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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES**

DAVID REESE, ISAAC KHARAUD,
 PATRICIA BROWN, individually, and on
 behalf of other members of the general public
 similarly situated and on behalf of other
 aggrieved employees pursuant to the California
 Private Attorneys General Act;

Plaintiffs,

vs.

VEOLIA TRANSPORTATION, an unknown
 business entity; TRANSDEV SERVICES,
 INC., a Maryland corporation; and DOES 1
 through 100, inclusive,

Defendants.

VICTOR DIAZ, individually and on behalf of
 all others similarly situated,

Plaintiff.

v.

TRANSDEV NORTH AMERICA, INC., a
 California Corporation and DOES 1-50,
 inclusive,

Defendants.

Case No.: 21STCV29413 (lead)
 [Related to Case Nos.
 21STCV36076; 22STCV32496;
 22STCV38405; and 23AHCv02160]

Honorable Carolyn B. Kuhl
 Department 12

**SETTLEMENT AGREEMENT AND
 STIPULATION TO RESOLVE CLASS
 ACTION AND PAGA CLAIMS**

Complaint Filed: August 10, 2021
 FAC Filed: March 8, 2023
 Jury Trial Date: None Set

Complaint Filed: October 4, 2022
 FAC Filed: February 20, 2024
 Jury Trial Date: None Set

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7 TRANSDEV NORTH AMERICA, INC. and TRANSDEV SERVICES, INC.

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This Settlement Agreement and Stipulation To Resolve Class Action and PAGA Claims (the “**Settlement Agreement**,” “**Agreement**,” or “**Settlement**”) is entered into to resolve the following actions: (1) *David Reese, et al. v. Veolia Transportation, et al.* Los Angeles Superior Court, Case No. 21STCV29413, (2) *David Reese v. Veolia Transportation, et al.* Los Angeles Superior Court, Case No. 21STCV36076, (3) *Patricia Brown v. Transdev Services, Inc.* Los Angeles Superior Court, Case No. 23AHCv02160, (4) *Victor Diaz v. Transdev North America, Inc.*, Los Angeles Superior Court, Case No. 22STCV32496; and (5) *Victor Diaz v. Transdev North America, Inc.* Los Angeles Superior Court, Case No. 22STCV38405. This agreement is entered into between Plaintiffs David Reese, Isaac Kharaud, Patricia Brown, and Victor Diaz (“Plaintiffs”) and Defendants Transdev North America, Inc. and Transdev Services, Inc. (“Defendants”) (Plaintiffs and Defendants are collectively referred to as the “Parties”).

DEFINITIONS

1. **Actions.** “**Actions**” mean the following Class Action(s) and the PAGA Action(s): (1) *David Reese, et al. v. Veolia Transportation, et al.* Los Angeles Superior Court, Case No. 21STCV29413, (2) *David Reese v. Veolia Transportation, et al.* Los Angeles Superior Court, Case No. 21STCV36076, (3) *Patricia Brown v. Transdev Services, Inc.* Los Angeles Superior Court, Case No. 23AHCv02160, (4) *Victor Diaz v. Transdev North America, Inc.*, Los Angeles Superior Court, Case No. 22STCV32496; and (5) *Victor Diaz v. Transdev North America, Inc.*, Los Angeles Superior Court, Case No. 22STCV38405.

2. **Aggrieved Employees.** “**Aggrieved Employees**” means all individuals who are or previously were employed by Defendants as non-exempt California employees during the PAGA Period. Defendants represent there are approximately 7,183 Aggrieved Employees during the PAGA Period who worked approximately 323,307 Pay Periods during the PAGA Period.

3. **Agreement or Settlement or Settlement Agreement.** “**Agreement**” or “**Settlement**” or “**Settlement Agreement**” means this Settlement Agreement and Stipulation To Resolve Class Action and PAGA Claims, entered into by the Parties to resolve the Actions.

4. Attorneys' Fees and Costs. "**Attorneys' Fees and Costs**" means the amount authorized by the Court for: (i) an award of attorneys' fees to Class Counsel for litigation and resolution of the matter, in the amount that does not exceed 35% percent of the Gross Settlement Amount; and (ii) reimbursement of actual costs incurred by Class Counsel in connection with the Actions, in an amount to not to exceed \$1,575,000.00.

5. Class Counsel. "**Class Counsel**" means Arby Aiwazian, Vartan Madoyan, and Stephanie Roseman of Lawyers for Justice, P.C. and James R. Hawkins, Gregory Mauro, Michael Calvo, and Ava-Issary of JAMES HAWKINS APLC.

6. Class or Class Members. "**Class**" or "**Class Members**" means all persons who have been employed by Defendants as Non-Exempt Employees or equivalent positions however titled in the state of California during the Class Period, excluding the Excluded Class Members. Defendants represent there are approximately 9,577 Class Members during the Class Period who worked approximately 956,264 workweeks during the Class Period, which excludes the Excluded Workweeks.

7. Class Notice. "**Class Notice**" means the Notice of Class Action Settlement, attached as **Exhibit A** to this Agreement, or a substantially similar notice approved by the Court.

8. Class Period. "**Class Period**" means the period from August 10, 2017, through the date the Court grants Preliminary Approval.

9. Court. "**Court**" means the Los Angeles County Superior Court, where the Actions are currently pending.

10. Defendants. "**Defendants**" means Transdev Services, Inc. and Transdev North America, Inc.

11. Excluded Class Members. "**Excluded Class Members**" means the following Class Members who are represented by an attorney and have filed and/or resolved a lawsuit against one or more Defendants alleging the same or similar wage and hour violations at issue in the Actions: Brenda Ganther (*Brenda Ganther v. Transdev Services, Inc.*, Case Nos. 22CV000632 and 22CV001338, pending in the Superior Court of California, County of Napa); Amir Salaam (*Amir*

1 *Salaam v. Transdev Services, Inc.*, Case No. 37-2021-00008373, pending in the Superior Court of
2 California, County of San Diego); Jenni Arney, Kevin Claiborne, and Janet Gunn (*Arney et al. v.*
3 *Transdev Services, Inc. and Transdev Alternative Services, Inc.*, Case No. CU25-10351, pending in
4 the Superior Court of California, County of Solano); Tracey Burkett (*Tracey Burkett v. Transdev*
5 *Services, Inc.*, Case No. CU25-02303, pending in the Superior Court of California, County of
6 Solano); Theresa Smith (*Theresa Smith v. Transdev Services, Inc.*, Case No. VCU323993, pending
7 in the Superior Court of California, County of Tulare); Alexander Morales, Damon Hadley, and
8 Mya Kinerman (*Morales et al. v. Transdev Services, Inc. and Transdev Alternative Services, Inc.*,
9 pending in the U.S. District Court for the Central District of California, Case No. 2:25-cv-10282);
10 Cherisha Lovejoy (*Cherisha Lovejoy v. Transdev Services, Inc.*, Case No 23-cv-00380, pending in
11 the U.S. District Court for the Southern District of California); Leslie Williams (*Leslie Williams, et*
12 *al. v. Transdev Business Solutions, Inc., et al.*, Case No. CGC-21-590089, pending in the Superior
13 Court of California, County of San Francisco); Lizeth Dircio (*Dircio v. First Transit, Inc. et al.*,
14 Case No. 23STCV31678, pending in the Superior Court of California, County of Los Angeles); Jose
15 Macias (*Macias v. Transdev Services, Inc. et al.*, Case No. 23AVCV00890); Elisa Gardner (*Gardner*
16 *v. MV Transportation Inc. et al.*, Case No. 22STCV21537, pending in the Superior Court of
17 California, County of Los Angeles); Mary Farell (*Farell v. Transdev Services, Inc.*, Case No.
18 22STCV10248, pending in the Superior Court of California, County of Los Angeles); Deundre
19 Grice (*Grice v. Transdev Services, Inc.*, Case No. 20STCV24745, pending in the Superior Court of
20 California, County of Los Angeles); Shanna Charles (*Charles v. Transdev Services, Inc et al.*, Case
21 No. 23STCV03162, pending in the Superior Court of California, County of Los Angeles); Mateo
22 Salazar Flores (*Flores v. Transdev Services, Inc.*, Case No. 3:23-cv-00317-GPC-JLB, pending in
23 the U.S. District Court for the Southern District of California); Derwin Coleman (*Coleman v.*
24 *Transdev Services, Inc.*, Case No. 22AHCv00240, pending in the Superior Court of California,
25 County of Los Angeles); Brenda Costa (*Millings et al. v. Transdev Services, Inc.*, Case No. 20-cv-
26 7711, pending in the U.S. District Court for the Northern District of Illinois); Rashawn Hickman
27 (*Hickman v. Transdev Services, Inc.*, Case No. 26STCV15003, pending in the Superior Court of
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California, County of Los Angeles); Abel Arena (*Arena v. Transdev Services, Inc.*, Case No. 25STCV16797, pending in the Superior Court of California, County of Los Angeles); Jose Rojas Monterosa (*Monterosa v. Transdev Services, Inc.*, Case No. 26STCV16529, pending in the Superior Court of California, County of Los Angeles).

