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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES, SPRING STREET COURT HOUSE

JACOB CARRILLO, an individual, on behalf
of himself, and on behalf of all persons
similarly situated,

Plaintiff,

vs.

BIKEHUB, a California corporation;
BICYCLE TRANSIT SYSTEMS, INC., a
Delaware Corporation; and Does 1 through
100, Inclusive,

Defendants.

CASE NO. 20STCV28879

**AMENDED STIPULATION OF CLASS
ACTION AND PAGA SETTLEMENT**

Action filed: July 29, 2020
Trial Date: None Set

1 **AMENDED STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

2 IT IS HEREBY STIPULATED, by and between Plaintiff JACOB CARRILLO (hereinafter
3 “Plaintiff”), individually and on behalf of all members of the Settlement Class, on the one hand, and
4 Defendants *Bicycle Transit Systems, Inc. and BikeHub* on the other hand (hereinafter, collectively,
5 “Defendants”), and subject to the approval of the Court, that this Action is hereby being
6 compromised and settled pursuant to the terms and conditions set forth in this Stipulation of Class
7 Action and PAGA Settlement and that the Court shall make and enter judgment, subject to the
8 continuing jurisdiction of the Court as set forth below, subject to the definitions, recitals, and terms
9 set forth herein which by this reference become an integral part of this Agreement:

10 **DEFINITIONS**

- 11 1. “Agreement” shall mean this Stipulation of Class Action and PAGA Settlement.
- 12 2. “Action” shall mean the lawsuit known as *Jacob Carrillo v. Bicycle Transit Systems,*
13 *Inc. and BikeHub*, filed in Los Angeles County Superior Court on July 29, 2020, Case No.
14 20STCV28879. On October 5, 2020, Plaintiff filed a First Amended Class and Representative
15 Action Complaint.
- 16 3. “Class Counsel” shall mean Paul Haines, Esq., Sean M. Blakely, Esq., and Neil
17 Larsen, Esq. of Haines Law Group, APC.
- 18 4. “Class Counsel’s Attorneys’ Fees and Costs” shall mean the attorneys’ fees agreed
19 upon by the Parties and approved by the Court for Class Counsel’s litigation and resolution of the
20 Action, and all costs incurred and to be incurred by Class Counsel in the Action. Class Counsel will
21 request attorneys’ fees not to exceed one-third of the Gross Settlement Amount and the
22 reimbursement of actual costs and expenses associated with Class Counsel’s litigation and
23 settlement of the Action, which will not exceed Thirty Thousand Dollars and Zero Cents
24 (\$30,000.00), subject to the Court’s approval.
- 25 5. “Class List” shall mean a complete list of all Class Members that Defendants will
26 diligently and in good faith compile from their records and provide to the Settlement Administrator
27 within twenty-one (21) calendar days after entry of an order preliminarily approving this Agreement.
28 The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include

1 each Class Member's: (1) full name; (2) last known home address; (3) last known telephone number
2 (if available); (4) social security number; and (5) dates of employment as a Class Member (including
3 all separations and re-hires during the Class Period), in order for the Settlement Administrator to be
4 able to calculate individual Class Member workweeks. Because social security numbers are included
5 in the list, the Settlement Administrator will maintain the list in confidence, and shall only access
6 and use the list to administer the settlement in conformity with the Court's orders.

7 6. "Class" or "Class Members" shall mean all current and former non-exempt or hourly-
8 paid employees who are or were employed by Defendants in the State of California at any time
9 during the Class Period.

10 7. "Class Period" shall mean the period from July 29, 2016, through the date of
11 preliminary approval of this settlement or as outlined in Paragraph 45 below.

12 8. "Class Representative" shall mean Plaintiff in his capacity as representative of the
13 Participating Class Members and PAGA Members.

14 9. "Class Representative Incentive Payment" shall mean the award provided to the
15 Class Representative, in addition to his Individual Settlement Payment, in recognition of the efforts
16 and risks he has taken in assisting with the prosecution of the Action and in exchange for the General
17 Release of his claims as provided herein.

18 10. Amendment of Complaint and LWDA Notification Letter: As a condition of
19 settlement, Plaintiff shall file a Second Amended Class and Representative Action Complaint with
20 the Court and submit an amended Notification Letter to the Labor and Workforce Development
21 Agency ("LWDA") to assert the following claims for: 1) failure to pay overtime (Cal. Lab. Code §§
22 204, 510, 551, 552, 558, 1194, and 1198); 2) failure to provide rest breaks (Cal. Lab. Code §§ 226.7,
23 516, 558); and 3) failure to pay minimum wages (Cal. Lab. Code §§ 1182.12, 1194, 1194.2, and
24 1197), as well as these same theories pursuant to the Private Attorneys General Act ("PAGA"). The
25 Second Amended Class and Representative Action Complaint ("Operative Complaint") and
26 amended Notification Letter shall, respectively, be filed with the Court and submitted to the LWDA
27 within three (3) business days after the execution of this Agreement.

28 11. "Court" shall mean the Los Angeles County Superior Court of California.

- 1 12. “Defendants” shall mean BikeHub and Bicycle Transit Systems, Inc., collectively.
- 2 13. “Defense Counsel” shall mean Katherine C. Den Bleyker, Esq. of Lewis Brisbois
3 Bisgaard & Smith LLP for Defendant Bicycle Transit Systems, Inc. and David Sohn, Esq of Sohn
4 Legal Group, P.C. for Defendant BikeHub, collectively.
- 5 14. “Effective Date” shall mean the later of the following: (a) if no timely objections are
6 filed or if all objections are withdrawn, the date upon which the Court enters Final Approval; (b) if
7 an objection is filed and not withdrawn, the date for filing an appeal and no such appeal being filed;
8 (c) if any timely appeals are filed, the date of the resolution (or withdrawal) of any such appeal in a
9 way that does not alter the terms of the settlement.
- 10 15. “Final Approval” shall mean the Court entering an order granting final approval of
11 the Agreement and entering judgment.
- 12 16. “Gross Settlement Amount” shall mean the sum of Three Hundred Seventy-Five
13 Thousand Dollars and Zero Cents (\$375,000.00). The Gross Settlement Amount is non-
14 reversionary; no portion of the Gross Settlement Amount will return to Defendants. Any employer-
15 side payroll taxes due on the Individual Settlement Payments shall be paid by Defendants separately
16 from, and in addition to, the Gross Settlement Amount. Defendants shall pay their respective share
17 of the payroll taxes in accordance with their respective percentage contributions to the Gross
18 Settlement Amount (i.e. BikeHub will pay 9% of the total employer-side payroll tax amount, and
19 Defendant Bicycle Transit Systems, Inc. will pay 91% of the total employer-side payroll tax
20 amount).
- 21 17. “Individual Settlement Payment” shall mean the amount payable from the Net
22 Settlement Amount to each Participating Class Member and any payment a PAGA Member is
23 eligible to receive from the employee portion of the PAGA Penalties. Individual Settlement
24 Payments shall be paid by a settlement check made payable to Participating Class Members and/or
25 PAGA Members.
- 26 18. “Net Settlement Amount” shall mean the funds available for payments to the Class,
27 which shall be the amount remaining after the following court-approved amounts are deducted from
28 the Gross Settlement Amount: (1) Class Counsel’s Attorneys’ Fees and Costs, (2) Settlement

Administration Costs, (3) Class Representative Incentive Payment to Plaintiff, and (4) PAGA Civil Penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”) and PAGA Members.

