COHELAN KHOURY & SINGER
Isam C. Khoury (SBN 58759)
ikhoury@ckslaw.com
Rosemary C. Khoury (SBN 331307)
rkhoury@ckslaw.com
605 C Street, Suite 200
San Diego, CA 92101
Telephone: (619) 595-3001/Facsimile: (619) 595-3000

HAMNER LAW OFFICES, APLC
Christopher J. Hamner (SBN 197117)
chamner@hamnerlaw.com
26565 West Agoura Road, Suite 200
Calabasas, CA 91302
Telephone: (888) 416-6654

Attorneys for Plaintiff Joseph Stevens,
on behalf of himself and all others similarly situated and aggrieved

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN BERNARDINO

JOSEPH STEVENS, on behalf of himself and all others similarly situated and aggrieved,

Plaintiff,

v.

GOSHARE INC., a Delaware Corporation; and DOES 1 Through 10, inclusive,

Defendants.

Case No. CIVSB2428568
ASSIGNED FOR ALL PURPOSES TO:
The Honorable Wilfred J. Schneider Jr.
Department S32

CLASS AND REPRESENTATIVE ACTION

DECLARATION OF ISAM C. KHOURY IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT

Date:	December 2, 2026
Time:	8:30 a.m.
Dept.:	S32
Complaint filed:	October 3, 2024
Trial Date:	Not set

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605 C Street, Suite 200
San Diego, CA 92101

I, Isam C. Khoury, declare as follows:

1. I am a Founding Partner at the law firm of Cohelan Khoury & Singer, co-counsel of record for Plaintiff Joseph Stevens in this consolidated action. I submit this declaration in support of Plaintiff's Motion for Final Approval of Class and PAGA Representative Action Settlement. The following facts are within my personal knowledge and if called to testify I could and would competently testify to them.

2. I am a 1973 Hastings School of Law graduate and was admitted to the California State Bar in 1974 and am admitted to practice in all state courts in California and in the all federal courts in California, as well as the First Circuit Court of the State of Hawaii and the United States Court of Appeals for Sixth Circuit.

3. In 1981, Timothy D. Cohelan and I formed Cohelan & Khoury, a Partnership of Professional Law Corporations, and within a few years began to focus on class actions. Cohelan & Khoury became Cohelan Khoury & Singer in 2009. Our firm represents plaintiffs in class and representative action litigation, including wage and hour, labor and employment, antitrust, consumer protection, construction defect and other public interest class and representative actions.

4. I have been selected by my peers based on ethics, experience and reputation as Super Lawyers in Civil Litigation by the Southern California Super Lawyers Magazine for several years between 2012 through the present. Michael D. Singer, Managing Partner, was named to the Daily Journal 2012, 2013, and 2018 list of Top California Labor and Employment Attorneys and selected to the Southern California Super Lawyers in 2010, 2012-2019. Mr. Singer was admitted as a fellow to the College of Labor and Employment Attorneys in 2020. I am AV – Preeminent rated by Martindale-Hubbell, as are many attorneys in our firm.

5. Cohelan Khoury & Singer has been certified by the State Bar of California to provide the Mandatory Continuing Legal Education activity entitled "Litigating California Class Actions" and has conducted MCLE certified seminars on this topic. Senior Partner, Timothy D. Cohelan, is the author of Cohelan on California Class Actions (1997-2026, updated annually), part of Thomson Reuters Expert Series updated annually. Michael D. Singer is a contributing

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author on the CEB publication California Wage and Hour Law: Compliance and Litigation (2010-2026 updated annually), in which he wrote the opening chapter overview on California Wage and Hour laws, including the public policy underpinnings for those laws, and the Private Attorneys General Act ("PAGA") Claim chapter. He is also a contributing author to the CEB Practitioner (2020), including guidelines for oral argument and forms for PAGA litigation. Mr. Singer has served as a columnist for the California State Bar, Litigation Section on wage and hour litigation and has contributed articles on wage and hour and class action issues through the years to numerous California publications.

6. Prior to COVID-19, Mr. Singer typically lectured several times per year for continuing education courses on wage and hour and class action issues at events in San Diego, Orange County, Los Angeles, and San Francisco. For over twelve years, he has served as wage and hour amicus co-chair and liaison for the California Employment Lawyers Association, drafting, reviewing, and coordinating amicus filings on wage and hour issues in the California Supreme Court and Courts of Appeal. He has been engaged in the practice of labor and employment law since 2000, handling well over 300 wage and hour class and PAGA actions and several individual labor cases. He has litigated several types of employment actions, including complex ERISA employee welfare benefit plan cases, as well as wage and hour class actions before Federal and State Courts in California. In 2014, Mr. Singer tried a wage and hour class action involving claims for illegally deducted wages and unreimbursed expenses. *Dilts v Penske Logistics LLC, Inc*. Mr. Singer successfully appealed the trial court ruling in *Dilts* finding state laws preempted by the FAAAA for truck drivers. Mr. Singer has participated in over 50 appellate cases and argued writs and appeals before several California District Courts of Appeal, arguing for plaintiffs on rehearing in *Brinker International Inc. v. Superior Court* before the Fourth District Court of Appeal, as well as federal appeals in the Second, Third, and Ninth Circuit Courts of Appeals. In addition, Mr. Singer has drafted numerous appellate briefs as the appellant, respondent, or amicus curiae in employment class and individual actions. As co-Class Counsel in *Brinker Restaurant Corp. v. Superior Court* [formerly reported at (2008)165 Cal.App.4th 25], Mr. Singer argued before the Fourth District Court of Appeal in May 2008 on transfer from the

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California Supreme Court, and co-authored the successful Petition for Review.

7. Associate Rosemary C. Khoury graduated magna cum laude from the University of San Diego with a B.A. in English. She received her law degree cum laude from the University of San Diego and was admitted to the California State Bar in 2020. During law school, she worked at USD's Worker's Rights Clinic and received the 2020 award for Outstanding Clinic Intern for her work in representing a client in settlement negotiations before the California Labor Commissioner. She volunteered at USD's Education & Disability Clinic, assisting parents of children with special educational needs. Since joining Cohelan Khoury & Singer in 2020, Ms. Khoury practice consists of representing employees in wage and hour class actions and PAGA actions, as well as representing consumers in consumer class actions.

8. My firm has successfully tried class cases, obtained appellate reversals of class certification denials (*e.g. Hicks v. Kaufman and Broad,* (2001) 89 Cal.App.4th 908), and has certified multiple wage and hour class.

9. As a part of our overall firm philosophy lawyers perform community service and pro bono work. Firm volunteer work includes service through Legal Aid at Work, San Diego Volunteer Lawyer Program, the San Diego County Bar Foundation and Consumer Attorneys of San Diego. I am a past recipient of the Wiley W. Manuel Award for Pro Bono Service. Mr. Singer has served on the Legal Aid at Work Board of Directors since 2011. Mr. Cohelan served as the Chair of the San Diego Volunteer Lawyers Program from 2015-2018, and currently sits on the Board as past Chair. He completed 24 years of volunteer judicial service as a Judge Pro Tem of the San Diego Superior Court. Since admission to the California Bar, Partner Diana M. Khoury has been a member of the San Diego County Bar Association, Consumer Attorneys of San Diego, Consumer Attorneys of California, and American Association for Justice serving and chairing various committees through the years for these organizations. For six years from 2010 through 2015, Ms. Khoury served on the Board of Directors for Consumer Attorneys of San Diego. Since 2013, Ms. Khoury actively serves on the Board of Directors for the San Diego County Bar Foundation, the 501(c)(3) charitable arm of the San Diego County Bar Association providing access to justice to the underserved and impoverished in the San Diego County region. Our firm's

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pro bono victories include a settlement which prohibits the City of San Diego from targeting homeless people for illegal lodging tickets under Penal Code Section 467(j). (*Spencer v. City of San Diego*, USDC Case No 04CV-2314 BEN (WMC).) The *Spencer* settlement had the effect of increasing the number of available shelter beds in San Diego.

10. Cohelan Khoury & Singer has been certified Class Counsel in the following contested proceedings: *Aguilar v. Atlantic Richfield, et al.,* San Diego County Superior Court Case No. 00700810; *Andino v. Kaiser Foundation Hospitals*, Alameda County Superior Court Case No. RG11580548; *Arellano, et al. v. Container Connection of Southern California, Inc.*, Los Angeles County Superior Court Case No. BC500675; *BANK OF AMERICA WAGE AND HOUR EMPLOYMENT PRACTICES LITIGATION*, United States District Court, District of Kansas MDL Case No. 2138 (FLSA Condition Certification); *Czuchaj v. Conair Corporation*, United States District Court, Southern District of California Case No. 13CV1901; *Dilts, et al. v. Penske Logistics, L.L.C., et al.,* United States District Court, Southern District of California Case No. 08CV0318; *Englert, et al. v. AT&T Wireless Services, Inc., et al.,* Circuit Court of the Second Circuit, State of Hawaii Case No. 02-1-0074; *Evans v. Washington Mutual Bank,* Orange County Superior Court Case No. 02CC15415; *Filion v. Ethan Allen Retail Inc.,* United States District Court, Southern District of California Case No. 05CV2340; *Gerard v. Les Schwab Tire Centers of California, Inc.*, Sacramento County Superior Court Case No. 2007-30000003; *Grana, et al. v. PICO Enterprises, Inc. dba Phyle Inventory Control Specialist and PICS,* Los Angeles County Superior Court Case No. BC472891; *Gutierrez v. Save Mart Supermarkets,* San Mateo County Superior Court Case No. CIV530955; *Wilcox v Albertsons,* San Diego County Superior Court Case No. GIC833922; *Gonzalez, et al. v. Freedom Communications, Inc. d/b/a The Orange County Register*, Orange County Superior Court Case No. 03CC08756; *Graham, et al. v. Overland Solutions, Inc.,* United States District Court, Southern District of California Case No. 10CV0672 (FLSA Conditional Certification); *Hicks v. Kaufman and Broad Home Corp.,* Los Angeles County Superior Court Case No. B198414; *Hohnbaum, et al. v. Brinker Restaurant Corporation, et al.,* San Diego County Superior Court Case No. GIC834348; *KEMP, et al. v. CSEA, et al.,* Circuit Court of the First Circuit, State of Hawaii Case No. 98-3815-08; *LIBERTY*