12. Excluded Workweeks. “**Excluded Workweeks**” means workweeks that are within the Class Period and involve a settlement Class Member from one of the following cases: *Jim Canales v. Transdev Services, Inc.*, Case No. 3 :17-CV-03826 (N.D. Cal.); *Chauenga Hakeem v. Transdev Services, Inc., et al.*, Case No. 23CV036111, Superior Court of California, Alameda Superior Court.

13. Effective Date. The “**Effective Date**” of the Settlement will be the later of the following: (a) if no timely objections are filed or if all objections are withdrawn, the date upon which the Court enters Final Approval; (b) if an objection is filed and not withdrawn, the date for filing an appeal and no such appeal being filed; or (c) if any timely appeals are filed, the date of the resolution (or withdrawal) of any such appeal in a way that does not alter the terms of the Settlement.

14. Employer’s Taxes. “**Employer’s Taxes**” means Defendants’ share of the payroll taxes associated with the wage portion of the Individual Settlement Payments, which Defendants will pay separately from the Gross Settlement Amount.

15. Enhancement Award. “**Enhancement Award**” means the amount the Court authorizes to be paid to Named Plaintiffs (i.e. Class Representatives) in addition to the Individual Settlement Payment, in recognition of their efforts and work in prosecution of the Actions, up to \$10,000.00 each.

16. Final Hearing Date. “**Final Hearing Date**” means the date set by the Court for the hearing on final approval of the Settlement.

17. Final Order and Judgment. “**Final Order and Judgment**” means the proposed order granting final approval of the Settlement and the separate proposed judgment, which Plaintiffs will submit to the Court with the motion for final approval of the Settlement.

18. General Release Named Plaintiffs Only. “**General Release**” means the general

release of all claims as set forth in Paragraph 50.

19. Gross Settlement Amount. “**Gross Settlement Amount**” means the total settlement payment Defendants have agreed to make under this Agreement. The Gross Settlement Amount is \$4,500,000.00.

20. Individual PAGA Payment. “**Individual PAGA Payment**” means a payment to an Aggrieved Employee of the employee’s share of the PAGA Payment as set forth in this Agreement.

21. Individual Settlement Payment. “**Individual Settlement Payment**” means the individual settlement payment allocated to each Participating Class Member and/or Aggrieved Employee as set forth in this Agreement, and consists of the Participating Class Member Payment and/or the Individual PAGA Payment to the extent an employee is eligible.

22. Named Plaintiffs or Class Representatives. “**Named Plaintiffs**” or “**Class Representatives**” means David Reese, Isaac Kharaud, Patricia Brown, and Victor Diaz.

23. Notice Period. “**Notice Period**” means the time period commencing on the date the Class Notice is mailed to Class Members and ending 60 days thereafter unless a notice is remailed to a Class Member, in which case, the Notice Period shall end either 60 days after mailing or 45 days after remailing, whichever is later.

24. Net Class Settlement Amount. “**Net Class Settlement Amount**” means the settlement amount to be distributed to Participating Class Members, which is the Gross Settlement Amount less Attorneys’ Fees and Costs, the Enhancement Award, the General Release Payment, the PAGA Penalty Amount, and Settlement Administration Costs.

25. PAGA Claims. “**PAGA Claims**” means, for the PAGA Period, claims for penalties under the California Private Attorneys’ General Act (California Labor Code § 2698, *et seq.*) that (a) arise from the facts, matters, transactions or occurrences alleged in the Actions or that could have been alleged in the Actions based on such facts; and/or (b) arise from the facts, matters, transactions or occurrences alleged, or that could have been alleged, in the PAGA Notice Letters sent by the Class Representatives to the Labor and Workforce Development Agency (“**LWDA**”) pursuant to Labor Code section 2699.3 through this action and via notices on or about on or about August 23,

2022 (*Kharaud* LWDA notice), October 4, 2022 (*Diaz* LWDA notice, amended in January 24, 2024), and March 6, 2023 (*Brown* LWDA notice) asserting that Defendants violated various provisions of the Labor Code, including failure to pay overtime compensation, failure to pay minimum wages, failure to provide compliant meal and rest breaks, failure to pay meal and rest period premiums, failure to pay all wages owed at discharge or resignation; failure to timely pay wages during employment; failure to provide complete and accurate wage statements; failure to keep complete and accurate payroll records; failure to reimburse necessary business-related expenses; and violations of Labor Code sections 201, 202, 203, 204, 226(a), 226.3, 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2698, et seq., 2800, and 2802 (collectively, “Released PAGA Claims”).

The PAGA Claims excludes claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation claims, FEHA-related claims for retaliation, discrimination or harassment, and any claims outside of the PAGA Period.

26. PAGA Penalty Amount. “**PAGA Penalty Amount**” means the amount of \$500,000.00, which represents the portion of the Gross Settlement Amount allocated to the settlement of the PAGA Claims. The PAGA Penalty Amount is paid from the Gross Settlement Amount, and will be allocated as set forth in this Agreement. The Parties agree that 75% of the PAGA Penalty Amount (\$375,000.00) will be paid to the LWDA as the “**LWDA Payment**,” and the remaining 25% (\$125,000.00) will be allocated to the Aggrieved Employees as the “PAGA Payment.”

27. PAGA Period. “**PAGA Period**” means the period from July 15, 2020, through the date the Court grants preliminary approval.

28. Parties. “**Parties**” means the Plaintiffs and Class Representatives, individually and on behalf of all Class Members and Aggrieved Employees, and Defendants. Each of the Parties may be referred to in the singular as a “**Party**.”

29. Participating Class Member. “**Participating Class Member**” means each Class Member who has not timely opted out of the Settlement pursuant to this Agreement; “**Settlement Class**” means a class of all Participating Class Members.

30. Participating Class Member Payment. “**Participating Class Member Payment**” means the *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated in accordance with Paragraph 51.f., which is inclusive of the employee’s share of taxes and withholdings with respect to the wages portion of the Participating Class Member Payment.

31. Preliminary Approval Order. “**Preliminary Approval Order**” means an order from the Court preliminarily approving this Settlement.

32. Released Parties. “**Released Parties**” means and includes Transdev Services, Inc., Transdev North America, Inc., and any past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, reinsurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, sectors, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

33. Released Claims. “**Released Claims**” means, for the duration of the Class Period, any and all claims, actions, or causes of action against Defendants and the other Released Parties (a) that are alleged in the operative complaints in the Actions; and/or (b) that could have been alleged in the operative complaints in the Actions based upon or arising out of the facts alleged therein, except those arising under PAGA. In addition to the foregoing, the Released Claims include claims (1) failure to pay overtime wages under Labor Code Sec. 510, 1198; (2) failure to provide meal periods and/or pay meal period premiums under Labor Code Sec. 226.7, 512; (3) failure to provide rest periods and/or pay rest period premiums under Labor Code Sec. 226.7; (4) failure to pay minimum wages under Labor Code Sec. 1194, et seq.; (5) failure to timely pay wages upon termination under Labor Code Sec. 203; (6) failure to timely pay wages during employment under Labor Code Sec. 204, 210; (7) failure to provide accurate, itemized wage statements under Labor Code Sec. 226; (8) failure to keep requisite payroll records under Labor Code Sec. 1174(d); (9) failure to reimburse business expenses under Labor Code Sec. 2800, 2802; and (10) violation of California’s unfair competition law under Business and Professions Code Sec. 17200. The Released Claims excludes claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’

1 compensation claims, FEHA-related claims for retaliation, discrimination or harassment, and any
2 claims outside of the Class Period.

3 34. Settlement Administration Costs. “**Settlement Administration Costs**” means the
4 costs of settlement administration, including costs of notice to Class Members, distributing
5 settlement payments, and any other fees and costs incurred or charged by the Settlement
6 Administrator in connection with the execution of its duties under this Settlement.

7 35. Settlement Administrator. “**Settlement Administrator**” means Apex Class Action,
8 LLC, or such other third-party administrator chosen by the Parties and approved by the Court.

9 36. Settlement Hearing. “**Settlement Hearing**” means the hearing on the Final Hearing
10 Date at which the Court will determine whether to fully and finally approve the fairness and
11 reasonableness of this Agreement.

