

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

This Private Attorneys General Act Settlement Agreement and Release (“Settlement” or “Settlement Agreement”) is made and entered into by and between Plaintiffs Lateesha Jones (“Jones”) and Tanya Mayen (“Mayen”) (collectively, “Plaintiffs”), as proxies for the State of California on behalf of themselves and the PAGA Employees (defined below), on the one hand, and Defendant Driven Brands Shared Services, LLC (“Defendant”) on its own behalf and on behalf of the Released Parties (defined below), on the other hand. This Settlement Agreement is subject to the terms and conditions set forth herein and the approval of the Court.

A. Definitions

Unless otherwise defined, capitalized terms used in this Settlement Agreement shall have the meanings set forth below:

1. **“Action”** means the civil lawsuit entitled *Lateesha Jones v. Driven Brands Shared Services, LLC*, pending in the Superior Court of the State of California for the County of Alameda, Case No. 22CV008219.

2. **“Administration Expenses Payment”** means the amount of money from the Gross Settlement Amount that the Court approves for payment to the Settlement Administrator for services rendered in administering the Settlement, which shall not exceed Five Thousand Dollars and Zero Cents (\$5,000.00).

3. **“Arbitration”** means Jones’ arbitration proceedings pending before the American Arbitration Association, AAA Case No. 01-23-0003-5032.

4. **“Court”** means the Superior Court of the State of California for the County of Alameda.

5. **“Cy Pres Recipient”** means, subject to the Court’s approval, Legal Aid at Work, the entity selected by the Parties to receive any uncashed funds remaining in the Settlement Fund Account following the Void Date, and any residual in the Settlement Fund Account due to rounding.

6. **“Defense Counsel”** means Matthew Riley of DLA Piper LLP (US).

7. **“Effective Date”** means the date this Settlement is approved as provided herein and the Court’s Settlement Approval Order and Judgment (defined below) becomes final and is no longer appealable. For purposes of this Settlement, “becomes final and is no longer appealable” shall mean the later of: (a) the day after the last date by which a notice of appeal to the applicable Court of Appeal of the Settlement Approval Order and Judgment may be timely filed and none is filed; (b) if an appeal is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or in any other manner that confirms the validity of the Settlement Approval Order and Judgment, the day after the last date for filing a request for further review of the Settlement Approval Order and Judgment passes, and no further review is requested; or (c) if an appeal is filed and the Settlement Approval Order and Judgment is affirmed and further review of the order is requested,

(i) the day after the request for review is denied with prejudice and/or no further review of the decision can be requested, or (ii) if review is accepted, the day after the California Supreme Court affirms the Settlement. The Effective Date cannot occur, and Defendant will not be obligated to fund this Settlement, unless and until there is no possibility of any appeal that could potentially prevent this Settlement from becoming final and binding.

8. **“Gross Settlement Amount”** means the maximum amount, subject to paragraph 30, that Defendant will be required to pay if the Court approves this Settlement and the Effective Date occurs, and which shall be Four Hundred Ninety-Five Thousand Dollars and Zero Cents (\$495,000.00). The Gross Settlement Amount will be used to pay: (a) the Service Awards to Plaintiffs; (b) the PAGA Counsel Fees Payment; (c) the PAGA Counsel Litigation Expenses Payment; (d) the Administration Expenses Payment; and (e) the PAGA Fund to the LWDA and PAGA Employees.

9. **“Individual PAGA Pay Periods”** means each PAGA Employee’s individual pay periods worked for Defendant in an hourly, non-exempt position in California during the PAGA Period, according to Defendant’s business records.

10. **“Individual PAGA Payment”** means the portion of the PAGA Fund paid to each PAGA Employee, as calculated pursuant to paragraph 47 herein. One hundred percent (100%) of the Individual PAGA Payments made to PAGA Employees shall be deemed 100% penalties and reported as miscellaneous income which shall be subject to IRS Form 1099 reporting only to the extent required by law.

11. **“LWDA”** means the California Labor & Workforce Development Agency.

12. **“Notice”** means the communication to each PAGA Employee to accompany their Individual PAGA Payment, which should be substantially in the form attached hereto as **Exhibit A**.

13. **“PAGA Counsel”** means Mehrdad Bokhour of Bokhour Law Group, P.C. and Joshua S. Falakassa of Falakassa Law, P.C.

14. **“PAGA Counsel Fees Payment”** means the amount of attorneys’ fees awarded by the Court from the Gross Settlement Amount to PAGA Counsel in full satisfaction of the services PAGA Counsel have provided and will provide in prosecuting and settling the Action and the Arbitration.

15. **“PAGA Counsel Litigation Expenses Payment”** means the amount of costs awarded by the Court from the Gross Settlement Amount to PAGA Counsel in full satisfaction of the costs PAGA Counsel have incurred and will incur in prosecuting and settling the Action and the Arbitration.

16. **“PAGA Employee List”** means the list of all PAGA Employees’ full names, most recent mailing addresses, and Social Security numbers on file with Defendant; and the number of Individual PAGA Pay Periods each PAGA Employee worked during the PAGA Period, according to Defendant’s business records.

17. **“PAGA Employees”** means Plaintiffs and all other individuals who worked in an hourly, non-exempt position for Defendant in California during the PAGA Period, according to Defendant’s business records.

18. **“PAGA Fund”** means the Gross Settlement Amount less the Court-approved Administration Expenses Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and Service Awards. Seventy-five percent (75%) of the PAGA Fund will be distributed to the LWDA and twenty-five (25%) will be distributed to the PAGA Employees.

19. **“PAGA Period”** means the period from March 9, 2021, through May 13, 2024.

20. **“Parties”** means Plaintiff and Defendant.

21. **“Released Parties”** means Defendant and its current and former parents, subsidiaries, affiliated corporations, and/or its or their present and former officers, partners, directors, managers, supervisors, employees, attorneys, agents, shareholders, and/or successors, assigns, and trustees.

22. **“Service Awards”** means the amount from the Gross Settlement Amount that the Court awards to Plaintiffs in recognition of their efforts in obtaining the benefits of the Settlement and as consideration for executing this Settlement Agreement and providing a Complete and General Release of all claims against the Released Parties, which shall not exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) to each Plaintiff.

23. **“Settlement Administrator”** means, subject to Court approval, ILYM Group, Inc., a third-party settlement claims administrator.

24. **“Settlement Approval Order and Judgment”** means the order that will be entered by the Court to approve the Settlement and enter judgment in the Action, which should be substantially in the form attached hereto as **Exhibit C**.

25. **“Settlement Fund Account”** means the bank account established by the Settlement Administrator pursuant to the terms of this Settlement Agreement, from which all monies payable under the terms of this Settlement shall be paid, as set forth herein.

26. **“Total PAGA Pay Periods”** means the total number of pay periods worked in a non-exempt position for Defendant in California by all PAGA Employees during the PAGA Period, according to Defendant’s business records.

27. **“Void Date”** means the 181st day after issuance of Individual PAGA Payment checks to PAGA Employees, and the date on which the Individual PAGA Payment checks will no longer be valid and negotiable.

B. Consideration

28. **No Admission of Liability.** Defendant has contended and continues to contend that the allegations in the Action and the Arbitration have no merit and do not give rise to liability. This Settlement Agreement is a compromise of such disputed claims. Nothing contained in this

Settlement Agreement, and no documents referred to herein, and no action taken to carry out this Settlement Agreement may be construed or used as an admission by Defendant or any of the Released Parties of any fault, wrongdoing, or liability whatsoever.

