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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

DAMON HAYNES, an individual;
DASHAWN DWAYNE LOVE, an
individual; on behalf of themselves
and all others similarly situated and
aggrieved,

Plaintiffs,

v.

RICH DOSS, INC; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 34-2022-00323987

[Assigned for all purposes to the Hon. Jill
H. Talley in Dept. 25]

CLASS ACTION

**STIPULATION RE: CLASS ACTION
AND REPRESENTATIVE ACTION
SETTLEMENT**

Action Filed: July 21, 2022
Trial Date: None Set

1 This Stipulation re: Class Action and Representative Action Settlement (“Settlement” or
2 “Agreement” or “Settlement Agreement”) is made by and between plaintiffs Damon Haynes and
3 Dashawn Dwayne Love (collectively, “Plaintiffs”) individually and on behalf of the Settlement
4 Class, on the one hand; and defendant Rich Doss, Inc. (“Rich Doss” or “Defendant”), on the
5 other hand, in the lawsuit entitled *Haynes, et al. v. Rich Doss, Inc., et al.*, filed in Sacramento
6 County Superior Court, Case No. 34-2022-00323987 (the “Class Action”) and the lawsuit
7 entitled *Haynes v. Rich Doss, Inc. et al.*, filed in Los Angeles County Superior Court, Case No.
8 23STCV05304 (the “PAGA Action”). Plaintiffs and Defendant shall be, at times, collectively
9 referred to as the “Parties.” This Agreement is intended by the Parties to fully, finally, and forever
10 resolve the claims as set forth herein, based upon and subject to the terms and conditions of this
11 Agreement.

12 **1. DEFINITIONS**

13 **A. “Action”** means, *Haynes, et al. v. Rich Doss, Inc., et al.*, filed in Sacramento
14 County Superior Court, Case No. 34-2022-00323987 (the “Class Action” or the “Action”).

15 **B. “Attorneys’ Fees and Costs Award”** means the amounts allocated to Class
16 Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to
17 prosecute the Action.

18 **C. “PAGA Members”** means Class Members working for Defendant during the
19 PAGA Period as non-exempt, hourly-paid employees in California.

20 **D. “Class Counsel”** means: David D. Bibiyan and Vedang J. Patel of Bibiyan Law
21 Group, P.C. The term “Class Counsel” shall be used synonymously with the term “Plaintiff’s
22 Counsel.”

23 **E. “Class Notice”** means and refers to the Court Approved Notice of Class Action
24 Settlement to be mailed to Class Members in the form, without material variation, attached as
25 **Exhibit A** and incorporated by reference into this Agreement.

26 **F. “Class Members,” “Settlement Class,” or “Settlement Class Members”**
27 means, collectively, the following groups: (1) the Driver Class; and (2) the Non-Driver Class.
28

1 **G. “Driver Class”** means all current and former drivers who worked for Defendant
2 in California during the Driver Class Covered Period.

3 **H. “Non-Driver Class”** means all current and former non-driver employees who
4 worked for Defendants in California during the Non-Driver Class Covered Period.

5 **I. “Driver Class Covered Period”** means the period from May 3, 2020 through
6 January 17, 2024.

7 **J. “Non-Driver Class Covered Period”** means the period from July 21, 2018
8 through January 17, 2024.

9 **K. “Court”** means the Superior Court of the State of California for the County of
10 Sacramento.

11 **L. “Effective Date”** means fourteen (14) calendar days after both of the following
12 have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the
13 Settlement; and (b) the Judgment is final. Final shall mean the latest of: (i) if there is an appeal
14 of the Court’s Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of
15 such appeal, or the expiration of the time to file a petition for writ of certiorari to any applicable
16 appellate court; (ii) if a petition for writ of certiorari is filed, the date of denial of the petition for
17 writ of certiorari, or the date the Judgment is affirmed pursuant to such petition; or (iii) if no
18 appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment.

19 **M. “Final Approval Date”** means the later of: (1) the date the Court signs an Order
20 granting final approval of this Settlement (“Final Approval”) and Judgment; (2) if there is an
21 objector, 60 days from the date the Final Approval and Judgment; or (3) to the extent any appeals
22 have been filed, the date on which they have been resolved or exhausted.

23 **N. “Defendant”** means Rich Doss, Inc.

24 **O. “Employer Taxes”** means employer-funded taxes and contributions imposed on
25 the wage portions of the Individual Settlement Payments under the Federal Insurance
26 Contributions Act, the Federal Unemployment Tax Act, and any similar state and federal taxes
27 and contributions required of employers, such as for unemployment insurance.
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1 **P. “General Release”** means the broader release of claims by Plaintiffs, which is in
2 addition to Plaintiff’s limited release of claims as Participating Class Members.

3 **Q. “Total Settlement Amount”** means a non-reversionary fund in the sum of Three
4 Hundred Thirty-Six Thousand Three Hundred Fifty Dollars and Zero Cents (\$336,350.00),
5 unless increased pursuant to paragraph 17 of this Agreement, which shall be paid by Defendant,
6 from which all payments for the Individual Settlement Payments to Participating Class Members,
7 the Court-approved amounts for attorneys’ fees and reimbursement of litigation costs and
8 expenses to Class Counsel, Settlement Administration Costs, the Service Award, the PAGA
9 Payment, and the LWDA Payment shall be paid. It expressly excludes Employer Taxes, which
10 shall be paid by Defendant separate, apart, and in addition to the Total Settlement Amount.

11 **R. “Individual PAGA Payment”** means a payment made to a PAGA Member for
12 his or her share of the PAGA Payment, which may be in addition to his or her Individual
13 Settlement Share if he or she is also a Participating Class Member.

14 **S. “Individual Settlement Payment” or “Individual Class Payment”** means a
15 payment to a Participating Class Member of his or her net share of the Net Settlement Amount.

16 **T. “Individual Settlement Share”** means the gross amount of the Net Settlement
17 Amount that a Participating Class Member is projected to receive based on the number of
18 Workweeks that he or she worked as a Settlement Class Member during the Class Period for
19 Defendant, whether directly or placed through a staffing agency or professional employer
20 organization, during the Class Period, which shall be reflected in his or her Class Notice.

21 **U. “LWDA Payment”** means the payment to the State of California Labor and
22 Workforce Development Agency (“LWDA”) for its seventy-five percent (75%) share of the total
23 amount allocated toward penalties under the PAGA all of which is to be paid from the Total
24 Settlement Amount. The Parties have agreed that Fifteen Thousand Dollars and Zero Cents
25 (\$15,000.00) shall be allocated toward PAGA penalties, of which Eleven Thousand Two
26 Hundred Fifty Dollars and Zero Cents (\$11,250.00) will be paid to the LWDA (*i.e.*, the LWDA
27 Payment) and Three Thousand Seven Hundred Fifty Dollars and Zero Cents (\$3,750.00) will be
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1 paid to PAGA Members on a *pro rata* basis based on the Workweeks worked for Defendant as
2 a non-exempt, hourly-paid employee in California in the PAGA Period (*i.e.* the PAGA Payment).

