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8 [ADDITIONAL PARTIES ON NEXT PAGE]

9
10 **SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO**
11 **CENTRAL DIVISION**

12 SUNGMIN KIM, an individual,
13
14 Plaintiff,

15 v.

16 VEYO, LLC, an Arizona Limited Liability
Company, and DOES 1 through 20, inclusive,
17
18 Defendants.

19
20 CLAUDE WOODS and TAIWO OYELEYE,
on behalf of themselves and all others similarly
aggrieved,

21
22 Plaintiffs,

23 v.

24 VEYO, LLC, an Arizona limited liability
25 Company, MICHAEL COLEMAN, an
individual; and DOES 1-50, inclusive,

26
27 Defendants.
28

Case No. 37-2020-00033184-CU-OE-CTL
Related Case No.: 37-2021-00027881-CU-OE-CTL

**JOINT STIPULATION OF CLASS ACTION
AND PAGA SETTLEMENT AND RELEASE**

Judge: Hon. Ronald F. Frazier
Dept.: C-65

Complaint Filed: September 21, 2020
Trial Date: Not Set

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1 **JOINT STIPULATION OF CLASS AND PAGA ACTION**

2 **SETTLEMENT AND RELEASE**

3 This Joint Stipulation of Class and PAGA Action Settlement and Release (“Settlement
4 Agreement” or “Settlement”) is made and entered into by and between SUNGMIN KIM, CLAUDE
5 WOODS, and TAIWO OYELEYE, (collectively the “Plaintiffs”), as individuals and on behalf of all
6 others similarly situated, and VEYO, LLC (“Veyo”) and MICHAEL COLEMAN (referred to
7 collectively as “Defendants”) (Plaintiffs and Defendants together shall be referred to as the “Parties”).
8 In consideration of the promises and mutual covenants and agreements herein contained, the Parties
9 hereby covenant and agree as follows:

10 **RECITALS**

11 1. On September 21, 2020, Plaintiff Sungmin Kim filed a complaint pursuant to the
12 California Labor Code Private Attorneys General Act (PAGA) in the California Superior Court for
13 the County of San Diego, entitled *Kim v. Veyo, LLC*, Case No. 37-2020-00033184-CU-OE-CTL (the
14 “*Kim Action*”) seeking civil penalties pursuant to PAGA for violations of California Labor Code
15 sections 204, 210, 225.5, 226, 226.3, 226.7, 510, 512, 558, 1197, 1197.1, and 2802). On June 29,
16 2021, Plaintiffs Claude Woods and Taiwo Oyeleye filed a related action also pursuant to the PAGA
17 entitled *Woods, et al. v. Veyo, LLC, et al.*, Case No. 37-2021-00027881-CU-OE-CTL (the “*Woods*
18 *Action*”), seeking civil penalties pursuant to PAGA for violations of California Labor Code sections
19 226.8, 246, 247, 247.5, 248.5, 558, 1174, 1174.5, 1197.1, 1198, 1199, 2810.5. Both the *Kim Action*
20 and *Woods Action* (collectively the “*Actions*”) are currently pending before the Honorable Robert
21 F. Frazier in Department 65 of the San Diego Superior Court.

22 2. Defendants deny all material allegations set forth in the Operative Complaint and
23 each of the Actions and have asserted numerous affirmative defenses.

24 3. The Parties have investigated the facts and analyzed the relevant legal issues with
25 regard to the claims and defenses in the Actions. Plaintiffs’ Counsel’s investigation included, *inter*
26 *alia*, the exchange of information pursuant to informal discovery methods, including:
27 comprehensive review of timekeeping and payroll records of a 25% sampling of Veyo’s data; the
28 number of weeks/Status Weeks during which the putative class and allegedly aggrieved drivers

1 served during the period of January 6, 2019 to October 1, 2022; and a review of Veyo's corporate
2 policies, practices, and operations. Based on their respective investigation and analysis, Plaintiffs
3 believe the Actions have merit, while Defendants believe the Actions have no merit.

4 4. On November 30, 2022, the Parties participated in mediation before retired Judge Jan
5 M. Adler (the "Mediator"). The settlement discussions were conducted at arms'-length, and the
6 Settlement is the result of an informed and detailed analysis of Defendants' potential exposure in
7 relation to the costs and risks associated with continued litigation. While the Parties could not
8 initially resolve the Actions during the full-day mediation, the Parties reached a global agreement to
9 settle both Actions on December 6, 2022, with the Mediator's assistance.

10 5. Based on documents and data produced, as well as Plaintiffs' Counsel's own
11 independent investigation and evaluation, and the Mediator's efforts, Plaintiffs' Counsel believe that
12 the Settlement with Defendants for the consideration and on the terms set forth in this Settlement
13 Agreement is fair, reasonable, and adequate, and is in the best interest of the putative class in light
14 of all known facts and circumstances, including the risk of significant delay and uncertainty
15 associated with litigation and various defenses asserted by Defendants.

16 6. As a part of this Settlement, Plaintiffs have agreed to resolve all asserted PAGA claims
17 in the two Actions, as well as all potential claims that can be alleged on a class-wide basis based on a
18 common nucleus of facts. The Parties agree Plaintiff Kim shall file a Second Amended Complaint to
19 fully effectuate a global class-wide settlement and to consolidate all allegations across both Actions
20 by adding: (1) the parties in the *Woods* Action – Plaintiffs Woods and Oyeleye as named plaintiffs and
21 putative class representatives, and Defendant Michael Coleman; (2) all class action claims that can be
22 alleged on behalf of a putative class based on the Labor Code violations asserted in both the Actions;
23 and (3) all PAGA allegations uniquely alleged in the *Woods* Action. The Second Amended Complaint
24 in the *Kim* Action will be the "Operative Complaint" for purposes of the Settlement and Defendants'
25 Answers in the respective Actions shall also serve as their Answer to the Operative Complaint. The
26 Parties also agree the *Woods* Action shall remain stayed throughout the approval process of this
27 Settlement, and shall be dismissed with prejudice upon entry of a Final Approval Order and Judgment
28 in the *Kim* Action.

7. In the interest of avoiding further litigation, the Parties agree to fully, finally, and forever settle and dispose of all claims by Plaintiffs and the putative class which are alleged or could have been alleged in the Operative Complaint based on a common nucleus of facts. This Settlement Agreement is made and entered into by and between Plaintiffs, individually and on behalf of all others similarly situated, and Defendants, and is subject to the terms and conditions hereof, and to the Court's approval. The Parties expressly acknowledge that this Settlement Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendants. If for any reason this Settlement Agreement is not approved by the Court, it will be of no force or effect, and the Parties shall be returned to their original respective positions as if the Settlement had never been agreed upon.

DEFINITIONS

8. The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

9. "Actions" mean the lawsuits titled *Kim v. Veyo, LLC*, filed on September 21, 2020, in San Diego County Superior Court (Case No. 37-2020-00033184-CU-OE-CTL) and *Woods, et al. v. Veyo LLC, et al*, filed on June 29, 2021, in San Diego Superior Court (Case No. 37-2021-00027881-CU-OE-CTL).

10. "Plaintiffs" mean Sungmin Kim, Claude Woods, and Taiywo Oyeleye who may also be referred to herein as Class Representatives.

11. "PAGA Members" means all Independent Driver-Providers ("IDPs") who worked for Veyo, LLC in California at any time during the period of July 16, 2019 up to the latter of December 1, 2023 or the Court's entry of an order granting preliminary approval of this Settlement.

12. "PAGA Period" means the period from July 16, 2019, through the latter of December 1, 2023 or the Court's entry of an order granting preliminary approval of this Settlement.

13. "Class Counsel" means Parris Law Firm, Employees First Labor Law, P.C., and Crosner Legal, PC, which will seek to be appointed counsel for the Settlement Class.

14. "Attorneys' Fees and Costs" means such award of attorneys' fees as may be approved by the Court for Class Counsel's litigation and resolution of these Actions, and all costs incurred

1 and to be incurred by Class Counsel in the Actions, including, but not limited to, costs associated
2 with documenting the Settlement, securing the Court's approval of the Settlement, administering the
3 Settlement, and obtaining entry of a Final Approval Order and Judgment terminating the Actions.

4 15. "Class List" means a complete list of all putative Class Members that Defendants will
5 diligently and in good faith compile from their records and provide to the Settlement Administrator
6 within five (5) calendar days after the Court's entry of Preliminary Approval of this Settlement. The
7 Class List will be formatted in a readable Microsoft Office Excel worksheet and will include, to the
8 extent information is available to Defendants, each putative Class Member's full name; last known
9 mailing address; email address; phone number; Social Security Number; and the start dates of each
10 calendar week in which they served as an IDP within Veyo's transportation network.

11 16. "Class Member(s)" or "Settlement Class" means all IDPs who drove for Veyo, LLC
12 in California at any time during the period of January 6, 2019 to the latter of December 1, 2023 or
13 the Court's entry of an order granting preliminary approval of this Settlement. Defendants have
14 identified from Veyo's available records that there were 1,508 Class Members as of September 30,
15 2022.

16 17. "Class Period" means the period from January 6, 2019 through the latter of December
17 1, 2023 or the Court's entry of an order granting preliminary approval of this Settlement.

18 18. "Class Representative Enhancement Payment" means the amount to be paid to
19 Plaintiffs in recognition of their effort and work in prosecuting the Actions on behalf of the Class
20 Members and negotiating the Settlement and in exchange for a general release of claims as set forth
21 below, to be paid out of the Maximum Base Settlement Amount and subject to Court approval.

22 19. "Defendants" mean Veyo, LLC and Michael Coleman.

