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MEMORANDUM OF UNDERSTANDING

In this Memorandum of Understanding ("MOU"), Plaintiffs Miguel Turcios Aguilar and Monica Lowder ("Plaintiffs") and Defendants Corovan Corporation, Corovan Moving & Storage Co., Klinger Moving Company, and Employers Leasing Company, Inc. ("Defendants") (Plaintiffs and Defendants jointly referred to as "Parties") memorialize their agreement to resolve the following pending actions: *Miguel Turcios Aguilar vs. Corovan Corporation, a Corporation; Corovan Moving & Storage Co., a Corporation; Employers Leasing Company, Inc.*, Orange County Superior Court Case No. Case No. 30-2024-01442689-CU-OE-CXC, a Class and PAGA Action Complaint filed November 27, 2024; *Monica Lowder vs. Corovan Corporation; Corovan Moving & Storage Co.; Klinger Moving Company; Employers Leasing Company, Inc.*, Alameda County Superior Court Case No. 25CV106060, a Class Action Complaint filed January 8, 2025; and *Monica Lowder vs. Corovan Corporation; Corovan Moving & Storage Co.; Klinger Moving Company; Employers Leasing Company, Inc.*, Santa Clara Superior Court Case No. 25CV457780, a PAGA Only Action filed January 30, 2025.

This MOU serves as a basis for the Parties' long-form settlement agreement.

TERMS

1. Amended Complaint and Labor & Workforce Development Agency ("LWDA") Letter. Plaintiff Miguel Turcios Aguilar and PAGA Counsel agree to file a First Amended Complaint ("FAC") in the action captioned, *Miguel Turcios Aguilar vs. Corovan Corporation, a Corporation; Corovan Moving & Storage Co., a Corporation; Employers Leasing Company, Inc.*, Orange County Superior Court Case No. Case No. 30-2024-01442689-CU-OE-CXC, and the previously submitted LWDA Letter dated June 12, 2024, to include (1) Plaintiff Monica Lowder as a Plaintiff; (2) Defendant Klinger Moving Company as a Defendant; (3) all allegations, causes of action, and any and all other aggrieved employees and putative class members, including DOES 1-50 as alleged in the following pending actions: *Monica Lowder vs. Corovan Corporation; Corovan Moving & Storage Co.; Klinger Moving Company; Employers Leasing Company, Inc.*, Alameda County Superior Court Case No. 25CV106060, a Class Action Complaint filed January 8, 2025; and *Monica Lowder vs. Corovan Corporation; Corovan Moving & Storage Co.;*

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Klinger Moving Company; Employers Leasing Company, Inc., Santa Clara Superior Court Case No. 25CV457780, a PAGA Only Action filed January 30, 2025. The FAC and amended letter to the LWDA must be agreed upon by the Parties and attached as an exhibit to the final, long form settlement agreement to be completed by the Parties. Upon the filing of the Plaintiff Miguel Turcios Aguilar's amended letter to the LWDA, Plaintiff Lowder will dismiss her pending actions without prejudice so that she can be a named Plaintiff in the action captioned *Miguel Turcios Aguilar vs. Corovan Corporation, a Corporation; Corovan Moving & Storage Co., a Corporation; Employers Leasing Company, Inc.*, Orange County Superior Court Case No. Case No. 30-2024-01442689-CU-OE-CXC.

2. Class Members Definition – The Class Members shall be defined according to the class definition as set forth in the FAC Plaintiff Miguel Turcios Aguilar will be filing consistent with this MOU.
3. Class Period Definition -- The Class Period shall be from January 1, 2022, until February 18, 2026.
4. Aggrieved Employee Definition – The Aggrieved Employees shall be defined according to the aggrieved employee definition as set forth in the FAC Plaintiff Miguel Turcios Aguilar will be filing consistent with this MOU.
5. PAGA Period Definition – The PAGA Period shall be from November 27, 2023, until February 18, 2026.
6. PAGA Counsel – Blumenthal Nordrehaug Bhowmik De Blouw LLP ("BNBD") and Centurion Trial Attorneys, APC ("Centurion"); and Solouki & Savoy, LLP ("S&S").
7. Plaintiffs – The "Plaintiffs" are Miguel Turcios Aguilar and Monica Lowder.
8. Enforceability – The Parties intend this MOU to be admissible and binding under

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California Code of Civil Procedure Section 664.6.

