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13 the Putative Class

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF LOS ANGELES**
16

17 TAARIQ NASSAR, individually, and on
18 behalf of other members of the general public
similarly situated,

19 Plaintiff,

20 v.

21 DOLLY, INC., a Delaware corporation; and
22 DOES 1 through 10, inclusive,

23 Defendants.

24 _____
25 AND ALL RELATED ACTIONS
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27
28

Case No. 25STCV24123
(Complaint Filed August 15, 2025)
Related and Lead Case No.: 25STCV19205
(Rios Filed July 1, 2025)
Assigned to: Hon. Theresa M. Traber

**DECLARATION OF CAMRON
DOWLATSHAHI IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT**

*[Motion for Preliminary Approval, Declaration
of Shaun Markley, Declaration of Taariq
Nassar, and Declaration of Israel Rios filed
concurrently; (Proposed) Order lodged
concurrently]*

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Date: May 12, 2026
Time: 10:30 AM
Dept: 1

Trial Date: None Set

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1 failure to pay premiums, and inaccurate wage statements. Plaintiff Rios received no indication that
2 the LWDA intended to investigate.

3 5. On July 1, 2025, Mr. Rios filed in Los Angeles Superior Court a Class and
4 Representative Action Complaint, Case No. 25STCV19205 (the “Rios Action”), asserting the
5 following causes of action against Defendant: (1) failure to reimburse business expenses; (2)
6 unlawful deductions from wages; (3) failure to provide accurate wage statements; (4) failure to
7 provide overtime; (5) failure to provide meal periods; (6) failure to provide rest breaks; (7) failure
8 to pay wages when due; (8) unfair business practices; and (9) PAGA.

9 6. On August 15, 2025, counsel for Mr. Nassar submitted to the LWDA a PAGA
10 notice pursuant to Labor Code section 2699.3. The notice included allegations against Defendant
11 regarding misclassification of workers as independent contractors, failure to pay minimum wage,
12 failure to pay overtime compensation, failure to provide meal and rest breaks, failure to pay
13 premiums, inaccurate wage statements, and failure to reimburse business expenses. Plaintiff
14 Nassar received no indication that the LWDA intended to investigate.

15 7. On August 15, 2025, Mr. Nassar filed in Los Angeles Superior Court a Class and
16 Representative Action Complaint, Case No. 25STCV24123 (the “Nassar Action”), asserting the
17 following causes of action against Defendant: (1) failure to pay minimum wage; (2) failure to pay
18 overtime compensation; (3) failure to provide meal periods; (4) failure to provide rest periods; (5)
19 failure to indemnify necessary business expenses; (6) waiting time penalties; (7) failure to provide
20 accurate wage statements; (8) violation of unfair competition law; and (9) PAGA. The Nassar
21 Action was filed on behalf of Mr. Nassar himself and other aggrieved users of Dolly who used the
22 Dolly platform as independent contractors in California, seeking civil penalties and unpaid wages,
23 where applicable.

24 8. Thereafter, my firm, counsel for Plaintiff Rios (together, “Class Counsel”), and
25 Defense Counsel engaged in informal discovery regarding each Plaintiff’s claims. The Rios Action
26 and Nassar Action (collectively, the “Actions”) involve parallel class wage and hour and PAGA
27 actions by two users of the Dolly platform. Both Plaintiffs agreed to jointly retain their respective
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1 counsel to jointly prosecute these Actions.

2 9. On October 15, 2025, MSD and Nicholas & Tomasevic, LLP entered into a joint
3 prosecution and fee-sharing agreement in connection with the Nassar Action and Rios Action.

4 10. On October 21, 2025, the Parties participated in an all-day mediation presided over
5 by Tripper Ortman, a well-regarded mediator, who has mediated many wage and hour class
6 actions. Although the Parties were unable to reach an agreement at the mediation and reached an
7 impasse at that time, they continued to engage in good-faith, arm's-length negotiations with the
8 assistance of the mediator following the mediation session. As a result of those continued efforts,
9 the Parties reached a settlement in principle on November 7, 2025 by jointly accepting a
10 mediator's proposal, and executed a Memorandum of Understanding shortly thereafter.

11 11. The Parties have conducted significant investigation of the facts and law during the
12 prosecution of the Nassar Action and Rios Action. My firm and counsel for Plaintiff Rios
13 conducted robust client interviews, reviewed data and information available on Plaintiffs' Dolly
14 apps, analyzed the public statements and representations Defendant made on its website, app, and
15 related platforms, and spoke with putative class members about their experiences with Dolly.
16 Counsel also investigated the law as applied to the facts discovered regarding Plaintiffs' alleged
17 claims and Defendant's potential defenses. This included researching California's carveouts from
18 the normal worker-classification laws under the ABC test, including Proposition 22's "app-based
19 driver" regulations and other carveouts from the ABC test such as the referral agency exemption.
20 Counsel also obtained and worked with experts to understand the potential damages claimed by
21 Plaintiffs and the putative class.

22 12. Plaintiffs contend that Dolly, an app-based moving and delivery company, masks
23 its scope of operations and control as an employer behind a "gig worker" veneer. Dolly operates a
24 moving and logistics application and promises customers fixed prices and set delivery windows,
25 while shifting costs and risks onto its workforce. In Plaintiffs' view, the putative class is a
26 necessary workforce within Defendant's usual course of business that, in practice, is bound to
27 follow Dolly's control and direction, which satisfies California's definition of an employee under
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1 the ABC test. On the other hand, Defendant denies all of Plaintiffs' allegations and contends that it
2 properly classifies users of the Dolly platform as independent contractors under all applicable tests.

3 13. Prior to mediation, my firm obtained, through informal discovery, a data set
4 covering a class period from August 15, 2021 through July 24, 2025. The data included records for
5 2,383 workers, who performed moving and delivery services in California during this time, for a
6 total of 33,792 workweeks. The production consisted of a class list identifying each worker and a
7 comprehensive list of all California jobs completed during the potential class period. The job list
8 contained the job ID number, job start date, worker IDs assigned to the job, job type (e.g., store
9 pickup, full apartment move, labor-only), origin city and ZIP code, destination city and ZIP code,
10 job duration, and total labor cost. Plaintiff Nassar's expert statistician performed a data and
11 damages analysis that was presented during mediation.

12 14. Defendant denied, and continues to deny, each of the allegations asserted in the
13 litigation, has repeatedly asserted and continues to assert defenses to Plaintiffs' claims and
14 contentions, and expressly denied and continues to deny that it engaged in any wrongdoing or has
15 any liability arising out of any of the facts or conduct alleged in the litigation. Nevertheless, the
16 Parties tentatively agreed upon terms to settle the litigation on a class and representative basis after
17 considering the sharply disputed factual and legal issues involved in this litigation, the risks
18 associated with further prosecution, and the substantial benefits to be received pursuant to the
19 compromise and settlement of the Actions.

20 15. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set
21 forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot*
22 *Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

23 16. The Court has not yet granted class certification.

24 17. I am informed and believe that a PAGA notice was submitted by Hamner Law
25 Offices on behalf of George Jones (LWDA No. LWDA-CM-1034245-24) against Defendant on
26 June 17, 2024. At this time, I am not aware of any filed civil action connected to that notice, and I
27 am not aware of any other pending litigation that would be affected by this settlement.

18. I am informed and believe that Defense Counsel is not aware of any other pending litigation that would be affected by this settlement.

The Proposed Settlement

19. Subject to court approval pursuant to Code of Civil Procedure section 382 and California Rules of Court, rule 3.679, *et seq.*, Plaintiffs and Defendant have agreed to settle the Actions by agreement upon the terms and conditions and for the consideration set forth in the Settlement Agreement, a copy of which is attached as **Exhibit 1**. Attached hereto as **Exhibit 2** is a redlined comparison of the Parties' Settlement Agreement to the Los Angeles Superior Court Model Class Action and PAGA Settlement Agreement. A summary of the terms of the settlement is as follows:

- Defendant will stipulate, for the purposes of this settlement only, to certification of a class defined as: persons who are current and former users of Dolly who used the Dolly platform as an independent contractor, including as a Helper, Hand, or Assistant, in California from July 2, 2021 through May 31, 2026 (the "Class Period" and each individual in the class a "Class Member") (Dowlatsahi Decl., Exhibit 1, ¶¶ 1.5, 1.9, 1.12);
- Defendant shall pay a total of \$2,000,000.00, which is referred to herein as the Gross Settlement Amount (*id.*, ¶ 1.22, 3.1);
- Defendant shall additionally be responsible for payment of the employer portion of payroll taxes due on the wage portion of each Individual Class Payment, if any (*id.*, ¶¶ 3.1, 3.3.1.1);
- An Individual Class Payment will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by the Participating Class Member's Workweeks (*id.*, ¶ 3.3.1);
- The Administration Expenses, not to exceed \$19,000, will be paid out of the Gross Settlement Amount (*id.*, ¶ 3.2.3);

- Class Counsel will apply for, and Defendant will not oppose, attorneys' fees of not more than one-third (33.33%) of the Gross Settlement Amount, which fees are currently estimated to be \$666,600.00, and Class Counsel Litigation Expenses of not more than \$38,000, all of which will be paid out of the Gross Settlement Amount (*id.*, ¶ 3.2.2);
- Class Counsel will apply for, and Defendant will not oppose, an enhancement award of not more than \$10,000.00 to each Plaintiff (the "Class Representative Service Payments"), which will be paid out of the Gross Settlement Amount (*id.*, ¶ 3.2.1);
- All Participating Class Members will release Defendant and all other Released Parties from all claims that were alleged in or reasonably could have been alleged based on the facts occurring during the Class Period as stated in the PAGA Notices or the Operative Complaints. Except as set forth in Exhibit 1 at ¶ 5.3, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside of the Class Period (*id.*, ¶ 5.2);
- 100% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties. These constitute non-wages and are not subject to wage withholdings and will be reported on IRS Form 1099, if required by law. Participating Class Members assume full responsibility and liability for any taxes owed on their Individual Class Payment, excluding the Employer Payroll Taxes, if any (*id.*, ¶ 3.3.1.1);
- Defendant has agreed to pay \$50,000.00 as PAGA Penalties, with sixty-five percent (65%) or \$32,500.00 of which will be paid to the LWDA, and thirty-five percent (35%) or \$17,500.00 of which will be allocated to the Individual PAGA Payments (*id.*, ¶¶ 3.2.4, 3.2.5)—all of which shall be paid out of the Gross Settlement Amount;
- The PAGA Period means the period from April 27, 2024 through May 31, 2026 (*id.*,

¶ 1.31); and

- Participating Class Members will have 180 days from the date of mailing of the check to cash their check. The face of each check shall prominently state the “void date.” The Administrator will cancel all checks not cashed by the void date. (*Id.*, ¶ 4.3.1.) For any check uncashed or cancelled after the void date, the Administrator shall transmit the funds represented by such checks to Legal Aid at Work, a Court-approved nonprofit organization or foundation consistent with California Code of Civil Procedure section 384, subdivision (b) (“Cy Pres Recipient”). (*Id.*, ¶ 4.3.3.)

Settlement Agreement and Accompanying Documents

20. Attached to the Settlement Agreement as Exhibit A thereto is the proposed Notice of Proposed Settlement of Class Action and Hearing Date for Final Court Approval (“Class Notice”) to be distributed to the Class Members in English.

21. The Parties have agreed to use CPT Group, an experienced settlement administrator, to administer the settlement (“Administrator”). It is requested that the Court appoint CPT Group to serve as the Administrator.

22. The Parties have agreed that the administration costs, not to exceed \$19,000, will be paid out of the Gross Settlement Amount. A copy of the proposed bid from CPT Group, which outlines the proposed administration costs, is attached hereto as **Exhibit 3**.

23. Plaintiff Nassar and my firm have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

24. I am informed and believe that Plaintiff Rios and Nicholas and Tomasevic, LLP 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.

25. I am informed and believe that Defendant and Defense Counsel represent that they also have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

1 26. On or about April 4, 2026, my firm submitted a copy of the Class and
2 Representative Action Settlement to the LWDA in compliance with Labor Code section 2699,
3 subdivision (1)(2). A true and correct copy of the confirmation from the LWDA in connection
4 with Plaintiffs is attached hereto as **Exhibit 4**.

5 **The Settlement Was Negotiated at Arm's-Length and Is Not Collusive**

6 27. I believe that the settlement that has been reached, subject to this Court's approval,
7 is the product of substantial effort by the Parties and their counsel. As set out above, the
8 settlement was reached after an unsuccessful, full-day mediation at which the Parties later jointly
9 accepted a mediator's proposal. The settlement was also reached after extensive factual and legal
10 investigation and research, a review of pleadings, informal discovery, exchanges of documents
11 and information, statistical analysis of Defendant's worker data, review of Defendant's policies,
12 discussions with Plaintiffs and other witnesses regarding Defendant's wage practices,
13 correspondence and negotiation between counsel, settlement discussions prior to mediation, a full
14 day of mediation, review of evidence and rulings in similar actions litigated elsewhere in the state,
15 and a review of similar cases in the same industry elsewhere in the country. In addition, counsel
16 for both firms are highly experienced in employment class actions and independent contractor
17 misclassification cases.

18 28. The settlement amount is, of course, a compromise figure. It considered the risks
19 related to class certification, liability, damages, and all the defenses asserted by Defendant.

20 29. Plaintiffs believe they would have succeeded in obtaining class certification and
21 establishing liability, but they recognized substantial risk in proceeding further. One significant
22 risk was the possibility that Defendant would seek to compel individual arbitration of both the
23 class claims and the "individual" portion of the PAGA claims based on arbitration provisions that
24 Defendant contends are enforceable and that were in place during at least part of the Class Period.

25 30. Plaintiffs also recognized the risks on the merits. To prevail, Plaintiffs would need
26 to establish the threshold issue of misclassification and overcome various defenses concerning the
27 applicable employment tests over the Class Period, including Defendant's position that users of
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1 the Dolly platform were properly classified as independent contractors.

2 31. Plaintiffs further recognized that good-faith defenses and judicial discretion
3 presented additional risk as to penalties, including PAGA penalties, wage statement penalties, and
4 waiting time penalties.

5 32. Plaintiff Nassar and I also recognize the potential expense and complexity posed
6 by proceeding further with this litigation on a class basis. Plaintiffs' claims in these Actions
7 would require substantial additional preparation and discovery and ultimately would involve the
8 deposition and presentation of numerous more witnesses, including Class Members and expert
9 witnesses, as well as the preparation, exchange, and analysis of expert reports. Therefore, further
10 litigation would have carried with it significant additional expense incurred by each side, above
11 and beyond the tens of thousands of dollars in expenses already incurred.

12 33. Plaintiffs and Defendant have very strong, and opposing, positions on liability in
13 this case. Defendant denies any wrongdoing of any kind associated with the claims alleged in the
14 Actions, and further denies that, for any purpose other than settlement, the allegations in the
15 Actions are appropriate for class treatment.

16 34. In light of the sharply contested legal and factual issues, the risks of continued
17 litigation, and the substantial benefits to Class Members and Aggrieved Employees under the
18 settlement, I believe the terms and conditions of this settlement are fair and reasonable. Based on
19 my experience and evaluation of this case, I believe this settlement at this stage of the litigation is
20 a wise and appropriate resolution.

21 **The Settlement Amount Is Well Within the Range of Reasonableness**

22 35. I believe that the settlement amount reached in this case provides a significant
23 recovery to participating Class Members based on the circumstances and falls well within the
24 range of reasonableness. Based on my firm's analysis, the Gross Settlement Amount of
25 \$2,000,000 represents approximately 24 percent of the maximum realistic exposure in this case,
26 which I believe is a strong result.

27 36. The financial remedies available to the Class and Aggrieved Employees stem from
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1 damages and penalties for unreimbursed business expenses, unpaid meal and rest break
2 premiums, unpaid overtime, waiting time penalties, wage statement penalties, and PAGA
3 penalties. The following outlines my firm's estimate of the maximum realistic value of these
4 claims.

5 **Unreimbursed Business Expenses:**

6 37. Labor Code section 2802 requires employers to reimburse employees for all
7 necessary expenditures or losses incurred in direct consequence of the discharge of their duties.
8 Plaintiffs contend that because Defendant misclassified Class Members as independent
9 contractors, Defendant failed to reimburse Class Members for expenses incurred in performing
10 their work, including mileage and cell phone usage.

11 38. Class Members were paid a pre-determined flat amount per task, which varied
12 depending on job type, distance, vehicle requirements, and the number of workers assigned. Dolly
13 offered, and Class Members performed, a range of services including store pickups, apartment
14 moves, small moves, labor-only moves, junk removal, and donation pickups. Workers enrolled on
15 the Dolly app in different roles, including drivers, helpers, and hands.

16 39. Workers regularly used their own vehicles and personal cell phones not only for
17 transportation but also to operate Dolly's app, communicate with customers, log times, upload
18 photos, and receive instructions. Plaintiffs contend Defendant did not reimburse Class Members
19 for mileage or cell phone expenses.

20 40. Defendant's data included the origin and destination cities and ZIP codes for each
21 job. Using that data, my firm calculated mileage based on the distance between ZIP code pairs
22 and applied the IRS mileage reimbursement rate in effect during the relevant time period. Based
23 on this analysis, Plaintiffs estimate unreimbursed mileage expenses of \$892,353.20. Plaintiffs also
24 estimate cell phone reimbursement of \$74,084, based on a conservative assumption of \$1 per day
25 for cell phone and data usage. Accordingly, Plaintiffs estimate a maximum realistic exposure of
26 \$966,437.20 for unreimbursed business expenses.

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Missed Meal and Rest Breaks:

41. Plaintiffs contend that Dolly fails to provide or authorize legally compliant meal and rest breaks. Because jobs are scheduled within rigid delivery windows and require completion from start to finish once accepted, Class Members cannot take uninterrupted 30-minute meal periods or 10-minute rest breaks. Many shifts exceed five or ten hours without a single duty-free meal period. Defendant has no written policy to ensure compliance with break laws and does not pay premium compensation for missed breaks due to its misclassification of Drivers and Helpers as independent contractors.

Meal Period Damages

42. Based on the putative class data, Plaintiffs identified 6,769 shifts over five hours that qualified for a meal period. Using an average regular rate of pay of \$52.33 and assuming a 50 percent violation rate, Plaintiffs estimate meal period premiums of \$177,110.

Rest Break Damages

43. Based on the putative class data, Plaintiffs also identified 15,167 shifts over three and one-half hours that qualified for a rest break. Using an average regular rate of pay of \$52.33 and assuming a 50 percent violation rate, Plaintiffs estimate rest break premiums of \$396,844.

