PAGA SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

IT IS HEREBY STIPULATED AND AGREED by and between Plaintiffs Leslie Williams and David Brown ("Plaintiffs"), for themselves and on behalf of the State of California and all other similarly aggrieved employees on the one hand and Defendants Transdev Business Solutions, Inc. and SFO Airporter, Inc. d/b/a Compass Transportation, Inc. ("Defendants") on the other (collectively, the "Parties" or individually as "Party"), subject to the approval of the Court in accordance with California Labor Code section 2699(l)(2), that the Settlement of this Action shall be effectuated upon and subject to the following terms and conditions.

The Parties agree that the Action (as defined in Section I below) shall be, upon approval by the Court, ended, settled, resolved, and concluded without any admission of fault or liability, as set forth in this Agreement and for the consideration set forth herein, including but not limited to a release of claims by Plaintiffs and the PAGA Settlement Members as defined below.

I. DEFINITIONS

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

(a) "Action" means the civil action, *Leslie Williams, et al. v. Transdev Business Solutions, Inc., et al.*, pending in the Superior Court of California, County of San Francisco, Case No. CGC-21-590089.

(b) "Administrator" means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

(c) "Agreement" means this Settlement Agreement.

(d) "Aggrieved Employees" means all current and former hourly, non-exempt employees of Defendants in California at any time during the PAGA Period.

(e) "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

(f) "Approval Date" means the date the Court grants approval of this Agreement by signing and filing the Final Order.

(g) "Complaint" means the operative Second Amended Complaint, which was filed on or about December 18, 2023, which includes a single cause of action for Violation of the California Labor Code Private Attorneys General Act of 2004 ("PAGA") (Cal. Lab. Code §§ 2698, e*t seq*.).

(h) "Court" means the Superior Court for the State of California, County of San Francisco.

(i) “Defendants” means the Defendants in this Action, Transdev Business Solutions, Inc. and SFO Airporter, Inc. D/B/A Compass Transportation, Inc.

(j) “Defense Counsel” or “Counsel for Defendants” means:

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(k) “Effective Date” means the date by which all of the following have occurred:

(1) The Court has approved the Settlement;

(2) The Court has entered the Final Order; and,

(3) If the State of California, acting through the LWDA or any other administrative agency or official, or any third party objects or intervenes, but no appeal is filed, the applicable time for appeal; or, in the event any appeal is filed, the date the appeal is disposed in the Parties’ favor and is no longer subject to review by any court, whether by appeal, petitions for rehearing or re-argument, petitions for review, or otherwise. Should any appeal not result in approval of the Parties’ Settlement as described herein, the Settlement shall be void *ab initio* and of no further force or effect, and the Parties shall be returned in all respects to their respective positions as of January 21, 2025.

(l) “Final Order” means the final Court order entered in this Action in accordance with the terms herein, the Court adopting and approving this Agreement (and the terms of Settlement described herein) under the specific terms requested, and the Court retaining jurisdiction over the enforcement, implementation, construction, administration, and interpretation of the Settlement.

(m) “LWDA” means the State of California Labor and Workforce Development Agency.

(n) “LWDA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

(o) “Named Plaintiffs” or “Plaintiffs” means Leslie Williams and David Brown.

(p) “Net Settlement Amount” means the Settlement Sum less Actual Fee Amount Awarded, Actual Costs Awarded, Service Awards, and Settlement Administration Expenses.

(q) "PAGA Notice" means Plaintiffs' August 13, 2020 letter to Defendant and the LWDA providing notice pursuant to *Labor Code* section 2699.3, subd.(a), and Plaintiffs' June 13, 2022 Amended PAGA notice.

(r) "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.

(s) "PAGA Period" is January 6, 2020 through January 21, 2025.

(t) "PAGA Settlement Members" means Defendants' hourly, non-exempt employees in the State of California working as bus drivers during the relevant PAGA Period.