19. “Class Notice” shall mean the Notice of Pendency of Class Action and Proposed Settlement in a form substantially similar to the form attached hereto as **Exhibit A**, that will be mailed to Class Members’ last known addresses and which will provide Class Members with information regarding the Action and information regarding the Settlement of the Action.

20. “PAGA” shall mean the Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”).

21. “PAGA Member” or “PAGA Members” shall mean all current and former non-exempt or hourly-paid employees who are or were employed by Defendants at any time during the PAGA Period.

22. “PAGA Civil Penalties” shall mean the amount that the Parties have agreed to allocate as civil penalties in order to settle claims arising under the Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*). The Parties have agreed to allocate Twenty Thousand Dollars and Zero Cents (\$20,000.00) of the Gross Settlement Amount as PAGA Civil Penalties. Seventy-Five percent (75%) of the PAGA Civil Penalties in the amount of Fifteen Thousand Dollars and Zero Cents (\$15,000.00) shall be paid directly to the LWDA in accordance with Labor Code §§ 2698 *et seq.* The remaining Twenty-Five percent (25%) of the PAGA Civil Penalties in the amount of Five Thousand Dollars and Zero Cents (\$5,000.00), shall be distributed to PAGA Members. PAGA Members will receive payment from the employee portion of the PAGA Civil Penalties regardless of their decision to participate in the class action if the PAGA Civil Penalties are approved by the Court.

23. “PAGA Period” shall mean the time period between July 30, 2019, through the date of preliminary approval of this settlement and as outlined in Paragraph 45 below.

24. “PAGA Released Claims” shall mean all claims, demands, rights, liabilities and causes of action for civil penalties under Private Attorneys General Act of 2004 against the Released Parties based on (as alleged in Plaintiff’s July 30, 2020 notification letter to the LWDA, Plaintiff’s

1 amended notification letter to the LWDA, and the Operative Complaint), claims that arose during
2 the PAGA Period including, but not limited to, claims for civil penalties under California *Labor*
3 *Code* §§ 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 516, 551, 552, 558, 1174,
4 1182.12, 1194, 1194.2, 1197, 1198, 2698, *et seq.*, 2699, 2699(a), 2699(g)(1), 2699.3, 2699.5, 2802,
5 2804, and applicable Wage Orders of the Industrial Welfare Commission, including but not limited
6 to applicable Industrial Welfare Commission Wage Order, and all related Claims for attorneys' fees
7 and costs. Plaintiff's amended PAGA letter shall be submitted to the LWDA within three (3)
8 business days after the execution of this Agreement.

9 25. "PAGA Workweeks" shall mean the number of weeks of employment for each
10 PAGA Member as hourly-paid or non-exempt employee during the PAGA Period. The Settlement
11 Administrator will calculate the number of PAGA Workweeks by calculating the number of days
12 each PAGA Member was employed during the Class Period, dividing by seven (7), and rounding
13 up to the nearest whole number.

14 26. "Parties" shall mean Plaintiff and Defendants collectively as defined above.

15 27. "Participating Class Members" shall mean all Class Members who do not submit a
16 valid and timely Request for Exclusion.

17 28. "Plaintiff" shall mean Jacob Carrillo.

18 29. "Preliminary Approval" shall mean the Court entering an order granting preliminary
19 approval of the Agreement.

20 30. "Objection" shall mean a Class Member's valid objection to the Agreement. An
21 Objection should include: (a) the Participating Class Member's full name, address, telephone
22 number, last four digits of his or her Social Security number, and signature (b) identify that the
23 settlement to which the Participating Class Member is objecting to is the: "*Jacob Carrillo v.*
24 *BikeHub and Bicycle Transit Systems, Inc. Wage and Hour Settlement*" (c) a written statement of
25 all grounds for the objection accompanied by legal support, if any, for such objection, and (d) if
26 represented by separate counsel, the name, address, bar number, and telephone number of the
27 Participating Class Member's representing attorney, and shall be sent to the Settlement
28 Administrator (who shall serve all objections as received on Class Counsel and Defendants'

1 Counsel, as well as file all such objections with the Court), by the Response Deadline. Defense
2 Counsel and Class Counsel shall file any responses to objections no later than the deadline to file
3 the Motion for Final Approval, unless the objections are filed within ten (10) days of the Motion for
4 Final Approval filing deadline, in which case Defense Counsel and Class Counsel shall have ten
5 (10) days to file a response to the objections. Class Members may also appear at the final approval
6 hearing to orally object, even if they have not submitted a written objection.

7 31. “Released Claims” shall collectively mean any all claims, demands, rights, liabilities
8 and causes of action that were pled in Plaintiff’s Operative Complaint at the time of preliminary
9 approval of this Agreement, or which could have been pled in the Operative Complaint based on
10 the factual allegations therein, that arose during the Class Period, including but not limited to causes
11 of action for (1) failure to pay all minimum wages (Cal. Lab. Code §§ 1182.12, 1194, 1194.2, 1197,
12 and applicable provisions of the relevant Industrial Wage Order); (2) failure to pay all overtime
13 wages owed (Cal. Lab. Code §§ 204, 510, 551, 552, 558, 1194, 1198, and applicable provisions of
14 the relevant Industrial Wage Order); (3) failure to provide meal periods (Cal. Lab. Code §§ 226.7,
15 512, 558, and applicable provisions of the relevant Industrial Wage Order); (4) failure to authorize
16 and permit all rest periods (Cal. Lab. Code §§ 226.7, 516, and 558), and applicable provisions of
17 the relevant Industrial Wage Order); (5) failure to provide accurate itemized wage statements (Cal.
18 Lab. Code §§ 226, *et seq.*); (6) failure to pay all wages due upon termination (Cal. Lab. Code §§
19 201, 202, and 203); (7) failure to reimburse business expenses (Cal. Lab. Code §§ 2802, 2804); (8)
20 all claims for unfair competition (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); and all claims for
21 attorneys’ fees and costs relating to the class claims, that could have been premised on the facts,
22 claims, causes of action or legal theories described above or that could have been premised on the
23 facts, claims, causes of action or legal theories described above.

24 32. “Released Parties” shall mean Defendants and each of their former, present and
25 future owners, parents, and subsidiaries, and all of their current, former and future spouse(s),
26 children, officers, directors, members, managers, employees, consultants, partners, shareholders,
27 joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or
28 legal representatives.

1 33. “Request for Exclusion” shall mean a valid and timely written statement submitted
2 by a Class Member requesting to be excluded from the Action. To be effective, the Request for
3 Exclusion must contain (a) the Class Member’s name, address, telephone number, and the last four
4 digits of the Class Member’s Social Security number, signature, and date, and (b) a clear statement
5 requesting to be excluded from the settlement of the class claims. To be effective, the Request for
6 Exclusion must be post-marked by the Response Deadline and received by the Settlement
7 Administrator. The Request for Exclusion shall not be effective as to the PAGA Released Claims.

