

**PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND
RELEASE**

This Private Attorneys General Act Settlement Agreement and Release (“PAGA Settlement Agreement”) is made by and between plaintiffs Vanessa Perez, Mario Cazares, Anthony Hanselman, Scott Nason, Mohan Rao, Jane Sandelman, and Shannon Tabone (“Plaintiffs”), individually, and on behalf of the other aggrieved employees (the “PAGA Members” as described below), and as a private attorney general on behalf of the State of California pursuant to PAGA on the one hand, and Defendants Hyperion Motors, Inc. (now known as Hyperion Companies, Inc.) and Defendant Hyperion Companies, Inc. (fka Hyperion Motors, Inc.) (collectively, the “Defendants” or “Hyperion Companies”), on the other hand. Plaintiffs, Defendants, Employers and Employees are referred to in this Agreement individually as a “Party,” or collectively as the “Parties.”

This Settlement shall be binding on Plaintiffs and the PAGA Members they represent and, on the Defendants, subject to the approval of the Court.

WHEREAS, on October 14, 2020, Plaintiffs sent correspondence (the “LWDA Notice”) to the Labor and Workforce Development Agency (“LWDA”) of their intent to pursue a representative action pursuant to the Private Attorneys General Act of 2004, as codified in California Labor Code §2698 *et seq.* (“PAGA”), on behalf of themselves and the State of California as well as on behalf of a group of aggrieved employees.

WHEREAS, on November 18, 2020, Plaintiffs, through their counsel Merino Yebri, LLP (“PAGA Counsel”) filed the action entitled *Perez, et al. v. Hyperion Motors, Inc. et al.*, Case No. 30-2020-01170764-CU-WT-CJC, in the Superior Court of California, County of Orange (the “Lawsuit”), asserting a representative claim for civil penalties payable to themselves, other aggrieved employees, and the State of California pursuant to the California Private Attorneys General Act (“PAGA”) as against Defendants and Constantine “Angelo” Kafantaris (erroneously sued as Angelo Kafantaris), based on allegations that Defendants and Mr. Kafantaris (1) failed to pay overtime compensation; (2) failed to provide meal breaks; (3) failed to provide rest breaks; (4) failed to reimburse business expenses; (5) failed to pay minimum wage compensation; (6) provided improper wage statements; and (7) failed to timely pay wages upon discharge and waiting time penalties. (Plaintiffs’ “Representative PAGA Claim”).

WHEREAS, Defendants and Mr. Kafantaris deny all of the allegations in the Lawsuit, and including all PAGA Representative Claims, and further deny they committed any misconduct, statutory or regulatory violation, wrongdoing, or any other actionable conduct of any kind.

WHEREAS Defendants Hyperion Companies shall pay the amount necessary to resolve the PAGA claims, and Plaintiffs have not requested Mr. Kafantaris to pay any monies to resolve the PAGA claims, and Mr. Kafantaris shall not pay any monies to resolve the PAGA claims, in connection with this Agreement.

WHEREAS, the parties are concurrently entering into a separate and related Stipulation and Proposed Order (the “Settlement Stipulation”) whereby the parties have agreed to amend the Civil Action to remove Mr. Kafantaris as a named party to the litigation;

WHEREAS, for purposes of this Settlement, the PAGA Members are defined as: all individuals who were employed by Defendants from November 18, 2019 through September 23, 2021 (the “PAGA Release Period”). The Defendants represent that there are approximately 130 PAGA Members.

WHEREAS, the Parties have conducted a thorough investigation into the facts of the Lawsuit. This included exchanging extensive data and information as well as documents relating to the underlying alleged violations. On August 30, 2021, the Parties attended a full day of mediation with an experienced wage and hour mediator, Hon. Suzanne Segal (ret.). With the assistance of the mediator, the Parties reached this settlement and the Parties believe the settlement is fair, reasonable, and adequate. The Parties understand, acknowledge, and agree that this PAGA settlement constitutes a compromise of Plaintiffs’ Representative PAGA Claim, and that it is the desire and intention of the Parties to effect a final and complete resolution of the Representative PAGA Claim that Plaintiffs and the PAGA Members have against the Defendants and their past or present parents, subsidiaries, and affiliated corporations, and/or any officers, directors, employees, partners, agents, insurers, and/or any other individual or entity which could be liable for the acts of omissions of Defendants. The Parties further acknowledge that this Agreement is a compromise of disputed claims and that the furnishing of consideration pursuant to this PAGA Settlement Agreement shall not be deemed or construed at any time or for any purpose as an admission of liability or wrongdoing by any party in any manner whatsoever.

