

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement,” “Settlement,” or “Agreement”) is made between Mobility Works of California, LLC, and WMK, LLC (collectively, “Defendants”), and Community Resources for Independent Living (“CRIL”), Dorene Giacomini, Stuart James, and the Settlement Class (collectively, “Plaintiffs”). Collectively, these individuals and entities are referred to as the “Parties.”

WHEREAS, Plaintiffs, represented by Disability Rights Advocates (“DRA” or “Plaintiffs’ Counsel”), filed a lawsuit styled *Community Resources for Independent Living, et al. v. Mobility Works of California, LLC, et al.*, Case No. 4:18-cv-06012-JSW, in the United States District Court for the Northern District of California, Oakland Division on October 1, 2018 (the “Lawsuit”);

WHEREAS, Plaintiffs alleged in the Lawsuit that Defendants’ conduct violated the Americans with Disabilities Act, 42 U.S.C. §§ 12181 *et seq.*, and the Unruh Civil Rights Act, Cal. Civ. Code §§ 51 *et seq.*;

WHEREAS, the Parties have engaged in fact discovery; exchanged extensive settlement communications; participated in a day-long mediation before mediator Michael Loeb, at which they were able to agree on the core terms of a settlement; and participated in a half-day mediation before mediator Daniel Ben-Zvi, during which they came to an agreement regarding the monetary component of the settlement;

WHEREAS, the Parties now wish to effect a complete resolution and settlement of all claims and controversies relating to the allegations in the Lawsuit, believing settlement to be in their respective best interests in light of the expense and uncertainty of litigation, and without admission of any liability, fact, claim or defense, on the terms and conditions set forth herein;

NOW, THEREFORE, in exchange for the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions

When used in this Settlement Agreement or any of its Exhibits, the following terms should be read to have the following meanings. All other terms shall be interpreted according to their plain and ordinary meanings, unless otherwise noted.

- 1.1. “Adaptive Equipment” means and refers to any equipment used as a driving aid by people with disabilities. In the context of Customer rentals of vehicles with Adaptive Equipment, the term refers specifically to pedal extensions, spinner knobs, push-rock hand controls, push-pull hand controls, push-right-angle hand controls, and/or push-twist hand controls.

- 1.2. "Class Counsel" means and refers to the nonprofit corporation Disability Rights Advocates, and all duly licensed attorneys who are employees thereof.
- 1.3. "Customer" means and refers to any person who purchases or expresses interest in purchasing any service or product from Mobility Works.
- 1.4. "Dispute" means and refers to each and every dispute that may arise out of this Settlement Agreement and/or its Exhibits, including, but not limited to, disputes concerning the interpretation, implementation, monitoring, and modification of this Settlement Agreement, or the Parties' compliance with its terms. All Disputes shall be resolved using the Dispute Resolution Procedure outlined in Section 4.
- 1.5. "Fairness Hearing" means the hearing to be held by the District Court, pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, to determine whether the settlement set forth in this Settlement Agreement should be approved.
- 1.6. "Final Approval" means the order by the District Court, after notice and the holding of the Fairness Hearing, granting approval of this Settlement Agreement under Rule 23(e) of the Federal Rules of Civil Procedure. The hearing at which such Final Approval is considered or granted, should a hearing be held, will be called the "Final Approval Hearing."
- 1.7. "Mobility Works" means and refers to WMK, LLC and its subsidiary entities nationwide.
- 1.8. "Preliminary Approval" means the preliminary approval of this Settlement Agreement by the District Court.
- 1.9. "Released Claims" means and refers to all claims released in Section 8.1.
- 1.10. "Rural Location" means and refers to any Mobility Works showroom that employs a single mechanic and that is more than 50 miles away from any other Mobility Works showroom.
- 1.11. "Settlement Class" means and refers to all people with disabilities who need Adaptive Equipment to operate a vehicle, and who have used or attempted to use Defendants' rental or installation services between October 1, 2016 and Final Approval, as well as all such individuals who will use or attempt to use Defendants' rental or installation services throughout the Settlement Term.

2. Procedures for Class Settlement

- 2.1. Prior to Final Approval, the Parties' only obligations under this Settlement Agreement will be those set forth in this Section (Section 2).