29. Gross Settlement Amount. Provided that the Court approves the Settlement and the Effective Date occurs, Defendant will fund the Gross Settlement Amount of Four Hundred Ninety-Five Thousand Dollars and Zero Cents (\$495,000.00) into the Settlement Fund Account established by the Settlement Administrator. Other than as provided for in paragraph 30, under no circumstances will Defendant be required to pay more than the Gross Settlement Amount. Subject to the Court's approval, the Gross Settlement Amount shall be allocated as follows:

- a. PAGA Counsel Fees Payment. Plaintiffs represent and warrant that they have been represented in the Arbitration and/or the Action only by Bokhour Law Group, P.C. and Falakassa Law, P.C. Defendant will not oppose Plaintiffs' application to the Court for an award of One Hundred Sixty-Five Thousand Dollars and Zero Cents (\$165,000.00) in attorneys' fees. The Court will determine the amount of PAGA Counsel Fees Payment to award and the allocation of the PAGA Counsel Fees Payment among PAGA Counsel. This Settlement is not contingent upon the Court awarding any particular amount in PAGA Counsel Fees Payment. If the Court awards less than the full amount of PAGA Counsel Fees Payment requested by Plaintiffs, the unawarded amount shall become part of the PAGA Fund.

The PAGA Counsel Fees Payment awarded by the Court shall be paid in full satisfaction of all claims Plaintiffs may have for attorneys' fees arising out of Plaintiffs' prosecution of the Arbitration and Action. Other than as contemplated in paragraph 36 below, neither PAGA Counsel nor any other current or past counsel for Plaintiffs and/or PAGA Employees shall be permitted to petition the Court for, or to accept, any additional payments for attorneys' fees from Defendant or the Released Parties related to the Action and/or Arbitration.

- b. PAGA Counsel Litigation Expenses Payment. Defendant will not oppose Plaintiffs' application to the Court for an award of up to Twenty-Five-Thousand Dollars and Zero Cents (\$25,000.00) for actual costs incurred. The Court will determine the amount of PAGA Counsel Litigation Expenses Payment to award and the allocation of the PAGA Counsel Litigation Expenses Payment among PAGA Counsel. This Settlement is not contingent upon the Court awarding any particular amount in PAGA Counsel Litigation Expenses Payment. If the Court awards less than the full amount of PAGA Counsel Litigation Expenses Payment requested by Plaintiffs, the unawarded amount shall become part of the PAGA Fund.

The PAGA Counsel Litigation Expenses Payment awarded by the Court shall be paid in full satisfaction of all claims Plaintiffs may have for costs arising out of Plaintiffs' prosecution of the Actions. Other than as contemplated in paragraph 36 below, neither PAGA Counsel nor any other current or past counsel for Plaintiffs and/or PAGA Employees shall be permitted to petition the Court for, or to accept, any additional payments for litigation costs from Defendant or the Released Parties related to the Action and/or Arbitration.

- c. Plaintiffs' Service Awards. Defendant will not oppose Plaintiffs' application to the Court for an award of Service Awards not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) each for their work in prosecuting the Arbitration and/or Action and securing this Settlement and in exchange for Plaintiffs' Complete and General Release. The Court will determine the amount of Service Awards to award. This Settlement is not contingent upon the Court awarding any particular amount for Service Awards. If the Court awards less than the full amount of Service Awards requested by Plaintiffs, the unawarded amount shall become part of the PAGA Fund.
- d. Administration Expenses Payment. The Parties agree that up to Five Thousand Dollars and Zero Cents (\$5,000.00) of the Gross Settlement Amount shall be paid to the Settlement Administrator for the Administration Expenses Payment. The Court will determine the amount of the Administration Expenses Payment to award. If the Court awards less than the full amount of the Administration Expenses Payment requested by Plaintiffs, any unawarded amount shall be become part of the PAGA Fund.
- e. PAGA Fund. The Parties agree that the PAGA Fund shall be paid to the LWDA and the PAGA Employees in full satisfaction of all claims for PAGA civil penalties for alleged violations of the California Labor Code, Wage Orders, regulations, and/or other provisions of law set forth Jones' notice letter to the LWDA dated March 9, 2022, in the Action, and in the Arbitration. Seventy-five percent (75%) of the PAGA Fund, which based on the numbers currently reflected in this Agreement and subject to the Court's approval amounts to approximately \$210,000, will be paid to the LWDA. The remaining twenty-five percent (25%) of the PAGA Fund, which based on the numbers currently reflected in this Agreement and subject to the Court's approval amounts to approximately \$70,000, will be paid to all PAGA Employees as Individual PAGA Payments pursuant to the calculation method set forth in paragraph 47.

30. Escalator Clause/Shortening of PAGA Period. The Settlement was negotiated based on an estimate that PAGA Employees worked a total of approximately 21,744 Total PAGA Pay Periods during the PAGA Period. If the actual number of Total PAGA Pay Periods is determined to be more than 10% larger than the estimated number of 21,744 Total PAGA Pay Periods (*i.e.*, 23,918.4 or more Total PAGA Pay Periods), then Defendant shall have the option to: (a) increase the Gross Settlement Amount by the percentage by which the actual number of Total PAGA Pay Periods exceeds the estimated number of 23,918.4 Total PAGA Pay Periods; or (b) make the end of the PAGA Period earlier than May 13, 2024, so that the PAGA Period ends on the last day of the pay period during which the Total PAGA Pay Periods exceeded 23,918.4.

31. Plaintiffs' Complete and General Release. In consideration of Defendant's promises and agreements as set forth herein, Plaintiffs, on behalf of themselves and their respective heirs, executors, representatives, administrators, agents and assigns, hereby irrevocably, unconditionally, fully and forever release, waive, and discharge Defendant and the Released Parties from any and all claims, demands, actions, causes of actions, judgments, rights, fees, damages, debts, obligations, liabilities, and expenses (inclusive of attorneys' fees) of any kind

whatsoever, whether known or unknown, that Plaintiffs may have or have ever had against Defendant or the Released Parties, or any of them, arising out of, or in any way related to Plaintiffs' hiring by, employment with, and termination from Defendant by reason of any actual or alleged act, omission, transaction, practice, conduct, occurrence, or other matter from the beginning of time up to and including the date of Plaintiffs' execution of this Agreement ("**Complete and General Release**"). This Complete and General Release also includes, but is not limited to, any alleged violation by Defendant or the Released Parties of the laws, statutes, or regulations of the State of California, the United States, or any other jurisdiction, including, but not limited to, any and all statutory and common law claims for: defamation; fraud; conversion; slander; breach of contract; breach of the implied covenant of good faith and fair dealing; inducement of breach; interference with contract or prospective economic advantage; wrongful or unlawful discharge or demotion; violation of public policy; invasion of privacy; intentional or negligent infliction of emotional distress; intentional or negligent misrepresentation; conspiracy; bona fide disputes regarding failure to pay wages, bonuses, benefits, vacation pay, sick pay, severance pay, attorneys' fees, costs, penalties or any compensation of any sort; unlawful failure to prevent discrimination, retaliation or harassment on the basis of race, color, sex, national origin, ancestry, age, disability, handicap, medical condition or any other protected class or status; any claim under the Title VII of the Civil Rights Act of 1964, Section 1981 of U.S.C. Title 42, the Americans with Disabilities Act, the Worker Adjustment and Retraining Notification Act, the California Equal Pay Act, the state or federal Equal Pay Act, the Fair Labor Standards Act, California Labor Code, the California Constitution, the California Fair Employment and Housing Act, the Older Workers' Benefit Protection Act of 1990, the Age Discrimination in Employment Act, the Occupational Safety and Health Act or any other health/safety laws, statutes or regulations; violation of the Employee Retirement Income Security Act of 1974, the Internal Revenue Code, the California Family Rights Act, California's New Parent Leave Act, the Federal Family and Medical Leave Act, the Fair Credit Reporting Act, the Consumer Credit Reporting Agencies Act, or the California Investigative Consumer Reporting Agencies Act.