3 **V. “Net Settlement Amount”** means the portion of the Total Settlement Amount
4 that is available for distribution to the Participating Class Members after deductions for the
5 Court-approved allocations for Settlement Administration Costs, a Service Award to each
6 Plaintiff, an award of attorneys’ fees, reimbursement of litigation costs and expenses to Class
7 Counsel, the LWDA Payment, and the PAGA Payment.

8 **W. “Operative Complaint” or “Complaint”** means the Second Amended
9 Complaint to be filed in the Action which includes Plaintiffs’ PAGA representative claim
10 originally filed in the PAGA Action filed in Los Angeles County Superior Court.

11 **X. “PAGA Pay Period or Pay Period”** means any Pay Period during which a
12 PAGA Member worked for Defendant for at least one (1) day during the PAGA Period, in
13 California, based on hire dates, re-hire dates (as applicable), and termination dates (as
14 applicable).

15 **Y. “PAGA Payment** is the is the 25% portion of the Fifteen Thousand Dollars and
16 Zero Cents (\$15,000.00) that is allocated toward PAGA penalties (Three Thousand Seven
17 Hundred Fifty Dollars and Zero Cents (\$3,750.00)) that will be paid to PAGA Members on a
18 *pro rata* basis based on the pay periods worked as non-exempt, hourly-paid employees in
19 California in the PAGA Period, which would be in addition to their Individual Settlement
20 Payment if they are Participating Class Members, as well.

21 **Z. “PAGA Period”** means the period from January 3, 2022 through January 17,
22 2024.

23 **AA. “PAGA Notice Letters or PAGA Notice”** means both Plaintiff Damon Haynes’
24 letter sent to the LWDA on July 20, 2022 (“Haynes PAGA Notice”), and Plaintiff Deshawn
25 Love’s letter sent to the LWDA on January 16, 2023 (“Love PAGA Notice”), that provided
26 notice pursuant to California Labor Code section 2699.3, subd, (a).

1 **BB. “Participating Class Members”** means all Settlement Class Members who do
2 not submit a timely and valid Request for Exclusion.

3 **CC. “Participating Individual Settlement Share”** means the gross amount of the
4 Net Settlement Amount that a Participating Class Member is eligible to receive based on the
5 number of Workweeks that he or she worked as a Settlement Class Member during the Class
6 Period once all opt-outs have been factored in, excluding any Individual PAGA Payment to
7 which he or she may be entitled if he or she is also a PAGA Member.

8 **DD. “Plaintiff”, “Named Plaintiff” or “Class Representative”** shall refer to either
9 or both of plaintiff Damon Haynes and plaintiff Dashawn Dwayne Love.

10 **EE. “Preliminary Approval Date”** means the date on which the Court enters an
11 Order granting preliminary approval of the Settlement.

12 **FF. “Released Parties”** shall mean Defendant as well as Defendant’s past, present
13 and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents,
14 representatives, attorneys, insurers, partners, investors, shareholders, franchisees, administrators,
15 parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint
16 venturers, and all persons acting under, by, through, or in concert with any of them, and each of
17 them.

18 **GG. “Response Deadline”** means the deadline for Settlement Class Members to mail
19 any Requests for Exclusion, Objections, or Workweek Disputes to the Settlement Administrator,
20 which is sixty (60) calendar days from the date that the Class Notice is first mailed in English
21 and Spanish by the Settlement Administrator, unless a Class Member’s notice is re-mailed. In
22 such an instance, the Response Deadline shall be fifteen (15) calendar days from the re-mailing,
23 or sixty (60) calendar days from the date of the initial mailing, whichever is later, in which to
24 postmark a Request for Exclusion, Workweek or PAGA Pay Period Dispute or Objection. The
25 date of the postmark shall be the exclusive means for determining whether a Request for
26 Exclusion, Objection, or Workweek or PAGA Pay Period Dispute was submitted by the
27 Response Deadline.
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1 **HH. “Request for Exclusion”** means a written request to be excluded from the
2 Settlement Class pursuant to Paragraph 9(C) below.

3 **II. “Service Award”** means monetary amounts to be paid to Plaintiffs of up to Seven
4 Thousand, Five Hundred Dollars and Zero Cents (\$7,500.00) each for a total of Fifteen Thousand
5 Dollars and Zero Cents (\$15,000.00), which subject to Court approval, will be paid out of the
6 Total Settlement Amount.

7 **JJ. “Settlement Administration Costs”** means all costs incurred by the Settlement
8 Administrator in administration of the Settlement, including, but not limited to, translating the
9 Class Notice to Spanish, the distribution of the Class Notice to the Settlement Class in English
10 and Spanish, calculating Individual Settlement Shares, Individual Settlement Payments,
11 Individual PAGA Payments, and Participating Individual Settlement Shares, as well as
12 associated taxes and withholdings, providing declarations, generating Individual Settlement
13 Payment checks and related tax reporting forms, doing administrative work related to unclaimed
14 checks, transmitting payment to Class Counsel for the Court-approved amounts for attorneys’
15 fees and reimbursement of litigation costs and expenses, to Plaintiffs for their Service Awards,
16 and to the LWDA for the LWDA Payment, providing weekly reports of opt-outs, objections and
17 related information, and any other actions of the Settlement Administrator as set forth in this
18 Agreement, all pursuant to the terms of this Agreement. The Settlement Administration Costs
19 are estimated not to exceed \$5,750.00. If the actual amount of the Settlement Administration
20 Costs is less than \$5,750.00, the difference between \$5,750.00 and the actual Settlement
21 Administration Costs shall be a part of the Net Settlement Amount. If the Settlement
22 Administration Costs exceed \$5,750.00 then such excess will be paid solely from the Total
23 Settlement Amount and Defendant will not be responsible for paying any additional funds in
24 order to pay these additional costs.

25 **KK. “Settlement Administrator”** means the Third-Party Administrator mutually
26 agreed upon by the Parties that will be responsible for the administration of the Settlement
27 including, without limitation, translating the Class Notice in Spanish, the distribution of the
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Individual Settlement Payments to be made by Defendant from the Total Settlement Amount and related matters under this Agreement.

