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PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of All Claims ("Agreement") is made and entered into between Plaintiff Humberto Montoya, as an individual, and in a representative capacity on behalf of the California Labor and Workforce Development Agency ("LWDA") and Defendant East Bay Tire Co., ("Defendant" and/or "East Bay Tire"). From time to time herein, Plaintiff and Defendant may collectively be referred to as the "Parties."

RECITALS

A. WHEREAS, on or about September 20, 2023, Plaintiff Humberto Montoya sent a letter to the California Labor and Workforce Development Agency ("LWDA") and to East Bay Tire giving notice of his intent to pursue a representative action pursuant to the California Labor Code Private Attorneys General Act of 2004, codified at Labor Code § 2699 *et seq*. ("PAGA"), on behalf of himself and the State of California as well as on behalf of a proposed group of allegedly aggrieved employees. In the letter, Plaintiff claimed Defendant violated the Industrial Welfare Commission Wage Order and California Labor Code sections 201, 202, 203, 204, 210, 223, 226, 226.7, 246, 510, 512, 558, 558.1, 1174, 1182.12, 1194, 1194.2, 1197, 1199, 2802, and the related IWC Wage Order No. 1-2001.

B. WHEREAS, on or about September 21, 2023, Plaintiff filed a wage and hour class action against Defendant in the Superior Court of the State of California for the County of Sacramento, Case No. 23CV008841, formally asserting claims for: (1) Failure to Provide Meal Periods (Labor Code §§ 204, 223, 226.7, 512 and 1198); (2) Failure to Provide Rest Periods (Labor Code §§ 204, 223, 226.7 and 1198); (3) Failure to Pay Hourly Wages and Overtime (Labor Code §§ 204, 223, 226.7, 512 and 1198); (4) Failure to Pay Proper Sick Pay (Labor Code § 246); (5) Failure to Provide Accurate Written Wage Statements (Labor Code § 226(a)); (6) Failure to Timely Pay All Final Wages (Labor Code §§ 201, 202 and 203); (7) Unfair Competition (Business & Professions Code §§ 17200 et seq.)

C. WHEREAS, on November 23, 2023, by stipulation, Plaintiff filed a First Amended Complaint ("FAC" or "Operative Complaint") to add a claim for (8) Civil Penalties pursuant to California's Private Attorney General Act ("PAGA").

D. WHEREAS, during his employment with East Bay Tire, Plaintiff signed an arbitration agreement, including a waiver of class claims, Plaintiff requested a dismissal of the class claims without prejudice, which was entered by the Court on January 31, 2024.

E. WHEREAS, on February 7, 2024, Plaintiff submitted a demand for arbitration of his Labor Code claims on an individual basis.

F. WHEREAS, Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action and denies that the lawsuit is appropriate for representative treatment for any purpose other than settling this Action. Defendant contends, among other things, that it has complied at all times with the California Labor Code and all other state and federal wage

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laws. Defendant has denied and continues to deny each and every material factual allegation and alleged claim asserted against it in the Action.

G. WHEREAS, the Parties desire to fully and finally resolve, settle, compromise, and discharge all differences and controversies between and among themselves, so as to avoid any further disputes, costs, inconveniences, or expenses of litigation;

H. WHEREAS, the "PAGA Members" or "Aggrieved Employees" are defined as: all current and former non-exempt employees who worked for East Bay Tire in California at any time from September 21, 2022, through July 1, 2025 (the "PAGA Period");

AGREEMENT

NOW, THEREFORE, in consideration of the promises and mutual agreements hereinafter set forth, it is hereby agreed by and among the Parties as follows:

1. Incorporation of Recitals. The above recitals are incorporated herein by this reference and are hereby made part of this Agreement.

2. Total Settlement Amount. As consideration for the settlement described herein and the release contained in this Agreement, and subject to Paragraph 13 below, Defendant agrees to pay the total gross maximum sum of One Hundred and Sixty-Five Thousand Dollars and Zero Cents ($165,000.00) ("Total Settlement Amount"), subject to approval of the Court. The Total Settlement Amount includes all Individual Settlement Awards to PAGA Members, the Settlement Administration Costs, the Plaintiff's Counsel Award, the PAGA Representative Service Award, and the PAGA Payment to the LWDA.

3. Funding and Allocation of Total Settlement Amount.

3.1 Defendant shall pay the Total Settlement Amount to the Settlement Administrator within thirty (30) days of approval of the Effective Date.

