

Kane Moon (SBN 249834)
E-mail: kmoon@moonlawgroup.com
Lilit Ter-Astvatsatryan (SBN 320389)
E-mail: lilit@moonlawgroup.com
Nichelle Christopherson (SBN 349221)
E-mail: nchristopherson@moonlawgroup.com
MOON LAW GROUP, PC
725 S. Figueroa St., 31st Floor
Los Angeles, CA 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

Attorneys for Plaintiff ALEXIS T. BROWN

Laura C. McHugh (SBN 180930)
laura@dugganmchugh.com
Katie A. Collins (SBN 309475)
katie@dugganmchugh.com
DUGGAN MCHUGH LAW CORPORATION
641 Fulton Avenue, Suite 100
Sacramento, CA 95825
Phone: (916) 550-5309

Attorneys for Defendant PARATRANSIT, INC.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

ALEXIS T. BROWN, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

PARATRANSIT, INC., a California corporation;
and DOES 1 through 10, inclusive,

Defendants

Case No.: 23CV003960

*[Assigned for All Purposes to the Honorable Jill
Talley, Department 23]*

**CLASS ACTION AND PAGA SETTLEMENT
AGREEMENT**

Complaint Filed: June 29, 2023
FAC Filed: September 19, 2023
Trial Date: Not Set

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Settlement Agreement” or “Agreement”) is made by and between Plaintiff ALEXIS T. BROWN (“Plaintiff”) and Defendant PARATRANSIT, INC. (“Defendant” or “Paratransit”) (Plaintiff and Defendant collectively referred to as the “Parties”).

1. **DEFINITIONS.**

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Alexis T. Brown v. Paratransit, Inc., LLC*, Case No.: 23CV003960, initiated on June 29, 2023 and pending in the Superior Court of the State of California, County of Sacramento.
- 1.2. “Administrator” means ILYM, Inc., 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 in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means all persons who worked for Defendant as non-exempt employees in the State of California at any time during the PAGA Period.
- 1.5. “Class” means all persons who worked for Defendant as non-exempt employees in the State of California at any time during the Class Period.
- 1.6. “Class Counsel” means Moon Law Group, PC.
- 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 Action.
- 1.8. “Class Data” means Class Member identifying information in Defendant’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).

1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address (“NCOA”) 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 unless otherwise agreed by the Parties, attached as **Exhibit A** and incorporated by reference into this Agreement. The Parties, through counsel, may agree to modifications to the Class Notice required to correct errors or effectuate changes required by the Court without the need to amend this Agreement, and the revised Class Notice shall be incorporated herein in place of the original **Exhibit A**.

1.12. “Class Period” means the period from October 10, 2021 to May 18, 2025.

1.13. “Class Representative” means the named Plaintiff in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative.

1.14. “Class Representative Enhancement Payment” means the payment to 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 Sacramento.

1.16. “Defendant” means named Defendant Paratransit, Inc.

1.17. “Defense Counsel” means Duggan McHugh Law Corporation.

1.18. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its order granting final approval of the Settlement; and (b) the Judgment is 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 Member objects to the Settlement, the day after the deadline for filing a notice for appeal from the Judgment; or 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 Hearing” means the Court’s hearing on the motion for final approval of the Settlement.

1.20. “Gross Settlement Amount” means \$264,999.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraphs 3.1 and 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Enhancement Payment and the Administration Expenses Payment.

1.21. “Individual Class Payment” means 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.

1.22. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.23. “Judgment” means the judgment entered by the Court based upon the Final Approval.

1.24. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled under Labor Code § 2699(i).

1.25. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code § 2699(i).