(u) "PAGA Settlement Member Payment" means the portion of the Settlement Sum that shall be paid to each PAGA Settlement Member per the terms and conditions of this Agreement.

(v) "Plaintiffs' Counsel" means:

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(w) "Released PAGA Claim" means the PAGA cause of action in the operative complaint and PAGA notice and all claims for civil penalties thereon based on any theory pled or that could have been pled in the operative and all prior complaints.

(x) "Released Parties" means Defendants, its past or present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and their respective successors and predecessors in interest, subsidiaries, affiliates, parents, and attorneys.

(y) "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

(z) "Settlement Administration Expenses" means the amount the Administrator will be paid from the Settlement Sum to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement.

(aa) "Settlement Sum" means the total gross settlement amount of Three Hundred and Five Thousand Dollars and Zero Cents ($305,000.00) to be paid by Defendants as provided by this Agreement to fully and finally settle, resolve and conclude this Action as provided under this Agreement, without any admission of fault or liability.

(bb) "Service Award" means the Ten Thousand Dollars and Zero Cents ($10,000.00) that Defendants have agreed to pay to each Named Plaintiff, subject to Court approval, in exchange for a general release of claims, as described below in Section IV of this Agreement. The Service Award to each Named Plaintiff will be deducted from the Settlement Sum.

II. APPROVAL AND IMPLEMENTATION OF SETTLEMENT

A. Recitals

On March 12, 2021, Plaintiff Williams commenced this Action by filing a complaint alleging a cause of action against Defendant for PAGA penalties based on alleged meal and rest break violations, unpaid minimum wage, unpaid overtime compensation, inaccurate wage statements, unreimbursed business expenses, and final pay violations. Plaintiffs Brown and Williams filed the operative Complaint on or about December 18, 2023. Defendants deny the allegations in the Complaint, denies any failure to comply with the laws identified in in the Complaint, and denies any and all liability for the causes of action alleged.

Pursuant to Labor Code section 2699.3(a), Plaintiffs gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.

On January 18, 2024, the Court granted Defendants' Motion for Summary Adjudication as to Plaintiffs' claims for meal break, rest break, and overtime wage violations. Plaintiffs' unpaid minimum wage and unreimbursed business expenses, along with derivative claims, remained.

Arms-length negotiations for settlement were conducted, both directly between the Parties and through mediator Bonnie Sabraw, which ultimately led to this Agreement to settle the Action.

Prior to negotiating the Settlement, Plaintiffs obtained, through formal and informal discovery, Defendants' wage and hour policies as well as time and payroll records for the alleged Aggrieved Employees. Plaintiffs and Defendants each conducted expert analysis for the purposes of evaluating potential civil penalties.

B. Cooperation

The Parties will cooperate in seeking approval of the Settlement described in this Agreement. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed, including responding to challenges by any third parties, and shall take all steps that may be requested by the Court relating to the approval and implementation of the Settlement described in this Agreement.

C. Court Approval

Because this Action involves PAGA claims, this Agreement requires review and approval by the Court. *See* Cal. Lab. Code § 2699(l)(2). This Agreement is expressly contingent upon the Court's approval of this Settlement and the terms and material conditions of this Agreement (including, but not limited to, issuance of the Final Order in a form agreed to by the Parties and entry of the Final Order in accordance therewith). A failure of the Court to approve any material condition of this Settlement shall render the entire Settlement voidable and unenforceable as to Plaintiffs and Defendants, at the option of either party. Each party may exercise its option to void this Settlement, upon the Court's failure to approve any material condition of this Settlement, in writing, to the other, and to the Court within fifteen (15) days after the Final Order granting approval of the Settlement has been received by the party seeking to void the Settlement.

Plaintiffs will file a Motion for Approval of PAGA Settlement and for a Final Order approving this Agreement. If the Court does not grant the request for approval and issue the Final Order, under the specific terms requested, the Parties agree to meet and confer to address the Court's concerns and determine whether resolution of the Action can still be obtained in a manner consistent with the Court's concerns.