3.2 The "Effective Date" is the date that the Court's judgment approving this settlement becomes final. For purposes of this Agreement, the judgment "becomes final" upon the last to occur of the following:

a. The entry of a Judgment finally approving this Settlement.

b. If an appeal has been taken or sought, seven (7) calendar days after the date the Judgment is finally affirmed by an appellate court with no possibility of subsequent appeal or other judicial review, or the date the appeal(s) or other judicial review are finally dismissed (and upholding the Settlement) with no possibility of subsequent appeal or other judicial review.

3.3 Defendant will not object to Plaintiff's Counsel's request for reasonable attorneys' fees for Plaintiff's Counsel's litigation and resolution of this Action (not to exceed $57,750.00, or 35% of the Total Settlement Amount), plus Plaintiff's Counsel's expenses and costs

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reasonably incurred in connection with the Action (which is currently estimated not to exceed $20,000.00) ("Plaintiff's Counsel Award").

3.4 The Parties agree to allocate not more than $3,950.00 toward Settlement Administration Costs, which are the reasonable costs and fees of administration of this Settlement to be paid from the Total Settlement Amount, including but not limited to: (i) preparing and submitting to PAGA Members, the Parties, and government entities all appropriate tax filings and forms; (ii) computing the amount of and distributing Individual Settlement Awards, the Plaintiff's Counsel Award, and the LWDA Payment; and (iii) preparing and submitting filings required by law in connection with the payments required by the Settlement. The Settlement Administrator is permitted to withhold its Settlement Administration Costs from the Total Settlement Amount at any time after Defendant's funding of the Total Settlement Amount.

3.5 The Net Settlement Amount is the amount remaining after deducting the Plaintiff's Counsel Award and the Settlement Administration Costs from the Total Settlement Amount. The Net Settlement Amount shall be paid, pursuant to PAGA, as follows: Seventy-five percent (75%) shall be paid to the California Labor and Workforce Development Agency ("LWDA Payment"), and twenty-five percent (25%) shall be distributed to the PAGA Members on a pro rata basis, based upon their respective number of pay periods.

4. Individual Settlement Awards.

4.1 PAGA Members shall not be required to submit a claim in order to receive an Individual Settlement Award, and no portion of the Total Settlement Amount shall revert to Defendant or result in an unpaid residue.

4.2 Each PAGA Member will receive an Individual Settlement Award. Individual Settlement Awards shall be paid from the Net Settlement Amount pursuant to the formula set forth herein. The Individual Settlement Awards shall be mailed by the Settlement Administrator as set forth below in Section 8.1.

4.3 Individual Settlement Award payments shall be made by check and shall be made payable to each PAGA Member as set forth in this Agreement.

4.4 For tax purposes, one hundred percent (100%) of each Individual Settlement Award shall be allocated as penalties and shall not be subject to payroll tax withholdings. The Settlement Administrator shall issue an IRS Form 1099 to each PAGA Member for the portion of his or her Individual Settlement Award.

4.5 If any Individual Settlement Award check remains uncashed after one hundred and eighty (180) calendar days from the date the check is issued, such check(s) will be voided by the Settlement Administrator, and the monies will be deposited with the California Controller's Unclaimed Property Fund in the name of the PAGA Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4.6 It is expressly understood and agreed that the receipt of Individual Settlement Awards shall not entitle any PAGA Member to additional compensation or benefits under any compensation or benefit plan or agreement in place during the period covered by the Settlement. It is the intent of the Parties that Individual Settlement Awards provided for in this Agreement are the sole payments to be made by Defendant to PAGA Members in connection with this Settlement, and that PAGA Members are not entitled to any new or additional compensation or benefits as a result of having received the Individual Settlement Awards.

5. Plaintiff's Counsel Award. Subject to Court approval, Plaintiff's Counsel will seek an award of reasonable attorneys' fees in an amount not to exceed 35% of the Total Settlement Amount, or $57,750.00. In addition, Plaintiff's Counsel will also seek an award of litigation costs and expenses associated with Plaintiff's Counsel's prosecution of the Action, which is currently estimated not to exceed $20,000.00. The Settlement Administrator will issue an IRS Form 1099 to Plaintiff's Counsel for the Plaintiff's Counsel Award. Plaintiff's Counsel will provide the Settlement Administrator with a completed IRS Form W-9 in order for the Settlement Administrator to process the Plaintiff's Counsel Award. In the event that the Court reduces or does not approve the requested attorneys' fees and/or litigation costs to Plaintiff's counsel, any reduced amount shall be allocated towards the Net Settlement Amount, consistent with this Agreement, and Plaintiff shall not have the right to revoke the Settlement, and it will remain binding.