1.26. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Enhancement Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

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

- 1.28. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.29. “PAGA Period” means the period from June 24, 2022 to May 18, 2025.
- 1.30. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.31. “PAGA Notice” means Plaintiff’s June 24, 2023 letter to Defendant and the LWDA providing notice pursuant to Labor Code § 2699.3(a).
- 1.32. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$5,000.00) and the 75% to LWDA (\$15,000.00) in settlement of PAGA claims.
- 1.33. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Class portion of the Settlement.
- 1.34. “Plaintiff” means Alexis T. Brown, the named plaintiff in the Action.
- 1.35. “Preliminary Approval” means the Court’s order granting preliminary approval of the Class portion of the Settlement.
- 1.36. “Preliminary Approval Order” means the proposed order granting preliminary approval of the Class portion of the Settlement.
- 1.37. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.38. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.39. “Released Parties” means: Defendant Paratransit, Inc., as well as Defendant’s present and former owners, officers, shareholders, directors, agents, members, managers, employees, attorneys, insurers, parent companies, successors, affiliates or subsidiaries, and assigns.
- 1.40. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.41. "Response Deadline" means 60 days after the Administrator mails Notice to Class Members and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Class portion of the Settlement, or (b) fax, email, or mail his or her

Objection to the Settlement. The Response Deadline for Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall be extended by 14 calendar days beyond the original Response Deadline.

1.42. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.43. “Workweek” means any week during which a Class Member worked for Defendant at least one day, during the Class Period.

2. RECITALS.

2.1. On June 29, 2023, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for (1) Failure to Pay Minimum Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197); (2) Failure to Pay Overtime Compensation (Cal. Lab. Code §§ 1194 and 1198); (3) Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512); (4) Failure to Authorize and Permit Rest Breaks (Cal. Lab. Code §§ 226.7); (5) Failure to Indemnify Necessary Business Expenses (Cal. Lab. Code § 2802); (6) Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203); (7) Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226); and (8) Unfair Business Practices (Cal. Bus. & Prof. Code § 17200, *et seq.*). On September 19, 2023, Plaintiff filed a First Amended Complaint against Defendant adding a cause of action for civil penalties under Private Attorney General Act (“PAGA”) (the “Operative Complaint”). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged. Further, the Court granted Defendant adjudication of Plaintiff’s causes of action for failure to provide meal periods and failure to indemnify necessary business expenses.

2.2. Pursuant to Labor Code § 2699.3(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.3. On March 19, 2025, the Parties participated in an all-day mediation presided over by experienced wage and hour mediator, Brandon McKelvey, Esq., which culminated in an agreement to settle this Action.

2.4. Prior to mediation, Plaintiff obtained, through informal discovery, electronic time and pay records, policy documents, and data about the class. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal. App. 4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129-130 (2008) ("*Dunk/Kullar*").

2.5. The Court has not granted class certification.

2.6. 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 extinguished or affected by the Settlement.

3. **MONETARY TERMS.**

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay \$264,999.00 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount or any payroll taxes prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount 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 specified by the Court in the Final Approval:

3.2.1. To Plaintiff: Class Representative Enhancement Payment to the Class Representative of not more than \$7,500.00 (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 Plaintiff's request for a Class Representative Enhancement Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative

Enhancement Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Enhancement Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Enhancement Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 1 / 3 %, which is currently estimated to be \$88,333.00 and a Class Counsel Litigation Expenses Payment of not more than \$25,000.00. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 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 allocate the remainder to 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 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 harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administration Expenses Payment not to exceed \$15,000.00 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 \$15,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. 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 each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. 10% 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 90% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). 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.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Workweeks of Non-Participating Class Members are not included in the calculation of payments to Participating Class Members and therefor have no effect on the calculation of Individual Class Payments paid from the Net Settlement Amount.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$20,000.00 to be paid from the Gross Settlement Amount, with 75% (\$15,000.00) allocated to the LWDA PAGA Payment and 25% (\$5,000.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$5,000.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the

1 result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved
2 Employees assume full responsibility and liability for any taxes owed on
3 their Individual PAGA Payment.

4 3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the
5 Administrator will allocate the remainder to the Net Settlement Amount. The
6 Administrator will report the Individual PAGA Payments on IRS 1099-
7 MISC Forms.

8 **4. SETTLEMENT FUNDING AND PAYMENTS.**

9 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records
10 to date, Defendant estimates there are 210 Class Members who collectively worked a total
11 of 10,400 Workweeks during the Class Period, and approximately 194 Aggrieved
12 Employees who worked a total of 4,820 PAGA Pay Periods during the PAGA Period.