Plaintiffs shall submit a copy of the Final Order in this Action and a copy of any other order providing for or denying an award of civil penalties within ten (10) days after entry of the Final Order, in compliance with section 2699(l)(3) of the California Labor Code.

D. Settlement Sum Payment Procedures

(a) Settlement Sum

In exchange for the releases, obligations, and promises set forth in this Agreement (and subject to the terms and conditions contained in this Agreement), Defendants agree to pay the Settlement Sum of $305,000.00, which is the total and all-inclusive amount Defendants will be obligated to pay under the Settlement embodied by this Agreement. No amount of this Settlement Sum shall revert to Defendants.

The Settlement Sum shall be allocated as follows:

(1) Attorneys' Fees and Costs: Plaintiffs' Counsel may apply to the Court for up to one-third (33.33%) of the total Settlement Sum ("Fee Amount") as attorneys' fees and will request up to $65,000 in actual litigation costs ("Actual Costs") pursuant to PAGA, which provides for the recovery of attorneys' fees and costs. Defendants will not oppose those requests. If the amount awarded by the Court for either Attorneys' Fees or Costs is less than the amount requested by Plaintiffs' Counsel for fees or costs, the difference shall become part of the Payment of PAGA Penalties and distributed pursuant to the allocation formula set forth in Section II(C)(a)(4). Any modification of such application by the Court shall not: (i) affect the enforceability of the Settlement Agreement; (ii) provide any of the Parties with the right to terminate the Settlement Agreement; or (iii) impose any obligation on Defendants to increase the consideration paid in connection with the Settlement. Plaintiffs' Counsel's entitlement to fees and costs is a material condition of

this Settlement, but the Fee Amount awarded is not a material conditions of this Settlement (as defined in Section II(C)).

(2) Settlement Administration Expenses: All Settlement Administration Expenses shall be paid from the Settlement Sum and shall not exceed Four Thousand Dollars ($4,000.00). Settlement Administration Expenses paid to an outside Settlement Administration service must come out of the Settlement Sum. The Parties agree to retain ILYM Group, Inc. to serve as the Administrator in this matter. If the Settlement Administration Expenses are less than the estimated amount of $4,000.00, the remainder will be distributed as Payment of PAGA Penalties pursuant to the allocation formula set forth in Section II(D)(a)(4). The Settlement Administrator's duties will include performing all acts related to administering the settlement, including calculating and distributing PAGA Settlement Member Payments, Plaintiffs' Settlement Payment, attorneys' fees and litigation costs/expenses, and administration costs to itself; processing all necessary 1099 IRS Forms; remitting appropriate tax forms to the appropriate government agencies; distributing the LWDA Payment; and otherwise ensuring the terms of the Settlement Agreement are achieved. The Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements. The Administrator shall have and use its own Employer Identification Number for purposes of providing reports to state and federal tax authorities. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under U.S. Treasury Regulation section 468B-1.

(3) Service Awards: Plaintiffs may request, subject to Court approval, a Service Award of up to $10,000 each (for a total of $20,000), for which they will be issued an IRS Form 1099 by the Administrator selected by the Parties. Any amount requested but not awarded by the Court as a Service Award will remain a part of the Net Settlement Amount to be distributed pursuant to the terms of the Agreement. If the Court awards a different amount, or does not approve any Service Award, Plaintiffs shall not have the right to revoke the settlement, and the settlement will remain fully enforceable; however, Plaintiffs and Plaintiffs' Counsel reserve the right to appeal any reduction by the Court of the requested Service Award.

