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Robert Zettlemoyer and
All Aggrieved Employees

**SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

ROBERT ZETTLEMOYER, an individual, on
behalf of the State of California, as a private
attorney general, and on behalf of all aggrieved
employees,

Plaintiff,

v.

VIA TRANSPORTATION, INC., a Delaware
corporation with its principal place of business
in New York, NOMAD TRANSIT, LLC, a
Delaware Limited Liability Company with its
principal place of business in New York, and
DOES 1 to 1200, inclusive

Defendants.

Case No. 20STCV31362

**PRIVATE ATTORNEYS GENERAL ACT
SETTLEMENT STIPULATION**

1 This Private Attorneys General Act Settlement Stipulation (“Agreement”) is made and entered into
2 between the Plaintiff Robert Zettlemoyer (“Plaintiff”), on behalf of himself, the Labor and Workforce
3 Development Agency, and Alleged Aggrieved Employees, and Defendants Via Transportation, Inc. and
4 Nomad Transit, LLC, along with their subsidiaries and affiliated companies (collectively “Defendants”).
5 This Agreement is subject to the terms and conditions set forth below and approval of the Court.

6 **1. DEFINITIONS**

7 The following terms, when used in this Agreement, have the following meanings:

8 1.1 “Action” means the above stated lawsuit, *Zettlemoyer v. Via Transportation, Inc., et al.*,
9 Los Angeles County Superior Court, Case No. 20STCV31362, filed August 18, 2020.

10 1.2 “Alleged Aggrieved Employee(s)” means any and all current and/or former non-exempt
11 employees who worked for Via Transportation, Inc. as a Driver Partner in California during the PAGA
12 Claim Period.

13 1.3 “Claim Amount” means an individual Alleged Aggrieved Employee’s allocation of the Net
14 Settlement Amount, as defined in Section 1.14 and 5.7.

15 1.4 “Claims Administrator” means and refers to Simpluris, Inc., the third-party entity that will
16 administer the Agreement as outlined in Section 6.

17 1.5 “Claims Administrator Costs” means the fees and expenses reasonably incurred by the
18 Claims Administrator as a result of the procedures and processes expressly required by this Agreement,
19 and shall include all costs of administering the Agreement, including, but not limited to, all tax document
20 preparation, custodial fees, and accounting fees incurred by the Claims Administrator; all costs and fees
21 associated with preparing, issuing and mailing any and all notices and other correspondence to the Alleged
22 Aggrieved Employees; all costs and fees associated with communicating with the Alleged Aggrieved
23 Employees, Plaintiffs’ Counsel, and Defendant’s Counsel; all costs and fees associated with computing,
24 processing, reviewing, and paying the Claim Amounts, and resolving disputes; all costs and fees
25 associated with calculating tax withholdings and payroll taxes, if any, making related payment to federal
26 and state tax authorities, if any, and issuing tax forms relating to payments made under the Agreement; all
27 costs and fees associated with preparing any tax returns and any other filings required by any governmental
28 taxing authority or agency; all costs and fees associated with preparing any other notices, reports, or filings

to be prepared in the course of administering Claim Amounts; and any other costs and fees incurred and/or charged by the Claims Administrator in connection with the execution of its duties under this Agreement.

1.6 “Complaint” means the operative First Amended Complaint on file in the Action with the Court.

1.7 “Court” means the Los Angeles County Superior Court.

1.8 “Defendants” means Nomad Transit, LLC and Via Transportation, Inc., along with their subsidiaries and affiliated companies and entities.

1.9 “Defendant’s Counsel” means Epstein Becker & Green, P.C.

1.10 “Effective Date” means the date upon which the Court enters a signed order approving the Agreement.

1.11 “Final Approval Date” means the date the Court enters a signed order granting approval of the Agreement.

1.12 “Gross Settlement Amount” is the sum of Eight Two Thousand and Five Hundred Dollars and No Cents (\$82,500.00).

1.13 “LWDA” means the California Labor and Workforce Development Agency.

1.14 “Net Settlement Amount” is the portion of the Gross Settlement Amount available for distribution between the Alleged Aggrieved Employees and the LWDA pursuant to Labor Code section 2699(i), after deduction of Plaintiffs’ attorneys’ fees and litigation costs, and Claims Administrator Costs.

1.15 “Notice of Settlement” means the document substantially in the form attached hereto as Exhibit 1.

1.16 “PAGA” means Private Attorneys General Act.

1.17 “PAGA Claim Period” means June 2, 2019, through the Effective Date.

1.18 “PAGA Payment” means the 75% share of the Net Settlement Amount paid to the LWDA pursuant to Labor Code section 2699(i).

1.19 “Parties” mean Defendants Nomad Transit LLC and Via Transportation, Inc. and Plaintiff.

1.20 “Plaintiff” mean Robert Zettlemyer.

1.21 “Plaintiff’s Counsel” means Potter Handy LLP.

1 1.22 “QSF” means a Qualified Settlement Fund set up by the Claims Administrator for the
2 benefit of the Alleged Aggrieved Employees and from which the payments under this Agreement shall be
3 made. Any amounts Defendants have agreed to pay under this Agreement shall remain the property of
4 Defendants until the payments required under the Agreement are made.