12 RECITALS

13 37. On August 10, 2021, Plaintiff *Reese* filed his Class Action Complaint in Los Angeles
14 County Superior Court, alleging: unpaid overtime, unpaid meal period premiums, unpaid rest period
15 premiums, unpaid minimum wages, final wages not timely paid, wages not timely paid during
16 employment, non-compliant wage statements, failure to keep requisite payroll records,
17 unreimbursed business expenses, and violations of California Business and Professions Code
18 sections 17200, et seq. On March 8, 2023, Plaintiff *Reese* filed his First Amended Complaint, adding
19 *Isaac Kharaud* as a named Plaintiff and Class Representative and adding an allegation for violations
20 of California Labor Code section 2698, et seq. (California Labor Code Private Attorneys General
21 Act of 2004). The class action was assigned and is pending in the Los Angeles County Superior
22 Court before the Honorable Carolyn B. Kuhl; LASC Case No. 21STCV29413.

23 38. On September 30, 2021, Plaintiff *Reese* filed his Complaint for Enforcement Under
24 the Private Attorneys General Act in Los Angeles County Superior Court, Case No. 21STCV36076.
25 The *Reese* PAGA action was initially assigned to the Honorable Mark V. Mooney of the Los
26 Angeles County Superior Court. On December 3, 2021, pursuant to Plaintiffs’ Notice of Related
27 Cases, this matter was reassigned and is currently pending before the Honorable Carolyn B. Kuhl.
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39. On October 4, 2022, a case entitled *Victor Diaz v. Transdev North America, Inc.* was filed in Los Angeles County Superior Court alleging: unpaid overtime, unpaid meal period premiums, unpaid rest period premiums, failure to pay timely wages, wages not timely paid during employment, failure to provide accurate wage statements, issuing wage payments in non-labor code-compliant instruments, and violations of Business and Professions Code section 17200, et seq.; LASC, Case No. 22STCV32496. On December 9, 2022, a PAGA case entitled *Victor Diaz v. Transdev North America, Inc.* was filed in Los Angeles County Superior Court alleging violations of California Labor Code section 2698, et seq. (California Labor Code Private Attorneys General Act of 2004); LASC Case No.'s 22STCV38405. The *Reese* and *Diaz* actions were deemed to be related cases by order of the Los Angeles Superior Court on January 3, 2024, and they were assigned to the Honorable Carolyn B. Kuhl.

40. On September 18, 2023, Plaintiff *Brown* filed her Complaint for Enforcement under the Private Attorneys General Act in Los Angeles County Superior Court, alleging violations of California Labor Code § 2698, et seq. The *Brown* matter was assigned and is currently pending in the Los Angeles County Superior Court before the Honorable William A. Crowfoot, LASC Case No. 23AHCv02160.

41. This Settlement resolves all Claims asserted in the operative complaints in each and all of the following Actions: *David Reese, et al. v. Veolia Transportation, et al.*, filed in the Superior Court of the State of California, County of Los Angeles, Case No. 21STCV29413 (the “*Reese* Class Action”), *David Reese, et al. v. Veolia Transportation, et al.*, filed in the Superior Court of the State of California, County of Los Angeles, Case No. 21STCV36076 (the “*Reese* PAGA Action”), *Patricia Brown v. Transdev Services, Inc.*, filed in the Superior Court of the State of California, County of Los Angeles, Case No. 23AHCv02160 (the “*Brown* Action”), *Victor Diaz v. Transdev North America, Inc.*, filed in the Superior Court of the State of California, County of Los Angeles, Case No. 22STCV32496 (the “*Diaz* Class Action”), *Victor Diaz v. Transdev North America, Inc.*, filed in the Superior Court of the State of California, County of Los Angeles, Case No. 22STCV38405 (the “*Diaz* PAGA Action”) and any operative complaints.

42. During the litigation, both formal and informal discovery were exchanged in preparation for class certification, and mediation. Class Counsel obtained time and payroll records, relevant policies for Class Members, engaged in depositions of relevant witnesses, and other relevant information and data related to the claims asserted during the Class Period.

43. On May 7, 2024, and January 30, 2025, the Parties participated in mediation with Deborah Saxe, Esq. (the “**Mediator**”), a respected mediator of complex wage-and-hour actions. The Parties did not resolve the Actions at the mediation. However, with subsequent discovery, and continued dialogue and negotiations, the Parties reached the settlement on or about September 29, 2025, that is memorialized in this Agreement.

44. Defendants deny that Defendants engaged in any misconduct in connection with the wage-and-hour practices associated with the Class Members (inclusive of the Aggrieved Employees). Defendants further deny that Defendants have any liability of any kind associated with the claims alleged in the Actions. Defendants contend that Defendants have complied with both federal and state wage-and-hour laws, and all other laws regulating its relationship with the Class Members and the Aggrieved Employees, including the Named Plaintiffs.

45. Class Counsel has investigated the facts relating to the Actions. Settlement discussions were conducted at arm’s length during two full-day mediations with a neutral third-party mediator, and the Settlement is the result of an informed and detailed analysis of Defendants’ potential liability and exposure in relation to the costs and risks associated with continued litigation. Based on the documents and data produced, as well as Class Counsel’s own independent investigation and evaluation, Class Counsel believes that the Settlement documented by this Settlement Agreement is fair, reasonable, and adequate, and in the best interest of the Class in light of all known facts and circumstances, including the risk of significant delay and defenses asserted to the merits of the Actions. While Defendants specifically deny any liability in the Actions, Defendants have agreed to enter into this Settlement to avoid the costs associated with defending the Actions.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the recitals listed above and the promises and warranties set forth below, and intending to be legally bound and acknowledging the sufficiency of the consideration and undertakings set forth below, Named Plaintiffs, individually and on behalf of the Class Members, Aggrieved Employees, and, to the extent permitted by law, the State of California, and Defendants agree that the Actions shall be and are finally and fully compromised and settled on the following terms and conditions:

46. Non-Admission Of Liability. The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering into this Agreement, Defendants and the other Released Parties do not admit, and specifically deny, that they have violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to the Class or the Aggrieved Employees. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendants or any of the other Released Parties of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendants or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

47. Conditional Nature Of Settlement. For settlement purposes *only*, the Parties agree that (a) a class may be certified in the Actions pursuant to California Code of Civil Procedure Section 382, and (b) the Actions may proceed as a PAGA representative action.

a. The Parties intend their settlement to be contingent upon the preliminary and final approval of each and every term of this Agreement, without material modification. The Parties

1 and their respective counsel shall use their respective best efforts to obtain Court approval and
2 implement this Agreement in accordance with its terms. If the Court does not approve this
3 Agreement, the Parties agree to meet and confer to address the Court's concerns. If the Parties are
4 unable to agree upon a resolution, the Parties agree to refer their dispute to the Mediator for informal
5 assistance in seeking a resolution. If thereafter the Parties are unable to resolve the dispute, the
6 Parties intend this Agreement to become null and void, and unenforceable, in which event the
7 settlement terms set forth in this Agreement, including any modifications made with the consent of
8 the Parties, and any action taken or to be taken in connection with this Agreement shall be terminated
9 and shall become null and void and have no further force or effect, and the class certified for
10 settlement purposes pursuant to this Agreement will be decertified for all purposes.

11 b. In the event the Court does not grant preliminary or final approval of the
12 Parties' settlement, or in the event that this Agreement shall terminate or the settlement embodied
13 in this Agreement does not become effective for any reason, the Agreement and all negotiations,
14 court orders and proceedings relating to the Agreement shall be without prejudice to the rights of
15 the Named Plaintiffs, Class Members, Aggrieved Employees, and Defendants, each of whom shall
16 be restored to their respective positions existing prior to the execution of this Agreement, and
17 evidence relating to the Agreement and all negotiations shall not be discoverable or admissible in
18 the Actions or any other litigation. Defendants do not waive, and instead expressly reserve, their
19 rights to challenge the propriety of class certification and/or the Actions proceeding on a
20 representative basis for any purpose should the Court not grant preliminary or final approval of the
21 Parties' settlement.

22 48. Participating Class Members' Release Of Claims. Upon the funding of the Gross
23 Settlement Amount and the Employer's Taxes necessary to effectuate the Settlement to the
24 Settlement Administrator, the Named Plaintiffs and all Participating Class Members shall be
25 deemed to have fully, finally, and forever released, settled, compromised, relinquished and
26 discharged any and all of the Released Parties from the Released Claims that arose during the Class
27 Period.
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1 a. This release by the Named Plaintiffs and each Participating Class Member is
2 intended to settle any and all of the Released Claims that any of them may have against Defendants
3 or any of the Released Parties during the Class Period.

4 b. Because it is impossible or impracticable to have each Class Member execute
5 this Agreement, the Class Notice will advise all Class Members of the binding nature of the release
6 and such notice will have the same force and effect as if the Agreement were executed by each Class
7 Member.