6. Timing of Settlement Payment and Distribution.

6.1 The settlement will be fully funded within thirty (30) days of the Effective Date. The Total Settlement Amount shall be allocated for payment as a release of all the PAGA claims as set forth below in "Released PAGA Claims", payment of Settlement Administration Expenses, Attorneys' Fees, and Attorneys' Expenses. All payments from the Net Settlement Amount made to the PAGA Members shall be allocated exclusively as penalties, for which the Settlement Administrator shall issue a 1099.

The Settlement Administrator shall issue the payments as set forth above within fourteen (14) calendar days of receiving payment of the Total Settlement Amount.

7. Settlement Administration.

7.1 Within thirty (30) calendar days of the Effective Date, Defendant shall provide the Settlement Administrator with the name, last known mailing address of each Aggrieved Employee, and the total PAGA pay periods for each Aggrieved Employee. The Settlement Administrator shall mail the Individual Settlement Payments to the PAGA Members via first-class regular U.S. mail along with a Notice of PAGA Settlement. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct for any known or identifiable address changes. For each notice packet returned as undeliverable, without a forwarding address, the Settlement Administrator will perform a single computer and/or "skiptrace" search to obtain an updated address.

7.2 As this is a settlement of a PAGA claim only, the Parties agree that the PAGA Members do not have the right to exclude themselves from or object to the Settlement. Upon the date Defendant fully funds the Total Settlement Amount, Plaintiff and the LWDA will have released any claims for penalties under the PAGA only, that they may have for alleged violations of the Labor Code that are alleged or could have been alleged based on the factual

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allegations in the Operative Complaint and Plaintiff's notices to the LWDA, and regardless of whether they receive and/or cash an Individual Settlement Award.

7.3 Seventy-five percent (75%) of the Net Settlement Amount constitutes the LWDA Payment. The remaining twenty-five percent (25%) of the Net Settlement Amount shall be divided among PAGA Members on a pro rata basis, based on the number of pay periods each PAGA Member was employed during the PAGA Period. The Individual Settlement Awards will be determined by dividing the Net Settlement Amount by the aggregate number of pay periods worked by all PAGA Members, resulting in the Pay Period Value (i.e., Net Settlement Amount ÷ Total Pay Periods = Pay Period Value). The Pay Period Value will then be multiplied by each PAGA Member's respective number of pay periods in order to yield the PAGA Member's Individual Settlement Award. In determining each PAGA Member's pay periods, Defendant's records will be presumed to be correct, unless a PAGA Member proves otherwise by providing credible documentary evidence. All disputes concerning pay periods will be finally resolved and decided by the Settlement Administrator in a binding determination without hearing or right to appeal. The Settlement Administrator shall determine the eligibility for, and the amounts of, each Individual Settlement Award under the terms of this Agreement. The Settlement Administrator's determination of the eligibility for and amount of each Individual Settlement Award shall be binding upon the PAGA Members and the Parties.

7.4 The Parties agree to cooperate in the Settlement Administration process and to make all reasonable efforts to control and minimize Settlement Administration Costs.

7.5 The Settlement Administrator shall keep the Parties timely apprised of the performance of all settlement administrator responsibilities required by the Settlement.

7.6 The Parties have the right to monitor and review the administration of the Settlement to verify that the monies allocated under the Settlement are distributed in the correct amounts, as provided for in this Agreement. The Settlement Administrator shall never be empowered to make payments to Aggrieved Employee exceeding the total Net Settlement Amount or deviate from the payment formula agreed upon by the parties.

8. <u>Reasonableness and Allocation of Settlement</u>. Having engaged in significant formal discovery and further informal exchange of information prior to mediation, the Parties believe that this is a fair, reasonable, and adequate settlement of Plaintiff's PAGA Claim, and have arrived at this settlement through arms-length negotiations, taking into account all relevant factors, present and potential, including the legal issues involved, Defendant's ability to pay, and the uncertainty of trial. The Parties recognize and agree that the value of the claims in the PAGA Claim are difficult to determine with any certainty and are subject to differing calculations. The Parties hereby agree that the formula for allocating the Total Settlement Amount is reasonable and that the payments provided herein are designed to provide fair settlement with respect to the PAGA Claim and are consistent with the purposes of PAGA.