LL. “**Workweek**” means any weeks that a Class Member was employed by the Defendant in a non-exempt, hourly position during the Driver Class Covered Period or Non-Driver Class Covered Period, as applicable, in California, based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

2. BACKGROUND

A. On July 20, 2022, Plaintiff Damon Haynes filed with the LWDA and served on Defendant the Haynes PAGA Notice under Labor Code section 2699.3 stating he intended to serve as a proxy of the LWDA to recover civil penalties for PAGA Members for various Labor Code violations.

B. On July 21, 2022, Plaintiff Damon Haynes filed a putative wage-and-hour class action in Sacramento County Superior Court, alleging that, during the Driver Class Covered Period and Non-Driver Class Covered Period, Defendant, as it pertains to Class Members: (1) failed to pay overtime wages; (2) failed to pay minimum wages; (3) failed to provide meal periods or compensation in lieu thereof; (4) failed to provide rest periods or compensation in lieu thereof; (5) failed to pay wages due upon separation from employment; (6) failed to issue accurate and compliant wage statements; (7) failed to timely pay wages when due; (8) failed to reimburse business expenses; and (9) engaged in unfair competition (the “Class Action”).

C. On January 16, 2023, Plaintiff Dashawn Dwayne Love filed with the LWDA and served on Defendant the Love PAGA Notice under Labor Code section 2699.3 stating he intended to serve as a proxy of the LWDA to recover civil penalties for PAGA Members for various Labor Code violations.

D. On February 23, 2023, Plaintiff Haynes filed a First Amended Complaint in the Class Action to add Plaintiff Dashawn Dwayne Love.

E. On March 10, 2023 after sixty-five (65) days had passed without any Action by the LWDA with respect to the alleged labor code violations, Plaintiff Haynes filed a separate

1 representative action in Los Angeles County Superior Court under PAGA seeking PAGA civil
2 penalties against Defendant, on behalf of himself and all other non-exempt, hourly-paid
3 employees for various Labor Code violations as alleged in the PAGA Notice (the “PAGA
4 Action”).

5 **F.** On February 23, 2023, plaintiff Damon Haynes filed a first amended complaint
6 in the Class Action, adding plaintiff Dashawn Dwayne Love, as an additional named plaintiff
7 and putative class representative.

8 **G.** Shortly thereafter, the Parties agreed to exchange informal discovery and attend
9 an early mediation, in which Plaintiffs were provided with, among other things: time and payroll
10 records for a total of 221 Class Members, (i.e., non-exempt employees working for Defendants
11 in California). Defendant provided two different timekeeping data sets: (1) For non-drivers, with
12 approximately 86 employees in the class from the period of July 21, 2018, through August 19,
13 2023, the data set contained 5,480 workweeks in the Non-Driver Class Period; (2) For drivers,
14 with approximately 135 employees in the class from the period of May 3, 2020 to the present
15 based on an existing settlement of the class from December 18, 2014, through May 2, 2020, the
16 data set contained 7,974 workweeks in the Driver Class Period; and (3) for non-drivers and
17 drivers, there were approximately 1,909 aggregate PAGA Pay Periods between January 3, 2022,
18 through August 19, 2023. Plaintiffs were also provided with Defendant’s employee handbooks
19 and policy documents; and Plaintiffs’ personnel files.

20 **H.** On October 13, 2023 the Parties participated in a full-day mediation before Marc
21 Feder, Esq., a well-regarded mediator experienced in mediating complex labor and employment
22 matters. With the aid of the mediator’s evaluation, the Parties reached the Settlement, subject to
23 Court approval, to resolve the Action.

24 **I.** To facilitate the Settlement, Plaintiffs will file a Second Amended Complaint in
25 the Class Action that effectively consolidates the allegations in the Class Action and PAGA
26 Action into the Class Action or the Action (as defined above), as further set out below, and,
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thereafter, dismiss the PAGA Action without prejudice. For purposes of this Settlement, the Second Amended Complaint in the Class Action shall be the Operative Complaint.

J. Class Counsel has conducted significant investigation of the law and facts relating to the claims asserted in the Action and the PAGA Notice, and have concluded that that the Settlement set forth herein is fair, reasonable, adequate, and in the best interests of the Settlement Class, taking into account the sharply contested issues involved, the expense and time necessary to litigate the Action through trial and any appeals, the risks and costs of further litigation of the Action, the risk of an adverse outcome, the uncertainties of complex litigation, the information learned through informal discovery regarding Plaintiffs' allegations, and the substantial benefits to be received by Settlement Class Members.

K. Defendant has concluded that, because of the substantial expense of defending against the Action, the length of time necessary to resolve the issues presented herein, the inconvenience involved, and the concomitant disruption to its business operations, it is in its best interest to accept the terms of this Agreement. Defendant denies each of the allegations and claims asserted against it in the Action and the PAGA Notice. However, Defendant desires to settle the Action for the purpose of avoiding the burden, expense and uncertainty of continuing litigation and for the purpose of putting to rest the controversies engendered by the Action.

L. This Agreement is intended to and does effectuate the full, final, and complete resolution of all Class Released Claims of Plaintiffs and Participating Class Members, and all PAGA Released Claims of Plaintiffs and, to the extent permitted by law, of the State of California and PAGA Members.

3. JURISDICTION

The Court has jurisdiction over the Parties and the subject matter of the Action. The Action includes claims that, if proven, would authorize the Court to grant relief pursuant to the applicable statutes. After the Court has granted Final Approval of the Settlement and entered judgment, the Court shall retain jurisdiction over the Parties to enforce the terms of the judgment pursuant to California Rule of Court, Rule 3.769, subdivision (h).

1 **4. STIPULATION OF CLASS CERTIFICATION**

2 The Parties stipulate to the certification of the Settlement Class under this Agreement for
3 purposes of settlement only. If, for any reason, the Settlement is not approved, the stipulation to
4 certification will be void. The Parties further agree that certification for purposes of the
5 Settlement is not an admission that class action certification is proper under the standards applied
6 to contested certification motions and that this Settlement Agreement will not be admissible in
7 this or any other proceeding as evidence that either (i) a class action should be certified or (ii)
8 Defendant is liable to Plaintiffs or any Class Member, other than according to the Settlement's
9 terms.

10 **5. AMENDMENT OF PLEADINGS AND MOTIONS FOR APPROVAL**
11 **OF SETTLEMENT**

12 The Parties hereby stipulate to the filing of a Second Amended Complaint in the Class
13 Action that includes all of the allegations in the PAGA Action. When the Second Amended
14 Complaint is filed, Plaintiffs will dismiss the PAGA Action without prejudice, thereby
15 effectively consolidating all allegations in the PAGA Action into the Class Action.