8 49. Aggrieved Employees' Release of PAGA Claim. In exchange for the PAGA
9 Amount recited in this Agreement, the Named Plaintiffs, as the representatives for the State of
10 California and all Aggrieved Employees (to the extent permitted by law), and on behalf of their
11 current, former, and future heirs, executors, administrators, attorneys, agents, and assigns will, upon
12 payment of the Gross Settlement Amount and the Employer's Taxes necessary to effectuate the
13 settlement to the Settlement Administrator, forever completely release and discharge Defendants
14 and each of the Released Parties from the PAGA Claims that arose during the PAGA Period. The
15 Aggrieved Employees and the State of California will be deemed by operation of the Final Order
16 and Judgment to have agreed not to sue or otherwise make a claim against Defendants and any of
17 the Released Parties for the PAGA Claims that arose during the PAGA Period, to the extent
18 permissible by law.

19 50. Full Release By The Named Plaintiffs. Upon payment of the Gross Settlement
20 Amount and the Employer's Taxes necessary to effectuate the settlement to the Settlement
21 Administrator, the Named Plaintiffs fully release and discharge Defendants and the other Released
22 Parties from the Released Claims and any other claims that the Named Plaintiffs now have or
23 claim to have, or have ever had or claimed to have, against Defendants and the Released Parties.
24 Without limiting the generality of the foregoing, the Named Plaintiffs specifically and expressly
25 release to the maximum extent permitted by law any claims against Defendants and the Released
26 Parties, arising out of or relating to the Named Plaintiffs' employment or the termination of their
27 employment with Defendants and any other Released Party, including, but not limited to, all
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claims for lost wages and benefits, emotional distress, retaliation, punitive damages, and attorneys' fees and costs arising under federal, state, or local laws for discrimination, harassment, and wrongful termination, such as by way of example only, (as amended) 42 U.S.C. section 1981, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, and the California Fair Employment and Housing Act; the Fair Labor Standards Act, 29 U.S.C. § 201 et seq.; federal common law; and the Employee Retirement Income Security Act, 29 U.S.C. § 1001, et seq.; and the law of contract and tort. This release excludes the release of claims not permitted by law. This general release by the Named Plaintiffs includes a waiver of Named Plaintiffs' rights under Civil Code Section 1542, which provides: "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."

51. No Prior Assignments. The Named Plaintiffs 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 any portion of any liability, claim, demand, action, cause of action, or rights released and discharged by this Agreement.

52. Settlement Payments And Calculation Of Claims. Subject to final Court approval and the conditions specified in this Agreement, and in consideration of the mutual covenants and promises set forth in this Agreement, Defendants agree to pay the Gross Settlement Amount of \$4,500,000.00. The Gross Settlement Amount includes, but is not limited to, payments to be made to Participating Class Members, Class Counsel's Attorneys' Fees and Costs, Enhancement Award to the Named Plaintiffs, General Release Payment to the Named Plaintiffs, the PAGA Penalty Amount, and Settlement Administration Fees and Costs. For the avoidance of doubt, subject to the conditions set forth in this Agreement, Defendants shall not be required to pay any amount over \$4,500,000.00 for this Settlement, apart from the employer's share of applicable taxes which will be paid in addition to the Gross Settlement Amount, and as set forth in Paragraph 53. The following

table summarizes the allocation of the Gross Settlement Amount:

Gross Settlement Amount of \$4,500,000.00, Allocated As Follows:

- **\$500,000.00** for the PAGA Penalty Payment
 - **\$375,000.00** for the LWDA Payment
 - **\$125,000.00** for payments to Aggrieved Employees on a *pro rata* basis (i.e., Individual PAGA Payment)
- Class Counsel Attorneys' Fees not to exceed **\$1,575,000.00**.
- Class Counsel Costs not to exceed **\$120,000.00**
- Up to \$10,000.00 each for an Enhancement Award for Class Representatives totaling **\$40,000.00**.
- Settlement Administration Costs estimated to be \$59,990.00, and not to exceed **\$65,000.00**.
- Approximately **\$2,205,010** paid to Class Members on a *pro rata* basis (i.e., Participating Class Member Payment)

53. Settlement Escalator. The Settlement is based on the representation that there were no more than 956,264 workweeks worked by the Class Members from the period from August 10, 2017 to August 2, 2025. If that number is incorrect by more than 10% (i.e., by more than 95,662 workweeks), Defendants shall increase the Gross Settlement Amount proportionally. For example, if the number is 11% higher, the Gross Settlement Amount will be increased by 1%.

54. Apportionment of Gross Settlement Amount. The Parties agree, subject to Court approval and the conditions specified in this Agreement, that the Gross Settlement Amount shall be apportioned as follows:

a. Class Counsel Attorneys' Fees and Costs: At the final approval hearing, Class Counsel will apply to the Court for an award of Attorneys' Fees of no more than thirty-five (35%) of the Gross Settlement Amount, which, unless escalated pursuant to Paragraph 3 of this Agreement, equals \$1,575,000.00. Class Counsel will also apply to the Court for an award of actual costs incurred by Class Counsel not to exceed the amount of \$120,000.00. These fees and costs are included in, and shall come from, the Gross Settlement Amount. Class Counsel will be issued an IRS Form 1099 for any fees and costs awarded by the Court pursuant to this Paragraph 54.a. Except

1 as provided in this Paragraph 54.a, each party will bear its own attorneys' fees, costs, and expenses
2 incurred in the prosecution, defense, or settlement of the Actions. If the Court awards a lower
3 amount of Attorneys' Fees and Costs than the amount requested, any amount not awarded will be
4 part of the distribution to the Participating Class Members as set forth in this Agreement and shall
5 not be a reason to invalidate/terminate this Agreement.

6 b. Settlement Administrator Costs: At the final approval hearing, Class Counsel
7 will apply to the Court for approval of Settlement Administration costs, currently estimated at
8 \$59,990.00 and not to exceed \$65,000.00. These costs are included in, and shall come from, the
9 Gross Settlement Amount. If the actual amount of the Settlement Administration Costs is less than
10 \$65,000.00, the difference shall be added to the Net Class Settlement Amount. If the Settlement
11 Administration Costs exceed \$65,000.00, then such excess will be paid solely from the Gross
12 Settlement Amount and Defendants will not be responsible for paying any additional funds in order
13 to pay these additional costs.

14 c. Class Representative Enhancement Awards: At the final approval hearing,
15 Class Counsel will apply to the Court for awards of up to \$10,000.00 to each Class Representative
16 as an Enhancement Award for their services and for assuming the risks associated with this
17 litigation, and for the time spent in assisting Class Counsel to litigate this Action. Defendants will
18 not oppose such application. The Enhancement Awards are included in, and shall come from, the
19 Total Settlement Amount. Class Representatives will be issued an IRS Form 1099 for the
20 Enhancement Award approved by the Court pursuant to this Paragraph. The Enhancement Award
21 payable to Class Representatives shall be in addition to any payment they may receive pursuant to
22 Paragraph 54.e, below. If the Court awards less than the amount requested, any amount not awarded
23 will be part of the distribution to the Participating Class Members as set forth in this Agreement and
24 shall not be a reason to invalidate/terminate this Agreement.

25 d. PAGA Penalty Amount: At the final approval hearing, Class Counsel will
26 apply to the Court for approval of the PAGA Penalty Amount of \$500,000.00 for claims for civil
27 penalties asserted under PAGA. Class Counsel will submit notice of this Settlement to the LWDA,
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as required by Labor Code § 2699(l)(2). The Parties agree that 75% of the PAGA Amount (\$375,000.00) will be paid to the LWDA as the “**LWDA Payment**,” and the remaining 25% (\$125,000.00) will be allocated to the Aggrieved Employees as the “PAGA Payment.” The portion of the PAGA Payment allocated to each of the Aggrieved Employees will be calculated using the same formula as set forth in Paragraph 54.e, but will be limited to Pay Periods worked during the PAGA Period. Any Class Members who worked during the PAGA Period and who opt out of the Settlement will still be considered Aggrieved Employees for purposes of this Paragraph 54.dd and, therefore, will (i) receive their portion of the PAGA Payment (the Individual PAGA Payment); and (ii) release all PAGA Claims against the Released Parties.

e. Individual Settlement Payments. The Individual Settlement Payments shall consist of: (i) each Participating Class Member’s *pro rata* portion of the Net Class Settlement Amount (the “**Participating Class Member Payment**”); and (ii) if applicable, each Aggrieved Employee’s *pro rata* portion of the PAGA Payment (the Individual PAGA Payment).