(4) Payment of PAGA Penalties: The total sum available for payment of PAGA penalties shall be calculated by deducting the Actual Fee Amount Awarded, Actual Costs Awarded, Service Awards, and Settlement Administration Expenses from the $305,000.00 Settlement Sum (this will yield the "Net Settlement Amount"). Thereafter, of the remaining Net Settlement Amount, for each PAGA Settlement Member, seventy-five percent (75%) of his or her allocated share of the Net Settlement Amount shall be distributed to the LWDA ("LWDA Payment") and the remaining twenty-five percent (25%) shall be distributed to the PAGA Settlement Members ("PAGA Settlement Member Payment") pursuant to the allocation formula set forth in this Section.

The "PAGA Settlement Member Payment" for each PAGA Settlement Member shall be determined based on a formula taking into account the number of each PAGA Settlement Member's "Qualifying Pay Periods." A "Qualifying Pay Period" shall be defined as any pay period in which a PAGA Settlement Member worked during the PAGA Period.

The amount paid to each PAGA Settlement Member will be determined as follows: The Net Settlement Amount will be divided by the total number of Qualifying Pay Periods for all PAGA Settlement Members during the PAGA Period ("Qualifying Pay Period Amount"). Each PAGA Settlement Member will then be paid an amount equal to the Qualifying Pay Period Amount multiplied by that PAGA Settlement Member's total number of Qualifying Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their own PAGA Settlement Member Payment.

If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the PAGA Settlement Member Payments on IRS 1099 Forms.

(b) <u>Funding and Distribution Process</u>

(1) Within thirty (30) days after the Effective Date, Defendants will transmit the Settlement Sum to the Settlement Administrator.

(2) Within thirty (30) days after the Effective Date, Defendants shall also provide the Settlement Administrator with a list of the names, social security numbers, and addresses of the PAGA Settlement Members. The contact information is being provided confidentially to the Settlement Administrator only, and the Settlement Administrator shall treat the information as private and confidential and take all necessary precautions to maintain the confidentiality of contact information of the PAGA Settlement Members. This information is to be used only to carry out the Settlement Administrator's duties as specified in this Settlement.

(3) Within ten (10) business days of receipt of the Settlement Sum, the Settlement Administrator will disburse PAGA Settlement Member Payments to each PAGA Settlement Member to the last known physical address on file with Defendants in its regularly maintained records. Prior to this disbursement, the Settlement Administrator shall run a skip trace to locate every separated PAGA Settlement Member. PAGA Settlement Members will receive their PAGA Settlement Member Payments via U.S. Mail, along with a letter explaining the reason for the payment, the content of which will be submitted to the Court for approval. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. Such mailing as described in this paragraph shall be conclusive evidence of payment of the PAGA Settlement Member Payments, and shall satisfy any and all due process requirements.

(4) The Administrator shall conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-

mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

(5) All funds not claimed within 180 days of mailing of payment shall be sent to the State Controller's Unclaimed Property Fund in the name of the PAGA Settlement Member.

(6) Within ten (10) business days of receipt of the Settlement Sum, the Settlement Administrator shall send a check to the LWDA as the LWDA Payment, in the amount calculated pursuant to the terms of this Settlement.

(7) Within ten (10) business days of receipt of the Settlement Sum, the Settlement Administrator will disburse from the Settlement Sum an amount sufficient to pay the Attorneys' Fees and Costs described in II(C)(a), in the form of a check or wire for the Fee Amount and Actual Costs made payable to "Matern Law Group, PC", and delivered to Plaintiffs' Counsel.

(8) Within ten (10) business days of receipt of the Settlement Sum, the Settlement Administrator will disburse to each Named Plaintiff a check for the Service Award as approved by the Court. The checks shall be made payable to each Named Plaintiff and may be delivered to Plaintiffs' Counsel or directly to each Named Plaintiff.