Plaintiffs agree and understand that Defendant and Plaintiffs have had a bona fide dispute regarding, *inter alia*, wages owed.

Plaintiffs' Complete and General Release includes a waiver of all rights and benefits afforded by California Civil Code section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiffs knowingly abandon, release, waive, and relinquish all rights and benefits that they may acquire under California Civil Code section 1542 pertaining to the matters described in the Complete and General Release. Plaintiffs further acknowledge that this waiver of the provisions of section 1542 was separately bargained for and is an essential and material term of this Agreement.

However, Plaintiffs are not waiving any rights Plaintiffs may have to: (a) vested accrued employee benefits under Defendant's health, welfare, or retirement benefit plans; (b) benefits and/or the right to seek benefits under applicable workers' compensation and/or unemployment compensation statutes; (c) pursue claims which by law cannot be waived by signing this Agreement; and/or (d) enforce this Agreement.

Nothing in this Agreement shall interfere with Plaintiffs' right to provide information to, participate in an investigation by, file a charge or complaint with, or testify in front of the National Labor Relations Board, the Equal Employment Opportunity Commission, a state or local fair employment practices agency, the Securities and Exchange Commission, the Occupational Safety and Health Administration, or any other governmental, regulatory, or self-regulatory agency. However, the consideration provided to Plaintiffs in this Agreement shall be the sole relief provided to Plaintiffs for the claims that are released by Plaintiffs herein and Plaintiffs will not be entitled to recover and agree to waive any monetary, equitable, or other administrative relief or recovery directly from Defendant in connection with any such claim, charge, or proceeding without regard to who has brought such complaint or charge. Nothing in this Agreement prohibits Plaintiffs from recovering any bounties or other rewards offered by the government or available under the law. Plaintiffs do not need prior authorization of any kind to make any such reports or disclosures, and Plaintiffs are not required to notify Defendant that they have made such reports or disclosures.

32. PAGA Release. As of the Effective Date, Plaintiffs – on behalf of themselves, the State of California, and the PAGA Employees – agree to release and discharge the Released Parties from any and all claims, rights, demands, and liabilities for civil penalties under PAGA based on Defendant's alleged violations of Labor Code sections 201-203, 204, 210, 226, 226(a), 226(e), 226.3, 226.7, 246, 510, 512, 516, 558, 1174, 1194, 1197.1, 1198, 1199, and the applicable Industrial Welfare Commission Wage Orders, in California during the PAGA Period that were, or will be, asserted in the Action or that are reasonably related to the facts alleged in the Action (“PAGA Release”). This PAGA Release also includes all claims that Plaintiffs and/or the PAGA Employees may have against Defendant or the Released Parties relating to the payment, taxation, and allocation of PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment pursuant to this Settlement Agreement, and the payment, taxation, and allocation of Plaintiffs' Service Awards pursuant to this Settlement Agreement.

33. Res Judicata Effect. Upon the Effective Date, the Parties agree that this Settlement Agreement and the PAGA Release contained herein shall have full *res judicata* effect on, and shall be final and binding as to, Plaintiffs, the State of California, and all PAGA Employees as permitted by law.

C. Settlement Administration Procedures

34. Amendment of Complaint and Settlement Approval Motion. As soon as practicable after execution of this Settlement Agreement, and no later than July 31, 2024, Plaintiffs will file a stipulation to permit Jones to file an Amended Complaint adding Mayen as a named plaintiff in the Action substantially in the form attached as **Exhibit B**; file a motion for approval of the Settlement in the Action; present this Settlement Agreement, including **Exhibits A-D**, to the Court; and request that the Court issue a Settlement Approval Order and Judgment, substantially in the

form attached as **Exhibit C**. Within seven (7) business days of the Court's approval of the Settlement and entry of judgment as reflected in Exhibit C in the Action, Jones shall effectuate the dismissal of the Arbitration with prejudice. The Parties shall cooperate and draft any necessary pleadings to effectuate the dismissal of the Action and the Arbitration. Nevertheless, PAGA Counsel will be primarily responsible for drafting all documents necessary to obtain approval of the Settlement and dismissal of the Action and the Arbitration, though the Parties will meet and confer on such materials. Defendant agrees not to oppose Plaintiffs' motion for approval of the Settlement unless the motion is inconsistent with the terms set forth in this Settlement Agreement and/or the data underlying the Settlement (*e.g.*, the number of PAGA Employees and Total PAGA Pay Periods). Plaintiffs shall provide Defendant with a draft of their motion for approval of the Settlement at least one week before the motion is to be filed so that Defendant may confirm the motion is accurate as to the settlement data referenced in the motion.

35. LWDA Notices. Pursuant to California Labor Code section 2699(l)(1), PAGA Counsel will provide a copy of this Settlement Agreement to the LWDA concurrently with the filing of the motion for approval of the Settlement. PAGA Counsel will also file a declaration in support of the motion for approval of the Settlement confirming that Plaintiffs have submitted the Settlement Agreement to the LWDA in compliance with Labor Code section 2699(l)(1).

Pursuant to California Labor Code section 2699(l)(3), PAGA Counsel will also provide a copy of the Court-approved Settlement Approval Order and Judgment in the Action to the LWDA within ten (10) days after entry of the Settlement Approval Order and Judgment.

36. Judgment and Continued Jurisdiction. After entry of the Settlement Approval Order and Judgment, the Court will have continuing and exclusive jurisdiction for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement Agreement; (b) matters relating to the administration of the Settlement; and (c) such post-Judgment matters as may be appropriate under California Code of Civil Procedure section 664.6, or as set forth in this Settlement Agreement. The Parties understand and agree if any party brings an action to enforce this Agreement, the prevailing party shall be entitled to its/her reasonable attorneys' fees and costs.

37. Settlement Administrator. The Parties agree, subject to the Court's approval, to retain ILYM Group, Inc. to administer this Settlement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest. The Settlement Administrator shall be responsible for: establishing the Settlement Fund Account; disbursing payment of PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment to PAGA Counsel; disbursing payment of the Service Awards to Plaintiffs; disbursing payment to the LWDA of seventy-five percent (75%) of the PAGA Fund; disbursing payment to the PAGA Employees of twenty-five percent (25%) of the PAGA Fund; preparing, printing, and mailing the Individual Settlement Checks and accompanying Notice to PAGA Employees; printing and providing PAGA Employees, Plaintiffs, and PAGA Counsel with IRS Form 1099's to the extent required by law; providing a due diligence declaration for submission to the Court upon completion of administration of the Settlement; disbursing to itself the Administration Expenses Payment; and such other tasks as the Parties mutually agree or the Court orders. The Settlement Administrator shall keep the Parties timely apprised of the performance of all settlement administration

responsibilities. Any legally mandated tax reports, tax filings, or other tax documents required by the administration of this Settlement shall be prepared by the Settlement Administrator.