8 34. “Response Deadline” shall mean the date sixty (60) calendar days after the
9 Settlement Administrator mails the Class Notice to Class Members and the last date on which Class
10 Members may submit Requests for Exclusion, written objections to the Settlement, or workweek
11 disputes. In the event the 60th day falls on a Sunday or Federal holiday, the Response Deadline will
12 be extended to the next day on which the U.S. Postal Service is open. The Response Deadline for
13 Requests for Exclusion or Objections will be extended fifteen (15) calendar days for any Class
14 Member who is re-mailed a Class Notice by the Settlement Administrator, unless the 15th day falls
15 on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next
16 day on which the U.S. Postal Service is open. The Response Deadline may also be extended by
17 express agreement between Class Counsel and Defendants. Under no circumstances, however, will
18 the Settlement Administrator have the authority to unilaterally extend the Response Deadline.

19 35. “Settlement” shall mean the disposition of the Action pursuant to this Agreement.

20 36. “Settlement Administrator” shall mean Phoenix Settlement Administrators or any
21 other third-party class action Settlement Administrator agreed to by the Parties and approved by the
22 Court for the purposes of administering this Settlement. The Parties represent that they do not have
23 any financial interest in the Settlement Administrator or otherwise have a relationship with the
24 Settlement Administrator that could create a conflict of interest.

25 37. “Settlement Administration Costs” shall mean the costs payable from the Gross
26 Settlement Amount to the Settlement Administrator for administering this Settlement, including, but
27 not limited to, printing, distributing, and tracking documents for this Settlement,
28 calculating/confirming the class member Workweeks from the information contained in the Class

1 List, calculating each Participating Class Member's Individual Settlement Payment, tax reporting,
2 distributing the Gross Settlement Amount, providing necessary reports and declarations, and other
3 duties and responsibilities set forth herein to process this Settlement, and as requested by the Parties
4 or the Court. Settlement Administration Costs are estimated not to exceed Ten Thousand Dollars
5 and Zero Cents (\$10,000.00).

6 38. "Settlement Fund Deposit Amount" shall mean the Gross Settlement Amount and
7 Defendants' share of employer's payroll taxes.

8 39. "Workweeks" shall mean the number of weeks of employment for each Class
9 Member as hourly-paid or non-exempt employee during the Class Period. The Settlement
10 Administrator will calculate the number of Workweeks by calculating the number of days each Class
11 Member was employed during the Class Period, dividing by seven (7), and rounding up to the
12 nearest whole number.

13 **RECITALS**

14 40. Procedural History. On July 30, 2020, Plaintiff submitted his letter to the Labor &
15 Workforce Development Agency as a prerequisite to pursue penalties under the Private Attorneys
16 General Act of 2004. On October 5, 2020, Plaintiff filed a class and representative action lawsuit
17 (First Amended Complaint) for alleged violations of the California Labor Code in Los Angeles
18 County Superior Court.

19 41. The Parties agreed to mediate the Action with an experienced and well-respected
20 wage and hour mediator, Jeffrey A. Ross, Esq. In preparation, Plaintiff requested and selected a
21 randomized sampling of time and payroll records for Settlement Class Members from the Class
22 Period. Defendants provided the requested sample, along with other information and documents.

23 42. On December 7, 2021, the Parties participated in an all-day mediation via video
24 conferencing due to public health concerns presented by the novel coronavirus ("COVID-19")
25 where an agreement-in-principle was reached and a Memorandum of Understanding was
26 subsequently executed by the Parties.

27 **TERMS OF AGREEMENT**

28 43. Settlement Consideration. Defendants shall fund the Gross Settlement Amount

1 following Final Approval by the Court and the occurrence of the Effective Date. The following will
2 be paid out of the Gross Settlement Amount: (1) Class Counsel’s Attorneys’ Fees and Costs, (2)
3 Settlement Administration Costs, (3) Class Representative Incentive Payment to Plaintiff, (4) PAGA
4 Civil Penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”)
5 and PAGA Members, and (5) the sum of the Individual Settlement Payments to Participating Class
6 Members. Any employer-side payroll taxes due on the Individual Settlement Payments, shall be
7 paid by Defendants separately from and in addition to the Gross Settlement Amount. Aside from
8 the employer-side payroll taxes noted, or at the option of Defendants as specified in Paragraph 45
9 below, Defendants shall not be required under any circumstances to pay more than the Gross
10 Settlement Amount. The Gross Settlement Amount is non-reversionary; no portion of the Gross
11 Settlement Amount will revert to Defendants.

12 44. Defendants’ Responsibility for Employer Taxes: For any portion of the Class
13 Members’ Individual Settlement Payments that are designated as “wages” for purposes of tax
14 reporting, the employer’s taxes, employer contributions of all federal, state, and local taxes
15 (including, but not limited to, FICA, FUTA, and SDI), will be paid in addition to the Gross
16 Settlement Amount pursuant to the respective percentage contribution from each Defendant to the
17 Gross Settlement Amount.

18 45. Defendants’ Option to Increase the Gross Settlement Amount. As of December 7,
19 2021, Defendants’ best estimate of the number of Workweeks during the Class Period was Eight
20 Thousand Seven Hundred and Eighty-Eight (8,788). If the actual number of Workweeks as of the
21 date of mediation is more than Ten Percent (10%) greater than this estimate (i.e., if the actual
22 Workweeks during the Class Period, as of the date of mediation, is greater than Nine Thousand Six
23 Hundred Sixty-Seven (9,667)), then Defendants shall, in their sole discretion, have the option to
24 either:

- 25 a. De-escalate the Settlement so that the Class Period and PAGA Period end on
- 26 the date the Workweeks totals to 9,667; or
- 27 b. Permit the Gross Settlement Amount as defined in Paragraph 16 above to be
- 28 increased on a proportional basis for Workweeks in excess of Nine Thousand Six

1 Hundred Sixty-Seven (9,667).

2 46. Funding of the Gross Settlement Amount. Within thirty (30) calendar days of the
3 Effective Date, Defendants will deposit the Gross Settlement Amount and their share of employer's
4 payroll taxes (referred to as the "Settlement Fund Deposit Amount") into a Qualified Settlement
5 Fund account from which the Settlement Administrator will have authority to distribute money in
6 accordance with the terms of this Settlement Agreement. Defendants' respective contributions to
7 the Gross Settlement Amount are as follows: Defendant BikeHub will contribute Thirty-Three
8 Thousand Seven Hundred Fifty Dollars and Zero Cents (\$33,750.00) plus their *pro rata* share of
9 payroll taxes; and Defendant Bicycle Transit Systems, Inc. will contribute Three Hundred Forty-
10 One Thousand Two Hundred Fifty Dollars and Zero Cents (\$341,250.00) plus their *pro rata* share
11 of payroll taxes. Defendants shall provide all information necessary for the Settlement Administrator
12 to calculate necessary payroll taxes including their official name, 8-digit state unemployment
13 insurance tax ID number, and other information requested by the Settlement Administrator, no later
14 than seven (7) calendar days of the Effective Date.

