

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs Jessica Chui and Javier Walle Preciado (collectively “Plaintiffs”) and Defendants Zoox Inc. (“ZOOX”), HireArt, Inc. (“HIREART”), Aicha Evans, and Justin Brown (collectively “Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1. “Actions” means the Plaintiffs’ lawsuits alleging wage and hour violations against Defendants captioned *Jessica Chui v. HireArt and Zoox, et al.* (San Mateo County Superior Court Case No. 24-CIV-00982 filed on February 20, 2024 (the “Chui Class Action”)) and (San Mateo County Superior Court Case No. 24-CIV-03273 filed on May 29, 2024 (the “Chui PAGA Action”)) and *Javier Walle Preciado v. Zoox, et al.* (San Mateo County Superior Court Case No. 24-CIV-04277 filed on July 12, 2024 (the “Preciado Class Action”)) and (San Mateo County Superior Court Case No. 24-CIV-06883 filed on October 31, 2024 (the “Preciado PAGA Action”)).

1.2. “Administrator” means Apex Class Action, LLC (“Apex”), 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. “Chui Aggrieved Employees” means all Class Members who are or were employed by HIREART as an hourly paid, non-exempt employee in the State of California and assigned to work for ZOOX during the PAGA Period.

1.5. “Chui PAGA Notice” means Plaintiff Jessica Chui’s February 20, 2024, letter to ZOOX and HIREART and the LWDA, providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.6. “Chui PAGA Penalties” means the total amount of PAGA civil penalties allocated to Plaintiff Jessica Chui’s PAGA claims (i.e., \$50,000.00) to be paid from the Gross Settlement Amount, allocated 25% to the Chui Aggrieved Employees (i.e., \$12,500.00) and the 75% to LWDA (i.e., \$37,500.00) in settlement of PAGA claims.

1.7 “Chui Class” means all persons who are or were employed by HIREART as an hourly paid, non-exempt employee in the State of California and assigned to work for ZOOX during the Class Period.

1.8. “Class” means and refers to the Chui Class and the Preciado Class collectively as defined herein.

1.9. “Class Counsel” means David D. Bibiyan, Vedang J. Patel, Henry G. Glitz, and Brandon M. Chang of BIBIYAN LAW GROUP, P.C.

1.10. “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.

1.11. “Class Data” means Class Member identifying information in ZOOX and/or HIREART’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.

1.12. “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 a Chui Aggrieved Employee or Preciado Aggrieved Employee).

1.13. “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 database, skip traces, and direct contact by the Administrator with Class Members.

1.14. “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.

1.15. “Class Period” means the period from February 20, 2020 to August 25, 2025.

1.16. “Class Representative(s)” means the named Plaintiffs in the operative complaints in the Actions seeking Court approval to serve as Class Representatives.

1.17. “Class Representative Service Payment” means the payment to the Class Representatives for initiating the Actions and providing services in support of the Actions.

1.18. “Court” means the Superior Court of California, County of San Mateo.

1.19. “Defendants” means ZOOX, HIREART, and individual defendants Justin Brown and Aicha Evans.

1.20. “Defense Counsel” means Jackson Lewis P.C. and Littler Mendelson P.C.

1.21. “Effective Date” means the date when the following events have occurred: (1) the Court has entered a Final Order and Judgment certifying the Settlement Class, and approving the Settlement; (2) 65 calendar days have passed since the Court has entered a Final Order and Judgment, and has approved the Settlement; and (3) the period for filing any appeal, writ or other appellate proceeding opposing the Court’s entry of the Final Order and Judgment has expired without any appeal, writ or other appellate proceeding having been filed or any other opposition, challenge or motion to vacate the entry of the Final Order and Judgment having been filed; or, if any appeal, writ or other appellate proceeding opposing the Final Order and Judgment has been filed, including objections, or any other opposition, challenge or motion to vacate the

Court's Final Order and Judgment approving the Settlement has been filed, five calendar days after any appeal, writ or other appellate proceedings opposing the Settlement or seeking to vacate the Judgment has been finally and conclusively dismissed with no right to pursue further remedies or relief.

1.22. "Final Approval" means the Court's order granting final approval of the Settlement.

1.23. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.24. "Final Judgment" means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.25. "Gross Settlement Amount" means \$1,650,000 which is the total amount ZOOX and HIREART jointly agree to pay under the Settlement, except as provided in Paragraph 9 below and except any and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and the Administrator's Expenses.

1.26. "HIREART" means named Defendant HireArt Inc.