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MUTUAL OVERTIME CASES, Los Angeles County Superior Court Case No. JCCP 4234; *Mitchell, et al. v. Acosta, Inc., dba Acosta Sales and Marketing Company*, United States District Court, Central District of California Case No.11CV07196 (FLSA Conditional Certification); *Santana v. Rady Children's Hospital-San Diego*, San Diego County Superior Court Case No. 37-2014-00022411; *Schaffer v. Rady Children's Hospital-San Diego*, San Diego County Superior Court Case No. 337-2015-00022978; *Schneider, et al. v. Catholic Healthcare West*, San Francisco County Superior Court Case No. CGC-10-506243; *Salucci v. Amada Senior Care, Inc.*, Orange County Superior Court Case No. 37-2015-00778081; *Smith v. California Pizza Kitchen*, San Diego County Superior Court Case No. 37-2008-00083992; STEROID HORMONE PRODUCT CASES, Los Angeles County Superior Court Case No. JCCP 4363; *Stevenson Aibangbee v. Victoria Apartments, et al.*, Los Angeles County Superior Court Case No. BC299498; *Swift v. Liebert Corp.*, Orange County Superior Court Case No. 00CC04588; *Sylvia, et al. v. Wells Fargo Home Mortgage, Inc.*, Orange County Superior Court Case No. 03CC05747; *Vaquero v. Ashley Furniture Industries, Inc., et al.*, United States District Court, Central District of California Case No. 12CV8590; *Vaquero v. Stoneledge Furniture LLC*, Los Angeles County Superior Court Case No. BC522676; *Vazquez v. Kraft Heinz Foods Company*, Unites States District Court, Southern District of California Case No. 16-CV-02749; *Watson v. Raytheon Company*, United States District Court, Southern District of California Case No. 1OCV0634; and *Weigele v. FedEx Ground Package System, Inc.*, United States District Court, Southern District of California Case No. 06CV1330, among others, as well as being appointed Class Counsel in connection with well over 300 class action settlements.

11. As Class and PAGA Representative Counsel, Cohelan Khoury & Singer has actively commenced, prosecuted and concluded numerous state and federal class and representative actions. Since 2016, Cohelan Khoury & Singer has played a central role in the resolution of over 300 such cases, including the following, which have received court approval: (a) *Arellano, et al. v. Container Connection of Southern California, Inc.*, Los Angeles County Superior Court Case No. BC500675, Hon. Anne I. Jones; (b) *Castro v. Home Depot U.S.A., Inc.*, Los Angeles County Superior Court Case No. BC577885, Hon. Elihu M. Berle; (c) *Czuchaj v.*

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Conair Corporation, United States District Court, Southern District of California Case No. 13-CV-1901 BEN, Hon. Roger T. Benitez; (d) *Gardiner v. TSYS*, United States District Court, Central District of California Case No. 18-cv-00415, Hon. David O. Carter; (e) *Grana v. PICO Enterprises, Inc.*, Los Angeles County Superior Court Case No. BC472891, Hon. Stephanie M. Bowick; (f) *Gutierrez v. Save Mart Supermarkets*, San Mateo County Superior Court Case No. CIV530955, Hon. Marie S. Weiner; (g) *Hernandez v. Workforce Enterprises WFE, Inc.*, Los Angeles County Superior Court Case No. BC590913, Hon. Elihu M. Berle; (h) *Hicks v. Poway Academy of Hair Design, Inc.*, San Diego County Superior Court Case No. 2014-00026517, Hon. Ronald L. Styn; (i) *Hubbard v. Caliber Home Loans, Inc.*, Orange County Superior Court Case No. 2018-01017838; (j) *Klein v. Loomis Armored US, LLC*, San Bernardino County Superior Court Case No. CIVDS1704547, Hon. David Cohn; (k) *Laureano v. The Art of Shaving*, Los Angeles County Superior Court Case No. BC550093, Hon. Amy D. Hogue; (l) *Lopez, et al. v. Management & Training Corporation, et al.*, United States District Court, Southern District of California Case No. 17-CV-010624 JM, Hon. Jeffrey T. Miller; (m) *Magdaleno v. Shelly Automotive, LLC*, Orange County Superior Court Case No. 2013-0043958, Hon. Kim. G. Dunning; (n) *McGrath, et al. v. Wyndham Resort Development Corporation, et al.*, United States District Court, Southern District of California Case. No. 15-CV-1631 JM, Hon. Jeffrey T. Miller; (o) *Mena v. Wolfgang Puck Catering*, Los Angeles County Superior Court Case No. BC582743, Hon. John Shepard Wiley, Jr.; (p) *Morales v. The Los Angeles Country Club*, Los Angeles County Superior Court Case No. BC566493, Hon. William F. Highberger; (q) *Nijmeh v. Bon Appetit Management Company, Inc.*, Santa Clara County Superior Court Case No. 16CV294127, Hon. Thomas E. Kuhnle; (r) *Plascencia v. Aramark Services, Inc.*, Santa Clara County Superior Court Case No. 2015-1-CV-288310, Hon. Brian C. Walsh; (s) *Plimpton v. Gordon Trucking, Inc.*, San Bernardino County Superior Court Case No. CIVDS1511918, Hon. Donald Alvarez; (t) *Raya v. Amazon*, United States District Court, Northern District of California Case No. 15-CV-02005 MMC, Hon. Maxine M. Chesney; (u) *Rivas v. ESA Management*, United States District Court, Central District of California Case No. 14-CV-5767, Hon. Dale S. Fischer; (v) *Rodriguez v Healthcare Partner Medical Group, Inc.*, Los Angeles County Superior Court Case No.

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BC541313, Hon. Kenneth Freeman; (w) *Ryan v. Dignity Health*, Sacramento County Superior Court Case No. 2013-00147371, Honorable Alan G. Perkins; (x) *Santana v. Rady Children's Hospital-San Diego*, San Diego County Superior Court Case No. 37-2014-00022411, Hon. Joel R. Wohlfeil; (y) *Schaffer v. Rady Children's Hospital-San Diego*, San Diego County Superior Court Case No. 337-2015-00022978; Hon. Joel R. Wohlfeil; (z) *Schneider v. Catholic Healthcare West*, San Francisco County Superior Court Case No. CGC-10-506243, Hon. Angela Bradstreet; (aa) *Schwartz v Bank of the West*, San Francisco County Superior Court Case No. CGC-14-538955, Hon. Harold E. Kahn; (bb) *Syed v. M.I. Swaco*, United States District Court, Eastern District of California, Case No. 12-CV-01718 DAD, Hon. Dale A. Drozd; (cc) *Vaquero, et al. v. Stoneledge Furniture, LLC*, Los Angeles County Superior Court Case No. BC522676, Hon. Elihu M. Berle; (dd) *Vazquez v. Kraft Heinz Foods Company*, United States District Court, Southern District of California Case No. 16-CV-02749, Hon. William Q. Hayes; (ee) *Walsh v. Cedars-Sinai Medical Center*, Los Angeles County Superior Court Case No. BC487290, Hon. William F. Highberger; among many others.

12. Plaintiff Joseph Stevens ("Plaintiff") seeks final approval of a non-reversionary class and Private Attorneys General Act ("PAGA") settlement. The settlement is for $264,794.42, and covers a Class of 3,924 persons who performed 98,814 deliveries in California as independent contractors for Defendant GoShare Inc. ("GoShare" or "Defendant").[1] The Class Period runs from October 3, 2020 through October 8, 2025, and the PAGA Period runs from July 30, 2023 through October 8, 2025. Attached hereto as **Exhibit 1** is a true and correct copy of the Class Action and PAGA Settlement Agreement. Attached hereto as **Exhibit 2** is a true and correct copy of the Declaration of Joseph Stevens filed November 7, 2025.

13. The documents obtained, and calculations made for mediation, are detailed in Plaintiff's Motion for Preliminary Approval, filed November 7, 2025, at page 6, line 24, through page 7, line 12.

[1] Because the total Deliveries exceeded 81,720 by more than 15% (to 93,978), the escalator clause was triggered, for the Deliveries between 93,978 and 98,814, increasing the Gross Settlement Amount from $250,000 to $264,794.42. *See* SA, ¶ 8.

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14. "Released Claims" means the Plaintiff's Release, Plaintiff's Waiver of Rights Under California Civil Code Section 1542, Release by Participating Class Members, and Release by Aggrieved Employees.

15. The release for Participating Class Members and Aggrieved Employees will be effective at the time the settlement funds are paid by Defendant to the Settlement Administrator.

16. The Settlement was preliminary approved on January 6, 2026.

17. This Court has already recognized, at preliminary approval, that the Settlement is "fair, adequate, and reasonable." Now, it is clear that "the reaction of the class members to the proposed settlement" also favors granting final approval. *See Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794, 1801.

