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JOINT STIPULATION OF PAGA SETTLEMENT

This Joint Stipulation of PAGA Settlement ("Settlement," "Agreement," or "Settlement Agreement") is made and entered into by and between Plaintiff Irvin A. Zuniga ("Plaintiff" or "PAGA Representative"), individually, and on behalf of the State of California and allegedly aggrieved employees, and Defendant Bauer's Intelligent Transportation, Inc. ("Defendant") (together, Plaintiff and Defendant are referred to as "Parties" and individually as "Party").

This Settlement Agreement shall be binding on Plaintiff, the State of California as to the employment of PAGA Employees (as defined herein), and Defendant, subject to the terms and conditions hereof and the approval of the Court.

I. RECITALS

1. On April 29, 2025, Plaintiff provided written notice to the Labor and Workforce Development Agency ("LWDA") by online submission and to Defendant by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specific provisions of the California Labor Code alleged to have been violated by Defendant (referred to as the "PAGA Letter").

2. On July 15, 2025, Plaintiff filed a Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq*. in the action entitled *Irvin A. Zuniga, on behalf of himself and all "aggrieved employees" v. Bauer's Intelligent Transportation Inc.*, San Francisco County Superior Court Case No. CGC-25-627254 ("PAGA Action"), which alleged one cause of action under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698 *et seq*. ("PAGA") against Defendant.

3. The PAGA Complaint alleges nine (9) causes of action for violations of the California Labor Code for failure to pay overtime wages, failure to pay minimum wage, failure to pay earned wages upon discharge, failure to reimburse business expenses, failure to provide meal periods, failure to provide rest periods, failure to provide itemized wage statements, for unfair and unlawful business practices, and for civil penalties under PAGA based on the aforementioned California Labor Code violations.

4. Defendant denies all material allegations set forth in the PAGA Action and has asserted numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation,

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Defendant desires to fully and finally settle the PAGA Action and Released PAGA Claims (as defined herein).

5. On June 10, 2026, the Parties participated in mediation with Kristin Rizzo, Esq. (the "Mediator"), a respected mediator of complex wage and hour actions, and with the assistance of the Mediator's evaluations, the Parties reached the settlement that is memorialized herein. The Parties' settlement discussions were conducted at arms' length, and the Settlement is the result of an informed and detailed analysis of Defendant's potential liability and exposure in relation to the costs and risks associated with continued litigation. Based on Plaintiff's Counsel's investigation and evaluation, Plaintiff's Counsel believes that the settlement with Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the State of California and PAGA Employees in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation and various defenses asserted by Defendant.

6. The Parties expressly acknowledge that this Settlement Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendant. If for any reason this Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

II. DEFINITIONS

Unless otherwise defined herein, the following terms, when used in this Agreement, shall have the following meanings:

1. "Action" means Plaintiff's PAGA lawsuit alleging wage and hour violations against Defendant captioned *Irvin A. Zuniga, on behalf of himself and all "aggrieved employees" v. Bauer's Intelligent Transportation Inc.*, San Francisco Superior Court Case No. CGC-25-627254, filed on July 15, 2025 and pending in the Superior Court of the State of California, County of San Francisco, as well as all claims and allegations made in Plaintiff's PAGA Notice dated April 29, 2025.

2. "Administrator" means ILYM Group Inc., a neutral third-party administrator that the Parties have agreed to appoint to administer the Settlement, subject to approval by the Court, in

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accordance with the terms of this Agreement.

3. "Administration Costs" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement.

4. "Aggrieved Employee" means all individuals in California who worked for Defendant as non-exempt driver employees in California during the PAGA Period.

5. "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendant's possession including the Aggrieved Employee's name, last-known-mailing address, Social Security number, and number of Pay Periods worked during the PAGA Period.

6. "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

7. "Approval Order" means the proposed Court Order Granting Approval of Settlement.

