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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 **<u>CLASS AND REPRESENTATIVE ACTION</u>** **DECLARATION OF ISAM C. KHOURY IN SUPPORT OF PLAINTIFF'S 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, 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 Preliminary 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, along with Partner Diana M. Khoury, have been selected by our peers based on ethics, experience and reputation as Super Lawyers in Civil Litigation by the Southern California Super Lawyers Magazine for the years 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 (1997-2025, 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 (2010-2025 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. 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.

8. 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 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.

9. 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*

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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 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

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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 200 class action settlements.

10. 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 200 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. 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. 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.*

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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.

11. Plaintiff Joseph Stevens ("Plaintiff") seeks preliminary approval of a $250,000, pre-certification, non-reversionary wage and hour class and Private Attorneys General Act ("PAGA") settlement. The settlement covers an estimated 3,333 drivers who performed an estimated 81,720 deliveries for Defendant GoShare Inc. ("GoShare" or "Defendant") in California as an independent contractor during the Class Period from October 3, 2020 through October 8, 2025. Plaintiff alleges GoShare misclassified these drivers as independent contractors, rather than employees. As a result, Plaintiff alleges, during the Class Period, GoShare failed to pay drivers minimum wages and reimburse their business expenses. Plaintiff also alleges GoShare, during the PAGA Period, failed to: pay minimum and overtime wages, provide meal and rest periods, provide accurate, itemized wage statements, maintain accurate records, and reimburse business expenses. Class Members and Aggrieved Employees are collectively referred to herein as "drivers." Attached hereto as **Exhibit 1** is a true and correct copy of the Class Action and PAGA Settlement Agreement.

12. Defendant GoShare operates a delivery and moving business, advertising its services as follows: "GoShare makes delivery and moving easy. We quickly connect you with background checked delivery professionals on demand for help with last mile delivery, middle mile delivery and moving services. From pallets to furniture and parcels, if you need something delivered or moved, we've got you covered. Our nationwide network of more than 65,000 box trucks, cargo vans, pickup trucks and sedans are available to help you the same day or you can schedule in advance." "We Make Delivery & Moving Easy," GoShare, https://goshare.com (last accessed October 9, 2025).

13. Plaintiff Joseph Stevens worked for GoShare as a driver between approximately December 20, 2022 and August 31, 2023 in the California counties of San Bernardino and

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Riverside. Attached hereto as **Exhibit 2** is a true and correct copy of the Class and Representative Action Complaint.

14. More specifically, in addition to relevant policy documents, Defendant provided a 25% sampling of driver data during the period from October 3, 2020 through March 6, 2025. The sample was produced in an Excel spreadsheet ("Sheet") and included three tabs. The first tab included Class List information: JL ID (the employee ID number), First Project Date, Last Project Date, and Projects Completed. The second tab included Time Data: JL ID, Project Date, Project Start Time, Project End Time, Total Paid to Driver, Time worked in Minutes, and Distance. The third tab included Pay Data: JL ID, Hourly Rate, Gross Earnings, Hour, and Earnings.

15. Defendant also provided the breakdown of its drivers, noting that during the relevant period: 50% were couriers; 30.1% were pickup trucks; and 22.8% were box trucks and cargo vans.

16. Plaintiff's consultant determined the following from the Sheet. The number of deliveries was approximately 77,516 (extrapolated from 19,379 in the sample). The class workweeks were approximately 29,416 (extrapolated from 7,354 in the sample), and the bi-weekly PAGA pay periods were approximately 10,748 (extrapolated from 2,687 in the sample). The median number of deliveries for a class member was five. The average shift length was 0.91 hours. The percent of shifts over: three and one-half hours was 1.4; five hours was 0.5; and eight hours was 0.2. Eight (8) percent of deliveries showed a delivery location over 50 miles from the pickup location. The average hourly rate of pay was $89.28.

17. GoShare classified its drivers as independent contractors.

18. GoShare contends its drivers met the test for independent contractor status under California Business and Professions Code section 7451 (effective December 16, 2020) because they were "app-based drivers" working for a "network company" providing "delivery services" who met the four-part test outlined therein.

19. Plaintiff contends GoShare drivers do not meet this test for independent contractor status.

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20. First, Plaintiff contends GoShare regularly facilitated delivery requests that took drivers more than 50 miles between a pickup location and a customer and these deliveries fall outside the definition of "delivery services." Second, Plaintiff also contends GoShare regularly facilitated delivery requests of large items that required a box truck or cargo van for transport, and that these vehicles are not similar to those listed in the statute. Third, Plaintiff contends that from October 3, 2020 through December 15, 2020, section 7451 was not in effect to confer independent contractor status. Finally, Plaintiff contends that, because GoShare drivers do not meet the test under California Business and Professions Code section 7451 for independent contractor status, the test under Labor Code section $2750.3 ("ABC Test") applies; that GoShare drivers fail this test too, because GoShare controlled drivers' work, which was in their usual course of business, and GoShare drivers did not engage in independently established trades; and that GoShare's misclassification was willful under Labor Code section 226.8.

21. GoShare drivers were paid a flat rate for deliveries.

22. As a result, Plaintiff contends, these drivers were not paid hourly wages for all time worked nor reimbursed for the use of their personal vehicles and cell phones to make deliveries.

23. Plaintiff further contends that GoShare cannot claim its flat rate pay compensated for expense reimbursements because GoShare did not "establish[] some means to identify the portion of overall compensation that is intended as expense reimbursement." *See Gattuso v. Harte-Hanks Shoppers, Inc*. (2007) 42 Cal.4th 554, 575 ("*Gattuso*").

24. Plaintiff also contends GoShare's pay practices violated the UCL.

25. GoShare contends drivers were independent contractors not subject to the Labor Code requirement to pay wages or reimburse business-related expenses. GoShare further contends that drivers were paid more than the equivalent of minimum wage plus reasonable expense reimbursements in their flat delivery pay.

26. Plaintiff submitted his PAGA letter, and pled PAGA claims, under Labor Code sections 226, 226.7, 1174, 510, 1194, 1197, 2802, 226.8, and 2750.3.