15 47. Distribution of the Gross Settlement Amount. Within seven (7) calendar days of
16 Defendants' deposit of the Settlement Fund Deposit Amount, and after approval by counsel of the
17 Individual Settlement Payment calculations, the Settlement Administrator will prepare and mail
18 Individual Settlement Payments, less applicable taxes and withholdings, to participating Class
19 Members. The Settlement Administrator shall simultaneously pay the withholdings to the applicable
20 authorities with the necessary reports, submitting copies to Defense Counsel. The Settlement
21 Administrator shall pay the amounts approved by the Court for Class Counsel's attorneys' fees and
22 costs, Plaintiff's Class Representative Incentive Payment, settlement administration costs, and
23 PAGA payment to the LWDA, at the same time it mails Individual Settlement Payments to
24 participating Class Members.

25 48. Class Counsel's Attorneys' Fees and Costs. Defendants agree not to oppose or
26 impede any application or motion by Class Counsel for attorneys' fees of up to one third of the
27 Gross Settlement Amount, which is currently estimated to be One Hundred Twenty-Five Thousand
28 Dollars and Zero Cents (\$125,000.00) plus the reimbursement of actual costs and expenses

1 associated with Class Counsel's litigation and settlement of the Action (as supported by declaration),
2 which is currently estimated not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00),
3 both of which will be paid from the Gross Settlement Amount. Any portion of the requested fees or
4 costs that is not awarded by the Court to Class Counsel shall become part of the Net Settlement
5 Amount and distributed to Participating Class Members as provided in this Agreement. Any
6 adjustments made by the Court to the requested fees and costs shall not be deemed a material
7 modification of this Agreement.

8 49. Class Representative Incentive Payment. Defendants agree not to oppose or object
9 to any application or motion by Plaintiff for a Class Representative Incentive Payment of Five
10 Thousand Dollars and Zero Cents (\$5,000.00). The Class Representative Incentive Payment to
11 Plaintiff is in exchange for the Released Claims, General Release of Plaintiff's individual claims,
12 and for Plaintiff's time, effort, and risk in bringing and prosecuting the Action. Any adjustments
13 made by the Court to the requested Class Representative Incentive Payment shall not be deemed a
14 material modification of this Agreement. In the event that the Court reduces or does not approve the
15 requested Class Representative Incentive Payment, the Settlement Agreement remains in full force
16 and effect; Plaintiff shall not have the right to revoke the Agreement for that reason; it shall remain
17 binding; and any portion of the requested Class Representative Incentive Payment that is not
18 awarded to the Class Representative shall become part of the Net Settlement Amount and distributed
19 to Participating Class Members as provided in this Agreement.

20 50. Settlement Administration Costs. The Settlement Administrator will be paid for the
21 reasonable costs of administration of the Settlement and distribution of payments from the Gross
22 Settlement Amount as further set forth in this Agreement. Settlement Administration Costs are
23 estimated not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00). To the extent that
24 Settlement Administration Costs are less than \$10,000.00, the difference between \$10,000.00 and
25 the actual costs of settlement administration shall become part of the Net Settlement Amount and
26 distributed to Participating Class Members as provided in this Agreement.

27 51. PAGA Civil Penalties. Twenty Thousand Dollars and Zero Cents (\$20,000.00) of the
28 Gross Settlement Amount shall be allocated for settlement of claims for civil penalties under the

PAGA. The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Civil Penalties, or Fifteen Thousand and Zero Cents (\$15,000.00), to the LWDA. The remaining twenty-five percent (25%) of the PAGA Civil Penalties, or Five Thousand Five Hundred Dollars and Zero Cents (\$5,000.00), will be distributed to PAGA Members on a *pro rata* basis based on the total number of Workweeks worked by each PAGA Member during the PAGA Period. PAGA Members shall receive their portion of the PAGA Civil Penalties regardless of their decision to opt-out of the class settlement.

52. Net Settlement Amount for Payment of Class Claims. The Net Settlement Amount will be used to satisfy the class portion of Participating Class Members' Individual Settlement Payments in accordance with the terms of this Agreement. The estimated Net Settlement Amount is as follows:

Gross Settlement Amount:	\$375,000.00
Minus Court-approved Class Representative Incentive Payment:	\$5,000.00
Minus Court-approved Class Counsel's Attorneys' Fees (one-third):	\$125,000.00
Minus Court-approved Class Counsel's Verified Costs:	\$30,000.00
Minus Amount Paid to LWDA:	\$15,000.00
Minus Estimated Settlement Administration Costs:	\$10,000.00
Estimated Net Settlement Amount:	\$190,000.00

53. Individual Settlement Payment Calculations. Individual Settlement Payments will be paid from the Net Settlement Amount and the portion of the PAGA Civil Penalties allocated to PAGA Members (twenty-five percent [25%] of the PAGA Penalties) shall be paid pursuant to the formula set forth herein:

a. Calculation of Class Portion of Individual Settlement Payments. The Settlement Administrator will determine the total number of Workweeks for each Participating Class Member and the total aggregated number of Workweeks worked by all Participating Class Members during the Class Period. The Settlement Administrator will be provided with such information, by Defendants, as is necessary to calculate each Participating Class Member's Workweeks and the aggregated

1 number of Workweeks. The amount that each Participating Class Member will be
2 eligible to receive will be calculated by dividing each Participating Class Member's
3 individual Workweeks by the total Workweeks of all Participating Class Members
4 and multiplying the resulting fraction by the Net Settlement Amount.

5 b. Calculation of PAGA Portion of Individual Settlement Payments. The
6 Settlement Administrator will determine the total number of PAGA Workweeks for
7 each PAGA Member and the total aggregated number of PAGA Workweeks worked
8 by all PAGA Members during the PAGA Period. The Settlement Administrator will
9 be provided with such information, by Defendants, as is necessary to calculate each
10 PAGA Member's PAGA Workweeks and the aggregated number of PAGA
11 Workweeks. The amount that each PAGA Member will receive will be calculated by
12 dividing each PAGA Member's individual PAGA Workweeks by the total PAGA
13 Workweeks of all PAGA Members and multiplying the resulting fraction by the 25%
14 share of the PAGA Civil Penalties designated for distribution to PAGA Members.
15 PAGA Members shall receive this portion of their Individual Settlement Payment
16 regardless of whether they opt out of the participation regarding the class claims.

17 c. Allocation of Individual Settlement Payments. Any payment made from the
18 PAGA Portion shall be treated as 100% penalties. All Individual Settlement
19 Payments made from the Net Settlement Amount will be allocated as one-third
20 (33.33%) wages and two-thirds (66.67%) as penalties and interest. The portion of the
21 Individual Settlement Payment allocated to wages will be reported by the Settlement
22 Administrator on an IRS Form W-2. The remaining non-wage payments will be
23 reported on an IRS Form-1099 by the Settlement Administrator.

24 54. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
25 Participating Class Members and/or PAGA Members under this Settlement, as well as any other
26 payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits
27 under any benefit plans to which any Class Members may be eligible, including, but not limited to
28 profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave

1 plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement
2 Agreement will not affect any rights, contributions, or amounts to which any Class Members may
3 be entitled under any benefit plans.