16 After full execution of this Agreement, Plaintiffs will move for an order granting
17 preliminary approval of the Settlement, approving and directing the mailing of the proposed
18 Class Notice attached hereto as **Exhibit A**, conditionally certifying the Settlement Class for
19 settlement purposes only, and approving the deadlines proposed by the Parties for the submission
20 of Requests for Exclusion, Workweek and Pay Period Disputes, and Objections. If and when the
21 Court preliminarily approves the Settlement, and after administration of the Class Notice in a
22 manner consistent with the Court's Preliminary Approval Order, Plaintiffs will move for an order
23 finally approving the Settlement and seek entry of a Judgment in line with this Settlement. The
24 Parties may both respond to any Objections lodged to final approval of the Settlement up to five
25 (5) court days before the Final Approval Hearing.

26 The Parties hereby expressly agree that whether or not the Court finally approves the
27 Settlement, Plaintiffs' allegations from the PAGA Action will be effectively consolidated into
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1 the Class Action, will relate back to the date on which Plaintiff Damon Haynes filed the PAGA
2 Action on March 9, 2023, and Defendant will be estopped from making any argument that there
3 is any adverse effect on the statute of limitations caused by Plaintiff Damon Hayne's dismissal
4 of the PAGA Action without prejudice to effectuate this consolidation.

5 **6. STATEMENT OF NO ADMISSION**

6 Defendant denies any wrongdoing of any sort and further deny any liability to Plaintiffs
7 and the Settlement Class with respect to any claims or allegations asserted in the Action and the
8 PAGA Notice. This Agreement shall not be deemed an admission by Defendant of any claims
9 or allegations asserted in the Action or the PAGA Notice. Defendant contends that it has
10 complied at all times with the California Labor Code and the regulations of and Wage Orders
11 issued by the Industrial Welfare Commission, and denies that any Class Member and/or PAGA
12 Member is entitled to any additional compensation, penalties, restitution, interest or payment of
13 any kind. Nothing in this Agreement shall be construed or deemed an admission of fault, liability,
14 culpability, negligence, or wrongdoing on the part of Defendant, and Defendant denies any such
15 liability. Each of the Parties has entered into this Agreement with the intention to avoid further
16 disputes and litigation. Except as set forth elsewhere herein, in the event that this Agreement is
17 not approved by the Court, or any appellate court, is terminated, or otherwise fails to be
18 enforceable, Plaintiffs will not be deemed to have waived, limited or affected in any way any
19 claims, rights or remedies, or defenses in the Action or the PAGA Notice, and Defendant will
20 not be deemed to have waived, limited, or affected in any way any of its objections or defenses
21 in the Action and the PAGA Notice. The Parties shall be restored to their respective positions in
22 the Action prior to the entry of this Settlement.

23 **7. RELEASE OF CLAIMS**

24 **A. Release by All Participating Class Members.**

25 Effective only upon the entry of an Order granting Final Approval of the Settlement,
26 entry of Judgment, and payment by Defendant to the Settlement Administrator of the full Total
27 Settlement Amount and Employers' Taxes necessary to effectuate the Settlement, Plaintiffs and
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1 all Participating Class Members will release all claims, causes of action, as well as all predicate
2 claims based on the factual or legal theories alleged in the Operative Complaint, or reasonably
3 could have been alleged based on the facts and legal theories alleged in the Action, including all
4 of the following legal claims: (i) any and all claims for unpaid or underpaid minimum wage or
5 overtime wages; (ii) any and all claims for failure to provide meal periods; (iii) any and all claims
6 for failure to provide rest periods; (iv) any and all claims for failure to timely pay wages during
7 employment; (v) any and all claims for unpaid reimbursement of necessary business expenses;
8 (vi) any and all claims for improper or inaccurate itemized wage statements, including any
9 alleged violations of Labor Code section 226(a)(1)-(9) based on the facts and legal theories
10 contained in the Action, and including claims for injuries suffered therefrom; (vii) any and all
11 claims for the untimely payment of final wages and associated waiting time penalties under
12 Labor Code section 203 based on the facts, claims, causes of action, or legal theories alleged in
13 the Action; (viii) any and all claims under the Business & Professions Code (including sections
14 17200, *et seq.*) premised on the facts, claims, or legal theories described in the Operative
15 Complaint; (ix) any other claims or penalties under the wage and hour laws pleaded in the
16 Operative Complaint; and (x) all damages, penalties, interest and other amounts recoverable
17 under all claims under California and federal law, to the extent permissible, including but not
18 limited to the California Labor Code as to the facts and theories alleged in the Operative
19 Complaint, and the applicable Wage Orders as to the facts and theories alleged in the Operative
20 Complaint (collectively, the “Released Class Claims”). The period of the Release shall be the
21 Driver Class Covered Period or the Non-Driver Class Covered Period, as applicable to each
22 Participating Class Member.

23 **B. Release by All PAGA Members**

24 Effective only upon the entry of an Order granting Final Approval of the Settlement,
25 entry of Judgment, and payment by Defendant to the Settlement Administrator of the full Total
26 Settlement Amount and Employers’ Taxes necessary to effectuate the Settlement, Plaintiffs, all
27 PAGA Members, and, to the extent permitted by law, the State of California, will release all
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claims for PAGA civil penalties for the duration of the PAGA Period, including all claims alleged or that reasonably could have been alleged based on the facts and legal theories alleged in the Haynes PAGA Notice and/or the Love PAGA Notice, which occurred during the PAGA Period, including all of the following legal claims: (i) all claims for civil penalties stated in the Action and PAGA Notice including all alleged violations of California Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 210, 212, 213, 221, 223, 226, 226.3, 226.7, 227.3, 232, 232.5, 246, 404, 432, 432.3, 432.5, 432.6, 432.7, 432.8, 510, 512, 558, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198.5, 2699, 2802, 2810.5, 6409.6; (ii) all claims for civil penalties for alleged failure to pay minimum wage and overtime wages; (ii) all claims for civil penalties for alleged failure to provide meal periods; (iii) all claims for civil penalties for alleged failure to provide rest periods; (iv) all claims for civil penalties for alleged failure to timely pay wages during employment; (v) all claims for civil penalties for alleged unreimbursed business expenses; (vi) all claims for civil penalties for improper or inaccurate itemized wage statements, including any alleged violations of Labor Code section 226(a)(1)-(9) based on the facts contained in the PAGA Notice and including claims for injuries suffered therefrom; (vii) any and all claims for the untimely payment of final wages and associated waiting time penalties under Labor Code sections 201-203 based on the facts, claims, or causes of action, or legal theories alleged in the Operative Complaint; premised on the facts, claims, or legal theories described in the Operative Complaint; (viii) all claims for civil penalties for unpaid sick leave; (ix) all claims for civil penalties for alleged violation of the applicable Industrial Wage Order; and (x) all claims for restraints on competition, whistleblowing and freedom of speech. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, violations of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

D. General Release.

Effective only upon the entry of an Order granting Final Approval of the Settlement, entry of Judgment, and payment by Defendant to the Settlement Administrator of the full Total Settlement Amount and Employers' Taxes necessary to effectuate the Settlement, in addition to the Released Claims, Plaintiffs make the additional following General Release: Plaintiffs release the Released Parties from all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule, law or regulation arising out of, relating to, or in connection with any act or omission of the Released Parties through the date of full execution of this Agreement in connection with Plaintiffs' employment with Defendant or the termination thereof, except for any and all other claims that may not be released as a matter of law through this Agreement. To the extent of the General Release provided herein, Plaintiffs stipulate and agree that, upon entry of an Order granting Final Approval of the Settlement, entry of Judgment, and payment by Defendant to the Settlement Administrator selected of the full Total Settlement Amount and Employers' Taxes necessary to effectuate the Settlement, Plaintiffs shall have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides:

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.