1.27. "Individual Class Payment" means each Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period as described in Paragraph 3.2.4 below.

1.28. "Individual PAGA Payment" means each Chui Aggrieved Employee and/or Preciado 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.

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

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

1.31. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.32. "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 Service 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.

1.33. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion. If a Non-Participating Class Member

is also a Chui Aggrieved Employee or Preciado Aggrieved Employee they are not permitted to Request Exclusion from the PAGA portion of the Settlement.

1.34. “PAGA Pay Period” means any Pay Period during which a Chui Aggrieved Employee or Preciado Aggrieved Employee worked for ZOOX and/or HIREART for at least one day during the PAGA Period.

1.35. “PAGA Period” means the period from February 20, 2023 to August 25, 2025.

1.36. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698, et seq.).

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

1.38. “Plaintiffs” means Jessica Chui and Javier Walle Preciado, the named plaintiffs in the Actions.

1.39. “Preciado Aggrieved Employee” means all Class Members who are or were employed directly by ZOOX as hourly, paid, non-exempt employees in the State of California during the PAGA Period.

1.40. “Preciado Class” means all persons who are or were employed directly by ZOOX as hourly, paid, non-exempt employees in the State of California during the Class Period.

1.41. “Preciado PAGA Notice” means Plaintiff Javier Walle Preciado’s June 21, 2024, and August 27, 2024, letters to ZOOX and the LWDA, providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.42. “Preciado PAGA Penalties” means the total amount of PAGA civil penalties allocated to Plaintiff Javier Walle Preciado’s PAGA claims (i.e., \$50,000) to be paid from the Gross Settlement Amount, allocated 25% to the Preciado Aggrieved Employees (i.e., \$12,500.00) and the 75% to LWDA (i.e., \$37,500.00) in settlement of PAGA claims.

1.43. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.44. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.45. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

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

1.47. “Released Parties” means: ZOOX, HIREART and each of their respective past, present and future direct or indirect parents (including Amazon with respect to ZOOX), subsidiaries, predecessors, successors, assigns, joint venturers and affiliated companies and entities as well as their past, present, and future owners, officers, shareholders, directors, members, managers, operators, employees, including but not limited to Justin Brown and Aicha Evans consultants, vendors, partners, affiliates, subsidiaries, shareholders, attorneys, insurers, reinsurers, payroll providers, joint venturers, joint employers, agents, employees, any successors, assigns, and legal representatives, any individual or entity that could be jointly

liable with Defendants, and any other individual or entity that could be liable for any of the Released Claims.

1.48. “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.

1.49. “Response Deadline” means 45 days after the Administrator mails Notice to Class Members, Chui Aggrieved Employees and Preciado 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 Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

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

1.51. “Workweek” means any week during which a Class Member worked for ZOOX or HIREART for at least one day, during the Class Period.

1.52. “ZOOX” means named Defendant Zoon, Inc.

2. RECITALS.

2.1. On February 20, 2024, Plaintiff Jessica Chui filed a wage and hour class action Complaint in San Mateo County Superior Court, Case No. 24-CIV-00982, alleging causes of action against ZOOX, HIREART, and Aicha Evans for (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to permit rest breaks; (5) waiting time penalties; (6) wage statement violations; (7) failure to timely pay wages; (8) failure to indemnify; and (9) unfair competition.

2.2. On May 29, 2024, Plaintiff Jessica Chui filed a PAGA Complaint in San Mateo County Superior Court, Case No. 24-CIV-03273, seeking civil penalties under California Labor Code § 2698, et seq. Plaintiff Jessica Chui’s PAGA Complaint sought civil penalties for ZOOX and HIREART’s alleged failure to pay employees for all hours worked; provide employees with timely and duty-free meal periods; authorize and permit employees to take timely and duty-free rest periods; indemnify employees for necessary business expenses; pay all minimum wages, overtime wages, meal period premium wages, rest period premium wages, and accrued vacation wages; failing to pay all wages owed upon separation; failure to timely pay wages owed and associated penalties; failing to maintain accurate records of hours worked; whistleblower retaliation; failure to provide sick leave; Equal Pay Act violations; failure to provide signed instruments upon request; impermissibly asking for salary history and/or refusal to disclose pay scales; requiring employees to sign agreement with unlawful terms; requiring employees to disclose or use as a factor for employment information regarding arrests and detentions that did not result in conviction and associated penalties; health and safety violations; failure to provide inspection of personnel records; failure to permit employees to discuss wages; and failure to provide employees with accurate itemized wage statements. Plaintiff Chui further alleged violations of applicable Industrial Welfare Commission Wage Orders; Cal/OSHA regulations including California Code of Regulations, Title 8, section 3395; unlawful restraint of trade and unfair competition in violation of Business and Professions Code sections 16600, 16700, and

17200; and unlawful hiring practices in violation of Government Code section 12952. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff Jessica Chui gave timely written notice to ZOOX, HIREART and the LWDA by sending the Chui PAGA Notice on February 20, 2024.