13 4.2. Class Data. Not later than 21 days after the Court grants Preliminary Approval of the
14 Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a
15 Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator
16 must maintain the Class Data in confidence, use the Class Data only for purposes of this
17 Settlement and for no other purpose, and restrict access to the Class Data to Administrator
18 employees who need access to the Class Data to effect and perform under this Agreement.
19 Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the
20 Class Data omitted class member identifying information and to provide corrected or
21 updated Class Data as soon as reasonably feasible. Without any extension of the deadline
22 by which Defendant must send the Class Data to the Administrator, the Parties and their
23 counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve
24 any issues related to missing or omitted Class Data.

25 4.3. Funding of Gross Settlement Amount. Defendant shall fund the Gross Settlement Amount
26 in three equal installments: the first payment of \$88,333.00 shall be made by March 15,
27 2026, or 30 days after the Court's Order finally approving the Settlement, whichever date is
28 later; the second payment of \$88,333.00 shall be made by September 15, 2026, or six months

1 following the date of the first installment payment, whichever date is later; and, the third and
2 final payment of \$88,333.00 shall be made by March 15, 2027, or one year following the
3 date of the first installment payment, whichever date is later. The Parties agree that the
4 Settlement Administrator shall begin distributing settlement payments on a rolling basis as
5 each installment payment is received from Defendant. The Administrator is authorized to
6 issue partial distributions in accordance with the proportionate share of the Gross Settlement
7 Amount received, and shall continue to make subsequent distributions as additional funds
8 are received, until the entire Gross Settlement Amount has been distributed.

9 4.4. Payments from the Gross Settlement Amount. Within seven (7) calendar days of each
10 installment by the Defendant of the Gross Settlement Amount, the Administrator will mail
11 checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA
12 PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment,
13 the Class Counsel Litigation Expenses Payment, and the Class Representative Enhancement
14 Payment.

15 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
16 Individual PAGA Payments and send them to the Class Members via First Class
17 U.S. Mail, postage prepaid. The face of each check shall prominently state the date
18 (not less than 180 days after the date of mailing) when the check will be voided. The
19 Administrator will cancel all checks not cashed by the void date. The Administrator
20 will send checks for Individual Settlement Payments to all Participating Class
21 Members (including those for whom Class Notice was returned undelivered). The
22 Administrator will send checks for Individual PAGA Payments to all Aggrieved
23 Employees including Non-Participating Class Members who qualify as Aggrieved
24 Employees (including those for whom Class Notice was returned undelivered). The
25 Administrator may send Participating Class Members a single check combining the
26 Individual Class Payment and the Individual PAGA Payment. Before mailing any
27 checks, the Settlement Administrator must update the recipients' mailing addresses
28 using the NCOA database.

1 4.4.2. Administration of Taxes by the Settlement Administrator. The Settlement
2 Administrator will be responsible for issuing to Plaintiff, Participating Class
3 Members, and Class Counsel any W-2, 1099, or other tax forms as may be required
4 by law for all amounts paid pursuant to this Settlement. The Settlement
5 Administrator will also be responsible for forwarding all payroll taxes and penalties
6 to the appropriate government authorities.

7 4.4.3. Tax Liability. Defendant makes no representation as to the tax treatment or legal
8 effect of the payments called for hereunder, and Plaintiff and Participating Class
9 Members are not relying on any statement, representation, or calculation by
10 Defendant or by the Settlement Administrator in this regard. Plaintiff and
11 Participating Class Members understand and agree that they will be solely
12 responsible for the payment of any taxes and penalties assessed on the payments
13 described herein. Defendant's share of any employer payroll taxes and other required
14 employer withholdings due on the Individual Settlement Payments, including, but
15 not limited to, Defendant's FICA and FUTA contributions, shall be paid separate
16 and apart from the Gross Settlement Amount.