Failure to Pay Overtime:

44. Plaintiffs also contend that Class Members performed uncompensated work that gave rise to overtime liability. Based on the putative class data, Plaintiffs identified 1,315 overtime hours in excess of eight hours in a day. Using an average regular rate of pay of \$52.33 and applying the one-half premium portion of overtime wages, Plaintiffs estimate overtime damages of \$34,406.

Recovery of Penalties:

Waiting Time Penalties

45. Plaintiffs also contend they are entitled to waiting time penalties. For purposes of this analysis, Plaintiffs identified 1,188 workers who had not used the Dolly platform or performed a job in 2025. Using a conservative estimate of three hours of pay per day for the

1 maximum of 30 days at an average hourly rate of \$52.33, Plaintiffs estimate waiting time
2 penalties of \$5,595,123.

3 ***Inaccurate Wage Statement Penalties***

4 46. Plaintiffs further allege that Defendant failed to provide accurate, itemized wage
5 statements. Based on a biweekly pay-period assumption, Plaintiffs calculated 4,818 pay periods
6 over the relevant statutory period and, applying a \$100 penalty rate, estimate wage statement
7 penalties of \$481,800.

8 **PAGA Penalties Based on Delivery Time Only**

9 47. Plaintiffs also contend that Defendant's conduct created liability under PAGA.
10 PAGA penalties are difficult to evaluate because trial courts have significant discretion to reduce
11 penalties, and there are substantial arguments that certain penalties should not be stacked or would
12 be duplicative of other recoverable penalties.

13 48. For purposes of a conservative damages analysis, Plaintiffs calculated PAGA
14 penalties without stacking and assessed them at \$100 per pay period. Based on 6,054 PAGA-
15 eligible pay periods, Plaintiffs estimate maximum realistic PAGA exposure of \$605,400.

16 **Gross Settlement Amount:**

17 49. Based on the foregoing, Plaintiffs estimate the maximum realistic exposure in this
18 case as follows: \$966,437.20 for unreimbursed business expenses; \$177,110 for meal period
19 premiums; \$396,844 for rest break premiums; \$34,406 for overtime wages; \$5,595,123 for
20 waiting time penalties; \$481,800 for wage statement penalties; and \$605,400 for PAGA penalties,
21 for a total maximum realistic exposure of \$8,257,120.20.

22 50. Although Plaintiffs believe in the merits of their claims, these estimates are subject
23 to substantial litigation risk. As noted above, Plaintiffs would still need to establish
24 misclassification, defeat Defendant's defenses, obtain and maintain class certification, and prevail
25 against Defendant's arguments regarding arbitration, damages, defenses to misclassification, and
26 trial-court discretion.

27 51. Plaintiffs also recognized the potential expense and complexity posed by
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proceeding further with this litigation on a class basis. Continued litigation would require substantial additional discovery, expert work, class-certification briefing, dispositive motion practice, trial preparation, and potentially trial and appeal.

52. In light of these risks, I believe the Gross Settlement Amount of \$2,000,000.00 represents a fair, reasonable, and adequate recovery for Class Members and Aggrieved Employees.

53. The amount allocated to the PAGA claim is also fair and reasonable. Under the settlement, \$50,000 is allocated to PAGA penalties, of which 35 percent, or \$17,500, will be paid to Aggrieved Employees and 65 percent, or \$32,500, will be paid to the LWDA.

54. In my opinion, the PAGA allocation is reasonable in light of the strengths and weaknesses of the PAGA claim, the discretion courts possess to reduce PAGA penalties, the risk that some or all PAGA penalties would be found duplicative of other penalties, and the overall settlement consideration obtained here.

55. Class Counsel obtained a Gross Settlement Amount of \$2,000,000.00. I believe this Gross Settlement Amount represents a significant recovery and a fair, reasonable, and adequate settlement for Class Members when all of the issues and risks related to liability, damages, class certification, arbitration, and penalty recovery are taken into account.

56. My opinion that this settlement is well within the range of reasonableness is based on my weighing of the maximum possible recovery against the strengths of Defendant's defenses to class certification, liability, damages, and penalties, as well as the substantial benefits secured by the settlement without the delay, uncertainty, and expense of further litigation.

57. I also believe the settlement is fair because it was reached only after sufficient investigation and analysis to allow Class Counsel to make an informed assessment of the strengths and weaknesses of the case, the value of the claims, and the risks of further litigation.

58. In my view, the settlement provides meaningful and immediate relief to the Class and Aggrieved Employees, while avoiding the considerable risks, expense, and delay associated with continued litigation.

59. I therefore believe the settlement amount and all allocations within the settlement fall within the range of reasonableness and support preliminary approval.

The Proposed Attorneys' Fees and Costs Are Reasonable

60. At the final approval stage, Class Counsel will seek an attorneys' fees award of not more than one-third (33.33%) of the Gross Settlement Amount, or \$666,600.00, and Class Counsel Litigation Expenses of not more than \$38,000. Counsel for Plaintiff Nassar, Mills Sadat Dowlat LLP ("MSD"), and counsel for Plaintiff Rios, Nicholas & Tomasevic LLP ("NT"), agree that the Class Counsel Fees Payment approved by the Court shall be allocated as follows: fifty percent (50%) to MSD and fifty percent (50%) to NT. The Class Counsel Litigation Expenses Payment shall be allocated between Plaintiffs' firms based upon the expenses actually incurred by each firm, as will be set forth in the declarations by Class Counsel at final approval.

61. I believe the requested fee falls well within the historical range of attorneys' fee awards under the common fund theory, which is generally from 25 to 50 percent.

62. The requested fee is fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a contingent fee basis.

63. Indeed, this case was litigated with conflict between counsel, including whether penalties could be obtained for aggrieved employees in the form of unpaid wages, and the approximate number of class members and violations.

64. Moreover, when information was obtained through formal and informal means, extensive work was performed by Class Counsel, including the review of voluminous records and analyses regarding the certifiability and merits of each of Plaintiffs' claims, the merits of those claims, and what damages would be recoverable. Additionally, thousands of dollars were expended, including in filing fees, for statisticians to analyze Defendant's data, and to attend mediation to try to resolve these Actions.

65. As Plaintiff's Counsel, my firm bore, and continues to bear, the entire risk and cost of litigation associated with this class action on a pure contingency basis.

66. The factual and legal issues posed in this case were evolving and difficult,

1 particularly in light of the disputes between the Parties regarding purported misclassification of
2 workers as independent contractors, discovery, violation rates, and other legal matters.

3 67. My firm has already expended significant hours on this matter, including through:

4 • the initial investigation of the matter, including extensive client interviews;
5 • seeking informal discovery from Defendant, including written policies, time

6 records, and pay records;

7 • meeting and conferring regarding mediation, and negotiating with opposing
8 counsel regarding the parameters thereof;

9 • analyzing records of workers and lists of California jobs completed during the
10 class period (including job type, job duration, and total labor costs) produced by Defendant;

11 • conducting witness interviews;

12 • preparing for and attending mediation;

13 • negotiating a Memorandum of Understanding;

14 • negotiating and finalizing a long form settlement agreement;

15 • preparing a draft class notice and obtaining bids for administration;

16 • filing a Class and Representative Action Complaint in the Nassar Action; and

17 • preparing the Motion for Preliminary Approval.

18 68. Moreover, further efforts will be necessary for preliminary and final approval.

19 69. Based on my past experience in wage and hour class action litigation, I believe that
20 my office is very likely to be called upon, after the Class Notice has been sent, to expend
21 substantial amounts of additional time to help Class Members understand the terms of the
22 proposed settlement, and to assist Class Members in the preparation and documentation of their
23 claims.

24 70. I also believe it is also likely that, even after final approval of the settlement has
25 been granted, Class Counsel will be called upon to expend additional amounts of time in the
26 presentation and resolution of contests and disputes relating to Class Members' claims under the
27 terms of the proposed settlement, as to the amounts of individual claims and perhaps other
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1 individual issues.

2 71. Finally, I believe that my office will have to work with the Settlement
3 Administrator to submit a report to this Court regarding the distribution plan pursuant to Code of
4 Civil Procedure section 384, along with a proposed amended judgment, which will require further
5 time and cost.

6 72. I graduated with a Bachelor of Arts degree with a major in Political Science from
7 Purdue University in 2011. I received my Juris Doctorate from New York University School of
8 Law in 2015. I became an Active Member of the State Bar of California in 2016 and have been
9 an Active Member in good standing continuously since.

10 73. After graduating from law school, I worked as an associate at the global law firm
11 White & Case LLP, where I represented clients in complex civil litigation, including in class
12 actions. I then worked for Loeb & Loeb LLP, another global law firm, where I continued
13 working as a complex civil litigator, including in class and PAGA actions. I joined MSD as a
14 partner in 2021.

15 74. My current practice primarily involves employment law and advocating for the
16 rights of employees in wage-and-hour litigation through class and representative actions. My
17 hourly rate is \$850.00.

18 75. I worked on this case with my partner, Arash Sadat ("Mr. Sadat"). Mr. Sadat
19 graduated with a Bachelor of Arts degree with a major in Sociology from University of
20 California, Santa Barbara, in 2004. He graduated cum laude and received his Juris Doctorate
21 from Loyola Law School in 2011. He became an Active Member of the State Bar of California in
22 2011 and has been an Active Member in good standing continuously since.

23 76. After graduating from law school, Mr. Sadat worked as an associate at the global
24 law firm White & Case LLP, where he specialized in complex commercial litigation and white-
25 collar defense. While at White & Case LLP, he represented clients in a variety of business
26 disputes, including in jury trials and arbitrations. Thereafter, he worked as an associate at Brown
27 White & Osborn LLP, a Southern California litigation boutique. In 2017, Mr. Sadat founded
28

Sadat Law Group (now known as MSD). MSD specializes in employment litigation, business disputes, and probate litigation.

77. While a partner at MSD, Mr. Sadat has represented employees in hundreds of employment actions and has also represented clients such as Target Corporation and the Government of Japan, in addition to numerous other businesses in litigation in California and elsewhere.

78. Mr. Sadat's hourly rate is \$950.00. Many of MSD's hourly clients pay this hourly rate for his work.

79. California courts have previously approved Mr. Sadat's charged rates. *See, e.g.*, 147-151 *W. 25th St., LLC v. GRG Collective, et al.* (Los Angeles Super. Ct. June 5, 2023) Case No. 19STCV07425; *Johnson v. Reliant Property Management, Inc.* (Solano County Super. Ct. May 22, 2023) Case No. FCM176825.

80. My firm has the experience, resources, and means necessary to allow us to provide adequate representation as Class Counsel to all class members in this litigation.

81. Currently, my firm is acting as counsel in at least 80 wage and hour individual actions and 30 wage and hour class actions.

82. In addition to the present case, MSD currently serves as lead class counsel in multiple pending, or recently resolved, wage-and-hour class and representative actions across various California jurisdictions. The firm has successfully obtained preliminary approval in several matters and continues to litigate complex cases statewide on behalf of workers, including: *Frank, et al. v. Golf and Tennis Pro Shop*, Case No. CVRI2401197 (Riverside County Superior Court, class size approx. 470, Final Approval granted); *To v. Intuitive Surgical, Inc.*, Case No. 24CV449420 (Santa Clara Superior Court, class size approx. 2,073); *Martinez v. Stanford By the Sea Eco Resort, et al.*, Case No. 24CV00539 (Mendocino County Superior Court, class size approx. 196, Final Approval granted); *Nations v. SAS Retail Services LLC*, Case No. C23-00122 (Contra Costa County Superior Court, class size approx. 178); *Zhou v. Golden Bridge International Logistics, LLC*, Case No. 24STCV05766 (Los Angeles Superior Court, class size

1 approx. 63); *Briones v. Shengyun LLC*, Case No. 30-2024-01388222-CU-OE-CXC (Orange
2 County Superior Court); and *Marshall v. Tailored Shared Services, LLC, et al.*, Case No.
3 CIVSB2332636 (San Bernardino Superior Court). These matters reflect our firm’s ongoing
4 commitment to representing employees in high-stakes wage-and-hour litigation throughout the
5 state.

6 83. Under my supervision, Mir Raza (“Mr. Raza”), an associate attorney at MSD,
7 assisted in litigating the case, preparing for mediation, and drafting the Motion for Preliminary
8 Approval of Class and Representative Action Settlement.

9 84. Mr. Raza graduated magna cum laude from the University of California, Los
10 Angeles, with a Bachelor of Arts in Political Science and a minor in History in 2019. He earned
11 his Juris Doctor from Loyola Law School, Los Angeles in 2024. During law school, Mr. Raza
12 served as a law clerk for multiple government agencies, including the Los Angeles County
13 Counsel’s Office, the Federal Public Defender’s Office for the Central District of California, and
14 the National Labor Relations Board.

15 85. Mr. Raza became an Active Member of the State Bar of California in November
16 2024 and has been an Active Member in good standing continuously since. Mr. Raza is an
17 associate attorney at MSD and represents employees in all aspects of employment litigation,
18 including wage-and-hour class and representative actions involving claims related to unpaid
19 wages, meal and rest break violations, inaccurate wage statements, the California Private
20 Attorneys General Act, and unfair business practices. Mr. Raza’s hourly rate is \$400.00.

21 86. Under my supervision, Isabella Fiorentino (“Ms. Fiorentino”), a paralegal
22 employed by MSD, also assisted in preparing the Complaint and Motion for Preliminary
23 Approval of Class Action Settlement. Ms. Fiorentino graduated cum laude from the University of
24 Pennsylvania, College of Arts and Sciences with a Bachelor of Arts in Philosophy, Politics, and
25 Economics and minors in Ancient History and Legal Studies and History from the College of Arts
26 and Sciences and Wharton School, respectively. Ms. Fiorentino has been employed by MSD
27 since 2023 and has nearly three years of experience in litigation support, specializing in matters
28

1 relating to business litigation, employment actions, and personal injury. Ms. Fiorentino's hourly
2 rate is \$250.

3 87. My firm has also reasonably incurred \$34,380.73 in litigation costs. Such costs
4 were reasonably incurred because they were actually incurred and required to prosecute the
5 Nassar Action and the Rios Action under the joint prosecution agreement and fee sharing
6 agreement. For example, they include, but are not limited to, the complaint filing fees, mediation
7 fee, and expert witness fees. The complaint filing fees were required for Mr. Nassar to initiate the
8 Nassar Action, and the mediation fee facilitated the Parties' settlement discussions, which
9 ultimately led to the Agreement. The expert witness fees were paid to Plaintiff Nassar's
10 statistician, who prepared the analysis that resulted in this settlement.

11 88. The Parties have agreed to reimbursement of litigations costs not to exceed
12 \$38,000, and any un-awarded litigation costs shall be allocated to the Net Settlement Amount by
13 the Administrator.

14 89. The risk undertaken by my office in prosecuting this matter has been substantial.
15 Specifically, if we had not succeeded in resolving this class action, we would have received no
16 compensation for the considerable time and effort devoted to litigating the case. The risk of
17 nonpayment in these types of matters is very real and not uncommon. Additionally, dedicating
18 resources to this case limited our ability to take on other matters that may have offered a higher
19 likelihood of recovery with less risk.

20 90. Since most individuals cannot afford to retain counsel on an hourly basis, MSD
21 represents the vast majority of its employment law clients on a contingency fee basis. Under this
22 arrangement, we do not receive compensation unless we prevail at trial or secure a settlement for
23 our clients.

24 91. MSD assumes the risk that we will not be compensated for our time or costs unless
25 we obtain a successful outcome for our client. For this reason, it would not be sustainable for us
26 to represent employees on a contingency basis if we were only awarded our standard hourly rates
27 following a successful outcome. To remain viable and continue representing workers in
28

1 employment matters, it is essential that we recover more than our hourly rates in cases where we
2 prevail.

3 92. Thus, the Court should preliminarily approve the requested attorneys' fees and
4 costs, which are justified by the results achieved, the complexity of the issues, the difficulty of the
5 case, the time expended, and the great risk undertaken by Class Counsel.

6 93. I believe the fees and costs requested are justified by the results achieved, the
7 complexity of the issues, the difficulty of the case, and the great risk undertaken by my firm.

8 94. I believe the requested attorneys' fees will not be opposed by Defendant and are
9 well within established guidelines.

10 **Settlement Administrator and Administrator Expenses Payment**

11 95. The Parties have agreed to use CPT Group, an experienced settlement
12 administrator, to administer the settlement. The Parties have further agreed that the
13 Administration Expenses Payment, not to exceed \$19,000.00, will be paid out of the Gross
14 Settlement Amount. I believe CPT Group is qualified to serve as the Settlement Administrator in
15 this matter, and I respectfully request that the Court appoint CPT Group to serve in that capacity.

16 96. The Parties and their counsel have no interest in, or relationship with, CPT Group,
17 financial or otherwise, other than a professional relationship arising out of prior experience with
18 CPT Group administering settlements.

19 **The Proposed Enhancement Awards to Plaintiffs as Class Representatives Is Reasonable**

20 97. I believe that Plaintiff Nassar, who served as a named plaintiff, is entitled to an
21 enhancement award for his service as class representative, for answering extensive questions by
22 Class Counsel, for being available by phone during mediation, and the risk in being a named
23 plaintiff. Furthermore, Plaintiff Nassar will be providing Defendant a general release of all claims
24 in exchange for the enhancement award.

25 98. I am informed and believe that Defendant does not oppose the requested
26 enhancement to Plaintiff Nassar. Plaintiff Nassar devoted a great deal of time assisting counsel in
27 this case, communicated with counsel frequently, and was a valuable participant in the strategy
28

1 for and success of the mediation. Plaintiff risked intrusive discovery and the payment of
2 employer costs.

3 99. In my experience, the typical enhancement award in wage and hour class actions
4 ranges from approximately \$10,000 to \$40,000, although some awards are higher. (*See Vranken*
5 *v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F.Supp. 294, 299 [approving \$50,000 participation
6 award to a single class representative].) In contrast, Class Counsel request a very reasonable
7 amount of \$10,000.00 to each Plaintiff as Class Representative Service Payments for their service.

8 100. The Declaration of Plaintiff Nassar in support of the requested enhancement award
9 is concurrently filed with the Motion for Preliminary Approval.

10 101. The Declaration of Plaintiff Rios in support of the requested enhancement award is
11 also concurrently filed with the Motion for Preliminary Approval.