4 55. Settlement Administration Process. The Parties agree to cooperate in the
5 administration of the Settlement and to make all reasonable efforts to control and minimize the costs
6 and expenses incurred in administration of the Settlement. The Settlement Administrator will
7 provide the following services:

- 8 a. Establish and maintain a Qualified Settlement Fund.
- 9 b. Calculate the Individual Settlement Payment each Participating Class
10 Member and/or PAGA Member is eligible to receive and the portion of the PAGA
11 Civil Penalties each PAGA Member shall receive.
- 12 c. Print and mail the Class Notice.
- 13 d. Perform address searches as detailed in Paragraph 58, including conduct
14 additional address searches and skip traces for mailed Notices that are returned as
15 undeliverable.
- 16 e. Process Requests for Exclusion, Objections, calculate Participating Class
17 Members and PAGA Members' Individual Settlement Payment, field inquiries or
18 disputes from Class Members. This service will include Settlement Individual
19 Payment calculations, printing and issuance of Settlement Payment Checks, and
20 preparation of any necessary IRS W-2 and 1099 Tax Forms. Basic accounting for
21 and payment of employee tax withholdings will also be included as part of this
22 service.
- 23 f. Inform Defendants of their employer-side payroll tax liability and making
24 all necessary deposits and payments to the necessary taxing authorities for the
25 payments received for employer-share of payroll taxes.
- 26 Supply Class Counsel with a draft declaration at the conclusion of the opt-out
27 period.
- 28 g. Provide declarations and/or other information to this Court as requested by

1 the Parties and/or the Court.

2 h. Provide weekly status reports to counsel for the Parties.

3 i. Posting a notice of final judgment, after entry of the judgment, online at the
4 Settlement Administrator's website for a period of sixty (60) days pursuant to
5 California Rule of Court 3.769.

6 56. Delivery of the Class List. Within twenty-one (21) calendar days of Preliminary
7 Approval, Defendants will provide the Class List to the Settlement Administrator.

8 57. Class Notice by First-Class U.S. Mail. Within fourteen (14) calendar days after
9 receiving the Class List from Defendants, the Settlement Administrator will mail the Class Notice
10 to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing
11 addresses identified in the Class List.

12 58. Confirmation of Contact Information in the Class List. Prior to mailing, the
13 Settlement Administrator will perform a search based on the National Change of Address Database
14 for information to update and correct for any known or identifiable address changes. Any Class
15 Notice returned to the Settlement Administrator as non-deliverable on or before the Response
16 Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed
17 thereto, and the Settlement Administrator will indicate the date of such re-mailing on the Class
18 Notice. If no forwarding address is provided, within seven (7) calendar days of receiving the
19 returned Class Notice, the Settlement Administrator will promptly attempt to determine the correct
20 address using a skip-trace, or other comparable search database, using the name, address and/or
21 Social Security number of the Class Member involved, and will then perform a single re-mailing. If
22 an updated mailing address is identified, the Settlement Administrator shall resend the Class Notice
23 to the Class Member immediately, and in any event within seven (7) calendar days of obtaining the
24 updated address. If any Class Notice sent to a Class Member by the Settlement Administrator is
25 returned as undeliverable to a current employee, then Defendants shall make all reasonable efforts
26 to obtain the current address from the Class Member and provide the same within seven (7) calendar
27 days of notice from the Settlement Administrator. Those Class Members who receive a re-mailed
28 Class Notice, whether by skip-trace or by request, will have between the later of (a) an additional

1 fifteen (15) calendar days, or (b) the Response Deadline to postmark a Request for Exclusion, or an
2 Objection to the Settlement. Class Notices that are re-sent shall inform the recipient of this adjusted
3 deadline. If a Class Member's Class Notice is returned to the Settlement Administrator more than
4 once as non-deliverable, then an additional Class Notice shall not be mailed. Nothing else shall be
5 required of, or done by, the Parties, Class Counsel, or Defendants' Counsel to provide notice of the
6 proposed settlement.

7 59. Class Notice. All Class Members will be mailed a Class Notice. Each Class Notice
8 will provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement's
9 principal terms; (c) the Class definition; (d) the total number of Workweeks each respective Class
10 Member worked for Defendants during the Class Period; (e) the total number of Workweeks each
11 respective PAGA Member worked for Defendants during the PAGA Period; (f) each Class
12 Member's estimated Individual Settlement Payment and the formula for calculating the Individual
13 Settlement Payment; (g) the dates which comprise the Class Period and PAGA Period; (h) the
14 deadlines by which the Class Member must postmark Requests for Exclusion, Objections to the
15 Settlement, or workweek disputes; (h) the claims to be released, as set forth herein; and (i) the
16 hearing date for Final Approval.

17 60. Disputed Information on Class Notice. Class Members will have an opportunity to
18 dispute the information provided in their Class Notice. To the extent Class Members dispute the
19 number of Workweeks with which they have been credited or the amount of their Individual
20 Settlement Payment, Class Members may produce evidence to the Settlement Administrator
21 showing that such information is inaccurate. Absent evidence rebutting Defendants' records,
22 Defendants' records will be presumed determinative. However, if a Class Member produces
23 evidence contrary to Defendants' records by the Response Deadline, the Settlement Administrator
24 shall notify Class Counsel and Defense Counsel to discuss and resolve the dispute, including
25 providing all available relevant information to all counsel. The Parties will resolve all disputes
26 jointly, which shall be final and binding on any Class Member disputes and shall thereafter instruct
27 the Settlement Administrator how to proceed in processing the dispute. If the Parties cannot reach
28 an agreement, disputes shall be referred to the Settlement Administrator for a determination and if

1 the dispute remains unresolved after that, the dispute shall be submitted to the Court for final
2 determination. All such disputes are to be resolved or submitted to the Court no later than fourteen
3 (14) calendar days after the Response Deadline.

4 61. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
5 Settlement must sign and postmark a written Request for Exclusion to the Settlement Administrator
6 by the Response Deadline. The Request for Exclusion must include (a) the Class Member's name,
7 address, telephone number, and the last four digits of the Class Member's Social Security number,
8 signature, and date, and (b) a clear statement requesting to be excluded from the Settlement of the
9 class claims. The date of the postmark on the return mailing envelope receipt confirmation will be
10 the exclusive means to determine whether a Request for Exclusion has been timely submitted. All
11 Requests for Exclusion will be submitted to the Settlement Administrator, who will certify jointly
12 to Class Counsel and Defense Counsel the Requests for Exclusion that were timely submitted. All
13 Class Members who do not request exclusion from the Action will be bound by all terms of the
14 Settlement Agreement if the Settlement is granted final approval by the Court.

15 62. Defendants' Right to Rescind. If ten percent (10%) or more of the Class Members
16 elect not to participate in the Settlement, Defendants may, at their election, rescind the Agreement
17 and all actions taken in furtherance of it will be thereby null and void. Defense Counsel must meet
18 and confer with Class Counsel prior to Defendants exercising this right and must make clear their
19 intent to rescind the Agreement within thirty (30) calendar days of the expiration of the opt-out
20 period. If Defendants exercises their right to rescind the Agreement, Defendants shall be responsible
21 for all Settlement Administration Costs incurred to the date of rescission.