23 20. "Effective Date" means the date on which the last of the following events has occurred
24 if no Notices of Objection are received by the Settlement Administrator by the Response Deadline:
25 (1) the Settlement Agreement has been executed by all Parties, Class Counsel, and each of Defendants'
26 counsel; (2) the Court has given Preliminary Approval to the Settlement; (3) the Court has held a final
27 settlement approval hearing and has entered the Final Approval Order and Judgment, approving the
28 Settlement. However, in the event that any Notices of Objection are received by the Settlement

1 Administrator prior to the final settlement approval hearing, which are not later withdrawn prior to
2 final approval, the Effective Date shall be the day after the later of: (a) the date of final affirmance on
3 any appeal, motion for reconsideration or disposition of any other effort to obtain review of the Final
4 Approval Order and Judgment; the expiration of the time for a petition to review the Final Approval
5 Order and Judgment; and, if review is granted, the date of final affirmance of the Final Approval Order
6 and Judgment following review; or (b) the date of final dismissal of any appeal from the Final
7 Approval Order and Judgment or the final dismissal of any proceeding to review the Final Approval
8 Order and Judgment; or (c) if no appeal, motion for reconsideration, or other effort to obtain review is
9 filed or made, the day after the deadline for filing any Notice of Appeal from the Final Approval Order
10 and Judgment.

11 21. “Final Approval Order and Judgment” means the order signed and entered by the
12 Court granting final approval of the Settlement Agreement and entering judgment thereon on
13 substantially the same terms as provided here or as may be modified by subsequent written
14 agreement of the Parties and approved by the Court.

15 22. “Individual Settlement Payment” means each Participating Class Member’s share of
16 the Net Settlement Amount, to be distributed to the Participating Class Members.

17 23. “LWDA Payment” means One Hundred Thousand Dollars and Zero Cents
18 \$100,000.00 of the Maximum Settlement Amount which the Parties have agreed will be allocated
19 to resolve Plaintiff’s claim for civil penalties for alleged Labor Code violations under PAGA,
20 seventy-five percent (75%) of which will be paid to the California Labor and Workforce
21 Development Agency (“LWDA”) in satisfaction of the claim for civil penalties pursuant to PAGA,
22 and which is included in the Released Claims. The remaining twenty-five percent (25%) will be
23 distributed to the PAGA Members, as set forth in Paragraph 47.

24 24. “Maximum Base Settlement Amount” means the amount of One Million, Seven
25 Hundred and Fifty Thousand Dollars and Zero Cents (\$1,750,000.00) to be paid by Veyo in
26 exchange for the release of and in full satisfaction of all claims arising from the Actions from the
27 start of the PAGA and Class Period through October 1, 2022, on a class-wide basis, which includes
28 the Attorneys’ Fees and Costs, the Class Representative Enhancement Payments, the LWDA

1 Payment, lawful withholdings for the portion of the Settlement allocated to extinguish wage claims,
2 and Settlement Administration Costs. In no event will Defendants be liable for more than the
3 Maximum Base Settlement Amount, except to the extent the Escalator Clause, described in
4 Paragraph 49, is triggered. No portion of the Maximum Base Settlement Amount shall revert to
5 Defendants. The Settlement Administrator will then be responsible for making appropriate
6 deductions, reporting obligations, and issuing the Individual Settlement Payments.

7 25. "Net Settlement Amount" means the portion of the Maximum Base Settlement
8 Amount plus funds calculated based on additional Status Weeks incurred after October 1, 2022,
9 according to the Escalator Clause described in Paragraph 49, remaining after deduction of the
10 Attorneys' Fees and Costs, Class Representative Enhancement Payments, the LWDA Payment, and
11 Settlement Administration Costs. The Net Settlement Amount will be distributed to Participating
12 Class Members.

13 26. "Notice of Objection" means a Participating Class Member's valid and timely written
14 objection to the Settlement Agreement. For the Notice of Objection to be valid, it must include: (a)
15 the case name and number; (b) the objector's full name, signature, address, telephone number and
16 the last four digits of their Social Security number; (c) a written statement of all grounds for the
17 objection accompanied by any legal support for such objection; (d) copies of any papers, briefs, or
18 other documents upon which the objection is based; (e) the identity of the objector's counsel, if the
19 objector is represented by counsel; and (f) whether the objector wishes to be heard at the final
20 approval hearing.

21 27. "Notice Packet" means the Notice of Class Action Settlement and mailing envelope,
22 attached hereto at Exhibit A, and to be approved by the Court.

23 28. "Parties" means Plaintiffs and Defendants, collectively, and "Party" means either of
24 the Plaintiffs or either of the Defendants.

25 29. "Participating Class Members" means all Class Members who do not submit a
26 Request for Exclusion.

27 30. "Preliminary Approval" means the Court order granting preliminary approval of the
28 Settlement Agreement.

31. “Released Claims” include all claims, debts, liabilities, demands, obligations, damages, and actions or causes of action, arising at any time during the Class Period, that were or could have been asserted based on the factual allegations in the Operative Complaint or based on any facts discovered in the course of the Actions, including claims for failure to pay minimum or overtime wages, failure to provide meal periods and rest breaks or to pay meal and rest period premiums in lieu thereof, failure to pay all wages due upon separation, failure to reimburse reasonable business expenses, failure to provide complete and accurate itemized wage statements, failure to provide paid sick leave, failure to provide notice of paid sick leave rights; claims under California Labor Code sections 201 to 204, 210, 218.5, 218.6, 225.5, 226, 226.3, 226.7, 226.8, 246, 247, 247.5, 248.5, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698 *et seq.*, 2802, 2810.5, Wage Order No. 4 of the Industrial Welfare Commission, California Business and Professions Code sections 17200, *et seq.*; and claims for injunctive relief, penalties (including PAGA civil penalties and statutory penalties), interest, fees, and costs.

32. “Released Claims Period” means the period from January 6, 2019 through the latter of December 1, 2023 or the Court’s entry of an order granting preliminary approval of this Settlement.

33. “Released Parties” means Defendant Veyo, LLC and its past and present parents, subsidiaries, divisions, affiliates, predecessors, successors, and assigns, and each of their past and present shareholders, owners, managers, members, officers, directors, employees, agents, trustees, attorneys, insurers, administrators, fiduciaries, beneficiaries, subrogees, executors, partners, privies, as well as Michael Coleman and his heirs, successors, assigns, and estate, and any other individual or entity which could be liable for any of the Released Claims.

34. “Request for Exclusion” means a timely letter submitted by a Class Member indicating a request to be excluded from the Settlement. The Request for Exclusion must: (a) include the case name and number; (b) contain the full name, address, telephone number, and the last four digits of the Social Security Number of the Class Member requesting exclusion; (c) clearly state that the Class Member does not wish to be included in the Settlement; (d) be signed by the Class Member; (e) be returned by mail to the Settlement Administrator at the specified address; and (f) be postmarked on or before the Response Deadline. The date of the postmark on the return mailing

1 envelope will be the exclusive means to determine whether a Request for Exclusion has been timely
2 submitted. A Class Member who does not request exclusion from the Settlement will be deemed a
3 Participating Class Member and will be bound by all terms of the Settlement, if the Settlement is
4 granted final approval by the Court.

5 35. “Response Deadline” means the deadline by which Class Members must mail to the
6 Settlement Administrator a valid Request for Exclusion or Notice of Objection. The Response
7 Deadline will be thirty (30) calendar days from the initial mailing of the Notice Packet by the
8 Settlement Administrator, unless the 30th falls on a Sunday or Federal holiday, in which case the
9 Response Deadline will be extended to the next day on which the U.S. Postal Service is open. Under
10 no circumstances will the Settlement Administrator have the authority to extend the deadline for
11 Class Members to submit a Request for Exclusion or Notice of Objection to the Settlement.

12 36. “Settlement Administrator” means CPT Group, Inc. or any other third-party class
13 action settlement administrator agreed to by the Parties and approved by the Court for purposes of
14 administering this Settlement pursuant to the terms of this Settlement Agreement, the Preliminary
15 Approval Order, and the Final Approval Order and Judgment, including, without limitation, printing,
16 distributing, and tracking documents for this Settlement, calculating estimated amounts to be paid to
17 each Participating Class Member and PAGA Member, tax reporting, distributing the appropriate
18 settlement amounts, and providing necessary reports and declarations, and other duties and
19 responsibilities set forth herein to process this Settlement, and as requested by the Parties. The
20 Settlement Administrator shall agree to confidentiality terms as may be required by Defendants
21 regarding personal and private data provided to the Settlement Administrator and shall work with
22 Class Counsel and counsel for Defendants to implement and administer appropriate fraud-prevention
23 policies. The Parties each represent that they do not have any financial interest in the Settlement
24 Administrator or otherwise have a relationship with the Settlement Administrator that could create a
25 conflict of interest.

26 37. “Settlement Administration Costs” means the costs approved by the Court to be paid
27 to the Settlement Administrator for administering this Settlement. The Settlement Administration
28 Costs will be paid from the Maximum Base Settlement Amount, including, if necessary, any such

1 costs in excess of the amount estimated by the Settlement Administrator as being necessary to
2 administer the Settlement. The Settlement Administration Costs are currently estimated not to exceed
3 \$15,000.

4 38. "Status Weeks" means the number of calendar weeks in which IDPs who are Class
5 Members in California during the Class Period and PAGA Members during the PAGA Period, drove
6 within Veyo's transportation network in California, which shall be calculated by the Settlement
7 Administrator based on the trip data for all IDPs during the Class Period and PAGA Period as
8 maintained by Defendants. The Maximum Base Settlement Amount encompasses 31,551 Status
9 Weeks from January 6, 2019 through October 1, 2022. Status Weeks incurred by IDPs in California
10 between October 2, 2022 and the latter of December 1, 2023 or the date of entry of an order granting
11 preliminary approval to this Settlement Agreement, will be calculated December 1, 2023 or within
12 three business days of the Court's Preliminary Approval, whichever is later, and released in
13 accordance with the Escalator Clause described in Paragraph 49 below.

14 39. "Adjusted Settlement Amount" means the Maximum Base Settlement Amount plus
15 the Status Week Value multiplied by the number of Status Weeks incurred by IDPs in California
16 between October 2, 2022 and the latter of December 1, 2023 or three business days after the date of
17 entry of an order granting preliminary approval to this Settlement Agreement.