9. Gross Settlement Amount – Defendant Corovan Corporation shall pay a total Gross Settlement Amount of $345,000, which is inclusive of the Net Settlement Payment; Net PAGA Payment; Administrator Costs and Expenses; Plaintiffs' Service Award; Attorneys' Costs and Fees; and Attorneys' Expenses. The Gross Settlement Amount shall be all-in with no reversion to Defendants and no claim forms required.

10. Plaintiffs' Service Award and Individual Settlement – Defendants will not oppose a request for $15,000 to be paid to each of the Plaintiffs from the Gross Settlement Amount for Plaintiffs' Service Award.

11. Plaintiffs' General Release. Separate from the Gross Settlement Amount, Defendant Corovan Corporation agrees to pay Plaintiff Monica Lowder $15,000 in exchange for a General Release subject to California Civil Code section 1542. Separate from the Gross Settlement Amount, Defendant Employers Leasing Company, Inc. will pay Plaintiff Miguel Turcios Aguilar $15,000 in exchange for a General Release California Civil Code section 1542. Plaintiffs' General Releases do 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, or workers' compensation benefits that arose at any time.

12. Net Settlement Payment – Net PAGA Payment, Administrator Costs and Expenses, Plaintiffs' Service Award, Attorneys' Costs and Fees, and Attorneys' Expenses shall be deducted from the Gross Settlement Amount to calculate the Net Settlement Payment, which will be distributed to the Class Members according to the terms to be set forth in the long-form settlement agreement.

13. Net PAGA Payment – The Settlement shall allocate a reasonable and appropriate amount

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for PAGA claims to be set forth in the long-form settlement agreement, with 25% of the payment going to the Aggrieved Employees and 75% of the payment going to the LWDA.

14. Administration – An Administrator shall be mutually agreed to by the Parties. All Administrator Costs and Expenses shall be paid from the Gross Settlement Amount. PAGA Counsel shall obtain multiple proposals for the claim administration process from qualified settlement administrators and provide the proposals to Defendants for consideration.

15. Pay Period Information – The Gross Settlement Amount is based on Defendants' representation that the Aggrieved Employees worked approximately 22,526 pay periods as of the day of mediation. If the total number of pay periods exceeds this total by 10% or more (e.g. the total pay periods exceed 24,779) for the applicable PAGA Period, the Gross Settlement Amount shall by increased proportionately for each pay period exceeding 24,779. Defendants, in their sole discretion, may forego any escalator payment(s) by electing to terminate the PAGA Period on the date the total pay periods contemplated in the settlement reaches 24,779. If the total number of pay periods exceeds this total by 10% or more (e.g. the total pay periods exceed 24,779) for the applicable Class Period, the Gross Settlement Amount shall by increased proportionately for each pay period exceeding 24,779. Defendants, in their sole discretion, may forego any escalator payment(s) by electing to terminate the Class Period on the date the total pay periods contemplated in the settlement reaches 24,779.

16. Attorneys' Fees – Defendants agree not to oppose an Attorneys' Fees request up to 1/3 of the Gross Settlement Amount, which will be split 38.75% to BNBD; 11.25% to Centurion; and 50% to S&S.

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17. Attorneys' Expenses – Defendants agree not to oppose Attorneys' Expenses in an amount as documented in PAGA Counsel's billing statement and subject to Court approval. PAGA Counsel agrees Attorneys' Expenses will be capped in the long-form settlement agreement.
18. Class Released Claims. Upon full funding of the Gross Settlement Amount, the Class Members release all claims against Releasees that were alleged, or reasonably could have been alleged, based on the facts in the initial complaints, FAC, PAGA letters filed with the LWDA (collectively, "Operative Complaints"), and ascertained in the course of the Actions. Class Members do not release any other claims such as Plaintiffs' individual claims that are subject to a separate release or claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation.
19. PAGA Released Claims. Upon full funding of the Gross Settlement Amount, the Aggrieved Employees and the State of California release all claims for civil PAGA penalties against Releasees that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaints, and ascertained in the course of the Actions during the PAGA Period.
20. Releasees. Releasees means Defendants and each former and present directors, officers, managing agents, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates, joint venturers, co-employers, joint employers, and alleged affiliates, joint venturers, co-employers, and joint employers.
21. Drafting Settlement Documents – PAGA Counsel shall draft settlement documents for distribution within thirty (30) days of the execution of this MOU. PAGA Counsel shall draft and file a Motion for Preliminary Approval within sixty (60) days. Ten (10) calendar

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days prior to the filing of the Motion for Preliminary Approval, PAGA Counsel agrees to send a draft of the Motion for Preliminary Approval to Defense counsel for review.