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27. Because Plaintiff submitted his PAGA letter on June 16, 2024, he was permitted to pursue PAGA claims he did not personally suffer, or in the case of section 226, for which he could not recover given he had not worked for GoShare in over one year.

28. As such, Plaintiff pled violations under PAGA, on information and belief, for failures to: properly classify drivers as employees, pay minimum wages, pay overtime wages, provide meal periods, provide rest periods, reimburse expenses, provide accurate, itemized wage statements, and maintain accurate records.

29. The Net Settlement amount is estimated to be $111,666.67.

30. Current actual itemized costs total $20,460.74. Plaintiff anticipates incurring a few hundred dollars more in costs in filing the instant motion and motion for final approval. Attached hereto as **Exhibit 3** is a true and correct copy of Cohelan Khoury & Singer's Itemized Costs.

31. The Net Settlement Amount (est. $111,666.67) will be divided by the total number of Class Period Deliveries (approximately 81,720), resulting in payment of approximately $1.37 per Delivery performed to each Participating Class Member.

32. The average Participating Class Member Payment will be $33.50 ($111,666.67 NSA/3,333 Class Members), and the average Individual PAGA Payment will be $0.53 ($1,250/2,373 Aggrieved Employees).

33. All Parties have agreed to the proposed language of the Class Notice.

34. In deciding whether to approve a proposed class action settlement the Court must find a proposed settlement is "fair, adequate and reasonable." *Dunk v. Ford Motor Co*. (1996) 48 Cal.App.4th 1794, 1801. A proposed settlement is presumed fair where: (1) parties settle after extensive arms'-length negotiations; (2) sufficient investigation and discovery allow counsel and the Court to act intelligently; (3) counsel is experienced; and, (4) the percentage of objectors is small. *Dunk*, 48 Cal.App.4th at p. 1802. Here, the first three factors are met. The fourth *Dunk* factor cannot be known until Class notice and response.

35. The Settlement was reached through arm's-length, non-collusive negotiations facilitated by Tripper Ortman, Esq., an experienced and respected mediator.

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36. Plaintiff's Counsel investigated all claims and defenses before filing this action. When the Parties agreed to mediation, Plaintiff requested, and Defendant produced, all data and documents needed to assess potential liability. Investigation and informal discovery gave the Parties a clear understanding of their strengths and weaknesses before negotiations. *See Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal. App. 4th 399, 410.

37. Plaintiff's Counsel have significant experience in wage and hour class actions.

38. This allowed Counsel to compare the settlement with the risks of further litigation, including trial and appeals. Defense counsel, Heather Dillon and Joseph Lara of Jackson Lewis P.C., are experienced wage and hour class action litigators who defended GoShare vigorously.

39. Class Counsel relied on similar documents and data as in *Munoz*, including time, pay, and other delivery metric records. Plaintiff's consultant analyzed voluminous data and documents, and calculated damages through the class period.

40. Here, the claims of the Class depend entirely on whether or not GoShare's drivers were misclassified as independent contractors, which GoShare aggressively contests.

41. Even if Plaintiff could prove GoShare's drivers should have been treated as employees, Plaintiff determined, with consultant assistance, that there were no potential damages or penalties for several claims.

42. Specifically, Plaintiff determined GoShare did not pay less than the minimum wage per hour, with delivery pay equating to an average hourly pay rate of $89.28.

43. Plaintiff also determined: as to rest periods, only 1.4 percent of deliveries exceeded three and one-half hours such that a rest period should have been permitted; as to meal periods, only 0.5 percent of deliveries exceeded five hours such that a meal period should have been provided; and as to overtime wages, only 0.2 percent of deliveries exceeded eight hours such that overtime pay should have been paid.

44. This makes sense, given that the average delivery took less than one hour.

45. As such, no damages or PAGA penalties were assessed for unpaid minimum, overtime, meal period premium, or rest period premium wages.

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46. Plaintiff determined that only unreimbursed expenses and civil penalties for misclassification, unreimbursed expenses, wage statements not being provided, and records not being maintained were arguably recoverable.

47. As explained below, the GSA of $250,000 represents about 90% of the realistic value of the class expense reimbursement claim ($250,000/$280,350) and about 45% of the realistic value of the combined class and PAGA claims ($250,000/$560,220—$280,350 + $279,870). Class Counsel finds this outcome to be fair in light of the circumstances of this case.

48. Maximum potential unreimbursed expenses were calculated for the Class Period.

49. As to cell phone expenses, Plaintiff first calculated the number of months at issue in the Class Period as approximately 6,841 (29,416 workweeks divided by 4.3 weeks per month). Plaintiff assumed $5 per month might be owed in reimbursement, as opposed to a more typical $10 or $20 per month, given that the median driver drove only five times in total for GoShare, and given the average delivery took less than one hour to complete. Plaintiff thus calculated potential unpaid cell phone expenses as $34,205. Plaintiff discounted this potential maximum by 50%, to $17,102.50, given the risk GoShare would prove its drivers were independent contractors, or that its flat pay to drivers covered these reimbursements, and given the risks the claim would not be certified or proven at trial.

50. As to mileage reimbursement, Plaintiff first determined the number of miles driven during the class period from the data: approximately 1,678,072 miles (extrapolated from 419,518 in the sample). Plaintiff then applied the average IRS mileage rate over the class period to these miles, calculating $1,052,990 in potential unpaid mileage expenses (1,678,072 miles x $0.6275).[1] Plaintiff discounted this potential maximum by 75%, to $263,247.50, given the risk GoShare would prove its drivers were independent contractors, or that its flat pay to drivers covered these reimbursements, and given the risks the claim would not be certified or proven at trial.

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[1] IRS Reimbursement Rates: 2025; $0.70; 2024: $0.67; 2023: $0.655; 2022: $0.605; 2021: $0.56; 2020: $0.575. See https://www.irs.gov/tax-professionals/standard-mileage-rates (last accessed October 22, 2025). For the average rate: $0.70 + $0.67 + $0.655 + $0.605 + $0.56 + $0.575 = $3.765/6 = $0.6275.

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51. Plaintiff thus calculated the realistic value of the expense reimbursement claim as $280,350 ($17,102.50 + $263,247.50).