18 **STIPULATION OF CLASS CERTIFICATION**

19 40. The Parties stipulate to the certification of this Settlement Class for settlement
20 purposes only. This Agreement is contingent upon preliminary and final approval by the Court, and
21 certification of the Settlement Class is only for purposes of Settlement. If, for any reason, the
22 Settlement does not become final, any certification of any Settlement Class will be vacated, and the
23 Parties will be returned to their positions with respect to the Actions as if the Agreement had not been
24 entered into. Should the Settlement not become final, for whatever reason, the fact that the Parties
25 were willing to stipulate provisionally to class certification as part of the Settlement shall have no
26 bearing on, and shall not be admissible in connection with, the issue of whether a class should be
27 certified in a non-settlement context. Defendants expressly reserve the right to move to compel the
28 arbitration of Plaintiffs' claims on an individual basis, oppose class certification and/or proactively

1 move to deny certification should this Settlement not be approved by the Court, the Final Approval
2 Order and Judgment be reversed on appeal, or the Settlement otherwise not become final.
3 Defendants do not consent to certification of the Settlement Class or any class for any purpose other
4 than to effectuate the Settlement of the Actions.

5 **TERMS OF AGREEMENT**

6 41. NOW, THEREFORE, in consideration of the mutual covenants, promises and
7 agreements set forth herein, the Parties agree, subject to the Court's approval, that the Actions shall
8 be completely settled and concluded by agreement of Veyo to pay the Adjusted Settlement Amount
9 in consideration for the Releases set forth below and other terms herein as follows:

10 42. Funding of the Settlement Amount. Within five (5) calendar days after the Effective
11 Date, the Settlement Administrator will provide the Parties with an accounting of the amounts to be
12 paid by Veyo pursuant to the terms of the Settlement. Within seven (7) calendar days of receiving
13 the accounting of the final amounts to be paid from the Settlement Administrator, Veyo will make a
14 one-time payment of One Million, Seven Hundred and Fifty Thousand Dollars (\$1,750,000.00)
15 ("Maximum Base Settlement Amount"), plus an amount to be determined in accordance with the
16 Escalator Clause described in Paragraph 49 ("Adjusted Settlement Amount") into a Qualified
17 Settlement Fund Account to be established by the Settlement Administrator. Within five (5) business
18 days of the funding of Adjusted Settlement Amount, the Settlement Administrator will issue payments
19 to (a) Participating Class Members and PAGA Members; (b) the Labor and Workforce Development
20 Agency ("LWDA"); (c) Plaintiffs; and (d) Class Counsel. The Settlement Administrator will also
21 issue a payment to itself for Court-approved services performed in connection with the Settlement.

22 The Parties agree that the Adjusted Settlement Amount will qualify and be characterized as
23 a Qualified Settlement Fund ("QSF") under the provisions of the U.S. Treasury Regulations 1.468B-
24 1 and 1.468B-5, and the QSF will be taxed as a separate entity for purposes of all federal, state and
25 local taxes, and further agree to treat the QSF consistent therewith, that the QSF will be considered
26 the employer of the Settlement Class/PAGA Members for purposes of determining all tax
27 obligations associated with the QSF and payments under this Agreement. All expenses and costs
28

1 incurred in connection with the operation and implementation of this provision shall be paid from
2 the QSF by the Settlement Administrator.

3 43. Attorneys' Fees and Costs. Defendants agree not to oppose or impede any application
4 or motion by Class Counsel for Attorneys' Fees up to 40% of the Adjusted Settlement Amount, in
5 addition to reasonable costs and expenses of litigation not to exceed \$30,000.00, subject to Court
6 approval. The amount of Attorneys' Fees and Costs awarded by the Court shall represent payment
7 for all claims for Class Counsel's attorneys' fees and costs, past and future, incurred in the Actions.
8 The Attorneys' Fees and Costs shall be paid from the Adjusted Settlement Amount, and Defendants
9 shall not otherwise be required to pay any portion of Plaintiffs' or the Class Members' attorneys' fees,
10 costs, or expenses. The Attorneys' Fees and Costs Award shall be paid to Class Counsel following
11 the Effective Date as provided herein. Any amounts of attorneys' fees and costs applied for but not
12 awarded by the Court to Class Counsel shall become part of the Net Settlement Amount. An award
13 by the Court of attorneys' fees or costs that is less than the amounts applied for will not be grounds
14 for Plaintiffs or Class Counsel to challenge or withdraw from the Settlement.

15 44. Class Representatives' Enhancement Payment. In exchange for a general release of
16 all claims, and in recognition of their effort and work in prosecuting the Actions on behalf of Class
17 Members and PAGA Members and negotiating the Settlement, Defendants agree not to oppose or
18 impede any application or motion by Plaintiffs for a Class Representative Enhancement Payment of
19 up to Fifteen Thousand Dollars (\$15,000) to each Plaintiff, totaling \$45,000.00 out of the Adjusted
20 Settlement Amount. The Class Representative Enhancement Payment will be in addition to
21 Plaintiffs' respective Individual Settlement Payments as Participating Class Members and PAGA
22 Members paid pursuant to the Settlement.

23 45. Release Provisions

- 24 a. **Participating Class Members' Release.** Upon the date Defendants deposit
25 the Adjusted Settlement Amount into the QSF, Plaintiffs, on behalf of
26 themselves and all Participating Class Members, including their heirs, agents,
27 successors, assigns and estates, shall be deemed to have fully, finally and
28

1 forever released and discharged Released Parties from the Released Claims
2 through the Class Period.

3 **b. Plaintiffs' General Release.** In addition, upon the date Defendants deposit
4 the Adjusted Settlement Amount into the QSF, Plaintiffs on behalf of
5 themselves and their heirs, agents, successors, assigns and estates will also be
6 deemed to have fully and forever discharged the Released Parties from any
7 and all charges, complaints, claims, liabilities, obligations, promises,
8 agreements, controversies, damages, actions, causes of action, suits, rights,
9 demands, costs, losses, debts, and expenses (including back wages, penalties,
10 liquidated damages, and attorneys' fees and costs actually incurred) of any
11 nature whatsoever, from January 6, 2019 through the date of their signature
12 on this Settlement Agreement, known or unknown, suspected or unsuspected,
13 including but not limited to all claims arising out of, based upon, or relating
14 to their working relationship with Defendants, or either of them, or the
15 remuneration for any services performed.

16 It is the intent of the Parties that this Agreement satisfy the requirements of
17 the Age Discrimination in Employment Act and Older Workers Benefits
18 Protection Act, 29 U.S.C. sections 623 and 626, and accordingly, Plaintiffs
19 acknowledge and agree that each has read and understood the terms of this
20 Settlement Agreement. Plaintiffs further acknowledge that they have been
21 given a full opportunity to consult with counsel with respect to this Settlement
22 Agreement and have obtained and considered such legal counsel as they deem
23 necessary and are entering into this Settlement Agreement freely, knowingly,
24 and voluntarily. Plaintiffs further acknowledge that they have been given at
25 least 21 days in which to consider whether or not to enter into this Settlement
26 Agreement and, if entering into this Settlement Agreement before the
27 expiration of that period, is doing so at their option, knowingly and
28 voluntarily. The Parties agree that if the Parties change any terms of the

1 Settlement Agreement, the 21-day period will not be restarted but will
2 continue without interruption. Plaintiffs understand that they have seven days
3 from the date they each respectively sign this Agreement to revoke the
4 Settlement Agreement. Any revocation must be received by counsel for
5 Defendants before the expiration of the revocation period. This Settlement
6 Agreement shall become effective and enforceable as to Plaintiffs upon
7 expiration of the revocation period.

8 Plaintiffs, in their individual capacities, also expressly waive any and all
9 provisions, rights and benefits conferred by any law or principle of common
10 law or equity that is similar, comparable or equivalent, in whole or in part, to
11 California Civil Code section 1542. For the purpose of implementing a full
12 and complete release, Plaintiffs expressly acknowledge that this release is
13 intended to include in its effect (without limitation) claims that they did not
14 know or suspect to exist in their favor at the time of execution of this
15 Settlement Agreement, regardless of whether the knowledge of such claims,
16 or the facts upon which they might be based, would materially have affected
17 the Settlement of this matter, and that the consideration given under the
18 Settlement Agreement was also for the release of those claims and
19 contemplates the extinguishment of any such unknown claims. Plaintiffs
20 expressly waive the provisions of section 1542 of the Civil Code of California,
21 which provides:

22 A general release does not extend to claims that the creditor or releasing
23 party does not know or suspect to exist in his or her favor at the time of
24 executing the release and that, if known by him or her, would have
25 materially affected his or her settlement with the debtor or released
26 party.

26 Thus, subject to and in accordance with this Settlement Agreement, even if
27 Plaintiffs may hereafter discover facts in addition to or different from those they
28 now know or believe to be true, Plaintiffs, upon the date Defendants deposit
the Adjusted Settlement Amount into the QSF, shall be deemed to have fully,

1 finally, and forever settled and released any and all claims against the Released
2 Parties that were alleged or could have been alleged in the Action, as well as
3 any other claims, whether known or unknown, suspected or unsuspected,
4 contingent or non-contingent, that now exist, upon any theory of law or equity,
5 including without limitation, conduct which is negligent, intentional, with or
6 without malice, or a breach of any duty, law, or rule, without regard to the
7 subsequent discovery or existence of such different or additional facts.

8 **c. Plaintiffs, State of California, and PAGA Member Release.** Upon the date
9 Defendants deposit the Adjusted Settlement Amount into the QSF, Plaintiffs,
10 on behalf of themselves and the State of California, and all PAGA Members,
11 including their heirs, agents, successors, assigns and estates, shall be deemed
12 to have fully, finally and forever released and discharged the Released Parties
13 from the Released Claims through the PAGA Period.