8. SETTLEMENT ADMINISTRATOR

A. Plaintiff and Defendant, through their respective counsel, have selected ILYM Group, Inc. to administer the Settlement, which includes but is not limited to translating the Class Notice to Spanish, distributing and responding to inquiries about the Class Notice and calculating all amounts to be paid from the Total Settlement Amount. Charges and expenses of the Settlement Administrator, currently estimated to be \$5,750.00 will be paid from the Total Settlement Amount. If the actual amount of the Settlement Administration Costs is less than

1 \$5,750.00, the difference between \$5,750.00 and the actual Settlement Administration Costs shall
2 be a part of the Net Settlement Amount. If the Settlement Administration Costs exceed
3 \$5,750.00, then such excess will be paid solely from the Total Settlement Amount and Defendant
4 will not be responsible for paying any additional funds in order to pay these additional costs.

5 **9. NOTICE, WORKWEEK AND PAY PERIOD DISPUTE, OBJECTION,**
6 **AND EXCLUSION PROCESS**

7 **A. Notice to the Settlement Class Members**

8 (1) Within fourteen (14) calendar days after the Preliminary Approval Date,
9 Defendant's Counsel shall provide the Settlement Administrator with information with respect
10 to each Class Member his or her: (1) name; (2) last known address(es) currently in Defendant's
11 possession, custody, or control; (3) last known telephone number(s) currently in Defendant's
12 possession, custody, or control; (4) last known Social Security number(s) in Defendant's
13 possession, custody, or control; and (5) the dates of employment (*i.e.*, hire dates, and, if
14 applicable, re-hire date(s) and/or separation date(s)) (the "Class List"). The Settlement
15 Administrator shall perform an address search using the United States Postal Service National
16 Change of Address ("NCOA") database and update the addresses contained on the Class Lists
17 with the newly-found addresses, if any. Within seven (7) calendar days of receiving the Class
18 List from Defendant, the Settlement Administrator shall mail the Class Notice in English and
19 Spanish to the Settlement Class Members via first-class regular U.S. Mail using the most current
20 mailing address information available. The Settlement Administrator shall maintain the Class
21 Lists and digital copies of all the Settlement Administrator's records evidencing the giving of
22 notice to any Settlement Class Member, for at least four (4) years from the Final Approval Date.

23 (2) If a Class Notice from the initial notice mailing is returned as
24 undeliverable, the Settlement Administrator will attempt to obtain a current address for the
25 Settlement Class Member to whom the returned Class Notice had been mailed, within five (5)
26 calendar days of receipt of the returned Class Notice, by: (1) contacting the Settlement Class
27 Member by phone, if possible, and (2) undertaking skip tracing. If the Settlement Administrator
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1 is successful in obtaining a new address, it will promptly re-mail the Class Notice to the
2 Settlement Class Member. Further, any Class Notices that are returned to the Settlement
3 Administrator with a forwarding address before the Response Deadline shall be promptly re-
4 mailed to the forwarding address affixed thereto.

5 (3) No later than seven (7) calendar days from the Response Deadline, the
6 Settlement Administrator shall provide counsel for the Parties with a declaration attesting to the
7 completion of the notice process, including the number of attempts to obtain valid mailing
8 addresses for and re-sending of any returned Class Notices, as well as the identities, number of,
9 and copies of all Requests for Exclusion and Objections received by the Settlement
10 Administrator.

11 **B. Objections.**

12 Only Participating Class Members may object to the Settlement. In order for any
13 Settlement Class Member to object to this Settlement in writing, or any term of it, he or she must
14 do so by mailing a written objection to the Settlement Administrator at the address, fax number,
15 or email address provided on the Class Notice no later than the Response Deadline. The
16 Settlement Administrator shall email a copy of the Objection forthwith to Class Counsel and
17 Defendant's counsel and attach copies of all Objections to the Declaration it provides Class
18 Counsel, which Class Counsel shall file in support of Plaintiffs' Motion for Final Approval. The
19 Objection should set forth in writing: (1) the Objector's full name; (2) the Objector's address;
20 (3) the Objector's telephone number; (4) the last four digits of the Objector's Social Security
21 number; (5) the Objector's signature; (6) the reason(s) for the Objection, along with whatever
22 legal authority, if any, the Objector asserts in support of the Objection; and (7) a statement of
23 whether the Objector plans to appear at the Final Approval Hearing. If a Settlement Class
24 Member objects to the Settlement is represented by his or her own attorney, the objection must
25 include the name and address of the attorney. If a Settlement Class Member objects to the
26 Settlement, the Settlement Class Member will remain a member of the Settlement Class and if
27 the Court approves this Agreement, the Settlement Class Member will be bound by the terms of
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1 the Settlement in the same way and to the same extent as a Settlement Class Member who does
2 not object. The date of mailing of the Class Notice to the objecting Settlement Class Member
3 shall be conclusively determined according to the records of the Settlement Administrator.
4 Settlement Class Members need not object in writing to be heard at the Final Approval Hearing;
5 they may object or comment in person at the hearing at their own expense. Class Counsel and
6 Defendant's Counsel may respond to any objection lodged with the Court up to five (5) court
7 days before the Final Approval Hearing.