5 1.23 “Qualifying Pay Periods” are pay periods worked by the Alleged Aggrieved Employees
6 for Defendants during the PAGA Claim Period. The calculation of an Alleged Aggrieved Employee’s
7 pay periods and a determination as to whether an Alleged Aggrieved Employee was actively employed in
8 California in a particular pay period shall be construed from Defendants’ records.

9 1.24 “Releasees” means Defendants, as well as Defendants’ parent, subsidiaries, and affiliated
10 companies and entities (including those entities named as respondents and/or defendants in any LWDA
11 letter and original complaint in the Action), as well as Defendants’ officers, shareholders, directors, agents,
12 employees, attorneys, and insurers.

13 1.25 “Released PAGA Claims” means all Private Attorneys General Act claims for civil and
14 any other penalties, costs, interest, attorneys’ fees, or any other relief that may otherwise be obtained under
15 the PAGA that are contained in Plaintiff’s letter to the LWDA dated October 8, 2019 2020 (the “LWDA
16 Letter”) and/or the Complaint in the Action, or which could have been alleged in the Complaint based on
17 the facts and/or allegations therein or in the LWDA Letters, through the PAGA Claim Period. Without
18 limiting the foregoing, the Released PAGA Claims include any and all claims under the PAGA based on
19 any actual or alleged failure, within the PAGA Claim Period, to a) pay for all hours worked, including
20 minimum wages (CLC 218, 223, 226.2, 510, 512, 558, 1182.11, 1194, 1194.2, 1194.3, 1197, 1197.1,
21 1198, 1199, 1199.5), b) pay overtime wages (CLC 200, 207, 218, 510, 558, 1194, 1197, 1197.1, 1198),
22 c) provide accurate wage statements and maintain accurate records (CLC 226, 226.3, 1174, 1174.5), d)
23 provide meal periods or pay premiums in lieu thereof (CLC 226.7, 512, 558, 1198), e) provide rest periods,
24 pay for rest periods, or pay premiums in lieu thereof (CLC 226.2 and 226.7), f) timely pay all wages and
25 final wages owed (CLC 201-203, 204, 210), g) reimburse business expenses (CLC 2802), h) refrain from
26 unlawful deductions under CLC 221, 222, 223 and 400 – 410, i) properly classify employees (CLC 226.8);
27 and any claim for civil penalties based thereon under Cal. Labor Code (“CLC”) § 558, 558.1, 2699, 2699.3.

28 **2. DESCRIPTION OF THE ACTION**

1 2.1 On or about June 2, 2020, Plaintiff sent notice to the LWDA, exhausting administrative
2 remedies under the PAGA for failure pay for all hours worked, failure to pay overtime wages, failure to
3 provide accurate wage statements and maintain accurate records, failure to provide meal periods or pay
4 premiums in lieu thereof, failure to provide rest periods, pay for rest periods, or pay premiums in lieu
5 thereof, failure to timely pay all wages and final wages owed, failure to reimburse business expenses, and
6 improper deductions from wages. The LWDA did not respond to the notice within the statutorily required
7 time frame and, as such, Plaintiff became authorized to act as Private Attorneys General on all alleged
8 PAGA claims.

9 2.2 After exhausting administrative remedies, Plaintiff filed a Complaint on August 18, 2020,
10 in Los Angeles County Superior Court on behalf of himself and the Alleged Aggrieved Employees for
11 claims alleged in the June 2, 2020 notice to the LWDA.

12 2.3 In connection with the Parties' agreement to mediate, Plaintiff obtained relevant records
13 and policies to assist in the review and analysis of the claims at issue. On November 4, 2021, Plaintiff
14 and Defendants participated in a full day mediation with private mediator Barry Winograd, Esq. As a
15 result of the mediation and further negotiations of the Parties, a global settlement was reached resolving
16 all claims in this lawsuits. At all times, the Parties' settlement negotiations have been non-collusive,
17 adversarial, and at arm's length.

18 2.4 Discussions between Plaintiff and Plaintiff's Counsel, between counsel for the Parties, the
19 mediators, document productions, extensive legal analysis, the provision of information by Defendants to
20 Plaintiff and the detailed analysis of the data have permitted each side to assess the relative merits of the
21 PAGA claims and the defenses to those claims.

22 2.5 In the Action, Plaintiff contends that Defendants violated California law by misclassifying
23 Plaintiff and the Alleged Aggrieved Employees as independent contractors, failing to pay for all hours
24 worked, failing to pay overtime wages, failing to provide accurate wage statements and maintain accurate
25 records, failing to provide meal periods or pay premiums in lieu thereof, failing to provide rest periods or
26 pay premiums in lieu thereof, failing to timely pay all wages and final wages owed, failing to reimburse
27 business expenses, and making improper deductions from wages. Defendants have denied each of
28 Plaintiff's claims. The agreed upon Gross Settlement Amount was reached after evaluating the Parties'

1 theories of potential exposure for the PAGA claims. The Parties, with the assistance of the mediator, also
2 assessed appropriate discounts to the potential liability based on Defendants' factual and legal contentions
3 and defenses.