52. Maximum potential PAGA penalties owed were calculated for the PAGA Period.

53. Plaintiff calculated potential maximum penalties owed as follows: As to wage statements not being provided, Plaintiff multiplied $100 per pay period by 10,748 pay periods, yielding $1,074,800. As to expenses not being reimbursed, Plaintiff multiplied $100 per pay period by 5,374 pay periods (assuming reimbursements needed only be paid monthly), yielding $537,400. As to records not being maintained, Plaintiff multiplied the 2,373 Aggrieved Employees by $500 per employee, under labor code section 1174.5, yielding $1,186,500. As to willful misclassification, Plaintiff multiplied the $10,000 minimum penalty for a pattern or practice of violations by 3,333 drivers, yielding $33.3 million.

54. In total, maximum potential PAGA penalties were calculated as approximately $36 million. For a realistic exposure, Plaintiff eliminated the exposure for willful misclassification and discounted other maximum potential PAGA penalties by 90%, from $2,798,700, to $279,870, given the likelihood the court would: limit the scope of Plaintiff's PAGA claims due to manageability concerns;[2] decline to stack PAGA penalties;[3] decline to award the maximum penalties as they would be "unjust, arbitrary and oppressive, or confiscatory,"[4] especially given that pay periods here are not the typical full-time-employment pay periods, and given the average hourly pay rate of about five times the minimum wage; and find that misclassification, if any, was not willful, given most drivers did drive passenger vehicles and make deliveries over less than 50 miles, negating $33.3 million in penalties under section 226.8.

55. The $5,000 PAGA Penalties will be paid $3,750.00 (75%) to the LWDA, and

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[2] The "superior court may limit the evidence to be presented at trial or otherwise limit the scope of any claim filed pursuant to this part to ensure that the claim can be effectively tried." Lab. Code § 2699(p).

[3] "California Law is unsettled as to whether PAGA penalties may be stacked, and has observed that in the absence of binding appellate decision on this issue, courts have gone in different directions.…" *Merante v. Am. Inst. for Foreign Study, Inc*. (N.D.Cal. July 25, 2022, No. 21-cv-03234-EMC) 2022 U.S.Dist.LEXIS 131833, at *18.

[4] *See* Lab. Code § 2699(e)(2).

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$1,250.00 (25%) to Aggrieved Employees. SA, ¶ 3.2.5. Where PAGA penalties are negotiated in good faith, with "no indication [the] amount was the result of self-interest at the expense of other Class Members," such amounts are considered reasonable. *Hopson v. Hanesbrands Inc*., (N.D. Cal. Apr. 3, 2009) 2009 U.S. Dist. LEXIS 33900, at *24. The $5,000 PAGA Penalties, which represents 2% of the GSA ($5,000/$250,000), are well within the range of allocations approved by California courts.[5]

56. Finally, the Motion and exhibits were provided to the LWDA on the date filed. Attached hereto as **Exhibit 4** is a true and correct copy of the LWDA Confirmation of Receipt.

57. Class Counsel seek attorneys' fees up to $83,333.33, representing one-third of the Gross Settlement Amount. This request is reasonable and should be granted.

58. Courts often award fees equaling one-third of the gross recovery in class action settlements. "[R]egardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery." *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66, n. 11; *see e.g., Laffitte*, 1 Cal. 5th at pp. 485-87 (affirming trial court's granting of a fee request for one-third of a $19 million settlement). Indeed, Class Counsel have been awarded one-third of the common fund in numerous class action and PAGA actions.

59. 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).

[5] "In wage and hour class action cases that settle, [ ] very little of the total settlement is paid to PAGA penalties in order to maximize payments to class members." *Magadia v. Wal-Mart Assocs.* (2019) 384 F. Supp. 3d 1058, 1101; *see also Mejia v. Walgreen Co*. (E.D. Cal. Mar. 24, 2021) 2020 U.S. Dist. LEXIS 220685, *26 ("courts frequently approve settlements…that minimize the total amount of the settlement that is paid to PAGA penalties in order to maximize payments to class members.").

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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).

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).

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).

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).

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).

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).

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).

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).

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).

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).

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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).

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).

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).

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).

z) *Butler v. Powerschool Group LLC*, Sacramento County Superior Court, Case No. 34-2021-00299363 (Hon. Jill H. Talley – attorneys' fees of 33-1/3% of $898,852.00 settlement in in Class and Representative action).

60. Class Counsel will provide their time records at final approval.

61. This service payment comports with others awarded by California courts, and those obtained by Class Counsel, under similar circumstances.

62. For all these reasons, this Court should award Plaintiff $5,000 in recognition of his service to the Class and general release.

63. Here, the Class of all individuals making deliveries for GoShare during the Class Period is ascertainable from GoShare's records, and is so numerous joinder would be impracticable, at 3,333 Members.

64. Here too, the same pay policies applied to the entire putative Class, and common questions predominate.

65. Plaintiff's claims are typical because he was an individual, classified as an independent contractor, driving for GoShare, like every other Class Member, and was subject to GoShare's uniform policies for its drivers.

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66. Plaintiff has no interests against the interests of the class, spent significant time assisting in the prosecution of the action, and will continue to assist in this matter as required.

67. Plaintiff's attorneys are qualified to conduct the litigation. *McGhee v. Bank of Am*. (1976) 60 Cal.App.3d 442, 450.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct and this declaration is executed on November 7, 2025in San Diego, California.

____

Isam C. Khoury

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EXHIBIT 1

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.

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 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

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).

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.

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

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

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:

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

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

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

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 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 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 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.

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 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.

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 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 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

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.**

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.

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 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.

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, 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.

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

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

COPY

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

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
OCT 03 2024
BY: RAYMOND ROJAS, Deputy

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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. CIV SB 2428568 **CLASS AND REPRESENTATIVE ACTION COMPLAINT** **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

12. FAILURE TO REIMBURSE BUSINESS-RELATED EXPENSES UNDER PAGA

DEMAND FOR JURY TRIAL

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NATURE OF CLAIM

1. Plaintiff JOSEPH STEVENS ("Plaintiff") brings this action on behalf of himself and a proposed Class of all California drivers working for Defendants GOSHARE INC. and Does 1 through 10 (collectively, "Defendants"), alleging Defendants' unlawful policies denied, and continue to deny, them the wages and benefits to which they are lawfully entitled.