14 46. Settlement Administration Costs. The Settlement Administrator will be paid for the
15 reasonable costs of administration of the Settlement and distribution of payments from the Maximum
16 Base Settlement Amount, currently estimated to be \$15,000.00. Settlement Administration Costs,
17 will include, *inter alia*, the required tax reporting on the Individual Settlement Payments, the issuing
18 of 1099 and W-2 IRS Forms, distributing the Notice Packet, calculating and distributing the
19 Adjusted Settlement Amount and Attorneys' Fees and Costs, and providing necessary reports and
20 declarations.

21 47. Labor and Workforce Development Agency ("LWDA") Payment. Subject to Court
22 approval, the Parties agree that the amount of One Hundred Thousand Dollars and Zero Cents
23 (\$100,000.00) of the Maximum Base Settlement Amount, and 10% of the amount determined
24 pursuant to the Escalator Clause in Paragraph 49(b), will be designated for satisfaction of Plaintiff's
25 and PAGA Members' PAGA claims and that such amount is a fair and reasonable settlement of that
26 claim and this Settlement fully and finally resolves such claim. Pursuant to the PAGA, 75%, *i.e.*,
27 Seventy Five Thousand Dollars and Zero Cents (\$75,000.00) of this sum will be paid to the LWDA
28 and 25%, *i.e.*, Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00), will be distributed to

1 the PAGA Members. The same proportion will apply to the Escalator Clause adjustment amount.
2 Each PAGA Member's share of the 25% portion of the LWDA Payment will be determined by
3 dividing their total Status Weeks earned within the PAGA Period by the total Status Weeks earned
4 by all PAGA Members within the PAGA Period. That fraction will then be multiplied by the 25%
5 portion of the LWDA Payment to arrive at the PAGA Member's individual share. These payments
6 to PAGA Members shall be characterized as 100% penalties and will be added to any Individual
7 Settlement Payment provided herein.

8 The Parties agree that, as to the PAGA claim, no PAGA Member may request exclusion from
9 that portion of the Settlement and, absent an order granting leave to intervene in the Actions, no
10 individual has standing to object to this Settlement with respect to the PAGA claim. Any Class
11 Member who is also a PAGA Member and requests exclusion from the Settlement Class will still
12 receive their portion of the LWDA Payment as set forth above and will be bound by the PAGA
13 Member Release set forth above.

14 Class Counsel will submit a copy of this Settlement Agreement to the LWDA as required by
15 Labor Code section 2699(1)(2). Class Counsel will attach a copy of the confirmation of submission
16 of the Settlement Agreement to the LWDA as an exhibit to their motion for preliminary approval
17 and will submit a copy of the Final Approval Order and Judgment to the LWDA within 10 days of
18 entry, as required by Labor Code section 2699(1)(3).

19 48. Net Settlement Amount. The Net Settlement Amount will be used to make the
20 Individual Settlement Payments to Participating Class Members from the Settlement Class in
21 accordance with the terms of this Agreement.

22 49. Escalator Clause. As discussed above, the Maximum Base Settlement Amount of
23 \$1,750,000 resolves and releases claims for 31,551 Status Weeks earned by IDPs in California from
24 January 6, 2019 through October 1, 2022. This Escalator Clause applies in two situations as follows:

- 25 a. If it is later determined, by the Settlement Administrator or otherwise, that the
26 number of Status Weeks as of October 1, 2022, estimated by Veyo in the
27 mediation to be 31,551, undercounted the actual number of Status Weeks
28 earned by IDPs in California during the Class Period up until that date by more

1 than 10%, then Defendants shall increase the Maximum Base Settlement
2 Amount proportionally (i.e. if the total number of Status Weeks increase by
3 11% in actual Status Weeks, Veyo shall add an extra 1% to the Settlement
4 Amount; and for a 15% percent increase in Status Weeks, Veyo shall add an
5 extra 5% to the Maximum Base Settlement Amount, etc.); and

6 b. For each Status Week incurred by IDPs in California between October 2, 2022
7 and the latter of December 1, 2023 or notice of entry of an order granting
8 preliminary approval to this Settlement Agreement, Defendant Veyo will add
9 \$50.00 for each additional Status Week above 34,706 to the Maximum Base
10 Settlement Amount (“Adjusted Settlement Amount”). Any IDP who drives
11 within Defendant Veyo’s transportation network in California between October
12 2, 2022 and the end of the release period will be considered for purposes of this
13 Settlement a Class Member and PAGA Member. Defendants will provide trip,
14 identifying, and contact information for these IDPs to the Settlement
15 Administrator as part of the Class List described in Paragraphs 16 and 54.

16 50. Non-reversionary Settlement. No portion of the Maximum Base or Adjusted
17 Settlement Amount will revert to Defendants.

18 51. Individual Settlement Payment Calculations. Individual Settlement Payments to
19 Participating Class Members will be calculated and apportioned from the Net Settlement Amount
20 based on the number of Status Weeks a Participating Class Member worked during the Class Period.
21 Specific calculations of Individual Settlement Payments will be made as follows:

22 a. The Settlement Administrator will calculate the number of Status Weeks
23 earned by each Participating Class Member during the Class Period, the amount to be paid per Status
24 Week, and the Individual Settlement Payments to eligible Participating Class Members.

25 b. Defendant Veyo’s IDP data will be presumed to be correct, unless a particular
26 Participating Class Member proves otherwise to the Settlement Administrator by credible evidence.

27 c. The Individual Settlement Payments will be determined by dividing the Net
28 Settlement Amount, as adjusted by application of the Escalator Clause, by the total number of Status

1 Weeks for all Participating Class Members, resulting in the Status Weeks Value, and then
2 multiplying the Status Weeks Value by the number of Status Weeks worked by each Participating
3 Class Member. Individual Settlement Payments will be characterized fifty percent (50%) as wages
4 and fifty percent (50%) as penalties and interest.

5 52. Individual Settlement Payments Do Not Trigger Additional Benefits. Defendants
6 shall have fully discharged their obligations to Plaintiffs and the Participating Class Members
7 through the remittance of the Adjusted Settlement Amount to the Settlement Administrator,
8 regardless of whether the checks for Individual Settlement Payments are actually received and/or
9 negotiated by Participating Class Members. Once Veyo has remitted the Adjusted Settlement
10 Amount in accordance with this Settlement Agreement, Defendants will be deemed to have satisfied
11 all terms and conditions under this Settlement Agreement, shall be entitled to all protections afforded
12 under this Settlement, and shall have no further obligations under the terms of the Settlement,
13 regardless of what occurs with respect to the further administration of the Settlement. It is expressly
14 understood and agreed that the receipt of such Individual Settlement Payments will not entitle any
15 Participating Class Member to additional compensation or benefits under any company bonus,
16 contest or other compensation or benefit plan or agreement in place during the period covered by
17 the Settlement, nor will it entitle any Participating Class Member to any retirement, 401(k) benefits
18 or matching benefits, or deferred compensation benefits. It is the Parties' intent that the Individual
19 Settlement Payments provided for in this Settlement are the sole payments to be made by Defendants
20 to the Participating Class Members in the Actions, and that the Participating Class Members are not
21 entitled to any new or additional compensation or benefits as a result of having received the
22 Individual Settlement Payment (notwithstanding any contrary language or agreement in any benefit
23 or compensation plan document that might have been in effect during the period covered by this
24 Settlement).

25 53. Settlement Administration Process. The Parties agree to cooperate in the
26 administration of the Settlement and to make all reasonable efforts to control and minimize the costs
27 and expenses incurred in administration of the Settlement. Without prejudice to any other remedies,
28 the Settlement Administrator shall hold Plaintiffs, Class Counsel, Defendants, and counsel for

Defendants harmless from and against all liabilities, claims, causes of action, costs, and expenses (including legal fees and expenses) arising out of any failure to timely or properly compensate Participating Class Members as provided for in this Agreement. No person shall have any claim against any of the Released Parties, counsel for Defendants, Plaintiffs, the Class Members, Class Counsel, or the Settlement Administrator based on mailings, distributions, and payments made in accordance with or pursuant to this Agreement.

54. Delivery of the Class List. Within five (5) calendar days of entry of Preliminary Approval, Defendant Veyo, LLC will provide the Class List to the Settlement Administrator. The information Veyo provides to the Settlement Administrator shall be used solely to administer the terms of the Settlement Agreement as described herein, shall remain confidential, and shall not be disclosed to anyone, except pursuant to the express written authorization of Defendants, by order of the Court, or to the extent necessary to fulfill the Settlement Administrator's reporting obligations hereunder. Within five (5) calendar days of receipt of the Class List, the Settlement Administrator shall confirm to Class Counsel and counsel for Defendants:

- a. the total number of unique individuals contained in the Class List;
- b. the total number of Status Weeks between the start of the Class Period and October 1, 2022; and
- c. the total number of Status Weeks between October 2, 2022 and December 1, 2023 or the date of entry of an order granting preliminary approval to this Settlement, whichever is later.

55. Notice by First-Class U.S. Mail. Within ten (10) calendar days of receiving the Class List, the Settlement Administrator will perform a National Change of Address database check and shall mail a Notice Packet to all Class Members via regular First-Class U.S. Mail, using the mailing addresses identified in the Class List. There will not be a claim process requirement and, as such, Class Members will not receive, nor will they be required to submit a claim form to receive their Individual Settlement Payments.

56. Confirmation of Contact Information in the Class List. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database

1 or any other similar services available, such as provided by Experian, for information to update and
2 correct for any known or identifiable address changes.

3 57. Time for Objections and Requests for Exclusion. Any Class Member that wants to
4 submit a Notice of Objection to the Settlement or Request for Exclusion must do so by the Response
5 Deadline.