12 **The Proposed Class Notice Is Adequate**

13 102. Here, the proposed Class Notice approved by the Parties is attached as Exhibit A to
14 the Settlement Agreement and meets all of the necessary criteria. The proposed Class Notice
15 provides Class Members with an explanation of the case, how their individual settlement
16 payments will be calculated, their option to participate in the Settlement, object to it, or exclude
17 themselves along with the corresponding deadlines, their option to hire an attorney if they desire
18 or appear without an attorney, the date of the final fairness hearing (which will be inserted in the
19 materials once the date is set by the Court), and the binding effect of final approval for those
20 individuals who do not exclude themselves from the Settlement. The proposed Class Notice also
21 provides contact information for Class Counsel and the Settlement Administrator should Class
22 Members have any questions.

23 103. I believe that the proposed Class Notice meets all the requirements specified in the
24 California Rules of Court, provides “sufficient information” about the Settlement and Class
25 Member options, and therefore, merits Court approval.

26 //

27 //

The Proposed Cy Pres Recipient Is Appropriate

104. For any portion of the Net Settlement Sum or PAGA Payment allocated to Participating Class Members and/or Aggrieved Employees that is not claimed by them by cashing their respective settlement checks within 180 days, the remaining amount shall be paid to Legal Aid at Work under the doctrine of *cy pres*.

105. I believe that utilizing a *cy pres* beneficiary is reasonable and appropriate in this case pursuant to California Code of Civil Procedure section 384 subdivision (b), to ensure any unclaimed funds are distributed to the fullest extent possible in a manner that furthers the purposes of this wage and hour class action and PAGA case.

106. The proposed *cy pres* beneficiary, Legal Aid at Work, is a nonprofit organization that partners with low-wage and marginalized workers in California to help them understand and assert their workplace rights through free legal clinics, individual representation, and policy advocacy. These services promote the same goals as this lawsuit, namely, ensuring that workers are paid properly and treated lawfully.

107. I am informed and believe that Defendant and Defense Counsel have no financial or other relationship or any involvement in the governance or work of the proposed *cy pres* recipient.

108. I am informed and believe that Plaintiff Nassar has no financial or other relationship or any involvement in the governance or work of the proposed *cy pres* recipient.

109. I am informed and believe that Plaintiff Rios has no financial or other relationship or any involvement in the governance or work of the proposed *cy pres* recipient.

110. My firm has no financial or other relationship or any involvement in the governance or work of the proposed *cy pres* recipient, and I believe the organization qualifies as an appropriate *cy pres* beneficiary under California law.

111. In the event the Court does not approve of the proposed *cy pres* recipient, Class Counsel and Defendant's Counsel agree that any uncashed settlement checks shall instead be

transmitted to the California State Controller's Office as unclaimed property in the name of the respective Class Member, in accordance with applicable law.

112. I am informed and believe the Parties are prepared to stipulate to this alternative procedure to ensure compliance with Code of Civil Procedure section 384 and to facilitate approval of the settlement.

Conditional Certification for Settlement Purposes

Numerosity:

113. While as few as ten (10) class members can be sufficiently numerous, Defendant identified far more putative Class Members (*i.e.*, an estimated class size of 2,432).

114. I believe this number exceeds the minimum number of individuals required to meet the numerosity requirement. In short, this number is sufficiently numerous to establish the numerosity requirement; in fact, it is nearly enough for numerosity to be *presumed* satisfied.

Identifiable:

115. In this litigation, the class is identifiable because its definition is precise and comprised of objective criteria rendering the Class Members discernable. The objective criteria includes the nature of the position held by the Class Member (*i.e.*, independent contractor); the time period during which the Class Member held the position (*i.e.*, from July 2, 2021 through May 31, 2026); the state in which the Class Member worked (*i.e.*, California); and the putative employer of the Class Member (*i.e.*, Defendant). Such objective terms are sufficient for finding a class identifiable. (*See e.g., Wilner v. Sunset Life Ins. Co.* (2000) 78 Cal.App.4th 952, 959-60.)

Commonality:

116. In this litigation, common issues include, without limitation, whether Defendant violated applicable wage and hour laws, *i.e.*, misclassified workers as independent contractors, failed to pay overtime wages due, failed to pay minimum wage, failed to provide uninterrupted meal and rest periods or compensation in lieu thereof, failed to provide timely final paychecks, failed to provide accurate itemized wage statements, or failed to reimburse business expenses.

//

1 117. I believe that because there are numerous common issues, this requirement is
2 satisfied for purposes of settlement.

3 **Typicality:**

4 118. Plaintiffs' claims are precisely the same as those of the class they seek to represent:
5 like other members of the Class, they were Dolly users who used the Dolly platform as
6 independent contractors during the relevant time period in California, and Plaintiffs contend that
7 Defendant's wage policies were uniformly applied to current and former users of Dolly who used
8 the Dolly platform as independent contractors in California.

9 119. I believe therefore that Plaintiffs' claims are typical of those of other Class
10 Members.

11 **Adequacy of Representation:**

12 120. I believe that no conflicts, disabling or otherwise, exist between Plaintiffs and
13 Class Members because Plaintiffs and Class Members have allegedly been damaged by the same
14 purported conduct (*i.e.*, they were classified as independent contractors, not paid overtime wages
15 due, not paid premium pay, not reimbursed business expenses, etc.), and thus, Plaintiffs have the
16 incentive to fairly represent all Class Members' claims to achieve the maximum possible
17 recovery.

18 121. My firm consists of experienced employment litigation attorneys with a successful
19 track record litigating hundreds of employment law cases, including numerous wage-and-hour
20 cases and class and representative actions as lead counsel, including several that have already
21 obtained preliminary approval of class and PAGA settlements.

22 122. After a thorough investigation and settlement discussions, the Parties arrived at
23 terms that they viewed as in the best interest of both the Class Members and the Parties.

24 123. I am informed and believe that Plaintiffs' goals have been realized via redress for
25 the workers whose wage and hour rights were violated.

26 124. I am informed and believe that while Defendant denies liability, it has nonetheless
27 agreed to settle the matter to avoid any potential expense.

1 125. Should the Court refuse to grant preliminary approval of this Settlement, many of
2 the Class Members may be denied any recourse for Defendant's alleged violations.

3 **Superiority of Class Action:**

4 126. I believe that this wage and hour class action meets all the criteria to establish that
5 it is a superior vehicle for resolution of the issues it seeks to resolve. First, it pertains to purported
6 uniform practices, including Defendant allegedly: misclassifying workers as independent
7 contractors, failing to pay overtime wages due, not making meal and rest breaks available, not
8 paying meal and rest break premiums for missed meal and rest breaks, and failing to reimburse
9 business expenses. This allows claims of many individuals to be resolved at the same time,
10 eliminates the possibility of repetitious litigation, and affords small claimants with a method of
11 obtaining redress for claims which otherwise would be too insufficient to warrant individual
12 litigation. Plaintiff Nassar is also a former Dolly user who is not at as great a risk of retaliation as
13 current Dolly users, who are less likely to seek such redress for themselves.

14 127. I believe that a class action would eradicate the concern of inconsistent rulings
15 regarding the wage and hour issues brought as part of this class action.

16 128. I believe that the class action meets all criteria for certification and a lesser
17 standard of scrutiny applies when evaluating these criteria for settlement purposes. (*Dunk*, 48
18 Cal.App.4th at p. 1807 n.19 [there is a "lesser standard of scrutiny for settlement cases" (citations
19 omitted)].)

20
21 I declare under penalty of perjury under the laws of the State of California that the
22 foregoing is true and correct.

23 Executed this 8th day of April, 2026 at Los Angeles, California.

24
25 

26 Camron Dowlatshahi

EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Taariq Nassar (“Plaintiff Nassar” or “Mr. Nassar”) and Israel Rios (“Plaintiff Rios” or “Mr. Rios”) (collectively, “Plaintiffs”) and Dolly, Inc. (“Defendant” or “Dolly”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” and individually as a “Party.”

1. DEFINITIONS

1.1. “Actions” means the related lawsuits alleging wage and hour violations against Dolly, captioned *Israel Rios et al. v. Dolly, Inc.*, Case No. 24STCV19205, initiated on July 1, 2025, and *Taariq Nassar et al. v. Dolly, Inc.*, Case No. 24STCV24123, initiated on August 15, 2025, both pending in Superior Court of the State of California, County of Los Angeles. The Plaintiffs will file a consolidated First Amended Complaint in *Rios* and dismiss *Nassar* without prejudice.

1.2. “Administrator” means CPT Group, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. “Administration Expenses Payment” 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 with the Motion for Preliminary Approval.

1.4. “Aggrieved Employee” means persons who are current and former users of Dolly who used the Dolly platform as an independent contractor in California from April 27, 2024 through May 31, 2026.

1.5. “Class” means persons who are current and former users of Dolly who used the Dolly platform as an independent contractor, including as a Helper, Hand, or Assistant, in California from July 2, 2021 through May 31, 2026.

1.6. “Class Counsel” means Mills Sadat Dowlat LLP and Nicholas and Tomasevic, LLP.

1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Actions.

1.8. “Class Data” means Class Member identifying information in Dolly’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

1.9. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.10. “Class Member Address Search” means the Administrator’s investigation and search for Class Members’ current 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 Class Members.

1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. “Class Period” means the period from July 2, 2021 through May 31, 2026.

1.13. “Class Representatives” means the named Plaintiff in the Rios Action and the named Plaintiff in the Nassar Action seeking Court approval to serve as Class Representatives.

1.14. “Class Representative Service Payments” means individual payments to each of the Class Representatives for initiating the Actions and providing services in support of the Actions.

1.15. “Court” means the Superior Court of California, County of Los Angeles.

1.16. “Defense Counsel” means Orrick, Herrington & Sutcliffe LLP.

1.17. “Effective Date” means the date by when all of the following have occurred: (a) the Court enters the Final Judgment; and (b) the latest of the following occurrences: (i) if no Participating Class Member objects to the Settlement, the day the Court enters Final Judgment; (ii) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Final Judgment; or (iii) if a timely appeal from the Final Judgment is filed, the day after the appellate court affirms the Final Judgment and issues a remittitur without further appeal therefrom.

1.19. “Final Approval” means the Court’s Order Granting Final Approval of the Settlement.

1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval.

1.21. “Final Judgment” means the judgment entered by the Court upon granting Final Approval.

1.22. “Gross Settlement Amount” means \$2,000,000.00, which is the total amount Dolly agrees to pay under the Settlement except in the event of withdrawal under Paragraph 9

below. The Gross Settlement Amount will be used to pay each Individual Class Payment, each Individual PAGA Payment, the LWDA PAGA Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payments, and the Administration Expenses Payment, all if and as approved and/or overruled by the Court.

1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated per Paragraph 3.3.1, below.

1.24. “Individual PAGA Payment” means each Aggrieved Employee’s pro rata share of 35% of the PAGA Penalties calculated per Paragraph 3.2.5, below.

1.25. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled to receive PAGA Penalties under California Labor Code section 2699, subd. (i).

1.26. “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under California Labor Code section 2699, subd. (i).

1.27. “Net Settlement Amount” means the Gross Settlement Amount, less the court-approved amounts of the (1) Class Counsel Fees Payment; (2) Class Counsel Litigation Expenses Payment, (3) Class Representative Service Payments; (4) Administration Expenses Payment; (5) LWDA PAGA Payment; (6) each Individual PAGA Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.

1.28. “Non-Participating Class Member” means any Class Member who opts out of the portion of the Settlement addressing the Released Class Claims by sending the Administrator a valid and timely Request for Exclusion.

1.29. “Operative Complaints” means the Complaint filed by the Plaintiff Rios against Dolly and the Complaint filed by Plaintiff Nassar against Dolly in the Actions.

1.30. “PAGA Pay Period” means any Pay Period during the PAGA Period in which an Aggrieved Employee performed a job using the Dolly platform.

1.31. “PAGA Period” means the period from April 27, 2024 through May 31, 2026.

1.32. “PAGA” means the Private Attorneys General Act (Cal. Lab. Code §§ 2698. et seq.).

1.33. “PAGA Notices” means Plaintiff Israel Rios’s letter to Dolly and the LWDA providing notice pursuant to California Labor Code section 2699.3, subd.(a), dated February 28, 2025, and Plaintiff Taariq Nassar’s letter to Dolly and the LWDA providing notice pursuant to California Labor Code section 2699.3, subd.(a), dated August 15, 2025 (and each letter individually is a “PAGA Notice”).

1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated at 35% to the Aggrieved Employees (\$17,500) and 65% to LWDA (\$32,500) in settlement of the Released PAGA Claims.

1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.36. “Pay Period” means for purposes of this settlement, a workweek.

1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of Class-Action Settlement and Approval of PAGA Settlement.

1.38. “Released Class Claims” means the claims being released as described in Paragraphs 5.1 and 5.2 below.

1.39. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.

1.40. “Released Parties” means Dolly and any parent, subsidiary, affiliated or related entities (including any companies, corporations, partnerships, alter egos, joint venturers, and actual or alleged joint employers), and each of their respective past, present and future agents, employees, servants, officers, directors, partners, members, trustees, fiduciaries, representatives, shareholders, stockholders, attorneys, equity sponsors, (defined as a company/corporation and/or partnership that is, directly or indirectly, under common control with that Defendant or any of its parents and/or affiliates), divisions, assigns, predecessors, successors, insurers, and consultants.

1.41. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Settlement, as it relates to the Released Class Claims, signed by the Class Member.

1.42. “Response Deadline” means sixty (60) calendar days after the Administrator mails the Class Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom the Class Notices are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the initial Response Deadline.

1.43. “Settlement” means the disposition of the Actions effected by this Agreement and the Final Judgment.

1.44. “Workweek” means any week during the Class Period in which a Class Member performed a job using the Dolly platform.

2. RECITALS

2.1. On February 17, 2025, and again on April 23, 2025, Mr. Nassar sent a demand letter to Defendant requesting his personnel file and payroll records in furtherance of his putative wage and hour claims, including for unpaid overtime, unpaid meal and rest break premiums and related penalties.

2.2. On February 28, 2025, counsel for Mr. Rios submitted to the Labor and Workforce Development Agency (“LWDA”) a Private Attorneys General Act (“PAGA”) notice pursuant to Labor Code section 2699.3. The PAGA Notice included allegations against Defendant regarding misclassification of workers as independent contractors, failure to pay minimum wage, failure to pay overtime compensation, failure to provide meal and rest breaks, failure to pay premiums, inaccurate wage statements, and failure to reimburse business expenses. Plaintiff Rios received no indication that the LWDA intended to investigate.

2.3. On July 1, 2025, Mr. Rios filed in Los Angeles Superior Court a Class and Representative Action Complaint, Case No. 25STCV19205 (the “Rios Action”), asserting the following causes of action against Dolly: (1) Failure to Reimburse Business Expenses (Cal. Lab. Code § 2802); (2) Unlawful Deductions from Wages (Cal. Lab. Code §§ 221-223); (3) Failure to Provide Accurate Wage Statements (Cal. Lab. Code § 226); (4) Failure to Provide Overtime (Cal. Lab. Code § 510); (5) Failure to Provide Meal Periods (Cal. Lab. Code § 226.7); (6) Failure to Provide Rest Breaks (Cal. Lab. Code § 226.7); (7) Failure to Pay Wages When Due (Cal. Lab. Code §§ 201-203); (8) Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); and (9) Private Attorneys General Act (Cal. Lab. Code §§ 2698, *et seq.*).

2.4. On August 15, 2025, counsel for Mr. Nassar submitted to LWDA a PAGA notice pursuant to Labor Code section 2699.3. The PAGA Notice included allegations against Defendant regarding misclassification of workers as independent contractors, failure to pay minimum wage, failure to pay overtime compensation, failure to provide meal and rest breaks, failure to pay premiums, inaccurate wage statements, and failure to reimburse business expenses. Plaintiff Nassar received no indication that the LWDA intended to investigate.

2.5. On August 15, 2025, Mr. Nassar filed in Los Angeles Superior Court a Class and Representative Action Complaint, Case No. 25STCV24123 (the “Nassar Action”), alleging causes of action against Dolly for: (1) Failure to Pay Minimum Wage for All Hours Worked (Cal. Lab. Code §§ 1182.12, 1194, 1194.2, 1197 and 1197.1); (2) Failure to Pay Overtime Compensation (Cal. Lab. Code §§ 1194 and 1198); (3) Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512, and IWC Wage Orders); (4) Failure to Provide Rest Periods (Cal. Lab. Code §§ 226.7, 512, and IWC Wage); (5) Failure to Indemnify Necessary Business Expenses (Cal. Lab. Code § 2802); (6) Waiting Time Penalties (Cal. Lab. Code §§ 201-203); (7) Failure to Provide Accurate Wage Statements (Cal. Lab. Code § 226); (8) Violation of Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); and (9) Private Attorneys General Act (Cal. Lab. Code §§ 2698, *et seq.*).

2.6. Defendant denies the allegations in the Rios Action and the Nassar Action, denies any failure to comply with the laws identified in the Operative Complaints, and denies any and all liability for the causes of action alleged.

2.7. Counsel for Plaintiff Rios, counsel for Plaintiff Nassar, and Defense Counsel engaged in informal discovery regarding each Plaintiff's claims. In order to facilitate a settlement of the Rios Action and Nassar Action, the Parties agreed to attend a joint mediation.

2.8. On October 15, 2025, Mills Sadat Dowlat LLP and Nicholas & Tomasevic, LLP entered into a joint prosecution and fee-sharing agreement in connection with the Nassar Action and Rios Action. Plaintiffs signed the agreement as well.

2.9. On October 21, 2025, the Parties participated in an all-day mediation presided over by Tripper Ortman. While the mediation was unsuccessful, the parties continued to discuss with Mr. Ortman who made a mediator's proposal that both sides accepted.

2.10. Prior to mediation, Plaintiffs obtained, through formal and informal discovery, a data set covering a class period from August 15, 2021 through July 24, 2025. The data included records for 2,383 workers, who performed moving and delivery services in California during this time, for a total of 33,792 workweeks. The production consisted of a class list identifying each worker and a comprehensive list of all California jobs completed during the potential class period. The job list contained the job ID number, job start date, worker IDs assigned to the job, job type (e.g., store pickup, full apartment move, labor-only), origin city and ZIP code, destination city and ZIP code, job duration, and total labor cost. Plaintiff Nassar's expert statistician performed a data and damages analysis that was extrapolated through October 21, 2025, the date of mediation. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.11. The Court has not granted class certification.

2.12. Other than a PAGA notice submitted by Hamner Law Offices on behalf of George Jones (LWDA No. LWDA-CM-1034245-24) against Defendant on June 17, 2024, the Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be affected by the Settlement.