2. Plaintiff seeks—for himself and the putative class—unpaid minimum wages, liquidated damages, expense reimbursements, equitable relief, prejudgment interest, reasonable attorneys' fees and costs, and any other relief this Court deems proper, pursuant to Labor Code sections 218, 218.5, 218.6, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, and 2804; the "Minimum Wages" section of Industrial Welfare Commission ("IWC") Wage Order 9-2001; and Business and Professions Code sections 17200, *et seq.*

3. Plaintiff also brings a Representative Action under the Private Attorneys General Act of 2004 ("PAGA"), Labor Code sections 2698, *et seq.*, but <u>solely on behalf of all other aggrieved employees</u> employed by Defendants in the State of California, for civil penalties pursuant to the PAGA for Defendants' willful misclassification of aggrieved employees as independent contractors resulting in Defendants' failure to pay minimum and overtime wages, provide off-duty meal and rest periods, provide reimbursement for costs and expenses, provide compliant wage statements, and maintain accurate records, under Labor Code sections 226, 226.7, 226.8, 510, 512, 1174, 1194, 1198, 1199, 2750.3, and 2802. <u>Plaintiff is not suing in his individual capacity for PAGA civil penalties and does not seek any redress or remedy for his individual PAGA claims. Plaintiff is proceeding in this PAGA action solely on behalf of the State of California for all aggrieved employees of Defendants, including himself</u>. *See Balderas v. Fresh Start Harvesting, Inc*. (2024) 101 Cal.App.5th 533, 538.

4. Plaintiff exhausted the notice requirement by filing a complaint with the Labor and Workforce Development Agency ("LWDA") in his letter dated June 16, 2024, as required under the California Labor Code Private Attorneys General Act ("PAGA"). The LWDA did not assume jurisdiction over the applicable penalty claims alleged; therefore, Plaintiff has exhausted the procedural requirement under the PAGA to pursue any and all penalty claims as provided under

the PAGA.

PARTIES

5. Plaintiff JOSEPH STEVENS is a resident of Moreno Valley, California. Plaintiff worked for Defendants as a driver between approximately December 20, 2022 and August 31, 2023 in the California counties of San Bernardino and Riverside.

6. Defendant GOSHARE INC. ("GoShare") is a Delaware corporation doing business in California, including within the County of San Bernardino. GoShare is a courier business which advertises itself as a way to "connect[] you with background checked delivery professionals on demand for help with last mile delivery, middle mile delivery and moving services. From pallets to furniture and parcels, if you need something delivered or moved, we've got you covered. Our nationwide network of more than 40,000 box trucks, cargo vans, pickup trucks and sedans are available to help you the same day or you can schedule in advance. Get a free estimate before you book on our website or by downloading our highly rated mobile apps on iPhone and Android. Business customers can integrate GoShare using our Delivery API." "We Make Delivery & Moving Easy," GoShare, https://goshare.co (last accessed September 24, 2024).

7. Does 1 through 10, inclusive, are persons or entities whose true names and identities are now unknown to Plaintiff, and who are sued by such fictitious names. Plaintiff will amend this complaint to allege their true names and capacities when known. Plaintiff is informed and believes each Doe defendant is the agent, representative, or parent or subsidiary corporation of Defendant GoShare, is responsible in some manner for the occurrences, events, transactions, and injuries alleged, and that harm suffered by Plaintiff and the proposed Class was proximately caused by them in addition to GoShare.

JURISDICTION AND VENUE

8. Venue as to each Defendant is proper in this judicial district. Code of Civil Procedure § 395. Defendants conduct business in San Bernardino County, California and are within the jurisdiction of this Court for service of process purposes. The unlawful acts alleged have a direct effect on Plaintiff and other similarly-situated and aggrieved employees within the State of California and San Bernardino County. Plaintiff worked for Defendants as a driver within

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San Bernardino County.

9. No federal question is raised as the issues herein are based solely on California statutes and law, including the Labor Code, IWC Wage Orders, and the Code of Civil Procedure. The Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1332(d), does not apply, or in the alternative, exceptions for local case or controversy under the CAFA do apply and prohibit removal of this action to federal court. Based on his rate of pay, Plaintiff's individual claims do not meet the necessary amount in controversy to implicate traditional jurisdiction under 28 U.S.C. § 1332(a) or jurisdiction under the CAFA.

10. Further, as a representative action under the PAGA, the matter is not subject to removal under 28 U.S.C. §§ 1332(a)-(d) as PAGA civil penalty actions are not subject to federal jurisdiction.

FACTUAL ALLEGATIONS

11. At all relevant times, Plaintiff, Class Members, and aggrieved employees (collectively "GoShare drivers") worked for Defendants in California, and Defendants conducted business in California.

12. Plaintiff applied to work for GoShare online in late 2022. As part of his application, GoShare required Plaintiff to attest he was driving a vehicle with "a model year of 2002 or newer" and to "provide clear images of the front, back, and sides of the vehicle" and "proof of insurance and registration." See *GoShare*, "Does My Vehicle Qualify for GoShare?", February 26, 2021, https://goshare.co/does-my-vehicle-qualify-for-goshare/. Plaintiff's application was accepted, and he worked for GoShare from approximately December 20, 2022 through August 31, 2023. As a driver for GoShare, Plaintiff would accept assignments through the GoShare application, which he was required to download on his personal cell phone. After accepting a GoShare assignment, Plaintiff was required to drive his personal vehicle from his home in Riverside to a warehouse in San Bernardino to retrieve his assigned packages, which he would then deliver to GoShare customers throughout Riverside and San Bernardino. As a GoShare driver, Plaintiff was required to use his personal cell phone to accept assignments, get technical support from GoShare, and to clarify where packages were located within the San

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Bernardino warehouse. Defendants classified Plaintiff as an independent contractor, paying him a flat rate for assignments and not reimbursing him for any work-related expenses, including cell phone and vehicle-related expenses.