4 2.6 The Parties agree that the above-described investigation and evaluation, as well as the
5 information exchanged to date, are more than sufficient to assess the merits of the respective Parties'
6 positions and to compromise the issues on a fair and equitable basis. Plaintiff, Plaintiff's Counsel,
7 Defendants, and Defendants' Counsel have concluded that it is desirable that the PAGA claims asserted
8 in the Action be settled in a manner and upon such terms and conditions set forth herein in order to avoid
9 further expense, inconvenience and distraction of further legal proceedings, and the risk of an adverse
10 outcome each of the Parties potentially face. Plaintiff, Plaintiff's Counsel, Defendants, and Defendants'
11 Counsel are of the opinion that the Agreement for the consideration and terms set forth herein is fair,
12 reasonable, and adequate in light of all known facts and circumstances.

13 **3. THE CONDITIONAL NATURE OF THIS AGREEMENT**

14 3.1 This Agreement and all associated exhibits or attachments are made for the sole purpose
15 of settling the PAGA claims asserted in the Action. This Agreement and the settlement it evidences are
16 made in compromise of disputed claims. The Parties enter into this Agreement and associated settlement
17 on a conditional basis in order for the Court to evaluate and approve the settlement. If the Court does not
18 enter an order approving the Agreement, this Agreement shall be deemed null and void; it shall be of no
19 force or effect whatsoever; it shall not be referred to or utilized for any purpose whatsoever; and the
20 negotiation, terms and entry of the Agreement shall remain subject to the provisions of California
21 Evidence Code Sections 1119 and 1152, Federal Rule of Evidence 408, and any other analogous rules of
22 evidence that may be applicable.

23 3.2 Defendants have denied all claims as to liability, damages, liquidated damages, penalties,
24 interest, fees, restitution, injunctive relief and all other forms of relief asserted in the Action. Defendants
25 have agreed to resolve the asserted PAGA claims in the Action via this Agreement, but to the extent this
26 Agreement is deemed void or the Final Approval Date does not occur, Defendants do not waive, and is
27 expressly reserving, all rights to challenge all such claims and allegations in the Action upon all procedural
28

and factual grounds, including, without limitation, the ability to challenge representative or collective treatment on any grounds, as well as to assert any and all other potential defenses or privileges.

4. SCOPE OF THE ALLEGED AGGRIEVED EMPLOYEES

4.1 The scope of individuals encompassed under the Agreement, who are entitled to all benefits as authorized under the Agreement and subject to all obligations and duties required under the Agreement, shall include all Alleged Aggrieved Employees as defined in Section 1.2.

4.2 The Alleged Aggrieved Employees entitled to recover under this Agreement will include only those individuals who are identified in Defendants' records as having worked as an Alleged Aggrieved Employee.

5. TERMS OF THE SETTLEMENT

The Parties agree as follows:

5.1 Gross Settlement Amount: In consideration and exchange for the releases described in Section 6, Defendants shall pay the Gross Settlement Amount (\$82,500.00). Funding of the Gross Settlement Amount shall occur within forty-five (45) days after the Effective Date to be held in trust in a QSF by the Claims Administrator. The Gross Settlement Amount represents the maximum amount payable under this Agreement by Defendants, and includes without limitation, all attorneys' fees, costs and litigation expenses directly related to the Action incurred to date, as well as all such fees and costs incurred in documenting the Agreement, administering the Agreement (including Claims Administrator Costs), and obtaining approval of the Agreement, payment to the LWDA, and payment to the Alleged Aggrieved Employees.

5.2 Attorneys' Fees and Costs: Plaintiff's Counsel will apply to the Court for attorney's fees of one-third or \$28,050.00 of the Gross Settlement Amount, which shall be paid from the Gross Settlement Amount. Defendants have agreed to not oppose Plaintiff's Counsel's application for attorneys' fees so long as it does not exceed the \$28,050.00 threshold. Plaintiff's Counsel will also be entitled to reimbursement for advanced litigation expenses not to exceed \$2,500, which shall be paid from the Gross Settlement Amount. Defendants have agreed to not oppose Plaintiff's Counsel's request for reimbursement for advanced litigation expenses so long as they do not exceed the \$2,500 threshold. The Claims Administrator will issue Plaintiff's Counsel an IRS Form 1099 for the attorneys' fees and costs

1 paid under this Agreement. In the event that the Court awards less than the requested attorney's fees
2 and/or costs, the portion of the requested amounts not awarded to Plaintiff's Counsel shall be added to the
3 Net Settlement Amount as defined in section 1.14.

4 5.3 Claims Administrator Costs: The Claims Administrator Costs shall be paid from the Gross
5 Settlement Amount and shall not exceed \$5,000. The difference between any actual costs and the allocated
6 \$5,000 shall be added to the Net Settlement Amount.

7 5.4 Treatment of Residue: Any portion of the Net Settlement Amount allocated to the Alleged
8 Aggrieved Employees that was not claimed by Alleged Aggrieved Employees by cashing their respective
9 settlement checks before the deadline to do so shall be transmitted to the California State Controller's
10 Office for Unclaimed Property in the name of each Alleged Aggrieved Employee who failed to cash their
11 check prior to the void date. No portion of the Gross Settlement Amount will revert to Defendants for
12 any reason.