18. Class Counsel requests $88,264.81 in attorneys' fees (one-third of the GSA) and $21,130.09 in litigation costs, based on 120.8 hours and a $68,757.50 lodestar. Attached hereto as **Exhibit 3** is a true and correct copy of Costs. Attached hereto as **Exhibit 4** is a true and correct copy of the Time & Cost Summary. Attached hereto as **Exhibit 5** is a true and correct copy of Time.

19. The requested attorney fee rates, from $500 (six-year attorney) to $1,250 (managing partner, forty-two years), are supported by the Laffey Matrix, and by Class Counsel's extensive experience prosecuting, certifying, and settling class actions. Attached hereto as **Exhibit 6** is a true and correct copy of the Laffey Matrix.

20. Fees for paralegals Amber Worden and Matthew Atlas are also appropriate because each meets the requirements of Business and Professions Code section 6450 *et seq*., and their respective rates of $200 and $175, and hours, are reasonable.

21. These requested fees are justified under the percentage of the fund method, and a lodestar crosscheck proves they are reasonable.

22. Under the percentage of the fund method, a one-third fee is standard in California class actions. *Laffitte v. Robert Half Internat. Inc.* (2016) 1 Cal. 5th 480, 506/

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23. Since 2020, Cohelan Khoury & Singer has been awarded one-third of a common fund in many class and representative action settlements, including:

a) *Hubbard v. Caliber Home Loans, Inc.,* Orange County Superior Court, Case No. 2018-01017838 (Hon. Glenda Sanders – approving attorneys' fees of 33-1/3% of $175,000 settlement in a PAGA action).

b) *Redin v. Accountabilities Professional Group, Et al.,* Orange County Superior Court, Case No. 2017-00929734 (Hon. Glenda Sanders –attorneys' fees of 33-1/3% of $255,000 settlement in Class action).

c) *White v. Sacramento Regional Transit District*, Sacramento County Superior Court, Case No. 234-2018-00240461 (Hon. David D. Alba –attorneys' fees of 33-1/3% of $385,000 settlement in Class action).

d) *Burris v. Resort Vacations, Inc.*, Orange County Superior Court, Case No. 30-2018-00997260 (Hon. Randall J. Sherman –attorneys' fees of 33-1/3% of $1,485,000 settlement in Class action) (awarding $495,000, a **1.92 multiplier** of the lodestar of $257,515, pre-certification, as requested).

e) *Jimenez v. Reyes Holdings, LLC, et al.*, San Diego County Superior Court, Case No. 37-2019-00051577 (Hon. Joel R. Wohfeil –attorneys' fees of 33-1/3% of $650,000 settlement in Class and Representative action).

f) *Santos, et al. v. National General Management Corp.*, San Bernardino County Superior Court, Case No. CIVDS 1918865 (Hon. David Cohn –attorneys' fees of 33-1/3% of $680,000 settlement in PAGA action) (awarding $226,666.66, a **1.64 multiplier** of the lodestar of $137,768.50, in PAGA-only action, as requested).

g) *Loreto v. General Dynamics Information Technology, Inc.,* USDC Southern District of California, Case No. 3:19-cv-01366-GPC-MSB (Hon. Gonzalo P. Curiel –attorneys' fees of 33-1/3% of $900,000 settlement in a pre-certification wage and hour class action).

h) *Romanov v. Amazon Services LLC.*, USDC Central District of California, Case No. 2:20-cv-02692-SB-KS (Hon. Stanley Blumenfeld, Jr. – approving attorneys' fees of 33-1/3% of $700,000 settlement in a pre-certification wage and hour class action).

i) *Olson v. Wrike, Inc.*, Santa Clara County Superior Court, Case No. 20CV366599 (Hon. Patricia M. Lucas – approving attorneys' fees of 33-1/3% of $2,000,000 settlement in a pre-certification wage and hour class action) (awarding $666,666 for a **2.39 multiplier** of the lodestar of $277,826, pre-certification, as requested).

j) *Gutierrez v. Kite Electric Incorporated*, Orange County Superior Court, Case No. 30-2020-01133960 (Hon. Peter J. Wilson – approving attorneys' fees of 33-1/3% of $458,991 settlement in a pre-certification wage and hour class action) (awarding $152,997 for a **1.21 multiplier** of the lodestar of $126,457, pre-certification, as requested).

k) *Ramos Gonzalez v. Staff Pro, LLC, et al.*, San Diego County Superior Court, Case No. 37-2019-00044561 (Hon. Joel R. Wohfeil –attorneys' fees of 33-1/3% of $1,500,000 settlement in Class and Representative action) (awarding $500,000 for a **3.19 multiplier** of the lodestar of $156,348.00, pre-certification, as requested).

l) *Dolan v. Abacus Data Systems, Inc.*, San Diego County Superior Court, Case No. 37-2019-00051447 (Hon. Katherine Bacal –attorneys' fees of 33-1/3% of $600,000 settlement in Class and Representative action) (awarding $200,000 for a **0.5 multiplier** of the lodestar of $132,818.50, pre-certification, as requested).

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m) *Lopez, et al. v. Pacific Gas and Electric Company.*, San Francisco County Superior Court, Case No. CGC-17-562970 (Hon. Richard B. Ulmer, Jr. –attorneys' fees of 33-1/3% of $350,000 settlement in Class and Representative action).

n) *Popal v. Wells Fargo Bank, National Associate,* San Diego County Superior Court, Case No. 37-2020-00038101 (Hon. Gregory W. Pollack –attorneys' fees of 33-1/3% of $3,000,000 settlement in Class and Representative action) (awarding $1,000,000 for a **1.89 multiplier** of the lodestar of $527,101, pre-certification, as requested).

o) *Randolph v. Konica Minolta Business Solutions U.S.A., Inc.*, Sacramento County Superior Court, Case No. 34-2018-00237087 (Hon. Lauri A. Damrell – attorneys' fees of 33-1/3% of $325,000 settlement in Class and Representative action).

p) *Sanchez, et al. v. Renzenberger, Inc. et al.*, Los Angeles County Superior Court, Case No. 19STCV46131 (Hon. Yvette M. Palazuelos – attorneys' fees of 33-1/3% of $2,400,000 settlement in Class and Representative action) (awarding $800,000 for a **1.9 multiplier** of the lodestar of $401,859, pre-certification, as requested).

q) De Benning v. Costco Wholesale Corporation, Sacramento County Superior Court, Case No. 34-2021-00309030 (Hon. Gregory W. Pollack – attorneys' fees of 33-1/3% of $9,000,000 settlement in Class and Representative action) (awarding $3,000,000 for an **8.0 multiplier** of the lodestar of $375,468, pre-certification, as requested).

r) Tam v. Q Tech Corporation, Los Angeles County Superior Court, Case No. 21STCV18635 (Hon. Elihu M. Berle – attorneys' fees of 33-1/3% of $650,000 settlement in Class and Representative action).

s) *Mireles v. Lodi Memorial Hospital Association, Inc., et al.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2020-0004458 (Hon. Erin Guy Castillo – attorneys' fees of 35% of $1,500,000 settlement in PAGA action) (awarding $525,000 for a **1.459 multiplier** of the lodestar of $360,605, in PAGA-only action, as requested).

t) *Foley, et al. v. Yuen;s Enterprise Obe, Inc., et al.*, San Bernardino County Superior Court, Case No. CIVDSl912925 (Hon. Jessica Morgan – attorneys' fees of 33-1/3% of $2,824,090.50 settlement in Class and Representative action) (awarding $941,363.50 for a **1.94 multiplier** of the lodestar of $485.099.50, pre-certification, as requested).

u) *Schiller v. Ashley Distribution Services, LTD.*, San Bernardino County Superior Court, Case No. CIVDS2013264 (Hon. Jessica Morgan – attorneys' fees of 33-1/3% of $350,000 settlement in Class and Representative action).

v) *Caracoza, Jr. v. Ashley Furniture Industries, Inc.*, San Bernardino County Superior Court, Case No. CIVDS2012912 (Hon. Corey G. Lee – attorneys' fees of 33-1/3% of $2,500,000 settlement in Class and Representative action) (awarding $833,333.33 for a **2.73 multiplier** of the lodestar of $304,610.75, pre-certification, as requested).

w) *Morris v. The Lincoln National Life Insurance Company.*, Los Angeles County Superior Court, Case No. 22STCV20426 (Hon. Lawrence P. Riff – attorneys' fees of 33-1/3% of $500,000 settlement in Class and Representative action).

x) *Augustine, et al. v United Parcel Service, Inc.*, Los Angeles County Superior Court, Case No. BC636468 (Hon. Stuart M. Rice – attorneys' fees of 33-1/3% of $5,188,336.88 settlement in Class and Representative action).

y) *Parra, et al. v Aztec Landscaping, Inc.*, San Diego County Superior Court, Case No. 37-2019-00002992 (Hon. James A. Mangione – attorneys' fees of 33-1/3% of $3,000,000.00 settlement in a certified Class action) (awarding $1,000,000.00 for a **1.78 multiplier** of the lodestar of $562,787, as requested).

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24. Here, the requested fee requires a modest multiplier of **1.28** ($88,264.81/$68,757.50), which is appropriate. Counsel worked wholly on contingency and risked losing all time and costs. The 120.8 hours spent on this matter precluded other employment, and "would have been undertaken by a reasonable and prudent lawyer to advance or protect his client's interest." *Moore v. Jas. H. Matthews & Co.*, 682 F. 2d 830, 839 (9th Cir. 1982).