2.3. On July 11, 2024, Plaintiff Javier Walle Preciado filed a wage and hour class action Complaint in San Mateo County Superior Court, Case No. 24-CIV-04277, alleging causes of action against ZOOX and Justin Brown for (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) waiting time penalties; (6) wage statement violations; (7) failure to timely pay wages; (8) failure to indemnify; (9) violation of Labor Code § 227.3; and (10) unfair competition.

2.4. On October 31, 2024, Plaintiff Javier Walle Preciado filed a PAGA Complaint in San Mateo County Superior Court, Case No. 24-CIV-06883, seeking civil penalties under California Labor Code § 2698, et seq. Plaintiff's PAGA Complaint sought penalties for ZOOX's failure to pay employees for all hours worked; provide employees with timely and duty-free meal periods; authorize and permit employees to take timely and duty-free rest periods; indemnify employees for necessary business expenses; pay all minimum wages, overtime wages, meal period premium wages, rest period premium wages, and accrued vacation wages; failing to pay all wages owed upon separation; failure to timely pay wages owed; failing to maintain accurate records of hours worked; whistleblower retaliation; failure to provide sick; Equal Pay Act violations; failure to provide personnel records for inspection; failure to abide by washing facility, food handling and temporary sleep quarter requirements; failure to permit employees to discuss wages; unlawful deductions/kickbacks; failure to provide signed instruments upon request; impermissibly asking for salary history and/or refusal to disclose pay scales; requiring employees to sign agreement with unlawful terms; requiring employees to disclose or use as a factor for employment information regarding arrests and detentions that did not result in conviction and associated penalties; misclassification of an independent contractor; unlawful special wage calculations; health and safety violations; and failure to provide employees with accurate itemized wage statements. Plaintiff Preciado further alleged violations of applicable Industrial Welfare Commission Wage Orders; Cal/OSHA regulations including California Code of Regulations, Title 8, section 3395; unlawful restraint of trade and unfair competition in violation of Business and Professions Code sections 16600, 16700, and 17200; and unlawful hiring practices in violation of Government Code section 12952. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff Javier Walle Preciado gave timely written notice to ZOOX and the LWDA by sending the Preciado PAGA Notice on June 21, 2024, and August 27, 2024.

2.5. On June 25, 2025, the Parties participated in an all-day mediation presided over by Monique Ngo-Bonnici, Esq. of Signature Resolution which led to this Agreement to settle the Actions.

2.6. Prior to mediation, Plaintiffs obtained, through informal discovery, all relevant policies throughout the entire class period; a 33% sampling of putative class members' timekeeping and payroll records; and data points reflecting the total number of putative Class Members; Class Period Workweeks; aggrieved employees; and PAGA Pay Periods. 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*").

2.7. The Court has not granted class certification.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, ZOOX and HIREART promise to pay, collectively, ONE MILLION SIX HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$1,650,000.00) and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions (defined below) of the Individual Class Payments. ZOOX and HIREART have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadlines stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members, Chui Aggrieved Employees or Preciado Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to ZOOX or HIREART.

3.1.2 Of the Gross Settlement Amount, ZOOX will pay ONE MILLION EIGHT THOUSAND FIVE HUNDRED NINETY-EIGHT DOLLARS AND SEVENTY CENTS (\$1,008,598.70), and HIREART will pay SIX HUNDRED FORTY-ONE THOUSAND FOUR HUNDRED ONE DOLLARS AND THIRTY CENTS (\$641,401.30). ZOOX, HIREART, and each of them, agree to be jointly and severally liable for payment of the entire Gross Settlement Amount and agree that they are estopped from arguing that they should only be required to pay their portion of the Gross Settlement Amount. However, if either ZOOX or HIREART becomes insolvent and is thus unable to pay its portion of the Settlement, the other Defendant, in its sole discretion, may declare the insolvent Defendant's portion of the Agreement null and void. For instance, should ZOOX become insolvent and is thus unable to pay its portion of the Settlement, HIREART may declare the settlement of the *Preciado* Class and *Preciado* Aggrieved Employees null and void, and should HIREART become insolvent and is thus unable to pay its portion of the Settlement, ZOOX may declare the settlement of the *Chui* Class and *Chui* Aggrieved Employees null and void.