13 5.5 No Additional Benefits Contributions: All Claim Amounts paid to Alleged Aggrieved
14 Employees shall be deemed to be received by the Alleged Aggrieved Employee solely in the year in which
15 such amounts were sent to him or her. It is expressly understood and agreed that the receipt of such Claim
16 Amounts will not entitle any Alleged Aggrieved Employee to any new or additional compensation or
17 benefits under any company bonus or other compensation or benefit plan or agreement in place during the
18 period covered by the Agreement, nor will it entitle any Alleged Aggrieved Employee to any increased
19 retirement, 401(k) benefits or matching benefits, or deferred compensation benefits. It is the intent of this
20 Agreement that the Claim Amounts provided for in this Agreement are the sole payments to be made by
21 Defendants to the Alleged Aggrieved Employees in connection with this Agreement (notwithstanding any
22 contrary language or agreement in any benefit or compensation plan document that might have been in
23 effect during the period covered by this Agreement).

24 5.6 Tax Allocation: The Parties recognize that the Claim Amounts to be paid to Alleged
25 Aggrieved Employees reflect settlement of a dispute over claimed penalties. The characterization of
26 Claim Amounts to Alleged Aggrieved Employees is as follows:

27 5.6.1 One Hundred percent (100%) of each Alleged Aggrieved Employees' Claim
28 Amount shall be allocated for payment of disputed civil penalties. This portion of the Claim Amount

consists of other income, not wages, for which the Alleged Aggrieved Employees shall receive an IRS form 1099.

5.6.2 Alleged Aggrieved Employees shall be solely responsible for the reporting and payment of their share of any federal, state and/or municipal income or other taxes on payments made pursuant to this Agreement. No party has made any representation to any of the other Parties as to the taxability of any payments pursuant to this Agreement, including the payments to Alleged Aggrieved Employees, the payments to Plaintiff's Counsel, or otherwise as to tax implications of any provision of this Agreement.

5.7 Pro Rata Distribution Formula: After Court approved attorneys' fees and costs, and Claims Administrator Costs are determined and a Net Settlement Amount has been established, that Net Settlement Amount shall be divided between the PAGA Payment and payment to Alleged Aggrieved Employees. The PAGA Payment to the LWDA will be 75% of the Net Settlement Amount. 25% of the Net Settlement Amount will be paid to Alleged Aggrieved Employees. Each individual Alleged Aggrieved Employees' Claim Amount shall be determined by taking the Qualifying Pay Periods for the individual Alleged Aggrieved Employee and dividing that by the Qualifying Pay Periods for all Alleged Aggrieved Employees and multiplying that fraction by the 25% share of the Net Settlement Amount. Payment to Alleged Aggrieved Employees of their Claim Amount will not require the submission of any claim form.

5.8 No Additional Contribution by Defendant: Defendants' monetary obligation under this Agreement is limited to the Gross Settlement Amount as described above. All other costs and expenses arising out of or in connection with the performance of this Agreement shall be paid from the Gross Settlement Amount, unless expressly provided otherwise herein. However, in the event this Agreement is deemed null and void as described in Section 3 for any reason then Defendants and Plaintiff shall be equally responsible for the Claims Administrator Costs incurred between the date the Agreement was executed and the date of such event.

6. RELEASE

6.1 Upon the Effective Date, Plaintiff and each Alleged Aggrieved Employee shall be deemed to have fully, finally, and forever released the Releasees from all Released PAGA Claims.

1 **7. SETTLEMENT ADMINISTRATION**

2 7.1 Duties of Claims Administrator: The Claims Administrator shall be responsible for: 1)
3 receiving and reviewing for accuracy Alleged Aggrieved Employee contact information; 2) calculating
4 estimated Claim Amounts; 3) taking appropriate steps to trace and locate any individual Alleged
5 Aggrieved Employees whose address or contact information as provided to the Claims Administrator is
6 inaccurate or outdated and mailing the Notice of Settlement to Alleged Aggrieved Employees; 4)
7 providing notification to the appropriate state officials of this Agreement as required; 5) maintaining the
8 Gross Settlement Amount in a QSF; 6) determining and paying the final amounts due to be paid under the
9 Agreement after resolution of awarded attorneys' fees and costs, and Claims Administrator Costs; 7)
10 paying any residual funds from uncashed checks to the California State Controller's Office for Unclaimed
11 Property; 8) reporting to Plaintiff's Counsel and Defendants' Counsel regarding the statistics of the
12 administration, including (a) the number of initial Notice of Settlements mailed; (b) the number of
13 forwarded Notice of Settlements; (c) the number of re-mailed Notice of Settlements; (d) the number of
14 total undeliverable Notice of Settlements; (e) the number of address traces performed for undeliverable
15 Notice of Settlements; (g) the number of Notice of Settlements undeliverable from traced addresses; 13)
16 providing a declaration to the Court regarding the final statistics of the administration and compliance
17 with all payment obligations under the Agreement; 14) completing all necessary tax reporting on the QSF
18 and payment of the Claim Amounts to Alleged Aggrieved Employees; and 15) carrying out other related
19 tasks as necessary to effectuate the terms of this Agreement and any Order of the Court. All disputes
20 relating to the Claims Administrator's ability and need to perform its duties shall be referred to the Court,
21 if necessary, which will have continuing jurisdiction over the terms and conditions of this Agreement,
22 until all payments and obligations contemplated by the Agreement have been fully executed.

