

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (the “Agreement”) is entered into as of

May 17, 2024

by and among TaskRabbit, Inc. (“TaskRabbit”), IKEA North America Services, LLC, IKEA US Retail LLC (collectively, “IKEA”) and

Malachi Maynard
 (“Releasor” or “you”).

TaskRabbit, IKEA, and Releasor are individually referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

- A. TaskRabbit is a communications platform which enables the connection between users for the completion of task services, and Releasor is a user of TaskRabbit who performs task services through the TaskRabbit platform (a “Tasker”).
- B. A dispute has arisen between Releasor and TaskRabbit regarding Releasor’s time as a Tasker.
- C. On or about September 29, 2021, Releasor filed a notice with the California Labor and Workforce Development Agency (“LWDA”) pursuant to the Labor Code Private Attorneys General Act of 2004 (“PAGA,” Lab. Code § 2698, et seq.) for alleged violations of the California Labor Code (the “PAGA Notice”).
- D. On or about October 5, 2021, Releasor filed a class action complaint against TaskRabbit and IKEA in Alameda County Superior Court, entitled *Malachi Maynard v. TaskRabbit, Inc., IKEA North America Services, LLC, IKEA US Retail LLC, and Does 1 through 10*, Case No. RG21114858 (the “Class Action”). The complaint alleges various violations of the California Labor Code.
- E. On or about December 3, 2021, Releasor filed a purported representative action against TaskRabbit and IKEA pursuant to PAGA in Alameda Superior Court, entitled *Malachi Maynard v. TaskRabbit, Inc., IKEA North America Services, LLC, IKEA US Retail LLC, and Does 1 through 10*, Case No. 21CV003513 (the “PAGA Action”).

F. On or about May 24, 2023, the Superior Court stayed the Class Action pending arbitration of Releasor's individual claims in that action. On September 28, 2023, the Parties stipulated to arbitrate Releasor's individual PAGA claims along with the individual claims in the Class Action ordered to arbitration by the Court and stipulated to stay Plaintiff's non-individual PAGA claims pending the conclusion of the arbitration. On October 2, 2023, the Superior Court stayed the PAGA Action in its entirety.

G. On or about October 25, 2023, Releasor filed a demand for arbitration with the American Arbitration Association, titled *Malachi Maynard v. TaskRabbit, Inc., IKEA North America Services, LLC, IKEA US Retail LLC, and Does 1 Through 10*, Case No.: 01-23-0004-8597 (the "Arbitration"). TaskRabbit and IKEA submitted their answer to Releasor's arbitration demand, including counterclaims against Releasor for fraudulent deceit, breach of contract, and malicious prosecution, on or about December 14, 2023.

E. The Parties desire to amicably resolve and settle any potential claims and causes of action they may have against each other relating the Class Action, PAGA Action, and Arbitration and intend to enter into a final and full settlement of all claims.

AGREEMENT

In consideration of the mutual covenants and promises set forth below and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Compromise Payment.**

(a) In full and final settlement of all claims that Releasor has or may have against TaskRabbit and/or IKEA, TaskRabbit will pay to Releasor, and Releasor shall accept, the gross sum of One Hundred and Twenty Thousand Dollars and No Cents (\$120,000.00) (the "Compromise Payment"), less applicable withholdings. The Compromise Payment shall be made as follows:

1. One check payable to The Graves Firm in the amount of \$65,396.75 for attorneys' fees and costs. TaskRabbit shall report this payment on IRS Form 1099 to the Graves firm and only the Graves firm. This check and associated IRS Form 1099 shall be mailed directly to The Graves Firm, 122 N. Baldwin Ave., Main Floor, Sierra Madre, CA, 91024.