i) Participating Class Member Payment: After deducting the approved amounts specified in Paragraphs 54.a-d above, each Participating Class Member will be entitled to a *pro rata* portion of the remaining amount. Participating Class Member Payments will be calculated from the Net Class Settlement Amount based on the respective number of weeks worked by each Participating Class Member in a non-exempt position during the Class Period, rounded up to the nearest whole week. All Class Members will be deemed to have worked during at least one week during the Class Period. Each Participating Class Member’s share of the Net Class Settlement Amount will be calculated by dividing the Participating Class Member’s weeks worked in a non-exempt position by the total number of weeks worked by all Class Members in a non-exempt position during the Class Period and multiplying this figure by the Net Class Settlement Amount. The Class Notice will include the number of weeks that the Class Member worked during the Class Period and the amount the Class Member is estimated to receive under the terms of the Settlement.

ii) Individual PAGA Payment: For each Aggrieved Employee, the Individual Settlement Payment will also include the Class Member’s *pro rata* share of the PAGA

Payment, as set forth in Paragraph 54.dd (the Individual PAGA Payment).

f. Participating Class Member Payments shall be distributed only to Participating Class Members. The portion of the Net Class Settlement Amount allocated to Class Members who opt out of the Settlement will be distributed to Participating Class Members on a *pro rata* basis based on the formula set forth in Paragraph 54.e. Individual PAGA Payments will be distributed to all Aggrieved Employees.

g. The Parties agree that, under no circumstances shall Defendants be obligated to pay any amount under this Agreement to any Class Member other than Participating Class Members, with the exception of the Individual PAGA Payments which are not affected by a Class Member opting-out of the Settlement. In addition, the Parties agree that, except as provided in Paragraph 53, under no circumstances shall Defendants be obligated to pay more than the Gross Settlement Amount in full settlement of the Actions.

55. No Credit Toward Benefit Plans. The Individual Settlement Payments made to Participating Class Members under this Agreement, including the Individual PAGA Payments made to Aggrieved Employees, will not be utilized to calculate any additional benefits under any benefit plans to which any Participating Class Member or Aggrieved Employees may be eligible including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts which any Participating Class Member or Aggrieved Employee may be entitled to under any benefit plans.

56. Taxation Of Settlement Proceeds. All settlement payments paid to Participating Class Members, Aggrieved Employees, and the Named Plaintiffs, will be paid in a net amount after applicable state and federal tax withholdings, including payroll taxes, have been deducted.

a. The Participating Class Member Payments shall be reported as follows: (i) 20% of the amount distributed to each Participating Class Member will be considered wages, and will be reported as such to each Participating Class Member on a W-2 Form; (ii) 80% to statutory penalties, interest on the wages, and non-wage damages, and will be reported as such to each

Participating Class Member on an IRS Form 1099. 100% of the PAGA Payments distributed to each Aggrieved Employee will be considered penalties and will be reported on an IRS Form 1099.

b. No withholdings or deductions shall be made with respect to the Enhancement Award.

c. Prior to mailing the Individual Settlement Payments, the Settlement Administrator will calculate, withhold from the Individual Settlement Payment, and remit to applicable governmental agencies sufficient amounts as may be owed by Participating Class Members for required withholdings and taxes, including all payroll taxes. The Settlement Administrator will issue appropriate tax forms to each Participating Class Member and Aggrieved Employee consistent with the foregoing breakdown. The Parties understand that the Named Plaintiffs, Participating Class Members, and Aggrieved Employees who receive an Individual Settlement Payment, including an Individual PAGA Payment, pursuant to this Agreement shall be solely responsible for any and all tax obligations associated with such receipt.

d. The Parties stipulate that the Settlement Fund (as defined at Paragraph 61) will qualify as a settlement fund pursuant to the requirements of Section 468(B)(g) of the Internal Revenue Code of 1986, as amended, and Section 1.468B-1 *et seq.* of the federal income tax regulations. Furthermore, the Settlement Administrator is designated as the “**Administrator**” of the qualified settlement funds for purposes of Section 1.468B-2(k) of the income tax regulations. Accordingly, all taxes imposed on the gross income of the Settlement Fund and any tax-related expenses arising from any income tax return or other reporting document that may be required by the Internal Revenue Service or any state or local taxing body will be paid from the Settlement Fund.

e. All Parties represent and acknowledge that nothing in this Agreement constitutes tax advice regarding the tax treatment of payments under federal, state, or local law. The Named Plaintiffs, Participating Class Members, and Aggrieved Employees will assume any such tax obligations or consequences that may arise from this Agreement and Class Members shall not seek any indemnification from the Parties or any of the Released Parties in this regard. In the event that any taxing body determines that additional taxes are due from any Class Member or Aggrieved

1 Employee, including Named Plaintiffs, such Class Member or Aggrieved Employee assumes all
2 responsibility for the payment of such taxes.

3 57. Notice Procedure. Within 14 calendar days after entry of the Preliminary Approval
4 Order, Defendants will provide to the Settlement Administrator a list of Class Members that
5 identifies each Class Member by name, Social Security Number, and last-known address; and
6 specifies the number of weeks worked by each Class Member in a non-exempt position during the
7 Class Period and the PAGA Period (the “**Class List**”). Defendants will provide the Class List in an
8 Excel file or other format reasonably acceptable to the Settlement Administrator. The Settlement
9 Administrator will keep the list confidential, except it shall be provided to Class Counsel upon
10 request with Social Security Numbers and address information redacted, and Class Counsel agrees
11 to use such information only for the purposes described in this Agreement.

12 a. Upon receipt of the Class List, the Settlement Administrator shall perform a
13 search based upon the National Change of Address Database (“NCOA”) to update and correct any
14 known or identifiable address changes. The Settlement Administrator shall exercise its best
15 judgment to determine the current mailing address for each Class Member. Within 14 calendar days
16 after receipt of the Class List from Defendants, the Settlement Administrator will send the Class
17 Notice to each Class Member via First Class U.S. Mail. Receipt of the Class Notice shall be
18 presumed as to each and every Class Member whose Class Notice is not returned to the Settlement
19 Administrator as undeliverable within 14 calendar days after mailing.

20 b. The Settlement Administrator will re-mail any notice packet returned by the
21 United States Postal Service with a forwarding address on or before the expiration of the Notice
22 Period. It shall be conclusively presumed that those Class Members whose re-mailed Class Notice
23 is not returned to the Settlement Administrator as undeliverable within 14 calendar days after re-
24 mailing, received the Class Notice. Class Members who receive a re-mailed Class Notice shall have
25 45 days from the date of the re-mailing to object, opt out, or dispute the workweeks attributed to
26 him or her.

27 c. The Settlement Administrator will use the appropriate skip tracing and
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NCOA searches to increase the likelihood of delivery of the Class Notice to Class Members, and to re-mail the notice packets returned by the Postal Service without a forwarding address upon locating new or alternate addresses after a reasonable search.

d. Class Counsel will provide to the Court, in connection with seeking final approval of the Settlement, a declaration from the Settlement Administrator confirming that the Class Notice was mailed to all Class Members as required by this Agreement, as well as any additional information Class Counsel deems appropriate to provide to the Court.

58. Dispute Procedure. The Class Notice will include a procedure by which a Class Member may dispute the number of workweeks allocated to the Class Member by submitting a written dispute sent via U.S. Mail to the Settlement Administrator postmarked no later than the expiration of the Notice Period (“**Workweek Dispute**”). To be valid, a Workweek Dispute must contain the following: (i) the Class Member’s full name and current address; (ii) the Action name and/or case number; (iii) the number of workweeks the Class Member maintains is correct; and (iv) documentary evidence sufficient to prove that Defendants’ calculation of the workweeks for the Class Member is incorrect, if any. Upon receipt of notice of a Workweek Dispute, the Settlement Administrator shall promptly serve Defendants’ counsel with a copy of the Workweek Dispute and any accompanying papers. Defendants’ counsel will inform Class Counsel of any such dispute. No Workweek Dispute shall be effective or considered for any purpose unless it is timely mailed by U.S. mail to and received by the Settlement Administrator as provided above. Defendants shall have the right to respond to the Workweek Dispute by any Class Member. The Settlement Administrator will also attempt to resolve the Workweek Dispute. To the extent the Workweek Dispute cannot be resolved amongst the Parties, the Court will make a final and binding determination of any unresolved dispute.

a. Within 14 calendar days after the close of the Notice Period, the Settlement Administrator will provide Class Counsel and Defendants’ counsel with a report listing the amount of all Individual Settlement Payments, including Individual PAGA Payments, to be made to Participating Class Members and Aggrieved Employees. The report to Class Counsel will not

1 include the names or contact information of Participating Class Members and Aggrieved
2 Employees.