38. Dismissal of Arbitration. Within seven (7) days of the Effective Date, Jones shall file a request with the American Arbitration Association to dismiss the Arbitration with prejudice.

39. PAGA Employee List. On or before the Effective Date, Defendant will provide the Settlement Administrator with the PAGA Employee List, which shall be used solely for the administration of this Settlement and for no other purpose, and which shall not be shared with any persons or entity not employed by the Settlement Administrator and working on the administration of this Settlement. Because PAGA Employees' sensitive personal information is included in the PAGA Employee List, the Settlement Administrator shall perform its obligations under the terms and conditions set forth in the Information Security Agreement, attached hereto as **Exhibit D**, and the Court's Settlement Approval Order and Judgment.

40. Funding the Settlement. Within twenty-one (21) days following the Effective Date, Defendant shall fund the Settlement by depositing the Gross Settlement Amount into the Settlement Fund Account.

41. Payment of PAGA Counsel Fees Payment. Provided that PAGA Counsel each provide the Settlement Administrator with executed IRS Form W-9 by the Effective Date, the Settlement Administrator shall pay PAGA Counsel from the Settlement Fund Account the amount of the PAGA Counsel Fees Payment allocated by the Court to each PAGA Counsel within twenty-eight (28) days following the Effective Date. The Settlement Administrator shall issue an IRS Form 1099 statement to each PAGA Counsel and as otherwise required by law for the respective payments made pursuant to this paragraph.

42. Payment of PAGA Counsel Litigation Expenses Payment. Provided that PAGA Counsel each provide the Settlement Administrator with an executed IRS Form W-9 by the Effective Date, the Settlement Administrator shall pay PAGA Counsel from the Settlement Fund Account the amount of PAGA Counsel Litigation Expenses Payment allocated by the Court to each PAGA Counsel within twenty-eight (28) days following the Effective Date. The Settlement Administrator shall issue an IRS Form 1099 statement to each PAGA Counsel and as otherwise required by law for the respective payments made pursuant to this paragraph.

43. Payment of Service Awards. Provided that Plaintiffs provide the Settlement Administrator with an executed IRS Form W-9 by the Effective Date, the Settlement Administrator shall pay Plaintiffs from the Settlement Fund Account the Service Awards within twenty-eight (28) days following the Effective Date. The Settlement Administrator (and not Defendant) shall issue IRS Form 1099 statements to Plaintiffs for these payments. Plaintiffs shall be solely and legally responsible for paying any and all applicable taxes on their Service Awards and shall hold Defendant and the Released Parties harmless from any claim or liability for taxes, penalties, or interest arising as a result of the Service Awards. The Service Awards shall be in addition to Plaintiffs' Individual PAGA Payments, which they shall receive as PAGA Employees.

44. Administration Expenses Payment. Within twenty-eight (28) days following the Effective Date, the Settlement Administrator shall pay from the Settlement Fund Account the Court-approved Administration Expenses Payment.

45. Payment to LWDA. Within twenty-eight (28) days following the Effective Date, the Settlement Administrator shall issue from the Settlement Fund Account a check payable to the LWDA for seventy-five percent (75%) of the PAGA Fund.

46. Individual PAGA Payments. Within twenty-eight (28) days following the Effective Date, the Settlement Administrator shall issue from the Settlement Fund Account Individual PAGA Payments for the twenty-five percent (25%) of the PAGA Fund to be paid to PAGA Employees. Prior to mailing the Individual PAGA Payments, the Settlement Administrator will perform a search based on the National Change of Address database for information to update and correct for any known or identifiable address changes. Any checks returned as non-deliverable on or before the Void Date will be sent promptly via regular First Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip trace, or other search using the name, address, and/or Social Security number of the PAGA Employee involved, and will then perform a single re-mailing. Any checks issued to PAGA Employees shall remain valid and negotiable for one hundred eighty (180) days from the date of their issuance and then shall become void on the 181st day after issuance, *i.e.*, the Void Date. Any check re-mailings will not extend the Void Date.

47. Calculation of Individual PAGA Payments. All PAGA Employees will receive an Individual PAGA Payment. The amount of each PAGA Employee's Individual PAGA Payment will be calculated based on the following formula: Individual PAGA Payment = (Individual PAGA Pay Periods ÷ Total PAGA Pay Periods) × (25% of the PAGA Fund).

48. Unclaimed Funds. Subject to the Court's approval, the Parties agree that any unclaimed funds from any PAGA Employee whose Individual PAGA Payment check is uncashed and cancelled after the Void Date, and any residual in the Settlement Fund Account due to rounding, shall be transmitted by the Settlement Administrator to the Cy Pres Recipient. The Parties, Class Counsel, and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient. The Settlement Administrator shall make this payment to the Cy Pres Recipient prior to the deadline set by the Court pursuant to California Code of Civil Procedure section 384.

49. Tax Treatment of Individual PAGA Payments. One hundred percent (100%) of each Individual PAGA Payment shall be deemed 100% penalties and reported as miscellaneous income for which the Settlement Administrator shall issue an IRS Form 1099 only to the extent required by law.

50. Administration of Taxes. The Settlement Administrator will be responsible for issuing to Plaintiffs, PAGA Employees, and PAGA Counsel IRS Form 1099s or other tax forms as may be required by law for all amounts paid pursuant to this Settlement.

51. Certification of Completion. Within seven (7) days of issuing payment to the Cy Pres Recipient for any unclaimed funds and/or residual, the Settlement Administrator will provide the Parties with a written declaration under oath certifying that it has completed administration of the Settlement. PAGA Counsel shall file this declaration with the Court within seven (7) days of receipt.

D. Miscellaneous Provisions

52. Nullification of Settlement Agreement. In the event that (a) the Court does not approve the Settlement as provided herein or (b) the Effective Date does not occur for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, and the Parties shall be returned to their respective positions as of the date and time immediately prior to the execution of this Settlement Agreement, and the Parties shall proceed in all respects as if this Settlement Agreement had not been executed, except that any Administration Expenses Payment already incurred by the Settlement Administrator shall be paid by the Parties in equal shares.

53. No Effect on Employee Benefits. Amounts paid to Plaintiffs and other PAGA Employees pursuant to this Settlement Agreement do not count as earnings or compensation for purposes of any benefits (e.g., 401(k) plans or retirement plans) sponsored by Defendant.

54. Tax Liability. The Parties make no representation as to the tax treatment or legal effect of the payments called for hereunder, and the Parties are not relying on any statement, representation, or calculation by any of the Parties or by the Settlement Administrator in this regard. Plaintiffs understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein and will hold PAGA Counsel, Defendant, the Released Parties, and the Settlement Administrator free and harmless from and against any claims resulting from treatment of such payments as non-taxable damages. Each Party to this Settlement (for purposes of this section, the “Acknowledging Party” and each Party to this Settlement Agreement other than the Acknowledging Party, an “other Party”) acknowledges and agrees that: (a) no provision of this Settlement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor will any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended); (b) the Acknowledging Party (i) has relied exclusively upon his, her, or its own independent legal and tax counsel for advice (including tax advice) in connection with this Settlement, (ii) has not entered into this Settlement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (iii) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any other Party to avoid any tax penalty that may be imposed on the Acknowledging Party; and (c) no attorney or advisor to any other Party has imposed any limitation that protects the confidentiality of any such attorney’s or adviser’s tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the Acknowledging Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Settlement Agreement.