6 58. Notice Packets. All Class Members will be mailed a Notice Packet by the Settlement
7 Administrator. Each Notice Packet will provide: (a) information regarding the nature of the Action;
8 (b) a summary of the Settlement's principal terms; (c) the Settlement Class definition; (d) the total
9 number of Status Weeks each respective Class Member or PAGA Member performed work for
10 Defendant Veyo, LLC during the Class Period and PAGA Period; (e) each Class Member's or PAGA
11 Member's estimated Individual Settlement Payment and the formula for calculating Individual
12 Settlement Payments; (f) the dates which comprise the Class Period and PAGA Period; (g)
13 information regarding disputing Status Weeks or making Requests for Exclusion or submitting
14 Notices of Objections; (h) the deadlines by which the Class Member or PAGA Member must mail
15 any dispute of Status Weeks, Request for Exclusion, or Notice of Objections to the Settlement; (i)
16 the claims to be released, as set forth herein; and (j) the date for the final approval hearing. Neither
17 the Settlement Administrator, Plaintiffs, Class Counsel, Defendants, or counsel for Defendants shall
18 be required to notify any Class Member or PAGA Member of any changes to the date of the final
19 approval hearing. For every Class Member or PAGA Member where the Notice Packet is returned
20 after mailing with a forwarding address, the Settlement Administrator shall re-mail the Notice Packet
21 to the forwarding address. For every Class Member or PAGA Member where the Notice Packet is
22 returned after mailing without a forwarding address, the Settlement Administrator shall perform one
23 "skip trace" search in a consumer information database comparable to Accurant in an effort to locate
24 a current address. It shall be presumed that each Class Member or PAGA Member whose Notice
25 Packet is not returned to the Settlement Administrator as undeliverable within the 45-day notice
26 period has actually received the Notice Packet. The Response Deadline for any Settlement Class
27 Member who is re-mailed a Notice Packet shall be fifteen (15) calendar days from the date of the re-
28 mailing or the original thirty (30) calendar day deadline, whichever is later. If the Response Deadline

1 for any Class Member is later than the original 30-day notice period, the Settlement Administrator
2 shall include a letter with the Notice Packet advising the Class Member of the adjustment to the
3 Response Deadline.

4 59. Disputed Information in Notice Packets. Participating Class Members and PAGA
5 Members may dispute the number of Status Weeks they worked during the Class Period or PAGA
6 Period by submitting a written Status Weeks dispute to the Settlement Administrator, which should
7 include the Participating Class Member's or PAGA Member's (a) full name, signature, address,
8 telephone number, and the last four digits of the Class Member's or PAGA Member's Social Security
9 number; (b) the number of Status Weeks the Participating Class Member or PAGA Member contends is
10 correct; and (c) any evidence supporting the Participating Class Member's or PAGA Member's
11 contention. Absent evidence rebutting Veyo's records, Veyo's records will be presumed
12 determinative. However, if a Participating Class Member or PAGA Member produces evidence to
13 the contrary, the Parties will evaluate the evidence submitted by the Participating Class Member or
14 PAGA Member and the Settlement Administrator will make the final decision as to the number of
15 eligible Status Weeks that should be applied and/or the Individual Settlement Payment to which the
16 Participating Class Member or PAGA Member may be entitled. Participating Class Members or
17 PAGA Members shall have until the Response Deadline to provide evidence to the Settlement
18 Administrator demonstrating that the number of Status Weeks to which they have been credited is
19 incorrect.

20 60. Settlement Checks. The expiration date on the Individual Settlement Payment checks
21 and LWDA Payment checks to PAGA Members will be one hundred and eighty (180) calendar days
22 from the date the checks are issued. If a Participating Class Member or PAGA Member does not cash
23 his or her check within 180 days, the check will be cancelled. Pursuant to California Code of Civil
24 Procedure section 384, all funds associated with such cancelled checks will be transmitted to the
25 State Controller's fund in the name of the applicable Participating Class Member and/or PAGA
26 Member. Participating Class Members and PAGA Members whose checks are cancelled shall,
27 nevertheless, be bound by this Settlement Agreement.
28

1 61. Request for Exclusion Procedures. Any Class Member wishing to be excluded from
2 the Settlement Agreement must mail a written Request for Exclusion to the Settlement Administrator
3 containing the information specified in Paragraph 34 and within the Response Deadline. The date
4 of the postmark on the return mailing envelope will be the exclusive means to determine whether a
5 Request for Exclusion has been timely submitted. The Settlement Administrator will provide Class
6 Counsel and counsel for Defendants with a list of those individuals who have submitted Requests
7 for Exclusion within five (5) days after the Response Deadline, and indicate whether such requests
8 are valid and were timely, to be supplemented as needed. Any Class Member who submits a Request
9 for Exclusion is prohibited from making any objection to the Settlement Agreement. In the event a
10 Class Member submits both a Notice of Objection and a Request for Exclusion, the Request for
11 Exclusion will govern.

12 62. Settlement Terms Bind All Class Members Who Do Not Request Exclusion. Any
13 Class Member who does not affirmatively Request Exclusion from the Settlement Agreement by
14 submitting a timely and valid Request for Exclusion shall be considered a Participating Class
15 Member and will be bound by all of the terms of the Settlement, including those pertaining to the
16 Released Claims and the above Releases, as well as any Final Approval Order and Judgment that
17 may be entered by the Court if it grants final approval to the Settlement. The entry of the Final
18 Approval Order and Judgment approving this Settlement and which discharges Defendants and
19 Released Parties from liability as set forth in the Releases above, including for any and all of the
20 Released Claims, shall have *res judicata* effect and bar Plaintiff and Participating Class Members
21 and PAGA Members from bringing any actions or claims asserting the Released Claims or claim
22 under PAGA.

23 63. Written Objection Procedures. Plaintiffs may not object to the Settlement. To object
24 to the Settlement Agreement in writing, a Participating Class Member must mail a valid Notice of
25 Objection to the Settlement Administrator on or before the Response Deadline. The Notice of
26 Objection must be signed by the Participating Class Member and contain all information required
27 by paragraph 26 of this Settlement Agreement. The postmark date will be the exclusive means for
28 determining that the Notice of Objection is timely. Absent good cause found by the Court,

1 Participating Class Members who fail to object in writing will be deemed to have waived all written
2 objections, and will be foreclosed from making written objections and seeking any adjudication or
3 review of such written objections, whether by appeal or otherwise, to the Settlement Agreement.
4 Aside from these procedures governing written objections, the Court will otherwise control the
5 acceptance of any objections prior to, or made at the final approval hearing. At no time will any of
6 the Parties or their counsel seek to solicit or otherwise encourage Participating Class Members to
7 submit Notices of Objection to the Settlement Agreement or appeal from the Final Approval Order
8 and Judgment.

9 64. Certification Reports Regarding Individual Settlement Payment Calculations. The
10 Settlement Administrator will provide Defendants' counsel and Class Counsel with a weekly report
11 which certifies: (a) the number of Notice Packets mailed and the number remailed and any revised
12 Response Deadlines due to remailing; (b) the number of Participating Class Members or PAGA
13 Member from the Settlement Class who have submitted a dispute of Status Weeks; (c) the number
14 of Class Members who have submitted Requests for Exclusion or Notices of Objection and whether
15 they are timely and valid; and (d) whether any Class Member has submitted a challenge to any other
16 information contained in their Notice Packet. Additionally, the Settlement Administrator will
17 provide to counsel for both Parties any updated reports regarding the administration of the
18 Settlement Agreement as needed or requested.

19 65. Payroll Taxes. In accordance with this Settlement, the payment of the Adjusted
20 Settlement Amount approved by the Court shall, to the fullest extent possible, resolve, satisfy and
21 completely extinguish all of Defendants' liability with respect to the Settlement Class, including for
22 the "employer" portion of payroll taxes applicable to amounts allocated to extinguish wage claims,
23 to be calculated by the Settlement Administrator and drawn from the Net Settlement Amount.

24 66. Certification of Completion. Upon completion of administration of the Settlement,
25 the Settlement Administrator will provide a written declaration under oath to certify such completion
26 to the Court and counsel for all Parties.

27 67. Treatment of Individual Settlement Payments. All Individual Settlement Payments
28 will be characterized as follows: 50% of each Individual Settlement Payment will be considered

1 wages, and 50% will be considered unpaid interest and penalties. The portion allocated to wages
2 will be reported on an IRS Form W-2 and the portions allocated to interest and penalties will be
3 reported on an IRS Form-1099 by the Settlement Administrator.

4 68. Administration of Taxes by the Settlement Administrator. The Settlement
5 Administrator will be responsible for issuing to Plaintiffs, Participating Class Members, PAGA
6 Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all
7 amounts paid pursuant to this Agreement. The Settlement Administrator will also be responsible
8 for forwarding all payroll taxes and penalties to the appropriate government authorities.

9 69. Tax Liability. Defendants make no representation as to the tax treatment or legal
10 effect of the payments called for hereunder, and Plaintiffs and Participating Class Members are not
11 relying on any statement, representation, or calculation by Defendants, counsel for Defendants, or
12 by the Administrator in this regard. Plaintiffs and Participating Class Members understand and agree
13 they will be solely responsible for the payment of any taxes and penalties assessed on the payments
14 described herein.

15 70. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES
16 OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS
17 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY")
18 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND
19 NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES
20 OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL
21 ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR
22 BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
23 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
24 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN,
25 INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN
26 CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT
27 BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR
28 ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY

1 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER
2 PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
3 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
4 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF
5 ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER
6 SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
7 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
8 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
9 AGREEMENT.

10 71. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
11 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
12 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action,
13 cause of action or right herein released and discharged.

14 72. Duties of the Parties Prior to Court Approval. Class Counsel shall prepare a Second
15 Amended Complaint in the *Kim* Action and the Parties shall stipulate to its filing in order to
16 effectuate this Settlement and to consolidate all allegations across the Actions. The Second Amended
17 Complaint in the *Kim* Action shall be the Operative Complaint for purposes of this Settlement, and
18 shall add: (1) the parties in the *Woods* Action – Plaintiffs Woods and Oyeleye as named plaintiffs
19 and putative class representatives, and Defendant Michael Coleman; (2) all class action claims that
20 can be alleged on behalf of a putative class based on the Labor Code violations asserted in both the
21 Actions; and (3) all PAGA allegations uniquely alleged in the *Woods* Action. The Parties also agree
22 the *Woods* Action should remain stayed throughout the approval process of this Settlement, and shall
23 be dismissed with prejudice upon entry of a Final Approval Order and Judgment in the *Kim* Action.