13. Defendants classified GoShare drivers as independent contractors, issued them 1099 tax forms for their earnings, and did not withhold wages for employee-side taxes or pay employer-side taxes, including those for Social Security, Medicare, Federal Unemployment, California Unemployment, and Employment Tax Training.

14. Defendants willfully misclassified drivers as independent contractors, when they were actually employees under the "ABC Test" of AB 5, codified at Labor Code section 2750.3. Specifically, under the ABC Test, GoShare drivers: under prong A, were not free from Defendants' control, as Defendants instructed them where and how to pick up and drop off packages; under prong B, did work for Defendants in Defendants' usual course of business, as they delivered packages for a package delivery company; and, under prong C, were not engaged in an independently established business of the same nature as Defendants' business. By "avoiding employee status for an individual by voluntarily and knowingly misclassifying that individual as an independent contractor" Defendants violated Labor Code section 226.8(i)(4). As a result of Defendants' misclassification, Defendants failed to afford GoShare drivers all protections to which they were entitled, as specified below.

15. Defendants paid GoShare drivers by assignment, rather than by hours worked. In addition, Defendants failed to accurately record hours worked or edited hours recorded to inaccurately reflect hours worked by GoShare drivers. As such, in some instances, Defendants did not pay all minimum wages, for regular hours worked, and overtime wages, for hours worked over eight per day or forty per week, as required under California law.

16. Defendants maintained no policy as to the provision of meal and rest periods or premiums in lieu of them. As such, GoShare drivers were not provided meal and rest periods when their hours worked entitled them to these breaks. Nor were GoShare drivers provided premium wages when work demands required them to forgo these breaks.

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17. Defendants did not reimburse GoShare drivers for work-related expenses, including but not limited to, cell phone expenses and vehicle-related expenses, including mileage reimbursement.

18. Defendants did not furnish accurate, itemized wage statements to GoShare drivers reflecting the information required under Labor Code section 226(a), including total hours worked, net and gross wages earned, and hours worked at each rate.

19. Defendants failed to keep accurate records of the hours GoShare drivers worked each day. Defendants did not record the actual hours GoShare drivers worked each day and failed to accurately record regular hours, overtime hours, and meal periods. Neither did Defendants record meal or rest period premiums that should have been paid.

CLASS ACTION ALLEGATIONS

20. Plaintiff seeks to represent a Class defined as:

> **Class**
> All California GoShare drivers at any time during the four years before the filing of this Complaint through the date of trial.

21. Plaintiff seeks to certify a subclass defined as:

> **"Minimum Wages Subclass"**
> All Class Members who were not paid at least minimum wages for some time worked or spent under Defendants' control.

22. Plaintiff seeks to certify a subclass defined as:

> **"Expense Reimbursement Subclass I"**
> All Class Members who used their personal cell phones for work-related purposes for Defendants.

23. Plaintiff seeks to certify a subclass defined as:

> **"Expense Reimbursement Subclass II"**
> All Class Members who used their personal vehicles for work-related purposes for Defendants.

24. Plaintiff seeks to certify a subclass defined as:

> **"UCL Subclass"**
> All Class and Subclass Members who were subject to Defendants' unlawful or unfair business acts or practices.

25. Plaintiff reserves the right to amend or modify the Class description, including by division into subclasses or limitation to particular issues. California Rule of Court 3.765(b).

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26. **Commonality**: This action has been brought and may be maintained as a class action pursuant to Code of Civil Procedure section 382 because there is a well-defined common interest of many persons and it is impractical to bring them all before the court.

27. **Ascertainable Class**: The proposed Class and Subclasses are ascertainable because they can be identified and located using Defendants' payroll and personnel records.

28. **Numerosity**: The potential members of the Class and Subclasses as defined are so numerous that joinder of all members would be unfeasible and impractical. The disposition of their claims through this class action will benefit the parties and this Court. The number of members of the Class and Subclasses is unknown to Plaintiff, but is estimated to be at least 100 individuals. The number and identity of members can be readily ascertained using Defendants' records.

29. **Typicality**: The claims of Plaintiff are typical of the claims of all members of the Class and Subclasses because all members of the Class and Subclasses sustained similar injuries and damages caused by Defendants' common course of conduct in violation of law.

30. **Adequacy**: Plaintiff is an adequate representative of the Class and Subclasses, will fairly protect the interests of the Class and Subclass Members and has no interests antagonistic to them, and will vigorously pursue this suit. Plaintiff's attorneys are competent, skilled, and experienced in litigating large employment law class actions.

31. **Superiority**: A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Class Members is not practicable, and questions of law and fact common to the Class predominate over questions affecting only individual Class Members. A Class action will allow those similarly situated to litigate their claims in the most efficient and economical manner for the parties and the judicial system. Plaintiff is unaware of any difficulties likely to be encountered in the management of this action that precludes its maintenance as a class action.

32. The predominating common questions of law and fact include:

a. Whether Defendants misclassified the Class and Subclass Members as independent contractors;

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b. Whether Defendants have a policy and practice of paying less than minimum wages for all time worked or under Defendants' control;

c. Whether Defendants have a policy or practice of failing to reimburse business expenses;

d. Whether Defendants violated Sections 17200, *et seq.* of the Business and Professions Code; and

e. Whether the Class and Subclasses are entitled to equitable relief pursuant to Business and Professions Code, sections 17200, *et seq.*

CAUSES OF ACTION

FIRST CAUSE OF ACTION
Failure to Pay Minimum Wages
Labor Code §§ 218, 218.5, 218.6, 1194 and 1194.2, 1197, 1197.1, 1198, 1199 and the "Minimum Wages" section of Wage Order 9-2001
[By Plaintiff and each Minimum Wages Subclass Member]

33. Plaintiff incorporates the preceding paragraphs of this Complaint.

34. Labor Code section 218 provides, in pertinent part, that "[n]othing in this article [California Labor Code, Division 2, Part 1, Chapter 1 – Payment of Wages, Article 1] shall limit the right of any wage claimant to sue directly or through an assignee for any wages or penalty due to them under this article."

35. Labor Code sections 1194, 1197, and 1197.1 provide for payment of not less than a minimum wage to employees, and make the payment of a lesser wage unlawful.

36. The Minimum Wages Section of Wage Order 9-2001 sets out the minimum wages which must be paid to employees by applicable year.