25. On the open market, Counsel would have received one-third by agreement with Plaintiff.

26. The case also raised difficult questions of unsettled law, which counsel argued skillfully. Proposition 22, effective December 16, 2020, and codified at Business and Professions Code section 7448 *et seq*., provides that "app-based drivers" who provide "delivery services" for a "network company" are independent contractors if certain conditions are met. (Bus. & Prof. Code, § 7451.) At the time of settlement, few courts had addressed which drivers fall within this provision and are therefore exempt from the Labor Code's employee protections.

27. Two questions were particularly unsettled here. The first was whether a company qualifies as providing "delivery services" if it sometimes facilitates deliveries of more than 50 miles from the pickup location. (*see id.*, § 7463, subd. (h)). The second was whether the box trucks and cargo vans used by GoShare are "other similar means of transportation." (See *ibid.*) Even if the Proposition 22 question were resolved against GoShare, Plaintiff would still have faced the ABC test codified at Labor Code section 2750.3.

28. Finally, the result was excellent, with substantial relief and no objections or exclusion requests. *Lealao*, 82 Cal. App.4th at 44

29. Plaintiff Stevens put the Class's interests above his own, accepting the risk of a cost judgment and the loss of future employment opportunities. He did not pursue, or abandoned, his individual claims to serve only as a representative, yet unlike other class members, he was required to give a general release of all claims, including a section 1542 waiver. He also spent approximately five to ten (5–10) hours seeking counsel and participating in this action through and beyond Settlement.

///

COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101

30. In addition, the Service Payment is also reasonable as compared to the total recovery in this case, as it represents less than two percent of the gross settlement amount ($5,000/ $264,794.42).

31. This allocation was the result of good-faith, mediated negotiations.

32. In addition, this allocation of $5,000.00, which represents about 1.8 percent of the GSA of $264,794.42, is higher than the amount approved in other settlements. *See, e.g. Magadia v. Wal-Mart Assocs.*, 384 F. Supp. 3d at 1101, citing, among others, *Ceja-Corona v. CVS Pharm., Inc.*, 2015 U.S. Dist. LEXIS 5118 (E.D. Cal. Jan. 14, 2015) ($10,000 PAGA penalties in settlement of $900,000, or 1.1% PAGA allocation), recommendation adopted, 2015 U.S. Dist. LEXIS 25730 (E.D. Cal. Mar. 3, 2015); *Nen Thio v. Genji, LLC*, 14 F. Supp. 3d 1324, 1330 (N.D. Cal. 2014) ($10,000 PAGA, $1.25m settlement, or 0.8% PAGA allocation).

33. On the same date the final approval motion and its supporting documents are filed with the Court, they will be served upon Defendant and provided to the LWDA via the LWDA's website. Attached as **Exhibit 7** is a true and correct copy of the LWDA confirmation of Receipt.

I declare under the penalty of perjury under the laws of United States and the State of California that the foregoing is true and correct and that this declaration is executed on November 5, 2026 in San Diego, California.

Isam C. Khoury

COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101

EXHIBIT 1

Docusign Envelope ID: 54B88148-374F-457C-B8DA-587FA80D59BA

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff JOSEPH STEVENS ("Plaintiff") and Defendant GOSHARE INC. ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as a "Party."

1. DEFINITIONS.

1.1. "Action" means the class action and PAGA lawsuit alleging wage and hour violations against Defendant initiated on October 3, 2024, by Plaintiff, in the San Bernardino County Superior Court bearing Court Case No. CIVSB2428568.

1.2. "Administrator" means ILYM Group, Inc. ("ILYM"), the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. "Aggrieved Employee" means a person who performed Delivery Services for Defendant in California during the PAGA Period as an independent contractor.

1.5. "Class" means all persons who performed delivery services for Defendant in California during the Class Period as an independent contractor.

1.6. "Class Counsel" means Isam Khoury and Rosemary Khoury of COHELAN KHOURY & SINGER.

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

1.8. "Class Data" means Class Member identifying information in Defendant's possession including the Class Member's name, last-known mailing address, e-mail address to the extent Defendant has an email address on file, Social Security number, and number of Class Period deliveries and PAGA deliveries.

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

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

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

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1.12. "Class Period" means the period from October 3, 2020, through October 8, 2025.

1.13. "Class Representative" means Plaintiff.

1.14. "Class Representative Service Payment" means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.15. "Court" means the Superior Court of California, County of San Bernardino.

1.16. "Defendant" means GOSHARE INC., the named defendant in the Action.

1.17. "Defense Counsel" means Jackson Lewis P.C.

1.18. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

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

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

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

1.22. "Gross Settlement Amount" means Two Hundred Fifty Thousand Dollars and Zero Cents ($250,000.00), which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 9 below. 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.

1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of deliveries performed during the Class Period.

1.24. "Individual PAGA Payment" means the Aggrieved Employees' pro rata share of 25% of the PAGA Penalties calculated according to the number of deliveries performed during the PAGA Period.

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

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

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

1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following

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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.

1.29. "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.

1.30. "Operative Complaint" means the civil complaint filed in the Action on October 3, 2024.

1.31. "PAGA Period" means the period from July 30, 2023, through October 8, 2025.

1.32. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.33. "PAGA Notice" means Plaintiff's June 16, 2024, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.34. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount of ($5,000.00), allocated 25% to the Aggrieved Employees ($1,250) and the 75% to the LWDA ($3,750) in settlement of PAGA claims.

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

1.36. "Plaintiff" means JOSEPH STEVENS, the named plaintiff in the Action.

1.37. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.38. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.39. "Released Class Claims" means the claims being released as described in Paragraph 5.3 below.

1.40. "Released PAGA Claims" means the claims being released as described in Paragraph 5.4 below.

1.41. "Released Parties" means: Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, and assigns.

1.42. "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.

1.43. "Response Deadline" means 60 calendar days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, (b) fax, email, or mail his or her Objection to the Settlement, or (3) fax, email, or mail disputes as to the number of deliveries attributed to him or her. 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

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Deadline has expired.

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

1.45. "Delivery" means a delivery performed by a Class Member during the Class Period or Aggrieved Employee during the PAGA Period, as provided by Defendant's records.

1.46. "Delivery Services" shall have the same meaning as set forth in California Business & Professions Code section 7463(h).

2. **RECITALS.**

2.1. On June 16, 2024, Plaintiff Stevens submitted a letter to Defendant and the LWDA pursuant to PAGA alleging potential Labor Code violations under Labor Code sections 226, 226.7, 1174, 510, 1194, 1197, 2802, 226.8, and 2750.3.

2.2. On October 3, 2024, Plaintiff Stevens commenced a class and PAGA action by filing a Complaint alleging causes of action against Defendant for (1) Failure to pay minimum wages; (2) Failure to reimburse business expenses; (3) Violation of the unfair competition law; (4) Misclassification under the codified "ABC" test under PAGA; (5) Willful misclassification under PAGA; (6) Failure to pay minimum wages under PAGA; (7) Failure to pay overtime wages under PAGA; (8) Failure to provide meal periods under PAGA; (9) Failure to provide rest periods under PAGA; (10) Failure to provide accurate, itemized wage statements under PAGA; (11) Failure to maintain accurate records under PAGA; and (12) Failure to reimburse business-related expenses under PAGA.

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

2.4. On June 3, 2025, Plaintiff and Defendant participated in an all-day mediation presided over by Tripper Ortman, Esq., which led to this Agreement to settle the Action, after both parties accepted a mediator's proposal.

2.5. Prior to mediation, Plaintiff obtained, through informal discovery, pay data, exemplar contracts, recruiting and advertisement documents, and information relating to the size and scope of the Class, as well as data permitting Plaintiff to fully understand the nature and scope of the allegations in the Complaint. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar"*).

2.6. The Court has not granted class certification.

2.7. The Parties are aware of the following later-filed action that may be affected by the Settlement: *People of the State of California v. GoShare, Inc. and Shaun Savage*, San Francisco County Superior Court Case. No. CGC-25-624506 (April 18, 2025).

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3. **MONETARY TERMS.**

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay Two Hundred Fifty Thousand Dollars and Zero Cents ($250,000.00) and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1 To Plaintiff: Class Representative Service Payment to the Class Representative of not more than $5,000.00 (in addition to any Individual Class Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payment no later than 16 court days prior to the Final Approval Hearing. 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. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be $83,333.33, and a Class Counsel Litigation Expenses Payment of not more than $25,000.00. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms.

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3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed $20,000, except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment less than $20,000, 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 Deliveries completed by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's number of Deliveries.

3.2.4.1. Tax Allocation of Individual Class Payments. One hundred percent (100%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for reimbursements, and interest and penalties. Individual Class Payments are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The 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 Aggrieved Employees: PAGA Penalties in the amount of $5,000.00 to be paid from the Gross Settlement Amount, with 75% ($3,750.00) allocated to the LWDA PAGA Payment and 25% ($1,250.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($1,250.00) by the total number of Deliveries completed by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's Deliveries. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. 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 and PAGA Demographics. Based on a review of its records to date, Defendant estimates there are 3,333 Class Members and 2,373 Aggrieved Employees.

4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the

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Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator in two equal installments, with the first installment paid no later than 10 days after the Order granting Final Approval, and the second installment paid no later than 280 days after the Order granting Final Approval.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant 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

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

5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff and Class Members will release claims against all Released Parties as follows:

5.1. Plaintiff's Release. Plaintiff and his respective former and present spouses, representatives, agents, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint or Plaintiff's PAGA Notice. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period.

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

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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.

5.3. 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 all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint. 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. The release will be for the Class Period. The release will be effective at the time the settlement funds are paid by Defendant to the Settlement Administrator.