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 Plaintiffs: Class Representative Service Payment to the Class Representatives of not more than \$10,000.00 each (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as a Participating Class Member). ZOOX and HIREART will not oppose Plaintiffs' request for a Class Representative Service Payment that does not exceed this amount. If the Court approves a Class Representative Service 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. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payment and hold ZOOX and HIREART harmless, and indemnify ZOOX and HIREART, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35% of the Gross Settlement Amount, which, unless escalated pursuant to Paragraph 9 below, is currently estimated to be \$577,500.00 and a Class Counsel Litigation Expenses Payment of not more than \$50,000.00. ZOOX and HIREART will not oppose requests for these payments provided that they do not exceed these amounts. 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 Plaintiffs' 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 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 ZOOX and HIREART harmless, and indemnifies ZOOX and HIREART, from any dispute or controversy regarding any division or sharing of any of these Payments. There will be no additional charge of any kind to either the Settlement Class Members or request for additional consideration from Defendants for such work unless, Defendants materially breach this Agreement, including any term regarding funding, and further efforts are necessary from Class Counsel to remedy said breach, including, without limitation, moving the Court to enforce the Agreement. Where only one Defendant materially breaches this Agreement, the non-breaching Defendant shall not be responsible for any fees and costs sought by Class Counsel to remedy the breach on the part of the breaching Defendant. Should the Court approve attorneys' fees and/or litigation costs and expenses in amounts that are less than the amounts provided for herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$11,290.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment are less or the Court approves payment less than \$11,290.00, 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. Twenty percent (20%) 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. Eighty percent (80%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for penalties and interest (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 by Class Members 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 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.

3.2.5. To the LWDA and Chui Aggrieved Employees: PAGA Penalties in the amount of \$50,000 to be paid from the Gross Settlement Amount, with 75% (i.e., \$37,500) allocated to the LWDA PAGA Payment and 25% (\$12,500.00) allocated to the Individual PAGA Payments.

3.2.5.1 To the LWDA and Preciado Aggrieved Employees: PAGA Penalties in the amount of \$50,000 to be paid from the Gross Settlement Amount, with 75% (i.e., \$37,500) allocated to the LWDA PAGA Payment and 25% (\$12,500.00) allocated to the Individual PAGA Payments.

3.2.5.2. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Chui Aggrieved Employee or Preciado Aggrieved Employees' 25% share of PAGA Penalties (i.e., \$12,500.00) by the total number of PAGA Period Pay Periods worked by all Chui Aggrieved Employees or Preciado Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Chui Aggrieved Employee or Preciado Aggrieved Employee's PAGA Period Pay Periods. Chui Aggrieved Employees and Preciado Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.3. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, ZOOX and HIREART estimate that there are no more than 60,451 Workweeks worked by the Class Members from February 20, 2020 through the date of mediation on June 25, 2025.

4.2. Class Data. Not later than 21 days after the Court grants Preliminary Approval of the Settlement, ZOOX and HIREART will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet, and declarations from ZOOX and HIREART, or Defense Counsel, to Plaintiffs' Counsel attesting to the method by which the number of Workweeks and Pay Periods were determined for each Class Member, each Chui Aggrieved Employee, each Preciado Aggrieved Employee, and all Class Members, Chui Aggrieved Employees, and Preciado Aggrieved Employees in the aggregate. 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 effect and perform under this Agreement. ZOOX and HIREART have a continuing duty to immediately notify Class Counsel if they discover 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 ZOOX and HIREART 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.

4.3. Funding of Gross Settlement Amount. ZOOX and HIREART shall, collectively, fully fund the Gross Settlement Amount and the amounts necessary to fully pay ZOOX and HIREART's share of payroll taxes by transmitting the funds to the Administrator no later than twenty-one (21) days after the Effective Date of the Settlement.

4.4. Payments from the Gross Settlement Amount. Within 14 days after ZOOX and HIREART fully funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all

Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those 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 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.

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the 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, requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall 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 Section 384, subd. (b).