37. By failing to pay at least minimum wages for all hours worked or under Defendants' control, Defendants violated the Labor Code and Wage Order 9-2001. Further, to the extent Defendants' failure to pay employer-side taxes resulted in Plaintiff and Class Members being required to pay these taxes, Defendants deprived Plaintiff and similarly-situated employees of minimum wages.

38. Labor Code section 1194.2 provides for liquidated damages equal to unlawfully unpaid minimum wages, with interest.

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39. Defendants' unlawful acts deprived Plaintiff and the Minimum Wages Subclass of minimum wages in amounts to be determined at trial, and they are entitled to recover these wages, liquidated damages, interest, attorneys' fees, and costs to the fullest extent permissible pursuant to Labor Code sections 218, 218.5, 218.6, and 1194(a).

SECOND CAUSE OF ACTION
Failure to Reimburse Business Expenses
Labor Code §§ 2802 and 2804
[By Plaintiff and each Expense Reimbursement I and II Subclass Member]

40. Plaintiff incorporates the preceding paragraphs of this Complaint.

41. An employer must reimburse its employees for "all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer…." Labor Code § 2802. This right to reimbursement may not be waived. Labor Code § 2804.

42. By failing to reimburse Plaintiff and Class Members for their reasonable business expenses, including for personal cell phones and personal vehicle use (including mileage-related expenses and car insurance), Defendants violated Labor Code section 2802.

43. Defendants' unlawful acts deprived Plaintiff and Expense Reimbursement Subclasses I and II of expense reimbursements in amounts to be determined at trial, and they are entitled to recover these amounts, along with interest, attorneys' fees, and costs.

THIRD CAUSE OF ACTION
Violation of the Unfair Competition Law
Bus. & Prof. Code §§ 17200, *et seq.*
[By Plaintiff and each UCL Subclass Member]

44. Plaintiff incorporates the preceding paragraphs of this Complaint.

45. The California Unfair Competition Law ("UCL"), Cal. Bus. & Prof. Code sections 17200, *et seq*., defines unfair competition to include any "unlawful," "unfair," or "fraudulent" business act or practice. Cal. Bus. & Prof. Code § 17200.

46. Defendants' conduct was unlawful because Defendants violated Labor Code sections 1194 (minimum wages) and 2802 (expense reimbursement) and the Minimum Wages section of Wage Order 9-2001 and (2) unfair because Defendants denied GoShare drivers lawfully

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earned wages and expense reimbursements to which they were entitled.

47. As a result of Defendants' unlawful and unfair conduct, Plaintiff and Class Members suffered injury in fact.

48. Plaintiff and Class Members seek declaratory and injunctive relief, restitution, and other appropriate equitable relief. Cal. Bus. & Prof. Code §§ 17203, 17204.

49. Pursuant to California Code of Civil Procedure section 1021.5, Plaintiff and Class Members are entitled to recover reasonable attorneys' fees, costs, and expenses incurred in bringing this action.

50. This cause of action is brought as a cumulative remedy and is intended as an alternative remedy for restitution for Plaintiff, and each Subclass Member, for the four (4)-year period before the filing of this Complaint, and as the primary remedy during the fourth year before the filing of this Complaint. Business and Professions Code § 17205.

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FOURTH CAUSE OF ACTION
Misclassification Under the Codified "ABC Test" Under PAGA
[Cal. Lab. Code §§ 2698 and 2699, *et. seq*.]

51. Plaintiff incorporates the preceding paragraphs of this Complaint.

52. Labor Code sections 2698 and 2699 (The California Private Attorneys General Act of 2004, or "PAGA"), expressly establish that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by The Labor and Workforce Development Agency ("LWDA"), or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of other current or former employees.

53. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees has discretion to assess a civil penalty, a fact-finder in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

54. Plaintiff is an "aggrieved employee" as defined by Labor Code section 2699, because he is an employee of Defendant, and one or more of the Labor Code violations was committed against him.

55. Plaintiff complied with the notice requirements of Labor Code section 2699.3(a)(1) prior to commencing this action. As of today, the LWDA has not responded to Plaintiff's notice.

56. Plaintiff brings this PAGA action solely on behalf of all other aggrieved employees employed by Defendants in the State of California, for civil penalties pursuant to the PAGA for Defendants' misclassification of aggrieved employees as independent contractors resulting in violations alleged. Plaintiff is not suing in his individual capacity. He is proceeding in this action solely under the PAGA, on behalf of the State of California for all aggrieved employees of Defendants, which include himself, but does not seek any redress or remedy for any of his individual PAGA claims. *See Balderas, supra,* 101 Cal.App.5th at p. 538.

57. Assembly Bill 5 (AB 5) is a California law that went into effect on January 1, 2020. It codifies the ABC test, which came from the California Supreme Court's decision in *Dynamex Operations West, Inc. v. Superior Court of Los Angeles* (2018) 4 Cal.5th 903. This decision determines whether workers are employees or independent contractors. Under the ABC test, codified in § 2750.3 of the Labor Code, a worker is considered an employee and not an independent contractor unless the hiring entity demonstrates that all three of the following conditions are satisfied: (A) The worker is free from the control and direction of the hiring entity in connection with the performance of the work, both under the contract for the performance of the work and in fact; (B) The worker performs work that is outside the usual course of the hiring entity's business; and (C) The worker is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed. A violation of AB 5 would occur if a company is treating a worker as an independent contractor, but the relationship fails to meet all three of these criteria.

58. Defendants misclassified GoShare drivers under the ABC test because: (A) Defendants specify the type of car GoShare drivers must drive and insurance they must maintain, and dictate how they deliver packages to GoShare's clients; (B) GoShare drivers deliver packages within Defendants' package delivery company; and (C) GoShare drivers do not operate their own independent delivery businesses.

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59. Plaintiff, on behalf of the LWDA and all aggrieved employees, seeks civil penalties pursuant to the PAGA, with 75% of all recovered penalties allocated to the LWDA and 25% to the aggrieved employees. Plaintiff also seeks reasonable attorneys' fees, expenses and costs pursuant to Labor Code section 2699, and any other applicable statutes.