- 2.2. **Court Approval:** This Settlement Agreement will be subject to approval by the District Court. However, nothing in this Settlement Agreement will be deemed to authorize the District Court to change or modify any of its terms. The Parties agree that any change, modification, or rejection of any of the provisions of this Settlement Agreement by the District Court or any other court will constitute a material modification of this Settlement Agreement, will prevent the Judgment from becoming Final, and will give any Party the right to terminate this Settlement Agreement in its entirety.
- 2.3. **Preliminary Approval:** Within thirty (30) days of circulating the fully executed Settlement Agreement, the Parties will jointly submit a request to the District Court for Preliminary Approval of this Settlement Agreement, along with a request for an order from the District Court.
- 2.4. **Conditional Certification of the Settlement Class:** The Parties agree that the Settlement Class will be conditionally certified, in accordance with the terms of this Settlement Agreement, solely for purposes of effectuating this Settlement Agreement. Defendants do not consent, and Class Counsel and Plaintiffs agree that Defendants will not be deemed to have consented to, the certification of the Settlement Class for any other purpose.
- 2.5. **No Opt-Out:** The Parties agree that the Settlement Class will be certified in accordance with the standards applicable under Rule 23(b)(2) of the Federal Rules of Civil Procedure and that, accordingly, no Settlement Class member may opt out of any of the provisions of this Settlement Agreement.
- 2.6. **Notice:** The Parties will jointly request approval by the District Court of notice to the Settlement Class consistent with this Section. Following the District Court's issuance of the Preliminary Approval Order, the Parties will provide notice of the proposed Settlement Agreement, advising the members of the Settlement Class of the terms of the proposed Settlement Agreement and their right to object to the proposed Settlement Agreement. This Notice of Settlement will be provided as set forth in **Exhibit A** to this Agreement.
- 2.7. **Fairness Hearing:** The Parties will jointly request that the District Court schedule and conduct a Fairness Hearing to decide whether Final Approval of the Settlement Agreement will be granted.
- 2.8. **Objections:** Members of the Settlement Class will have an opportunity to object to the proposed Settlement Agreement but may not opt out. The Parties will request that the District Court order the following objection procedure:
 - 2.8.1. Any Settlement Class member may object to this Settlement Agreement by filing, within sixty (60) days after the District Court has issued the Preliminary Approval Order, written objections with the

District Court, with a copy of such objections served concurrently on Class Counsel by messenger delivery, FedEx or other overnight carrier delivery, First Class U.S. Mail delivery, and/or email. Any Settlement Class member may also appear at the Court's Fairness Hearing.

2.8.2. With respect to any and all objections to this Settlement Agreement received by Class Counsel, Class Counsel will provide a copy of each objection to counsel of record for Defendants, by electronic-mail delivery, within two (2) court days after receipt of such objection.

2.8.3. Responses by Class Counsel and/or Defendants to any timely filed objections will be filed with the District Court no less than five (5) days before the Fairness hearing, or as otherwise ordered by the Court.

2.9. **Final Approval:**

2.9.1. The Parties agree that, upon Final Approval, the Settlement Agreement will be binding on the parties and the District Court will enter the Judgment under Rule 54(b) of the Federal Rules of Civil Procedure dismissing the Lawsuit with prejudice subject to Judge Jeffrey S. White retaining jurisdiction to (i) enforce the terms of the Settlement Agreement; and (ii) resolve any Dispute regarding compliance with this Settlement Agreement as described in Section 4.

2.9.2. Defendants will not assert, after the Judgment has become Final, that Judge Jeffrey S. White lacks jurisdiction to enforce the terms of this Settlement Agreement nor will it raise any jurisdictional defense to any enforcement proceedings permitted under the terms of this Settlement Agreement.

2.9.3. If the District Court denies the Parties' request to enter the Judgment and this Settlement Agreement does not receive Final Approval, or if this Settlement Agreement does not become Final for any reason in accordance with its terms: (i) this Settlement Agreement will be null and void and of no force and effect; (ii) nothing in this Settlement Agreement will be deemed to prejudice the position of any of the Parties with respect to any matter; and (iii) neither the existence of this Settlement Agreement, nor its contents, will be admissible in evidence, referred to for any purpose in any litigation or proceeding, or be deemed an admission by Defendants of any fault, wrongdoing, or liability.

3. **Substantive Terms**

3.1. Unless otherwise specified, all terms in this Section (Section 3) shall become effective on the date of Final Approval.