3 59. Opt-Out Procedure. Unless a Class Member opts out of the settlement described in
4 this Agreement, the Class Member will be bound by the terms and conditions of this Agreement,
5 including the release of the Released Claims that arose during the Class Period. A Class Member
6 will not be entitled to opt out of the settlement established by this Agreement unless the Class
7 Member submits a valid opt-out request (“**Opt-Out Request**”). A valid Opt-Out Request must:
8 (i) contain the Class Member’s full name and current address; (ii) the Action name and/or case
9 number; (iii) a statement clearly expressing the Class Member’s desire to be excluded from (or opt
10 out of) the Settlement; and (iv) be returned so that it is postmarked on or before the expiration of
11 the Notice Period. Alternatively, a Class Member may fill out the Opt-Out Request Form attached
12 to the Class Notice and return it so that it is postmarked on or before the expiration of the Notice
13 Period. Any Class Members who worked during the PAGA Period and who opt out of the
14 Settlement will still be considered Aggrieved Employees for purposes of this Agreement.

15 a. Upon receipt of any Opt-Out Request within the Notice Period, the
16 Settlement Administrator shall review the Opt-Out Request to confirm that it complies with the opt-
17 out requirements of this Agreement.

18 b. Any Class Member who fails to submit a timely, complete, and valid Opt-
19 Out Request will be barred from opting out of this Agreement or the settlement, unless otherwise
20 ordered by the Court. If the Settlement Administrator receives a timely Opt-Out Request that is
21 incomplete, it will make reasonable attempts to contact the class member to cure the defect. The
22 Settlement Administrator will not consider any Opt-Out Request postmarked after the end of the
23 Notice Period, but will report its receipt of any such requests to Class Counsel and counsel for
24 Defendants. It shall be presumed that if an Opt-Out Request is not postmarked on or before the end
25 of the Notice Period, the Class Member did not make the request in a timely manner. Absent good
26 cause found by the Court, a declaration submitted by any Class Member attesting to the mailing of
27 an Opt-Out Request on or before the expiration of the Notice Period shall be insufficient to overcome
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the conclusive presumption that the Opt-Out Request was untimely. Under no circumstances shall the Settlement Administrator have the authority to extend the deadline for Class Members to submit a request to opt out of the settlement without the Parties' joint written consent.

c. At the close of the Notice Period, the Settlement Administrator shall report the names of all individuals who opted out of the Agreement to the parties and include this information in a Declaration regarding the distribution of the notice that will be provided in support of Plaintiffs' Motion for Final Approval.

d. If 10% or more Class Members timely opt out of the settlement, Defendants will have the sole and absolute discretion to withdraw from this Agreement within fourteen (14) calendar days after Defendants receive notice of the number of opt outs. Defendants will provide written notice to Class Counsel if they intend to withdraw from this Agreement. In the event that Defendants elect to so withdraw, the withdrawal shall have the same effect as a termination of this Agreement for failure to satisfy a condition of settlement, and the Agreement shall become null and void and have no further force or effect, and the class certified pursuant to this Agreement will be decertified for all purposes. If Defendants choose to terminate this Settlement Agreement under this provision, it shall be responsible to pay the Settlement Administrator's fees and costs. If the Settlement Agreement is terminated for any other reason, including the Court's failure to grant final approval of the Parties' settlement, then Class Counsel and Defendants will be jointly responsible for the Settlement Administrator's fees and costs.

60. Objections To Settlement. Any Class Member may object to the Settlement. Any written objection must be mailed to the Settlement Administrator (who shall promptly provide a copy to Class Counsel and counsel for Defendants) by the close of the Notice Period. Class Counsel will ensure that any written objections get filed with the Court concurrently with the final approval documents by having it attached to the Settlement Administrator's Declaration. Class Members who have not objected in writing may still appear and be heard at the Settlement Hearing and may still make an objection in court.

a. Written objections to the Settlement must contain at least the following:

(i) the objecting Class Member's full name and current address; (ii) a clear reference to the Actions by name and/or case number; and (iii) a statement of the specific reasons why the objector believes the Settlement is unfair or objects to the Settlement. Alternatively, a Class Member may fill out the Notice of Objection to Class and PAGA Action Settlement Form attached to the Class Notice. In addition, though not required, the Parties ask that any objecting Class Member also include a statement of whether the objector intends to appear at the final approval hearing, either in person or through counsel and, if through counsel, a statement identifying that counsel by name, bar number, address, and telephone number. In addition, Class Members may appear at the final approval hearing to state their objection even if they do not submit a written objection during the Notice Period.

b. Class Counsel or Defendants' counsel may, up to five (5) court days before the Final Hearing Date, file responses to any written objections submitted to the Court.

c. Unless they opt out of the Settlement as specified in Paragraph 59, Class Members who object to the proposed settlement or the Agreement will remain Participating Class Members, and shall be deemed to have voluntarily waived their right to pursue an independent remedy against Defendants and the other Released Parties. To the extent any Participating Class Member objects to the proposed settlement or Agreement and such objection is overruled in whole or in part, such individuals will be bound by the Court's Final Approval Order.

d. In the event that any person objects to or opposes this proposed settlement or the Agreement, or attempts to intervene in or otherwise enter the Actions, the Parties and Class Counsel will use their best efforts to defend the Settlement.

e. A Class Member cannot both opt out and object to the Settlement. If a Class Member both objects and opts out of the Settlement, the opt-out will control and the objection will be deemed invalid.

61. Motion for Final Approval.

a. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court a motion for final approval that includes a request for approval of the PAGA settlement under Labor Code section 2699, subdivision (l), and a proposed Final Approval

1 Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiffs shall provide
2 drafts of these documents to Defense Counsel not later than 5 business days before filing the Motion
3 for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in
4 person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for
5 Final Approval.

6 b. If the Court does not grant Final Approval or conditions Final Approval on
7 any material change to the Settlement (including, but not limited to, the scope of release to be
8 granted by Class Members), the Parties will expeditiously work together in good faith to address the
9 Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s
10 decision to award less than the amounts requested for the Named Plaintiffs Enhancement Award,
11 Class Counsels’ Attorneys’ Fees and Costs Payment, or Settlement Administration Costs shall not
12 constitute a material modification to the Agreement within the meaning of this paragraph.

13 c. Provided the Judgment is consistent with the terms and conditions of this
14 Agreement, specifically including the Class Counsels’ Attorneys Fees and Costs Payment and Class
15 Counsel Litigation Expenses Payment, the Parties, their respective counsel and all Participating
16 Class Members who did not object to the Settlement, waive all rights to appeal from the Judgment,
17 including all rights to post-judgment and appellate proceedings, the right to file motions to vacate
18 judgment, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not
19 include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the
20 Judgment, the Parties’ obligations to perform under this Agreement will be suspended until such
21 time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do
22 not affect the Net Settlement Amount.

23 62. Funding And Distribution Of Settlement.

24 a. Within ten (10) calendar days of the close of the Notice Period, the Settlement
25 Administrator will provide a draft declaration to Class Counsel and Defendants’ counsel setting
26 forth the number of Participating Class Members and Aggrieved Employees; the identity of those
27 individuals who opted out of the Settlement; the total amount payable to all Participating Class
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Members and Aggrieved Employees; and the total PAGA Amount, Attorneys' Fees and Costs, Enhancement Award, General Release Payment, Settlement Administration Costs, Net Class Settlement Amount, and the appropriate applicable employer's taxes for any portion of the Individual Settlement Payments designated as wages.

b. On the later of fifteen (15) calendar days of the Settlement Administrator providing all the information necessary for Defendants to remit payment or fifteen (15) calendar days after the Effective Date, Defendants shall remit to the Settlement Administrator: (i) the Gross Settlement Amount of \$4,500,000.00 and (ii) the employer's taxes for any portion of the Individual Settlement Payments designated as wages (the collectively, "**Settlement Fund**"). The delivery by Defendants of the Settlement Fund to the Settlement Administrator will constitute the full and complete discharge of the entire obligation of Defendants under this Agreement, unless anything further is requested by the Settlement Administrator to ensure timely and proper disbursement. No Released Party will have any further obligation or liability to the Named Plaintiffs, Participating Class Members, Aggrieved Employees, or Class Counsel under this Agreement, in connection with the claims released herein, regardless of whether the Named Plaintiffs, Participating Class Members, Aggrieved Employees, or Class Counsel receive the payments from the Settlement Administrator set forth in this Agreement.

c. The distribution of Individual Settlement Payments to Participating Class Members and Aggrieved Employees will occur no later than ten (10) calendar days after receipt of the Settlement Fund from Defendants ("**Settlement Proceeds Distribution Deadline**"). The Settlement Administrator shall be deemed to have timely distributed Individual Settlement Payments, including Individual PAGA Payments, if it places in the mail the Individual Settlement Payments for all Participating Class Members and the Individual PAGA Payments for all Aggrieved Employees by the Settlement Proceeds Distribution Deadline. No person will have any claim against the Settlement Administrator, Defendants, Class Counsel, Defendants' counsel, or any other agent designated by the Named Plaintiffs or Class Counsel based upon the distribution of Individual Settlement Payments made substantially in accordance with this Agreement or further orders of the

1 Court.

2 d. The distribution of the LWDA Payment, Attorneys' Fees and Costs, the
3 Enhancement Award, and the General Release Payment shall occur no later than ten (10) calendar
4 days after the Settlement Administrator receives the Settlement Fund from Defendants.