5.4. Release by Aggrieved Employees: All Aggrieved Employees, including all Non-Participating Class Members who are 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 all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Action and the PAGA Notice. The release will be for the PAGA Period. The release will be effective at the time the settlement funds are paid by Defendant to the Settlement Administrator.

6. **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 Approval, if any.

6.1. Plaintiff's Responsibilities. Plaintiff 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 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; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (iv) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class

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Members, and/or the Administrator; (v) a signed declaration from Class Counsel attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members and/or the Administrator. Should Defendant have any edits to: (i) the draft of the notice, and memorandum in support, of the Motion for Preliminary Approval; or (ii) the draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement, Defendant shall provide those edits to Class Counsel within seven (7) days of receipt the of draft from Class Counsel, however, in no event shall edits be provided to Class Counsel less than two (2) days prior to the filing deadline for the preliminary approval motion.

6.2. Responsibilities of the Parties. The Parties are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 60 days after the full execution of this Agreement; 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. Plaintiff is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, the Parties will expeditiously work together, by and through their respective Counsel, 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, the Parties, by and through their respective Counsel, will expeditiously work together by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected ILYM to serve as the Administrator and verified that, as a condition of appointment, ILYM agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury

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Regulation section 468B-1.

7.3. Notice to Class Members.

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

7.3.2 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 mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The Class Notice shall be sent out in English. 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 Deliveries used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.3.3 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.

7.3.4 The deadlines for Class Members' written objections, Challenges to Deliveries, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.3.5 If the Administrator, Defense Counsel 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 no later than seven (7) days after the request is provided to all Counsel, and in good faith, in an effort to agree on whether to include them as Class

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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 overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after mailing of the Class Notice, or the deadline dates in the Class Notice, which ever are later. If the Parties do not agree or if either Party does not timely respond to a request, the Administrator shall make a final determination as to whether the individual shall be added to the Class. If the Administrator approves the request, the Administrator will send, via email or overnight delivery, a Class Notice requiring the individual to exercise options under this Agreement not later than 14 days after mailing of the Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.4. Requests for Exclusion (Opt-Outs).

7.4.1 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 60 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.

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

7.4.3 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

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

7.4.4 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 5.4 of this Agreement and are eligible for an Individual PAGA Payment.

7.5. Challenges to Calculation of Deliveries. Each Class Member shall have 60 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 Deliveries 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 Deliveries 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 Deliveries shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Deliveries to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.6. Objections to Settlement.

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

7.6.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's

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mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

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

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

7.7.1 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.

7.7.2 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 and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.7.3 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 Deliveries received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests

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for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.7.4 Delivery 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 Deliveries. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

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

7.7.6 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 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Plaintiff is responsible for filing the Administrator's declaration in Court.

8. **CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.** Based on a review of its records to in May 2025, Defendant estimates there are 3,333 Class Members. Defendant estimates that the Class Members performed a total of 81,720 Deliveries. The Parties agree that if the total number of Deliveries as of the end of the Class Period exceeds the above figure by greater than 15%, then the Gross Settlement Amount shall increase pro rata based on the number of additional Deliveries above 15% (i.e., if the number of Deliveries is 16% greater than the above figure, then the Gross Settlement Amount shall increase by 1%). Alternatively, Defendant may elect to cut off the Class Period at 93,978 Deliveries.

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9. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Defendant shall provide any edits to the drafts no later than 5 days after receipt and, in no event, later than 2 days prior to the filing deadline. The Parties, by and through their respective 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.

    9.1. 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.

    9.2. 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.

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

10. **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 and a proposed amended judgment.

11. **ADDITIONAL PROVISIONS.**

    11.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be

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intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

11.2. Confidentiality Prior to Preliminary Approval. The Parties separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, or any other persons the Parties agree may be so informed, 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. The Parties separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

11.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the 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.

11.4. 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.

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11.5. Attorney Authorization. The Parties separately warrant and represent that they have authorized their respective Counsel to take all appropriate action required or permitted to be taken 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.

11.6. 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.

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

11.8. No Tax Advice. The Parties are not 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.

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

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

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

11.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

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

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information shall survive the execution of this Agreement.

11.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

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

11.16. 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.

11.17. 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, to the other Party's respective counsel of record.

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

11.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree 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.

11.20. Enforcement Action. In the event that one or more of the Parties institutes any legal

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action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorney's fees and costs, including expert witness fees in connection with any enforcement actions.

Dated: 8/25/2025

JOSEPH STEVENS

Joseph Stevens

Dated: 8/22/2025

GOSHARE INC.

Shaun Savage

By: Shaun Savage
Title: CEO & Founder

APPROVED AS TO FORM ONLY:

Dated: 8/25/2025

COHELAN KHOURY & SINGER

Rosemary Khoury

Michael Singer, Esq.
Rosemary Khoury, Esq.
Attorneys for JOSEPH STEVENS, on behalf of himself, all others similarly situated

Dated: 8/22/2025

JACKSON LEWIS, P.C.

Heather Dillon, Esq.
Joseph Lara, Esq.
Attorneys for Defendant GOSHARE INC.

EXHIBIT A

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

Joseph Stevens v. GoShare Inc. | San Bernardino Superior Court Case No. CIVSB2428568

The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from a class action lawsuit ("Action") entitled *Joseph Stevens v. GoShare Inc.*, for alleged wage and hour violations. The Action was filed by a former delivery driver, Joseph Stevens ("Plaintiff"), against GoShare Inc. ("Defendant" or the "Company"), and seeks payment of reimbursements and other relief for all persons who performed delivery services for Defendant in California as an independent contractor from October 4, 2020 through October 8, 2025 with Defendant ("Class Members"), and (2) penalties under the California Private Attorneys General Act ("PAGA") for all persons who performed delivery services for Defendant in California as an independent contractor from July 30, 2023, through October 8, 2025 ("Aggrieved Employees").

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

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

The above estimates are based on the Company's records showing that **you performed _____ deliveries** during the Class Period and **you performed _____ deliveries** during the PAGA Period. If you believe that you performed more deliveries during the Class Period, or more deliveries during the PAGA Period, you can submit a challenge by the deadline date. See **Section 4** of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or you do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. The Court will also decide whether to enter a judgment that requires the Company to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against the Company.

If you performed deliveries for the Company during the Class Period and/or the PAGA Period, you have legal rights and options available to you, summarized in the following table. **The Company will not retaliate against you for any actions you take with respect to the proposed Settlement.**

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SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement and Receive a Settlement Payment	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage and hour claims against the Company that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is** _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. **This means that you will not receive a payment as a Class Member under the settlement.** Non-Participating Class Members cannot object to any portion of the proposed Settlement. See **Section 6** of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. The Company must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement **Written Objections Must be Submitted by** _____	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. If you disagree with any aspect of this Settlement, you may assert your objections by timely writing to the Administrator according to the procedures described below. If you object, you will still be bound by the Settlement if it is approved by the Court. See **Section 7** of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See **Section 8** of this Notice.
You Can Challenge the Calculation of Your Deliveries/Pay Periods **Written Challenges Must be Submitted by** _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many deliveries you performed during the Class Period and how many deliveries you performed during the PAGA Period, respectively. The number of Class Period Deliveries and number of PAGA Period Deliveries you performed according to the Company's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See **Section 4** of this Notice.

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1. WHAT IS THE ACTION ABOUT?

Plaintiff performed deliveries for the Company as an independent contractor. The Action alleges that the Company misclassified drivers as independent contractors and therefore violated California labor laws by failing to: pay minimum wages, pay overtime wages, provide meal periods, authorize and permit rest periods, provide accurate wage statements, maintain accurate records, and reimburse business expenses. The Company denies these claims and asserts that it has followed all applicable laws. The Court has made no ruling in favor of either party.

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

Plaintiff and the Company hired an experienced, neutral mediator in an effort to resolve the Action by negotiating a settlement rather than continue the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and the Company have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, the Company does not admit any violations or concede the merit of any claims.

The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

a. The Company Will Pay $250,000.00 as the Gross Settlement Amount (Gross Settlement). The Company has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, the Company will fully fund the Gross Settlement two-hundred and eighty (280) days after the Order granting Final Approval. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

b. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

   i. Up to $83,333.33 (one-third of the Gross Settlement) to Class Counsel for attorneys' fees and up to $25,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

   ii. Up to $5,000.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award

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will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

iii. Up to $20,000 to the Administrator for services administering the Settlement.

iv. Up to $5,000.00 for PAGA Penalties, 75% of which will be provided to the California Labor & Workforce Development Agency ("LWDA") as required under California law, and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Pay Periods.

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

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

d. Taxes Owed on Payments to Class Members. The Settlement shall be attributed 100% to reimbursements, penalties and interest. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Individual Class Payments on IRS 1099 Forms.

Plaintiff and the Company give no advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

e. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you do not cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check are sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

f. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against the Company.

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

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

i. Administrator. The Court has appointed a neutral company, ILYM (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Deliveries, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in **Section 9** of this Notice.

j. Participating Class Members' Release. After the Judgment is final and the Company has fully funded the Gross Settlement, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the Company or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

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 all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint. 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.

The full Settlement Agreement is on the settlement website at _____.

k. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and the Company has fully funded the Gross Settlement, all Aggrieved Employees will be barred from asserting PAGA claims against the Company which arose during the PAGA Period and which were asserted or could have been asserted in the Action,

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whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against the Company or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Aggrieved Employees, including all Non-Participating Class Members who are 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 all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice.