22. Class Action Settlement. In the event that a class action settlement is not approved or otherwise contemplated, Defendants reserve the right to move to dismiss the class claims pursuant to the terms of the binding arbitration agreement executed by Plaintiffs and Defendants. In such case, Plaintiffs will not argue or assert that Defendants have waived their right to do so.

23. Funding and Payments – Defendant Corovan Corporation will pay to the Administrator the Gross Settlement Amount within thirty (30) days of the Effective Date. The "Effective Date" means on which the Court (i) enters Judgment on its order granting Final Approval of the Settlement; (ii) the Judgment is final; and (iii) PAGA counsel serves the signed order granting Final Approval of the Settlement to Defendants. Within 14 days after Defendant Corovan Corporation funds the Gross Settlement Amount, the Administrator will disburse the entire Gross Settlement Amount.

24. Uncashed Checks – All checks not cashed within 180 days of payment shall be paid by cy pres.

25. Disputes – Any dispute between the Parties as to the remaining terms of the long-form settlement agreement shall be presented to the mediator for resolution.

26. Execution in Counterparts - This MOU may be executed in one or more counterparts by facsimile or electronic signature which for purposes of this MOU shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument. Any executed counterpart will be admissible in evidence to prove the existence and contents of this MOU.

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27. Court Filings - The Parties agree not to object to any Court filings consistent with this MOU. The Parties further agree that upon signing the litigation will be stayed for all purposes except those filings described in this paragraph and other filings necessary to obtain approval of the Settlement.

SIGNATURES

The Parties accept and agree to this MOU on _____ day of April, 2026

Signed by:
42712F99B15D400...

Plaintiff Miguel Turcios Aguilar

AJ Bhowmik, Esq.
Blumenthal Nordrehaug Bhowmik De Blouw LLP
PAGA Counsel

Plaintiff Monica Lowder

Ryan Stygar, Esq.
Centurion Trial Attorneys, APC
PAGA Counsel

DocuSigned by:
09ECEBCB496A4E1...

Shoham Solouki, Esq.
Solouki & Savoy, LLP
PAGA Counsel

Defendants Corovan Corporation, Corovan Moving & Storage Co., Employers Leasing Company, Inc., and Klinger Moving Company

Jennifer N. Lutz, Esq.
Celeste M. Leung, Esq.
Counsel for Defendants Corovan Corporation, Corovan Moving & Storage Co., Employers Leasing Company, Inc., and Klinger Moving Company

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SIGNATURES

The Parties accept and agree to this MOU on _____ day of April, 2026

_____ Plaintiff Miguel Turcios Aguilar	_____ AJ Bhowmik, Esq. Blumenthal Nordrehaug Bhowmik De Blouw LLP PAGA Counsel
_____ Plaintiff Monica Lowder	_____ Ryan Stygar, Esq. Centurion Trial Attorneys, APC PAGA Counsel
	_____ Shoham Solouki, Esq. Solouki & Savoy, LLP PAGA Counsel
Kimberly Kamencik 04/08/2026 _____ Defendants Corovan Corporation, Corovan Moving & Storage Co., Employers Leasing Company, Inc., and Klinger Moving Company	_____ Jennifer N. Lutz, Esq. Celeste M. Leung, Esq. Counsel for Defendants Corovan Corporation, Corovan Moving & Storage Co., Employers Leasing Company, Inc., and Klinger Moving Company

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The Parties accept and agree to this MOU on _____ day of April, 2026

Plaintiff Miguel Turcios Aguilar

AJ Bhowmik, Esq.
Blumenthal Nordrehaug Bhowmik De Blouw LLP
PAGA Counsel

Monica Lowder (Apr 11, 2026 12:25:39 PDT)

Plaintiff Monica Lowder

Ryan Stygar

Ryan Stygar, Esq.
Centurion Trial Attorneys, APC
PAGA Counsel

Shoham Solouki, Esq.
Solouki & Savoy, LLP
PAGA Counsel

Defendants Corovan Corporation, Corovan Moving & Storage Co., Employers Leasing Company, Inc., and Klinger Moving Company

Jennifer N. Lutz, Esq.
Celeste M. Leung, Esq.
Counsel for Defendants Corovan Corporation, Corovan Moving & Storage Co., Employers Leasing Company, Inc., and Klinger Moving Company