55. No Prior Assignments. Plaintiffs and PAGA Counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to

assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right herein released and discharged.

56. No Pending Lawsuits By Plaintiffs. Other than the Action, the Arbitration, and their written notices to the LWDA, Plaintiffs represent that they do not have any pending lawsuits, administrative complaints, or charges against Defendant or any of the Released Parties in any local, state, or federal court or administrative agency. Plaintiffs further acknowledge that all claims raised therein, if any, shall be fully and finally extinguished by virtue of this Settlement Agreement and the Court's Settlement Approval Order and Judgment.

57. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

58. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the entirety of the terms of Parties' settlement agreement, and no oral or written representations, warranties, or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits other than the representations, warranties, and covenants contained and memorialized in the Settlement Agreement and its Exhibits.

59. Amendment or Modification. This Agreement may be amended or modified only by a formal written instrument signed by all Parties or their successors-in-interest.

60. Authorization to Enter Into Settlement Agreement. The person signing this Settlement Agreement on behalf of Defendant represents and warrants that he is authorized to sign this Settlement Agreement on behalf of Defendant. Plaintiffs represent and warrant that they are authorized to sign this Settlement Agreement and that they have not assigned any claim covered by this Settlement to a third party.

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

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

63. Execution and Counterparts. The Settlement Agreement may be executed by wet signature, by facsimile or scanned signature, or by DocuSign in one or more counterparts. All executed counterparts and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

64. Waiver of Certain Appeals. In the event the Court approves this Settlement, the Parties agree to waive appeals concerning this Settlement.

65. Headings. The headings and paragraph numbers in this Settlement Agreement are inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or intent of the provisions of this Settlement Agreement.

66. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

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

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

69. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

70. Publicity. The Parties and their counsel agree not to publicize the fact of, amount, or terms of the Settlement in any way, including by way of press releases, initiating contact with the press, responding to any press inquiries, or communicating with the press. Plaintiffs and their counsel also agree not to reference this Settlement in any communication, including on social media, in any advertisement or on any website. The Parties and their counsel shall keep this Settlement and its terms confidential except as necessary to obtain approval of and to implement the Settlement. This provision shall not preclude PAGA Counsel from responding to any inquiries from PAGA Employees about the effect of the Settlement on their legal rights.

71. Construction. The Parties agree that the terms and conditions of this Settlement are the result of lengthy, intensive arms-length negotiations between the Parties and that this Settlement shall not be construed in favor of or against any Party by reason of the extent to which any Party or her or its counsel participated in the drafting of this Settlement.

[signatures on following page]

DATED: _____

DRIVEN BRANDS SHARED SERVICES, LLC

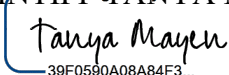
By: _____
Name: _____
Title: _____

DATED: _____

PLAINTIFF LATEESHA JONES

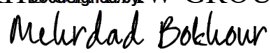
7/12/2024
DATED: _____

PLAINTIFF TANYA MAYEN

DocuSigned by

39F0590A08A84F3...

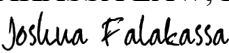
7/12/2024
DATED: _____

BOKHOUR LAW GROUP, P.C.

DocuSigned by

D8D3643F271940F...
Mehrdad Bokhour
Attorney for Plaintiffs

7/12/2024
DATED: _____

FALAKASSA LAW, P.C.

DocuSigned by

15A628B2C5A149C...
Joshua S. Falakassa
Attorney for Plaintiffs

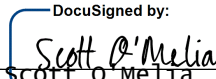
DATED: _____

DLA PIPER LLP (US)

Matthew Riley
Attorney for Defendant

DATED: July 12, 2024

DRIVEN BRANDS SHARED SERVICES, LLC

By: 
Name: scott o'Melia
Title: scott o'Melia

DATED: _____

PLAINTIFF LATEESHA JONES

DATED: _____

PLAINTIFF TANYA MAYEN

DATED: _____

BOKHOUR LAW GROUP, P.C.

Mehrdad Bokhour
Attorney for Plaintiffs

DATED: _____

FALAKASSA LAW, P.C.

Joshua S. Falakassa
Attorney for Plaintiffs

DATED: July 15, 2024

DLA PIPER LLP (US)

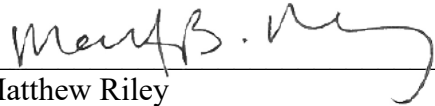

Matthew Riley
Attorney for Defendant

Exhibit A

<<FIRST_NAME>> <<LAST_NAME>>
<<ADDRESS 1>>
<<ADDRESS 2>>

The parties to the lawsuit entitled *Lateesha Jones v. Driven Brands Shared Services, LLC*, filed in the Superior Court of the State of California for the County of Alameda, Case No. 22CV008219 (the “Action”), have reached a settlement that affects you. Plaintiffs Lateesha Jones and Tanya Mayen (“Plaintiffs”), as proxies for the State of California and on behalf of all other individuals who worked in an hourly, non-exempt position for Driven Brands Shared Services, LLC (“Driven Brands”) in California at any time from March 9, 2021, through May 13, 2024 (“PAGA Employees”), have alleged that Driven Brands violated various provisions of the California Labor Code. Generally, Plaintiffs sought civil penalties under the California Private Attorneys General Act (“PAGA”), claiming that Driven Brands failed to pay overtime wages and sick pay at the correct regular rate of pay, failed to provide meal periods or pay meal period premiums for non-compliant meal periods, failed to authorize and permit rest periods or pay rest period premiums for non-compliant rest periods, issued inaccurate wage statements, and failed to pay all wages due at the time of termination.

Driven Brands denies each of Plaintiffs’ claims. However, to avoid the time and expense associated with further litigation, Plaintiffs and Driven Brands agreed to settle the case.

Pursuant to the release approved by the Court, Plaintiffs, as proxies for the State of California and on behalf of all PAGA Employees, released the Released Parties from any and all claims, rights, demands, and liabilities for civil penalties under PAGA based on Driven Brands’ alleged violations of Labor Code §§ 201-203, 204, 210, 226, 226(a), 226(e), 226.3, 226.7, 246, 510, 512, 516, 558, 1174, 1194, 1197.1, 1198, 1199, and the applicable Industrial Welfare Commission Wage Orders, in California during the PAGA Period that were asserted in the Action or that are reasonably related to the facts alleged in the Action. The PAGA Release only applies to claims for civil penalties under PAGA, and not any other individual claim or right that you may have.

The Released Parties are Driven Brands and its current and former parents, subsidiaries, affiliated corporations, and/or its or their present and former officers, partners, directors, managers, supervisors, employees, attorneys, agents, shareholders, and/or successors, assigns, and trustees.

According to Driven Brands’ records, you are a PAGA Employee and are therefore entitled to a share of the settlement. Enclosed is a check representing your share of the settlement. The check shall remain valid for one hundred eighty (180) days. The value of checks remaining uncashed for more than 180 days after issuance will be paid to Legal Aid at Work. One hundred percent (100%) of your share of the settlement shall be deemed penalties and reported as miscellaneous income for which an IRS Form 1099 will be issued, if required by law. You shall be solely and legally responsible for paying any and all applicable taxes on your share of the settlement.