2. One check payable to Malachi Maynard in the amount of \$54,603.25 as and for penalties and interest sought in the PAGA Action and Class Action. TaskRabbit shall report this payment on IRS Form 1099. This check and associated IRS Form 1099 shall be mailed directly to Malachi Maynard at Malachi Maynard, 181 North Society RD, Canterbury, CT 06331
3. Releasor acknowledges that TaskRabbit and IKEA have not provided him any tax advice in connection with the Compromise Payment or this Agreement. Releasor shall indemnify and hold harmless TaskRabbit and IKEA for any taxes, interest, penalties, or other sums assessed by any federal, state, or local taxing authority on any sum paid pursuant to this Agreement for his failure to pay any applicable taxes, or for any attorneys' fees or costs incurred by TaskRabbit and IKEA in connection therewith.

2. **Settlement Approval and Dismissals**

- (a) Within 10 days of execution of this agreement by all parties, the Parties shall file with the trial court in each of the Class Action and PAGA Action Motions for Approval of this Agreement. Such Motions shall be prepared in substantially the form attached to this Agreement as Exhibits 1 and 2.
- (b) TaskRabbit shall pay the Compromise Payment within fifteen (15) business days of the date TaskRabbit receives the last of (1) a W9 from Malachi Maynard; (2) a W9 from The Graves Firm; and (3) an order from the trial court approving this Agreement.
- (c) No later than fourteen (14) days after payment from TaskRabbit for all sums due under this Agreement, the Parties shall prepare, execute, and file the following:
 - (a) A notification terminating the Arbitration. The notification shall be submitted to the arbitrator and case administrator in the Arbitration and shall dismiss all of Releasor's claims in the Arbitration and TaskRabbit and IKEA's claims in the Arbitration against Releasor in their entirety, with prejudice. The Parties further agree to take any and all additional necessary steps to ensure that the Arbitration is dismissed in its entirety, with prejudice as to all parties' claims.
 - (b) A Stipulation of Voluntary Dismissal of the Class Action in its entirety, with prejudice as to Releasor's individual claims and without prejudice as to the non-individual Class Claims. The stipulation must be filed with the Court in the Class Action. It shall state that Releasor has waived his ability to bring a class action complaint under his arbitration agreement with TaskRabbit, and that Releasor is dismissing his individual claims in the Class Action in their entirety, with prejudice. Releasor further agrees that he shall take any and all additional necessary steps to ensure that the Class Action is dismissed in its entirety.

- (c) A Stipulation of Voluntary Dismissal of the PAGA Action in its entirety, with prejudice as to Releasor's individual claims and without prejudice as to his non-individual PAGA claims, noting that as part of the parties' confidential settlement that the Releasor has stipulated that he is not an "aggrieved employee" under PAGA (Lab. Code section 2699, subd. (c)). The stipulation must be filed with the Court in the PAGA Action. Releasor further agrees that he shall take any and all additional necessary steps to ensure that the PAGA Action is dismissed in its entirety.

3. **Releases and Representations.**

- (a) Effective upon approval of this Agreement, and payment of all sums due under this agreement, Releasor hereby forever generally and completely releases and discharges TaskRabbit, IKEA, their parents, subsidiaries and affiliates, all current and former directors, officers, partners (both general and limited), employees, and agents of TaskRabbit and IKEA, their parents, subsidiaries, and affiliates, and all others (collectively, the "Released Parties"), of and from any and all claims and demands of every kind and nature, in law, equity or otherwise, known and unknown, suspected and unsuspected, disclosed and undisclosed, including (without limitation) claims and demands for damages actual, consequential, and exemplary arising, accruing, or existing out of or in any way related to agreements, events, acts, or conduct at any time prior to and including the date and time Releasor executes this Agreement, including but not limited to all claims and demands arising out of or in any way connected with Releasor's work as a Tasker, the Class Action, the PAGA Action, or the Arbitration; claims for or related to any failure to pay all wages owed, failure to pay all wages owed upon termination, failure to provide an accurate itemized pay stub, failure to provide equipment or reimburse business expenses, failure to provide reporting time pay, failure to pay minimum wage, failure to provide breaks, willful misclassification, failure to provide reporting time pay, and failure to provide hiring notice; claims for damages, penalties, interest, attorneys' fees, costs, or any other relief pursuant to any federal, state or local law, statute, or cause of action, including (without limitation) the California Labor Code (including, but not limited to, Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226(e), 226.8, 510, 512, 1182, 1194, 1197, 1197.1, 1198, 1199, 2698, 2802, and 2810.5 et seq.) and the wage orders promulgated thereunder, California Civil Code section 3294, California Code of Civil Procedure section 1021.5, California Business & Professions Code (including, but not limited to, section 17200 thereof), the federal Fair Labor Standards Act, the federal Civil Rights Act of 1964, as amended, the federal Americans with Disabilities Act of 1990, the federal Age Discrimination in Employment Act of 1967, as amended (the "ADEA"), the federal Family Medical Leave Act, the California Fair Employment and Housing Act, as amended, and the California Family