3.2. Adaptive Equipment in Existing Vehicles and Vehicles for Purchase Policy:

3.2.1. To the extent Mobility Works requires Customers seeking to have Adaptive Equipment installed in a vehicle they own or a vehicle they are purchasing to provide certain information regarding their ability to use the requested Adaptive Equipment, Mobility Works will accept any of the following forms of proof that a Customer is able to use purchased Adaptive Equipment as an independently sufficient form of proof:

3.2.1.1. A valid driver's license without an endorsement or restriction regarding the use of Adaptive Equipment, combined with a written statement and signature indicating that the Customer has experience using the requested Adaptive Equipment, or substantially similar Adaptive Equipment;

3.2.1.2. A valid driver's license with an endorsement or restriction regarding the use of the requested Adaptive Equipment or substantially similar Adaptive Equipment; or

3.2.1.3. Other forms of proof as Mobility Works deems appropriate, including, for example, written documentation by a medical professional, a driver trainer, or a Certified Driver Rehabilitation Specialist.

3.2.2. Mobility Works will not require any Customer to provide an evaluation or other documentation from a medical professional, driver trainer, or Certified Driver Rehabilitation Specialist regarding experience with requested or purchased Adaptive Equipment if the Customer can provide the forms of proof listed in Subsections 3.2.1.1 or 3.2.1.2 of this Agreement. Mobility Works will not prefer any one form of proof described in Section 3.2.1 and its Subsections over any other independently sufficient form of proof described in that Section and its Subsections.

3.3. Adaptive Equipment in Rental Vehicles Policy:

3.3.1. Section 3.3 and its subsections shall only apply in a given state or at a given Mobility Works location if Mobility Works offers rental vehicles to customers in that state or at that location.

3.3.2. Mobility Works will, upon request, and at no charge to Customers, install in any available rental vehicle the following Adaptive Equipment: pedal extensions, spinner knobs, push-rock hand controls, push-pull hand controls, push-right-angle hand controls, and/or push-twist hand

controls.

- 3.3.3. Mobility Works will install or make available any Adaptive Equipment listed in the immediately preceding paragraph in an available rental vehicle with 48 hours' advance notice, or in a shorter amount of time if reasonably possible, except in Rural Locations. In Rural Locations, Mobility Works will install or make available such Adaptive Equipment in an available rental vehicle with 72 hours' advance notice, or in a shorter amount of time if reasonably possible.
- 3.3.4. To the extent Mobility Works requires Customers seeking to rent a vehicle with Adaptive Equipment to provide certain information regarding their ability to use the requested Adaptive Equipment, Mobility Works will accept any of the following forms of proof that a rental vehicle Customer is able to use Adaptive Equipment as an independently sufficient form of proof:
 - 3.3.4.1. A valid driver's license without an endorsement or restriction regarding the use of Adaptive Equipment, combined with a written statement and signature indicating that the Customer has experience using the requested Adaptive Equipment or substantially similar Adaptive Equipment;
 - 3.3.4.2. A valid driver's license with an endorsement or restriction regarding the use of the requested Adaptive Equipment or substantially similar Adaptive Equipment; or
 - 3.3.4.3. Other forms of proof as Mobility Works deems appropriate, including, for example, written documentation by a medical professional, a driver trainer, or a Certified Driver Rehabilitation Specialist.
- 3.3.5. Mobility Works will not require any rental vehicle Customer to provide an evaluation or other documentation from a medical professional, driver trainer, or Certified Driver Rehabilitation Specialist regarding experience with requested Adaptive Equipment if the Customer can provide the forms of proof listed in Subsections 3.3.4.1 or 3.3.4.2 of this Agreement. Mobility Works will not prefer any one form of proof described in Section 3.3.4 and its Subsections over any other independently sufficient form of proof described in that Section and its Subsections.
- 3.3.6. Mobility Works will ensure that customers can reserve a rental vehicle with the Adaptive Equipment listed in this section through each system by which customers can generally reserve rental vehicles, including through a web request form and through calling Mobility Works' rental

line. Mobility Works will develop and publish an updated web form for rental vehicle reservations, compliant with this Agreement as soon as possible, but no later than 180 days following the date of Final Approval of this Agreement. Mobility Works will develop and disseminate a guide for over-the-phone reservations including Adaptive Equipment, compliant with this Agreement as soon as possible, but no later than 180 days following the date of Final Approval of this Agreement.