(c) No Additional Contribution by Defendants

Defendants' monetary obligation under this Agreement is limited to the Settlement Sum. Defendants shall not be required to pay more than the Settlement Sum to obtain the relief (including, but not limited to, the Settlement, releases of claims, issuance of the Final Order, dismissal of the Action in its entirety in accordance with the terms of this Agreement) provided in this Agreement or to fully and finally settle and resolve the PAGA Claims. The payment of PAGA Settlement Member Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

Notwithstanding the above, in the event that this Agreement is voided or nullified, in whole or in part, however that may occur, or the Settlement of the Action is barred by operation of law, or invalidated, or ordered not to be carried out by a Court of competent jurisdiction, Defendants will cease to have any obligation to pay any portion of the Settlement Sum to anyone under the terms of this Agreement.

(d) Tax Indemnity and Treatment

The PAGA Settlement Member Payment will attribute one hundred percent (100%) of the payment as penalties. Plaintiffs' Service Awards will be attributed one hundred percent (100%) as penalties and interest. PAGA Settlement Members will be issued a Form 1099 for the PAGA

Settlement Member Payment. Plaintiffs Leslie Williams and David Brown will each be issued a separate Form 1099 for their respective Service Award. The Service Awards shall be subject to all applicable withholdings.

Plaintiffs and each PAGA Settlement Member will be responsible for paying all applicable state, local, and federal income taxes on all amounts received pursuant to this Settlement, and they shall not seek any indemnification from the Released Parties in this regard. Plaintiffs and Plaintiffs' Counsel shall cooperate with Defendants and provide documentation to the extent possible and as reasonably requested to demonstrate any payment of taxes made by Plaintiffs should any taxing authority challenge the allocation of Plaintiffs' Settlement Payment.

III. LIMITATIONS ON USE OF THIS SETTLEMENT

A. No Admission

Defendants dispute that Plaintiffs or any PAGA Settlement Members are entitled to any additional wages other that those already paid and/or any penalties, dispute the allegations and each and every cause of action in the Action, and dispute that the Action may be maintained on a class or representative basis. Defendants are entering into this Agreement solely for the purpose of resolving highly disputed claims. This Agreement and the payment of the Settlement Sum and the other considerations recited herein represent the compromise of disputed claims. Nothing in this Agreement is intended as or may be construed as an admission of liability, unlawful conduct, or wrongdoing by Defendants (and/or any of the Released Parties) in any way, shape or form, and Defendants and the Released Parties deny any such liability or wrongdoing.

B. Non-Evidentiary Use

Except for purposes of effectuating the Settlement pursuant to this Agreement and/or for Defendants (and/or a Released Party) to establish that a PAGA Settlement Member has resolved any of his/her claims released through this Agreement, and regardless of whether the Final Order occurs, neither this Agreement nor any of its terms (including, but not limited to, the payment of the Settlement Sum) nor the Settlement itself will be construed as, offered, or admitted in evidence as, received as, or deemed to be evidence, in any further proceeding in the Action, or any other civil, criminal, and/or administrative action or proceeding, for any purpose adverse to Defendants or any of the Released Parties, including but not limited to, evidence of a presumption, concession, indication, or admission by Defendants or any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage.

C. No Press Release or Publicity Regarding the Terms of Settlement

Plaintiffs and Plaintiffs' Counsel, as well as Defendants and Defense Counsel, agree that they will not issue any media or press release, initiate any contact with the media or the press, respond to any media or press inquiry, or have any communications with the media or the press about any aspect of this Agreement. Plaintiffs and Plaintiffs' Counsel shall not publicize or refer to the fact or amount of the Settlement Sum, or any amounts constituting a portion of the Settlement Sum, on their websites, social media, any other marketing materials, or legal publication. Plaintiffs and Plaintiffs' Counsel will not state on their websites, social media, any other marketing materials, or legal publications, that Defendants engaged in any act contrary to California law, or otherwise disparage Defendants, or otherwise identify Defendants. Defendants shall be allowed to report the Settlement Sum or results of this lawsuit if required to do so by public disclosure regulatory requirements or with respect to any financial or other disclosures which in their judgment are necessary.

Plaintiffs agree that they have maintained and will maintain confidentiality, except as may be required to effectuate approval of the settlement (*e.g.* Court and LWDA disclosures), regarding the terms of the settlement, including the negotiations leading thereto.