4.4.4. All settlement awards shall be deemed to be paid to Class Members and PAGA Members solely in the year in which such payments actually are received by the Class and PAGA Members. It is expressly understood and agreed that the receipt of such settlement awards will not entitle any Class Member or PAGA Member to additional compensation or benefits under any company bonus, equity, contest, or other compensation or benefit plan or agreement in place during the period covered by the Settlement, nor will it entitle any Class Member or PAGA Member to any increased retirement, 401(k) benefits or matching benefits, or deferred compensation benefits. It is the intent of this Settlement that the individual settlement awards provided for in this Settlement are the sole payments to be made by Defendants to the Class and PAGA Members, and that the Class and PAGA Members are not entitled to any new or additional compensation or benefits as a result of having received the individual settlement awards (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Settlement).

5. RELEASES OF CLAIMS. Effective on the date when (1) the Court has entered a Final Order and Judgment certifying the Class, (2) 65 calendar days have passed since the Court has entered a Final Order and Judgment, and have approved the Settlement; (3) the period for filing any appeal, writ or other appellate proceedings opposing the Final Order and Judgment has been filed, including objections, or any other opposition, challenge or motion to vacate the Court's Final Order and Judgment approving the Settlement has been filed, five calendar days after any appeal, writ or other appellate proceedings opposing the Settlement or seeking to vacate the Judgment has been finally and conclusively dismissed with no right to pursue further remedies or relief; and (4) subject to Paragraph 3.1.2 above, ZOOX and HIREART fully fund the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will release claims against the 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 Released Parties from any and all claims, known and unknown, under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, including but not limited to claims arising from or related to their employment with ZOOX and/or HIREART and compensation while an employee of ZOOX and/or HIREART ("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, or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now knows or believes to be true but agrees, 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 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all claims, transactions, damages, penalties, attorneys' fees, costs, liquidated damages, and other relief that accrued or occurred during the Class Release Period under state, federal, or local law, whether statutory or common law, that were, or reasonably could have been, alleged, based on the facts contained in the Actions, the Chui PAGA Notice, and the Preciado PAGA Notice, or that reasonably could have been alleged based on facts ascertained during the Actions, Chui PAGA Notice and Preciado PAGA Notice including (but not limited to) failure to pay wages, including minimum and overtime wages; failure to provide meal periods or pay meal period premiums; failure to

authorize and permit rest periods or pay rest period premiums; failure to timely pay all wages during employment; failure to timely pay final wages; failure to pay sick pay wages; failure to provide accurate and itemized wage statements; failure to maintain records; failure to reimburse necessary expenses; and unlawful, unfair, and/or deceptive business practices. Except as set forth in Section 5.3 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 the Class Period.

5.3 Release by Aggrieved Employees: All Chui Aggrieved Employees and Preciado Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from any and all claims under PAGA, including (but not limited to) any claim for penalties, attorneys' fees costs, or other relief that accrued or occurred during the PAGA Period, that were, or reasonably could have been, alleged, based on the facts contained in the Actions and the Chui PAGA Notice and the Preciado PAGA Notice or that reasonably could have been alleged based on facts ascertained during the Action, including for failure to pay wages, including minimum and overtime wages; failure to provide meal periods or pay meal period premiums; failure to authorize and permit rest periods or pay rest period premiums; failure to timely pay all wages during employment; failure to timely pay final wages; failure to pay sick pay wages; failure to provide accurate and itemized wage statements; failure to maintain records; unlawful restrictions on speech, including unlawful restrictions on disclosing wages and/or working conditions, or engaging in protected activity under the Labor Code; and failure to reimburse necessary expenses.

6. Consolidated Complaint.

6.1 The Parties shall consolidate the Actions and Plaintiffs shall file a First Amended Consolidated Complaint in the consolidated case alleging all claims that fully encompass all class action claims and PAGA claims presently alleged in the complaints in the Actions. Plaintiffs shall file the First Amended Complaint within 21 days of execution of the Agreement.

7. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

7.1 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all 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 PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA 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 Plaintiffs, 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,

and the Administrator; (vi) a signed declaration from Class Counsel's firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (s)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vii) all facts relevant to any actual or potential conflict of interest with Class Members and the Administrator. 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. Plaintiffs will provide Defense Counsel at least three business days to review and comment on the draft documents.

7.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly 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 to the Administrator.

7.3 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 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 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.

8. SETTLEMENT ADMINISTRATION.

8.1 Selection of Administrator. The Parties have jointly selected Apex to serve as the Administrator and verified that, as a condition of appointment, Apex agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for 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.

8.2 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.

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

8.4 Notice to Class Members.

8.4.1 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, Chui Aggrieved Employees, Preciado Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

8.4.2 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 estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator will perform a National Change of Address check. There will not be a claim process requirement and, as such, the Class Members will not receive nor will they be required to submit a claim form to receive their individual settlements.