23 7.2 Alleged Aggrieved Employee Data: No later than twenty-one (21) calendar days after the
24 Effective Date, Defendants shall provide the Claims Administrator with the name, last known mailing
25 address, last known telephone number, Qualifying Pay Periods, and start and end date of service (if any)
26 of each Alleged Aggrieved Employee. The Claims Administrator shall review the data to determine the
27 number of Qualifying Pay Periods for each Alleged Aggrieved Employee. Defendants shall not provide
28 any information for pay periods during which an Alleged Aggrieved Employee may have worked outside

California or worked outside the PAGA Claim Period. The Claims Administrator shall maintain all information received from Defendants confidential to itself, and Defendants' Counsel. However, Plaintiff's Counsel shall be able to review the breakdown of Qualified Pay Periods and estimated Claim Amounts for Alleged Aggrieved Employees prior to mailing for quality assurance.

7.3 Determination of Payments to Alleged Aggrieved Employees, Plaintiff's Counsel, and the LWDA: Within fourteen (14) calendar days after Defendants have provided the Claims Administrator with information regarding Alleged Aggrieved Employees, the Claims Administrator shall calculate the final Net Settlement Amount, PAGA Payment, and the final Claim Amounts for Alleged Aggrieved Employees, and report the results of these calculations to Plaintiff's Counsel and Defendants' Counsel.

7.4 Claims Administrator Payments to Alleged Aggrieved Employees, Plaintiff, Plaintiff's Counsel, and the LWDA: Defendants shall wire the Gross Settlement Amount as described in Section 5.1 to the Claims Administrator within forty-five (45) days after the Effective Date to be to be held in trust in a QSF. Within fourteen (14) days of the settlement being funded, the Claims Administrator shall deliver payment of Plaintiff's Counsels' attorney's fees and costs, the PAGA Payment payable to the LWDA, Claims Administrator Costs, and payment for Claim Amounts to Alleged Aggrieved Employees as required under this Agreement and approved by the Court. Plaintiff's Counsel shall provide the Claims Administrator with the pertinent taxpayer identification number and payment instructions for the attorney's fees and costs after the Effective Date.

7.5 Notice to Alleged Aggrieved Employees; Notice to LWDA: The Claims Administrator will provide a Notice of Settlement, substantially in the form attached as Exhibit 1, to each Alleged Aggrieved Employee concurrently with providing payment for Claim Amounts as described in Section 7.4. The Notice of Settlement will inform Alleged Aggrieved Employees of a summary of the terms and conditions of the Agreement. The Notice of Settlement will also inform Alleged Aggrieved Employees of the Gross Settlement Amount, Net Settlement Amount, attorneys' fees and costs allocations, Claims Administrator Cost allocations, PAGA Payment allocations, the scope of individuals covered by this Agreement, the nature and extent of the Released PAGA Claims, and a statement that Defendants deny all liability and any alleged wrongdoing. Plaintiff will provide notice of the settlement to the LWDA as required by CLC 2699(1)(2).

1 7.6 Alleged Aggrieved Employee Mailing: Within fourteen (14) days of the settlement being
2 funded, the Claims Administrator will perform a national change of address (“NCOA”) search, update the
3 addresses per the results of the NCOA search and will mail the respective payment for Claim Amounts,
4 as determined in Section 7.3 and Notice of Settlement, to each Alleged Aggrieved Employee by first-class
5 mail, postage prepaid.

6 7.7 Returned and/or Re-mailed Notice Packets: In the event that a Notice of Settlement and
7 Claim Amount payment is returned to the Claims Administrator as non-delivered, the Notice of Settlement
8 and Claim Amount payment shall be sent to the forwarding address affixed thereto within seven (7)
9 calendar days. If no forwarding address is provided, then the Claims Administrator shall promptly attempt
10 to determine a correct address using a single skip-trace, computer or other search using the name, address
11 and/or Social Security number of the individual involved, and shall then perform a single re-mailing within
12 seven (7) calendar days. Following each search that does not result in a corrected address, for those
13 Alleged Aggrieved Employees who appear to be current employees of Defendants at the time of the
14 Effective Date, the Claims Administrator shall contact Defendants’ Counsel for assistance and Defendants
15 shall cooperate in good faith with the Claims Administrator’s reasonable efforts to obtain valid mailing
16 addresses for Alleged Aggrieved Employees to the extent they were active employees of Defendants at
17 the time of the Effective Date. In the event the procedures in this paragraph are followed and the intended
18 recipient of a Notice of Settlement and Claim Amount payment still does not receive the Notice of
19 Settlement and/or Claim Amount payment, the Alleged Aggrieved Employee shall still be bound by all
20 terms of the Agreement, including the releases contained in Sections 1.25 and 6.1, and any final judgment
21 entered by the Court.

22 7.8 Due Process Acknowledgement: Compliance with the procedures set forth in Sections 7.2
23 to 7.7 shall constitute due and sufficient notice to Alleged Aggrieved Employees of the Action and the
24 Agreement and shall satisfy Alleged Aggrieved Employees’ due process rights. Nothing else shall be
25 required of the Parties, Plaintiff’s Counsel, or Defendants’ Counsel to provide notice of the Agreement
26 except as expressly required by the Court.

27 7.9 Settlement Check Expiration and Undeposited Checks: The Claims Administrator shall
28 issue Claim Amounts to Alleged Aggrieved Employees in the form of a check, which shall become null

and void if not deposited within one hundred twenty (120) calendar days of issuance. After one hundred twenty (120) calendar days of issuance, the checks shall be voided and funds from all undeposited checks shall be transmitted to California State Controller's Office for Unclaimed Property within fourteen (14) calendar days after the check cashing deadline.