8. "Complaint" means the claims and allegations set forth in Plaintiff's Representative Action Complaint for Violation of the Private Attorneys General Act of 2004, filed with the Court on July 15, 2025, in the Action.

9. "Court" means the Superior Court of California for the County of San Francisco.

10. "Defense Counsel" means Matthew J. Wayne and Haruto Cheng of Gordon Rees Scully Mansukhani, LLP.

11. "Effective Date" means the date on which the Judgment becomes final. The Judgment becomes final upon the later of: (a) the expiration of the time to appeal or seek review of the Judgment if no appeal or request for review is filed; or (b) if an appeal or request for review is filed, the date on which the Judgment is affirmed, the appeal is dismissed, or the Judgment otherwise becomes final and is no longer subject to any appeal or review.

12. "Employee Payment" refers to the Aggrieved Employees' pro rata share of 35% of the Net Settlement Amount calculated according to the number of Pay Periods the Aggrieved Employee

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worked during the PAGA Period.

13. "Final Approval" means the Court's entry of the Approval Order granting approval of this Settlement.

14. "Gross Settlement Amount" is the sum of One Hundred Forty Thousand Dollars ($140,000.00), which represents the total amount payable under this Agreement by Defendant, and will be used to pay the Employee Payments, LWDA PAGA Payment, Plaintiff's Counsel Fees Payment, Plaintiff's Counsel Litigation Expenses Payment, and the Administration Costs.

15. "Judgment" means the judgment entered by the Court based upon Final Approval.

16. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

17. "LWDA PAGA Payment" means the 65% of the PAGA Penalties, paid to the LWDA under Labor Code section 2699, subd. (i).

18. "Plaintiff's Counsel" means Jennifer B. Siverts and Adam Kent of Siverts Law, APC, and Colette N. Mahon of Lawyers for Employee and Consumer Rights, APC, the attorneys representing Plaintiff in the Action.

19. "Net Settlement Amount" is the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Plaintiff's Counsel Fees Payment, Plaintiff's Counsel Litigation Expenses, and Administration Costs. The remainder is to be paid: 35% to Aggrieved Employees as Employee Payments; and 65% to the LWDA as the LWDA PAGA Payment.

20. "PAGA" means the California Labor Code Private Attorneys General Act, California Labor Code §§ 2698, *et seq*.

21. "Plaintiff's Counsel Fees Payment" and "Plaintiff's Counsel Litigation Expenses Payment" mean the amounts allocated to Plaintiff's Counsel for reimbursement of reasonable attorneys' fees and actual expenses, respectively, incurred to prosecute the Action.

22. "Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant as an hourly, non-exempt driver employee for at least one day during the PAGA Period.

23. "PAGA Notice" means Plaintiff's April 29, 2025, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).

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24. "PAGA Period" means the time period from April 29, 2024 through August 13, 2026.

25. "Plaintiff" means Irvin A. Zuniga, the named plaintiff in the Action.

26. "Released Claims" means all claims for civil penalties under PAGA that were alleged in the Action, alleged in Plaintiff's PAGA Notice, or that could have been alleged based on the facts theories, Labor Code provisions, policies, practices, or alleged omissions asserted in the Action or Plaintiff's PAGA Notice, predicated on alleged violations of the California Labor Code sections 201, 202, 203, 204, 206, 210, 221, 223, 226, 226.3, 226.7, 227.3, 233, 234, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, and 2802, and the applicable California Industrial Welfare Commission Wage Orders, during the PAGA Period. Notwithstanding the foregoing, the Released Claims are limited to claims for civil penalties under PAGA and do not release, waive, or extinguish any Aggrieved Employee's individual, non-PAGA claims for unpaid wages, damages, restitution, interest, or other individual relief, all of which are expressly preserved.

27. "Released PAGA Claims" means the Released Claims, as defined herein.