17 4.4.4. The Administrator must conduct a Class Member Address Search for all other Class
18 Members whose checks are returned undelivered without a United States Postal
19 Service ("USPS") forwarding address. Within 7 days of receiving a returned check
20 the Administrator must re-mail checks to the USPS forwarding address provided or
21 to an address ascertained through the Class Member Address Search. The
22 Administrator need not take further steps to deliver checks to Class Members whose
23 re-mailed checks are returned as undelivered. The Administrator shall promptly
24 send a replacement check to any Class Member whose original check was lost or
25 misplaced, requested by the Class Member prior to the void date.

26 4.4.5. For any Class Member whose Individual Class Payment check or Individual PAGA
27 Payment check is uncashed and cancelled after the void date, the Administrator shall
28 transmit the funds represented by such checks to the California Controller's

Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure § 384(b).

4.4.6. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS.

Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, and the Court enters a Judgment on its order granting final approval of the Settlement, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1. Plaintiff's Release.

5.1.1. Scope of Plaintiff's Release. Plaintiff and her former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from any and all claims, rights, demands, liabilities, and causes of action, whether known or unknown, arising from, or related to the Plaintiff's employment with or separation from Defendant through the Release Period, including a California Civil Code Section 1542 waiver.

5.1.2. Plaintiff's Waiver of Rights Under California Civil Code § 1542. For purposes of Plaintiff's Release, Plaintiff 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: The claims released by Class Members, other than those who submit requests for exclusion (the "Released Class Claims") are all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the

Operative Complaint in the Lawsuit during the Class Period. The Released Parties shall include Defendant, as well as Defendant's present and former owners, officers, shareholders, directors, agents, members, managers, employees, attorneys, insurers, parent companies, successors, affiliates or subsidiaries, and assigns.

5.3 Release by Class Members Who Are Aggrieved Employees: Plaintiff and Aggrieved Employees release the PAGA claims asserted pled in the Operative Complaint and the PAGA Notice, or that could have been reasonably pled based on the factual allegations pled in the Operative Complaint and the PAGA Notice, on behalf of all hourly non-exempt persons employed by Defendant in California for the PAGA Period.

6. MOTION FOR PRELIMINARY APPROVAL.

Plaintiff agrees to prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for preliminary approvals, to the extent the Court maintains such a checklist.

6.1. Defendant's Declaration in Support of Preliminary Approval. Within fourteen (14) days of the full execution of this Agreement, Defendant shall notify Class Counsel identifying any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. Alternatively, if such other actions are filed between the execution of this Agreement and the filing of the Motion for Preliminary Approval and become known to Defendant and/or Defense Counsel, Defense Counsel will advise Class Counsel.

6.2. Plaintiff's Responsibilities. Plaintiffs will prepare and file documents necessary for obtaining 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 *Dunk/Kullar* and a request for approval of the Settlement under Labor Code § 2699(f)(2)); (ii) a draft proposed order granting preliminary approval and approval of the Settlement; (iii) a draft proposed Class Notice; (iv) 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 Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members or the Administrator; and, (vi) a signed declaration from Class Counsel attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents and, all facts relevant to any actual or potential conflict of interest with Class Members or the Administrator. 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 or disclose the existence of any such pending matters. Alternatively, if such other actions are filed between the execution of this Agreement and the filing of the Motion for Preliminary Approval and become known to Class Counsel, Class Counsel will advise Defense Counsel.

6.3. Responsibilities of Counsel. Class Counsel are responsible for expeditiously finalizing and filing the Motion for Preliminary Approval; obtaining a 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 Order to the Administrator.

6.4. Duty to Cooperate. 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 on behalf of the Parties 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 ILYM, Inc., to serve as the Administrator and verified that, as a condition of appointment, ILYM, Inc., agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this

1 Agreement in exchange for payment of Administration Expenses. The Parties and their
2 Counsel represent that they have no interest or relationship, financial or otherwise, with the
3 Administrator other than a professional relationship arising out of prior experiences
4 administering settlements.

5 7.2. Employer Identification Number. The Administrator shall have and use its own Employer
6 Identification Number for purposes of calculating payroll tax withholdings and providing
7 reports state and federal tax authorities.