WHEREAS, the Parties are concurrently entering into a separate and related settlement agreement and release entitled the Individual Claims Settlement Agreement and General Release with respect to Plaintiffs’ individual claims (“Plaintiffs’ Individual Settlement Agreement”).

WHEREAS, California Labor Code § 2699(k)(2) requires Court review and approval of any settlement of a civil action filed pursuant to PAGA.

In consideration of the promises and agreements contained herein, and for good and valuable consideration, the Parties agree and covenant as follows:

TERMS OF SETTLEMENT

Subject to the Court’s approval of the Settlement Agreement pursuant to Labor Code section 2699(1)(2), which counsel for the Parties and the Parties agree to recommend in good faith to the Court, the Parties agree to the following binding settlement of the Lawsuit.

1. **Effective Date.** The effective date of this Agreement shall be the date the Court approves this Agreement and the PAGA Settlement (“Effective Date”).

2. **Release as to PAGA Members.** The Parties agree and acknowledge that, to the maximum extent permitted by law, upon the Effective Date, the final judgment entered pursuant to this settlement will bind all those who would be bound by a judgment if the action had been brought by the California Labor & Workforce Development Agency (“LWDA”), including Plaintiffs, the LWDA, and any aggrieved employee not a party to the proceeding, with respect to the recovery of civil penalties under the California Private Attorneys General Act, California Labor

Code § 2698, *et. seq.* only, against the Defendants and their past or present parents, subsidiaries, and affiliated corporations, and/or the Defendant's officers, directors, employees, partners, agents, insurers, Mr. Kafantaris, and/or any other individual or entity which could be liable for the acts of omissions of the Defendants (the "Released Parties"). To be clear, Plaintiffs, as the representatives for the State of California, will forever completely release and discharge the Released Parties of any and all PAGA Representative Claims for civil penalties under Labor Code sections 2698, 2699 and 2699.3 that were alleged or that could have been alleged in the Lawsuit, based on the facts alleged therein, including but not limited to claims that Defendants (1) failed to pay overtime compensation; (2) failed to provide meal breaks; (3) failed to provide rest breaks; (4) failed to reimburse business expenses; (5) failed to pay minimum wage compensation; (6) provided improper wage statements; and (7) failed to timely pay wages upon discharge and waiting time penalties; and (8) in engaging in the alleged aforementioned conduct violated or created a right to damages under the California Labor Code, including sections 201, 202, 203, 218.5, 226, 226.3, 226.7, 510, 512, 558, 1194, 1182.11, 1182.12, 1194, 1194.2, 1197, 1198, 2699, 2802, and Wage Order Nos. 7-2001(3)(A), and 1-2001(12) (the "PAGA Released Claims"). It is expressly understood and agreed that this settlement does not release Defendants from liability, if any, to any nonparty employee of Defendants for any claims they may assert against the Defendants other than the PAGA claim for civil penalties asserted in the Lawsuit, or effect a waiver of claims, if any, the nonparty employee of Defendants may have against Defendants for violations of any statute other than PAGA. The time period governing these "PAGA Released Claims" shall be the PAGA Release Period.

3. Release by Plaintiffs. Plaintiffs hereby releases and forever discharges Defendants and their present and former trustees, officers, owners, parent companies, employees, agents, affiliated entities, insurers, attorneys, successors, predecessors, and assigns and each of them ("Released Parties"), from all claims, causes of action, charges, complaints, obligations, costs, losses, damages, injuries, attorneys' fees, and other legal responsibilities, of any form whatsoever ("Claims"), whether known or unknown, unforeseen, unanticipated, unsuspected or latent, which they now own or hold, or have at any time prior to this Agreement owned or held, by reason of any matter or thing arising out of or in any way related to the relationship between the parties including, but not limited to, any rights or obligations arising from the Employment Relationship. This includes but is not limited to a release of all rights and claims Plaintiffs may have under:

(a) Anti-Discrimination Statutes, such as the California Fair Employment and Housing Act "FEHA," Government Code 12940 *et seq.* (prohibits discrimination in employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, sexual orientation, marital status, sex, gender, or age); Title VII of the Civil Rights Act of 1964 (prohibits discrimination in employment based on race, color, national origin, religion, sex, or pregnancy); the Civil Rights Act of 1991 (prohibits discrimination); 42 U.S.C. Sec. 1981 (prohibits discrimination); the Executive Order 11246 (prohibits race, color, religion, sex, and national origin discrimination); the Americans With Disabilities Act (prohibits disability discrimination); the Rehabilitation Act of 1973 (prohibits handicap discrimination); the Age Discrimination in Employment Act ("ADEA"), and the Equal Pay Act and California Fair Pay Act (prohibits paying men and women unequal pay for substantially similar work),

(b) Federal and State Employment Statutes, such as the Employee Retirement Income Security Act of 1974 (protects employee benefits); and the Family and Medical Leave Act (provides for leaves of absence); the California Family Rights Act (provides for leaves of absence); and the California Business and Professions Code Sec. 17200 (prohibits unfair business practices),

(c) Claims arising under California and/or federal wage hour law, including but not limited to those arising under the California Labor Code; the California Industrial Welfare Commission Wage Orders; the Private Attorneys' General Act; and the Fair Labor Standards Act, including but not limited to claims for unpaid wages, overtime, meal breaks, rest breaks, class action claims, paid sick leave, minimum wage, and any other claims for compensation or penalties, including but not limited to any class or collective action claims, whether as a named plaintiff or as a class member,

(d) Other Laws, such as federal or local laws or regulations prohibiting discrimination in employment or otherwise, enforcing express or implied contracts, requiring employers to deal fairly or in good faith, or restricting an employer's right to terminate employees. Employee also releases any and all other claims, known and unknown, for breach of contract, express or implied; breach of the covenant of good faith and fair dealing; wrongful discharge in violation of public policy; and retaliation, defamation, conspiracy, infliction of emotional distress, invasion of privacy, harassment, assault, battery, misrepresentation, or any other tort; and

(e) Benefit Plans, such as any stock option, bonus, incentive compensation, commission, medical, dental, life insurance, retirement, disability, and other compensation or benefit plans;

However, nothing in this Agreement shall constitute a release by Plaintiffs of vested retirement benefits, if any, Plaintiffs earned during a period of active employment under any qualified retirement plans, as determined under the official terms of those plans. This Agreement also does not release any claims under California Workers' Compensation law and/or that cannot be released as a matter of law. Nor does this Agreement release any rights or claims arising out of the Agreement or breach of it.

4. Release of Unknown Claims. Plaintiffs acknowledge and agrees that all of Plaintiff's rights under Section 1542 of the Civil Code of California are hereby expressly waived. Said section reads as follows:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
THAT THE CREDITOR OR RELEASING PARTY DOES
NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
FAVOR AT THE TIME OF EXECUTING THE RELEASE
AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
MATERIALLY AFFECTED HIS OR HER SETTLEMENT**

WITH THE DEBTOR OR RELEASED PARTY.

Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of Claims, the parties expressly acknowledge that this Agreement is intended to include in its effect, without limitations, all Claims which the Plaintiffs do not know or suspect to exist in Plaintiffs' favor at the time of execution hereof, and that the settlement agreed upon contemplates the extinguishment of any such Claims.

Plaintiffs' general release shall become effective on the Effective Date.

5. **Notice to LWDA.** Pursuant to California Labor Code § 2699(k)(2), the Parties shall submit to the LWDA a copy of this Agreement at the same time that the Parties submit it to the Court for approval.

6. **Total Settlement Amount.** The Defendants agree to pay, in accordance with the terms specified in Paragraphs 6, 7, and 9, the total maximum sum of \$20,000.00 (Twenty-Thousand Dollars) (the "Total Settlement Amount") in full settlement of Plaintiffs' Representative PAGA Claims in this Lawsuit. The Total Settlement Amount will be allocated as follows:

- a. **PAGA Counsel's Attorney's Fees:** PAGA Counsel's attorney fee request is the amount of money for which PAGA Counsel shall make application to the Court, and the amount shall not exceed one-third of the Settlement Amount with respect to attorney's fees (in an amount not to exceed Six Thousand Six Hundred Sixty-Six Dollars and Sixty Six Cents (\$6,666.66)), which shall be paid out of the Total Settlement Amount.
- b. **Settlement Administrator Costs:** The costs associated with settlement administration (e.g. preparing and mailing payments to LWDA and PAGA Employees, tax documentation, etc.) shall be paid from the Total Settlement Amount and shall not exceed One Thousand Three Hundred Thirty-Three Dollars And Thirty Four Cents (\$1,333.34).
- c. **PAGA Fund:** The remainder of the Total Settlement Payment (the "PAGA Fund") after deducting the items (a) and (b) herein (if approved by the Court) is approximately Twelve Thousand Dollars (\$12,000.00). The PAGA Fund shall be all inclusive, encompassing all payments to the LWDA and PAGA Employees.
- d. **Allocation of the PAGA Fund:** The PAGA Fund will be allocated Seventy Five Percent (75%) to the LWDA Settlement Proceeds, which is estimated to total approximately Nine Thousand Dollars (\$9,000.00). The remaining Twenty Five Percent (25%) of the PAGA Fund, approximately Three Thousand Dollars (\$3,000.00), shall allocated to the PAGA Members Settlement Proceeds and be paid to the PAGA Members on a pro-rata basis. Each PAGA Member's pro rata share shall be determined based on the number of Eligible Pay Periods he or she worked for Defendants in a non-exempt position during the PAGA Release Period, and shall be calculated as follows:

i. The PAGA Members' Settlement Proceeds will be divided by the total number of Eligible Pay Periods worked by all PAGA Members during the PAGA Release Period, and the resulting figure will be referred to as the "Multiplier."

ii. Each PAGA Member's pro rata share of the PAGA Members' Settlement Proceeds will be determined by multiplying the Eligible Pay Periods each PAGA Member worked by the Multiplier. That amount shall be referred to as the PAGA Member's "Individual PAGA Settlement Share."

7. **Funding Date:** The Total Settlement Amount shall not be transmitted by Defendants to the Settlement Administrator until the Funding Date. The Funding Date shall mean twenty (20) calendar days after the Effective Date.

8. **Tax Treatment of Settlement Amounts.** With regard to settlement payments to PAGA Members and Plaintiffs, IRS Form 1099s will be issued. Nothing in this Settlement is intended to constitute legal advice regarding federal, state, and/or local tax obligations. Plaintiffs acknowledges that they have obtained no tax advice from the Defendants and that neither the Defendants nor their attorneys have made any representation concerning the tax consequences, if any, of the Settlement Amount in this Agreement or any payment to be made pursuant to this Agreement. To the extent that this Settlement or any of its attachments is interpreted to contain or constitute advice regarding any state or federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code. The Defendants are not responsible for any employee tax obligations regarding the allocation of the settlement payments. Payment of PAGA Counsel Fees & Costs will be reflected in a Form 1099 to PAGA Counsel who shall assume full responsibility and liability for the payment of taxes due on such payments.

9. **PAGA Settlement Payment Procedures.**

a. Subject to Court approval, the Parties agree to use Simpluris as the settlement administrator ("Settlement Administrator").

b. On or before the Funding Date, Defendants will deposit the Total Settlement Amount with the Settlement Administrator and shall provide the Settlement Administrator with a list of all PAGA Members (the "PAGA List"). The PAGA List shall state each listed employee's full name, last known mailing address, social security number and beginning and end dates of employment. This information shall be treated as and remain confidential and shall be used solely by the Settlement Administrator to manage the notice and payment process described herein, shall not be disclosed to anyone other than the Settlement Administrator, except to applicable taxing authorities, or pursuant to express written authorization of Defendants, the individual in question, or by order of the Court.

c. Within ten (10) calendar days of the Funding Date, the Settlement Administrator shall run all the addresses of PAGA Members through the United States Postal Service NCOA database (which provides updated addresses for any individual who has moved in

the previous four years who has notified the U.S. Postal Service of a forwarding address) to obtain current address information and shall mail the payment checks. The payment checks shall be sent to each PAGA Member by U.S. First Class mail to the PAGA Member's address with directions to the Postmaster to forward the payment checks and return all undeliverable payment checks to the Settlement Administrator. A letter approved by the Parties, in advance of Plaintiffs filing the Approval Stipulation (as defined below), explaining this Settlement will be included in the mailing of each PAGA Member's check and submitted to the Court for its review and approval. It will be conclusively presumed that a PAGA Member's Individual Settlement Payment check was received if the payment check has not been returned within thirty (30) days of the original mailing of the payment check. The date of the initial mailing of the payment check shall be conclusively determined according to the records of the Settlement Administrator.