D. Nullification

If (a) the Court should for any reason fail to approve this Settlement consistent with the specific terms agreed to by the Parties and set forth herein, (b) the Court should for any reason fail to enter the Final Order, or (c) the Final Order is reversed, modified, or declared or rendered void, then this Agreement shall be deemed voidable and unenforceable as to Plaintiffs and Defendants, at the option of either party. Each party may exercise its option to void this Settlement as provided above by giving notice, in writing, to the other, and to the Court within fifteen (15) days after the Final Order granting approval of the Settlement or a Final Order denying approval of the Settlement has been received by the party seeking to void the Settlement.

Where either party has exercised its option to void this Settlement, (i) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect; and (ii) all Parties to this Agreement and the pleadings in this Action shall stand in the same position they were the day prior to the January 21, 2025 settlement in this Action, without prejudice to either Party; and (iii) Defendants will not have any obligation to pay any portion of the Settlement Sum to anyone under the terms of this Agreement.

IV. RELEASE AND WAIVER OF CLAIMS

A. Claims Released by the LWDA, Plaintiffs, and All PAGA Settlement Members

Upon Court approval of the settlement and payment of the Settlement Sum, the LWDA, Plaintiffs, all PAGA Settlement Members, and the State of California shall be deemed to have fully, finally, and forever waived, released, relinquished, and discharged Defendants and the Released Parties from any and all liability for the PAGA cause of action in the Complaint and PAGA Notice and all claims for civil penalties thereon, including but not limited to all claims for civil penalties pursuant to Labor Code section 2698, *et seq.*, based on any theory pled or that could have been pled in the Complaint, including the operative and all prior complaints (the "Released PAGA Claim"). The Released PAGA Claim will be dismissed with prejudice as to Plaintiffs and the PAGA Settlement Members and for the PAGA Period, and Defendants, its past or present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and their respective successors and predecessors in interest, subsidiaries, affiliates, parents, and attorneys ("Released Parties"), will be forever released and discharged from all claims, demands, rights, and liabilities for the Released PAGA Claim. Plaintiffs acknowledges that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now knows or believes to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

The PAGA cause of action in the Complaint and PAGA Notice premised on underlying violations other than those included within the Released PAGA Claim will be dismissed without prejudice, such that the Complaint will be dismissed in its entirety as part of this Agreement. This Agreement is expressly conditioned upon the release by all PAGA Settlement Members of any claim under Labor Code section 2698, *et seq.* as to the Released PAGA Claim set forth above, and upon covenants by all PAGA Settlement Members that they will not participate in any proceeding seeking penalties as to the Released PAGA Claim set forth above.

B. General Release by Named Plaintiffs Williams and Brown

In consideration for the promises set forth in this Agreement, the named Plaintiffs Leslie Williams and David Brown, do hereby – for themselves and for their heirs, representatives, attorneys, executors, administrators, successors, and assigns – release, acquit, and forever discharge Defendants and each and all of the Released Parties from any and all actions, cause of actions, obligations, costs, expenses, damages, penalties, losses, claims, liability, suits, debts, demands, and benefits (including attorneys' fees and costs), of whatever character, in law or in equity, known or unknown, suspected or unsuspected, matured or unmatured, of any kind or nature whatsoever, now existing or arising in the future, based on any act, omission, event, occurrence, or non-occurrence from the beginning of time to the date of execution hereof, including but not limited to any claims or causes of action arising out of or in any way relating to Plaintiffs' employment with Defendants, and claims which have been or could have been made in Plaintiffs' original and amended complaints and this Action.