3.3.7. For all rental vehicle reservations, Customers must indicate that they have the ability to use the requested vehicle and, if applicable, the requested Adaptive Equipment.

3.3.8. This agreement does not limit Mobility Works' right or ability to install any other equipment in rental vehicles if requested, in addition to the types of Adaptive Equipment listed in Section 3.3.2 of this Agreement. This Agreement does not require Mobility Works to install any types of Adaptive Equipment in rental vehicles that are not listed in Section 3.3.2.

3.4. Training

3.4.1. Mobility Works will ensure all current employees who interact with Customers with respect to the sale or rental of vehicles are trained on its policies consistent with Sections 3.2 and 3.3 of this Settlement Agreement as soon as possible, but no later than 180 days following the date of Final Approval of this Agreement.

3.4.2. Once policies consistent with Sections 3.2 and 3.3 of this Agreement are developed, Mobility Works will train new employees who interact with Customers with respect to the sale or rental of vehicles on those policies in the normal course of new employee training, and, in any event, no later than thirty (30) days following the new employee's first date of employment.

3.5. Publication and Incorporation of Policies

3.5.1. Mobility Works will publish its policies regarding installation of Adaptive Equipment in existing vehicles, vehicles for purchase, and rental vehicles, consistent with Sections 3.2 and 3.3 of this Agreement, on its website as soon as possible, but no later than 180 days following the date of Final Approval of this Agreement. Such revised policies shall also be posted prominently at each Mobility Works showroom location as soon as possible, but no later than 180 days following the date of Final Approval of this Agreement.

3.5.2. Mobility Works will incorporate its policies regarding Adaptive Equipment in existing vehicles, vehicles for purchase, and rental vehicles, consistent with Sections 3.2 and 3.3 of this Agreement, into relevant internal handbooks, checklists, and training guides, including but not limited to its Administrator's Playbook as soon as possible, but no later than 180 days following the date of Final Approval of this Agreement. Mobility Works shall inform Plaintiffs of any intended change in its policies, handbooks, reservation request forms, checklists, or training guides concerning the Substantive Terms of this Agreement (§ 3, *et seq.*) during the term of this Agreement, and Mobility Works shall provide Plaintiffs with redline versions of such documents. Plaintiffs will keep such documents confidential and will provide any comments on such documents within fifteen (15) days of receiving such documents; such documents shall not be published or disseminated until either (i) Plaintiffs provide comments or (ii) fifteen (15) days have passed.

3.6. **Monitoring and Implementation**

3.6.1. Policy Implementation

3.6.1.1. Mobility Works will create a training program regarding its new policies (which may be found in Sections 3.2 & 3.3 above), which will be available to its employees on its web portal. Mobility Works will maintain records of its employees' certificates of completion of the training program and will ensure its ability to generate reports documenting the employees that have completed the training program.

3.6.1.2. Defendants will submit evidence of training completion every twelve (12) months throughout the Term.

3.6.2. Monitoring Component

3.6.2.1. When posting and publishing its new policies as described in § 3.5.1 of this Agreement, Mobility Works will include a phone number with an indication that if an individual believes the policy is not being fully complied with, the individual should call the phone number to make a report.

3.6.2.2. Mobility Works will direct all reports to a select few individuals, who will be tasked with completing a form documenting both the complaint and how the issue was resolved.

3.6.2.3. Mobility Works will submit evidence of any complaints lodged by way of these completed forms to Plaintiffs' Counsel, starting

180 days from the Effective Date, and continuing on a bi-annual basis throughout the term. Any sensitive, personal information included on these forms will be redacted, but Mobility Works will make a good faith effort to inquire into affected individuals' permission to provide their names and contact information to Plaintiffs' Counsel, upon Plaintiffs' Counsel's request. Mobility Works will provide Plaintiffs' Counsel with the names and contact information of any individuals who provide such consent. Mobility Works will also keep a record of all communications with affected individuals, so that its compliance with these terms can be verified in the event of a dispute.

4. Dispute Resolution Procedure

4.1. If any disputes arise as to compliance with this Agreement, the Parties agree to resolve the dispute according to the following procedure:

4.1.1. **Step One – Notice:** One Party will send a letter to counsel for the other Party concerning any dispute, and the Parties will meet and confer in a good faith effort to resolve the identified dispute.