3. MONETARY TERMS

3.1. Gross Settlement Amount. Except as otherwise provided in Paragraph 9 below, and excluding the Employer Payroll Taxes, Defendant promises to pay \$2,000,000.00 and no more as the Gross Settlement amount. This amount is inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages, if any, which shall be separately paid by Defendant to the Administrator. Defendant has no obligation to pay the Gross Settlement Amount (or the Employer Payroll Taxes) prior to the Effective Date. The Administrator will disburse the entire Gross Settlement Amount, to the extent not previously disbursed as outlined in Paragraph 3.2 herein, without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts outlined below or as otherwise specified by the Court in the Final Approval:

3.2.1. To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than \$10,000 each (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiffs' request for Class Representative Service Payments that do not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves Class Representative Service Payments less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments, without any wage-related deductions or withholdings, and will report such payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for any employee taxes owed on the Class Representative Service Payments.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one third (33.33%) of the Gross Settlement Amount, which is currently estimated to be \$666,600.00, and a Class Counsel Litigation Expenses Payment of not more than \$25,000. Dolly will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant and all Released Parties harmless, and indemnifies Defendant and all Released Parties, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.2.1. Allocation of Class Counsel Fees Payment: Counsel for Plaintiff Nassar, Mills Sadat Dowlat LLP ("MSD"), and counsel for Plaintiff Rios, Nicholas & Tomasevic LLP ("NT"), agree that the Class Counsel Fees Payment approved by the Court shall be allocated as follows: fifty percent (50%) to MSD and fifty percent (50%) to NT.

3.2.2.2. Allocation of Class Counsel Litigation Expenses Payment: The Class Counsel Litigation Expenses Payment shall be allocated between Plaintiffs' firms

based upon the expenses actually incurred by each firm as set forth in the declarations by Class Counsel.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$19,000.00, except for a showing of good cause and as approved by the Court. To the extent the administration expenses are less, or the Court approves payment less than \$19,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To the LWDA: A LWDA PAGA Payment of \$32,500, which is equal to 65% of the total PAGA Penalties of \$50,000.

3.2.5. To Aggrieved Employees: An Individual PAGA Payment to be calculated by the Administrator by (a) dividing the 35% share of PAGA Penalties (\$17,500) to be split by the Aggrieved Employees by the total number of PAGA Pay Periods worked by all Aggrieved Employees, and (b) multiplying the result by the Aggrieved Employee's actual PAGA Pay Periods worked. No withholdings or deductions shall be taken from each Individual PAGA Payment. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.1. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will report each Individual PAGA Payment on IRS 1099 Forms.

3.3. Payments from the Net Settlement Amount. The Administrator will make and deduct the following payments from the Net Settlement Amount, in the amounts outlined below or as otherwise specified by the Court in the Final Approval:

3.3.1 To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by the Participating Class Member's Workweeks worked. Participating Class Members will receive an IRS Form 1099. Participating Class Members assume full responsibility and liability for any taxes owed on their Individual Class Payments.

3.3.1.1. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. Their Workweeks will not be part of the total used to determine Participating Class Members' awards.

4. SETTLEMENT FUNDING AND PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

4.1. Class Data. Not later than fifteen (15) days after the Court grants Preliminary Approval, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain

the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effectuate the terms of this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise to resolve any issues related to missing or omitted Class Data.

4.2. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount and the amounts necessary to fully pay the Employer Payroll Taxes, if any, by transmitting the funds to the Administrator no later than fourteen (14) days after the Effective Date.

4.3. Payments Upon Funding by Defendant. Within fourteen (14) days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for each Individual Class Payment, each Individual PAGA Payment, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payments shall not precede disbursement of each Individual Class Payment and Individual PAGA Payment.

4.3.1. The Administrator will issue checks for each Individual Class Payment and/or Individual PAGA Payment via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than one hundred and eighty (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. The Administrator will send a check for the Individual Class Payment to each Participating Class Member (including those for whom Class Notice was returned undelivered). The Administrator will send a check for the Individual PAGA Payment to each Aggrieved Employee, including Non-Participating Class Members who qualify as Aggrieved Employees and Class Members for whom Class Notice was returned undelivered. The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.3.2. The Administrator must conduct a Class Member Address Search for all Class Members whose checks are returned undelivered by the United States Postal Service. Within seven (7) days of receiving a returned check, the Administrator must re-mail the check to the address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, if requested by the Class Member in writing prior to the void date.

4.3.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed or cancelled after the void date, or any Aggrieved Employee not otherwise a Participating Class Member whose Individual PAGA Payment check is uncashed or cancelled after the void date, the Administrator shall transmit the funds represented by such checks to Legal Aid at Work, a Court-approved nonprofit organization or foundation consistent with California Code of Civil Procedure Section 384, subd. (b) (“Cy Pres Recipient”). The Parties, Class Counsel, and Defense Counsel will notify the Administrator as soon as is reasonably practicable if they become aware that they have any interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

4.3.4. The payment of an Individual Class Payment and/or Individual PAGA Payment shall not obligate Defendant to confer any additional benefits or make any additional payments to a Class Member or Aggrieved Employee (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASE OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and Employer Payroll Taxes, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1. Plaintiffs’ Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Defendant and all other Released Parties from all claims, transactions, or occurrences, including, but not limited to: (a) all claims that were, or reasonably could have been alleged, based on the facts contained in the Operative Complaints and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaints and PAGA Notices (“Plaintiffs’ Release”). Plaintiffs’ Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers’ compensation benefits that arose at any time during, or based on occurrences outside, the Class Period or PAGA Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs’ Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs’ discovery of them.

5.1.1. Plaintiffs’ Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs’ Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of Section 1542 of the California Civil Code, which reads:

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.

5.2. Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present spouses, representatives, agents,

attorneys, heirs, administrators, successors, and assigns, release Defendant and all other Released Parties from all claims that were alleged in or reasonably could have been alleged based on the facts alleged to have occurred during the Class Period, stated in the PAGA Notices or the Operative Complaints. Except as set forth in Paragraph 5.3 below, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside of the Class Period.

5.3. Release by Aggrieved Employees: All Aggrieved Employees, whether or not such employees are Participating or Non-Participating Class Members, are deemed to release, on behalf of themselves and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, Defendant and all other Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts alleged to have occurred during the PAGA Period as stated in the Operative Complaints and the PAGA Notices.

6. **MOTION FOR PRELIMINARY APPROVAL**. Class Counsel agrees to prepare and file a motion for preliminary approval of class-action settlement and approval of PAGA settlement ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1. Defendant's Responsibilities. Within ten (10) days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and Cy Pres Recipient. In their Declarations, Defense Counsel and Defendant shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining preliminary approval of class-action settlement and approval of PAGA settlement, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under the *Dunk/Kullar* analysis and a request for approval of the settlement of the PAGA claims in the Operative Complaints under California Labor Code Section 2699, subd. (1); (ii) a draft proposed Order Granting the Motion for Preliminary Approval; (iii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel, or Defense Counsel; (iv) signed declarations from Class Representatives confirming their willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members; (v) a signed declaration from Class Counsel attesting to its competency to represent the Class Members, and its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Cal. Lab. Code § 2699.3 (a)), Operative Complaints (Cal. Lab. Code § 2699(1)(1)), this Agreement (Cal. Lab. Code § 2699(1)(2)); and

(vi) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient. In their Declarations, Plaintiffs and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3. Responsibilities of Counsel. Class Counsel is responsible for finalizing and filing the Motion for Preliminary Approval no later than thirty (30) days after the full execution of this Agreement; obtaining a reasonably prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by conferring in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together in good faith to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION

7.1. Selection of Administrator. The Parties have jointly selected CPT Group to serve as the Administrator and have verified that, as a condition of appointment, CPT Group agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of the Administration Expenses Payment. The Parties and their 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.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under U.S. Treasury Regulation Section 468B-1. The Parties agree that the Administrator shall be the "administrator" within the meaning of Treasury Regulation § 1.468B-2(k)(3).

7.3.1. Upon or before establishment of the Settlement Fund Account, the Administrator shall apply for an employer identification number for the Settlement Fund Account utilizing IRS Form SS-4 and in accordance with Treasury Regulation § 1.468B-2(k)(4) and shall provide Defendant with that employer identification number on a properly completed and signed IRS Form W-9. The Administrator shall file or cause to be filed, on behalf of the Settlement Fund Account, all required federal, state, and local tax returns, information returns, including, but not limited to, any Form 1099-series return, and tax withholdings statements, in accordance with the provisions of Treasury Regulation § 1.468B-2(k)(1) and Treasury Regulation § 1.468B-2(1)(2).

7.3.2. Following its payment of the Gross Settlement Amount to the Administrator, Defendant shall have no responsibility, financial obligation, or liability whatsoever with

respect to payment of federal, state, and local income, employment, unemployment, excise, and any other Taxes, penalties, interest, or other charges related to Taxes imposed on the Settlement Fund Account or its disbursements, payment of the administrative, legal, accounting, or other costs occasioned by the use or administration of the Settlement Fund Account.

7.4. Notice to Class Members.

7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.

7.4.2. No later than fourteen (14) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via First-Class United States Postal Service (“USPS”) mail, the Class Notice, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently state the estimated dollar amounts of any Individual Class Payment and Individual PAGA Payment, if applicable, payable to the Class Member, and the number of Workweeks and/or PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Members’ addresses using the National Change of Address database.

7.4.3. Not later than three (3) business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4. The deadlines for Class Members’ written objections, challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the sixty (60) days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5. If the Administrator, Defendant, or Class Counsel is contacted by or otherwise discovers any persons whom they believe should have been included in the Class Data and should have received Class Notice, the Parties will promptly meet and confer to determine whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever occurs later.

7.5. Requests for Exclusion (Opt-Outs).

7.5.1. Class Members who wish to exclude themselves from (i.e., opt-out of) the Settlement as it relates to Released Class Claims must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than sixty (60) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement as it relates to the Released Class Claims and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the release provisions under Paragraph 5.2 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment nor have the right to object to the class-action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Final Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6. Challenges to Calculation of Workweeks and PAGA Pay Periods. Each Class Member shall have sixty (60) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's

determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination on the challenges.

7.7. Objections to Settlement.

7.7.1. Only Participating Class Members may object to the class-action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payments.

7.7.2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than sixty (60) days after the Administrator's mailing of the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice was re-mailed).

7.7.3. Non-Participating Class Members have no right to object to any of the class-action components of the Settlement.

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

7.8.1. Email Address and Toll-Free Number. The Administrator will maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than seven (7) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received,

challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for each Individual Class Payment and Individual PAGA Payment (“Weekly Report”). The Weekly Report must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4. Workweek and/or PAGA Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5. Administrator’s Declaration. Not later than fourteen (14) days before the date by which Plaintiffs are required to file the Motion for Final Approval, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, attempts to locate Class Members, remailing the Class Notices returned as undelivered, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections, and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.

7.8.6. Final Report by Settlement Administrator. Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements to Class Members and Aggrieved Employees, identified by employee identification number only, for all payments made under this Agreement. At least fifteen (15) days before any deadline set by the Court, the Administrator will prepare and submit to Class Counsel and Defense Counsel a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator’s declaration in Court.

8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE. Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there are 2,683 Class Members and 40,958 Workweeks during the Class Period and (2) there are 1,190 Aggrieved Employees who worked 15,386 PAGA Pay Periods during the PAGA Period. To the extent the actual Workweeks is more than 10% greater than Defendant’s estimate, Defendant shall increase the Gross Settlement Amount on a proportional basis for any increase above 10% (*i.e.*, if there were an eleven percent (11%) increase in the number of Workweeks, Defendant will increase the Gross Settlement Amount by one percent (1%)). In the alternative, Defendant may elect to shorten the Class Period to stay within the 10% cushion.

9. DEFENDANT’S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total number of all Class Members,

Defendant may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying the Administration Expenses Payment for the Administrator's reasonable fees and expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. MOTION FOR FINAL APPROVAL. Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the class-action settlement and PAGA settlement under California Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a Proposed Judgment (collectively, "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than seven (7) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Final Judgment, the Court will retain jurisdiction over the Parties, Actions, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Final Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-judgment matters as are permitted by law.

10.4. Waiver of Right to Appeal. Provided the Final Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, all Participating Class Members who did not object to the Settlement as provided in this Agreement, and all Aggrieved Employees waive all rights to appeal the Final 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 an objector appeals the Final Judgment, the Parties' obligations to perform under this Agreement

will be suspended until such time as the appeal is finally resolved and the Final Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify the Final Judgment. If the reviewing Court vacates, reverses, or modifies the Final Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Final Judgment, sharing, on a 50-50 basis, any additional administration expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. AMENDED JUDGMENT. If any amended judgment is required under California Code of Civil Procedure Section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

12. ADDITIONAL PROVISIONS

12.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the PAGA Notices or the Operative Complaints have merit or that Defendant has any liability for any claims asserted; nor should it be interpreted or construed as an admission by Plaintiffs that Defendant's defenses in the Actions have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason, the Court does not grant Preliminary Approval, Final Approval or enter Final Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Actions, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Actions will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendant, and Defense Counsel separately agree that, until the Motion for Preliminary Approval is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or

agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication before the filing of the Motion for Preliminary Approval with any third party regarding this Agreement or the matters giving rise to this Agreement, except to respond only that “the matter was resolved” or words to that effect. This paragraph does not restrict Class Counsel’s communications with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

12.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Final Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability to communicate with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

12.4. No Publicity. Class Representatives and Class Counsel agree not to issue a press release or otherwise notify the media about the terms of the settlement or advertise or market any of the terms of the settlement through written, recorded or electronic communications. Plaintiffs and their counsel further agree that, if contacted regarding this case, they will state only that the lawsuit exists and has been resolved. This provision is not intended to, and does not, limit Plaintiffs’ counsel from responding to questions from, and providing advice to Class Members, and/or Aggrieved Employees regarding the settlement after court approval is granted.

12.5. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

12.6. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, 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 reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

12.7. 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 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 a mediator and/or the Court for resolution.

12.8. 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 any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

12.9. No Tax Advice. Neither Plaintiffs, Class 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.

12.10. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

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

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

12.13. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation 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.

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

12.15. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class 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 ninety (90) days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs and Class Counsel shall destroy all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.

12.16. 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.

12.17. Calendar Days. Unless otherwise specified, 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 bank holiday, such date or deadline shall be on the first business day thereafter.

12.18. 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 follows:

To Plaintiffs and the Class:

MILLS SADAT DOWLAT LLP
Arash Sadat
Camron Dowlatsahi
Mir Raza
333 South Hope Street, 40th Floor
Los Angeles, CA 90071
Tel.: (213) 628-3856
E-Mail: arash@msdlawyers.com
camron@msdlawyers.com
mir@msdlawyers.com

NICHOLAS & TOMASEVIC, LLP
Shaun Markley
225 Broadway, UNIT 1900
San Diego, CA 92101
Tel.: (619) 325-0492
E-Mail: SMarkley@nicholaslaw.org

To Defendant:

ORRICK, HERRINGTON & SUTCLIFFE
Katie Briscoe
400 Capitol Mall, Suite 3000
Sacramento, CA 95814
Tel.: (916) 329-7944
E-Mail: kbriscoe@orrick.com

12.18. Execution in 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.

12.19 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 pursuant to the California Code of Civil Procedure section 583.330, that by the signing of this Agreement the date to bring a case to trial is extended under California Code of Civil Procedure section 583.310 for the entire period of this settlement process.

12.20. Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Actions and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

13. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: Apr 7, 2026


Taariq Nassar (Apr 7, 2026 18:05:48 PDT)
Plaintiff Taariq Nassar

Dated: _____

Plaintiff Israel Rios

Dated: 4/1/2026

Dolly, Inc.

Its Authorized Representative, Ben Edelhart

AS TO FORM ONLY:

Dated: April 1, 2026

MILLS SADAT DOWLAT LLP


Camron Dowlatsahi

Dated: April 1, 2026

NICHOLAS & TOMASEVIC, LLP


Shaun Markley

Dated: 4/1/2026

ORRICK, HERRINGTON & SUTCLIFFE


Katie Briscoe

12.20. Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Actions and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

13. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____

Plaintiff Taariq Nassar

Dated: 04/08/26


Israel Rios (Apr 8, 2026 17:22:35 PDT)

Plaintiff Israel Rios

Dated: _____

Dolly, Inc.

Its Authorized Representative, Ben Edelhart

AS TO FORM ONLY:

Dated: _____

MILLS SADAT DOWLAT LLP

Camron Dowlatsahi

Dated: April 1, 2026

NICHOLAS & TOMASEVIC, LLP



Shaun Markley

Dated: _____

ORRICK, HERRINGTON & SUTCLIFFE

Katie Briscoe

EXHIBIT A

[NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING DATE FOR
FINAL COURT APPROVAL]

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING
DATE FOR FINAL COURT APPROVAL**

Israel Rios et al. v. Dolly, Inc.,
Los Angeles County Superior Court, Case No. 24STCV19205 (“Rios Action”)

And

Taariq Nassar et al. v. Dolly, Inc.,
Los Angeles County Superior Court, Case No. 24STCV24123 (“Nassar Action”)

The Superior Court for the State of California authorized this Notice, read it carefully!

**This is not junk mail, spam, advertisement, or solicitation by a lawyer.
You are not being sued.**

You may be eligible to receive money from two parallel class action lawsuits against Defendant Dolly, Inc. (“Defendant” or “Dolly”) for alleged wage and hour violations. The Rios Action and Nassar Action were filed by two Dolly users who used the Dolly platform as independent contractors in California and they seek payment of alleged back wages and other relief for a class of all current and former users of Dolly who used the Dolly platform as an independent contractor in California (“Class Members”) during the Class Period (July 2, 2021 through May 31, 2026) and penalties under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”) (Lab. Code §§ 2698, et seq.) for all current and former users of Dolly who used the Dolly platform as an independent contractor, including as a Helper, Hand, or Assistant, in California (“Aggrieved Employees”) during the PAGA Period (April 27, 2024 through May 31, 2026).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, your Individual Class Payment is estimated to be \$ [REDACTED] and your Individual PAGA Payment is estimated to be \$ [REDACTED]. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records, you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that you worked [REDACTED] workweeks during the Class Period and you worked [REDACTED] pay periods during the PAGA Period. If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by the deadline date, *see* Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval of the Settlement. Your legal rights are affected whether you do or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two options under the Settlement:

- 1. Do Nothing.** You do not have to do anything to participate in the proposed Settlement and still be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to directly assert Class Period wage claims and PAGA Period penalty claims against Defendant.
- 2. Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the Administrator (named on page 6, below) in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to directly pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement,

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all

	Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [REDACTED]	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement except with respect to the PAGA Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Rios Action and Nassar Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [REDACTED] Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on [REDACTED]. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [REDACTED]	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many workweeks you performed a job through Defendant’s platform during the Class Period as an independent contractor, and how many Pay Periods you performed a job through Defendant’s platform during the PAGA Period as an independent contractor, respectively. The number of Class Period Workweeks and number of PAGA Pay Periods you worked as an independent contractor according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [REDACTED]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are current and former users of Dolly who used the Dolly platform as independent contractors, including as a Helper, Hand, or Assistant, in California. The Rios Action and Nassar Action (collectively hereinafter, “Actions”) allege Defendant violated California labor laws for (1) failure to pay minimum wage for all hours worked, (2) failure to pay overtime compensation, (3) failure to provide meal periods, (4) failure to provide rest periods, (5) failure to indemnify necessary business expenses, (6) waiting time penalties, (7) wage statement violations, and (8) violation of unfair competition law. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the PAGA. Plaintiffs are represented by attorneys (“Class Counsel”) in the Actions. Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant violated any laws. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator to help resolve the Rios Action and Nassar Action by negotiating an end to these Actions by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a Judgment ending the Actions and enforcing the Agreement, Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations of law or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine whether to finally approve the Settlement.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

Defendant Will Pay \$2,000,000.00 as the Gross Settlement Amount (“Gross Settlement Amount”). Defendant has agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the LWDA. Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount. The Court will decide these amounts at the Final Approval Hearing:

- Up to \$666,600.00 (33.33% of the Gross Settlement Amount) to Class Counsel for attorneys’ fees and up to \$25,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Actions without payment.
- Up to \$10,000.00 each as a Class Representative Service Payment to Plaintiffs for filing the Actions, working with Class Counsel and representing the Class. A Class Representative Service Payment will be the only monies Plaintiffs will receive other than Plaintiffs’ Individual Class Payment and any Individual PAGA Payment.