d. Within thirty (30) calendar days of the Funding Date, the Settlement Administrator shall remit a total of Seventy-Five percent (75%) of the PAGA Fund to the California Labor & Workforce Development Agency in satisfaction of all PAGA Claims in the Lawsuit ("LWDA PAGA Payment").

e. Within thirty (30) calendar days of the Funding Date, the Settlement Administrator shall remit a total of Twenty-Five percent (25%) of the PAGA Fund, to penalty payments to the PAGA Members.

f. Within thirty (30) calendar days of the Funding Date, the Settlement Administrator shall remit Counsel's fees and costs, as approved by the Court.

g. Within thirty (30) calendar days of the Funding Date, the Settlement Administrator shall remit Plaintiffs' enhancement award, as awarded by the Court.

h. Settlement Checks issued to PAGA Members pursuant to this Agreement will expire one hundred and eighty (180) days from the date they are mailed by the Settlement Administrator. If any PAGA Employee's check is not cashed within that period, the check will be voided and a stop-payment will be issued. Any funds in the Settlement Administrator's account as a result of a failure to timely cash a settlement check shall be transmitted as follows:

- Twenty-five percent (25%) to the State Treasury for deposit in the Trial Court Improvement and Modernization Fund, established in Section 77209 of the Government Code, and subject to appropriation in the annual Budget Act for the Judicial Council to provide grants to trial courts for new or expanded collaborative courts or grants for Sargent Shriver Civil Counsel.
- Twenty-five percent (25%) to the State Treasury for deposit into the Equal Access Fund of the Judicial Branch, to be distributed in accordance with Sections 6216 to 6223, inclusive, of the Business and Professions Code, except that administrative costs shall not be paid to the State Bar or the Judicial Council from this sum.

- Fifty percent (50%) to Bet Tzedek Legal Services, a non-profit organization.

i. Neither the Defendants nor Plaintiffs shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

10. **Settlement Administrator.** As set forth in Paragraph 6, the Settlement Administrator shall be responsible for sending notices and for calculating Settlement Shares and preparing all checks and mailings.

11. **Duties of the Parties Prior To Approval.** Promptly upon execution of this Settlement, the Parties shall jointly apply to the Court via the Approval Stipulation for approval of the proposed Settlement. The Parties shall apply to the Court for the entry of an order approving this Settlement as required by Labor Code section 2699(l). The Approval Stipulation will request Court approval of the following:

- a. The terms of this Settlement and Release Agreement;
- b. The amount of PAGA Counsel Fees & Costs;
- c. Plaintiffs' enhancement award; and
- d. Final Judgment.

In conjunction with the Approval Stipulation, the Parties will submit a proposed Final Judgment requesting the entry of judgment in the amount of Twenty-Thousand Dollars (\$20,000.00).

12. **Voiding the Agreement:** The Settlement Agreement shall be voidable and unenforceable as to all Parties herein at the option of either Plaintiffs or Defendants if (a) the Court should for any reason fail to approve this Settlement in the form agreed to by the Parties, or (b) the Court should for any reason fail to enter a judgment, or (c) the approval of the Settlement and judgment is reversed, modified or declared or rendered void. In that event, then neither the Settlement nor any of the related negotiations or proceedings shall be of any force or effect, and all parties to the Settlement shall stand in the same position, without prejudice, as if the Settlement had been neither entered into nor filed with the Court. Notwithstanding the foregoing, the Parties may attempt in good faith to cure any perceived defects in the Settlement to facilitate approval.

13. **Non-Admission of Wrongdoing.** The Parties agree that this Agreement does not constitute an admission by the Defendants or any Released Party, of any of the matters alleged in the Lawsuit or of any violation by any of them of any federal, state or local law, ordinance or regulation, or of any violation of any policy or procedure, or of any liability or wrongdoing whatsoever. Neither this Agreement nor anything in this Agreement shall be construed to be or shall be admissible in any proceeding as evidence of liability or wrongdoing by Plaintiffs, the Defendants, or any of Defendants' parents, subsidiaries, divisions, affiliated corporations, trustees, directors, officers, shareholders, agents, attorneys, insurers, or employees.

14. Claims Previously Filed; Covenant Not to Sue.

(a) Aside from the Lawsuit, the LWDA Notice, and a Complaint with the Department of Fair Employment and Housing, Plaintiffs warrant and represent that Plaintiffs have not filed, initiated, or prosecuted (or caused to be filed, initiated, or prosecuted) any lawsuit, complaint, charge, action, request, demand or petition for arbitration, or other proceeding with respect to any Claim this Agreement releases.