The full Settlement Agreement is on the settlement website at _____.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

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

b. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing $1,250.00 by the total number of Deliveries completed by all Aggrieved Employees and (b) multiplying the result by the number of Deliveries completed by each individual Aggrieved Employee.

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

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept the Company's calculation of Deliveries based on the Company's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Deliveries challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and the Company's Counsel. The Administrator's decision is final. You cannot appeal or otherwise challenge its final decision.

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5. HOW WILL I GET PAID?

a. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who does not opt-out) including those who also qualify as Aggrieved Employees. If you are entitled to both an Individual Class Payment and an Individual PAGA Payment, the single check will combine both of these amounts.

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

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as Joseph Stevens v. GoShare Inc., and include your identifying information (full name, address, telephone number, approximate dates of employment, and the last four digits of your social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. The Administrator must be sent your request to be excluded by _____, or it will be invalid. **Section 9** of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. A Participating Class Member who disagrees with any aspect of the Agreement and/or the Motion for Final Approval may wish to object, for example, that the proposed Settlement is unfair. The deadline for sending written objections to the Administrator is _____. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action (Joseph Stevens v. GoShare Inc.) and include your name, current address, telephone number, and approximate dates of employment for the Company and sign the objection. **Section 9** of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See **Section 8** of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but do not have to, attend the Final Approval Hearing on _____ at _____ in

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Department 32 of the San Bernardino Superior Court, located at 247 West Third Street, San Bernardino, CA 92415. You can also attend remotely through Zoom. You can join the hearing by using the following Zoom link: --------. You can also join be telephone by using the following call in information: --------.

At the Hearing, the judge will decide whether to grant Final Approval of the Settlement. Check the Court's website for the most current information. It's possible the Court will reschedule the Final Approval Hearing. You should check the settlement website (_____) beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything the Company and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the settlement website at _____.

The Contact information for the Settlement Administrator, ILYM Group, Inc., is as follows:

Email Address: _____
Mailing Address: _____
Telephone: _____

The contact information for the Parties' counsel is as follows:

Class Counsel	Counsel for Defendant
Michael Singer, Esq. Rosemary Khoury, Esq. COHELAN KHOURY & SINGER 605 C Street, Suite 200 San Diego, CA 92101 Tel: (619) 595-3001 E-Mail: msinger@ckslaw.com rkhoury@ckslaw.com	Heather Dillon, Esq. Joseph Lara, Esq. Jackson Lewis, P.C. 3390 University Ave., Suite 110 Riverside, CA 92501 Tel.: (951) 848-7940 E-Mail: heather.dillion@jacksonlewis.com joseph.lara@jacksonlewis.com

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the California Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

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

EXHIBIT 2

COHELAN KHOURY & SINGER
Isam C. Khoury (SBN 58759)
ikhoury@ckslaw.com
Rosemary C. Khoury (SBN 331307)
rkhoury@ckslaw.com
605 C Street, Suite 200
San Diego, CA 92101
Telephone: (619) 595-3001/Facsimile: (619) 595-3000

HAMNER LAW OFFICES, APLC
Christopher J. Hamner (SBN 197117)
chamner@hamnerlaw.com
26565 West Agoura Road, Suite 200
Calabasas, CA 91302
Telephone: (888) 416-6654

Attorneys for Plaintiff Joseph Stevens,
on behalf of himself and all others similarly situated and aggrieved

ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
11/7/2025 12:15 PM
By: Leanne Landeros, DEPUTY

COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN BERNARDINO

JOSEPH STEVENS, on behalf of himself and all others similarly situated and aggrieved,

Plaintiff,

v.

GOSHARE INC., a Delaware Corporation; and DOES 1 Through 10, inclusive,

Defendants.

Case No. CIVSB2428568
ASSIGNED FOR ALL PURPOSES TO:
The Honorable Wilfred J. Schneider Jr.
Department S32

CLASS AND REPRESENTATIVE ACTION

DECLARATION OF JOSEPH STEVENS IN SUPPORT OF MOTION FOR ORDER GRANTING PRELIMINARY APPROVAL OF CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT

Date:	January 6, 2026
Time:	8:30 a.m.
Dept.:	S32
Complaint filed:	October 3, 2024
Trial Date:	Not set

I, Joseph Stevens, declare as follows:

1. I am the Named Plaintiff in this case. This Declaration is based on my personal knowledge and if called to testify I could competently testify to the matters in this Declaration.

2. I was employed by GoShare Inc. as a delivery driver between approximately December 20, 2022 and August 31, 2023 in the California counties of San Bernardino and Riverside.

3. As a driver for GoShare, I would accept delivery assignments through the GoShare application, which I needed to download on my personal cell phone. After accepting a GoShare assignment, I drove my personal car from my home in Riverside to a warehouse in San Bernardino to retrieve my assigned small packages, which I would then deliver to GoShare customers throughout Riverside and San Bernardino. I needed to use my personal cell phone to accept assignments, get technical support from GoShare, and to clarify where packages were located within the San Bernardino warehouse. GoShare classified me as an independent contractor, paying me a flat rate for assignments, rather than by hours worked. GoShare did not reimburse me for using my personal car and personal cell phone to make deliveries.

4. It usually took me approximately one hour to accept an assignment, pick up my assigned package, and make a delivery for GoShare. I was usually paid about $16-$25 per delivery.

5. A while after I stopped accepting assignments from GoShare, I decided to contact attorneys because I believed that GoShare had misclassified me as an independent contractor and had not paid me properly under California law. In June 2024, I retained the law firms of Cohelan Khoury & Singer and Hamner Law Offices to pursue this case as a proposed wage and hour Class action and as a PAGA Representative action.

6. By filing this lawsuit, I sought to help not only myself, but other drivers who were not aware of their rights. I understood the lawsuit would require my attention for as long as it proceeded, and I have devoted myself to assisting with this case since it was filed about a year ago. I knew that this lawsuit would be public record, that future employers could find this lawsuit online, and that, potentially, I might not be hired for new jobs because of this lawsuit. Despite

COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101

this risk, I decided to proceed, and I am happy my lawsuit will help other drivers.

7. I believe my thorough knowledge of GoShare's practices helped my attorneys evaluate the claims and prepare for mediation. I made myself available by phone and email the day of mediation to communicate with my lawyers.

8. After the case settled, I reviewed and asked questions about the terms of the settlement and, after talking with my attorneys, signed the Settlement Agreement.

9. I understand I am eligible for a payment for serving as a class representative, and the payment must be approved by the Court. Considering the risks I took, the work I did, not for myself, but on behalf of other employees, the money those employees will receive, and the longer time needed to obtain a class settlement, rather than individual settlement, I believe an award of $5,000 is reasonable.

10. It is hard to determine exactly how much time I spent on this case, but I estimate I spent approximately five (5) to ten (10) hours finding my attorneys, providing them information about my time working for GoShare, and listening to their explanations of the law and my case. All time spent on the case was time I could not spend with family or friends or on other personal activities. The knowledge that a lawsuit was pending with my name on it for all this time, and that I could be called to a deposition or to answer discovery at any time, also weighed on my mind during this time.

11. I am not related to any attorney working on this case, I am not aware of any interests I have that go against the interests of the class, and I do not have any conflicts that would keep me from adequately representing the class. I have been and remain committed to prosecuting this case vigorously on behalf of the class.

12. I have not entered into any undisclosed agreements and I have not received any undisclosed compensation in this case. The only compensation I will receive is what the Court awards as a service payment and my share of the settlement as a class member/aggrieved employee.

13. I have been advised in writing, and have signed, an Attorney/Client Representation Agreement, informing me that any fees awarded in this case will be divided 66.66 % to Cohelan

COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101

Khoury & Singer and 33.34 % to Hamner Law Offices, and that the total fee charged by the attorneys will in no way increase the total attorneys' fees I or other class member will pay in this matter. I approve and consent to the proposed fee division.

I declare, under penalty of perjury under the laws of the United States of America and the State of California that the foregoing is true and correct. Executed on 10/14/2025 | 12:25:53 PM PDT, at Joseph Stevens, California.

DocuSigned by:
Joseph Stevens
1AE8080D136D46D...

Joseph Stevens

COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101

EXHIBIT 3

COHELAN KHOURY SINGER

Litigation Cost

Stevens v. GoShare Inc.