7.10 Claims Administrator Declaration Regarding Settlement Administration: Within twenty-one days after the last day for Alleged Aggrieved Employees to cash their settlement checks, the Claims Administrator shall provide Plaintiff's Counsel and Defendants' Counsel with a signed declaration under penalty of perjury providing a complete and detailed report regarding the settlement administration and that all the obligations of the Claims Administrator have been completed.

8. SETTLEMENT ADMINISTRATION SCHEDULE

8.1 The schedule may be modified depending on whether and when the Court grants necessary approvals, orders notice to Alleged Aggrieved Employees, and sets further hearings, if any. The schedule may also be modified to correct clerical errors and to reflect the provisions in the Agreement as described above. In the event of such modification, the Parties shall cooperate to complete the settlement procedures as expeditiously as reasonably practicable. The schedule for notice and payment procedures carrying out the Agreement is as follows.

Last day for Defendants to provide Claims Administrator with Alleged Aggrieved Employee information	Within 21 calendar days after Effective Date
Last day for Defendants to fund Gross Settlement Amount	Within 45 calendar days after Effective Date
Last day for Claims Administrator to calculate and report to Parties the Net Settlement Amount, PAGA Payment, and Claim Amounts for Alleged Aggrieved Employees	Within 14 calendar days of receiving Alleged Aggrieved Employee information
Last day for Claims Administrator to complete NCOA search, update Alleged Aggrieved Employee mailing information, and complete mailing	Within 14 calendar days of Defendant funding the settlement

Last day for Claims Administrator to deliver payment of Plaintiff's Counsel's attorney's fees and costs, PAGA Payment, Claims Administrator Costs, and payment to Alleged Aggrieved Employees	Within 14 calendar days of Defendant funding the settlement
Last day for Alleged Aggrieved Employees to cash settlement checks	120 days after issuance of checks to Alleged Aggrieved Employees
Last day for Claims Administrator to deliver value of uncashed settlement checks to California State Controller's Office for Unclaimed Property	Within 14 days after settlement check cashing deadline
Last day for Claims Administrator to provide Parties with compliance declaration	Within 21 days after settlement check cashing deadline

9. MISCELLANEOUS TERMS

9.1 Dismissal and Retention of Jurisdiction to Enforce: Upon the Effective Date, the Action and the Released PAGA Claims will be dismissed with prejudice, with the Court to retain jurisdiction over the Parties to enforce the terms therein pursuant to Civil Procedure Code section 664.6. The prevailing party in any action to enforce the terms of the Agreement shall be entitled to reasonable attorneys' fees and costs. The Parties agree to meet and confer in good faith to resolve any issue before any such motion for attorney's fees and costs is filed.

9.2 Enforceability: The Parties intend that this Agreement shall be fully enforceable and binding upon all parties, and that it shall be admissible and subject to disclosure in any proceeding to enforce its terms. Notwithstanding the foregoing, this Agreement is a confidential settlement document and may not be disclosed publicly, admitted into evidence, or used in any proceeding except in an action, motion or proceeding before a court to approve, interpret or enforce the terms of this Agreement. The Gross Settlement Amount, the Net Settlement Amount, and the release are material and essential to the settlement and this Agreement and if these terms are modified by the Court, Defendants shall have the right to revoke the settlement. Approval to the settlement is a material and essential terms. If the settlement does not receive final approval, the Parties have the right to revoke the Agreement. If the Court

1 does not approve the settlement, it will be null and void. In such event, the Parties reserve their rights
2 with respect to the prosecution and defense of this action as if this settlement never existed.

3 9.3 Mutual Cooperation: The Parties agree to cooperate fully with one another to accomplish
4 and implement the terms of this Agreement. Such cooperation shall include, but not be limited to,
5 execution of such other documents and the taking of such other action as may reasonably be necessary to
6 fulfill the terms of this Agreement. The Parties to this Agreement shall use their best efforts, including
7 all efforts contemplated by this Agreement and any other efforts that may become necessary by Court
8 order, or otherwise, to effectuate this Agreement and the terms set forth herein. This may include
9 modifying and/or resubmitting the Agreement for approval. Plaintiff's Counsel shall be responsible for
10 drafting the court approval paperwork. All parties agree to act immediately and diligently to perform their
11 obligations under this Agreement, including the review and approval of settlement documents, such that
12 there are no substantial delays in seeking court approval or administration of this settlement. Plaintiff's
13 Counsel shall endeavor to file a motion for approval of this settlement immediately after the Agreement
14 is fully executed. Plaintiff's Counsel shall provide Defendants' Counsel with a draft approval motion
15 within 1 week after this Agreement is fully executed. Defendants' Counsel will provide comments and/or
16 proposed revisions within 1 week after receipt of the draft motion.

17 9.4 No Admission of Liability: Neither the acceptance nor the performance by Defendants of
18 the terms of this Agreement, nor any of the related negotiations or proceedings, is or shall be claimed to
19 be, construed as, or deemed to be, an admission by Defendants of the truth of any of the allegations in the
20 Complaint, the representative character of the Action, the validity of any of the claims that were or could
21 have been asserted by Plaintiff and/or Alleged Aggrieved Employees in the Action, or of any liability or
22 guilt of Defendants in the Action. Nothing in this Agreement shall be construed to be or deemed an
23 admission by Defendants of any liability, culpability, negligence, or wrongdoing toward Plaintiffs, the
24 Alleged Aggrieved Employees, or any other person, and Defendants have specifically disclaimed any
25 liability, culpability, negligence, or wrongdoing toward Plaintiff, the Alleged Aggrieved Employees, or
26 any other person. Each of the Parties has entered into this Agreement with the intention to avoid further
27 disputes and litigation.