(b) Plaintiffs agree not to file, initiate, or prosecute (or cause to be filed, initiated, or prosecuted) any lawsuit, complaint, charge, action, request, demand or petition for arbitration, or other proceeding, or to encourage or assist any third party to file, initiate, or prosecute (or caused to be file, initiated, or prosecuted) any lawsuit, complaint, charge, action, request, demand or petition for arbitration, administrative claim, or other proceeding, including with the Department of Labor or Division of Labor Standards Enforcement, against Defendants or any of the other Released Parties, based on any events, acts, or omissions through and including the date hereof. If any plaintiff violates this promise, Defendants shall recover all payments made to the violating plaintiff under this Agreement, and the violating plaintiff will pay Defendants for all losses, costs and expenses, including actual attorneys' fees, incurred by Defendants and the other Released Parties in connection with said proceeding.

(c) In the event that any agency, court or arbitrator assumes jurisdiction of any lawsuit, complaint, charge, action, request, demand or petition for arbitration, or other proceeding, or purports to bring any proceedings on any plaintiff's behalf against any defendant or any of the other Released Parties, then that plaintiff shall promptly request in writing that the agency, court or arbitrator withdraw from and dismiss such proceeding with prejudice, with a copy of such request to be mailed to Defendants' counsel, Mona Hanna, Esq., Michelman & Robinson, LLP, 17901 Von Karman Ave., 10th Floor, Irvine, CA 92604. Additionally, Plaintiffs waives their right to any monetary recovery or other relief sought or granted in any such proceeding.

15. Waiver and Amendment. The Parties may not waive, amend, or modify any provision of this Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

16. Communications. All communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

To Defendants: Mona Hanna, Esq., Michelman & Robinson, LLP, 17901 Von Karman Ave., 10th Floor, Irvine, CA 92604.

To Plaintiffs: Sam S. Yebri, Merino Yebri LLP, 1925 Century Park East, Suite 2100, Los Angeles, CA 90067.

17. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts and writings prior to the date hereof relating to the subject matters hereof with the exception of the Plaintiffs' Individual Settlement Agreement, which is contingent upon court approval of this PAGA Settlement Agreement. Any representation, promise or agreement not specifically included in this Agreement shall not be binding upon or enforceable against either Party. This is a fully integrated agreement. No other promises or agreements shall be binding or shall modify this Agreement unless in writing and signed by the Parties.

18. **Severability.** If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Settlement Agreement which can be given effect without the invalid provisions or application and to this end the provisions of this Agreement are declared to be severable. Notwithstanding the foregoing, no portion of any release contained herein may be deemed severed or deleted from this Agreement, except upon waiver in writing by the applicable Released Party.

19. **No Construction Against the Drafter.** Each Party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any Party on the basis that the Party was the drafter.

20. **Choice of Law.** This Agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of California without regard to principles of conflict of laws. The Parties agree that the Court shall retain jurisdiction to enforce the terms of the Agreement under California Code of Civil Procedure Section 664.6, and the Parties shall sign a stipulation to that effect, which will be filed with the Court. If either Party brings an action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover costs, including reasonable attorneys' fees.

21. **Counterparts.** This Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

22. **Cooperation.** Each Party, on behalf of themselves, and their respective business entities, heirs, executors, and assigns, agrees that they will abide by this Agreement and will do all such acts, and prepare, execute, and deliver all such documents, as may be reasonably required to carry out the stated objectives of this Agreement.

IN WITNESS WHEREOF, this Agreement is executed by the parties on the last date indicated below.

**HYPERION COMPANIES, INC.
(FKA HYPERION MOTORS, INC.)**

By: Monique Loustinau
Its: Vice President
Date: 9/23/2021

**HYPERION MOTORS, INC.
(now known as HYPERION
COMPANIES, INC..)**

By: Monique Loustinau
Its: Vice President
Date: 9/23/2021

VANESSA PEREZ

By: _____

Date: _____

MARIO CAZARES

By: _____

Date: _____

ANTHONY HANSELMAN

By: _____

Date: _____

SCOTT NASON

By: _____

Date: _____

MOHAN RAO

By: _____

Date: _____

JANE SANDELMAN

By: _____

Date: _____

SHANNON TABONE

By: _____

Date: _____