Rights Act; and claims under any other employment-related law, whether created by statute or grounded in tort law, contract law, or otherwise.

- (b) Effective upon execution of this Agreement, Releasor hereby represents that, with the exception of the Class Action, PAGA Action, and Arbitration, Releasor has not filed any complaints, claims, or actions against TaskRabbit, IKEA or any of the Released Parties with any state, federal, or local agency or court, and Releasor agrees not to do so at any time hereafter with regard to any claims released by this Agreement. As consideration, in part, for this Agreement, Releasor promises and agrees never to pursue any claim that he has released in Paragraph 2(a) of this Agreement, whether by means of a lawsuit, arbitration, or otherwise, and whether as a named plaintiff, class member, aggrieved employee, or otherwise. Releasor further certifies and agrees that except for the PAGA Notice, he has not filed and will not at any time in the future file any PAGA notice with the LWDA or any PAGA action against TaskRabbit, IKEA or any Released Parties on behalf of himself, the State of California, or any allegedly aggrieved employees based on alleged violations that occurred or may be alleged to have occurred at any time through and including the date Releasor executes this Agreement.
- (c) In exchange for the payments required by this Agreement, and effective upon payment of all sums due under this Agreement and court approval of this Agreement, Releasor represents that he is not an “aggrieved employee” under PAGA and, upon approval of this Agreement and payment of all sums due under this Agreement, expressly waives and relinquishes any right or authority he may otherwise have had to pursue, participate in, or recover from any claim for civil penalties against TaskRabbit, IKEA or any Released Parties as an allegedly “aggrieved employee” under PAGA.
- (d) In exchange for the payments required by this Agreement, and effective upon payment of all sums due under this Agreement and court approval of this Agreement, Releasor expressly waives and relinquishes any right or authority he may otherwise have had to pursue, participate in, or recover from any class action claim against TaskRabbit, IKEA, or any Released Parties.
- (e) Releasor has been fully advised by his attorney of the contents of section 1542 of the Civil Code of the State of California, and that section and the benefits thereof are hereby expressly waived by him. Section 1542 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.

- (f) Effective upon approval of this Agreement, TaskRabbit and IKEA hereby forever generally and completely release and discharge Releasor of and from any and all claims and demands of every kind and nature, in law, equity, or otherwise, known and unknown, suspected and unsuspected, disclosed and undisclosed, including (without limitation) claims and demands for damages actual, consequential, and exemplary arising, accruing, or existing out of or in any way related to agreements, events, acts, or conduct at any time prior to and including the date and time TaskRabbit and IKEA execute this Agreement, including but not limited to all claims and demands arising out of or in any way connected with Releasor's work as a Tasker, the Class Action, the PAGA Action, or the Arbitration; claims for or related to fraudulent deceit, breach of contract, or malicious prosecution; claims for damages, penalties, interest, attorneys' fees, costs, or any other relief pursuant to any federal, state or local law, statute, or cause of action, including (without limitation) the California Civil Code section 1709.
- (g) Excluded from the general release set forth in this Paragraph 3 are any claims or rights which cannot be waived by law, including (without limitation) claims under the workers' compensation laws or for unemployment benefits. Nothing in this Agreement limits Releasor's right to file a charge with an administrative agency such as the U.S. Equal Employment Opportunity Commission, National Labor Relations Board, or any other federal, state, or local agency charged with the enforcement of any laws or to participate in any agency investigation; provided, however, by signing this Agreement Releasor is waiving his right to recover money or other individual relief in connection with any such charge, whether filed by him, an agency, or a third party, except where such a waiver of individual relief is prohibited.