FIFTH CAUSE OF ACTION
Willful Misclassification Under PAGA
[Cal. Lab. Code §§ 2698 and 2699, *et. seq*.]

60. Plaintiff incorporates the preceding paragraphs of this Complaint.

61. "Willful misclassification" is defined as "avoiding employee status for an individual by voluntarily and knowingly misclassifying that individual as an independent contractor." Labor Code § 226.8(i)(4).

62. Defendants' misclassification of GoShare drivers as independent contractors, described above, was willful because it was voluntarily and knowingly done.

63. Plaintiff, on behalf of the LWDA and all aggrieved employees, seeks civil penalties pursuant to the PAGA, with 75% of all recovered penalties allocated to the LWDA and 25% to the aggrieved employees. Plaintiff also seeks reasonable attorneys' fees, expenses and costs pursuant to Labor Code section 2699, and any other applicable statutes.

SIXTH CAUSE OF ACTION
Failure to Pay Minimum Wages Under PAGA
[Cal. Lab. Code §§ 2698 and 2699, *et. seq*.]

64. Plaintiff incorporates the preceding paragraphs of this Complaint.

65. By failing to pay at least minimum wages for all hours worked or under Defendants' control, Defendants violated the Labor Code and Wage Order 9-2001. Further, to the extent Defendants' failure to pay employer-side taxes resulted in Plaintiff and other aggrieved employees being required to pay these taxes, Defendants deprived Plaintiff and other aggrieved employees of minimum wages.

66. Plaintiff, on behalf of the LWDA and all aggrieved employees, seeks civil penalties pursuant to the PAGA, with 75% of all recovered penalties allocated to the LWDA and 25% to the aggrieved employees. Plaintiff also seeks reasonable attorneys' fees, expenses and costs pursuant to Labor Code section 2699, and any other applicable statutes.

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<u>SEVENTH CAUSE OF ACTION</u>
Failure to Pay Overtime Wages Under PAGA
[Cal. Lab. Code §§ 2698 and 2699, *et. seq*.]

67. Plaintiff incorporates the preceding paragraphs of this Complaint.

68. Labor Code section 510 and the Hours and Days of Work section of Wage Order 9-2001 provide that employees in California shall not be employed more than eight hours in any workday or forty hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law. Specifically, Labor Code section 510(a) requires that: "Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek…shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee."

69. Labor Code section 1194 establishes an employee's right to recover unpaid overtime compensation, and interest thereon, together with costs of suit and attorneys' fees.

70. Labor Code section 1198 makes employment of an employee for longer hours than the IWC set or under conditions the IWC prohibits unlawful.

71. By failing to pay aggrieved employees one and one-half times' their regular rate of pay for hours worked over eight per day or forty per week, Defendants violated Labor Code sections 510, 1194, and 1198 and the Hours and Days of Work section of Wage Order 9-2001.

72. Plaintiff, on behalf of the LWDA and all aggrieved employees, seeks civil penalties pursuant to the PAGA, with 75% of all recovered penalties allocated to the LWDA and 25% to the aggrieved employees. Plaintiff also seeks reasonable attorneys' fees, expenses and costs pursuant to Labor Code section 2699, and any other applicable statutes.

<u>EIGHTH CAUSE OF ACTION</u>
Failure to Provide Meal Periods Under PAGA
[Cal. Lab. Code §§ 2698 and 2699, *et. seq*.]

73. Plaintiff incorporates the preceding paragraphs of this Complaint.

74. The Meal Periods section of Wage Order 9-2001 provides, in pertinent part: "No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer

and the employee."

75. Labor Code section 512(a) provides, in pertinent part: "An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived."

76. By failing to: provide duty-free meal periods of at least thirty (30) minutes for shifts of five hours or more, which began before the end of the fifth hour of work; provide second duty-free meal periods of at least thirty (30) minutes for shifts of ten hours or more, which began before the tenth hour of work; and pay premium wages of one (1) hour of pay at employees' regular rate of compensation for each workday a meal period was not provided, Defendants willfully violated the provisions of Labor Code sections 226.7 and 512, and the "Meal Periods" section of Wage Order 9-2001.

77. Plaintiff, on behalf of the LWDA and all aggrieved employees, seeks civil penalties pursuant to the PAGA, with 75% of all recovered penalties allocated to the LWDA and 25% to the aggrieved employees. Plaintiff also seeks reasonable attorneys' fees, expenses and costs pursuant to Labor Code section 2699, and any other applicable statutes. <u>Plaintiff is not suing in his individual capacity. He is proceeding in this action solely under the PAGA, on behalf of the State of California for all aggrieved employees of Defendants, which include himself, but does not seek any redress or remedy for any of his individual PAGA claims</u>. *See Balderas, supra,* 101 Cal.App.5th at p. 538.

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NINTH CAUSE OF ACTION
Failure to Provide Rest Periods Under PAGA
[Cal. Lab. Code §§ 2698 and 2699, *et. seq*.]

78. Plaintiff incorporates the preceding paragraphs of this Complaint.

79. California Labor Code section 226.7(b) provides: "An employer shall not require an employee to work during a meal or rest period mandated pursuant to an applicable order of the Industrial Welfare Commission."

80. The Rest Periods section of Wage Order 9-2001 provides, in pertinent part: "Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages… If an employer fails to provide an employee with a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided."

81. By failing to authorize and permit aggrieved employees a paid rest period of at least ten (10) minutes for every four (4) hours or major fraction worked per day, and by failing to provide premium wages at the regular rate of compensation when not permitted or authorized, Defendants willfully violated the provisions of Labor Code section 226.7 and the "Rest Period" section of Wage Order 9-2001.

82. Plaintiff, on behalf of the LWDA and all aggrieved employees, seeks civil penalties pursuant to the PAGA, with 75% of all recovered penalties allocated to the LWDA and 25% to the aggrieved employees. Plaintiff also seeks reasonable attorneys' fees, expenses and costs pursuant to Labor Code section 2699, and any other applicable statutes.

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<u>TENTH CAUSE OF ACTION</u>
Failure to Provide Accurate, Itemized Wage Statements Under PAGA
[Cal. Lab. Code §§ 2698 and 2699, *et. seq*.]