1 9.5 Notices: Unless otherwise specifically provided herein, all notices, demands, or other
2 communications given hereunder shall be in writing and shall be deemed to have been duly given as of
3 the third business day after mailing by United States certified mail, return receipt requested, addressed as
4 follows:

5 To Plaintiff:

6 Mark D. Potter
7 James M. Treglio
8 Potter Handy
 100 Pine Street, Suite 1250
 San Francisco, CA 94111

9 To Defendants:

10 Jonathan M. Brenner
11 Amy Ramsey
12 Epstein Becker & Green, P.C.
13 1925 Century Park East, Suite 500
 Los Angeles, CA 90067

14 9.6 Mutual Drafting of Agreement: The Parties hereto agree that the terms and conditions of
15 this Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that
16 this Agreement shall not be construed in favor of or against any party by reason of the extent to which any
17 party or its counsel participated in the drafting of this Agreement.

18 9.7 Binding Effect of Agreement: The Parties, by signing this Agreement, are bound by the
19 terms herein. The Parties waive their rights to file an appeal, writ, or any challenge whatsoever to the
20 terms of this Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties
21 hereto and their respective heirs, trustees, executors, Claims Administrators, successors, and assigns.

22 9.8 Attorneys' Fees and Costs Limitations: Neither Plaintiff's Counsel nor any other attorneys
23 acting for, or purporting to act for, the Alleged Aggrieved Employees, or Plaintiffs, may recover or seek
24 to recover any amounts for fees, costs, or disbursements from the Releasees or the Gross Settlement
25 Amount except as expressly provided herein.

26 9.9 No Modifications: This Agreement may not be changed, altered, or modified, except in
27 writing signed by the Parties hereto and approved by the Court. This Agreement may not be discharged
28 except by performance in accordance with its terms.

1 9.10 Counterparts: This Agreement shall become effective upon its execution by all of the
2 undersigned. Plaintiff, Plaintiff's Counsel, Defendants and Defendants' Counsel may execute this
3 Agreement in counterparts, and execution of counterparts shall have the same force and effect as if each
4 had signed the same instrument. Facsimile, electronic, and/or scanned copies of signatures shall have the
5 same force and effect of originals.

6 9.11 Choice of Law: The Agreement and the exhibits hereto shall be considered to have been
7 negotiated, executed, and delivered, and to have been wholly performed, in the State of California, and
8 the rights and obligations of the Parties to the Agreement shall be construed and enforced in accordance
9 with, and governed by, the substantive laws of the State of California without giving effect to that State's
10 choice of law principles.

11 9.12 Headings and Captions: Paragraph titles or captions contained in the Agreement are
12 inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the
13 scope of this Agreement, or any provision thereof.

14 9.13 No Retaliation or Discouragement: The Parties agree they will take no action that could
15 be construed as retaliation against any Alleged Aggrieved Employees for participating in this settlement.

16 9.14 Integrated Agreement: This Agreement sets forth the entire understanding between the
17 Parties with regard to any and all material terms or otherwise and supersedes any and all prior agreements
18 between Plaintiff and Defendants, oral or written, pertaining to the subject matter hereof. Each party
19 acknowledges that there is no representation, inducement, promise or agreement which has been made,
20 orally or otherwise, by the other party, concerning the terms or conditions of this Agreement, which is not
21 expressly embodied in this Agreement. In entering into this Agreement, the Parties represent that the terms
22 of this Agreement are fully understood and voluntarily accepted by the Parties.

23 9.15 Publicity: Counsel for the Parties shall not publicize the Agreement on their website or in
24 advertising/marketing materials, other than filing documents with the Court and/or the LWDA pursuant
25 to CLC 2699(1)(2). The Parties and their counsel agree that they will not issue any press releases or initiate
26 any contact with the media about the fact, amount, or terms of the Agreement. If counsel for any party
27 receives an inquiry about the Agreement from the media, counsel may respond only after the motion for
28

1 approval of the Agreement has been filed and only by confirming the accurate terms of the Agreement.
2 Nothing in this provision shall prevent Defendant from making any required corporate or regulatory
3 disclosures.

4 IN WITNESS THEREOF, this Agreement is executed by the Parties as of the day and year herein
5 set forth.

6 **For Plaintiff:**

7 Date: _____

8 _____
By: Robert Zettlemoyer

9
10 **For Defendants:**

11 Date: _____

12 _____
By: Erin Abrams
For Nomad Transit, LLC

1 APPROVED AS TO FORM

POTTER HANDY LLP

2
3 Dated: August 29, 2022

By: /s/James M. Treglio
Mark D. Potter
James M. Treglio
Attorneys for Plaintiff Robert Zettlemyer
and Alleged Aggrieved Employees

4
5
6 APPROVED AS TO FORM

EPSTEIN BECKER & GREEN, P.C.

7
8
9 Dated: _____

By: _____
Jonathan M. Brenner
Amy Ramsey
Attorney for Defendants
Nomad Transit, LLC and
Via Transportation, Inc.