4. **No Admission of Liability.** The Parties acknowledge and agree that the execution of this Agreement is the result of a compromise and is entered into in good faith and shall never for any purpose be considered an admission of liability or responsibility concerning any of the claims referred to herein, and no past or present wrongdoing on the part of any of the Parties shall be implied by such Agreement. This Agreement and any terms or conditions contained herein shall not be used as evidence of liability in any other proceeding involving any of the Parties.

5. **Non-Disparagement.** Releasor shall not criticize, ridicule or make any statement (written or verbal) which disparages or is derogatory of TaskRabbit, IKEA or their parents or affiliates or any of their directors, officers or employees.

6. **Authority to Sign.** You covenant, agree, represent and warrant that you are authorized and empowered to enter into and execute this Agreement. This Agreement is binding upon and shall inure to the benefit of the Parties' heirs, successors, and assigns.

7. **No Transfer or Assignment of Claims.** You represent and warrant that you have not heretofore collectively or individually assigned or transferred, or purported to have assigned or transferred to anyone, any debt, judgment, claim, liability, demand, action, cause of action, or any interest therein, based upon or arising out of or pertaining to, concerning or connected with any matters released herein.

8. **Confidentiality.** The Parties hereby agree to maintain the confidentiality of (1) this Agreement (2) the terms of the settlement reflected by this Agreement and (3) the facts and circumstances regarding all matters released herein. No party shall disclose the terms of this Agreement to any other person or entity (other than as necessary to their attorneys, accountants, bank, insurance provider, business partners, agents and representatives), except (i) to the extent disclosed by the filings prepared by the Parties to effectuate this Agreement; (ii) where disclosure is made necessary by court order, (iii) where disclosure is made necessary for the preparation of tax returns, (iv) in response to government inquiries, including tax authorities, or (v) where disclosure is necessary in any action or claim to enforce the terms of this Agreement. Nothing in this Agreement shall prohibit Releasor from making disclosures to a spouse.

9. **Void if Not Approved**

This agreement is subject to approval by the trial court overseeing the Class Action and PAGA action. In the event the agreement is not approved it shall be void in its entirety and the parties shall be restored to their position prior to the execution of this Agreement. In the event this agreement is not approved, there shall be no release of claims by either party and nothing in this agreement may be used by either party for any purpose.

10. **Miscellaneous.**

(a) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to giving effect to conflicts of law rules.

(b) **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, affiliates, representatives, partners, agents, officers, employees, heirs and personal representatives, whether past, present or future, and permitted assigns. No Party may assign its rights hereunder without the prior written consent of the other Parties.

(c) **Expenses.** Each Party shall pay its own costs and expenses, including without limitation, legal costs, incurred in connection with this Agreement. In the case of breach of this Agreement, should legal action be necessary to enforce any term hereof, the prevailing party shall be entitled to recover all attorney's fees and expenses incurred in enforcing its rights hereunder.