22 63. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class
23 Member who does not affirmatively opt-out of the Settlement by submitting a timely and valid
24 Request for Exclusion will be bound by all of its terms, including those pertaining to the Released
25 Claims, as well as any Judgment that may be entered by the Court if it grants Final Approval to the
26 Settlement. Class Members who opt-out of the Settlement shall not be bound by such Judgment or
27 release.

28 64. Objection Procedures. To object to the Settlement, a Participating Class Member

1 should postmark a valid Objection to the Settlement Administrator on or before the Response
2 Deadline. The Objection should be signed by the Participating Class Member and contain all
3 information required by this Agreement including (a) the Participating Class Member's full name,
4 address, telephone number, last four digits of his or her Social Security number, and signature, and
5 (b) the settlement to which the Participating Class Member is objecting to: "*Jacob Carrillo v.*
6 *BikeHub and Bicycle Transit Systems, Inc. Wage and Hour Settlement*" (c) a written statement of
7 all grounds for the objection accompanied by legal support, if any, for such objection, and (d) if
8 represented by separate counsel, the name, address, bar number, and telephone number of the
9 Participating Class Member's representing attorney, The postmark date will be deemed the
10 exclusive means for determining that the Objection is timely. Participating Class Members who fail
11 to object in the manner specified above will be foreclosed from making a written Objection but shall
12 still have a right to appear at the Final Approval Hearing in order to have his or her Objection heard
13 by the Court. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage
14 Participating Class Members to submit written Objections to the Settlement or appeal from the Order
15 and Judgment. Class Counsel will not represent any Class Members with respect to any objections
16 to this Settlement.

17 65. Certification Reports Regarding Individual Settlement Payment Calculations. The
18 Settlement Administrator will provide Defense Counsel and Class Counsel a weekly report which
19 certifies: (a) the number of Class Members who have submitted Requests for Exclusion; (b) the
20 number of re-mailed and/or undeliverable Class Notices; and (c) whether any Class Member has
21 submitted a challenge to any information contained in the Class Notice. Additionally, the Settlement
22 Administrator will provide to counsel for all Parties any updated reports regarding the administration
23 of the Settlement Agreement as needed or requested.

24 66. Uncashed Settlement Checks. Any checks issued by the Settlement Administrator to
25 Participating Class Members and PAGA Members will be negotiable for at least one hundred eighty
26 (180) calendar days. If a Participating Class Member or PAGA Member does not cash his or her
27 Settlement Check or PAGA payment check within 180 days, the uncashed funds, subject to Court
28 approval, shall be distributed to the Controller of the State of California to be held pursuant to the

1 Unclaimed Property Law, California Civil Code § 1500, *et. seq.* for the benefit of those Participating
2 Class Members and PAGA Members who did not cash their checks until such time that they claim
3 their property. The Parties agree that this disposition results in no “unpaid residue” under California
4 Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out to Participating
5 Class Members and PAGA Members, whether or not they all cash their Settlement Checks or PAGA
6 payment checks. Therefore, Defendants will not be required to pay any interest on such amounts.
7 The Individual Settlement Payments provided to Participating Class Members and to PAGA
8 Members shall prominently state the expiration date or a statement that the Settlement Check will
9 expire in one hundred eighty (180) days, or alternatively, such a statement may be made in a letter
10 accompanying the Individual Settlement Payment. Expired Individual Settlement Payments will not
11 be reissued, except for good cause and as mutually agreed by the Parties in writing. The parties
12 agree no unclaimed funds will result from the settlement.

13 67. Administration of Taxes by the Settlement Administrator. The Settlement
14 Administrator will be responsible for issuing to the Plaintiff, Participating Class Members, PAGA
15 Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all
16 amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible for
17 forwarding all payroll taxes and penalties to the appropriate government authorities.

18 68. Tax Liability. Defendants make no representation as to the tax treatment or legal
19 effect of the payments called for hereunder, and Plaintiff, Participating Class Members, and PAGA
20 Members are not relying on any statement, representation, or calculation by Defendants or by the
21 Settlement Administrator in this regard. Plaintiff, Participating Class Members, and PAGA
22 Members understand and agree that except for Defendants’ payment of the employer’s portion of
23 any payroll taxes, they will be solely responsible for the payment of any taxes and penalties assessed
24 on the payments described herein. Defendants’ share of any employer-side payroll taxes and other
25 required employer withholdings due on the Individual Settlement Payments, including, but not
26 limited to, Defendants’ FICA and FUTA contributions, shall be paid separate and apart from the
27 Gross Settlement Amount.

28 69. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,

1 the “acknowledging party” and each Party to this Agreement other than the acknowledging party,
2 an “other party”) acknowledges and agrees that: (1) no provision of this Agreement, and no written
3 communication or disclosure between or among the Parties or their attorneys and other advisers, is
4 or was intended to be, nor shall any such communication or disclosure constitute or be construed or
5 be relied upon as, tax advice within the meaning of United States Treasury Department circular 230
6 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her
7 or its own, independent legal and tax counsel for advice (including tax advice) in connection with
8 this Agreement, (b) has not entered into this Agreement based upon the recommendation of any
9 other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any
10 communication or disclosure by any attorney or advisor to any other party to avoid any tax penalty
11 that may be imposed on the acknowledging party, and (3) no attorney or advisor to any other party
12 has imposed any limitation that protects the confidentiality of any such attorney’s or adviser’s tax
13 strategies (regardless of whether such limitation is legally binding) upon disclosure by the
14 acknowledging party of the tax treatment or tax structure of any transaction, including any
15 transaction contemplated by this Agreement.

16 70. Release by Participating Class Members, PAGA Members, the LWDA and the State
17 of California. It is the desire of Plaintiff, Participating Class Members, and Defendants to fully,
18 finally, and forever settle, compromise, and discharge the claims asserted in the Operative
19 Complaint. Upon the funding of the Gross Settlement Amount, in exchange for the consideration
20 set forth in this Agreement, Participating Class Members shall fully release and discharge the
21 Released Parties from any and all Released Claims for the Class Period. This release shall be binding
22 on all Participating Class Members, including each of their respective attorneys, agents, executors,
23 representatives, guardians ad litem, heirs, successors, and assigns, and shall inure to the benefit of
24 the Released Parties, who shall have no further or other liability or obligation to any Class Member
25 with respect to the Released Claims, except as expressly provided herein. All PAGA Members,
26 regardless of whether they submit timely and valid Requests for Exclusion from the Settlement
27 Class, will release all PAGA Released Claims, as well as claims that could have been premised on
28 the claims, causes of action or legal theories described the Operative Complaint during the PAGA

1 Period. The State of California and the LWDA will also release all PAGA Release Claims, as well
2 as all claims that could have been premised on the claims, causes of action or legal theories described
3 the Operative Complaint.