- Up to \$19,000.00 to the Administrator for services administering the Settlement.
- Up to \$50,000.00 for PAGA Penalties, 65% of which would be allocated to the LWDA as an LWDA PAGA Payment and 35% of which would be allocated to the Aggrieved Employees as Individual PAGA Payments based on the number of pay periods they performed a job through Defendant's platform in California during the PAGA Period (the "PAGA Pay Periods").

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement Amount") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court to approve an allocation of 100% of each Individual Class Payment to penalties and interest (*i.e.*, non-wages). In the event that state or federal authorities subsequently determine that any named plaintiff or Participating Class Member should be classified as an employee rather than an independent contractor, each such named plaintiff or Participating Class Member agrees that he or she shall promptly complete and submit to the IRS Form 4669. Participating Class Members assume full responsibility and liability for any taxes owed on their Individual Class Payment, excluding Employer Payroll Taxes, if any. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the non-wage Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and Defendant have agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the "Void Date"). If you do not cash it by the Void Date, your check will be automatically cancelled, and the monies will be paid to a non-profit organization or foundation ("Cy Pres"). The Court has approved Legal Aid at Work as the Cy Pres recipient.

Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Settlement, unless you notify the Administrator in writing, not later than **DATE**, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline. The Request for Exclusion should be a letter from you or your representative setting forth your name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members ("Non-Participating Class Members")

will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the facts alleged in the Actions during the PAGA Period.

The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void and, in turn, Defendant will not pay any money and Class Members/Aggrieved Employees will not release any claims against Defendant.

Administrator. The Court has appointed a neutral company, CPT Group (the “Administrator”), to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member challenges over Workweeks/Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.

Participating Class Members’ Release. After the Judgment is final and Defendant has fully funded the Gross Settlement Amount and separately paid all employer payroll taxes, if any, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages and penalties during the Class Period and PAGA Period based on the facts alleged in the Actions and resolved by this Settlement.

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Defendant and all other Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts alleged in the Complaints, including claims for: (1) failure to pay minimum wage for all hours worked, (2) failure to pay overtime compensation, (3) failure to provide meal periods, (4) failure to provide rest periods, (5) failure to indemnify necessary business expenses, (6) waiting time penalties, and (7) wage statement violations. Except as set forth in Section 5.2 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and Defendant has paid the Gross Settlement, all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who

opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the facts alleged in the Actions and resolved by this Settlement for the PAGA Period.

All Aggrieved Employees release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, Defendant and all other Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts alleged in the Complaint and the PAGA Notices, including for: (1) failure to pay minimum wage for all hours worked, (2) failure to pay overtime compensation, (3) failure to provide meal periods, (4) failure to provide rest periods, (5) failure to indemnify necessary business expenses, (6) waiting time penalties, and (7) wage statement violations.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENTS?

Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$17,500.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.

Workweek/Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated on the first page of this Notice. You have until **DATE** to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of PayPal payments from Dolly, Inc. or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members and Aggrieved Employees) and Defense Counsel. The Administrator's decision is final. You cannot appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

Participating Class Members. The Administrator will send, by U.S. mail, a single check, to the extent possible, to every Participating Class Member (*i.e.*, every Class Member who does not opt-out) including those who also qualify as Aggrieved Employees. The single check will

combine the Individual Class Payment and the Individual PAGA Payment. Otherwise, two checks will be sent.

Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Settlement (*i.e.*, every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing you submit communicating your request to be excluded. Be sure to personally sign your request, identify the two actions as *Israel Rios et al. v. Dolly, Inc.*, Los Angeles County Superior Court, Case No. 24STCV19205 ("Rios Action") and *Taariq Nassar et al. v. Dolly, Inc.*, Los Angeles County Superior Court, Case No. 24STCV24123 ("Nassar Action"), and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. The Administrator must be sent your request to be excluded by **DATE**, or it will be invalid. Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to approve. At least 16 court days before the Final Approval Hearing, Class Counsel will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website (<https://www.cptgroup.com/>) or the Court's website (<https://www.lacourt.ca.gov/>).

A Participating Class Member who disagrees with any aspect of the Settlement or the Motion for Final Approval may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. The deadline for sending written objections to the Administrator is **DATE**. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the two actions as *Israel Rios et al. v. Dolly, Inc.*, Los Angeles County Superior Court, Case No. 24STCV19205 and *Taariq Nassar et al. v. Dolly, Inc.*, Los Angeles County Superior Court, Case No. 24STCV24123, and include your name, current address, telephone number, and approximate

dates of employment with Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. A Participating Class Member may appear at the Final Approval Hearing to object to the Settlement without having submitted a written objection to the Administrator in advance. *See* Section 8 of this Notice for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but do not have to, attend the Final Approval Hearing on **DATE** at **TIME** in Department 1 of the Los Angeles County Superior Court, located at Spring Street Courthouse, 312 N Spring St, Los Angeles, CA 90012. Class Members may appear at the final approval hearing in person or remotely using the LACourtConnect portal (<https://lacc.lacourt.org/>). Class Members who wish to appear remotely are encouraged to contact Class Counsel at least three days before the hearing, if possible, so that potential technology or audibility issues can be avoided or minimized. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually. Check the Court's website for the most current information.

It is possible the Court will reschedule the Final Approval Hearing. You should check the Court's website beforehand to verify the date and time of the Final Approval Hearing.

If the Court grants Final Approval of the Settlement, a copy of the Final Approval Order and Judgment will be available to Class Members on the Administrator's website (<https://www.cptgroup.com/>). No additional notice will be provided unless the Court requires otherwise.

9. HOW CAN I GET MORE INFORMATION?

The Settlement Agreement sets forth everything Defendant and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Settlement Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at <https://www.cptgroup.com/>. You can also telephone or send the Administrator an email using the contact information listed below, or consult the Los Angeles County Superior Court website by going to <https://www.lacourt.ca.gov/>.

DO NOT CONTACT THE COURT TO OBTAIN INFORMATION OR TO ASK QUESTIONS ABOUT THIS NOTICE OR THE SETTLEMENT.

Class Counsel:

Arash Sadat (arash@msdlawyers.com)
Camron Dowlathahi (camron@msdlawyers.com)
Mir Raza (mir@msdlawyers.com)
MILLS SADAT DOWLAT LLP
333 S. Hope Street, 40th Floor
Los Angeles, CA 90071

Shaun Markley (SMarkley@nicholaslaw.org)
NICHOLAS & TOMASEVIC, LLP
225 Broadway, UNIT 1900
San Diego, CA 92101

Settlement Administrator:

CPT Group
Email Address:
Mailing Address:
Telephone:
Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK(S)?

If you lose or misplace your settlement check(s) before cashing it/them, the Administrator will replace it/them as long as you request a replacement before the Void Date on the face of the original check(s). If your check is already void, you will have no way to recover the money.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check(s), you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT 2

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between ~~plaintiff~~ Taariq Nassar– (“Plaintiff Nassar” or “Mr. Nassar”) and Israel Rios (“Plaintiff Rios” or “Mr. Rios”) (collectively, “Plaintiffs”) and Dolly, Inc. ~~defendant~~– (“~~Defendant~~ XYZ” or “Dolly”). The Agreement refers to Plaintiffs and ~~XYZ-Defendant~~ collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS

1.1. “Action” means the ~~related lawsuits~~ Plaintiff’s lawsuit alleging wage and hour violations against ~~Dolly, XYZ~~ captioned Israel Rios et al. v. Dolly, Inc., Case No. 24STCV19205, initiated on July 1, 2025, and Taariq Nassar et al. v. Dolly, Inc., Case No. 24STCV24123, initiated on August 15, 2025, both pending in Superior the Court of the State of California, County of Los Angeles. The Plaintiffs will file a consolidated First Amended Complaint in Rios and dismiss Nassar without prejudice.

1.2. “Administrator” means CPT Group, the neutral entity the Parties have agreed to appoint to administer the Settlement

~~“Administrator” means CPT Group, the neutral entity the Parties have agreed to appoint to administer the Settlement.~~

1.3. “Administration Expenses Payment” 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 with the Motion for Preliminary Approval. in connection with Preliminary Approval of the Settlement

~~“Administration Expenses Payment” 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 with the Motion for Preliminary Approval.~~

1.4. “Aggrieved Employee” means persons who are current and former users of Dolly who used the Dolly platform as an independent contractor in California from April 27, 2024 through May 31, 2026[e.g., a person employed by XYZ in California and classified as a who worked for XYZ during the PAGA Period].

1.5. “Class” means persons who are current and former users of Dolly who used the Dolly platform as an independent contractor, including as a Helper, Hand, or Assistant, in California from July 2, 2021 through May 31, 2026.~~[define class, e.g., all persons employed by XYZ in California and classified as who worked for XYZ during the Class Period].~~

1.6. “Class Counsel” means Mills Sadat Dowlat LLP and Nicholas and Tomasevic, LLP.

1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Actions.

1.8. “Class Data” means Class Member identifying information in DollyXYZ’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

1.9. “Class Member” ~~or “Settlement Class Member”~~ means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

~~“Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).~~

1.10. “Class Member Address Search” means the Administrator’s investigation and search for ~~current~~ Class Member ~~current or 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 Class Members or Aggrieved Employees.

1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English ~~[with a Spanish translation, if applicable]~~ in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. “Class Period” means the period from to July 2, 2021 through May 31, 2026.

1.13. “Class Representative” means the named Plaintiff in the Rios Action and the named Plaintiff in the Nassar Action~~operative complaint in the Action~~ seeking Court approval to serve as a class representative.

1.14. “Class Representative Service Payment” means individual ~~the payments~~ to each ~~of~~ the Class Representative for initiating the Action and providing services in support of the Action.

1.15. “Court” means the Superior Court of California, County of Los Angeles.

~~1.16 “XYZ” means named Defendant.~~

1.16. “Defense Counsel” means Orrick, Herrington & Sutcliffe LLP.

1.17. “Effective Date” means the date by when all of the following have occurred: (a) the Court enters the Final Judgment; and (b) the latest of the following occurrences: (i) if no Participating Class Member objects to the Settlement, the day the Court enters Final Judgment; (ii) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Final Judgment; or (iii) if a timely appeal from the

~~Final Judgment is filed, the day after the appellate court affirms the Final Judgment and issues a remittitur without further appeal therefrom, on which the Judgment becomes final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.~~

1.19. “Final Approval” means the Court’s Order Granting Final Approval of the Settlement.

1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval.

1.21. “Final Judgment” means the judgment entered by the Court upon granting Final Approval.

1.22. “Gross Settlement Amount” means \$2,000,000.00, which is the total amount ~~XYZ~~ Dolly agrees to pay under the Settlement except in the event of withdrawal under Paragraph 9 below. The Gross Settlement Amount will be used to pay each Individual Class Payments, each Individual PAGA Payments, the LWDA PAGA Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payments, and the Administration Expenses Payment, all if and as approved and/or overruled by the Court.

1.23. “Individual Class Payment” means Participating Class Member’s pro rata share of the Net Settlement Amount calculated per Paragraph 3.3.1, below.~~the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.~~

1.24. “Individual PAGA Payment” means each Aggrieved Employee’s pro rata share of 35% of the PAGA Penalties calculated per Paragraph 3.2.5, below.~~the Aggrieved Employee’s pro rata share [25%/35%] of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.~~

1.25. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled to receive PAGA Penalties under California Labor Code section 2699, subd. (i).

1.26. “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under California Labor Code section 2699, subd. (i).~~[75%/65%] of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).~~

1.27. “Net Settlement Amount” means the Gross Settlement Amount, less the court-approved amounts of the (1) Class Counsel Fees Payment; (2) Class Counsel Litigation Expenses Payment; (3) Class Representative Service Payments; (4) Administration Expenses Payment; (5) LWDA PAGA Payment; (6) each Individual PAGA Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.~~less the following~~

~~payments in the amounts approved by the Court: Individual PAGA Payments, LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.~~

1.28. “Non-Participating Class Member” means any Class Member who opts out of the portion of the Settlement addressing the Released Class Claims by sending the Administrator a valid and timely Request for Exclusion.

1.29. “Operative Complaints” means the Complaint filed by the Plaintiff Rios against Dolly and the Complaint filed by Plaintiff Nassar against Dolly in the Actions.

1.30. “PAGA Pay Period” means any pay period during the PAGA Period in which an Aggrieved Employee performed a job using the Dolly platform.~~which an Aggrieved Employee worked for XYZ for at least one day during the PAGA Period.~~

1.31. “PAGA Period” means the period from April 27, 2024 through May 31, 2026~~to~~.

1.32. “PAGA” means the Private Attorneys General Act (Cal. Lab. Code §§ 2698. et seq.).

1.33. “PAGA Notice” means Plaintiff Israel Rios’s letter to Dolly and the LWDA providing notice pursuant to California Labor Code section 2699.3, subd.(a), dated February 28, 2025, and Plaintiff Taariq Nassar’s letter to Dolly and the LWDA providing notice pursuant to California Labor Code section 2699.3, subd.(a), dated August 15, 2025 (and each letter individually is a “PAGA Notice”).~~’s letter to XYZ and the LWDA [and Plaintiff’s letter to XYZ and the LWDA] providing notice pursuant to Labor Code section 2699.3, subdivision (a).~~

1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees (\$17,500) and 65% to LWDA (\$32,500) in settlement of the Released PAGA Claims.~~[25%/35%] to the Aggrieved Employees () and [75%/65%] to the LWDA () in settlement of PAGA claims.~~

1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.36. “Pay Period” means for purposes of this settlement, a workweek.

1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of Class-Action Settlement and Approval of PAGA Settlement.~~order granting preliminary approval of the Settlement.~~

1.38. “Released Class Claims” means the claims being released as described in Paragraphs 5.1 and 5.2 below.

1.39. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.

1.40. “Released Parties” means Dolly and any parent, subsidiary, affiliated or related entities (including any companies, corporations, partnerships, alter egos, joint venturers, and actual or alleged joint employers), and each of their respective past, present and future agents, employees, servants, officers, directors, partners, members, trustees, fiduciaries, representatives, shareholders, stockholders, attorneys, equity sponsors, (defined as a company/corporation and/or partnership that is, directly or indirectly, under common control with that Defendant or any of its parents and/or affiliates), divisions, assigns, predecessors, successors, insurers, and consultants.XYZ and each of its former and present [directors,] [officers,] [shareholders,] [owners,] [members,] [attorneys,] [insurers,] [predecessors,] [successors,] [assigns,] [subsidiaries,] [affiliates]

1.41. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Settlement, as it relates to the Released Class Claims, signed by the Class Member.~~Class Settlement signed by the Class Member.~~

1.42. “Response Deadline” means sixty (60) calendar days [e.g., 60] days~~after the Administrator mails the Class Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom the Class Notices are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the initial Response Deadline.:~~ (a) fax, email or mail Requests for Exclusion, (b) fax, email or mail objections to the Settlement, or (c) fax, email or mail a challenge to the number of Workweeks allocated to the Class Member in the Class Notice. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have their deadline extended an additional [14] calendar days beyond the Response Deadline.

1.43. “Settlement” means the disposition of the Actions effected by this Agreement and the Final Judgment.

1.44. “Workweek” means any week during the Class Period in which a Class Member performed a job using the Dolly platform,~~which a Class Member worked for XYZ for at least one day, during the Class Period.~~

2. RECITALS

2.1. On February 17, 2025, and again on April 23, 2025, Mr. Nassar sent a demand letter to Defendant requesting his personnel file and payroll records in furtherance of his putative wage and hour claims, including for unpaid overtime, unpaid meal and rest break premiums and related penalties.

2.2. On February 28, 2025, counsel for Mr. Rios submitted to the Labor and Workforce Development Agency (“LWDA”) a Private Attorneys General Act (“PAGA”) notice pursuant to Labor Code section 2699.3. The PAGA Notice included allegations against

Defendant regarding misclassification of workers as independent contractors, failure to pay minimum wage, failure to pay overtime compensation, failure to provide meal and rest breaks, failure to pay premiums, inaccurate wage statements, and failure to reimburse business expenses. Plaintiff Rios received no indication that the LWDA intended to investigate. Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to XYZ and the LWDA by sending the PAGA Notice.

2.3. On July 1, 2025, Mr. Rios filed in Los Angeles Superior Court a Class and Representative Action Complaint, Case No. 25STCV19205 (the “Rios Action”), asserting the following causes of action against Dolly: (1) Failure to Reimburse Business Expenses (Cal. Lab. Code § 2802); (2) Unlawful Deductions from Wages (Cal. Lab. Code §§ 221-223); (3) Failure to Provide Accurate Wage Statements (Cal. Lab. Code § 226); (4) Failure to Provide Overtime (Cal. Lab. Code § 510); (5) Failure to Provide Meal Periods (Cal. Lab. Code § 226.7); (6) Failure to Provide Rest Breaks (Cal. Lab. Code § 226.7); (7) Failure to Pay Wages When Due (Cal. Lab. Code §§ 201-203); (8) Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); and (9) Private Attorneys General Act (Cal. Lab. Code §§ 2698, *et seq.*).