5 e. If a Participating Class Member's or Aggrieved Employee's check is returned
6 to the Settlement Administrator, the Settlement Administrator will make reasonable efforts to re-
7 mail it to the Participating Class Member or Aggrieved Employee at the correct address. It is
8 expressly understood and agreed that the checks for the Individual Settlement Payments, including
9 the Individual PAGA Payments, will become void and no longer available if not cashed within 180
10 calendar days after mailing. The funds from uncashed and voided checks will be transferred to the
11 State of California's Unclaimed Property Fund in the name of the Participating Class
12 Member/Aggrieved Employee.

13 f. Defendants will not be obligated to make any payments contemplated by this
14 Agreement unless and until the Court enters the Final Order and Judgment, and after the Effective
15 Date of the Agreement.

16 g. Within sixty (60) calendar days of the Settlement Proceeds Distribution
17 Deadline, the Settlement Administrator will provide written certification of completion of settlement
18 administration to Class Counsel and to Defendants' Counsel.

19 63. Binding Effect Of Agreement On Class Members. Subject to final Court approval
20 and the occurrence of the Effective Date, and unless otherwise provided in this Agreement, all
21 Participating Class Members will be bound by this Agreement.

22 64. Binding Effect Of Agreement On Aggrieved Employees and State of California. The
23 Aggrieved Employees and the State of California, to the extent permitted by law, shall be deemed
24 by operation of the Final Order and Judgment to have agreed not to sue or otherwise make a claim
25 against Defendants or any of the Released Parties for any of the PAGA Claims and to be bound by
26 the release of the PAGA Released Claims during the PAGA Period as set forth in this Agreement.

27 65. Provisional Approval Of Settlement. Named Plaintiffs will file a motion in the
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1 Actions requesting that the Court enter the Preliminary Approval Order shortly after complete
2 execution of this Agreement. Defendants will not oppose Class Counsel's motion for preliminary
3 approval of the settlement so long as the motion and supporting papers are consistent with the terms
4 of this Agreement. Class Counsel will provide Defendants' counsel at least 3 business days to
5 review, and provide comments to, (1) the draft motion for preliminary approval of the settlement,
6 (2) a draft proposed order granting preliminary approval; and (3) a draft proposed Class Notice
7 before the motion and supporting papers are filed with the Court. Notwithstanding the foregoing,
8 Defendants may, without opposing the preliminary approval motion, advise the Court if Defendants
9 dispute any of the factual statements concerning the claims at issue included by the Named Plaintiffs
10 in the motion and supporting papers. Defendants' counsel will meet and confer with Class Counsel
11 regarding any disputed factual statements before notifying the Court of any disputes.

12 66. Non-Interference With Claims Procedure. The Parties and their counsel agree that
13 they will not advise, solicit, or otherwise encourage any Class Members to submit requests for
14 exclusion or objections to the settlement or to appeal from the Final Order or Final Judgment.
15 Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with
16 Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

17 67. Final Order and Judgment. The Named Plaintiffs will request that the Court enter,
18 after the Settlement Hearing finally approving this Agreement, a Final Order and Judgment. Named
19 Plaintiffs will request that the Final Order and Judgment certify the Participating Class; find that
20 this Agreement is fair, just, equitable, reasonable, adequate and in the best interests of the Class and
21 the Aggrieved Employees; list the employees (if any) who opted-out of the settlement; order that
22 the Participating Class Members release the Released Parties from the Released Claims; order that
23 the Aggrieved Employees and the State of California release the Released Parties from the PAGA
24 Claims as set forth in this Agreement (to the extent permitted by law); and require the Parties to
25 carry out the provisions of this Agreement.

26 68. Automatic Voiding Of Agreement If Settlement Not Finalized. If for any reason the
27 settlement set forth in this Agreement does not become final, the settlement will be null and void
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1 and the orders, judgment, and dismissal to be entered pursuant to this Agreement shall be vacated,
2 and the Parties will be returned to the status quo prior to entering this Agreement with respect to the
3 Actions, as if the Parties had never entered into this Agreement, and the class certified pursuant to
4 this Agreement will be decertified for all purposes. In addition, in such event, the Agreement and
5 all negotiations, court orders, and proceedings relating to this Agreement shall be without prejudice
6 to the rights of any and all parties to this Agreement, and evidence relating to the Agreement and all
7 negotiations shall not be admissible or discoverable in the Actions or otherwise.

8 69. No Double Recovery. No Class Member who has already released, assigned, or
9 otherwise forfeited the claims asserted in the Action will be considered a Class Member or be
10 entitled to recover under this Agreement. Such persons will be excluded from the Class List.

11 70. No Publicity. The Named Plaintiffs and Class Counsel agree that they shall not
12 publicize the filing of the Actions, the Parties' settlement, this Agreement and its terms, or the
13 negotiations leading to this Agreement with anyone other than the Court, Class Members, or those
14 individuals necessary to effectuate the terms of the Agreement. The prohibition set forth in this
15 Paragraph 70 includes, but is not limited to: (i) publication by Named Plaintiffs or Class Counsel
16 on any website (including, without limitation, publishing on any Twitter account, Facebook, other
17 social media, or blog, or business website) of the amount or terms of the settlement, with or without
18 identifying information; and/or (ii) the submission of information to Verdicts & Settlements, Jury
19 Verdicts, or any other publication that summarizes the results of jury verdicts and settlements.

20 a. Notwithstanding the foregoing, Class Counsel may respond to questions
21 received from and discuss any aspect of this Agreement with the Class Members or their legal
22 representatives, the Settlement Administrator, the Court, and representatives of the California Labor
23 and Workforce Development Agency.

24 b. Notwithstanding the forgoing, nothing in this Paragraph shall prohibit the
25 filing of information with the Court or the LWDA relating to the Settlement that is necessary to
26 effectuate this Agreement, or the online posting of documents relating to the Actions by the
27 Settlement Administrator as permitted by this Agreement, including the Judgment entered by the
28

1 Court.

2 c. The Named Plaintiffs and Class Counsel agree that all data and information
3 informally produced by Defendants in connection with the settlement of these Actions will be
4 maintained in confidence, and will not be shared with any other persons or entities.

5 71. Invalidation Of Agreement For Failure To Satisfy Conditions. If the Court makes
6 material changes to the material terms or conditions of Paragraphs 1 through 70 of this Agreement
7 that are not agreed to by the Parties, either Party shall have the right to terminate this Agreement, in
8 which case Defendants would not be obligated to make any payments to any Class Member, to Class
9 Counsel, or to the Named Plaintiffs. The Parties shall meet and confer in good faith and involve
10 mediator Deborah Saxe as necessary before exercising such right.

11 72. Modification In Writing. This Agreement may be altered, amended, modified or
12 waived, in whole or in part, only in a writing signed by all signatories to this Agreement and
13 approved by the Court. This Agreement may not be amended, altered, modified or waived, in whole
14 or in part, orally.

15 73. Ongoing Cooperation. The Named Plaintiffs and Defendants will execute all
16 documents and perform all acts necessary and proper to effectuate the terms of this Agreement. In
17 the event the Parties are unable to reach an agreement on the form or content of any document
18 needed to implement the Settlement, or any supplemental provisions that may become necessary to
19 effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Mediator
20 (Deborah Saxe) and, if still unable to resolve their dispute, the Court.

21 74. Notices. All notices, requests, demands, and other communications required or
22 permitted to be given pursuant to this Agreement shall be in writing, and shall be delivered
23 personally or by first class mail to the Settlement Administrator approved by the Court and the
24 undersigned persons at their respective addresses as set forth below:

25 **CLASS COUNSEL**

26 Arby Aiwazian
27 Vartan Madoyan
28 Stephanie Roseman
LAWYERS for JUSTICE, PC
450 North Brand Boulevard, Suite 900

Glendale, California 91203
Tel.: (818) 265-1020

James R. Hawkins, Esq.
Gregory Mauro, Esq.
Michael Calvo, Esq.
Ava-Issary, Esq.

JAMES HAWKINS APLC
9880 Research Drive Suite 200
Irvine CA 92618
Tel.: (949) 387-7200

COUNSEL FOR DEFENDANTS

Andrew J. Weissler (SBN 343145)
HUSCH BLACKWELL LLP
300 South Grand, Suite 1500
Los Angeles, CA 90012
Tel.: (314) 480-1926

75. Binding on Successors. This Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors, assigns, executors, administrators, heirs and legal representatives.