8 **C. Requesting Exclusion.**

9 Any Settlement Class Member may request exclusion from (*i.e.*, "opt out" of) the
10 Settlement by sending the Settlement Administrator a written request to be excluded from the
11 Settlement ("Request for Exclusion") by fax, email, or mail, postmarked on or before the
12 Response Deadline. To be valid, a Request for Exclusion must identify the Action as Haynes, et
13 al. v. Rich Doss, Inc., Case No. 34-2022-003987, and include: (1) the Class Member's full name;
14 (2) the last four digits of the Class Member's Social Security number; (3) the Class Member's
15 address; (4) the Class Member's email address or telephone number; (5) the Class Member's
16 signature; and (6) a simple statement that you do not want to participate in the Class Settlement.
17 The Settlement Administrator shall immediately provide copies of all Requests for Exclusion to
18 Class Counsel and Defendant's Counsel and shall report the Requests for Exclusions that it
19 receives, to the Court, in its declaration to be provided in advance of the Final Approval Hearing.
20 Any Settlement Class Member who requests exclusion using this procedure will not be entitled
21 to receive any payment from the Settlement and will not be bound by the Settlement Agreement
22 or have any right to object to, appeal, or comment on the Settlement. Any Settlement Class
23 Member who does not opt out of the Settlement by submitting a timely and valid Request for
24 Exclusion will be bound by all terms of the Settlement, including those pertaining to the Released
25 Claims, as well as any Judgment that may be entered by the Court if Final Approval of the
26 Settlement is granted. A Settlement Class Member cannot submit both a Request for Exclusion
27 and an objection. If a Settlement Class Member submits an Objection and a Request for
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1 Exclusion, the Request for Exclusion will control and the Objection will be overruled. Settlement
2 Class Members who worked during the PAGA Period as PAGA Members that submit a valid
3 Request for Exclusion will still be deemed PAGA Members, will still receive their Individual
4 PAGA Payments, and will be bound by the release of the PAGA Released Claims.

5 **D. Disputes Regarding Settlement Class Members' Workweek or Pay Period**
6 **Data.**

7 Each Settlement Class Member may dispute the number of Workweeks or Pay Periods
8 attributed to him or her on his or her Class Notice ("Workweek/Pay Period Dispute"). The
9 requirements to dispute any Workweeks or Pay Periods is covered in the Class Notice. Any such
10 disputes must be mailed to the Settlement Administrator by the Settlement Class Member,
11 postmarked on or before the Response Deadline. The Settlement Administrator shall
12 immediately provide copies of all disputes to Class Counsel and counsel for Defendant and shall
13 immediately attempt to resolve all such disputes directly with relevant Settlement Class
14 Member(s) with the assistance of Defendant and Class Counsel. If the dispute cannot be resolved
15 in this manner, the Court shall adjudicate the dispute.

16 **10. INDIVIDUAL SETTLEMENT PAYMENTS AND INDIVIDUAL**
17 **PAGA PAYMENTS**

18 Individual Settlement Payments will be calculated and distributed to Participating Class
19 Members from the Net Settlement Amount on a *pro rata* basis, based on the Participating Class
20 Members' respective number of Workweeks during the Class Period. Individual PAGA
21 Payments to PAGA Members will be calculated and distributed to PAGA Members from the
22 PAGA Payment on a *pro rata* basis based on PAGA Members' respective number of Pay Periods
23 during the PAGA Period. Specific calculations of the Individual Settlement Shares and
24 Individual PAGA Payments to PAGA Members will be made as follows:

25 **A.** The Settlement Administrator will determine the total number of Workweeks
26 worked by each Settlement Class Member during the Class Period ("Class Member's
27 Workweeks"), as well as the aggregate number of Workweeks worked by all Settlement Class
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Members during the Class Period (“Class Workweeks”). Additionally, the Settlement Administrator will determine the total number of Pay Periods worked by each PAGA Member during the PAGA Period (“PAGA Member’s Pay Periods”), as well as the aggregate number of Pay Periods worked by all PAGA Members during the PAGA Period (“PAGA Pay Periods”).

B. To determine each Settlement Class Member’s Individual Settlement Share, the Settlement Administrator will use the following formula: Individual Settlement Share = (Settlement Class Member’s Workweeks ÷ Class Workweeks) × Net Settlement Amount.

C. To determine each Participating Class Member’s Participating Individual Settlement Share, the Settlement Administrator will determine the aggregate number of Workweeks worked by all Participating Class Members during the Class Period (“Participating Class Workweeks”) and use the following formula: Individual Settlement Share = (Participating Class Member’s Workweeks ÷ Participating Class Workweeks) × Net Settlement Amount.

D. The net amount of the Participating Individual Settlement Share is to be paid out to Participating Class Members by way of check and is referred to as “Individual Settlement Payment(s)”.

E. To determine each PAGA Member’s Individual PAGA Payment, the Settlement Administrator will use the following formula: PAGA Member’s Individual PAGA Payment = (PAGA Member’s Pay Periods ÷ PAGA Workweeks) x \$3,750.00 (the PAGA Payment).

F. Individual Settlement Payments and Individual PAGA Payments shall be paid to Participating Class Members and/or PAGA Members by way of check. When a Participating Class Member is also a PAGA Member, one check may be issued that aggregates both the Individual Settlement Payment and the Individual PAGA Payment, unless the Court orders otherwise.

11. DISTRIBUTION OF PAYMENTS

A. Distribution of Individual Settlement Payments.

1 Participating Class Members will receive an Individual Settlement Payment and PAGA
2 Members will receive an Individual PAGA Payment. Unless the Court orders otherwise, a
3 Participating Class Member who is also a PAGA Member, will receive a single check.
4 Individual Settlement Payment and Individual PAGA Payment checks shall remain valid and
5 negotiable for one hundred and eighty (180) calendar days after the date of their issuance
6 (“Void Date”). The Administrator will cancel all checks not cashed by the Void Date. For any
7 Class Member whose Individual Class Payment check or Individual PAGA Payment check is
8 uncashed and cancelled after the Void Date, the Administrator shall transmit the funds
9 represented by such checks, plus any interest accrued thereon, to the California Controller’s
10 Unclaimed Property Fund in the name of the Class Member thereby leaving no “unpaid
11 residue” subject to the requirements of California Code of Civil Procedure section 384, subd.
12 (b).

13 **B. Funding of Settlement.**

14 Defendant shall fully fund the Total Settlement Amount (as the same may be escalated
15 pursuant to Paragraph 17 of this Agreement), and also fund the amounts necessary to fully pay
16 Defendant’s share of payroll taxes by transmitting the funds to the Administrator by either
17 October 20, 2024, or fourteen (14) days after the Effective Date, whichever comes later.

18 **C. Time for Distribution.**

19 Within seven (7) calendar days after payment of the full Total Settlement Amount and
20 Employer Taxes by Defendant, or as soon thereafter as practicable, the Settlement Administrator
21 shall distribute Payments from the QSA for: (1) the Service Award to Plaintiffs as specified in
22 this Agreement and approved by the Court; (2) the Attorneys’ Fees and Costs Award to be paid
23 to Class Counsel, as specified in this Agreement and approved by the Court; (3) the Settlement
24 Administrator Costs, as specified in this Agreement and approved the Court; (4) the LWDA
25 Payment, as specified in this Agreement and approved by the Court; and (5) Individual PAGA
26 Payments as specified in this Agreement and approved by the Court. The balance remaining shall
27 constitute the Net Settlement Amount from which Individual Settlement Payments shall be made
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1 to Participating Class Members, less applicable taxes and withholdings. All interest accrued
2 shall be for the benefit of the Class Members and distributed on a *pro rata* basis to Participating
3 Class Members based on the number of Workweeks worked by them in the Class Period.