8 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
9 the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation §
10 468B-1.

11 7.4. Notice to Class Members.

12 7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator
13 shall notify Class Counsel that the list has been received and state the number of
14 Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class
15 Data.

16 7.4.2. Using best efforts to perform as soon as possible, and in no event later than fourteen
17 (14) days after receiving the Class Data, the Administrator will send to all Class
18 Members identified in the Class Data, via first-class USPS mail, the Class Notice
19 substantially in the form attached to this Agreement as **Exhibit A**. The first page of
20 the Class Notice shall prominently estimate the dollar amounts of each Individual
21 Class Payment and/or Individual PAGA Payment payable to the Class Member
22 and/or Aggrieved Employee, and the number of Workweeks and PAGA Pay Periods
23 (if applicable) used to calculate these amounts. Before mailing Class Notices, the
24 Administrator shall update Class Member addresses using the NCOA database.

25 7.4.3. Not later than 3 business days after the Administrator’s receipt of any Class Notice
26 returned by the USPS as undelivered, the Administrator shall re-mail the Class
27 Notice using any forwarding address provided by the USPS. If the USPS does not
28 provide a forwarding address, the Administrator shall conduct a Class Member

1 Address Search, and re-mail the Class Notice to the most current address obtained.
2 The Administrator has no obligation to make further attempts to locate or send Class
3 Notice to Class Members whose Class Notice is returned by the USPS a second time.

4 7.4.4. The deadlines for Class Members' written objections, challenges to Workweeks and
5 Requests for Exclusion will be extended an additional 14 days beyond the 60 days
6 otherwise provided in the Class Notice for all Class Members whose notices are re-
7 mailed. The Administrator will inform the Class Member of the extended deadline
8 with the re-mailed Class Notice.

9 7.4.5. If the Administrator, Defendant or Class Counsel is contacted by or otherwise
10 discovers any persons who believe they should have been included in the Class Data
11 and should have received Class Notice, the Parties will expeditiously meet and
12 confer in person or by telephone, and in good faith in an effort to agree on whether
13 to include them as Class Members. If the Parties agree, such persons will be Class
14 Members entitled to the same rights as other Class Members, and the Administrator
15 will send, via email or overnight delivery, a Class Notice requiring them to exercise
16 options under this Agreement not later than 14 days after receipt of Class Notice, or
17 the deadline dates in the Class Notice, which ever are later.

18 7.5. Requests for Exclusion (Opt-Outs).

19 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class portion of the
20 Settlement must send the Administrator, by fax, email, or mail, a signed written
21 Request for Exclusion not later than 60 days after the Administrator mails the Class
22 Notice (plus an additional 14 days for Class Members whose Class Notice is re-
23 mailed). A Request for Exclusion is a letter from a Class Member or his/her
24 representative that reasonably communicates the Class Member's election to be
25 excluded from the Class portion of the Settlement and includes the Class Member's
26 name, address and email address or telephone number. To be valid, a Request for
27 Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

28 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails

1 to contain all the information specified in the Class Notice. The Administrator shall
2 accept any Request for Exclusion as valid if the Administrator can reasonably
3 ascertain the identity of the person as a Class Member and the Class Member's desire
4 to be excluded. The Administrator's determination shall be final and not appealable
5 or otherwise susceptible to challenge. If the Administrator has reason to question
6 the authenticity of a Request for Exclusion, the Administrator may demand
7 additional proof of the Class Member's identity. The Administrator's determination
8 of authenticity shall be final and not appealable or otherwise susceptible to challenge,
9 except as may be required by the Court. If the Court requests a review, the
10 Administrator will promptly provide the relevant information.

11 7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion
12 is deemed to be a Participating Class Member under this Agreement, entitled to all
13 benefits and bound by all terms and conditions of the Settlement, including the
14 Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this
15 Agreement, regardless of whether the Participating Class Member actually receives
16 the Class Notice or objects to the Settlement.