San Bernardino Superior Court Case No. CIVSB2428568

Date	Payee	Details	Amount
10/3/2024	Express Network	Complaint	$1,711.00
12/2/2024	Express Network	Ex Parte App (Rejected)	$202.00
12/3/2024	Express Network	Ex Parte, Dec, Order	$223.00
1/10/2025	Express Network	SOP: Goshare Inc.	$513.65
1/22/2025	Express Network	Proof of Service of Summons	$104.00
1/23/2025	Express Network	SOP: Goshare Inc.	$136.25
1/31/2025	Express Network	SOP: Goshare Inc.	$293.00
3/17/2025	Express Network	Initial Trial Setting	$56.00
4/1/2025	Courtcall	Trial Setting Conf. MR 4/1/25	$72.00
5/9/2025	Ortman Mediations	Mediation Fee 6/3/25	$15,000.00
6/3/2025	Axiom Analytics	Data Analysis & Report Prep.	$2,178.00
11/7/2025	One Legal	Preim. Courtesy Copy	$87.76
11/24/2025	One Legal	Preliminary Appr. Motion	$96.94
12/19/2025	One Legal	Efile	$10.33
12/19/2025	Courtcall	Motion RCK 1/6/26	$72.00
1/7/2026	SBSC	Document	$2.61
1/9/2026	One Legal	Notice of Entry of Judgment	$35.08
7/27/2026	One Legal	Stipulation; Prop. Order; POS	$56.81
8/10/2026	One Legal	Notice of Entry of Judgment	$35.08
est	*One Legal*	*Final Appr. Mtn. filing/Courtesy*	*$200.00*
	In House	Postage	$25.08
	In House	Photocopies (78@.25)	$19.50
	Total		**$21,130.09**

EXHIBIT 4

Stevens v. GoShare Inc.
San Bernardino Superior Court Case No. CIVSB2428568

SUMMARY OF TIME AND COSTS

Total Attorneys' Hours: 120.8
Total Lodestar: $68,757.50
Total Costs: $21,130.09

FIRM/ ATTORNEYS	YEAR ADMITTED	HOURS	HOURLY RATE	TOTAL
COHELAN KHOURY & SINGER				
Isam C. Khoury, Founding Partner	1974	11.8	$1,100	$12,980.00
Michael D. Singer, Managing Partner	1984	6.0	$1,250	$7,500.00
Maggie K. Realin, Partner	2009	1.0	$700	$700.00
Rosemary C. Khoury, Associate	2020	74.6	$500	$37,300.00
Amber Worden, Former Paralegal	N/A	9.3	$200	$1,860.00
Matthew Atlas, Certificated Paralegal	N/A	8.1	$175	$1,417.50
	TOTAL:	**110.8**		**$61,757.50**

FIRM/ ATTORNEYS	YEAR ADMITTED	HOURS	HOURLY RATE	TOTAL
HAMNER LAW OFFICES, APLC				
Christopher J. Hamner, Founder	1997	10.0	$700	$7,000.00
	TOTAL:	**10.0**		**$7,000.00**

Total Aggregate Hours: 120.8	**Total Lodestar: $68,757.50**

LITIGATION EXPENSES	
Cohelan Khoury & Singer	$21,130.09
Hamner Law Offices, APLC	$0.00
TOTAL COSTS	**$21,130.09**

EXHIBIT 5

EXHIBIT 5-A
ATTORNEY TIME
ISAM C. KHOURY
FOUNDING PARTNER

Stevens v. GoShare Inc.
San Bernardino Superior Court Case No. CIVSB2428568
Attorney Time – Isam C. Khoury

Date	Activity	Time
4/21/2025	Discuss liability analysis and compliance w/ Prop 22, research caselaw with RK	1.0
4/28/2025	Discuss amending complaint w/ alternate theory	0.3
5/5/2025	Call with RK re: mediation	0.1
5/15/2025	Discuss case with RK and MDS	0.2
5/16/2025	Create data requested	0.4
5/16/2025	Call with RK re: response to defense	0.2
5/16/2025	Discuss damages and theories with RK	0.5
5/19/2025	List issues for call with RK	0.2
5/20/2025	Analyze statute and City atty claims and comparison of claims, w/ RK	0.8
5/21/2025	Review memo from RK re: preclusive effect on city of settlement and Intekligender cases	0.5
6/2/2025	Discuss damages with RK	0.2
6/3/2025	Mediation	6.0
6/4/2025	Email with RK re: other case	0.2
6/4/2025	Call with RK re: settlement	0.1
6/9/2025	Call with RK re: settlement	0.1
6/12/2025	Prepare for city attorney call with RK	0.2
7/22/2025	Discuss settlement agreement with RK	0.3
11/2/2025	Review and approve ICK dec	0.5
	TOTAL	**11.8**

EXHIBIT 5-B
ATTORNEY TIME
MICHAEL D. SINGER
MANAGING PARTNER

Stevens v. GoShare Inc.
San Bernardino Superior Court Case No. CIVSB2428568
Attorney Time – Michael D. Singer

Date	Activity	Time
6/13/2024	Initial intake 2.0	2.0
6/13/2024	Review IC agreement and arb agreement and email with RCK	0.4
6/17/2024	Email with RCK re: class and PAGA complaint	0.2
8/20/2024	Analysis of new PAGA statute re complaint 2.0	2.0
5/15/2025	Discuss case issues with ICK and RCK	0.2
5/15/2025	Email with RCK re: times	0.1
5/15/2025	Assess data and email with RCK re: needs	0.3
5/19/2025	Email with RCK re: theories	0.1
5/25/2025	Discuss mediation issues with RCK and MR	0.5
5/25/2025	Discuss case with RCK	0.2
	TOTAL	**6.0**

EXHIBIT 5-C
ATTORNEY TIME
MAGGIE REALIN
PARTNER

Stevens v. GoShare Inc.
San Bernardino Superior Court Case No. CIVSB2428568
Attorney Time – Maggie Realin

Date	Activity	Time
3/28/2025	Review pleadings re TSC	1.0
	TOTAL	**1.0**

EXHIBIT 5-D
ATTORNEY TIME
ROSEMARY C. KHOURY
ASSOCIATE

Stevens v. GoShare Inc.
San Bernardino Superior Court Case No. CIVSB2428568
Attorney Time – Rosemary C. Khoury

Date	Activity	Time
6/13/2024	Intake call with MDS and client	0.5
6/13/2024	Email notes to MDS and team	0.3
6/13/2024	Review IC agreement and arb agreement and email with MDS	0.4
6/17/2024	Email with MDS re: class and PAGA complaint	0.2
6/17/2024	Research company	0.3
6/17/2024	Update calendar	0.1
6/17/2024	Review entire arbitration agreement and email with team	0.8
9/23/2024	Organize deadlines	0.1
9/24/2024	Draft complaint	0.5
9/24/2024	Left voicemail for Mr. Stevens	0.1
9/24/2024	Call with client	0.1
9/24/2024	Attorney meeting	0.2
9/24/2024	Draft complaint	0.5
9/25/2024	Draft complaint	0.4
9/26/2024	Draft complaint	1.9
10/1/2024	Draft complaint (finish)	2.5
10/2/2024	Email with AW re: complaint	0.1
10/11/2024	Update calendar	0.2
11/14/2024	Review calendar, research, and email with team	0.5
11/18/2024	Email with AW re: complaint	0.1
12/5/2024	Prepare for hearing	0.2
12/5/2024	Email re: hearing	0.1
1/6/2025	Update calendar	0.1
1/10/2025	Email with AW re: service	0.1
2/4/2025	Listen to voicemail from defense counsel	0.1
2/7/2025	Check calendar and deadlines	0.1
2/7/2025	Email with defense counsel	0.1
2/11/2025	Email with defense re: call	0.1
2/11/2025	Email with defense attorney re: 2802	0.2
2/11/2025	Prepare for call with defense	0.2
2/11/2025	Update calendar	0.1
2/11/2025	Call with defense attorney	0.4
2/26/2025	Email with defense re: recipients	0.1
3/17/2025	Review and approve form statement	0.1
3/20/2025	Review defense submitted ISC statement	0.1
3/28/2025	Talk to and email with MR re: TSC coverage	0.3
3/28/2025	Discuss case with AW	0.1
3/28/2025	Research and email with MR re: strategy	0.1
4/1/2025	Email with Maggie re: mediators	0.2
4/7/2025	Update calendar	0.1
4/14/2025	Email with defense re: call	0.1
4/17/2025	Save docs re: theories	0.2

4/17/2025	Research and email with team re: theories	0.3
4/17/2025	Call with defense counsel re: theories	0.3
4/17/2025	Discuss case with MR and JG	0.1
4/21/2025	Update calendar	0.1
4/21/2025	Discuss next steps with ICK	1
4/21/2025	Research independent contractor driver cases	0.5
4/28/2025	Update calendar	0.1
5/5/2025	Check calendar and email with defense	0.1
5/5/2025	Call with ICK re: mediation	0.1
5/5/2025	Email with defense re: mediation	0.1
5/5/2025	Call with Heather re: mediation	0.2
5/5/2025	Email with team re: mediation	0.2
5/6/2025	Read City of San Fran Complaint and email with team	0.5
5/7/2025	Update and email settlement info	0.1
5/7/2025	Email with team re: mediator	0.1
5/7/2025	Review case documents	0.1
5/7/2025	Review mediation email	0.1
5/13/2025	Brainstorm for data list	0.2
5/13/2025	Attorney meeting	0.3
5/14/2025	Discuss mediation with MR	0.1
5/14/2025	Research for mediation	0.2
5/15/2025	Review defense email re: data and brainstorm	0.3
5/15/2025	Call with City Attorney Ian re: complaint	0.2
5/15/2025	Discuss case issues with ICK and MDS	0.2
5/15/2025	Discuss expert with MR	0.1
5/15/2025	Email with MDS re: times	0.1
5/15/2025	Assess data and email with MDS re: needs	0.3
5/15/2025	Email with city attorneys re: call	0.1
5/15/2025	Review complaints and email with city attorneys	0.4
5/16/2025	Email with all re: telecon	0.2
5/16/2025	Draft mediation brief	0.7
5/16/2025	Devise data needed with ICK	0.4
5/16/2025	Email with defense re: data needed	0.1
5/16/2025	Call with ICK re: response to defense	0.2
5/16/2025	Respond to defense re: data	0.2
5/16/2025	Discuss damages and theories with ICK	0.5
5/19/2025	Research and email with team re: mediation	0.5
5/19/2025	Email with MDS re: theories	0.1
5/19/2025	Email with Hamner re: mediation questions	0.3
5/19/2025	Draft case comparison and law summary for MDS and ICK	1.9
5/19/2025	Discuss issues for call with ICK	0.2
5/19/2025	Call with city attorneys	0.5
5/19/2025	Discuss next steps with ICK	0.1