28. "Released Parties" means Defendant and each and all of its past, present, and future parents, affiliates, subsidiaries, divisions, predecessors, successors, managing members, divisions, affiliated entities, related entities, and assigns; the past, present, and future shareholders, owners, officers, directors, board members, employees, agents, trustees, attorneys or legal representatives, insurers, representatives, clients, vendors, independent contractors, joint venturers, third-party agents, administrators, fiduciaries, beneficiaries, subrogees, partners, and members of the foregoing; and/or any other entity or individual which could be liable for the acts or omissions of the Defendant based on or arising out of the Released Claims.

29. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

III. TERMS OF THE AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

1. **Non-Admission**. The Parties acknowledge and agree that this Agreement is a compromise and settlement of disputed claims in the Action and that this Agreement is made and

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entered into without any admission of liability or wrongdoing of any kind whatsoever by Defendant, who expressly deny and disclaim any liability or wrongdoing whatsoever. Accordingly, neither the execution of this Agreement, its creation, the payment of any sum or consideration hereunder, nor the performance of any obligation required by this Agreement is, or shall be construed as, an admission of wrongdoing or liability on the part of Defendant. Additionally, neither the execution of this Agreement, its creation, the payment of any sum or consideration hereunder, nor the performance of any obligation required by this Agreement is, or shall be construed as an admission of the truth or accuracy of any allegations made by Plaintiff or Plaintiff's counsel in the Action or PAGA Notice.

2. **Gross Settlement Amount**. In consideration of, and subject to, the promises, terms, and conditions set forth in this Agreement, Defendant agrees to pay $140,000.00 and no more as the Gross Settlement Amount, in the manner and method set forth in this Agreement, to fully, finally, and completely settle the Action and the Released Claims. The Gross Settlement Amount shall be used to satisfy Defendant's alleged PAGA liability arising from the Action, including Court-approved attorneys' fees and costs, Administration Costs, Employee Payments to Aggrieved Employees, and the LWDA PAGA Payment, including any and all associated claims for civil penalties, attorneys' fees, and litigation costs and expenses.

3. **Net Settlement Amount.** Subject to Court approval, the Parties agree that the Net Settlement Amount shall be distributed to the LWDA and Aggrieved Employees as follows: 65% shall be allocated to the LWDA PAGA Payment and 35% shall be allocated to the Employee Payments.

a. The Administrator will calculate each Employee Payment by (a) dividing 35% of the Net Settlement Amount by the total number of Pay Periods and (b) multiplying that dollar amount by each Aggrieved Employee's respective Pay Periods. The Administrator will report the Employee Payments on IRS 1099 Forms. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Employee Payment.

4. **Attorneys' Fees Payment and Litigation Costs Payment**. Defendant will not oppose Plaintiff's request for an award of attorneys' fees in the amount up to $46,200.00 ("Plaintiff's Counsel Fees Payment") and actual litigation costs and expenses in the amount up to $12,200) incurred in prosecuting this Action ("Plaintiff's Counsel Litigation Expenses Payment"), to Plaintiff's Counsel,

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subject to Court approval and to be paid from the PAGA Gross Settlement Amount. In the event the Court approves a payment of less than $46,200.00 for Plaintiff's Counsel Fees Payment and/or less than $12,200 for Plaintiff's Counsel Litigation Expenses Payment, the difference will be a part of the Net Settlement Amount.

Released Parties shall have no liability to Plaintiff's Counsel or any other plaintiff's counsel arising from any claim to any portion of Plaintiff's Counsel Fee Payment and/or Plaintiff's Counsel Litigation Expenses Payment. The Administrator will pay the Plaintiff's Counsel Fees Payment and Plaintiff's Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Plaintiff's Counsel assumes full responsibility and liability for taxes owed on the Plaintiff's Counsel Fees Payment and the Plaintiff's Counsel Litigation Expenses Payment and holds Released Parties harmless, and indemnifies Released Parties, from any dispute or controversy regarding any division or sharing of any of these Payments.