8.4.3 Not later than 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.

8.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 45 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.

8.4.5 If the Administrator, ZOOX, HIREART or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer 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 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

8.5 Requests for Exclusion (Opt-Outs).

8.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 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 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.

8.5.2 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.

8.5.3 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 Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

8.5.4 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 or 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 Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement, may not exclude themselves from the PAGA portion of the Settlement and are eligible for an Individual PAGA Payment.

8.6 Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class 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 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 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 Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

8.7 Individual Settlement Payments

8.7.1 Chui Actions – HIREART will calculate the number of Workweeks worked by the Chui Class Members during the relevant Class Period and the number of Pay Periods worked by the Chui Aggrieved Employees during the PAGA Period using hire dates, termination dates and re-hire dates, if applicable. The Settlement Claims Administrator will calculate the amount to be paid per Workweek, and the individual settlement awards to eligible Chui Class Members. HIREART and the Settlement Administrator will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data. HIREART's calculations of Workweeks and Pay Periods will be presumed to be correct, unless a particular Class Member proves otherwise to the Settlement Claims Administrator by credible evidence. If a Class Member timely disputes their Workweek calculation pursuant to Paragraph 8.6 above, HIREART shall be given up to five business days to produce to the Settlement Administrator any time data, pay data, or other information that HIREART believes supports its Workweek calculation for the Class Member. Should HIREART fail to provide the time data, pay data, or other information that

HIKEARTI believes supports its Workweek calculation for the Class Member within five business days, the Class Member's Workweek calculation will be presumed to be correct, and any additional Workweeks will be included in the calculation of the Gross Settlement Amount pursuant to the Escalator Clause in Paragraph 9 below. All Workweek disputes will be resolved and decided by the Settlement Claims Administrator and the Settlement Claims Administrator's decision on all Workweek disputes will be final and non-appealable. The individual settlement awards for the class claims will be determined by dividing the "Chui Net Settlement Amount" (which, unless escalated pursuant to Paragraph 9 below, amounts to \$641,401.30 minus the proportionate share of Court-awarded attorneys' fees and costs, Plaintiff Chui's enhancement award, the proportionate share of the Administration Expenses Payment, and the Chui PAGA Penalties) by the total number of Workweeks for the Chui Class Members participating in the Settlement, resulting in the Workweek Value, and then multiplying the Workweek Value by the number of Workweeks worked by each Chui Class Member participating in the Settlement. The individual settlement awards for the PAGA claims will be determined by dividing the amount reserved for the Chui PAGA Penalties (less 75% to be paid to the LWDA) by the total number of Pay Periods for the Chui Aggrieved Employees during the PAGA Period resulting in the PAGA Pay Period Value, and then multiplying the PAGA Pay Period Value by the number of Pay Periods worked by each PAGA Member.

8.7.2 Preciado Actions – ZOOX will calculate the number of Workweeks worked by the Preciado Class Members during the relevant Class Period and the number of Pay Periods worked by the Preciado Aggrieved Employees during the PAGA Period using hire dates, termination dates and re-hire dates, if applicable. The Settlement Claims Administrator will calculate the amount to be paid per Workweek, and the individual settlement awards to eligible Preciado Class Members. ZOOX and the Settlement Administrator will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data. ZOOX's calculations of Workweeks and Pay Periods will be presumed to be correct, unless a particular Class Member proves otherwise to the Settlement Claims Administrator by credible evidence. If a Class Member timely disputes their Workweek calculation pursuant to Paragraph 8.6 above, ZOOX shall be given up to five business days to produce to the Settlement Administrator any time data, pay data, or other information that ZOOX believes supports its Workweek calculation for the Class Member. Should ZOOX fail to provide the time data, pay data, or other information that ZOOX believes supports its Workweek calculation for the Class Member within five business days, the Class Member's Workweek calculation will be presumed to be correct, and any additional Workweeks will be included in the calculation of the Gross Settlement Amount pursuant to the Escalator Clause in Paragraph 9 below. All Workweek disputes will be resolved and decided by the Settlement Claims Administrator and the Settlement Claims Administrator's decision on all Workweek disputes will be final and non-appealable. The individual settlement awards for the class claims will be determined by dividing the "Preciado Net Settlement Amount" (which, unless escalated pursuant to Paragraph 9 below, amounts to \$1,008,598.70 minus the proportionate share of Court-awarded attorneys' fees and costs, Plaintiff Preciado's enhancement award, the proportionate share of the Administration Expenses Payment, and the Preciado PAGA Penalties) by the total number of Workweeks for the Preciado Class Members participating in the Settlement, resulting in the Workweek Value, and then multiplying the Workweek Value by the number of Workweeks worked by each Preciado Class Member participating in the Settlement. The individual settlement awards for the PAGA claims will be determined by dividing the amount reserved for the Preciado PAGA Penalties (less 75% to be paid to the LWDA) by the total number of Pay Periods for the Preciado Aggrieved Employees during the PAGA Period resulting in the PAGA Pay

Period Value, and then multiplying the PAGA Pay Period Value by the number of pay periods worked by each PAGA Member.