Plaintiffs and Defendants agree that this release of claims includes, but is not limited to, claims for breach of any implied or express contract or covenant; claims for promissory estoppel; claims of entitlement to any pay, including minimum wage, overtime, double time, commissions or incentive payment; claims for failure to properly calculate the regular rate of pay; claims for failure to provide meal periods, failure to authorize and permit rest breaks, failure to provide accurate wage statements, and failure to pay all wages due at termination; claims of wrongful denial of insurance and employee benefits; claims for wrongful termination, retaliatory discharge or public policy violations of whatever kind or nature, defamation, invasion of privacy, fraud, misrepresentation, emotional distress or other common law or tort matters; claims for any penalties; claims of harassment, retaliation or discrimination based on race, color, religion, sex, sexual orientation, national origin, ancestry, physical or mental disability, medical condition, marital status, age, or any other protected status under federal, state, or local law; claims under the California Labor Code, California Government Code, California Business and Professions Code, and California Health and Safety Code; claims based on any applicable I.W.C. Wage Order; claims based upon the California Constitution; claims based on the Fair Labor Standards Act ("FLSA"), claims based on any federal, state or other governmental statute, regulation or ordinance, including, without limitation, the California Private Attorneys General Act ("PAGA"), California Confidentiality of Medical Information Act, the California Fair Employment & Housing Act (except for Plaintiff Williams's separate suit, San Francisco County Superior Court Case No. CGC-21-590813, which is subject to a separate settlement agreement and disposition), the California Unfair Competition Law, the California Family Rights Act, the Age Discrimination in Employment Act ("ADEA"), the Older Workers Benefits Protection Act ("OWBPA"), Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Labor Management Relations Act, and the Family Medical Leave Act, all as amended.

Excluded from this release are any claims for breach of this Settlement Agreement and any claims that cannot be waived by law, including but not limited to the right to file a charge with, or participate in an investigation conducted by, the Equal Employment Opportunity Commission ("EEOC") and/or the California Civil Rights Division (previously known as the Department of Fair Employment and Housing). Plaintiffs waive, however, their rights to any monetary recovery or other relief should any agency pursue claims on Plaintiffs' behalf that arose on or before the date of this Settlement Agreement.

C. Release of Unknown Claims by Named Plaintiffs Williams and Brown

For the purpose of implementing a full and complete release, Plaintiffs expressly acknowledge that the release they give in this Agreement is intended to include in its effect, without limitation, claims that they did not know or suspect to exist in their favor at the time of final execution of this Agreement, regardless of whether the knowledge of such claims, or the facts upon which they might be based, would materially have affected the settlement of this matter, and that the consideration given under the Agreement was also for the release of those claims and contemplates the extinguishment of any such unknown claims. In furtherance of the settlement, Plaintiffs waive any right they may have under California Civil Code section 1542 (and other similar statutes and regulations), which states:

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

D. No Additional Attorneys' Fees or Costs and Plaintiffs' Counsel Release

The Parties agree to bear their own attorneys' fees and costs related to this Action except as specifically provided above with respect to the Fee Amount.

Plaintiffs' Counsel agrees to release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA fees or costs incurred in connection with the Complaint and any claims that were or could have been asserted based on the facts stated in the Complaint and the PAGA Notice.

V. MISCELLANEOUS PROVISIONS

A. LWDA Notice

The LWDA will be given notice of this Settlement pursuant to the 2016 amendments to the PAGA. (Cal. Lab. Code § 2699(l)(2).) Plaintiffs will serve a copy of the Settlement to the LWDA on the same day the Settlement is filed with the Court.

Additionally, a copy of the Court's Final Order will be submitted to the LWDA within ten

(10) days after entry of the Final Order, pursuant to California Labor Code § 2699(1)(3).

B. Voluntariness

This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of any of the Parties, or of any other person, firm, or other entity.

C. Amendments

The terms and provisions of this Agreement may be amended or modified only by an express written agreement that is signed by the Plaintiffs and an authorized representative of Defendants.

D. Assignment

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, PAGA Settlement Member, the State of California, Plaintiffs' Counsel, or Defense Counsel without the express written consent of each Party. Plaintiffs expressly warrant that they have not transferred to any person or entity, any right or cause of action, or claim released by this Agreement.