24 Class Counsel shall also prepare and provide counsel for Defendants with a draft of
25 Plaintiffs' Motion for Preliminary Approval within a reasonable time and shall provide at least five
26 (5) court days for counsel for Defendants to review and comment. The motion shall seek a
27 determination by the Court as to the Settlement's fairness, adequacy, and reasonableness and shall
28 apply to the Court for the entry of an order:

1 a. Scheduling a final approval hearing on the question of whether the Settlement,
2 including payment of the Attorneys' Fees and Costs and Class Representative Enhancement
3 Payment, should be finally approved as fair, reasonable and adequate as to the members of the
4 Settlement Class;

5 b. Conditionally certifying the Settlement Class for settlement purposes only;

6 c. Approving, as to form and content, the proposed Notice of Class Action
7 Settlement;

8 d. Approving the manner and method for Class Members to request exclusion
9 from the Settlement as contained herein;

10 e. Directing the mailing of the Notice of Class Action Settlement, by first class
11 mail to the Class Members; and

12 f. Preliminarily approving the Settlement subject only to the objections of
13 Participating Class Members and final review by the Court.

14 73. Duties of the Parties Following Preliminary Approval. Following preliminary
15 approval by the Court of this Settlement Agreement, Class Counsel will prepare a proposed Final
16 Approval Order and Judgment for review by counsel for Defendants and submission to the Court:

17 a. Approving the Settlement, adjudging the terms thereof to be fair, reasonable
18 and adequate, and directing consummation of its terms and provisions;

19 b. Approving Class Counsel's application for an award of Attorneys' Fees and
20 Costs;

21 c. Approving the Class Representative Enhancement Payment to the Class
22 Representative; and

23 d. Entering judgment in this Action, with a reservation of continuing jurisdiction
24 by the Court over the Settlement Agreement and its implementation.

25 74. Non-Cooperation with Third Party Claims. Unless compelled by a validly issued
26 subpoena or court order, Plaintiffs agrees not to invite, solicit, initiate, participate, or otherwise
27 cooperate in any way in any legal or adversary proceedings, potential legal or adversary proceedings,
28 or in any other public or private activity, taken against Released Parties, which may be contemplated

1 or initiated by any persons or entities not a party to this Settlement Agreement, regarding any of the
2 claims released by this Settlement Agreement. Nothing within this Settlement Agreement is
3 intended to prevent or interfere with Plaintiffs' participation in any investigation, hearing, or
4 proceeding conducted by any governmental agency, in accordance with applicable law.

5 In no event shall Plaintiffs and Class Counsel use confidential information produced subject
6 to the protective order entered in the Actions. Nothing in this paragraph shall be construed as
7 precluding Class Counsel from representing any person adverse to the Released Parties in the future.

8 75. Nullification of Settlement Agreement. In the event that the Settlement is barred by
9 operation of law, or any material portion is invalidated, or ordered not to be carried out by a court
10 of competent jurisdiction, this Settlement Agreement, and any documents generated to bring it into
11 effect, will be null and void. Any order of judgment entered by the Court in furtherance of this
12 Settlement Agreement will likewise be treated as void from the beginning, and all Parties to this
13 Settlement Agreement shall stand in the same position, without prejudice, as if the Settlement
14 Agreement had been neither entered into nor filed with the Court. Veyo will cease to have any
15 obligation to pay any portion of the Maximum Base Settlement Amount or any amount to the
16 Settlement Administrator, or any other party under the terms of this Agreement and all previous
17 disbursements made by Veyo to the Settlement Administrator will be returned to Veyo. Any
18 Settlement Administration Costs incurred will be split equally between the Parties.

19 76. Rescission of Settlement Agreement (by Defendants). If more than 10% of the Class
20 Members request exclusion from the Settlement, Veyo may, at its election, rescind or void the
21 Settlement and all actions taken in furtherance of it will thereby be null and void. Defendants must
22 exercise this right of rescission or to void the Settlement Agreement, in writing, to Class Counsel and
23 with a copy to the Settlement Administrator within ten (10) business days after the Settlement
24 Administrator notifies the Parties of receipt of more than fifteen Requests for Exclusion. If the option
25 to rescind or void is exercised, then Defendants shall be solely responsible for all costs of the
26 settlement administration accrued to that point, not to exceed the amount approved by the Court in
27 Preliminary Approval. If Defendants exercise this option, the Parties shall return to their respective
28 positions that existed before the execution of this Settlement Agreement, and no term of this Settlement

1 Agreement or any draft thereof, or the negotiation, documentation, or other part or aspect of the
2 Parties' settlement discussions, shall have any effect or be admissible as evidence for any purpose in
3 the Action, or in any other proceeding.

4 77. Termination of Settlement. Either Party may terminate this Settlement only if the
5 Court declines to enter Preliminary Approval or the Final Approval Order and Judgment in
6 substantially the form submitted by the Parties, or the Settlement Agreement as agreed does not
7 become final because of appellate court action. However, before terminating the Settlement, the
8 Parties agree to meet and confer in good faith to bring the Settlement into compliance with any Court
9 Order.

10 78. Public Statements. The Parties and their respective counsel shall not hold any press
11 conferences or issue any press releases with respect to this Settlement which identify Defendants at
12 any time. Until Plaintiffs submit the motion for preliminary approval to the Court, the Parties and
13 their respective counsel shall keep the terms of this Settlement Agreement confidential. Prior to
14 final approval of this Settlement, the Parties and their respective counsel will not discuss the Actions
15 or the Settlement or otherwise disclose the terms of this Settlement Agreement with third parties
16 other than Class Members and the Settlement Administrator, except (1) as required by law, (2) as
17 necessary to effectuate this Settlement Agreement, and (3) to the Parties' tax advisors. The Parties
18 and their counsel shall not engage in any publicity, including website or social media postings, of
19 any type related to the Actions or this Settlement, insofar as such publicity identifies Defendants by
20 name or the specifics of their unique type of business, which would render Defendants' identities
21 easily ascertainable. Notwithstanding the specific limitations to public disclosure identified herein,
22 any counsel for the Parties may (1) publicly identify the case as involving the alleged
23 misclassification of rideshare drivers and the amount of the Maximum Base or Adjusted Settlement
24 Amount, and (2) shall not be precluded from disclosing the Parties to the lawsuit and the fact that
25 the matter settled to a Court or other tribunal of competent jurisdiction. Furthermore, nothing herein
26 limits Plaintiffs' or any PAGA or Class Member's ability to communicate with any government
27 agency or otherwise cooperate in any investigation or proceeding that may be conducted by any
28 government agency.

1 79. Continued Jurisdiction. Upon entry of, and to be included in the Final Approval
2 Order and Judgment, the Court will retain and have continuing jurisdiction under California Code
3 of Civil Procedure section 664.6 to enforce the terms of this Settlement.

4 80. Entire Agreement. This Settlement Agreement and any attached Exhibits constitutes
5 the entirety of the Parties' Settlement. No other prior or contemporaneous written or oral agreements
6 may be deemed binding on the Parties. The Parties expressly recognize California Civil Code
7 section 1625 and California Code of Civil Procedure section 1856(a), which provide that a written
8 agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic
9 evidence, and the Parties agree that no such extrinsic oral or written representations or terms will
10 modify, vary or contradict the terms of this Settlement Agreement.

11 81. Amendment or Modification. This Settlement Agreement may be amended or
12 modified only by a written instrument signed by the Parties and counsel for all Parties or their
13 successors-in-interest.

14 82. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant
15 and represent they are expressly authorized by the Parties whom they represent to negotiate this
16 Settlement Agreement and to take all appropriate action required or permitted to be taken by such
17 Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other
18 documents required to effectuate the terms of this Settlement Agreement. The Parties and their
19 counsel will cooperate with each other and use their best efforts to effect the implementation of the
20 Settlement. If the Parties are unable to reach agreement on the form or content of any document
21 needed to implement the Settlement, or on any supplemental provisions that may become necessary
22 to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve
23 such disagreement.

24 83. Signatories. It is agreed that because the members of the Settlement Class are so
25 numerous, it is impossible or impractical to have each member of the Settlement Class execute this
26 Settlement Agreement. The Notice of Class Action Settlement, attached hereto as **Exhibit A**, will
27 advise all Class Members and PAGA Members of the binding nature of the Releases contained
28

1 herein, and the Releases shall have the same force and effect as if this Settlement Agreement were
2 executed by each Participating Class Member and PAGA Member.

3 84. Binding on Successors and Assigns. This Settlement Agreement will be binding
4 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously
5 defined.

6 85. California Law Governs. All terms of this Settlement Agreement hereto will be
7 governed by and interpreted according to the laws of the State of California.

8 86. Execution and Counterparts. This Settlement Agreement is subject only to the
9 execution of all Parties. However, the Settlement Agreement may be executed in one or more
10 counterparts. All executed counterparts and each of them, including facsimile and scanned copies
11 of the signature page, will be deemed to be one and the same instrument provided that counsel for
12 the Parties will exchange among themselves original signed counterparts.

13 87. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe
14 this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have
15 arrived at this Settlement after arms'-length negotiations and in the context of adversarial litigation,
16 taking into account all relevant factors, present and potential. The Parties further acknowledge that
17 they are each represented by competent counsel and that they have had an opportunity to consult
18 with their counsel regarding the fairness and reasonableness of this Settlement Agreement. In
19 addition, the Mediator may execute a declaration supporting the Settlement and the reasonableness
20 of the Settlement and the Court may, in its discretion, contact the Mediator to discuss the Settlement
21 and whether or not the Settlement is objectively fair and reasonable.