17 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a
18 Non-Participating Class Member and shall not receive an Individual Class Payment
19 or have the right to object to the class action components of the Settlement. Because
20 future PAGA claims are subject to claim preclusion upon entry of the Judgment,
21 Non-Participating Class Members who are Aggrieved Employees are deemed to
22 release the claims identified in Paragraph 5.3 of this Agreement and are eligible for
23 an Individual PAGA Payment.

24 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the
25 Administrator mails the Class Notice (plus an additional 14 days for Class Members whose
26 Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay
27 Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may
28 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 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 calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of 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 Payment.

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 60 days after the Administrator's mailing of the Class Notice (plus an additional 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 observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1. Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and

1 copies of the Settlement Agreement, Motion for Preliminary Approval, the
2 Preliminary Approval Order, the Class Notice, the motion for final approval, the
3 Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses
4 Payment and Class Representative Service Payment, the Final approval Order and
5 the Judgment. The Administrator will also maintain and monitor an email address
6 and a toll-free telephone number to receive Class Member calls, faxes and emails.

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

16 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports
17 to Class Counsel and Defense Counsel that, among other things, tally the number of:
18 Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
19 Exclusion (whether valid or invalid) received, objections received, and challenges to
20 Workweeks and/or PAGA Pay Periods received and/or resolved (“Weekly Report”).
21 The Weekly Reports must include the Administrator’s assessment of the validity of
22 Requests for Exclusion and attach copies of all Requests for Exclusion and
23 objections received. In addition to the Weekly Reports, the Administrator shall
24 report to the Parties when it has completed the initial distribution of the Individual
25 Class Payments and Individual PAGA Payments to all individuals with valid
26 addresses.

27 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to
28 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 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, except as may be required by the Court. If the Court requests a review, the Administrator will promptly provide the relevant information.

7.8.5. Administrator's Declaration. Not later than fourteen (14) days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, 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, 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), 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 by employee identification number only of 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. ESCALATOR CLAUSE

Based on a review of its records, Defendant represents that there are approximately 10,000 workweeks during the period from October 10, 2021 to May 18, 2025. Should the total workweeks be greater than 10%

of 10,000 during the Class Period (i.e., more than 11,000), Defendant may opt to narrow the Class Period so that it is 11,000 workweeks or less, or the GSA is to be increased proportionally by the workweeks worked in excess of 11,000 workweeks multiplied by the per workweek value. If this provision is triggered, the Parties agree that the portion of the GSA allocated to attorneys' fees will increase proportionally such that the total amount of attorneys' fees remains one-third of the GSA after the upward adjustment required by this provision is implemented.

9. DEFENDANT'S RIGHT TO WITHDRAW.

If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendant may, but is not obligated 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 all Settlement administration expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven 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 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of this Settlement under Labor Code § 2699(I), a Proposed final approval order and a proposed Judgment (collectively "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 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 Enhancement Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration 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 Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/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 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, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final.

10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the 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 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 Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment 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 Code of Civil Procedure § 384, the Parties will work together in good faith to jointly submit and 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 Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action 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 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 Action, and Plaintiff reserves 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 Action 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. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement 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

1 taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an
2 inquiry or subpoena issued by a state or federal government agency. Each Party agrees to
3 immediately notify each other Party of any judicial or agency order, inquiry, or subpoena
4 seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel
5 separately agree not to, directly or indirectly, initiate any conversation or other
6 communication, before the filing of the Motion for Preliminary Approval, with any third
7 party regarding this Agreement or the matters giving rise to this Agreement except to
8 respond only that “the matter was resolved,” or words to that effect. This paragraph does not
9 restrict Class Counsel’s communications with Class Members in accordance with Class
10 Counsel’s ethical obligations owed to Class Members.

11 12.3. No Solicitation. The Parties separately agree that they and their respective counsel and
12 employees will not solicit any Class Member to opt out of or object to the Settlement, or
13 appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class
14 Counsel’s ability to communicate with Class Members in accordance with Class Counsel’s
15 ethical obligations owed to Class Members.

16 12.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
17 together with its attached exhibits shall constitute the entire agreement between the Parties
18 relating to the Settlement, superseding any and all oral representations, warranties,
19 covenants, or inducements made to or by any Party.