9. <u>Approval of Settlement</u>. Plaintiff shall file a Motion for Approval of PAGA Settlement with the Sacramento Superior Court. Plaintiff's attorney agrees to provide the LWDA with a copy of this Agreement and the Motion for Approval of PAGA Settlement on the same day as the filing of the same in the Sacramento Superior Court. In addition, Plaintiff's attorney will

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submit a copy of the Order Granting Approval of PAGA Settlement and Judgment to the LWDA within ten (10) days of the date of its entry, as required by Labor Code section 2699(l)(3).

9.1 If, for any reason, the Court declines to approve this Agreement, the Parties agree to use their best efforts to address the issues raised by the Court and renew their request for court approval. If, for any reason, the Court does not ultimately approve this Agreement, this Agreement shall be null and void, and shall not be referred to or utilized for any purpose. In that event, Defendant shall have no obligation to make any payment under this Agreement and Plaintiff and PAGA Members will not release any claims against Defendant and the Released Parties under this Agreement. Defendant also does not waive but rather expressly reserves all rights to challenge Plaintiff's PAGA claims and allegations on all procedural and factual grounds, and to assert all applicable defenses if this Agreement is not approved by the Court.

10. Tax Treatment. Neither Plaintiff, Plaintiff's attorneys, Defendant nor Defendant's attorneys 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.

CIRCULAR 230 DISCLAIMER. EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) PLAINTIFFS (A) HAVE RELIED EXCLUSIVELY UPON THEIR OWN, INDEPENDENT LEGAL AND TAX ADVISERS FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAVE NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) ARE NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THEM; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY PLAINTIFFS OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

11. Attorneys' Fees and Costs. The Parties agree that this Agreement resolves any claim for attorneys' fees and costs incurred in the Action or otherwise as between Plaintiff, on the one hand, and Defendant, on the other. The Parties shall each bear their own attorneys' fees and costs.

12. Scope of Release of Claims.

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12.1 Scope of Release as to PAGA Members. Upon the date Defendant fully funds the Total Settlement Amount, Plaintiff and PAGA Members fully release and discharge East Bay Tire and its agents, officers, employees, directors, owners, subsidiaries, DBA's, affiliates and parent companies, (the "Released Parties"), from any and all claims for civil penalties under the PAGA for any violations of the Labor Code or Wage Orders that were alleged by Plaintiff in the Operative Complaint, or that reasonably could have been alleged based on the facts asserted in the Operative Complaint or Plaintiff's notices to the LWDA, including claims for alleged violations of Industrial Welfare Commission Wage Order and California Labor Code sections 201, 202, 203, 204, 210, 223, 226, 226.7, 246, 510, 512, 558, 558.1, 1174, 1182.12, 1194, 1194.2, 1197, 1199, 2802, and the related IWC Wage Order No. 1-2001 (the "Released PAGA Claims"), during the PAGA Period.

12.2 The Parties hereto represent and warrant that they have the authority to enter into this Agreement on their own behalf and to bind all persons or entities who may claim through them.

13. Escalator Clause. Defendant has represented that the Aggrieved Employees have worked a total of no greater than 6,919 total pay periods during the PAGA Period. Should the actual number of pay periods worked by the Aggrieved Employees exceed 6,919 by more than 10% greater than this figure (i.e., if there are 7,611 or more total pay periods), then Defendant shall pay an additional sum proportionate to the increase in the pay periods over 10% (for example, if the number of pay periods is 7,612, Defendant shall pay an additional 1/7,611 of the PAGA Settlement Amount). If the Total Settlement Amount is increased pursuant this provision, Plaintiff's attorney's fees shall remain 35% of the increased Total Settlement Amount.

14. No Admission of Liability. Defendant denies all claims alleged in this Action and deny any wrongdoing whatsoever. Neither this Agreement, nor any of its terms and conditions, nor any of the negotiations connected with it, is a concession or admission, and none shall be used against Defendant as an admission or indication with respect to any claim of any fault, concession, or omission by Defendant. The Parties agree that this Agreement will not be admissible in this or any other proceeding as evidence that Defendant is liable to Plaintiff or any PAGA Member, other than according to the terms of this Agreement.