22 88. Invalidity of Any Provision. Before declaring any provision of this Settlement
23 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
24 possible consistent with applicable precedents so as to define all provisions of this Settlement
25 Agreement valid and enforceable.

26 89. Plaintiffs' Waiver of Right to Be Excluded and Object. Plaintiffs agree to sign this
27 Settlement Agreement and, by signing this Settlement Agreement, are hereby bound by the terms
28 herein and further waives any right to submit a Request for Exclusion or Notice of Objection.

1 90. Appeals. Except for the Court's award for Attorneys' Fees and Costs, any Party may
2 appeal any court order that materially alters the Settlement Agreement's terms.

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

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

21 93. Waiver. No waiver of any condition or covenant contained in this Settlement
22 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to
23 imply or constitute a further waiver by such party of the same or any other condition, covenant, right
24 or remedy.

25 94. Enforcement Actions. In the event of a dispute concerning the enforcement of any
26 provision of this Settlement Agreement or breach of a term of this Settlement Agreement, notice
27 must be mailed to counsel for all Parties. Upon receipt, counsel for the Parties shall meet and confer
28 in a good faith attempt to resolve the dispute for period not to exceed ten (10) days. In the event

1 those efforts are unsuccessful, the dispute shall be submitted to the Mediator. If the mediation is
2 not successful and one or more of the Parties institutes any legal action or other proceeding against
3 any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights
4 and/or obligations under this Settlement Agreement, the successful Party or Parties will be entitled
5 to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including
6 expert witness fees incurred in connection with any enforcement actions.

7 95. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms
8 and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be
9 construed more strictly against one party than another merely by virtue of the fact that it may have
10 been prepared by counsel for one of the Parties, it being recognized that, because of the arms'-length
11 negotiations between the Parties, all Parties have contributed equally to the preparation of this
12 Settlement Agreement.

13 96. Representation By Counsel. The Parties acknowledge that they have been
14 represented by counsel throughout all negotiations that preceded the execution of this Settlement
15 Agreement, and that this Settlement Agreement has been executed with the consent and advice of
16 counsel and reviewed in full. Further, Plaintiffs and Class Counsel warrant and represent that there
17 are no liens on the Settlement Agreement.

18 97. All Terms Subject to Final Court Approval. All amounts and procedures described
19 in this Settlement Agreement herein will be subject to final Court approval.

20 98. Cooperation and Execution of Necessary Documents. All Parties will cooperate in
21 good faith and execute all documents to the extent reasonably necessary to effectuate the terms of
22 this Settlement Agreement.

23 99. Integration Clause. This Settlement Agreement and the accepted Mediator's Proposal
24 contains the entire agreement between the Parties relating to the Settlement and transactions
25 contemplated hereby, and all prior or contemporaneous agreements, understandings,
26 representations, and statements, whether oral or written and whether by a party or such party's legal
27 counsel, are merged herein. No rights hereunder may be waived except in writing.
28

1 100. Binding Agreement. The Parties warrant that they understand and have full authority
2 to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be
3 fully enforceable and binding on all Parties, and agree that it will be admissible and subject to
4 disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality
5 provisions that otherwise might apply under state or federal law.

6 101. Stay of Discovery and 5-Year Deadline. All deadlines pertaining to outstanding
7 written discovery, motions to compel, and the deadline for Plaintiffs to bring their case to trial
8 pursuant to California Code of Civil Procedure 585.310(a) are hereby stayed until the Effective Date.

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1 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint
2 Stipulation of Class and PAGA Action Settlement and Release between Plaintiffs and Defendants
3 as of the date(s) set forth below:

4 **SIGNATURES - READ CAREFULLY BEFORE SIGNING**

6 **PLAINTIFF SUNGMIN KIM**

8 Dated: 07 / 12 / 2023

7 *Sungmin*

Sungmin Kim

10 **PLAINTIFF CLAUDE WOODS**

12 Dated: 07 / 05 / 2023

11 *Claude J Woods Jr*

Claude Woods

14 **PLAINTIFF TAIYWO OYELEYE**

16 Dated: _____

Taiywo Oyeleye

18 **DEFENDANT VEYO, LLC**

20 Dated: 6/29/2023

19 *Jill Heneghan*

21 By
Its Chief Financial Officer

23 **DEFENDANT MICHAEL COLEMAN**

24 Dated: 6/28/2023

22 *Michael Coleman*

25 Michael Coleman

1 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint
2 Stipulation of Class and PAGA Action Settlement and Release between Plaintiffs and Defendants
3 as of the date(s) set forth below:

4 **SIGNATURES - READ CAREFULLY BEFORE SIGNING**

6 **PLAINTIFF SUNGMIN KIM**

8 Dated: _____

Sungmin Kim

10 **PLAINTIFF CLAUDE WOODS**

12 Dated: _____

Claude Woods

14 **PLAINTIFF TAIYWO OYELEYE**

16 Dated: 07 / 17 / 2023

Taiwo Oyeleye

18 **DEFENDANT VEYO, LLC**

20 Dated: 6/29/2023

By *Jill Heneghan*
Its Chief Financial Officer

22 **DEFENDANT MICHAEL COLEMAN**

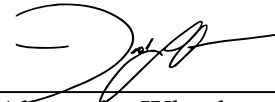
24 Dated: 6/28/2023

Michael Coleman
Michael Coleman

1 **APPROVED AS TO FORM**

2
3 Dated: 07/12/2023

**PARRIS LAW FIRM
EMPLOYEES FIRST LABOR LAW, P.C.**

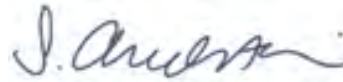
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5
6 

Alexander Wheeler
Kitty K. Szeto
Ryan A. Crist
Jonathan P. LaCour
Lisa Noveck

7
8
9
10 Attorneys for Plaintiff
Sungmin Kim

11
12 Dated: 6/29/2023

CROSNER LEGAL, PC

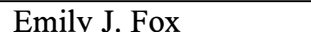
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14 

15 Michael R. Crosner
16 Zachary M. Crosner
17 Sepideh Ardestani
18 Jamie K. Serb

19 Attorneys for Plaintiffs
Claude Woods and Taiywo Oyeleye

20
21 Dated: _____

WILSON TURNER KOSMO LLP

22
23
24 
Aimee Axelrod Parker
25 Brian G. Lee

26 Attorneys for Defendants
27 Veyo, LLC and Michael Coleman
28

1 **APPROVED AS TO FORM**

2
3
4 Dated: _____

PARRIS LAW FIRM
EMPLOYEES FIRST LABOR LAW, P.C.

5
6 _____
7 Alexander Wheeler
8 Kitty K. Szeto
9 Ryan A. Crist
Jonathan P. LaCour
Lisa Noveck

10 Attorneys for Plaintiff
11 Sungmin Kim

12 Dated: _____

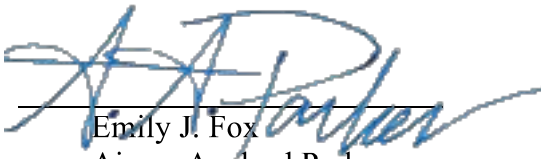
CROSNER LEGAL, PC

13
14
15 _____
16 Michael R. Crosner
17 Zachary M. Crosner
18 Sepideh Ardestani
19 Jamie K. Serb

20 Attorneys for Plaintiffs
21 Claude Woods and Taiywo Oyeleye

22 Dated: June 29, 2023

WILSON TURNER KOSMO LLP

23
24 
25 _____
Emily J. Fox
Aimee Axelrod Parker
Brian G. Lee

26 Attorneys for Defendants
27 Veyo, LLC and Michael Coleman
28

NOTICE OF CLASS ACTION SETTLEMENT

IF YOU ARE OR WERE AN INDEPENDENT DRIVER-PROVIDER (“IDP”) FOR VEYO, LLC IN CALIFORNIA AT ANY TIME BETWEEN JANUARY 6, 2019 AND [PRELIMINARY APPROVAL DATE], YOU MAY BE ENTITLED TO MONEY FROM THIS SETTLEMENT.

A court authorized this Notice. You are not being sued. This is not a solicitation from a lawyer.

On [Preliminary Approval Date], the Court in this action granted preliminary approval of a proposed settlement as set forth in the Joint Stipulation of Class Action and PAGA Settlement and Release concerning the related lawsuits noted above (“the Lawsuit”). You are receiving this Notice because you drove for Defendant Veyo, LLC (“Defendant”) in California at some point between January 6, 2019 and [Preliminary Approval Date] (“Class Period”), and you may be entitled to share in the funds to be made available for the proposed settlement of this class action.

You are not being sued. However, your rights may be affected by the legal proceedings in the Lawsuit. If the proposed settlement of this class action is granted final approval by the Court, you may have the right to be paid a share of the proposed settlement funds.

You do **NOT** have to do anything if you want to participate in this settlement.
A check will be automatically mailed to you.

**PLEASE READ THIS ENTIRE NOTICE CAREFULLY.
YOUR RIGHTS MAY BE AFFECTED
BY THE PROPOSED SETTLEMENT DESCRIBED IN THIS NOTICE.**

You have received this Notice because Defendant’s records indicate that you are a member of the Settlement Class. This notice is designed to inform you about your options in this Settlement, all of which are dependent on the Court’s final approval of the Settlement.

1. What Is This Case About?

Sungmin Kim, Claude Woods, and Taiwo Oyeleye (“Plaintiffs”) are former IDPs who drove for Defendant in California. They sued Defendant claiming various wage-and-hour violations on behalf of all IDPs who drove for Defendant in the State of California. Defendant denies Plaintiffs’ allegations, but the parties have agreed to settle this dispute without any finding of wrongdoing by Defendant.