4.1.2. **Step Two – Mediation:** If the Parties are unable to resolve their dispute through meet and confer negotiations within twenty-one (21) days of receipt of the letter raising the dispute, the dispute shall be submitted to mediation before a Magistrate Judge for the U.S. District Court for the Northern District of California or another mutually agreeable mediator.

4.1.3. **Step Three – Resolution by District Court:** If the Parties are unable to resolve a dispute through Step Two, they shall submit the dispute for resolution by the Federal District Court for the Northern District of California. The Parties may seek to recover reasonable fees and costs in connection with proceedings under Step Two and Step Three, in accordance with applicable law.

5. Term of Agreement

5.1. This Settlement Agreement shall be in effect from the date of Final Approval until two (2) years from that date (the "Term"). Judge Jeffrey S. White will have continuing jurisdiction to enforce this Settlement Agreement throughout the Term.

6. Attorneys' Fees and Costs Through Final Approval

6.1. With respect to attorneys' fees and costs that Plaintiffs incurred from the inception of this matter through Final Approval, and the payment thereof by

Defendants, the Parties agree to the following in this Section as a complete resolution of the issue.

- 6.2. Defendants agree that, conditioned upon the District Court granting Final Approval of this Settlement Agreement, and the Judgment becoming Final, Plaintiffs are prevailing parties for purposes of awarding reasonable attorneys' fees, expenses, and costs.
- 6.3. Defendants agree to pay Class Counsel's reasonable attorneys' fees, litigation expenses, and costs in the total amount of \$150,000 for Class Counsel's fees, expenses, and costs through Final Approval. The amount of fees will be included in the notice to the class and subject to review and Approval by the Court pursuant to Rule 23 of the Federal Rules of Civil Procedure.
- 6.4. Class Counsel's reasonable attorneys' fees, litigation expenses, and costs will be paid within 90 days after: (i) the District Court has issued a written order granting Final Approval of this Settlement Agreement; and (ii) the Judgment has become Final.
- 6.5. Defendants' payment of the amounts for reasonable attorneys' fees, expenses, and costs pursuant to Sections 6.1 through 6.5. will be in full and complete satisfaction of any and all claims for attorneys' fees, expenses, and costs incurred by Plaintiffs and Class Counsel in this Lawsuit, and Plaintiffs (on behalf of themselves and the Settlement Class) and Class Counsel expressly waive any right to recover any additional attorneys' fees, expenses, and costs in connection with this Lawsuit or this Settlement Agreement, except for those attorneys' fees, expenses, and costs incurred as a result of the Dispute Resolution Procedure described in Section 4.

7. Service Awards

- 7.1. Within thirty (30) days after Final Approval of this Agreements, Defendants shall:
 - 7.1.1. Pay the sum of \$2,000 to each of the Named Plaintiffs, Dorene Giacobini and Stuart James, for services rendered to the Settlement Class.

8. Released and Unreleased Claims

- 8.1. **Released Claims:** Conditioned upon and subject to Final Approval by the Court and Defendants' compliance with the terms of this Settlement Agreement, Plaintiffs and the Settlement Class release Defendants, their successors in interest, assigns, parents and subsidiaries, divisions, and any and all current, future, or former directors, employees, officers, agents, or attorneys from any and all claims that were brought in this Lawsuit. This

release of claims will apply and be binding upon Plaintiffs (including members of the Settlement Class). This release will not apply to any claims that accrue after the expiration of the Term.

- 8.2. **Waiver of Rights Under Civil Code § 1542:** Conditioned upon and subject to Final Approval by the Court and Defendants' compliance with the terms of this Settlement Agreement, with respect to the claims released in Section 8.1, Plaintiffs James, Giacomini, and CRIL further expressly waive and relinquish all rights and benefits afforded by Section 1542 of the Civil Code of the State of California, which states, "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."
- 8.3. **Unreleased Claims:** The above-described release does not apply to any claims to enforce the terms of this Settlement Agreement, and nothing in this Settlement Agreement shall be interpreted as a release of any claims for damages on behalf of the Settlement Class. **Expressly excluded from this provision are named plaintiffs Dorene Giacomini, Stuart James, and CRIL, each of whom do expressly and forever release any and all claims for damages that were or could have been brought in the Lawsuit.** Plaintiffs do not release any claims that were not, or could not have been, brought in this Lawsuit.