5. **Administration Costs.** Defendant will not oppose Plaintiff's request for payment in the amount up to (and not to exceed) $5,000.00 to the Administrator for administering the settlement, subject to Court approval and to be paid from the PAGA Gross Settlement Amount. In the event the Court approves a payment of less than $5,000.00 for Administration Costs, the difference will be a part of the Net Settlement Amount. Administration Costs will be reported on an IRS Form 1099 issued to the Administrator.

6. **Pay Periods Worked During PAGA Period.** Defendant represented that there are approximately 9,107 bi-weekly pay periods worked by Aggrieved Employees during the PAGA Period as of the June 10, 2026 mediation. Any final variation in the number of pay periods shall effect only the pro rata allocation of the Net Settlement Amount and shall not increase Defendant's total payment obligation.

7. **Released Claims.** Upon the Effective Date, this settlement forever bars Plaintiff, Aggrieved Employees, the LWDA, the State of California, and any other representative, proxy, or agent thereof for the PAGA Period from pursuing any and all Released Claims against the Released Parties. Upon Court approval, this settlement is intended to resolve the State of California/LWDA's PAGA penalty claims for the Released PAGA Claims, covered driver population, and covered driver

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pay periods to the fullest extent permitted by law. No person may obtain a duplicative recovery of PAGA civil penalties in any other action, proceeding, or claim for the same alleged violations, same employees, same pay periods, and same factual predicates released by this settlement. Defendant reserves all rights to assert this settlement and resulting judgment as a bar, offset, credit, reduction, claim-preclusion defense, issue-preclusion defense, or other defense to any overlapping PAGA claim, action, or proceeding.

8. **Separate Individual Settlement Agreement and General Release.** Plaintiff and Defendant shall execute an individual settlement agreement and general release resolving Plaintiff's individual claims against Defendant and the Released Parties. The separate individual settlement amount is not part of the Gross Settlement Amount, is not a PAGA penalty, is not a representative service payment, and shall not reduce the Gross Settlement Amount. No payment under the separate individual settlement agreement shall be due unless and until the Court approves this PAGA settlement and the settlement becomes effective under this Agreement.

9. **Representations by Plaintiff**.

a. Plaintiff represents and warrants that he has not assigned or transferred, or purported to assign or transfer, to any person or entity any portion of any claim, demand, action, cause of action, or right herein released and discharged, or any portion of his right or authority to act as the named PAGA plaintiff for purposes of resolving the Released PAGA Claims.

b. Plaintiff acknowledges that he has read this Agreement, that he fully understands his rights, privileges, and duties under the Agreement, and enters into this Agreement freely and voluntarily. Plaintiff further acknowledges that he has had the opportunity to consult with his attorneys to explain the terms of this Agreement and the consequences of signing this Agreement.

c. Plaintiff and Plaintiff's Counsel represent that, other than the Action and the PAGA Notice resolved by this Agreement, they are not aware of any pending PAGA action brought by Plaintiff against Defendant that would impair or limit the effectiveness of the Released PAGA Claims. Plaintiff represents that, other than this action, he has not asserted and will not assert any other claims against Defendant in any judicial or administrative forum,

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including but limited to any class claims. Plaintiff and his counsel represent that they do not currently know of or represent any persons who have expressed any interest in pursuing litigation or seeking any recovery against Defendant.

10. **Filing of Motion for Approval of Settlement**. Plaintiff's Counsel shall be responsible for preparing the motion for approval of the PAGA settlement and all required submissions to the LWDA and Court. Plaintiff's Counsel shall file the motion for approval within sixty (60) days of execution of this Agreement, unless the Parties agree otherwise in writing. Plaintiff's Counsel shall provide Defense Counsel with a reasonable opportunity to review and comment on the approval papers before filing, and all approval papers shall be consistent with this Agreement.

11. **Submission to the LWDA**. Concurrently with the filing of the motion for approval of the Settlement, Plaintiff's Counsel shall submit a copy of this Agreement to the LWDA as required under PAGA. Within ten (10) calendar days after the Court enters the Approval Order and Judgment, Plaintiff's Counsel shall submit a copy of the Approval Order and Judgment to the LWDA as required under PAGA.