The Lawsuit is being settled as a “class action.” In a class action, the Plaintiffs, also referred to as class representatives, sued on behalf of themselves and other persons with similar claims (“Class Members”). Based on Defendant’s records, you drove for Defendant in the State of California at any time between January 6, 2019 and [Preliminary Approval Date]. Therefore, you are a member of the Settlement Class and you may receive money from the proposed settlement.

If the Court approves the proposed settlement at the Final Approval Hearing scheduled for _____, the proposed settlement will bind all Settlement Class Members. If the Court does not approve the proposed settlement, the Settlement Agreement will have no effect or precedential value in any subsequent proceedings in the Lawsuit or in any other litigation.

2. How Can I Receive Money From The Settlement?

You do not have to do anything to receive money from this settlement. A check will be automatically mailed to you if the Court grants final approval of the settlement.

3. Will I Be Subject To Discipline Or Retaliation If I Participate In The Settlement?

No. Defendant will not discipline or retaliate against you in any way regardless of whether or not you choose to participate in the Settlement.

4. How Much Is The Settlement?

Defendant has agreed to pay \$_____ [insert Adjusted Settlement Amount] to settle the Released Claims defined below. After deduction of Attorneys' Fees and Costs, Class Representative Enhancement Payments, the Labor and Workforce Development Agency ("LWDA") Payment, and Settlement Administration Costs, the remaining amount ("Net Settlement Amount") will be automatically distributed to Participating Class Members who do not opt out.

5. How Much Money Will I Receive?

The Net Settlement Amount of approximately \$_____ prior to deduction for payroll taxes will be distributed from a Qualified Settlement Fund ("QSF") to Participating Class Members who do not opt out.

Your individual share of the Net Settlement Amount before deduction for payroll taxes will be calculated based on the total number of Status Weeks you drove for Defendant during the Class Period as reflected in trip data maintained by Defendant. A Status Week for purposes of the Lawsuit and settlement is any calendar week in which an IDP incurred Trip Pay for miles driven during the Class Period.

Your total number of Status Weeks during the Class Period (January 16, 2019 through [Preliminary Approval Date]) based on Defendant's trip data is _____. If you disagree with this number, you must submit a written Status Weeks dispute to the Settlement Administrator, which should include your (a) full name, signature, address, telephone number, and the last four digits of your Social Security number; (b) the number of Status Weeks you contend is correct; and (c) any evidence supporting your contention. Absent evidence rebutting Defendant's records, Defendant's records will be presumed determinative. If you produce evidence to the contrary, the parties will evaluate the evidence submitted by you and the Settlement Administrator will make the final decision as to the number of eligible Status Weeks that should be applied and/or the Individual Settlement Payment to which you may be entitled. You will have until _____ [insert Response Deadline] to provide evidence to the Settlement Administrator demonstrating that the number of Status Weeks to which you have been credited is incorrect.

Individual Settlement Payments to Participating Class Members will be calculated and apportioned from the Net Settlement Amount based on the number of Status Weeks in which a Participating Class Member drove during the Class Period. Your estimated Individual Settlement Payment is \$_____. This amount may change depending on final rulings from the Court. Applicable payroll deductions will be made for withholding of state and federal taxes. Your Individual Settlement Payment will be allocated 50% as wages, subject to withholding of applicable taxes, and 50% to interest and penalties reported on an IRS Form 1099. You will have 180 days to cash your check. If you do not cash your check within 180 days of the mailing of the check, your check will be cancelled and funds associated with your cancelled check will be transmitted to the State Controller's Unclaimed Property Fund. You may access those funds at any time at <https://ucpi.sco.ca.gov/en/Property/SearchIndex>.

6. When Will I Receive the Money?

Please be patient. This Settlement must be approved by the Court before any payments can be issued.

7. Can I Object To The Settlement?

Yes. To do so, you must mail a valid Notice of Objection to the Settlement Administrator on or before _____ [inert Response Deadline]. The Notice of Objection must be signed by you and must include: (a) the case name and number; (b) the objector's full name, signature, address, telephone number and the last four digits of their Social Security number; (c) a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) copies of any papers, briefs, or other documents upon which the objection is based; (e) the identity of the objector's counsel, if the objector is represented by counsel; and (f) whether the objector wishes to be heard at the final approval hearing.

If you fail to make your objections in the manner specified above, you shall be deemed to have waived any objections and you shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement Agreement, or any aspect of the proposed settlement, including, without limitation, the fairness, reasonableness or adequacy of the proposed settlement, the Class Representative Enhancement Payment, or any award of Attorneys' Fees & Costs.

If the Court rejects your objection, you will still be bound by the terms of the Settlement Agreement and you will still receive your settlement checks.

8. Can I Opt Out of The Settlement?

Yes. To opt out, you must mail a written Request for Exclusion to the Settlement Administrator that is postmarked on or before [Response Deadline]. If a timely and valid Request for Exclusion is not received by the Settlement Administrator from a Class Member on or before the Response Deadline, then that Class Member will be deemed to have forever waived his or her right to seek exclusion from the Settlement and Settlement Class and shall be bound by the Settlement and Judgment. Class Members who do validly request exclusion from the Settlement by submitting a valid and timely Request for Exclusion shall not be bound by the terms of the Settlement, shall not be allowed to object to the Settlement, and shall not be entitled to any benefits as a result of the Settlement.

9. What Happens If I Do Nothing?

You will receive money from this settlement and you will be bound by the Release described below.

10. What Rights Am I Giving Up?

Participating Class Members' Release. Upon the date Defendant deposits the Adjusted Settlement Amount into the QSF, Plaintiffs, on behalf of themselves and all Participating Class Members, including their heirs, agents, successors, assigns and estates, shall be deemed to have fully, finally and forever released and discharged Released Parties from the Released Claims through the Class Period. Class Period means the period from January 6, 2019 through the Court's entry of an order granting preliminary approval of this Settlement.

Plaintiffs, State of California, and PAGA Member Release. Upon the date Defendant deposits the Adjusted Settlement Amount into the QSF, Plaintiffs, on behalf of themselves and the State of California, and all PAGA Members, including their heirs, agents, successors, assigns and estates, shall be deemed to have fully, finally and forever released and discharged Released Parties from the Released Claims through the PAGA Period. PAGA Period means the period from July 16, 2019, through the Court's entry of an order granting preliminary approval of this Settlement.

Released Parties means Defendant Veyo, LLC and its past and present parents, subsidiaries, divisions, affiliates, predecessors, successors, and assigns, and each of their past and present shareholders, owners, managers, members, officers, directors, employees, agents, trustees, attorneys, insurers, administrators, fiduciaries, beneficiaries, subrogees, executors, partners, privies, as well as Michael Coleman and his heirs, successors, assigns, and estate, and any other individual or entity which could be liable for any of the Released Claims.

Released Claims include all claims, debts, liabilities, demands, obligations, damages, and actions or causes of action, arising at any time during the Class Period, that were or could have been asserted based on the factual allegations in the Operative Complaint or based on any facts discovered in the course of the Actions, including claims for failure to pay minimum or overtime wages, failure to provide meal periods and rest breaks or to pay meal and rest period premiums in lieu thereof, failure to pay all wages due upon separation, failure to reimburse reasonable business expenses, failure to provide complete and accurate itemized wage statements, failure to provide paid sick leave, failure to provide notice of paid sick leave rights; claims under California Labor Code sections 201 to 204, 210, 218.5, 218.6, 225.5, 226, 226.3, 226.7, 226.8, 246, 247, 247.5, 248.5, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698 *et seq.*, 2802, 2810.5, Wage Order No. 4 of the Industrial Welfare Commission, California Business and Professions Code sections 17200, *et seq.*; and claims for injunctive relief, penalties (including PAGA civil penalties and statutory penalties), interest, fees, and costs.

11. Who Are The Class Representatives?

The Court has appointed Sungmin Kim, Claude Woods, and Taiwo Oyeleye as the Class Representatives to represent you in this settlement. They will ask the Court to approve a Class Representative Enhancement Award of \$15,000 each, to be paid from the Settlement to compensate them for their efforts in filing and assisting with the prosecution of the Lawsuit and in reaching this settlement on your behalf.

12. How Will The Attorneys' Fees For The Class Be Paid?

You do not need to pay any portion of either Class Counsel's or Defendant's attorneys' fees and costs. All payment for Class Counsel's attorneys' fees and costs will be deducted from the Settlement. Class Counsel has litigated this matter since September 21, 2020. Class Counsel will ask the Court to approve an award of attorneys' fees' in the amount of \$_____ [40% of the Adjusted Settlement Amount] to Class Counsel for their work in prosecuting this Lawsuit and obtaining this Settlement on your behalf. Class Counsel will also ask the Court to approve an award of up to \$30,000.00 to Class Counsel for reimbursement of the costs and expenses they have incurred on behalf of the Class.

13. When And Where Is The Final Approval Hearing?

The Final Approval Hearing has been scheduled on _____ at **8:30 a.m.** before the Honorable Ronald F. Frazier in Department C-65 of the Superior Court of California located at 330 West Broadway, San Diego, California 92101, at which time Judge Frazier will determine: (1) whether the proposed settlement should be approved as fair, reasonable and adequate to the Settlement Class, and (2) whether the proposed Final Approval Order and Judgment should be entered by the Court. The Final Approval Hearing date and time may change without further notice given to you. Please contact the Settlement Administrator at the address and telephone below to find out if there has been a change to the date and time of the Final Approval Hearing.

You Are Not Required To Attend The Final Approval Hearing.

14. Where Can I Get Additional Information?

This Notice provides only a summary of the matters relating to the proposed settlement. For more information or questions, you may contact the Settlement Administrator as follows:

CPT Group, Inc.
P.O. Box _____
Irvine, California 92606
Telephone: (800) 542-0404
Facsimile: (714) 824-8591

**PLEASE DO NOT CALL OR CONTACT THE COURT WITH QUESTIONS ABOUT THE
PROPOSED SETTLEMENT OR THE SETTLEMENT PROCESS.**