Exhibit 1

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

ROBERT ZETTMLOYER, an individual, on behalf)
of the State of California, as a private attorney)
general, and on behalf of all aggrieved employees,)

Plaintiff,)

v.)

VIA TRANSPORTATION, INC., a Delaware)
corporation with its principal place of business in)
New York, NOMAD TRANSIT, LLC, a Delaware)
Limited Liability Company with its principal place of)
business in New York, and DOES 1 to 1200,)
inclusive)

Defendants.)

Case No. 20STCV31362

**NOTICE OF PRIVATE ATTORNEYS GENERAL
ACT SETTLEMENT PAYMENT**

TO: Any and all current and/or former Driver Partners who provided services for Nomad Transit, LLC and Via Transportation, Inc. in California from June 2, 2019 through the <<Effective Date>> (the “Alleged Aggrieved Employees”)

This Notice is being provided to you to inform you of a Private Attorney General Act (“PAGA”) Settlement and your proportional share of this settlement payment. The payment is a result of a Court approved PAGA Settlement in the case of *Zettlemoyer v. Via Transportation, Inc., et al*, Los Angeles County Superior Court, Case No. 20STCV31362, filed August 18, 2020 (the “Action”). You are receiving this letter because you fall within the definition of Alleged Aggrieved Employees identified above.

In the Action, Plaintiff Robert Zettlemoyer (“Plaintiff”) sought to obtain civil penalties, fees, and costs on behalf of himself and the Alleged Aggrieved Employees. Plaintiff alleged that Via Transportation, Inc. and Nomad Transit, LLC (collectively, “Defendants”) violated California law by: failing to pay for all hours worked; failing to pay overtime wages; failing to provide accurate wage statements and maintain accurate records; failing to provide meal periods or pay premiums in lieu thereof; failing to provide rest periods, pay for rest periods or pay premiums in lieu thereof; failing to timely pay all wages and final wages owed; failing to reimburse business expenses; misclassifying workers as independent contractors; and making unlawful deductions from wages. Defendants deny and dispute Plaintiff’s claims and allegations.

This notice is not intended to be, and should not be construed as, an expression of any opinion by the Court with respect to the truth of the allegations in the Action or the merits of the claims or defenses asserted. As noted, Defendants have denied engaging in any unlawful conduct in any respect and further disputes all of Plaintiff’s allegations in the Action. By entering into the PAGA Settlement, Defendants do not admit any liability to Plaintiff or to any other current or former Driver Partners, and Defendants do not admit that any violations of Plaintiff’s rights, or the rights of any other current or former Driver Partners has occurred.

Plaintiff filed a notice with the California Labor and Workforce Development Agency (“LWDA”) to exhaust administrative remedies and pursue claims under the Private Attorneys General Act, Cal. Lab. Code §§ 2698 *et seq.* predicated on alleged violations of Labor Code sections 200, 201, 202, 203, 204, 207, 218, 223, 226, 226.2, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199. The scope of the PAGA Settlement includes all of the Alleged Aggrieved Employees for the time period identified above. In exchange for the PAGA Settlement, Plaintiff has agreed to waive all Private Attorneys General Act claims for civil and any other penalties, costs, interest, attorneys fees, or any other relief that may otherwise be obtained under the PAGA based on these statutes, or which were or could have been alleged in the operative Complaint based on the facts and/or allegations therein or in the notice letters to the LWDA through the PAGA Claim Period.

Under the terms of the Settlement, Defendants have agreed to pay a Gross Settlement Amount of \$82,500.00 to resolve the PAGA claims alleged in the Action (“Gross Settlement Amount”). Deducted from this Gross Settlement Amount were

sums approved by the Court for attorneys' fees and costs \$30,550, the fees and expenses of the Claims Administrator in the amount of \$5,000, which will result in a "Net Settlement Amount" of \$46,950 for distribution to between the Alleged Aggrieved Employees and the Labor and Workforce Development Agency ("LWDA") as required by the California Labor Code. 75% of the Net Settlement Amount (\$35,212.50) is being paid to the LWDA and 25% of the Net Settlement Amount (\$14,737.50) is being paid to the Alleged Aggrieved Employees pursuant to Labor Code section 2699(i). Each individual Alleged Aggrieved Employee's share of the Net Settlement Amount was determined by taking their individual number of pay periods worked between June 2, 2019 and <<Effective Date>>, dividing that number by the number of pay periods worked for all Alleged Aggrieved Employees between June 2, 2019 through <<Effective Date>>, and then multiplying that fraction by the 25% share of the Net Settlement Amount.

Enclosed in this mailing, you will find a check containing your share of the PAGA Settlement based on this allocation. Should you have any questions or concerns, you may contact counsel for Plaintiff and/or Defendants.

Mark D. Potter
James M. Treglio
Potter Handy
8033 Linda Vista Rd., Ste. 200
San Diego, CA 92111
Telephone: (858) 375-7385
Facsimile: (888) 422-5191
On behalf of Plaintiff

Jonathan M. Brenner
Amy Ramsey
EPSTEIN BECKER &
GREEN, P.C.
1925 Century Park East,
Suite 500
Los Angeles, CA 90067
Telephone: 310-556-8861
Facsimile: 310-553-2165
On behalf of Defendants