4 **12. ATTORNEYS' FEES AND LITIGATION COSTS**

5 Class Counsel shall apply for, and Defendant shall not oppose, an award of attorneys'
6 fees of up to 35% of the Total Settlement Amount, which, unless escalated pursuant to Paragraph
7 17 of this Agreement, amounts to One Hundred Seventeen Thousand Seven Hundred Twenty-
8 Two Dollars and Fifty Cents (\$117,722.50). Class Counsel shall further apply for, and Defendant
9 shall not oppose, an application or motion by Class Counsel for reimbursement of actual costs
10 associated with Class Counsel's prosecution of this matter as set forth by declaration testimony
11 in an amount up to Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00). Awards of
12 attorneys' fees and costs shall be paid out of the Total Settlement Amount, for all past and future
13 attorneys' fees and costs necessary to prosecute, settle, and obtain Final Approval of the
14 settlement in Action. The "future" aspect of the amounts stated herein includes, without
15 limitation, all time and expenses expended by Class Counsel (including any appeals therein).
16 There will be no additional charge of any kind to either the Settlement Class Members or request
17 for additional consideration from Defendant for such work unless, Defendant materially breaches
18 this Agreement, including any term regarding funding, and further efforts are necessary from
19 Class Counsel to remedy said breach, including, without limitation, moving the Court to enforce
20 the Agreement. Should the Court approve attorneys' fees and/or litigation costs and expenses in
21 amounts that are less than the amounts provided for herein, then the unapproved portion(s) shall
22 be a part of the Net Settlement Amount. This Settlement is not contingent upon the Court
23 awarding Class Counsel any particular amount in attorneys' fees and costs and, in the event that
24 the Court reduces or does not approve the requested Attorneys' Fees and Costs Award, Plaintiffs
25 and Class Counsel shall not have the right to modify or revoke the Settlement, or to appeal such
26 order, nor will Plaintiffs or Class Counsel seek, request or demand an increase to the Total
27 Settlement Amount on that basis.

1 **13. SERVICE AWARD TO PLAINTIFFS**

2 Each Named Plaintiff shall seek, and Defendant shall not oppose, a Service Award in an
3 amount not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) a total
4 of Fifteen Thousand Dollars and Zero Cents (\$15,000.00), for participation in and assistance
5 with the Class Action. Any Service Awards awarded to Plaintiffs shall be paid from the Total
6 Settlement Amount and shall be reported on an IRS Form 1099. If the Court approves the Service
7 Awards to Plaintiffs in less than the amounts sought herein, then the unapproved portion(s) shall
8 be a part of the Net Settlement Amount. In the event that the Court reduces or does not approve
9 the requested Class Representative Service Awards, Plaintiffs and Class Counsel shall not have
10 the right to modify or revoke the Settlement, or to appeal such order, nor will Plaintiffs or Class
11 Counsel seek, request or demand an increase in the Total Settlement Amount on that basis.

12 **14. TAXATION AND ALLOCATION**

13 **A.** Each Individual Settlement Share shall be allocated as follows: 10% as wages and
14 90% as interest and penalties. Each Individual PAGA Payment shall be allocated entirely as
15 penalties. The wage portion is subject to tax withholding and will be reported on IRS Form W-
16 2. The non-wage portion, i.e., interest and penalties, are not subject to wage withholdings and
17 will be reported on IRS Form 1099. Participating Class Members and PAGA Members assume
18 full responsibility and liability for any employee taxes owed on their Individual Settlement Share
19 and/or Individual Settlement Payment.

20 **B.** The Parties agree that the employees' share of taxes and withholdings with
21 respect to the wage-portion of the Individual Settlement Share will be withheld from the
22 Individual Settlement Share in order to yield the Individual Settlement Payment. Income tax
23 withholding will also be made pursuant to applicable state and/or local withholding codes or
24 regulations.

25 **C.** All Employer Taxes shall be paid by Defendant separate, apart, and in addition
26 to the Total Settlement Amount. Defendant shall remain liable to pay the employer's share of
27 payroll taxes as described above.
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1 **D.** Neither Plaintiffs, Class Counsel, Defendant, nor counsel for Defendant are
2 providing any advice regarding taxes or taxability, nor shall anything in this Agreement be relied
3 upon as such within the meaning of United States Treasury Department Circular 230 (31 C.F.R.
4 Part 10, as amended) or otherwise. Participating Class Members, PAGA Members, and Class
5 Counsel shall be solely responsible for the reporting of any payment of their share of any federal,
6 state, and/or local income tax or other tax or any other withholdings, if any, on any of the
7 payments made pursuant to this Settlement. Defendant makes no representation, and it is
8 understood and agreed that Defendant has made no representation, as to the taxability to any
9 Participating Class Members of any portion of the Individual Settlement Payments or Individual
10 Settlement Shares, to any PAGA Members regarding the Individual PAGA Payments, the
11 payment of attorneys' fees and expenses to Class Counsel, or the payment of the Service Awards
12 to the Plaintiffs. The Class Notice will advise each Class Member and PAGA Member to seek
13 his/her own personal tax advice prior to acting in response to the Class Notice.

14 **15. PRIVATE ATTORNEYS' GENERAL ACT ALLOCATION**

15 The Parties agree to allocate Fifteen Thousand Dollars and Zero Cents (\$15,000.00) of
16 the Total Settlement Amount toward PAGA penalties. Pursuant to the PAGA, seventy-five
17 percent (75%) of the amount allocated toward PAGA (\$11,250.00) will be paid to the LWDA
18 and twenty-five percent (25%) (\$3,750.00) will be distributed to PAGA Members on a *pro rata*
19 basis based upon their respective Workweeks worked as PAGA Members during the PAGA
20 Period.

21 **16. COURT APPROVAL**

22 This Agreement is contingent upon an order by the Court granting Final Approval of the
23 Settlement, and that the LWDA does not intervene and object to the Settlement. In the event it
24 becomes impossible to secure approval of the Settlement by the Court and the LWDA, the Parties
25 shall be restored to their respective positions in the Action prior to entry of this Settlement. If
26 this Settlement Agreement is voided, not approved by the Court or approval is reversed on
27 appeal, it shall have no force or effect and no Party shall be bound by its terms except to the
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1 extent: (a) the Court reserves any authority to issue any appropriate orders when denying
2 approval; and/or (b) there are any terms and conditions in this Settlement Agreement specifically
3 stated to survive the Settlement Agreement being voided or not approved, and which control in
4 such an event.