E. Governing Law

This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California, irrespective of the State of California's choice of law principles.

F. Entire Agreement

This Agreement contains the entire understanding of the Parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants, or undertakings governing the subject matter of this Agreement other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings among the Parties hereto with respect to the subject matter hereof.

G. Waiver of Compliance

A waiver or failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

H. Counterparts

This Agreement, and any amendments hereto, may be executed in any number of counterparts and any Party and/or their respective counsel hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. A fax or PDF or DocuSign signature on this Agreement shall be as valid as an original signature.

I. Meet and Confer Regarding Dispute(s)

Should any dispute(s) arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, Plaintiffs' Counsel and Defense Counsel shall meet and confer to attempt to resolve such disputes prior to submitting such disputes to the Court.

J. Agreement Binding on Successors

This Agreement shall bind and inure to the benefit of the Parties hereto and to their respective successors, assigns, legatees, heirs, and personal representatives.

K. Cooperation in Drafting

The Parties have cooperated in the negotiation and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel, was the drafter or participated in the drafting of this Agreement.

L. Fair Settlement

Plaintiffs, Defendants, Plaintiffs' Counsel, and Defense Counsel believe that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms' length negotiations, taking into account all relevant factors, current and potential, and is consistent with public policy, and fully complies with applicable provisions of law.

M. Headings

The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement and shall not be considered in interpreting this Agreement.

N. Continuing Jurisdiction

The Parties agree that upon the occurrence of the Final Order pursuant to the terms of this Agreement, this Agreement shall be enforceable by the Court pursuant to Code of Civil Procedure section 664.6 and the Court shall retain exclusive and continuing equity jurisdiction of this Action over all Parties and the PAGA Settlement Members to the fullest extent to interpret, enforce and effectuate the terms, conditions, intents and obligations of the Agreement.

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O. Return of Aggrieved Employee Data

Information provided to Plaintiffs' Counsel pursuant to California Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than ninety (90) days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the Administrator's payment of all Settlement Funds, Defendants make a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

P. No Reliance on Representations

The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to this Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other Parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of making and executing this Agreement, or with respect to any such matters. No representations, warranties, or inducements have been made to any Party concerning this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth below.

APPROVED AND ACCEPTED.

Dated: 06/05, 2025

[signature]
Leslie Williams (Jun 5, 2025 17:09 PDT)

LESLIE WILLIAMS
Plaintiff and PAGA Representative

Dated: ______________, 2025

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David Brown
Plaintiff and PAGA Representative

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O. Return of Aggrieved Employee Data

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth below.

APPROVED AND ACCEPTED.

Dated: _____________, 2025

____
LESLIE WILLIAMS
Plaintiff and PAGA Representative

Dated: 06/05, 2025

David Brown
David Brown (Jun 5, 2025 17:12 PDT)
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David Brown
Plaintiff and PAGA Representative

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Dated: 6/13/2025

Signed by:
Randall Lewis

TRANSDEV BUSINESS SOLUTIONS, INC.
COMPASS TRANSPORTATION, INC.

By: Randall Lewis, Esq.
Title: General Counsel and Chief Ethics & Compliance Officer

Dated: 6/13/2025

Signed by:
Mathieu Le Bourhis

TRANSDEV BUSINESS SOLUTIONS, INC.
COMPASS TRANSPORTATION, INC.

By: Mathieu Le Bourhis
Title: Chief Financial Officer

APPROVED AS TO FORM AND ATTORNEY OBLIGATIONS ONLY

Dated: June 5, 2025

MATERN LAW GROUP, PC

By ______________________________
Joshua Boxer, Esq.
Dalia Khalili, Esq.
Attorneys for Plaintiff

HUSCH BLACKWELL, LLP

By ______________________________
Andrew Weissler, Esq.
Attorneys for Defendants