If you have any questions, please contact:

Settlement Administrator
Address
Telephone

Exhibit B

Julie A. Dunne (Bar No. CA-160544)
julie.dunne@us.dlapiper.com
Matthew Riley (Bar No. CA-257643)
matthew.riley@us.dlapiper.com
DLA PIPER LLP (US)
4365 Executive Drive, Suite 1100
San Diego, California 92121-2133
Tel: 858.677.1400
Fax: 858.677.1401

Attorneys for Defendant
DRIVEN BRANDS SHARED SERVICES, LLC

[Plaintiff's counsel listed on following page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

LATEESHA JONES, on behalf of herself and
all others similarly situated aggrieved
employees,

Plaintiff,

v.

DRIVEN BRANDS SHARED SERVICES,
LLC, a Delaware Corporation; and DOES 1-
50, inclusive,

Defendants.

Case No. 22CV008219

ASSIGNED FOR ALL PURPOSES TO:
MICHAEL MARKMAN, DEPT. 23

**STIPULATION TO PERMIT PLAINTIFF
TO FILE SECOND AMENDED
COMPLAINT; [PROPOSED] ORDER**

Complaint Filed: March 10, 2022
FAC Filed: May 26, 2022
Trial Date: None Set

1 Mehrdad Bokhour (Bar No. CA-285256)
2 mehrdad@bokhourlaw.com
3 BOKHOUR LAW GROUP, P.C.
4 1901 Avenue of the Stars, Suite 450
5 Los Angeles, California 90067
6 Tel: 310.975.1493
7 Fax: 310.675.0861

8 Joshua Falakassa (Bar No. CA-295045)
9 josh@falakassalaw.com
10 FALAKASSA LAW, P.C.
11 1901 Avenue of the Stars, Suite 450
12 Los Angeles, California 90067
13 Tel: 818.456.6168
14 Fax: 888.505.0868

15 Attorneys for Plaintiff
16 LATEESHA JONES
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Plaintiff Lateesha Jones (“Plaintiff”) and Defendant Driven Brands Shared Services, LLC (“Defendant”) (collectively, the “Parties”), by and through their respective counsel of record, hereby stipulate, subject to the Court’s approval, to permit Plaintiff to file a Second Amended Complaint to add an additional plaintiff, Tanya Mayen, in light of the Parties’ settlement in principal of this action.

WHEREAS, Plaintiff commenced this action on March 10, 2022;

WHEREAS, Plaintiff filed the operative First Amended Complaint on May 26, 2022;

WHEREAS, on November 9, 2022, the Court granted Defendant’s motion to compel Plaintiff to arbitrate her individual Private Attorneys General Act (“PAGA”) claims and stayed the litigation of Plaintiff’s non-individual PAGA claims pending resolution of the arbitration of Plaintiff’s individual PAGA claims;

WHEREAS, on or about August 21, 2023, Plaintiff commenced arbitration proceedings on her individual PAGA claims;

WHEREAS, on April 23, 2024, the Parties participated in a private mediation with experienced wage-and-hour mediator Tripper Ortman;

WHEREAS, although the Parties did not reach a settlement during the mediation, the Parties continued to engage in settlement discussions following mediation, and on May 13, 2024, the Parties reached an agreement in principle to settle this action; and

WHEREAS, as part of the Parties’ settlement, the Parties have agreed to permit Plaintiff to file the Second Amended Complaint attached hereto as Exhibit A which is intended to add an additional plaintiff, Tanya Mayen.

THEREFORE, in light of the foregoing, the Parties hereby stipulate and agree:

1. Plaintiff is granted leave to file the Second Amended Complaint attached hereto as Exhibit A within ten days of the Order granting said leave;

2. Defendant’s deadline to file a responsive pleading to the Second Amended Complaint shall be stayed pending the settlement approval process, during which time Defendant shall be deemed to have denied all allegations generally and specifically; and

////

3. Defendant reserves all of its rights, remedies and defenses, none of which are waived.
IT IS SO STIPULATED.

Dated: July __, 2024

DLA PIPER LLP (US)

By: _____
Matthew Riley
Attorney for Defendant
DRIVEN BRANDS SHARED SERVICES, LLC

Dated: July __, 2024

BOKHOUR LAW GROUP, P.C.

By: _____
Mehrdad Bokhour
Attorney for Plaintiff
LATEESHA JONES

[PROPOSED] ORDER

GOOD CAUSE APPEARING, the Court GRANTS the Parties' Stipulation. Accordingly,
IT IS HEREBY ORDERED:

1. Plaintiff is granted leave to file the Second Amended Complaint attached to the Parties' Stipulation as Exhibit A within ten days of this Order; and
2. Defendant's deadline to file a responsive pleading to the Second Amended Complaint shall be stayed pending the settlement approval process, during which time Defendant shall be deemed to have denied all allegations generally and specifically.

IT IS SO ORDERED.

Dated: _____

HON. MICHAEL MARKMAN
JUDGE OF THE SUPERIOR COURT

Exhibit C

LATEESHA JONES and TANYA MAYEN,
on behalf of themselves and all others similarly
situated aggrieved employees,

Plaintiffs,

v.

DRIVEN BRANDS SHARED SERVICES,
LLC, a Delaware Corporation; and DOES 1-
50, inclusive,

Defendants.

Complaint Filed: March 10, 2022
FAC Filed: May 26, 2022
SAC Filed: July __, 2024

This matter came before this Court on the motion for approval of the Parties’ Private Attorneys General Act Settlement Agreement and Release (“Settlement” or “Settlement Agreement”) filed by Plaintiffs Lateesha Jones and Tanya Mayen (collectively, “Plaintiffs”). Plaintiffs filed their motion pursuant to California’s Private Attorneys General Act, California Labor Code § 2698 *et seq.* (“PAGA”). The Court, having considered the Settlement, the papers filed in support of the motion, and the arguments of counsel, has determined that the Settlement provides genuine and meaningful relief under PAGA and is fair, adequate, and reasonable. Therefore, the Court hereby ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:

1. The Court has jurisdiction over the subject matter of this Action and over all Parties to the Action.

2. This Approval Order incorporates the Settlement Agreement agreed to between Plaintiffs, on behalf of themselves, the State of California, and PAGA Employees, on the one hand, and Defendant Driven Brands Shared Services, LLC (“Defendant”), on behalf of itself and the Released Parties, on the other hand. Unless otherwise provided herein, all capitalized terms used herein shall have the same meaning as defined in the Settlement Agreement.

3. The Court hereby finds that Plaintiffs notified the Labor and Workforce Development Agency (“LWDA”) of the Settlement at the time Plaintiffs filed their motion for approval of the Settlement and in accordance with the notice requirements of California Labor Code section 2699(*l*). The Court has received no feedback from the LWDA regarding the Settlement.

4. The Court finds that the Settlement has been reached as a result of serious and non-collusive, arm's-length negotiations. The Court has considered the nature of the claims, the procedural history of this case, the amounts paid in settlement, and the allocation of settlement proceeds among the LWDA and the PAGA Employees. The Court hereby finds the Settlement involves the resolution of a bona fide dispute, was entered into in good faith, and provides genuine and meaningful relief under the PAGA. The Court therefore approves the Settlement as fair, adequate, and reasonable and directs the Parties to effectuate the Settlement according to the terms outlined in the Settlement Agreement.