On , Plaintiff commenced this Action by filing a complaint alleging causes of action against XYZ for .] [On , Plaintiff filed a [e.g., First Amended Complaint] alleging causes of action against XYZ for . The [e.g., First Amended] Complaint is the operative 4 complaint in the Action (the “Operative Complaint”).] XYZ denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.4. On August 15, 2025, counsel for Mr. Nassar submitted to LWDA a PAGA notice pursuant to Labor Code section 2699.3. The PAGA Notice included allegations against Defendant regarding misclassification of workers as independent contractors, failure to pay minimum wage, failure to pay overtime compensation, failure to provide meal and rest breaks, failure to pay premiums, inaccurate wage statements, and failure to reimburse business expenses. Plaintiff Nassar received no indication that the LWDA intended to investigate.

2.5. On August 15, 2025, Mr. Nassar filed in Los Angeles Superior Court a Class and Representative Action Complaint, Case No. 25STCV24123 (the “Nassar Action”), alleging causes of action against Dolly for: (1) Failure to Pay Minimum Wage for All Hours Worked (Cal. Lab. Code §§1182.12, 1194, 1194.2, 1197 and 1197.1); (2) Failure to Pay Overtime Compensation (Cal. Lab. Code §§ 1194 and 1198); (3) Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512, and IWC Wage Orders); (4) Failure to Provide Rest Periods (Cal. Lab. Code §§ 226.7, 512, and IWC Wage); (5) Failure to Indemnify Necessary Business Expenses (Cal. Lab. Code § 2802); (6) Waiting Time Penalties (Cal. Lab. Code §§ 201-203); (7) Failure to Provide Accurate Wage Statements (Cal. Lab. Code § 226); (8) Violation of Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); and (9) Private Attorneys General Act (Cal. Lab. Code §§ 2698, *et seq.*).

2.6. Defendant denies the allegations in the Rios Action and the Nassar Action, denies any failure to comply with the laws identified in the Operative Complaints, and denies any and all liability for the causes of action alleged.

2.7. Counsel for Plaintiff Rios, counsel for Plaintiff Nassar, and Defense Counsel engaged in informal discovery regarding each Plaintiff's claims. In order to facilitate a settlement of the Rios Action and Nassar Action, the Parties agreed to attend a joint mediation.

2.8. On October 15, 2025, Mills Sadat Dowlat LLP and Nicholas & Tomasevic, LLP entered into a joint prosecution and fee-sharing agreement in connection with the Nassar Action and Rios Action. Plaintiffs signed the agreement as well

2.9. On October 21, 2025, the Parties participated in an all-day mediation presided over by Tripper Ortman. While the mediation was unsuccessful, the parties continued to discuss with Mr. Ortman who made a mediator's proposal that both sides accepted.~~On , the Parties participated in an all-day mediation presided over by which led to this Agreement [or describe alternative means of negotiation].~~

2.10. Prior to mediation, Plaintiffs obtained, through formal and informal discovery, a data set covering a class period from August 15, 2021 through July 24, 2025. The data included records for 2,383 workers, who performed moving and delivery services in California during this time, for a total of 33,792 workweeks. The production consisted of a class list identifying each worker and a comprehensive list of all California jobs completed during the potential class period. The job list contained the job ID number, job start date, worker IDs assigned to the job, job type (e.g., store pickup, full apartment move, labor-only), origin city and ZIP code, destination city and ZIP code, job duration, and total labor cost. Plaintiff Nassar's expert statistician performed a data and damages analysis that was extrapolated through October 21, 2025, the date of mediation. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("Dunk/Kullar").~~Before [mediation] [negotiating the Settlement], Plaintiff obtained, through [formal] [informal] discovery, . Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("Dunk/Kullar").~~

2.11. The Court has not granted class certification.~~The Court [has] [has not] granted class certification.~~

2.12. Other than a PAGA notice submitted by Hamner Law Offices on behalf of George Jones (LWDA No. LWDA-CM-1034245-24) against Defendant on June 17, 2024, the Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be affected by the Settlement.~~The Parties, Class Counsel and Defense Counsel represent [they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement] [they are aware of the following other pending matter[s] or action[s] asserting claims that will be extinguished or affected by the Settlement:~~

3. **MONETARY TERMS**

3.1. Gross Settlement Amount. Except as otherwise provided in Paragraph 9 below, and excluding the Employer Payroll Taxes, XYZ-Defendant promises to pay \$ 2,000,000.00 and no more as the Gross Settlement Amount. ~~[and to separately pay any and all employer payroll taxes owed on the Wage Portions (as defined below) of the Individual Class Payments.] This amount is inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages, if any, which shall be separately paid by Defendant to the Administrator. XYZ-Defendant~~ has no obligation to pay the Gross Settlement Amount (or ~~the Employer any P~~payroll ~~T~~axes) prior to the Effective Date. ~~before the deadline stated in Paragraph 4.2.iii~~ The Administrator will disburse the entire Gross Settlement Amount, to the extent not previously disbursed as outlined in Paragraph 3.2 herein, without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to DefendantXYZ.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts outlined below or as otherwise specified by the Court in the Final Approval:

3.2.1. To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than \$10,000 each (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). DefendantXYZ will not oppose Plaintiff's request for Class Representative Service Payments that do not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses PaymentAs part of the Motion for Final Approval, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves Class Representative Service Payments less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments, without any wage-related deductions or withholdings, and will report such payments using IRS Form 1099The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for any employee taxes owed on the Class Representative Service Payments.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one third (33.33%) of the Gross Settlement Amount, which is currently estimated to be \$666,600.00, and a Class Counsel Litigation Expenses Payment of not more than \$insert25,000. Dolly will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or

Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant and all Released Parties harmless, and indemnifies Defendant and all Released Parties, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.2.1. Allocation of Class Counsel Fees Payment: Counsel for Plaintiff Nassar, Mills Sadat Dowlat LLP (“MSD”), and counsel for Plaintiff Rios, Nicholas & Tomasevic LLP (“NT”), agree that the Class Counsel Fees Payment approved by the Court shall be allocated as follows: fifty percent (50%) to MSD and fifty percent (50%) to NT.

3.2.2.2. Allocation of Class Counsel Litigation Expenses Payment: The Class Counsel Litigation Expenses Payment shall be allocated between Plaintiffs’ firms based upon the expenses actually incurred by each firm as set forth in the declarations by Class Counsel.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$19,000.00, except for a showing of good cause and as approved by the Court. To the extent the administration expenses are less, or the Court approves payment less than \$19,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To the LWDA: A LWDA PAGA Payment of \$32,500, which is equal to 65% of the total PAGA Penalties of \$50,000.

3.2.5. To Aggrieved Employees: An Individual PAGA Payment to be calculated by the Administrator by (a) dividing the 35% share of PAGA Penalties (\$17,500) to be split by the Aggrieved Employees by the total number of PAGA Pay Periods worked by all Aggrieved Employees, and (b) multiplying the result by the Aggrieved Employee’s actual PAGA Pay Periods worked. No withholdings or deductions shall be taken from each Individual PAGA Payment. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$ to be paid from the Gross Settlement Amount, with [75%/65%] (\$) allocated to the LWDA PAGA Payment and [25%/35%] (\$) allocated to the Individual PAGA Payments.

3.2.5.1. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will ~~retain~~allocate the remainder ~~into~~ the Net Settlement Amount. The Administrator will report ~~each~~the Individual PAGA Payment on IRS 1099 Forms.

3.3. Payments from the Net Settlement Amount. The Administrator will make and deduct the following payments from the Net Settlement Amount, in the amounts outlined below or as otherwise specified by the Court in the Final Approval:

3.3.1 To Each Participating Class Member: An Individual Class Payment calculated by, which the Administrator shall calculate by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks worked. Participating Class Members will receive an IRS Form 1099. Participating Class Members assume full responsibility and liability for any taxes owed on their Individual Class Payments.

3.2.4.1 Tax Allocation of Individual Class Payments. % of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The % of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for [e.g., interest and penalties] (the "Non-Wage Portion").iv The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.3.1.1. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. Their Workweeks will not be part of the total used to determine Participating Class Members' awards.

The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

4. SETTLEMENT FUNDING AND PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

4.1. Class Data. Not later than fifteen (15) days after the Court grants Preliminary Approval, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effectuate the terms of this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise to resolve any issues related to missing or omitted Class Data. Class Size Estimates. Based on a review of its records to date, XYZ estimates Class Members who

~~collectively worked a total of Aggrieved Employees who there are Workweeks, and worked a total of PAGA Pay Periods.~~

4.2. Funding of Gross Settlement Amount. ~~Defendant XYZ~~ shall fully fund the Gross Settlement Amount and also fund the amounts necessary to fully pay the Employer Payroll Taxes, if any, the amounts necessary to fully pay XYZ's share of payroll taxes, by transmitting the funds to the Administrator no later than fourteen (14) days after the Effective Date.

4.3. Payments Upon Funding by Defendant~~from the Gross Settlement Amount.~~ Within fourteen (14) days after ~~Defendant XYZ~~ funds the Gross Settlement Amount, the Administrator will mail checks for ~~each~~ Individual Class Payment, ~~each~~ Individual PAGA Payment, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments~~s~~. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payments shall not precede disbursement of each Individual Class Payment and Individual PAGA Payment.

4.3.1. The Administrator will issue checks for each Individual Class Payment and/or Individual PAGA Payments ~~and send them to the Class Members and Aggrieved Employees~~ via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than one hundred and eighty (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. The Administrator will send ~~a check~~checks for the Individual Class Payment to each Participating Class Member~~for Individual Settlement Payments to all Participating Class Members~~ (including those for whom Class Notice was returned undelivered). The Administrator will send a check for the Individual PAGA Payment to each Aggrieved Employee, including Non-Participating Class Members who qualify as Aggrieved Employees and Class Members for whom Class Notice was returned undelivered.~~The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered).~~ The Administrator may send Participating Class Members ~~who are also Aggrieved Employees~~ a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the ~~Settlement~~ Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.3.2. The Administrator must conduct a Class Member Address Search for all Class Members whose checks are returned undelivered by the United States Postal Service.~~an Address Search for all Class Members and Aggrieved Employees.~~ Within seven (7) days of receiving a returned check, the Administrator must re-mail the check to ~~the USPS forwarding address provided or to an~~ the address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members ~~or Aggrieved Employees~~ whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class

Member ~~or Aggrieved Employee~~ whose original check was lost or misplaced, ~~if as~~ requested by the Class Member in writing prior to the void date ~~or Aggrieved Employee before the void date~~.

4.3.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed or cancelled after the void date, or any Aggrieved Employee not otherwise a Participating Class Member whose Individual PAGA Payment check is uncashed or cancelled after the void date, the Administrator shall transmit the funds represented by such checks ~~to~~ Legal Aid at Work, a Court-approved nonprofit organization or foundation consistent with California Code of Civil Procedure Section 384, subd. (b) (“Cy Pres Recipient”). The Parties, Class Counsel, and Defense Counsel represent that they will notify the Administrator as soon as is reasonably practicable if they become aware that they have any ~~have no~~ interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

4.3.4. The payment of an Individual Class Payments and/or Individual PAGA Payment shall not obligate Defendant XYZ to confer any additional benefits or make any additional payments to a Class Member or Aggrieved Employee (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASE OF CLAIMS. Effective on the date when Defendant XYZ fully funds the entire Gross Settlement Amount and ~~e~~Employer Ppayroll Taxes ~~owed on the Wage Portion of the Individual Class Payments~~, Plaintiffs, Class Members, ~~Aggrieved Employees~~, and Class Counsel will release claims against all Released Parties as follows:

5.1. Plaintiffs’ Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Defendant and all other Released Parties from all claims, transactions, or occurrences ~~[that occurred during the Class Period]~~, including, but not limited to: (a) all claims that were, or reasonably could have been alleged, based on the facts contained in the Operative Complaints and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaints and PAGA Notices (“Plaintiffs’ Release”). ~~Plaintiff’s PAGA Notice. (“Plaintiff’s Release.”)~~ Plaintiff’s Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, ~~or~~ workers’ compensation benefits that arose at any time during, or based on occurrences outside, the Class Period or PAGA Period. Plaintiffs acknowledges that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiff’s Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff’s discovery of them.

5.1.1. Plaintiffs’ Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff’s Release, Plaintiffs expressly waives and relinquishes the provisions, rights, and benefits, if any, of Section 1542 of the California Civil Code, which reads:

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.

5.2. Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present spouses, representatives, agents, attorneys, heirs administrators, successors, and assigns, release Defendant and all other Released Parties from all claims that were alleged in or reasonably could have been alleged based on the facts alleged to have occurred during the Class Period, stated in the PAGA Notices or the Operative Complaints.~~and allegations in the Operative Complaint that are alleged to have occurred during the Class Period [including, e.g., “(a) any and all claims involving any alleged failure to pay minimum wage; etc.].~~ Except as set forth in ParagraphSection 5.3 below of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside of the Class Period.

5.3. Release by Aggrieved Employees: All Aggrieved Employees, whether or not such employees are Participating or Non-Participating Class Members, are deemed to release, on behalf of themselves and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, Defendant and all other the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts alleged to have occurred during the PAGA Period as stated and allegations in the Operative and Complaints that are alleged to have occurred during the PAGA Period and the PAGA Notices ~~[including, e.g., “(a) any and all claims involving any alleged failure to pay minimum wage; etc.].~~

6. **MOTION FOR PRELIMINARY APPROVAL.** Class Counsel agrees to~~The Parties agree to jointly~~ prepare and file a motion for preliminary approval of class-action settlement and approval of PAGA settlement (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

6.1. Defendant’s Responsibilities. Within ten (10)_____ days of the full execution of this Agreement, Defendant XYZ will prepare and deliver to Class Counsel a signed Declaration from Defendant XYZ and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and Cy Pres Recipient. In their Declarations, Defense Counsel and Defendant XYZ shall aver that whether they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2. Plaintiffs’ Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining preliminary approval of class-action settlement and approval of PAGA settlement~~Preliminary Approval~~, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under the Dunk/Kullar analysis and a request for approval of the settlement of the

PAGA claims in the Operative Complaints~~PAGA Settlement~~ under California Labor Code Section 2699, subd. (l); (ii) a draft proposed Order Granting the Motion for Preliminary Approval ~~and Approval of PAGA Settlement~~; ~~(iii) a draft proposed Class Notice~~; (iii) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel, or Defense Counsel; (iv) signed declarations from Class Representatives~~Plaintiff~~ confirming their willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, ~~[and/or] the Administrator [and/or the proposed Cy Pres Recipient]~~; (v) a signed declaration from ~~each~~ Class Counsel ~~firm~~ attesting to its competency to represent the Class Members, and its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations PAGA Notice (Cal. Lab. Code § 2699.3 (a)), Operative Complaints (Cal. Lab. Code § 2699(l)(1)), this and the Agreement (Cal. Lab. Code § 2699(l)(2)); and ~~(vii) a redlined version of the Agreement showing all modifications made to the Los Angeles Superior Court’s Model Agreement~~; and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient. In their Declarations, Plaintiffs and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3. Responsibilities of Counsel. Class Counsel ~~is and Defense Counsel are jointly~~ responsible for finalizing and filing the Motion for Preliminary Approval no later than thirty (30) days after the full execution of this Agreement; obtaining a reasonably prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.

6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by conferring in good faith, to resolve the disagreement by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together ~~by meeting in person or by telephone and~~ in good faith to modify the Agreement and otherwise satisfy the Court’s concerns.

7. SETTLEMENT ADMINISTRATION

7.1. Selection of Administrator. The Parties have jointly selected CPT Group— to serve as the Administrator and have verified that, as a condition of appointment, CPT Group — agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of the Administration Expenses Payment. The Parties and their 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.

~~7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.~~

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under U.S. Treasury Regulation Section 468B-1. The Parties agree that the Administrator shall be the “administrator” within the meaning of Treasury Regulation § 1.468B-2(k)(3).

7.3.1. Upon or before establishment of the Settlement Fund Account, the Administrator shall apply for an employer identification number for the Settlement Fund Account utilizing IRS Form SS-4 and in accordance with Treasury Regulation § 1.468B-2(k)(4) and shall provide Defendant with that employer identification number on a properly completed and signed IRS Form W-9. The Administrator shall file or cause to be filed, on behalf of the Settlement Fund Account, all required federal, state, and local tax returns, information returns, including, but not limited to, any Form 1099-series return, and tax withholdings statements, in accordance with the provisions of Treasury Regulation § 1.468B-2(k)(1) and Treasury Regulation § 1.468B-2(1)(2).

7.3.2. Following its payment of the Gross Settlement Amount to the Administrator, Defendant shall have no responsibility, financial obligation, or liability whatsoever with respect to payment of federal, state, and local income, employment, unemployment, excise, and any other Taxes, penalties, interest, or other charges related to Taxes imposed on the Settlement Fund Account or its disbursements, payment of the administrative, legal, accounting, or other costs occasioned by the use or administration of the Settlement Fund Account.

7.4. Notice to Class Members.

~~7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data. Not later than [e.g., 15] days after the Court grants Preliminary Approval, XYZ will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members’ privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to effect and perform under this Agreement. XYZ has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which XYZ must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use~~

~~best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class.~~

7.4.2. ~~No later than fourteen (14) days after receiving the Class Data~~Using best efforts to perform as soon as possible, and in no event later than [14] days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via First-Class United States Postal Service (“USPS”) mail, the Class Notice, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently state the estimated dollar amounts of any Individual Class Payment and Individual PAGA Payment, if applicable, payable to the Class Member, and the number of Workweeks and /or PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Members’ addresses using the National Change of Address database.

7.4.3. Not later than three (3) business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4. The deadlines for Class Members’ written objections, challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the sixty (60) days otherwise provided in the Class Notice for all~~for~~ Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5. If the Administrator, Defendant XYZ, or Class Counsel is contacted by or otherwise discovers any persons whom they believe should have been included in the Class Data and should have received Class Notice, the Parties will promptly expeditiously~~meet and confer- to determine whether to in-person or by telephone, and in good faith, in an effort to agree on whether to~~ include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever occurs~~ever are~~ later.