(d) **Arbitration.** Any controversy or claim arising out of or relating to this Agreement, its enforcement, arbitrability or interpretation, or because of an alleged breach, default, or misrepresentation in connection with any of its provisions shall be resolved by final and binding arbitration in Los Angeles before a single mutually-agreed-upon arbitrator at the American Arbitration Association (“AAA”) or any other mutually agreed upon arbitration provider, pursuant to the applicable AAA Employment Arbitration Rules and Procedures (“Rules”) then in effect. In the event the Parties cannot agree on an arbitrator, the AAA arbitrator selection rules shall apply. Questions of arbitrability and jurisdiction shall be decided by the arbitrator.

(e) **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the matters that it covers, and supersedes all prior and contemporaneous agreements, representations and understandings of the Parties with respect to such matters. The Parties acknowledge that no promise or inducement has been offered except as set forth in this Agreement and that they execute this Agreement without reliance upon any statement or representation other than what is contained in this Agreement.

(f) **Amendments.** This Agreement may be amended, canceled, revoked, or otherwise modified only by written agreement signed by each of the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

RELEASOR:

Malachi Maynard

Signature

Malachi Maynard

Print Name

Canterbury, CT 06331

City, State and Zip Code

TASKRABBIT:

Signature

Print Name

(d) **Arbitration.** Any controversy or claim arising out of or relating to this Agreement, its enforcement, arbitrability or interpretation, or because of an alleged breach, default, or misrepresentation in connection with any of its provisions shall be resolved by final and binding arbitration in Los Angeles before a single mutually-agreed-upon arbitrator at the American Arbitration Association (“AAA”) or any other mutually agreed upon arbitration provider, pursuant to the applicable AAA Employment Arbitration Rules and Procedures (“Rules”) then in effect. In the event the Parties cannot agree on an arbitrator, the AAA arbitrator selection rules shall apply. Questions of arbitrability and jurisdiction shall be decided by the arbitrator.

(e) **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the matters that it covers, and supersedes all prior and contemporaneous agreements, representations and understandings of the Parties with respect to such matters. The Parties acknowledge that no promise or inducement has been offered except as set forth in this Agreement and that they execute this Agreement without reliance upon any statement or representation other than what is contained in this Agreement.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

RELEASOR:

Signature

Print Name

City, State and Zip Code

TASKRABBIT:

DocuSigned by:


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Signature

Ben Edelhart

Print Name

IKEA NORTH AMERICA SERVICES, LLC:

IKEA US RETAIL LLC:

Signature

Signature

Print Name

Print Name

EXHIBIT 1 – FORM MOTION FOR APPROVAL IN CLASS ACTION

Plaintiff Malachi Maynard (“Plaintiff”) and Defendants TaskRabbit, IKEA North America Services, LLC, and IKEA US Retail LLC (“Defendants”) (collectively, the “Parties”) seek the Court’s approval of a confidential settlement agreement that, if approved, would result in this Action being dismissed in its entirety, with prejudice as to Plaintiff’s individual claims and without prejudice as to Plaintiff’s class claims. The Parties by and through their counsel of record herein, hereby stipulate and agree as follows with reference to the following facts:

Plaintiff filed a purported class action complaint against Defendants on October 5, 2021. TaskRabbit filed a petition to compel arbitration on October 5, 2021. The Court granted Defendants’ petition to compel arbitration and stayed the remainder of this action.

The parties’ confidential settlement agreement is not on behalf of any alleged class. The release of claims by Plaintiff is limited to his individual claims against Defendant, and the dismissal of this matter shall be without prejudice as to all claims other than Plaintiff’s individual claims against defendant.

Under the parties’ settlement agreement, should the Court grant this Motion, TaskRabbit will pay a gross sum of \$120,000.00 in full and final settlement of all claims Plaintiff has or may have against TaskRabbit and/or IKEA in this action and the related *Maynard v. TaskRabbit* et al. PAGA matter, Case No. 21-CV-00351. It will also release Plaintiff from any potential claims. Defendant will pay the employer’s share of any applicable payroll taxes in addition to the settlement amount.