5. Defendant will not be required to pay any additional amounts to settle the Action other than the Gross Settlement Amount specifically set forth in the Settlement Agreement.

6. The Court awards a PAGA Counsel Fees Payment to PAGA Counsel in the total amount of \$_____, allocated as follows: \$_____ to Bokhour Law Group, P.C.; and \$_____ to Falakassa Law, P.C. These attorneys' fees are to be paid from the Gross Settlement Amount as final payment for and complete satisfaction of any and all attorneys' fees incurred by Plaintiffs, and to be incurred by Plaintiffs, to prosecute the Action and Plaintiff Jones' separate Arbitration, and to administer the Settlement.

7. The Court awards a PAGA Counsel Litigation Expenses Payment to PAGA Counsel in the total amount of \$_____, allocated as follows: \$_____ to Bokhour Law Group, P.C.; and \$_____ to Falakassa Law, P.C. These litigation costs are to be paid from the Gross Settlement Amount as final payment for and complete satisfaction of any and all litigation costs incurred by Plaintiffs, and to be incurred by Plaintiffs, to prosecute the Action and Plaintiff Jones' separate Arbitration, and to administer the Settlement.

8. The Court awards Plaintiff Jones a Service Award in the amount of \$_____ and Plaintiff Mayen a Service Award in the amount of \$_____, to be paid from the Gross Settlement Amount. Plaintiffs each submitted a declaration detailing the ways in which they assisted PAGA Counsel in the litigation of the above-captioned Action, and the awards are appropriate in light of Plaintiffs' work in this Action and the stated purposes of the PAGA.

9. The Court appoints ILYM Group, Inc. to serve as the Settlement Administrator. The Court concludes that an Administration Expenses Payment in the amount of \$5,000.00 is reasonable and necessary to administer the Settlement and shall be paid from the Gross Settlement Amount.

10. The remaining PAGA Fund of \$_____ shall be allocated as follows: 75% of the PAGA Fund, or \$_____, will be paid to the LWDA, and the remaining 25% of the PAGA Fund, or \$_____, will be paid to all PAGA Employees pursuant to the calculation set forth in the Settlement Agreement for calculating Individual PAGA Payments.

11. Upon the Effective Date, the terms of the Settlement Agreement, this Approval Order, and this Judgment, shall be binding on the Parties. Plaintiffs, the State of California, and

PAGA Employees shall be bound by the releases set forth in the Settlement Agreement. Specifically:

- a. Upon the Effective Date, Plaintiffs will be deemed to have provided a Complete and General Release to the Released Parties.
- b. Upon the Effective Date, Plaintiffs, on behalf of themselves, the State of California, and all PAGA Employees, will be deemed to have released the Released Parties from any and all claims, rights, demands, and liabilities for civil penalties under PAGA based on Defendant's alleged violations of Labor Code sections 201-203, 204, 210, 226, 226(a), 226(e), 226.3, 226.7, 246, 510, 512, 516, 558, 1174, 1194, 1197.1, 1198, 1199, and the applicable Industrial Welfare Commission Wage Orders, in California during the PAGA Period that were, or will be, asserted in the Action or that are reasonably related to the facts alleged in the Action.
- c. The releases provided under the Settlement shall have *res judicata* effect on Plaintiffs, the State of California, and the PAGA Employees, as well as their heirs, executors, administrators, successors, and assigns in all pending and future claims, lawsuits, or other proceedings maintained by or on behalf of any such persons, to the extent those claims, lawsuits, or other proceedings fall within the scope of claims released as set forth in the Settlement Agreement.

12. Neither this Approval Order, this Judgment, nor the Settlement Agreement (nor any other document referred to herein, nor any action taken to carry out this Approval Order and Judgment) are, may be construed as, or may be used as, an admission or concession by Defendant or the Released Parties of the validity of any claim asserted by Plaintiffs. The fact that Defendant entered into, and took action to implement, the Settlement shall not be considered as, or be deemed evidence of, an admission or concession of wrongdoing, fault, or liability as alleged in the Action. Moreover, the fact that Defendant entered into and/or took action to implement the Settlement shall not be offered or received in evidence in any action or proceeding against Defendant in any court, administrative agency, or other tribunal for any purpose whatsoever, except to enforce the provisions of this Approval Order, this Judgment, and the Settlement Agreement; provided, however, that this Approval Order, this Judgment, and the Settlement Agreement may be filed in any action against or

by Defendant or the Released Parties to support a defense of *res judicata*, collateral estoppel, release, waiver, good-faith settlement, judgment bar or reduction, full faith and credit, or any other theory of claim preclusion, issue preclusion, or similar defense or counterclaim.

13. The Court reserves exclusive and continuing jurisdiction over the Action for the purposes of supervising the implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement and this Approval Order and Judgment pursuant to California Code of Civil Procedure section 664.6.

14. Within ten (10) days after entry of this Approval Order and Judgment, Plaintiffs shall submit a copy of this Approval Order and Judgment to the LWDA pursuant to California Labor Code section 2699(l)(3). Within seven (7) days following Plaintiff's submission of this Approval Order and Judgment to the LWDA, PAGA Counsel shall file a declaration confirming that Plaintiff has complied with California Labor Code section 2699(l)(3).

15. The Court hereby enters judgment of the entire Action for the reasons set forth above and upon the terms set forth in the Settlement Agreement.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

DATED: _____

HON. MICHAEL MARKMAN
JUDGE OF THE SUPERIOR COURT

Exhibit D

INFORMATION SECURITY AND SERVICES AGREEMENT

This Information Security and Services Agreement ("**Agreement**"), effective as of July 9, 2024 ("**Effective Date**") is entered into by Driven Brands Shared Services, LLC ("**Client**"), and ILYM Group, Inc. ("**Settlement Administrator**") (together, the "**Parties**").

RECITALS

Client desires to have Settlement Administrator provide certain settlement administration services in accordance with the terms of the Plaintiffs' settlement agreement and the anticipated court order approving the settlement in the litigation entitled *Lateesha Jones v. Driven Brands Shared Services, LLC*, pending in the Superior Court of the State of California, County of Alameda, Case No. 22CV008219 (the "**Action**"); and

Settlement Administrator desires to provide such Services to Client in exchange for payment of settlement administration costs not to exceed \$5,000.00, to be paid out of the Gross Settlement Amount for the settlement of the Action, and subject to the Court's approval in the Action.

NOW, THEREFORE, based upon the mutual promises and terms and conditions set forth below, the Parties agree that Settlement Administrator will render all settlement administration services in the Action pursuant to the following information security provisions:

DEFINITIONS

"**Affiliate**" means any entity that controls, is controlled by, or is under common control with a Party. For purposes of this definition, "control" shall mean at least fifty percent (50%) of the capital, assets, voting stock, profits, interests, or similar participation rights are owned or controlled, directly or indirectly, by an entity under this definition.

"**Claim(s)**" means any and all (1) claims, causes of action, demands, lawsuits, or proceedings, and (2) losses, damages, costs (including reasonable fees of attorneys and other professionals), or liabilities of any kind (including any fine, penalty, judgment or order issued by a governmental, regulatory, or judicial body).

"**Client**" means Driven Brands Shared Services, LLC and/or its Affiliates as applicable.