83. Plaintiff incorporates the preceding paragraphs of this Complaint.

84. California Labor Code section 226(a) provides: "[e]very employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee […], (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number, […], (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee…."

85. By failing to provide aggrieved employees wage statements including total hours worked, net and gross wages earned, and hours worked at each rate, Defendants violated Labor Code section 226(a).

86. Plaintiff, on behalf of the LWDA and all aggrieved employees, seeks civil penalties pursuant to the PAGA, with 75% of all recovered penalties allocated to the LWDA and 25% to the aggrieved employees. Plaintiff also seeks reasonable attorneys' fees, expenses and costs pursuant to Labor Code section 2699, and any other applicable statutes.

<u>ELEVENTH CAUSE OF ACTION</u>
Failure to Maintain Accurate Records Under PAGA
[Cal. Lab. Code §§ 2698 and 2699, *et. seq*.]

87. Plaintiff incorporates the preceding paragraphs of this Complaint.

88. Labor Code section 1174(d) provides: "Every person employing **labor** in this state shall…(k)eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid

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to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than three years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned."

89. Labor Code section 1174.5 provides: "Any person employing **labor** who willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of Section 1174, or to allow any member of the commission or employees of the division to inspect records pursuant to subdivision (b) of Section 1174, shall be subject to a civil penalty of five hundred dollars ($500)." [Emphasis added.]

90. By failing to maintain accurate records of the hours worked daily by and wages paid to aggrieved employees, Defendants violated Labor Code section 1174(d).

91. Plaintiff, on behalf of the LWDA and all aggrieved employees, seeks civil penalties pursuant to the PAGA, with 75% of all recovered penalties allocated to the LWDA and 25% to the aggrieved employees. Plaintiff also seeks reasonable attorneys' fees, expenses and costs pursuant to Labor Code section 2699, and any other applicable statutes.

TWELFTH CAUSE OF ACTION
Failure to Reimburse Business-Related Expenses Under PAGA
[Cal. Lab. Code §§ 2698 and 2699, *et. seq*.]

92. Plaintiff incorporates the preceding paragraphs of this Complaint.

93. By failing to reimburse aggrieved employees for their reasonable business expenses, including for personal cell phones and personal vehicle use (including mileage-related expenses and car insurance), Defendants violated Labor Code section 2802.

94. Plaintiff, on behalf of the LWDA and all aggrieved employees, seeks civil penalties pursuant to the PAGA, with 75% of all recovered penalties allocated to the LWDA and 25% to the aggrieved employees. Plaintiff also seeks reasonable attorneys' fees, expenses and costs pursuant to Labor Code section 2699, and any other applicable statutes.

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PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for the following relief on behalf of himself and the Class against Defendants:

1. Certification of this action as a class action and appointment of Plaintiff and Plaintiff's counsel to represent the Class;

2. Provision of class notice to Class Members as defined above;

3. A declaratory judgment that Defendants knowingly and intentionally violated:

   a. California Labor Law by misclassifying Class and Subclass Members as independent contractors.

   b. California Labor Code section 1194 by failing to pay minimum wages;

   c. California Labor Code section 2802 by failing to reimburse business expenses; and

   d. California Business and Professions Code sections 17200, *et seq*. by engaging in unlawful or unfair business practices;

4. That Defendants be permanently enjoined from engaging in the unlawful or unfair acts and practices alleged;

5. An order requiring Defendants to pay restitution of all amounts owed to Plaintiff and Class Members pursuant to California Business and Professions Code section 17203;

6. That this action be maintained as a Representative Action under the PAGA, and Plaintiff and his counsel be provided with the enforcement capability of the DLSE;

7. For civil penalties as permitted by Labor Code section 2699 for unpaid minimum and overtime wages owed pursuant to Labor Code sections 510 and 1194, according to proof;

8. For civil penalties as permitted by Labor Code section 2699 for unpaid meal period premiums earned pursuant to Labor Code sections 226.7 and 512, according to proof;

9. For civil penalties as permitted by Labor Code section 2699 for unpaid rest period premiums earned pursuant to Labor Code section 226.7, according to proof;

10. For civil penalties as permitted by Labor Code section 2699, for inaccurate itemized wage statements pursuant to Labor Code section 226, according to proof;

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11. For civil penalties as permitted by Labor Code section 2699 or 1174.5, for failure to maintain accurate records pursuant to Labor Code section 1174, according to proof;

12. For civil penalties as permitted by Labor Code section 2699 for unreimbursed business expenses pursuant to Labor Code section 2802, according to proof;

13. For civil penalties under Labor Code section 226.8 for engaging in a pattern and practice of intentionally classifying employees as independent contractors;

14. Compensatory damages according to proof;

15. Statutory damages under the Labor Code;

16. Liquidated damages under the Labor Code;

17. Pre-judgment interest on all sums collected;

18. Reasonable attorneys' fees and costs, pursuant to California Code of Civil Procedure section 1021.5, the California Labor Code, the PAGA, or other applicable law; and

19. Such other relief as the Court may deem appropriate.

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HAMNER LAW OFFICES, APLC

Dated: October 3, 2024

By: Rosemary Khoury

Isam C. Khoury
Michael D. Singer
Rosemary C. Khoury
Attorneys for Plaintiff JOSEPH STEVENS, on behalf of himself and all others similarly situated and aggrieved

DEMAND FOR JURY TRIAL

Plaintiff demands a jury trial of all claims triable as of right by jury.

COHELAN KHOURY & SINGER
HAMNER LAW OFFICES, APLC

Dated: October 3, 2024

By: Rosemary Khoury

Isam C. Khoury
Michael D. Singer
Rosemary C. Khoury
Attorneys for Plaintiff JOSEPH STEVENS, on behalf of himself and all others similarly situated and aggrieved

EXHIBIT 3

COHELAN KHOURY SINGER
Litigation Cost
Stevens v. GoShare Inc.
San Bernardino Superior Court Case No. CIVSB2428568
6/3/25

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
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
	In House	Postage	$24.34
	In House	Photocopies (78@.25)	$19.50
	Total		**$20,460.74**

EXHIBIT 4