8.8 Objections to Settlement.

8.8.1 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.

8.8.2 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 45 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed). Participating Class Members may not object to the PAGA portion of the Settlement.

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

8.9 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.

8.9.1 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 copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, 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.

8.9.2 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 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 of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid), with any contact information redacted.

8.9.3 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 Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all

8.9.4 Workweek and/or 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 Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

8.9.5 Administrator's Declaration. No later than 14 days before the date by which Plaintiffs are 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.

8.9.6 Final Report by Settlement Administrator. Within 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 7 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.

9. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE. Based on their records, ZOOX and HIREART estimate that, as of the date of this Settlement Agreement, there are 60,451 Total Workweeks from February 20, 2020 through the date of mediation. In the event the total number of Workweeks worked by Class Members collectively during the Class Period exceeds 60,451 by more than 10%, or 6,045 Workweeks, then ZOOX and HIREART shall have the option of: (a) increasing the Gross Settlement Amount by the percentage increase in the number of Workweeks worked by Class Members above 10% (e.g. if the number of Workweeks increases by 11%, the Gross Settlement Amount will increase by 1%); or (b) rolling back the end of the Class Period and PAGA Period to the date in which 66,496 Workweeks is met. ZOOX and HIREART shall reach a mutual agreement as to which option is selected for purposes of this part. ZOOX and HIREART's option to roll back the end date of the Class Periods expires 14 days prior to the first set hearing on Plaintiffs' Motion for Preliminary Approval. Should the Gross Settlement Amount be increased pursuant to option (a) above, 39% of the resulting increase to the Net Settlement Amount shall be distributed to the Chui Class Members, and 61% shall be distributed to the Preciado Class Members.

10. ZOOX AND HIREART'S RIGHT TO WITHDRAW. ZOOX retains the right, in the exercise of its sole discretion, to nullify the Settlement as it relates to ZOOX and the Actions if within thirty (30) calendar days after expiration of the opt-out period if 5% or more of the Preciado Class Members opt out of the Settlement and/or if the combined workweeks worked by Preciado Class Members who timely exclude themselves amounts to more than 5% of the total workweeks worked by all Preciado Class Members; and

(b) HIREART retains the right, in the exercise of its sole discretion, to nullify the Settlement as it relates to HIREART and the Actions if within thirty (30) calendar days after expiration of the opt-out period if 5% or more of the Chui Class Members opt out of the Settlement and/or if the combined workweeks worked by Chui Class Members who timely exclude themselves amounts to more than 5% of the total workweeks worked by all Chui Class Members.

11. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under 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 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.

11.1 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 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

11.2 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 Payment, 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.

11.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Actions, 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.

11.4 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, except as to matters that do not affect the amount of the Net Settlement Amount.

11.5 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.

11.6 LWDA Submissions. Class Counsel will timely comply with Labor Code section 2699(s)(1)(3).

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

13. ADDITIONAL PROVISIONS.

13.1 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 ZOOX, Justin Brown, Aicha Evans or HIREART that any of the allegations in the Operative Complaints have merit or that ZOOX and HIREART have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that ZOOX and HIREART'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 Judgment, ZOOX and HIREART reserve the right to compel the Actions to arbitration, contest certification of any class for any reasons, and ZOOX and HIREART reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest ZOOX and HIREART'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).

13.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, ZOOX, HIREART 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, directors, executives, management, 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, ZOOX, HIREART 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, any with 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. This paragraph also does not restrict ZOOX or HIREART

from disseminating a neutral, non-argumentative communication to Class Members about the Settlement and mailing of the Class Notice after preliminary approval is granted, subject to Class Counsel's written approval of such communications.