12. **Dismissal**. The Administrator will provide the Parties with a declaration confirming that distribution of payments has been completed in accordance with the Agreement and the Court's orders. Within ten (10) calendar days after the Administrator provides that declaration, Plaintiff's Counsel will file the declaration with the Court and any required dismissal papers, unless otherwise ordered by the Court.

I. ADMINISTRATION OF SETTLEMENT

1. **Administrator**. The Parties have mutually selected ILYM Group, Inc. to handle the administration of this settlement, subject to approval by the Court, and verified that, as a condition of appointment, Phoenix Class Action Administration Solutions agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Costs. The Parties and their respective counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

a. Employer Identification Number. The Administrator shall have and use its own

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Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

b. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

c. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

2. **Deposit and Distribution of Gross Settlement Amount.**

a. Aggrieved Employees. As of the date of the mediation of this matter, Defendant estimated there were 519 Aggrieved Employees.

b. Aggrieved Employee Data. Within thirty (30) calendar days from the Effective Date, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Plaintiff's Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data to the Administrator as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their respective counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

c. Funding of Gross Settlement Amount.

i. Defendant shall fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than thirty (30) calendar days after the Effective Date,

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for administration and distribution in accordance with this Settlement Agreement and the Court's orders.

d. Payments from the Gross Settlement Amount. Within 10 days after Defendant funds the Gross Settlement Amount in full, the Administrator will mail checks for Administration Costs, Plaintiff's Counsel Fees Payment, Plaintiff's Counsel Litigation Expenses Payment, the Employee Payments (in aggregate, 35% of the Net Settlement Amount) and the LWDA PAGA Payment (65% of the Net Settlement Amount), all subject to Court approval.

i. The Administrator will issue checks for the Employee Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid under the cover letter in English, substantially in the form attached hereto as "Exhibit 1" ("Cover Letter"), to each of the Aggrieved Employees identified in the Aggrieved Employee Data. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

ii. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost, misplaced, or requested by the Aggrieved Employee prior to the void date.

iii. For any Aggrieved Employee whose Employee Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds

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represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

iv. The payment of Employee Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

IV. MISCELLANEOUS PROVISIONS

1. **No Impact on Employee Benefits**. The payments made by Defendant pursuant to this Agreement shall not be utilized to calculate any additional benefits under any benefit plans to which any Aggrieved Employee may be eligible, including, but not limited to, any profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, or other benefit plans that may be available to the Aggrieved Employees. It is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which any Aggrieved Employee may be entitled under any benefit plans.

2. **Tax Consequences**. Neither Plaintiff, Plaintiff's Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

3. **Tax Indemnification.** Plaintiff, Plaintiff's Counsel, Aggrieved Employees, and applicable governmental authorities (including the LWDA) are solely responsible for all tax obligations, including all reporting and payment obligations, attributable to them that may arise as a consequence of this Agreement and the payment of the amounts set forth herein. Neither Defendant nor Defense Counsel make any express or implied promise, representation, or warranty regarding the tax consequences or tax treatment under federal or state tax laws for any sum paid pursuant to this Agreement.

4. **Attorney Authorization**. Plaintiff's Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its

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terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

5. **Cooperation**. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of mediator Kristin Rizzo, Esq. and/or the Court for resolution.

6. **No Prior Assignments**. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

7. **Governing Law**. All terms and conditions of this Agreement and its exhibits shall be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.

8. **Entire Agreement**. Upon execution, this Agreement and any and all exhibits attached hereto, constitutes the entire agreement between the Parties relating to the Settlement, except for the separate individual settlement agreement and general release between Plaintiff and Defendant, which is a separate agreement and remains independently enforceable according to its terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties with respect to the PAGA Settlement, except as expressly stated herein.