4 71. Release of Additional Claims & Rights by Plaintiff. Upon the Effective Date, and as
5 a condition of receiving any portion of the Class Representative Incentive Payment, Plaintiff will
6 agree to the additional following General Release: In consideration of Defendant's promises and
7 agreements as set forth herein, Plaintiff hereby releases all claims related his employment or alleged
8 employment with the Released Parties including all claims alleged in the Action, and all claims
9 known and unknown, without exception, except as may be prohibited by law. Specifically, Plaintiff
10 waives all rights and benefits afforded by California Civil Code § 1542, which provides:

11 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR
12 OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR
13 HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF
14 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER
15 SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

16 This release specifically excludes claims for unemployment insurance, disability, social
17 security, and workers' compensation, and Plaintiff's pending workers compensation claims as
18 alleged in Plaintiff's claims before the Workers' Compensation Appeals Board, in the matters
19 entitled *Jacob David Carrillo v. BikeHub*, Case Nos. ADJ12820317 and ADJ14649636.

20 72. Nullification of Agreement. In the event that: (a) the Court does not finally approve
21 the Settlement as provided herein; (b) the Court strikes or does not approve any material term of this
22 Agreement; or (c) the Settlement does not become final as written and agreed to by the Parties for
23 any other reason, then this Agreement, and any documents generated to bring it into effect, will be
24 null and void, all amounts deposited into the QSF will be returned to Defendants, and the Parties
25 shall be returned to their original respective positions. Any order or judgment entered by the Court
26 in furtherance of this Agreement will likewise be treated as void from the beginning. Pursuant to
27 California Evidence Code § 1152, this Agreement is inadmissible in any proceeding, except a
28 proceeding to approve, interpret, or enforce this Agreement. If Final Approval does not occur, the

1 Parties agree that this Agreement is void, and remains protected by California Evidence Code
2 § 1152. Should the Court fail to approve this Agreement for any reason, the Parties agree that they
3 will return to and attend mediation with a mutually agreed mediator in an effort to reach an
4 Agreement that may be approved by the Court.

5 73. Preliminary Approval Hearing. Plaintiff will file an unopposed Motion to request
6 Preliminary Approval of the Agreement, and the entry of a Preliminary Approval order for:

- 7 a. Conditionally certifying the Class for settlement purposes only;
- 8 b. Appointing Paul K. Haines, Sean M. Blakely, and Neil M. Larsen of Haines Law
9 Group, APC as Class Counsel;
- 10 c. Appointing Plaintiff Jacob Carrillo as Class Representative for the Settlement Class;
- 11 d. Approving Phoenix Settlement Administrators as Settlement Administrator;
- 12 e. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable,
13 and adequate;
- 14 f. Approving the form and content of the Class Notice attached as **Exhibit A**, and
15 directing the mailing of same in both English and Spanish; and
- 16 g. Setting a date for a Final Approval/Settlement Fairness Hearing.

17 74. Final Settlement Approval Hearing and Entry of Judgment. Upon completion of the
18 Class Notice process, including the expiration of the deadlines to postmark Requests for Exclusion
19 or objections to the Agreement, a Final Approval/Settlement Fairness Hearing will be conducted to
20 determine the Final Approval of the Settlement Agreement along with the amounts properly payable
21 for: (a) Individual Settlement Payments; (b) PAGA Civil Penalties; (c) Class Counsel's Attorneys'
22 Fees and Costs; (d) the Class Representative Incentive Payment for Plaintiff; and (d) the Settlement
23 Administration Costs. Class Counsel will be responsible for drafting all documents necessary to
24 obtain Final Approval. In connection with the Final Approval Hearing, Class Counsel will request
25 that the Court make a finding that the Settlement is fair, reasonable and adequate and that the Notice
26 process satisfied the requirements of due process. Class Counsel will be responsible for drafting the
27 application for attorneys' fees and costs to be heard at the Final Approval Hearing. Any failure by
28 the Court to fully and completely approve the Agreement as to the Action, or the entry of any Order

1 by another Court with regard to the Action which has the effect of modifying material terms of this
2 Agreement or preventing the full and complete approval of the Agreement as written and agreed to
3 by the Parties, will result in this Agreement and all obligations under this Agreement being null and
4 void. Defendants agree they shall not oppose the granting of the Motion for Final Approval,
5 provided Defendants have not exercised their right to rescind pursuant to this Agreement.

6 75. Judgment and Continued Jurisdiction. Upon expiration of the Response Deadline,
7 with the Court's permission, a Final Approval/Settlement Fairness Hearing shall be conducted to
8 determine Final Approval of the Settlement. Pursuant to California Rule of Court 3.769(h), after
9 granting Final Approval, the Court shall retain jurisdiction over the Parties to enforce the terms of
10 the judgment.

11 76. Exhibits Incorporated by Reference. The terms of this Agreement include the terms
12 set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth
13 herein. Any Exhibits to this Agreement are an integral part of the Settlement.

14 77. Entire Agreement. This Agreement and any attached Exhibits constitute the entire
15 Agreement among these Parties, and no oral or written representations, warranties or inducements
16 have been made to any Party concerning this Agreement or its Exhibits other than the
17 representations, warranties and covenants contained and memorialized in the Agreement and its
18 Exhibits.

19 78. Amendment or Modification. This Agreement may be amended or modified only by
20 a written instrument signed by counsel for all Parties or their successors-in-interest, and approved
21 by the Court.

22 79. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant
23 and represent they are expressly authorized by the Parties whom they represent to negotiate this
24 Agreement and to take all appropriate action required or permitted to be taken by such Parties
25 pursuant to this Agreement to effectuate its terms and to execute any other documents required to
26 effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other
27 and use their best efforts to affect the implementation of the Settlement. If the Parties are unable to
28 reach agreement on the form or content of any document needed to implement the Settlement, or on

1 any supplemental provisions that may become necessary to effectuate the terms of this Settlement,
2 the Parties may seek the assistance of the Court to resolve such disagreement.

3 80. Binding on Successors and Assigns. This Agreement will be binding upon, and inure
4 to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

5 81. California Law Governs. All terms of this Agreement hereto will be governed by and
6 interpreted according to the laws of the State of California.

7 82. Execution and Counterparts. This Agreement must be executed by all Parties.
8 However, the Agreement may be executed in one or more counterparts. All executed counterparts
9 and each of them, including facsimile and scanned copies of the signature page, will be deemed to
10 be one and the same instrument provided that counsel for the Parties will exchange among
11 themselves original signed counterparts.

12 83. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe
13 this Settlement is a fair, adequate and reasonable settlement of this Action and have arrived at this
14 Settlement after extensive arms-length negotiations, taking into account all relevant factors, present
15 and potential.

16 84. Invalidity of Any Provision. Before declaring any provision of this Agreement
17 invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible
18 consistent with applicable precedents so as to define all provisions of this Agreement valid and
19 enforceable.

20 85. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to
21 class certification for purposes of this Settlement only; except, however, that either party may appeal
22 any court order that materially alters the terms of the Agreement.

23 86. Class Action Certification for Settlement Purposes Only. The Parties agree to
24 stipulate to class action certification only for purposes of the Settlement. If, for any reason, the
25 Settlement is not approved, the stipulation to certification will be void. The Parties further agree that
26 certification for purposes of the Settlement is not an admission that class action certification is
27 proper under the standards applied to contested certification motions and that this Agreement will
28 not be admissible in this or any other proceeding as evidence that either: (a) a class action should be

1 certified, or (b) Defendants are liable to Plaintiff or any Class Member.