5/19/2025	Update calendar	0.1
5/20/2025	Trascribe notes from prior call	0.8
5/20/2025	Research and email with team	0.2
5/20/2025	Call with ICK re: research	0.8
5/20/2025	Email with defense and consultant re: data	0.1
5/22/2025	Discuss mediation issues with MDS and MR	0.5
5/22/2025	Email with defense re: mediation	0.2
5/22/2025	Work on mediation brief	0.2
5/23/2025	Email with defense and consultant re: data	0.2
5/25/2025	Email with Nikita re: data analyses	0.2
5/25/2025	Research arb denials	0.2
5/25/2025	Research and draft mediation brief	0.4
5/29/2025	Draft mediation brief	2.7
5/29/2025	Research and draft mediation brief	3.2
5/29/2025	Email with team re: brief	0.2
5/29/2025	Made edits to brief and finalize	0.2
5/29/2025	Email with team re: exhibits	0.1
5/29/2025	Amend mediation brief	0.3
5/29/2025	Email and call with consultant	0.3
5/29/2025	Discuss case with MDS	0.2
6/2/2025	Email with Tripper and team re: call	0.2
6/2/2025	Discuss damages with ICK	0.2
6/2/2025	Research re: civil penalties	0.3
6/3/2025	Prep for mediation	0.2
6/3/2025	Mediation	6
6/4/2025	Email w/ ICK re: other case	0.1
6/4/2025	Update calendar	0.1
6/4/2025	Call with ICK re: SA and other issues	0.1
6/4/2025	Email with defense re: settlement	0.2
6/4/2025	Return plaintiff's call	0.1
6/4/2025	Draft settlement agreement	0.7
6/4/2025	Draft settlement agreement	0.6
6/4/2025	Attorney meeting	0.1
6/6/2025	Draft settlement agreement	0.9
6/6/2025	Draft class notice	0.2
6/9/2025	Call with ICK re: settlement issues	0.1
6/9/2025	Email with city attorneys and team re: call	0.1
6/10/2025	Update calendar	0.1
6/10/2025	Final proof of SA	0.2
6/10/2025	Email with defense re: SA and next steps	0.2
6/11/2025	Email with defense re: next steps	0.1
6/12/2025	Prepare for city attorney call with ICK	0.2
6/23/2025	Email with defense re: numbers	0.1

6/23/2025	Email with team re: admin bids	0.1
7/22/2025	Email with defense re: SA draft after reviewing and discussing with ICK	0.5
8/5/2025	Email with defense re: SA	0.1
8/5/2025	Accept changes and save	0.3
8/5/2025	Email with defense	0.1
8/5/2025	Update calendar	0.1
8/6/2025	Inform ILYM we are using them	0.1
8/7/2025	Review and finalize SA	0.9
9/16/2025	Update calendar and next steps	0.2
9/19/2025	Review court rules and email with AW re: CMC and MPA	0.2
9/22/2025	Review statement and PO and email with AW	0.1
9/22/2025	Email defense re: CMC statement and PA motion	0.1
9/29/2025	Email with team and defense re: hearing	0.3
9/29/2025	Review court order	0.1
9/30/2025	Update calendar	0.1
10/1/2025	Call and email with defense re: motion after checking calendar	0.3
10/6/2025	Create Hamner blank template and email to Hamner after reviewing checklist	0.3
10/6/2025	Email with team re: admin dec	0.1
10/7/2025	Review and approve admin dec	0.3
10/7/2025	Review settlement folder	0.1
10/7/2025	Prepare declaration template for call with client to fill in	0.6
10/9/2025	Draft PAs	0.4
10/13/2025	Email Chris re: declaration	0.1
10/13/2025	Draft PAs	0.7
10/14/2025	Proof plaintiff declaration	0.1
10/14/2025	Left voicemail for plaintiff	0.1
10/14/2025	Draft PAs	1.1
10/14/2025	Update defense re: motion documents	0.1
10/20/2025	Call with AW re: Hamner dec	0.1
10/21/2025	Draft Pas	2.5
10/22/2025	Email with AW re: Hamner dec	0.1
10/22/2025	Email with Heather re: MPA	0.1
10/23/2025	Finalize preliminary approval papers	5.1
10/23/2025	Email preliminary approval papers to defense	0.1
10/23/2025	Update calendar	0.1
10/29/2025	Email with defense re: motion	0.1
10/29/2025	Review calendar with AW	0.1
10/31/2025	Review defense redlines to motion	0.1
10/31/2025	Review calendar and email with defense re: PA hearing	0.1
11/3/2025	Email with team re: motion and hearing	0.1
11/3/2025	Call with AW re: motion	0.1
11/3/2025	Call with MA re: motion	0.1

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11/6/2025	Update calendar	0.1
11/6/2025	Review email re: motion reservation	0.1
11/11/2025	Update calendar	0.1
11/12/2025	Update assignment details	0.1
11/13/2025	Update status	0.1
12/17/2025	Review and update calendar with AW	0.1
12/18/2025	Update calendar	0.1
12/19/2025	Review emails re: hearing	0.1
1/6/2026	Review motion before hearing	0.3
1/6/2026	PA Hearing	0.6
1/6/2026	Review emails	0.1
1/6/2026	Review and approve entry of order	0.1
2/4/2026	Review and approve notice and calculations	0.2
7/6/2026	Review emails re: administration	0.1
7/7/2026	Review admin timeline	0.1
7/17/2026	Discuss notice and final approval issues with defense and team	0.3
7/17/2026	Approve and send stip	0.1
7/17/2026	Approve new dates for hearing	0.1
7/31/2026	Review email re: new date	0.1
10/22/2026	Review calendar, email with Defendant, and update calendar	0.2
7/22/2026	Email with AW re: stip and PO	0.1
8/4/2026	Review notice and timeline edits, call with AW, and email with admin	0.3
10/6/2026	Update calendar and tasks	0.1
10/8/2026	Update calendar and tasks	0.1
10/22/2026	Review calendar, email with Defendant, and update calendar	0.2
10/29/2026	Finalize admin dec draft and send to admin	0.8
10/29/2026	Finalize Hamner dec and send to Hamner	0.2
10/29/2026	Email with Garvin re: dec	0.1
10/29/2026	Draft PAs	0.3
10/29/2026	Review and approve updated admin dec	0.2
11/2/2026	Call Hamner	0.1
11/2/2026	Update time records	0.5
11/2/2026	Finalize PAs and ICK dec	4.5
	TOTAL	**74.6**

EXHIBIT 6

LAFFEY MATRIX

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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/25- 5/31/26	1.075336	$277	$508	$625	$902	$1,019	$1,227
6/01/24- 5/31/25	1.080182	$258	$473	$581	$839	$948	$1,141
6/01/23- 5/31/24	1.059295	$239	$437	$538	$777	$878	$1,057
6/01/22- 5/31/23	1.085091	$225	$413	$508	$733	$829	$997
6/01/21- 5/31/22	1.006053	$208	$381	$468	$676	$764	$919
6/01/20- 5/31/21	1.015894	$206	$378	$465	$672	$759	$914
6/01/19- 5/31/20	1.0049	$203	$372	$458	$661	$747	$899
6/01/18- 5/31/19	1.0350	$202	$371	$455	$658	$742	$894
6/01/17- 5/31/18	1.0463	$196	$359	$440	$636	$717	$864
6/01/16- 5/31/17	1.0369	$187	$343	$421	$608	$685	$826
6/01/15- 5/31/16	1.0089	$180	$331	$406	$586	$661	$796
6/01/14- 5/31/15	1.0235	$179	$328	$402	$581	$655	$789
6/01/13- 5/31/14	1.0244	$175	$320	$393	$567	$640	$771
6/01/12- 5/31/13	1.0258	$170	$312	$383	$554	$625	$753
6/01/11- 5/31/12	1.0352	$166	$305	$374	$540	$609	$734
6/01/10- 5/31/11	1.0337	$161	$294	$361	$522	$589	$709
6/01/09- 5/31/10	1.0220	$155	$285	$349	$505	$569	$686
6/01/08- 5/31/09	1.0399	$152	$279	$342	$494	$557	$671
6/01/07-5/31/08	1.0516	$146	$268	$329	$475	$536	$645
6/01/06-5/31/07	1.0256	$139	$255	$313	$452	$509	$614
6/1/05-5/31/06	1.0427	$136	$249	$305	$441	$497	$598
6/1/04-5/31/05	1.0455	$130	$239	$293	$423	$476	$574
6/1/03-6/1/04	1.0507	$124	$228	$280	$405	$456	$549
6/1/02-5/31/03	1.0727	$118	$217	$267	$385	$434	$522
6/1/01-5/31/02	1.0407	$110	$203	$249	$359	$404	$487
6/1/00-5/31/01	1.0529	$106	$195	$239	$345	$388	$468
6/1/99-5/31/00	1.0491	$101	$185	$227	$328	$369	$444
6/1/98-5/31/99	1.0439	$96	$176	$216	$312	$352	$424
6/1/97-5/31/98	1.0419	$92	$169	$207	$299	$337	$406
6/1/96-5/31/97	1.0396	$88	$162	$198	$287	$323	$389
6/1/95-5/31/96	1.032	$85	$155	$191	$276	$311	$375
6/1/94-5/31/95	1.0237	$82	$151	$185	$267	$301	$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g.,DL v. District of Columbia, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* ï¿½Years Out of Law Schoolï¿½ is calculated from June 1 of each year, when most law students graduate. ï¿½1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). ï¿½4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier ï¿½1-3" from June 1, 1996 until May 31, 1999, would move into tier ï¿½4-7" on June 1, 1999, and tier ï¿½8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT 7