13.3 Publicization or Disclosure. Plaintiffs and Class Counsel agree not to issue a press release or otherwise disclose the Settlement including its terms, contents, and the negotiations underlying the Settlement, in any manner or form, directly or indirectly, to any person or entity, except to potential Class Members and as shall be contractually required to effectuate the terms of the Settlement. For the avoidance of doubt, this section means that Plaintiffs and Plaintiffs' Counsel agree not to issue press releases, communicate with, or respond to any media or publication entities, publish information manner or form, whether printed or electronic, on any medium or otherwise communicate, whether by print, video, recording, or any other medium, with any person or entity, concerning the Settlement (as listed above), except as may be contractually required to effectuate the terms of this Agreement. For the limited purpose of allowing Plaintiffs' Counsel to prove adequacy as class counsel in other actions, Plaintiffs' Counsel may disclose the name of the Parties in this action, the case number, and the venue of this action (but not any other settlement details) for such purposes. Plaintiffs and Class Counsel agree that, if they are contacted regarding these Actions, they will only state that the Actions exist and have been resolved. This provision is not intended to, and does not, limit Class Counsel from responding to questions from and providing advice to the Class Members regarding the Settlement after Preliminary Approval.

13.4 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 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.

13.5 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.

13.6 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff, ZOOX, Justin Brown, Aicha Evans and HIREART, 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.

13.7 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 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.

13.8 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 and portion of any liability, claim, demand, action, cause of action, or right released and

discharged by the Party in this Settlement.

13.9 No Tax Advice. Neither Plaintiffs, Class Counsel, ZOOX, HIREART 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.

13.10 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. Plaintiff and Defendant expressly agree that should the Parties agree to amend, modify, change, or waive this Agreement, or any part of it, Class Counsel and Defense Counsel are authorized to submit to the Court any amendments of this Agreement, amended Agreements, or amendments to the Agreement, on behalf of the Parties once fully executed.

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

13.12 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.

13.13 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.

13.14 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.

13.16 Headings. The descriptive heading of any section or paragraph of this Agreement

13.17 Calendar Days. Unless otherwise noted, all reference 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 legal holiday, such date or deadline shall be on the first business day thereafter.

13.18 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:

Vedang J. Patel
vedang@tomorrowlaw.com
Brandon M. Chang
brandon@tomorrowlaw.com

BIBIYAN LAW GROUP, P.C.

1460 Westwood Blvd.

Los Angeles, CA 90024

Telephone: (310) 438-5555

Facsimile: (310) 300-1705

To ZOOX Inc.

Adam Y. Siegel

Adam.Siegel@jacksonlewis.com

JACKSON LEWIS P.C.

725 South Figueroa Street, Suite 2800

Los Angeles, California 90017

Telephone: (213) 689-0404

Facsimile: (213) 689-0430

Scott P. Jang

Scott.Jang@jacksonlewis.com

Julianna Bramwell

Julianna.Bramwell@jacksonlewis.com

JACKSON LEWIS P.C.

50 California Street, 9th Floor

San Francisco, California 94111

Telephone: (415) 796-5420

Facsimile: (415) 394-9401

Sean M. Bothamley

JACKSON LEWIS P.C.

160 West Santa Clara Street, Suite 400

San Jose, California 95113

Telephone: (408) 579-0404

Facsimile: (408) 454-0290

To HireArt:

Keith Jacoby

kjacoby@littler.com

Alexandria Rafizadeh

2049 Century Park East
5th Floor
Los Angeles, California 90067.3107
Telephone: 310.553.0308
Fax No.: 800.715.1330

13.19 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.

13.20 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 including to amend pleadings and other actions ancillary to resolution. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Jessica Chui

Plaintiff Jessica Chui

Plaintiff Javier Walle Preciado

Vedang J. Patel 4/23/26

Counsel for Plaintiffs

Zoox, Inc.

Counsel for Zoox, Inc.

For HireArt Inc.

Counsel for HireArt Inc.

2049 Century Park East
5th Floor
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Plaintiff Jessica Chui

Javier Walle Preciado

Plaintiff Javier Walle Preciado

Counsel for Plaintiffs

Zoox, Inc.

Counsel for Zoox, Inc.

For HireArt Inc.

Counsel for HireArt Inc.

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Plaintiff Jessica Chui

Plaintiff Javier Walle Preciado

Counsel for Plaintiffs

DocuSigned by:

Christopher Malenanko

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Zoox, Inc.



Counsel for Zoox, Inc.

For HireArt Inc.

Counsel for HireArt Inc.

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Plaintiff Jessica Chui

Plaintiff Javier Walle Preciado

Counsel for Plaintiffs

Zoos, Inc.

Counsel for Zoos, Inc.

Chris Forbes

For HireArt Inc.

[Signature]

Counsel for HireArt Inc.