No later than fourteen days after receiving payment, Plaintiff will voluntarily dismiss with prejudice his individual claims and without prejudice his class claims in this action. In the related PAGA action, if the Parties’ settlement is approved in that action, Plaintiff will simultaneously dismiss his individual PAGA claims with prejudice and dismiss his representative claims without prejudice.

EXHIBIT 2 – FORM MOTION FOR APPROVAL IN PAGA

Plaintiff Malachi Maynard (“Plaintiff”) and Defendants TaskRabbit, IKEA North America Services, LLC, and IKEA US Retail LLC (“Defendants”) (collectively, the “Parties”) seek the Court’s approval of a confidential settlement agreement that, if approved, would result in this Action being dismissed in its entirety, with prejudice as to Plaintiff’s individual PAGA claims and without prejudice as to Plaintiff’s non-individual PAGA claims in this action. The Parties by and through their counsel of record herein, hereby stipulate and agree as follows with reference to the following facts:

Plaintiff filed his Labor Code Private Attorneys General Act (“PAGA”) representative action Complaint on December 3, 2021 (“Complaint”). As alleged in the Complaint, Plaintiff seeks penalties on behalf of himself and the state of California with regard to alleged “aggrieved employees” against Defendant under California Labor Code section 2698, *et seq.* (“PAGA”), predicated on Defendant’s alleged violation of the Labor Code and IWC Wage Orders.

On March 29, 2022, the Court stayed this action pending the outcome of an evidentiary hearing in the related *Maynard v. TaskRabbit, Inc.* et al. class action matter, Case No. RG21114858, as well as the United States Supreme Court’s decision in *Viking River Cruises, Inc. v. Moriana*, 142 S.Ct. 1906 (2022) (“*Viking River Cruises*”).

On June 15, 2022, the Supreme Court issued a decision in *Viking River Cruises* with regard to the enforcement of arbitration agreements requiring plaintiffs to arbitrate their individual PAGA claims.

On July 17, 2023, the California Supreme Court issued its decision in *Adolph v. Uber Technologies*, which clarified aspects of the law and procedure concerning standing to bring representative PAGA claims when an individual PAGA claim has been compelled to arbitration. (*Adolph v. Uber Technologies, Inc.* (Cal., S274671, July 17, 2023) 2023 WL 4553702, at *9.)

On August 23, 2023, the Court entered an order compelling arbitration of Plaintiff’s claims in the RG21114858 class action matter.

On September 28, 2023, the Parties stipulated that: (1) Plaintiff would include his individual PAGA claims in the arbitration ordered by this Court, and (2) the Court should continue the stay of the remainder of this matter (i.e., Plaintiff's representative PAGA claims) pending the outcome of the arbitration of Plaintiff's claims in the RG21114858 action and of his individual PAGA claims. On October 3, 2023, the Court stayed the case in its entirety, pursuant to the Parties' stipulation.

The Parties' settlement agreement is without prejudice to the rights of any allegedly aggrieved employees and without prejudice to the rights of the State with regard to any employee other than Plaintiff. The Parties stipulate and agree that no claims are being settled on behalf of or with regard to any allegedly aggrieved employee other than Plaintiff. No settlement amount will be paid on behalf of any allegedly aggrieved employee other than Plaintiff, and no other alleged aggrieved employee's interests will be impacted other than the interests of Plaintiff.

Should the Court grant this Motion, TaskRabbit will pay to Plaintiff a gross sum of \$120,000.00, in full and final settlement of all claims Plaintiff has or may have against TaskRabbit and/or IKEA in both this action and the related class action. It will also release Plaintiff from any potential claims. No later than fourteen days after receiving payment, Plaintiff will voluntarily dismiss with prejudice his individual PAGA claims and voluntarily dismiss without prejudice his non-individual PAGA claims in this action. In the related class action, if the Parties' settlement is approved in that action, Plaintiff will simultaneously dismiss his individual claims with prejudice and dismiss his class claims without prejudice.