5 **17. INCREASE IN WORKWEEKS**

6 Defendant represents that as of August 19, 2023, all current and former drivers who
7 worked for Defendant in California since May 3, 2020, and all current and former non-driver
8 employees who worked for Defendant in California since July 21, 2018, worked no more than
9 13,454 workweeks, in aggregate, as of August 19, 2023. In the event the number of workweeks
10 during the entire Driver Covered Class Period and during the Non-Driver Covered Class Period
11 (together “Combined Class Period”) increases by more than 10%, or 1,345 workweeks, then
12 the TSA shall be increased proportionally by the workweeks in excess of 14,799 multiplied by
13 the workweek value. The workweek value shall be calculated by dividing the TSA by 13,454.
14 The Parties agree that the workweek value amounts to \$25.00 per workweek (\$336,350 /
15 13,454 workweeks). Thus, for example, should there be 15,000 workweeks in the Combined
16 Class Period, then the TSA shall be increased by \$5,025.00 (15,000 workweeks – 14,799
17 workweeks x \$25/workweeks).

18 **18. NOTICE OF JUDGMENT**

19 In addition to any duties set out herein, the Settlement Administrator shall provide
20 notice of the Final Judgment entered in the Action by posting the same on its website for a
21 period of no less than four (4) years.

22 **19. MISCELLANEOUS PROVISIONS**

23 **A. Interpretation of the Agreement.**

24 This Agreement constitutes the entire agreement between the Parties with respect to its
25 subject matter. Except as expressly provided herein, this Agreement has not been executed in
26 reliance upon any other written or oral representations or terms, and no such extrinsic oral or
27 written representations or terms shall modify, vary or contradict its terms. In entering into this
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1 Agreement, the Parties agree that this Agreement is to be construed according to its terms and
2 may not be varied or contradicted by extrinsic evidence. The Agreement will be interpreted and
3 enforced under the laws of the State of California, both in its procedural and substantive aspects,
4 without regard to its conflict of law provisions. Any claim arising out of or relating to the
5 Agreement, or the subject matter hereof, will be resolved solely and exclusively in the Superior
6 Court of the State of California for the County of Sacramento, and Plaintiffs and Defendant
7 hereby consent to the personal jurisdiction of the Court in the Action over it solely in connection
8 therewith. The foregoing is only limited to disputes concerning this Agreement. The Parties, and
9 each of them, participated in the negotiation and drafting of this Agreement and had available to
10 them the advice and assistance of independent counsel. As such, neither Plaintiffs nor Defendant
11 may claim that any ambiguity in this Agreement should be construed against the other. The
12 Agreement may be modified only by a writing signed by counsel for the Parties and approved
13 by the Court.

14 **B. Further Cooperation.**

15 The Parties and their respective attorneys shall proceed diligently to prepare and execute
16 all documents, to seek the necessary approvals from the Court, and to do all things reasonably
17 necessary to consummate the Settlement as expeditiously as possible. The Parties agree that they
18 will not take any action inconsistent with this Agreement, including, without limitation,
19 encouraging Class Members to opt out of the Settlement. In the event the Court finds that any
20 Party has taken actions inconsistent with the Settlement, including, without limitation,
21 encouraging Class Members to opt out of the Settlement, the Court may take any corrective
22 actions, including enjoining any Party from communicating regarding the Settlement on an *ex*
23 *parte* basis, issuing (a) corrective notice(s), awarding monetary, issue, evidentiary and/or
24 terminating sanctions against that Party, and/or enforcing this Agreement despite the presence
25 of opt-outs and/or objections.

26 **C. Counterparts.**

27 This Agreement may be executed in one or more counterparts by facsimile, electronically
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(e.g., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

D. Authority.

Each individual signing below warrants and represents that he or she has the authority to execute this Agreement on behalf of the Party for whom or which that individual signs.

E. No Third-Party Beneficiaries.

Plaintiffs, Participating Class Members, PAGA Members, the State of California, Class Counsel, and Defendant are direct beneficiaries of this Agreement, but there are no third-party beneficiaries.

F. Deadlines Falling on Weekends or Holidays.

To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or legal holiday, that deadline shall be continued until the following business day.

H. Confidentiality.

The Parties agree not to disclose or publicize the settlement, including the MOU, the fact of the Settlement, its terms or contents, and the negotiations underlying the Settlement, in any manner or form, directly or indirectly, to any person or entity, except those, like the Settlement Administrator, who are required to effectuate the terms of the Settlement, or Class Members who may contact Class Counsel about its terms.

I. Severability.

In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendant's Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

1 **IT IS SO AGREED:**

2 Dated: Feb 28, 2025, 2024


Damon Haynes (Feb 28, 2025 16:47 PST)

DAMON HAYNES
Plaintiff and Class Representative

4
5 Dated: Mar 1, 2025, 2024


Deshawn (Mar 1, 2025 16:41 PST)

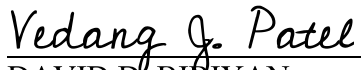
DASHAWN DWAYNE LOVE
Plaintiff and Class Representative

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9 Dated: _____, 2024

RICH DOSS, INC.
Defendant
By:
Its:

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11
12 **AGREED AS TO FORM ONLY:**

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14 Dated: March 7, 2025, 2024


DAVID D. BIBIYAN
VEDANG J. PATEL
**Counsel for Plaintiffs DAMON HAYNES
and DASHAWN DWAYNE LOVE**

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19 **AGREED AS TO FORM ONLY:**

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21 Dated: _____, 2024

JARED L. PALMER
CAROLYN B. HALL
Counsel for Defendant, RICH DOSS, INC.

IT IS SO AGREED:

Dated: _____, 2024

DAMON HAYNES
Plaintiff and Class Representative

Dated: _____, 2024

DASHAWN DWAYNE LOVE
Plaintiff and Class Representative

Dated: 06-Mar-2025, 2025

Signed by:

34F5ED8D35FC4CC...

RICH DOSS, INC.
Defendant
By: sheldon doss
Its: Secretary/VP

AGREED AS TO FORM ONLY:

Dated: _____, 2025

DAVID D. BIBIYAN
VEDANG J. PATEL
**Counsel for Plaintiffs DAMON HAYNES
and DASHAWN DWAYNE LOVE**

AGREED AS TO FORM ONLY:

Dated: March 6, _____, 2025



JARED L. PALMER
CAROLYN B. HALL
Counsel for Defendant, RICH DOSS, INC.

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EXHIBIT A