9. **Judgment and Continued Jurisdiction**. The Parties agree that this Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6, and the Court, after entry of Judgment and to the fullest extent of the law, shall retain jurisdiction over this Action, the Parties, the Settlement and the Aggrieved Employees solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters that are permitted by law.

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a. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, including the Plaintiff's Counsel Fees Payment and Plaintiff's Counsel Litigation Expenses Payment, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. **Amendment or Modification**. This Agreement, and all parts of it, including any and all exhibits attached to same, may be amended or modified, changed, or waived only by an express written instrument, signed by all Parties or their representatives, subject to approval by the Court.

11. **Authorization to Enter into Binding Agreement**. Defendant represents and warrants that the undersigned has the authority to act on behalf of Defendant and to bind Defendant to the terms of this Agreement. Plaintiff represents and warrants that he has the capacity to act on his own behalf and on behalf of all who might claim through him to bind him to the terms and conditions of this Agreement. Counsel for all Parties represent and warrant that they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties warrant that they understand and have full authority to enter into this settlement, and further intend that this Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any settlement and/or mediation privileges and/or confidentiality provisions that otherwise might apply under federal or state law.

12. **Nullification of Agreement.** In the event that the Court does not approve the Agreement, requires a material modification that Defendant does not accept, requires Defendant to pay more than the PAGA Gross Settlement Amount under this Agreement, or the Agreement does not

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become final for any other reason, this Agreement and any documents generated to bring it into effect will become null and void, and the Parties will be returned to their original respective positions as though this Agreement had never been entered into at all.

13. **Confidentiality**. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

14. **Use and Return of Aggrieved Employee Data**. Information provided to Plaintiff's Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all settlement funds, Plaintiff and Plaintiff's counsel shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all settlement funds, Defendant make a written request to Plaintiff's Counsel for the return, rather than the destructions, of Aggrieved Employee Data. Within 5 days, Plaintiff's counsel shall provide written confirmation of the destruction or return of Aggrieved Employee Data to Defense Counsel.

15. **Binding on Successors and Assigns**. This Agreement will be binding upon, and inure to the benefit of, the successors and assigns of each of the Parties.

16. **Headings**. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

17. **Calendar Days**. Unless otherwise noted, all references to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal or state legal holiday, such date or deadline shall be on the first business day thereafter.

18. **Notice**. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as

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follows:

To Plaintiff:
Jennifer B. Siverts
Adam Kent
Siverts Law, APC
4455 Morena Blvd Suite 213
San Diego, CA 92117
with a copy to akent@jbsmlaw.com and cmahon@lfecr.com,

To Defendant:
Matthew J. Wayne
Haruto Cheng
Gordon Rees Scully Mansukhani, LLP
315 Pacific Avenue
San Francisco, CA 9411
with a copy to mwayne@grsm.com and hcheng@grsm.com

19. **Execution and Counterparts**. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., 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

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

21. **Severability**. If any term or provision of this Agreement is held to be invalid or unenforceable, provided that the essential terms and conditions of this Agreement for each Party remain valid, binding and enforceable, the remaining portions of this Agreement will continue to be valid, and will be performed, construed, and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

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22. **Cooperation and Execution of Necessary Documents**. The Parties have cooperated in the drafting and preparing of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to implement the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the mediator and/or the Court to resolve such disagreement.

23. **Stay of Litigation**. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to California Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under California Code of Civil Procedure section 583.310 for the entire period of this settlement process.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of PAGA Settlement between Plaintiff and Defendant:

IT IS SO AGREED.

PLAINTIFF IRVIN A. ZUNIGA

Dated: 09/18/2026

Irwing Zuniga (Sep 18, 2026 20:00:27 PDT)

Plaintiff Irvin A. Zuniga

DEFENDANT BAUER'S INTELLINGENT TRANSPORTATION, INC.

Dated: September 25, 2026

DocuSigned by:
Gary Schwartz
CE75154B7A544D9...

Full Name: Gary Schwartz

Title: Chief Financial Officer

On behalf of Defendant Bauer's Intelligent Transportation, Inc.