7.5. Requests for Exclusion (Opt-Outs).

7.5.1. Class Members who wish to exclude themselves from (i.e., opt-out of) the Settlement as it relates to Released Class Claims must send the Administrator, by fax,

email, or mail, a signed written Request for Exclusion not later than the sixty (60) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed)~~Response Deadline~~. A Request for Exclusion is a letter from a Class Member or ~~his/her the Class Member's~~ representative that reasonably communicates the Class Member's election to be excluded from the Settlement as it relates to the Released Class Claims and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the release provisions ~~Participating Class Members' Release~~ under Paragraph 5.2 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment nor have the right to object to the class-action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Final Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6. Challenges to Calculation of Workweeks and PAGA Pay Periods. Each Class Member shall have sixty (60) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed) ~~until the Response Deadline~~ to challenge the number of Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. ~~The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges to the number of Workweeks.~~ In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and PAGA Pay Periods contained in the Class Notice are correct so long as if they are consistent with the Class Data. The Administrator's determination of each Class Member's allocations of

Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide ~~to Defense Counsel and Class Counsel~~ copies of all challenges to the calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination on the challenges.

7.7. Objections to Settlement.

7.7.1. Only Participating Class Members may object to the class-action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payments.

7.7.2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail ~~no later than the Response Deadline. In the alternative,~~ Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present ~~verbal~~ objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than sixty (60) days after the Administrator's mailing of the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice was re-mailed).

7.7.3. Non-Participating Class Members have no right to object to any of the class-action components of the Settlement.

7.8. Administrator Duties. The Administrator has a duty to perform or supervise all tasks to be performed or observed by the Administrator ~~contained set forth~~ in this Agreement or otherwise.

7.8.1. Website, Email Address and Toll-Free Number. ~~The Administrator will establish, maintain, and use a website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Final Approval, and the Judgment.~~ The Administrator will ~~also~~ maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than seven (7)~~[5]~~ days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for each Individual Class Payment and Individual PAGA Payment (“Weekly Report”). The Weekly Report must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4. Workweek and/or PAGA Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5. Administrator’s Declaration. Not later than fourteen (14) days before the date by which Plaintiffs are required to file the Motion for Final Approval, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, attempts to locate Class Members, remailing the Class Notices returned as undelivered, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members,

the total number of Requests for Exclusion from Settlement it received (both valid or invalid), ~~and~~ the number of written objections, and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.

7.8.6. Final Report by Settlement Administrator. Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements to Class Members and Aggrieved Employees, identified by employee identification number only, for all payments made under this Agreement. At least fifteen (15) days before any deadline set by the Court, the Administrator will prepare and submit to Class Counsel and Defense Counsel a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator’s declaration in Court.

8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE. Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there are 2,683 Class Members and 40,958 Workweeks during the Class Period and (2) there are 1,190 Aggrieved Employees who worked 15,386 PAGA Pay Periods during the PAGA Period. To the extent the actual Workweeks is more than 10% greater than Defendant’s estimate, Defendant shall increase the Gross Settlement Amount on a proportional basis for any increase above 10% (i.e., if there

were an eleven percent (11%) increase in the number of Workweeks, Defendant will increase the Gross Settlement Amount by one percent (1%). In the alternative, Defendant may elect to shorten the Class Period to stay within the 10% cushion.

9. **DEFENDANT XYZ'S RIGHT TO WITHDRAW**. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total number of all Class Members, ~~XYZ-Defendant~~ may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that if Defendant XYZ-withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant XYZ-will remain responsible for paying the Administration Expenses Payment for the Administrator's reasonable fees and expenses incurred to that point.all Settlement Administration Expenses incurred to that point Defendant XYZ-must notify Class Counsel and the Court of its election to withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. **MOTION FOR FINAL APPROVAL**. Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the class-action settlement and PAGA settlement that includes a request for approval of the PAGA settlement under California Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a Proposed Judgment (collectively, "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than seven (7) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1. **Response to Objections**. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2. **Duty to Cooperate**. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will ~~expeditiously~~ work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.3. **Continuing Jurisdiction of the Court**. The Parties agree that, after entry of Final Judgment, the Court will retain jurisdiction over the Parties, Actions, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Final~~or~~ Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-judgment matters as are permitted by law.

10.4. Waiver of Right to Appeal. Provided the Final Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, all Participating Class Members who did not object to the Settlement as provided in this Agreement, and all Aggrieved Employees waive all rights to appeal the Final 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 an objector appeals the Final Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Final Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify the Final Judgment. If the reviewing appellate Court vacates, reverses, or modifies the Final Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Final Judgment, sharing, on a 50-50 basis, any additional administration expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payments-, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administrator Expenses Payment ~~or any payments to Class Counsel~~ shall not constitute a material modification to the Agreement within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. AMENDED JUDGMENT. If any amended judgment is required under California Code of Civil Procedure Section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

12. ADDITIONAL PROVISIONS

12.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by XYZ Defendant that any of the allegations in the PAGA Notices or the Operative Complaints have merit or that Defendant XYZ has any liability for any claims asserted; nor should it be interpreted or construed as an admission by Plaintiffs that Defendant XYZ's defenses in the Actions have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason, the Court does not grant Preliminary Approval, Final Approval or enter Final Judgment, Defendant XYZ reserves the right to contest certification of any class for any reasons, and Defendant XYZ reserves all available defenses to the claims in the Actions, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendant XYZ's defenses. The Settlement, this Agreement and Parties' willingness to settle the Actions will have no bearing on, and will not be admissible in

connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendant, and Defense Counsel separately agree that, until the Motion for Preliminary Approval is filed, they and each of them will not disclose, disseminate and/or, publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, DefendantXYZ, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication before the filing of the Motion for Preliminary Approval with any third party regarding this Agreement or the matters giving rise to this Agreement, except to respond only that "the matter was resolved" or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Final Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.4. No Publicity. Class Representatives and Class Counsel agree not to issue a press release or otherwise notify the media about the terms of the settlement or advertise or market any of the terms of the settlement through written, recorded or electronic communications. Plaintiffs and their counsel further agree that, if contacted regarding this case, they will state only that the lawsuit exists and has been resolved. This provision is not intended to, and does not, limit Plaintiffs' counsel from responding to questions from, and providing advice to Class Members, and/or Aggrieved Employees regarding the settlement after court approval is granted.

12.54. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

12.65. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and DefendantXYZ, respectively, 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 reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

12.76. 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 a mediator and/or the Court for resolution.

12.87. 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 any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

12.98. No Tax Advice. Neither Plaintiffs, Class Counsel, ~~Defendant XYZ~~, 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.

12.109. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

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

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

12.132. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation 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.

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

12.154. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by ~~Defendant XYZ~~ 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 ~~California Rules of Court~~ rule of court. Not later than ninety (90) days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff s and Class Counsel shall destroy all paper and electronic versions of Class Data received from Defendant unless,

prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.

12.1~~65~~⁷⁶. 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.

12.1~~76~~⁷⁷. Calendar Days. Unless otherwise specified, 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 ~~bank~~^{legal} holiday, such date or deadline shall be on the first business day thereafter.

12.1~~87~~⁷⁸. 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 follows:

To Plaintiffs and the Class:

MILLS SADAT DOWLAT LLP
Arash Sadat
Camron Dowlathahi
Mir Raza
333 South Hope Street, 40th Floor
Los Angeles, CA 90071
Tel.: (213) 628-3856
E-Mail: arash@msdlawyers.com
camron@msdlawyers.com
mir@msdlawyers.com

NICHOLAS & TOMASEVIC, LLP
Shaun Markley
225 Broadway, UNIT 1900
San Diego, CA 92101
Tel.: (619) 325-0492
E-Mail: SMarkley@nicholaslaw.org

To DefendantXYZ:

ORRICK, HERRINGTON & SUTCLIFFE
Katie Briscoe
400 Capitol Mall, Suite 3000
Sacramento, CA 95814
Tel.: (916) 329-7944
E-Mail: kbriscoe@orrick.com

12.18. Execution in 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.

12.19 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 pursuant to the California Code of Civil Procedure section 583.330, that by the signing of this Agreement the date to bring a case to trial is extended under California Code of Civil Procedure section 583.310 for the entire period of this settlement process.

~~The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.~~

12.20. Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Actions and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

13. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____

Plaintiff Taariq Nassar

Dated: _____

Plaintiff Israel Rios

Dated: _____

Dolly, Inc.

Its Authorized Representative, Ben Edelhart

AS TO FORM ONLY:

Dated: _____

MILLS SADAT DOWLAT LLP

Camron Dowlatshahi

Dated: _____

NICHOLAS & TOMASEVIC, LLP

Shaun Markley

Dated: _____

ORRICK, HERRINGTON & SUTCLIFFE

Katie Briscoe

EXHIBIT 3

CASE NAME: NASSAR v DOLLY, INC.

Requesting Attorney: Shaun Markley
Plaintiff or Defense: Plaintiff
Firm Name: Nicholas & Tomasevic LLP
Telephone: (619) 325-0492
Email: smarkley@nicholaslaw.org

Date: December 1, 2025
Prepared By: Timothy Phillips
 50 Corporate Park, Irvine CA 92606
 Tim@CPTGroup.com
Direct Number: (818) 415-2703
Main Number: (800) 542-0900

PROJECT ASSUMPTIONS & ADMINISTRATIVE COSTS

Class Size: 2,500	Undeliverable Mail Rate: 10%
Opt-Out Filing Rate: 1.5%	Payment Option: Check
No. of Checks Issued: 2,463	Unclaimed Funds: SCO
Language Translation Services: No	Postage Total: \$3,798.98
Settlement Website: No	Grand Total: \$28,560.21
Notice Procedures: Mail	CPT'S DISCOUNTED FEE: \$19,000.00

The services and numbers reflected herein are estimates based on the information provided by counsel at the time of this Bid. If the actual services and numbers are different, our cost estimate will change accordingly. Client expressly acknowledges and agrees that estimated fees and costs may fluctuate and agrees to pay for any such increases to such estimates as if set forth herein.

The attached Terms and Conditions are included as part of and incorporated by reference to our cost proposal. By accepting our cost proposal for this matter, you are thereby agreeing to the Terms and Conditions.

CASE SETUP

After receiving the data, CPT will scrub all records to eliminate duplicates and anomalies; this process is designed to achieve a higher success percentage in delivering the Class Notice. Each Class Member will receive a unique mailing ID that will be utilized for all administrative purposes.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Case Intake & Review	\$95.00	7	\$665.00
Programming: Data Base Setup	\$150.00	7	\$1,050.00
Sub Total:			\$1,715.00

DIRECT MAIL NOTIFICATION

CPT will perform an address update via NCOA and, if necessary, conduct an additional skip trace in order to ensure that mail is delivered to the most current address possible. A detailed notice and one-page exclusion form will be mailed.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Format Documents	\$95.00	2	\$190.00
National Change of Address Search (NCOA)	\$250.00	1	\$250.00
XML Lex ID Skip Trace	\$0.75	250	\$187.50
Print & Mail Notice Packets	\$1.00	2,500	\$2,500.00
First-Class Postage (up to 1 oz.)*	\$0.74	2,500	\$1,850.00
Sub Total:			\$4,977.50

*Postage costs are subject to change at anytime. The final rate will be determined at the time of mailing.

PROCESS RETURNED UNDELIVERABLE MAIL

According to CPT's historical data, 10% of the notices are returned as undeliverable. Upon notification from USPS, CPT performs a skip trace to locate a current address. Typically, 70% of the undeliverable notice packets are eligible for remailing with an updated address.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Clerical Staff	\$60.00	5	\$300.00
Update Undeliverable Mail Database	\$0.50	250	\$125.00
Skip Trace for Best Address	\$0.75	223	\$167.25
Print & Remail Notice Packets	\$1.00	175	\$175.00
First-Class Postage (up to 1 oz.)	\$0.74	175	\$129.50
Sub Total:			\$896.75

OPT-OUT PROCESSING

CPT will thoroughly examine the submissions to identify and remove any duplicates, fraudulent responses, or otherwise invalid submissions. CPT will process and verify opt-outs, objections, and other responses submitted by class members. Deficient responses will be sent a follow-up notice, offering the class member a chance to cure.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: De-duplication/Scrubbing	\$150.00	6	\$900.00
Project Manager: Validate Opt-Outs	\$95.00	1	\$95.00
Clerical Staff	\$60.00	1	\$60.00
Opt-Out Processing	\$2.50	38	\$93.75
Print & Mail Deficiency/Dispute Notices	\$1.50	2	\$3.00
First-Class Postage (up to 1 oz.)	\$0.74	2	\$1.48
Review & Process Deficiency Responses	\$10.00	1	\$10.00
Sub Total:			\$1,163.23

CLASS MEMBER SUPPORT

CPT will establish a toll-free telephone number equipped with interactive voice response (IVR) capabilities and live customer support representatives. Live support will be available during regular business hours, Monday to Friday, 9:00 AM to 5:30 PM, Pacific Time (PT). The dedicated case phone number shall be operational for a maximum of 120 days following the disbursement.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Toll-Free Number Establish/Setup	\$150.00	2	\$300.00
Live Call Center Support Reps.	\$3.00	500	\$1,500.00
Sub Total:			\$1,800.00

SSN VERIFICATION

Authenticate Social Security Number for validity using IRS verification processes and/or IRS backup withholding processes.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: SSN Selection	\$150.00	1	\$150.00
Department Manager: Analysis & Reporting	\$95.00	3	\$285.00
IRS SSN Verification	\$0.10	2,463	\$246.25
Sub Total:			\$681.25

DISTRIBUTION SERVICES

CPT will establish a 26 CFR § 1.468B-1 compliant Qualified Settlement Fund (QSF). Upon Final Approval, CPT will perform the required settlement payment calculations, and once approved by the parties, CPT will issue a (MICR) check to all eligible claimants. CPT will also issue an IRS Form 1099 and/or IRS Form W-2 when applicable. CPT utilizes the bank's Payee Positive Pay to prevent check fraud and performs monthly account reconciliations for the QSF bank account. Undeliverable checks are skip-traced to obtain a current address and are remailed accordingly. Requests for check reissues will be processed throughout the check-cashing period. CPT's administration of the QSF will continue for a maximum duration of one year following the initial distribution of funds.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: Calculation Totals	\$150.00	3	\$450.00
Project Supervisor: Review of Distribution	\$150.00	6	\$900.00
Project Manager: Correspondence w/Parties	\$95.00	3	\$285.00
Programming: Setup & Printing of Checks	\$150.00	4	\$600.00
Obtain EIN, Setup QSF/Bank Account	\$150.00	3	\$450.00
Print & Mail Notice, Checks & W2/1099	\$2.50	2,463	\$6,156.25
First-Class Postage (up to 1 oz.)	\$0.67	2,463	\$1,649.88
Project Supervisor: Account Reconciliation	\$150.00	12	\$1,800.00
Update Undeliverable Checks Database	\$0.50	123	\$61.56
Skip Trace for Best Address	\$1.00	123	\$123.13
Remail Undeliverable Checks	\$2.50	112	\$280.00
First-Class Postage (up to 1 oz.)	\$0.74	112	\$82.88
Re-Issue Checks as Required	\$5.00	99	\$495.00
First-Class Postage (up to 1 oz.)	\$0.74	99	\$73.26
Sub Total:			\$13,406.95

TAX REPORTING & SETTLEMENT CONCLUSION

CPT prepares annual tax reporting on behalf of the QSF and Federal and State taxes in accordance with current state and federal regulations. All parties will be furnished with weekly and final reports. A declaration attesting to due process will be provided to all parties.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Supervisor: Reconcile Uncashed Chk	\$150.00	1	\$150.00
Programming: Weekly & Final Reports	\$150.00	2	\$300.00
Project Supervisor: Final Declaration	\$150.00	2	\$300.00
Project Manager: Account Files Sent to Atty	\$95.00	2	\$190.00
CA Tax Preparation*	\$600.00	1	\$600.00
Annual Tax Reporting to IRS*	\$1,000.00	1	\$1,000.00
QSF Annual Tax Reporting	\$500.00	1	\$500.00
Sub Total:			\$3,040.00

*CPT will file Federal and California taxes in accordance with current state and federal regulations. Additional charges will apply if the Settlement/Order/parties require(s) multiple state tax filings.

SCO ESCHEATMENT PROCESSING

Escheatment Processing to the State Controller Unclaimed Property Division / Uncashed Check Rate 21%			
ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
UPEnterprise Reporting Services	\$0.15	517	\$77.55
Project Manager: Reporting & Remittance	\$95.00	2	\$190.00
Project Supervisor: Review of Report	\$150.00	1	\$150.00
Certified Mail Report to SCO	\$11.98	1	\$11.98
Add'l Account Recons	\$150.00	3	\$450.00
Sub Total:			\$879.53

Total Administration Costs: \$28,560.21

Courtesy Discount: -\$9,560.21

CPT'S DISCOUNTED FLAT FEE: \$19,000.00

TERMS AND CONDITIONS

These Terms and Conditions ("Terms and Conditions") are made a part of, and incorporated by reference into, any Bid presented by CPT Group, Inc. ("CPT") to Client. Each of Client and CPT is a "Party" to this Agreement, and collectively, the "Parties".