9. Additional Terms

- 9.1. **Governing Law:** This Agreement shall be governed in all respects by the law of the State of California.
- 9.2. **Entire Agreement:** This Agreement, and the documents attached to or expressly referred to in this Settlement Agreement, constitute the final and complete written expression and exclusive statement of all the agreements, conditions, promises, representations, and covenants between the parties with respect to the matters set forth in this Settlement Agreement. No representations, warranties, or promises have been made or relied upon by any party hereto, other than those contained herein. This Agreement supersedes any and all other prior agreements or drafts, either written or oral, between the parties with respect to the subject matter hereof. This Agreement cannot be amended, modified, or supplemented except by a written document signed by all of the Parties and approved by the District Court.
- 9.3. **No Other Representation:** Each of the Parties represents and agrees that, in executing this Settlement Agreement, they have relied solely on the statements expressly set forth in this Agreement and has placed no reliance

whatsoever on any statement, representation, or promise of any other Party or person or entity not expressly set forth in this Agreement, or upon the failure of the other Party or person or entity to make any statement, representation, or disclosure of anything whatsoever. The Parties have included this provision to preclude any claim that any Party was in any way fraudulently induced to execute this Settlement Agreement, and to preclude the introduction of parole evidence to vary, interpret, supplement, or contradict the terms of this Agreement.

- 9.4. **Execution in Counterparts:** This Agreement may be executed in counterparts, each of which may be executed and delivered via facsimile or PDF electronic delivery with the same validity as if it were an ink-signed document and each of which shall be effective and binding on the Parties as of the Effective Date. Each such counterpart shall be deemed an original and, when taken together with other signed counterparts, shall constitute one and the same Agreement.
- 9.5. **Advice of Counsel and Voluntary Agreement:** The Parties hereto represent that they have read this Agreement carefully in its entirety and are satisfied that they understand and agree to all its provisions; that this Settlement Agreement has been voluntarily entered into; that they have received independent advice from their respective attorneys with respect to the advisability of executing this Settlement Agreement; and that any and all investigation and analysis of the facts deemed necessary or desirable have been conducted prior to the execution of this Settlement Agreement.
- 9.6. **Power and Authority to Execute:** Each of the Parties hereto represent that they have the power and the authority to execute and deliver this Agreement and to perform the obligations hereunder, and that each person executing this Agreement on each Party's behalf has been authorized to sign on behalf of the respective Party and to bind each to the terms of this Agreement.
- 9.7. **Binding Effect:** All of the terms and provisions of this Settlement Agreement will be binding upon and will inure to the benefit of the Parties and their heirs, successors, and assigns.
- 9.8. **Construction:** The Parties acknowledge and agree that this Agreement has been jointly drafted by all Parties hereto as a result of arm's length negotiations among the Parties. Because all Parties have contributed to the preparation of this Agreement, it shall not be construed more strictly against one party than another. Any rule of law, including, without limitation, Section 1654 of the California Civil Code, that would require interpretation of any ambiguities or uncertainties in this Settlement Agreement against one of the Parties will have no application and is hereby expressly waived. Where required by context, the plural includes the singular and the singular includes the plural.

9.9. **Notices:** Any notice or communication provided under this Agreement shall be made in writing and shall be delivered or sent by electronic mail or First Class U.S. Mail to the addresses below, or to such other addresses as may be specified in writing by any Party to the other Party (provided that ten (10) days' written notice of such designation is provided to all other Parties in accordance with the terms of this Section).

9.9.1. To Plaintiffs:

Sean Betouliere
Disability Rights Advocates
2001 Center Street, Fourth Floor
Berkeley, CA 94704
sbetouliere@dralegal.org

9.9.2. To Defendants:

Melissa T. Daugherty
Lewis Brisbois Bisgaard & Smith, LLP
633 West 5th St., Suite 4000
Los Angeles, CA 90071
Melissa.Daugherty@lewisbrisbois.com

IN WITNESS WHEREOF, the Parties hereto have approved and executed this Settlement Agreement on the dates set forth opposite their respective signatures.

[[SIGNATURES REDACTED]]