15. Jurisdiction of the Court. Following entry of the Order Granting Approval of PAGA Settlement and Judgment, the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties, Plaintiff's Counsel and Defense Counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

16. Public Comment. Prior to approval of the PAGA settlement by the Court, the parties agree that this Agreement is confidential (except for purposes of enforcement) and that neither party will issue any press release or other public or non-public representation regarding the settlement other than as necessary to obtain Court approval and effectuate the terms of the settlement. Other than as specifically set forth above, the parties and their counsel agree that they will not initiate or have any contact with the press, respond to any press inquiry or have any communication with the press about this case, and Plaintiff's counsel will not communicate with

other wage-hour plaintiffs' counsel about this settlement, nor utilize it in any way in their marketing or advertising materials or website, until after Approval of the settlement. The parties agree that Lonnie D. Giamela, who has assisted the parties as mediator in this case, may, at his discretion, execute a Declaration supporting the settlement, and the Court may, in its discretion, contact Mr. Giamela to discuss the settlement and whether or not the settlement is fair and reasonable.

17. Motion for Approval of PAGA Settlement. Plaintiff will prepare and provide a draft of the Motion for Approval of PAGA Settlement to Defendant at least five (5) business days prior to filing to allow Defense Counsel a reasonable opportunity to review and comment on it.

18. General Provisions.

18.1 This Agreement has been reviewed by the Parties hereto and their respective attorneys, and the Parties have had a full opportunity to negotiate the contents hereof. The Parties hereto expressly waive any common law or statutory rule of construction that ambiguities should be construed against the drafter of this Agreement.

18.2 The Parties agree that this Agreement constitutes a compromise of and full accord and satisfaction of doubtful and disputed claims and shall not be treated as an admission of liability by anyone at any time, for any purpose.

18.3 The Parties to this Agreement agree to execute such other documents and to take such other action as may reasonably be necessary to implement the terms of this Agreement.

18.4 The Parties agree that this Agreement, along with the Confidential Individual Settlement Agreement, contain the entire agreement between them, contain full and the only consideration for the terms agreed to herein, and that the terms of this Agreement are contractual and not a mere recital.

18.5 The Parties agree that upon the occurrence of the entry of judgment or dismissal pursuant to the terms of this Agreement, this Agreement shall be enforceable by the Court pursuant to Code of Civil Procedure section 664.6, and the Court shall retain exclusive and continuing equity jurisdiction of this Action of all Parties to the fullest extent to interpret, enforce, and effectuate the terms, conditions, intents and obligations of the Agreement.

18.6 Should any court action be filed by either party as a result of the breach of this Agreement, the prevailing party in such action shall be entitled to full reimbursement of its attorneys' fees incurred in such action.

18.7 No waiver by any party hereto of any breach of this Agreement by any other party shall operate or be construed as a waiver of any other or subsequent breach. No waiver by any party hereto of any breach of this Agreement by any other party hereto shall be effective unless it is in writing and signed by the party claimed to have waived such breach.

18.8 This Agreement may be amended only by a written instrument executed by the Parties hereto.

18.9 Should any court of competent jurisdiction determine that any term or provision of this Agreement is unenforceable, such term or provision shall be deemed to be deleted as though it had never been a part of this Agreement, and the validity, legality and enforceability of the remaining terms and provisions shall not be in any way affected or imperiled thereby.

18.10 This Agreement shall be construed in accordance with the laws of the State of California.

18.11 This Agreement may be signed in counterparts by the Parties, and if so executed, each counterpart shall have the full force and effect of an original. With respect to the execution of this Agreement, a facsimile or electronic copy of a signatory's signature shall suffice and be treated as an original signature.

IN WITNESS HEREOF, the Parties have executed this Agreement as of the date this Agreement is signed.

DATED: 8/16/2025

DocuSigned by:
75341F8BDFCB498...

Humberto Montoya
Plaintiff

DATED: August 8, 2025

Signed by:
Joseph J Pehanick
A2ED58CC17E44CB...

East Bay Tire Co.
Joseph Pehanick, Chief Executive Officer

Approved As To Form:

DATED: August 20, 2025

David Yeremian
David Keledjian
Kevin Burns
D.LAW, INC.
Attorneys for Plaintiff and the Aggrieved Employees
Humberto Montoya

DATED: ____________________

Mollie M. Burks
Sat Sang S. Khalsa
GORDON REES SCULLY MANSUKHANI, LLP
Attorneys for Defendant
East Bay Tire Co.

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DATED: ___________________

Humberto Montoya
Plaintiff

DATED: ___________________

East Bay Tire Co.
Joseph Pehanick, Chief Executive Officer

Approved As To Form:

DATED: ___________________

David Yeremian
David Keledjian
Kevin Burns
D.LAW, INC.
Attorneys for Plaintiff and the Aggrieved Employees
Humberto Montoya

DATED: August 8, 2025

Mollie M. Burks
Sat Sang S. Khalsa
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East Bay Tire Co.