20 12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
21 represent that they are authorized by Plaintiff and Defendant, respectively, to take all
22 appropriate action required or permitted to be taken by such Parties pursuant to this
23 Agreement to effectuate its terms, and to execute any other documents reasonably required
24 to effectuate the terms of this Agreement including any amendments to this Agreement.

25 12.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best
26 efforts, in good faith, to implement the Settlement by, among other things, modifying the
27 Settlement Agreement, submitting supplemental evidence and supplementing points and
28 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.

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

12.8. No Tax Advice. Neither Plaintiff, 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.

12.9. 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.

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

12.11. 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.

12.12. 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.

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

12.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence 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

1 with the Settlement, may be used only with respect to this Settlement, and no other purpose,
2 and may not be used in any way that violates any existing contractual agreement, statute, or
3 rule of court. Not later than 90 days after the date when the Court discharges the
4 Administrator's obligation to provide a declaration confirming the final pay out of all
5 Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data
6 received from Defendant unless, prior to the Court's discharge of the Administrator's
7 obligation, Defendant makes a written request to Class Counsel for the return, rather than
8 the destructions, of Class Data.

9 12.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted
10 for convenience of reference only and does not constitute a part of this Agreement.

11 12.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be
12 to calendar days. In the event any date or deadline set forth in this Agreement falls on a
13 weekend or federal legal holiday, such date or deadline shall be on the first business day
14 thereafter.

15 12.17. Notice. All notices, demands or other communications between the Parties in connection
16 with this Agreement will be in writing and deemed to have been duly given as of the third
17 business day after mailing by United States mail, or the day sent by email or messenger,
18 addressed as follows:

19 To Plaintiff:

20 Kane Moon
21 kmoon@moonlawgroup.com
22 Lilit Ter-Astvatsatryan
23 lilit@moonlawgroup.com
24 Nichelle Christopherson
25 nchristopherson@moonlawgroup.com
26 **MOON LAW GROUP, PC**
27 725 S. Figueroa St., 31st Floor
28 Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

To Defendant:

Laura C. McHugh (SBN 180930)
laura@dugganmchugh.com
Katie A. Collins (SBN 309475)

1 katie@dugganmchugh.com
2 **DUGGAN MCHUGH LAW CORPORATION**
3 641 Fulton Avenue, Suite 100
4 Sacramento, CA 95825
5 Phone: (916) 550-5309

6 12.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts
7 by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement
8 shall be accepted as an original. All executed counterparts and each of them will be deemed
9 to be one and the same instrument if counsel for the Parties will exchange between
10 themselves signed counterparts. Any executed counterpart will be admissible in evidence to
11 prove the existence and contents of this Agreement.

12 12.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation
13 shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree
14 that upon the signing of this Agreement that pursuant to Code of Civil Procedure § 583.330
15 to extend the date to bring a case to trial under Code of Civil Procedure § 583.310 for the
16 entire period of this settlement process.

17 **Plaintiff & Class Representative:**

18 Dated: 5/14/2025

19 By: Alexis T. Brown
20 Alexis T. Brown

21 **Plaintiff's Counsel – As to Form Only:**

22 Dated: 5/20/2025

23 MOON LAW GROUP, PC

24 By: Kane Moon
25 Lilit Ter-Astvatsatryan
26 Nichelle Christopherson,

27 Attorneys for Plaintiff

28 ***[Remainder of Page Left Intentionally Blank with Additional Signatures on the Next Page]***

1 **Defendant:**

2 Dated: April 24, 2025

Paratransit, Inc.

3 Tiffani M Scott

4 By: _____

Print Name

5 *Tiffani M. Scott*

6 _____
Signature

7 President and CEO

8 _____
Title

9
10 **Defendant's Counsel – As to Form Only:**

11 Dated: April 24, 2025

DUGGAN MCHUGH LAW CORPORATION

12
13 By: _____

Laura McHugh

Katie Collins

Attorneys for Defendant

EXHIBIT A