2 87. Non-Admission of Liability. The Parties enter into this Agreement to resolve the
3 dispute that has arisen between them and to avoid the burden, expense and risk of continued
4 litigation. In entering into this Agreement, Defendants do not admit, and specifically deny, they
5 have violated any federal, state, or local law; violated any regulations or guidelines promulgated
6 pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any
7 contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged
8 in any other unlawful conduct with respect to their employees. Neither this Agreement, nor any of
9 its terms or provisions, nor any of the negotiations connected with it, shall be construed as an
10 admission or concession by Defendants of any such violations or failures to comply with any
11 applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this
12 Agreement and its terms and provisions shall not be offered or received as evidence in any action
13 or proceeding to establish any liability or admission on the part of Defendants or to establish the
14 existence of any condition constituting a violation of, or a non-compliance with, federal, state, local
15 or other applicable law.

16 88. Captions. The captions and section numbers in this Agreement are inserted for the
17 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
18 provisions of this Agreement.

19 89. Waiver. No waiver of any condition or covenant contained in this Agreement or
20 failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
21 constitute a further waiver by such party of the same or any other condition, covenant, right or
22 remedy.

23 90. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms
24 and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly
25 against one Party than another merely by virtue of the fact that it may have been prepared by counsel
26 for one of the Parties, it being recognized that, because of the arms-length negotiations between the
27 Parties, all Parties have contributed to the preparation of this Agreement.

28 91. Representation By Counsel. The Parties acknowledge that they have been

1 represented by counsel throughout all negotiations that preceded the execution of this Agreement,
2 and that this Agreement has been executed with the consent and advice of counsel and reviewed in
3 full. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the
4 Agreement.

5 92. All Terms Subject to Final Court Approval. All amounts and procedures described
6 in this Agreement herein will be subject to Final Approval by the Court.

7 93. Cooperation and Execution of Necessary Documents. The Parties agree to cooperate
8 to promote participation in the Settlement, and in seeking court approval of the Settlement. The
9 Parties and their counsel agree not to take any action to encourage any Class Members to opt out of
10 and/or object to the Settlement.

11 94. Enforcement and Continuing Jurisdiction of the Court. To the extent consistent with
12 class action procedure, this Agreement shall be enforceable by the Court pursuant to California Code
13 of Civil Procedure § 664.6. The Court shall retain continuing jurisdiction over the Settlement and
14 over all Parties and Class Members, to the fullest extent to enforce and effectuate the terms and
15 intent of this Agreement, and to adjudicate any claimed breaches of this Agreement. The Court may
16 award reasonable attorneys' fees and costs to the prevailing party in any motion or action taken and
17 based on an alleged violation of any material term of this Agreement.

18 95. Voluntary Agreement. The Parties acknowledge that they have entered into this
19 Agreement voluntarily, on the basis of their own judgment and without coercion, duress, or undue
20 influence of any Party, and not in reliance on any promises, representations, or statements made by
21 the other Parties other than those contained in this Agreement. Each of the Parties hereto expressly
22 waives any right he/it might ever have to claim that this Agreement was in any way induced by
23 fraud.

24 96. Confidentiality. Other than the filing of the Motion for Preliminary Approval and the
25 Motion for Final Approval of the Agreement, Plaintiff and Class Counsel agree not to disclose or
26 publicize the Agreement contemplated herein, the fact of the Agreement, its terms or contents, or
27 the negotiations underlying the Agreement, in any manner or form, directly or indirectly, to any
28 person or entity, except to Class Members and as shall be contractually and/or legally required to

1 effectuate the terms of the Agreement as set forth herein in any manner. Nothing in this Agreement
2 shall limit Defendants' ability to fulfill disclosure obligations reasonably required by law or in
3 furtherance of business purposes, including the fulfillment of obligations stated in this Agreement
4 or limit Class Counsel's communications with the Class Members in furtherance of approval of this
5 Settlement.

6 97. Binding Agreement. The Parties warrant that they understand and have full authority
7 to enter into this Settlement, and further intend that this Agreement will be fully enforceable and
8 binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding
9 to enforce its terms, notwithstanding any settlement confidentiality provisions that otherwise might
10 apply under federal or state law.

11 98. Notices. All notices, demands, and other communications to be provided concerning
12 this Settlement Agreement shall be in writing and delivered by mail and by e-mail at the addresses
13 set forth below, or such other addresses as either Party may designate in writing from time to time:

14 if to Plaintiff: Paul K. Haines of Haines Law Group, APC
15 2155 Campus Drive, Suite 180, El Segundo, CA 90245
phaines@haineslawgroup.com

16 if to Defendants: Katherine C. Den Bleyker of Lewis Brisbois Bisgaard & Smith LLP
17 633 West 5th Street, Suite 4000, Los Angeles, CA 90071
katherine.denbleyker@lewisbrisbois.com

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20 David D. Sohn of Sohn Legal Group, P.C.
20 Haight Street, Suite 101, San Francisco, CA 94102
21 david@sohnlegal.com
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DATED: May 4, 2022, 2022 By: 
Plaintiff JACOB CARRILLO

DATED: _____, 2022 By: _____
Name: _____
of BIKEHUB

DATED: _____, 2022 By: _____
Name: _____
of BICYCLE TRANSIT SYSTEM, INC.

APPROVED AS TO FORM

DATED: _____, 2022 By: _____
Paul K. Haines
Sean M. Blakely
Haines Law Group, APC
Attorneys for Plaintiff

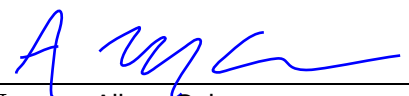
DATED: _____, 2022 By: _____
David Sohn
Sohn Legal Group, P.C.
Attorneys for Defendant BikeHub

DATED: _____, 2022 By: _____
Katherine C. Den Bleyker
Lewis Brisbois Bisgaard & Smith LLP
Attorneys for Defendant Bicycle Transit Systems,
Inc.

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DATED: _____, 2022 By: _____
Plaintiff JACOB CARRILLO

DATED: _____, 2022 By: _____
Name: _____
of BIKEHUB

DATED: May 3, 2022, 2022 By: 
Name: Alison Cohen
of BICYCLE TRANSIT SYSTEM, INC.

APPROVED AS TO FORM
DATED: May 5, 2022 By: 
Paul K. Haines
Sean M. Blakely
Haines Law Group, APC
Attorneys for Plaintiff

DATED: _____, 2022 By: _____
David Sohn
Sohn Legal Group, P.C.
Attorneys for Defendant BikeHub

DATED: May 5, 2022 By: 
Katherine C. Den Bleyker
Lewis Brisbois Bisgaard & Smith LLP
Attorneys for Defendant Bicycle Transit Systems, Inc.

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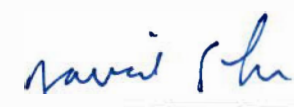
DATED: , 2022 By: Plaintiff JACOB CARRILLO

DATED: May 2 , 2022 By: 
Name: Gene Oh
of BIKEHUB

DATED: , 2022 By:
Name:
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APPROVED AS TO FORM

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