76. Entire Agreement. This Agreement constitutes the full, complete, and entire understanding, agreement, and arrangement between the Named Plaintiffs, the Class Members, and the Aggrieved Employees, on the one hand, and Defendants, on the other hand, with respect to the settlement of the Actions. This Agreement supersedes any and all prior oral or written understandings, agreements, and arrangements between the Parties with respect to the settlement of the Actions. Except for those set forth expressly in this Agreement, there are no other agreements, covenants, promises, representations or arrangements between the Parties with respect to the settlement of the Actions, the PAGA Claims, and the Released Claims against Defendants and its Released Parties. The Parties explicitly recognize California Civil Code section 1625 and California Code of Civil Procedure section 1856(a), which provide that a written agreement is to be construed according to its terms, and may not be varied or contradicted by extrinsic evidence, and agree that no such extrinsic oral or written representations or terms shall modify, vary, or contradict the terms of this Agreement.

77. Execution In Counterparts. This Agreement may be signed in one or more counterparts. All executed copies of this Settlement Agreement, and photocopies of the Agreement (including DocuSign, facsimile and e-mail copies of the signature pages), shall have the same force and effect and shall be as legally binding and enforceable as the original.

78. Captions. The captions, section numbers, and paragraph numbers in this Agreement are inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or intent of the provisions of this Agreement.

79. Governing Law. This Agreement shall be interpreted, construed, enforced, and administered in accordance with the laws of the State of California, without regard to conflict of law rules.

80. Reservation Of Jurisdiction. Notwithstanding the dismissal of the Actions and entry of the Final Order and Judgment, the Court shall retain jurisdiction for purposes of interpreting and enforcing the terms of this Agreement pursuant to California Code of Civil Procedure section 664.6 and California Rules of Court, Rule 3.769(h).

81. Mutual Preparation. The Parties have had the full opportunity to negotiate the terms and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly against one Party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed to the preparation of this Agreement.

82. Representation and Warranties. Class Counsel and the Named Plaintiffs represent and warrant to Defendants that they are not aware of any attorneys beyond those named as Class Counsel who have claims for fees arising out of the Actions or the Settlement contemplated by this Agreement.

83. Authorization to Act. Each Party to this Agreement covenants and warrants that (a) such Party has full power and authority to enter into and consummate all transactions contemplated by this Agreement and have duly authorized the execution, delivery, and performance of this Agreement; and (b) the person executing this Agreement for such Party has the full right, power,

1 and authority to enter into this Agreement on behalf of such Party, and the full right, power, and
2 authority to execute any and all necessary instruments in connection with the Settlement, and to
3 fully bind such Party to the terms and obligations of this Agreement.

4 84. Representation By Counsel. The Parties acknowledge that each of them has been
5 represented by their respective counsel throughout all negotiations that preceded the execution of
6 this Agreement, and that this Agreement has been executed with the consent and advice of their
7 respective counsel. Further, the Named Plaintiffs and Class Counsel warrant and represent that there
8 are no liens on the Settlement Agreement, and that after entry by the Court of the Final Order and
9 Judgment, the Settlement Administrator may distribute funds to Participating Class Members,
10 Aggrieved Employees, Class Counsel, the LWDA, the Settlement Administrator, and the Named
11 Plaintiffs as provided by this Agreement.

12 85. Representation By The Named Plaintiffs. The Named Plaintiffs agree not to request
13 to be excluded from the Class and not to object to any terms of this Agreement. Any such request
14 by the Named Plaintiffs for exclusion or objection shall be void and of no force or effect.

15 86. Additional Attorneys' Fees and Costs. No Participating Class Member, Aggrieved
16 Employee, or Class Counsel, or any other attorney acting for any Participating Class Member or
17 Aggrieved Employee may recover or seek to recover any amounts for fees, costs, or disbursements
18 arising from the Actions or the Gross Settlement Amount from the Released Parties except as
19 expressly provided for in this Agreement.

20 87. No Reliance on Representations. The Parties have made such investigations of the
21 facts and the law pertaining to the matters described in this Agreement as they deem necessary, and
22 have not relied, and do not rely, on any statement, promise, or representation of fact or law, made
23 by any other Party, or any of their agents, employees, attorneys, or representatives, with regard to
24 any of their rights or asserted rights, or with regard to the advisability of making and executing this
25 Agreement, or with respect to any such matters. No representations, warranties, or inducements
26 have been made to any Party concerning this Agreement.

27 88. No Collateral Attack. This Agreement will not be subject to collateral attack by any
28

1 Class Member or any recipient of the Class Notice after the Final Order and Dismissal. Such
2 prohibited collateral attacks shall include but not be limited to claims that the Class Member failed
3 for any reason to receive timely notice of the procedure for disputing the calculation of their
4 Individual Settlement Payment, or for opting out of the Settlement.

5 IT IS SO AGREED:

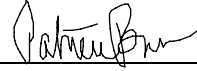
6
7 PLAINTIFF DAVID REESE

8 Dated: 06/13/2026

By:  Electronically Signed - 2026-06-13 15:26:29 UTC - 107.115.224.123
Nintex AssureSign® bbb74ca-0966-43d6-8385-9467014dc382
David Reese
Named Plaintiff

10
11 PLAINTIFF PATRICIA BROWN

12 Dated: 06/15/2026

By:  Electronically Signed - 2026-06-15 17:20:17 UTC - 172.58.213.13
Nintex AssureSign® ebb46367-4b44-4da0-8685-9467014dc382
Patricia Brown
Named Plaintiff

13
14
15 PLAINTIFF VICTOR DIAZ

16 Dated: _____

By: _____
Victor Diaz
Named Plaintiff

17
18
19 PLAINTIFF ISAAC KHARAUD

20 Dated: 06/12/2026

By:  Electronically Signed - 2026-06-13 01:05:29 UTC - 172.56.240.116
Nintex AssureSign® 03071784-26a3-4113-8595-9467014dc382
Isaac Kharaud
Named Plaintiff

21
22
23 Dated: 6/23/2026

DEFENDANTS TRANSDEV SERVICES,
INC. and TRANSDEV NORTH AMERICA,
INC.,

24
25
26
27
28
By:  Signed by: F0A793E15841465
Title: General Counsel

1 APPROVED AS TO FORM ONLY:

2 Dated: June 15, 2026

LAWYERS *for* JUSTICE, PC

3
4 By: _____

5 Vartan Madoyan
6 Stephanie Roseman
7 *Attorneys for* Plaintiffs David Reese, Isaac
Kharaud, and Patricia Brown

8 Dated: June __, 2026

JAMES HAWKINS APLC

9
10 By: _____

11 James Hawkins
12 Gregory Mauro
13 *Attorneys for* Plaintiff Victor Diaz

14 Dated: June 17, 2026

HUSCH BLACKWELL LLP

15 By: _____

16 Andrew J. Weissler
17 *Attorney for* Defendants Transdev Services, Inc.

Class Member or any recipient of the Class Notice after the Final Order and Dismissal. Such prohibited collateral attacks shall include but not be limited to claims that the Class Member failed for any reason to receive timely notice of the procedure for disputing the calculation of their Individual Settlement Payment, or for opting out of the Settlement.

IT IS SO AGREED:

PLAINTIFF DAVID REESE

Dated: _____

By: _____

David Reese
Named Plaintiff

PLAINTIFF PATRICIA BROWN

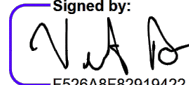
Dated: _____

By: _____

Patricia Brown
Named Plaintiff

PLAINTIFF VICTOR DIAZ

Dated: 6/12/2026

Signed by:
By:  _____
F526A8F82040422...

Victor Diaz
Named Plaintiff

PLAINTIFF ISAAC KHARAUD

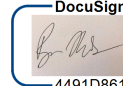
Dated: _____

By: _____

Isaac Kharaud
Named Plaintiff

Dated: 6/24/2026

DEFENDANTS TRANSDEV SERVICES,
INC. and TRANSDEV NORTH AMERICA,
INC.,

DocuSigned by:
By:  _____
4491D861B2A54BA...

Title: CFO

1 APPROVED AS TO FORM ONLY:

2 Dated: June __, 2026

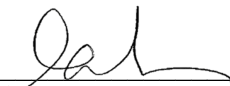
LAWYERS *for* JUSTICE, PC

3
4 By: _____

5 Vartan Madoyan
6 Stephanie Roseman
7 *Attorneys for* Plaintiffs David Reese, Isaac
Kharaud, and Patricia Brown

8 Dated: June 12, 2026

JAMES HAWKINS APLC

9
10 By:  _____

11 James Hawkins
12 Gregory Mauro
13 *Attorneys for* Plaintiff Victor Diaz

14 Dated: June __, 2026

HUSCH BLACKWELL LLP

15 By: _____

16 Andrew J. Weissler
17 *Attorney for* Defendants Transdev Services, Inc.
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