1. Definitions.

- a) **"Affiliate"** means a party that partially (at least 50%) or fully controls, is partially or fully controlled by, or is under partial (at least 50%) or full common control with another party.
 - b) **"Agreement"** means these Terms and Conditions and the Bid.
 - c) **"Applicable Laws"** means all applicable local, state and federal laws, ordinances, rules and regulations.
 - d) **"Approved Bank"** means any financial institution that is insured by the Federal Deposit Insurance Corporation.
 - e) **"Bid"** means a proposal, statement of work, order form, and/or schedule for Services (including any and all addendums, exhibits, or amendments thereto) provided by CPT to Client.
 - f) **"Case"** means the case referred to in the attached Bid and/or the particular judicial matter identified by the name of plaintiff(s) and defendant(s) on the caption of the applicable Court Order.
 - g) **"Class"** means Members and putative Members collectively.
 - h) **"Client"** means the party or parties engaging CPT for Services as set forth in the Bid, namely Plaintiff Counsel and/or Defense Counsel.
 - i) **"Confidential Information"** means any non-public information of CPT or Client disclosed by either Party to the other Party, either directly or indirectly, in writing, orally or by inspection of tangible objects, or to which the other Party may have access, which a reasonable person would consider confidential and/or which is marked "confidential" or "proprietary" or some similar designation by the disclosing Party. Confidential Information shall also include the terms of this Agreement, except where this Agreement specifically provides for disclosure of certain items. Confidential Information shall not, however, include the existence of the Agreement or any information which the recipient can establish: (i) was or has become generally known or available or is part of the public domain without direct or indirect fault, action, or omission of the recipient; (ii) was known by the recipient prior to the time of disclosure, according to the recipient's prior written documentation; (iii) was received by the recipient from a source other than the discloser, rightfully having possession of and the right to disclose such information; or (iv) was independently developed by the recipient, where such independent development has been documented by the recipient.
 - j) **"Court Order"** means a legal command or direction issued by a court, judicial office, or applicable administrative body requiring one or more Parties To The Case to carry out a legal obligation pursuant to the Case.
 - k) **"Defendant"** means the named Party and/or Parties in the Case against whom action is brought.
 - l) **"Defense Counsel"** means the attorney(s) of record for the Defendant(s) in the Case.
 - m) **"Intellectual Property Right"** means any patent, copyright, trade or service mark, trade dress, trade name, database right, goodwill, logo, trade secret right, or any other intellectual property right or proprietary information right, in each case whether registered or unregistered, and whether arising in any jurisdiction, including without limitation all rights of registrations, applications, and renewals thereof and causes of action for infringement or misappropriation related to any of the foregoing.
 - n) **"Member"** means an individual who is eligible under the Case or Class to receive a communication about their pending legal rights under the matter and/or designated amount of the Settlement, including the named Plaintiff(s) in the Case and all other putative persons or other parties in the representative action so designated or addressed therein.
 - o) **"Member Content"** means all Member written document communications relating to the Case, including claim forms, opt-out forms, and/or objections, which may contain Member Data.
 - p) **"Member Data"** means proprietary or personal data regarding Members under this Agreement.
 - q) **"Parties To The Case"** shall mean collectively Defendant(s) and Plaintiff(s) as defined in the Settlement Agreement or Court Order.
 - r) **"Plaintiff"** means the named party and/or parties in the Case who are bringing the action.
 - s) **"Plaintiff Counsel"** means the attorney(s) of record for Plaintiff(s) in the Case, and/or upon certification by the Court the attorney(s) of record designated to represent the Class.
 - t) **"Products"** means any and all CPT Services and work product resulting from Services.
 - u) **"Qualified Settlement Fund" or "QSF"** means a bank account established pursuant to U.S. Department of Treasury Regulations §1468B-1.
 - v) **"Service"** means any service rendered by CPT specifically to Client, including, but not limited to: (i) notifications to Members; (ii) setting up a QSF with an Approved Bank; (iii) management of disbursement of funds from the QSF to applicable parties pursuant to the Settlement Agreement; (iv) provision of customer support relating to the Case; (v) management of Case claim forms and correspondence; and/or (vi) any administrative or consulting service.
 - w) **"Settlement Agreement"** means the contract between Parties To The Case to resolve the same, which specifies amounts to be disbursed from the Qualified Settlement Fund to attorneys, CPT, and individual Members.
 - x) **"Settlement Amount"** means the total dollar amount agreed to between Parties To The Case to resolve the Case to mutual satisfaction.
 - y) **"Software"** means any and all of CPT's software applications, including, without limitation, all updates, revisions, bug-fixes, upgrades, and enhancements thereto.
 - z) **"Transmission Methods"** means the secure authorized manner to send Member Data and/or Wire Information as specified on a schedule or exhibit hereto.
 - aa) **"Term"** means the period commencing on the date set forth on the Bid and continuing until the date of final judgment (if a settlement) or upon completion of all Services as set forth in the Bid.
 - bb) **"Wire Information"** means instructions for (i) Defense Counsel to transfer funds from Defendant to the Qualified Settlement Fund or (ii) CPT to transfer funds from the Qualified Settlement Fund to applicable parties pursuant to the Settlement Agreement.
2. **Client Obligations.** Client will ensure that it has obtained all necessary consents and approvals for CPT to access and use Member Data for the purposes permitted under this Agreement and shall only transmit Member Data and/or Wire Information to CPT via the Transmission Methods. Client shall use and maintain appropriate administrative, technical, and physical safeguards designed to protect Member Data provided under this Agreement. Client further warrants that any Member Data, Wire Information, or other content, data, materials or information it transmits shall be free of viruses, worms, Trojan horses, or other harmful or disabling codes which could adversely affect Member Data and/or CPT. If Client is in breach of this section, CPT may suspend Services, in addition to any other rights and remedies CPT may have at law or in equity.
3. **CPT Obligations.** CPT will (i) maintain appropriate safeguards designed to protect Member Data, including regular back-ups, security and incident response protocols, and (ii) not access or disclose Member Data except (A) as compelled by law, (B) to prevent or address service or technical issues, (C) in accordance with this Agreement or the provisions of the Settlement Agreement, or (D) if otherwise permitted by Parties To The Case, Members, Plaintiff Counsel or Defense Counsel as applicable.
4. **Security.** Client and CPT shall each use reasonable administrative, technical, and physical safeguards that are reasonably designed to: (a) protect the security and confidentiality of any Member Data in its possession or control under this Agreement; (b) protect against any anticipated threats or hazards to the security or integrity of such Member Data; (c) protect against unauthorized access to or use of such Member Data that could result in substantial harm or inconvenience to any individual; and (d) protect against unauthorized access to or use of such Member Data in connection with its disposal.
- a) **Incident Notification.** In the event a Party discovers that Member Data relating to the Case is the subject of (i) any unauthorized acquisition, loss, access or use and/or (ii) an actual or suspected breach concerning such Party's systems (items (i) and/or (ii) a **"Security Incident"**), or a Party has a reasonable belief that a Security Incident has occurred or is at risk of occurring, such Party will promptly but no later than forty-eight (48) hours of its discovery of such circumstances, inform the other Parties in the event of such Security Incident, and shall utilize best efforts to assist the other Parties to mitigate the effects of such Security Incident.
- b) **Response Procedures.** In the event of a Security Incident, the breached party shall (i) cooperate with any reasonable investigation concerning the Security Incident by the other Parties, regulators and/or law enforcement; and (ii) cooperate with the other Parties to comply with Applicable Laws concerning such Security Incident, including any notification to affected individuals. The Parties acknowledge that the breached party in any Security Incident shall be the Party responsible for

- any and all remedies and costs under Applicable Laws concerning such Security Incident, unless such breach occurred due to another Party's actions hereunder, in which instance such party shall be comparatively responsible for all remedies and costs. In no event will any Party serve notice or otherwise publicize a Security Incident without the prior written consent of the other Parties. The Parties shall reasonably cooperate and coordinate with each other to respond to the Security Incident, including with regard to the content of notification to affected individuals.
6. Qualified Settlement Fund Account. When the Case has a Settlement Amount CPT shall be authorized to establish one or more QSF bank accounts at an Approved Bank if and as applicable to the Services as set forth in the Bid. The amounts held at the Approved Bank under this Agreement are at the sole risk of Defendant. Without limiting the generality of the foregoing, CPT shall have no responsibility or liability for any diminution of the funds that may result from the deposit thereof at the Approved Bank, including deposit losses, credit losses, or other claims made against the Approved Bank. It is acknowledged and agreed that CPT has acted reasonably and prudently in depositing funds at an Approved Bank, and CPT is not required to conduct diligence or make any further inquiries regarding such Approved Bank.
 7. Fees and Payment. Pricing for Services is as stated on the Bid, and Client agrees to pay CPT in the amounts set forth on the Bid. Client will be invoiced per the schedule set forth in the Bid, and payment of fees will be due within 30 days after the date of the invoice, except where the Bid or terms of the Settlement Agreement or Court Order expressly prescribes other payment dates. All fees set forth in a Bid are in U.S. dollars, must be paid in U.S. dollars, and are exclusive of taxes and applicable transaction processing fees. Late payments hereunder will incur a late charge of 1.5% per month (or the highest rate allowable by law, whichever is lower) on the outstanding balance from the date due until the date of actual payment, which such late charge(s) may be charged against the QSF account if incurred in connection with Services provided pursuant to administration of a settlement. In addition, Services are subject to suspension for failure to timely remit payment therefor. If travel is required to effect Services, Client shall reimburse CPT for pre-approved, reasonable expenses arising from and/or relating to such travel, including, but not limited to, airfare, lodging, meals, and ground transportation. In connection with CPT's administration of a QSF, unless otherwise stated in the Settlement Agreement or Court Order concerning disbursement of unclaimed funds in the QSF account, CPT reserves the right, after one (1) year of issuance of disbursements to Members, to classify any remaining balance in such QSF account as additional administrative fees payable to CPT until such time as the QSF account balance becomes zero (\$0.00), and thereafter close such account. Client is aware that CPT may receive financial benefits, including discounts on certain banking services and competition for services that ensure eligibility for FDIC deposit insurance or in connection with the establishment of QSF accounts. Client agrees that any such financial benefit may be retained by CPT as additional compensation for CPT's services.
 8. Term and Termination.
 - a) Term. The Term is set forth in the Bid. The Agreement may be renewed by mutual written agreement of the parties.
 - b) Termination for Cause. Either Party may immediately terminate this Agreement if the other Party materially breaches its obligations hereunder, and, where capable of remedy, such breach has not been materially cured within forty-five (45) days of the breaching Party's receipt of written notice describing the breach in reasonable detail.
 - c) Bankruptcy Events. A Party may immediately terminate this Agreement if the other Party: (i) has a receiver appointed over it or over any part of its undertakings or assets; (ii) passes a resolution for winding up (other than for a bona fide scheme of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect and such order is not discharged or stayed within ninety (90) days; or (iii) makes a general assignment for the benefit of its creditors.
 - d) Effect of Termination. Immediately following termination of this Agreement, upon written request, Member Data may be retrieved via the secure FTP site in the same format in which the Member Data was originally input into the Software, at no additional charge. Alternatively, Member Data can be returned in a mutually agreed format at a scope and price to be agreed upon. CPT will maintain a copy of Member Data and Member Content for no more than four (4) years following the date of the final check cashing deadline for Members under the Settlement Agreement, after which time any Member Data and Member Content not retrieved will be destroyed.
 - e) Final Payment. If Client terminates this Agreement due to Section "Termination", Client shall pay CPT all fees owed through the termination date. If CPT terminates the Agreement in accordance with Section "Termination," Client shall pay CPT all fees invoiced through the termination date, plus all fees remaining to be invoiced during the Term, less any costs CPT would have incurred had the Agreement not been terminated.
 9. Confidentiality. Each Party agrees: (i) not to disclose any Confidential Information to any third parties except as mandated by law and except to those subcontractors of CPT providing Products hereunder who agree to be bound by confidentiality obligations no less stringent than those set forth in this Agreement; (ii) not to use any Confidential Information for any purposes except carrying out such Party's rights and responsibilities under this Agreement; and (iii) to keep the Confidential Information confidential using the same degree of care such Party uses to protect its own confidential information; provided, however, that such Party shall use at least reasonable care. These obligations shall survive termination of this Agreement.
 - a) Compelled Disclosure. If receiving Party is compelled to disclose any Confidential Information by judicial or administrative process or by other requirements of law, such Party shall (i) promptly notify the other Party, (ii) reasonably cooperate with the other Party in such Party's efforts to prevent or limit such compelled disclosure and/or obtain confidential treatment of the items requested to be disclosed, and (iii) shall disclose only that portion of such information which each Party is advised by its counsel in writing is legally required to be disclosed.
 - b) Remedies. If either Party breaches any of its obligations with respect to confidentiality or the unauthorized use of Confidential Information hereunder, the other Party shall be entitled to seek equitable relief to protect its interest therein, including but not limited to, injunctive relief, as well as monetary damages.
 10. Intellectual Property. CPT retains all right, title and interest (including, without limitation, all Intellectual Property Rights) in and to the Products. CPT does not claim any ownership rights to Member Data.
 11. Indemnification. Client agrees to indemnify, defend, and hold harmless CPT, its Affiliates, and the respective officer, directors, consultants, employees, and agents of each (collectively, "**Covered CPT Parties**") from and against any and all third party claims and causes of action, as well as related losses, liabilities, judgments, awards, settlements, damages, expenses and costs (including reasonable attorney's fees and related court costs and expenses) (collectively, "**Damages**") incurred or suffered by CPT which directly relate to or directly arise out of (i) Client's breach of this Agreement; (ii) CPT's performance of Services hereunder; (iii) the processing and/or handling of any payment by CPT; (iv) any content, instructions, information or Member Data provided by Client to CPT in connection with the Services provided by CPT hereunder. The foregoing provisions of this section shall not apply to the extent the Damages relate to or arise out of CPT's willful misconduct. To obtain indemnification, indemnitee shall: (i) give written notice of any claim promptly to indemnitor; (ii) give indemnitor, at indemnitor's option, sole control of the defense and settlement of such claim, provided that indemnitor may not, without the prior consent of indemnitee (not to be unreasonably withheld), settle any claim unless it unconditionally releases indemnitee of all liability; (iii) provide to indemnitor all available information and assistance; and (iv) not take any action that might compromise or settle such claim.
 12. Warranties. Each Party represents and warrants to the other Party that, as of the date hereof: (i) it has full power and authority to execute and deliver the Agreement; (ii) the Agreement has been duly authorized and executed by an appropriate employee of such Party; (iii) the Agreement is a legally valid and binding obligation of such Party; and (iv) its execution, delivery and/or performance of the Agreement does not conflict with any agreement, understanding or document to which it is a party. CPT WARRANTS THAT ANY AND ALL SERVICES PROVIDED BY IT HEREUNDER SHALL BE PERFORMED IN A PROFESSIONAL MANNER CONSISTENT WITH PREVAILING INDUSTRY STANDARDS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, CPT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE
 13. Liability.
 - a) Liability Cap. EXCEPT FOR A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, WILL BE LIMITED TO THE TOTAL FEES PAID OR PAYABLE BY CLIENT AND/OR THE PARTIES TO THE CASE TO CPT HEREUNDER. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT EXPAND SUCH LIMIT. THE PARTIES ACKNOWLEDGE THAT THE FEES AGREED UPON BETWEEN CLIENT AND CPT ARE BASED IN PART ON THESE LIMITATIONS, AND THAT THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ANY ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING LIMITATION SHALL NOT APPLY TO A PARTY'S PAYMENT OBLIGATIONS UNDER THE AGREEMENT.
 - b) Exclusion of Consequential Damages. NEITHER PARTY WILL BE LIABLE FOR LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITIES, LOSS OF DATA, INTERRUPTION OF BUSINESS, OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT,

REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. Communications. CPT may list Client's name and logo alongside CPT's other clients on the CPT website and in marketing materials, unless and until Client revokes such permission. CPT may also list the Case name and/or number, and certain Qualified Settlement Fund information, on the CPT website and in marketing materials, unless stated otherwise in the Settlement Agreement.
15. Miscellaneous Provisions.
- a) Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of California and the federal laws of the United States of America, without regard to conflict of law principles. CPT and Client agree that any suit, action or proceeding arising out of, or with respect to, this Agreement or any judgment entered by any court in respect thereof shall be brought exclusively in the state or federal courts of the State of California located in the County of Orange, and each of CPT and Client hereby irrevocably accepts the exclusive personal jurisdiction and venue of those courts for the purpose of any suit, action or proceeding.
 - b) Force Majeure. Neither Party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including without limitation acts of war, acts of God, earthquake, flood, weather conditions, embargo, riot, epidemic, acts of terrorism, acts or omissions of vendors or suppliers, equipment failures, sabotage, labor shortage or dispute, governmental act, failure of the Internet or other acts beyond such Party's reasonable control, provided that the delayed Party: (i) gives the other Party prompt notice of such cause; and (ii) uses reasonable commercial efforts to correct promptly such failure or delay in performance.
 - c) Counterparts. This Agreement may be executed in any number of counterparts and electronically, each of which shall be an original but all of which together shall constitute one and the same instrument.
 - d) Entire Agreement. This Agreement contains the entire understanding of the parties in respect of its subject matter and supersedes all prior agreements and understandings (oral or written) between the Parties with respect to such subject matter. The schedules and exhibits hereto constitute a part hereof as though set forth in full herein.
 - e) Modifications. Any modification, amendment, or addendum to this Agreement must be in writing and signed by the Parties.
 - f) Assignment. Neither Party may assign this Agreement or any of its rights, obligations, or benefits hereunder, by operation of law or otherwise, without the other Party's prior written consent; provided, however, either Party, without the consent of the other Party, may assign this Agreement to an Affiliate or to a successor (whether direct or indirect, by operation of law, and/or by way of purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of such Party, where the responsibilities or obligations of the other Party are not increased by such assignment and the rights and remedies available to the other Party are not adversely affected by such assignment. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and permitted assigns.
 - g) No Third-Party Beneficiaries. The representations, warranties, and other terms contained herein are for the sole benefit of the Parties hereto and their respective successors and permitted assigns and shall not be construed as conferring any rights on any other persons.
 - h) Statistical Data. Without limiting the confidentiality rights and Intellectual Property Rights protections set forth in this Agreement, CPT has the perpetual right to use aggregated, anonymized, and statistical

data ("**Statistical Data**") derived from the operation of the Software, and nothing herein shall be construed as prohibiting CPT from utilizing the Statistical Data for business and/or operating purposes, provided that CPT does not share with any third-party Statistical Data which reveals the identity of Client, Client's Class Members, or Client's Confidential Information.

- i) Export Controls. Client understands that the use of CPT's Products is subject to U.S. export controls and trade and economic sanctions laws and agrees to comply with all such Applicable Laws, including the Export Administration Regulations maintained by the U.S. Department of Commerce and the trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control.
- j) Severability. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, such provision shall be changed by the court or by the arbitrator and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of this Agreement shall remain in full force and effect.
- k) Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by electronic delivery, or mailed by registered or certified mail, return receipt requested and postage prepaid to the address for the other Party as set forth on the Bid or at such other address as may hereafter be furnished in writing by either Party hereto to the other Party. Such notice will be deemed to have been given as of the date it is delivered, if by personal delivery; the next business day, if deposited with an overnight courier; upon receipt of confirmation of electronic delivery (if followed up by such registered or certified mail); and five days after being so mailed.
- l) Independent Contractors. Client and CPT are independent contractors, and nothing in this Agreement shall create any partnership, joint venture, agency, franchise, sales representative or employment relationship between Client and CPT. Each Party understands that it does not have authority to make or accept any offers or make any representations on behalf of the other. Neither Party may make any statement that would contradict anything in this section.
- m) Subcontractors. CPT may use subcontractors to perform Client-specific Services; provided, however, that CPT shall be responsible for its subcontractors' performance of Services under this Agreement.
- n) Headings. The headings of the sections of this Agreement are for convenience only, do not form a part hereof, and in no way limit, define, describe, modify, interpret, or construe its meaning, scope or intent.
- o) Waiver. No failure or delay on the part of either Party in exercising any right, power or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise or the exercise of any other right, power, or remedy.
- p) Acceptance. If, when requested in writing by Client, CPT then provides any Service to Client, whether or not such Services were specified in the original Bid, these Terms and Conditions shall apply to the provision of such Services and be deemed accepted and approved by Client concerning such Services.
- q) Survival. Sections of the Agreement intended by their nature and content to survive termination of the Agreement shall so survive.

EXHIBIT 4