"**Confidential Information**" means information, in any format, that Client designates as confidential or that reasonably should be understood to be confidential, proprietary, or a trade secret given the nature and circumstances of its disclosure. Confidential Information includes, but is not limited to, business plans, litigation or lawsuit related information, business processes, costs, pricing, profits, compensation, financial information, and the Employee List and Personal Information, as those terms are defined herein. Any material derived from the Confidential Information is confidential and remains the property of Client. The Employee List and Personal Information are Confidential Information, regardless of whether either is designated as confidential or reasonably understood to be confidential.

"**Employee List**" is a subset of Confidential Information (defined below) and means information regarding PAGA Employees that Client will compile in good faith from its records and provide to the Settlement Administrator. The Employee List shall be provided in a confidential Microsoft Excel spreadsheet and shall include each PAGA Employees': name, last-known mailing address, and social security number on file with Client; the number of pay periods worked in an hourly, non-exempt position for Client in California between March 9, 2021, through May 13, 2024.

"**PAGA Employees**" means Plaintiffs and all other individuals employed by Client in hourly, non-exempt positions in California at any time during the period of March 9, 2021, through May 13, 2024, based on Client's records.

INFORMATION SECURITY AND SERVICES AGREEMENT

“Personal Information” is a subset of Confidential Information and means all data that identifies or can be used to identify, relates to, describes, or is capable of being directly or indirectly linked or associated with a particular natural person, household, or device used by a natural person, such as name, address, telephone number, email address, credit card, debit card, or financial account number, medical records, driver’s license, social security number, marital status, ethnicity, age, photograph, customer identification number, dates of employment, device identifier, IP address, location information, or information gathered from online data collection technologies (e.g., cookies, tags, or beacons).

“Personnel” means Settlement Administrator’s employees, agents, attorneys, or approved independent contractors, who are required to perform Services under this Agreement.

“Plaintiffs” means Lateesha Jones and Tanya Mayen.

“Services” means any task to be performed by Settlement Administrator in connection with administering the settlement of the Action pursuant to the Plaintiffs’ and Client’s settlement agreement and applicable court orders.

AGREEMENT

1. **CONFIDENTIALITY AND NONDISCLOSURE.**

1.1. *Confidentiality.*

The Parties agree any disclosure of Confidential Information under this Agreement will be governed by the following terms:

- a) Settlement Administrator shall:
 - (i) not disclose Confidential Information to any third party without Client’s prior written consent, except as expressly set forth in Section 1.1(c);
 - (ii) take security precautions meeting or exceeding industry standards of care for the protection of Confidential Information and in accordance with all applicable privacy and security laws and regulations; and
 - (iii) not use Confidential Information in any manner to Client’s detriment; and only use Confidential Information to the extent necessary to provide the Services to Client, i.e., information aggregated or derived from Confidential Information shall not be used for the benefit of any third party.
- b) Settlement Administrator acknowledges that it may receive material, non-public information required to be kept confidential under the Securities Exchange Act of 1934. Settlement Administrator acknowledges that failure to keep such information confidential or otherwise using such information for personal gain may result in insider trading liability on the part of Settlement Administrator and any employees involved in the unlawful disclosure or use of such information.
- c) Settlement Administrator may disclose Confidential Information only:
 - (i) To Personnel on a need to know basis and only in relation to performing the Settlement Administrator’s duties under this or a future agreement between the Parties to this Agreement. Such Personnel are subject to the confidentiality duties and obligations contained in this Agreement.
 - (ii) If Settlement Administrator is required to disclose Confidential Information by law or court order, Settlement Administrator must give Client prior written notice (to the extent legally permitted) and reasonable assistance to allow Client the opportunity to seek a protective order. In the event that a protective order or other remedy is not obtained, or that Client waives compliance with these

INFORMATION SECURITY AND SERVICES AGREEMENT

- provisions, the Settlement Administrator agrees to furnish only that portion of the Confidential Information which the Settlement Administrator is legally required to furnish and will exercise its best efforts to obtain assurances that any Confidential Information disclosed will be treated as confidential.
- (iii) No other individuals or third parties should be provided with access to Confidential Information without Client's prior written and signed consent that expressly references this Agreement. Settlement Administrator is responsible for its Personnel, including any acts and omissions that violate requirements in this Agreement. Settlement Administrator shall only use Confidential Information to the extent necessary to provide the Services to Client; Confidential Information (including information aggregated or derived from Confidential Information) shall not be used for the benefit of any third party.
- d) Settlement Administrator represents and warrants that its processing, storage, and transmission of Confidential Information does and will comply with all applicable federal and state privacy and data protection laws, all other applicable regulations and directives, and the terms of this Agreement. Settlement Administrator certifies that it understands its obligations under the California Consumer Privacy Act as a service provider to Client, and agrees that it will not: sell Confidential Information; retain, disclose, or use Confidential Information for any purpose other than providing the Services to Client as set forth in this Agreement and in accordance with the anticipated court order approving the settlement in the Action; or retain or use Confidential Information outside of this direct business relationship between Settlement Administrator and Client. At Client's request, Settlement Administrator will delete from its records any Confidential Information that was provided or collected by Client or on its behalf.

1.2 *No License; Warranty.*

- a) All Confidential Information is and shall remain the property of Client. Nothing in this Agreement is intended to grant any express or implied right to Settlement Administrator under any patents, copyrights, trademarks, or trade secret information except as otherwise provided in this Agreement.
- b) All Confidential Information shared between the Parties is provided "AS-IS" without warranty of any kind, and nothing in this Agreement shall be interpreted as a representation or warranty as to the accuracy, completeness, or validity of any such information.

1.3 *Publicity.*

Settlement Administrator shall not publicize its business relationship with Client without the prior written authorization of an officer of Client. Settlement Administrator agrees not to use any trade name, trademark, service mark or logo, or any other information that identifies Client in its sales, marketing, or publicity activities and/or materials. Media releases or publications of any kind, and interviews with representatives of any written publication, radio, or television station or network, or Internet site or outlet are included within the foregoing prohibition.

1.4 *Consumer Rights Requests.*

If a current and/or former Client employee contacts the Settlement Administrator with a request to provide a copy of or delete his or her Confidential Information ("**Consumer Rights Request**"), Settlement Administrator shall take the following steps:

- a) Settlement Administrator shall notify Client in writing within five (5) calendar days of the Consumer Rights Request by providing Client with a copy of the Consumer Rights Request by sending it by email to cal.everett@drivenbrands.com, with copy to matthew.riley@us.dlapiper.com. Settlement Administrator

INFORMATION SECURITY AND SERVICES AGREEMENT

shall also promptly provide Client with any subsequent communications relating to the Consumer Rights Request.

- b) The Settlement Administrator shall respond to the Consumer Rights Request in writing or electronically to state that the request will not be acted upon because Settlement Administrator is a service provider and that the Consumer Rights Request must be submitted directly to Client. Settlement Administrator shall not otherwise communicate with any current and/or former Client employee regarding his or her Consumer Rights Request unless directed by Client.
- c) If Client has an obligation under the Consumer Rights Request, promptly upon Client's request, Settlement Administrator shall cooperate with Client and provide a copy of or delete the current and/or former Client employees' Confidential Information as requested.

2. INFORMATION SECURITY.

2.1. Safeguards.

Settlement Administrator represents and warrants that it has, and will maintain for the term of this Agreement and for as long as it accesses, processes, stores, or transmits Confidential Information, a comprehensive information security program (the "**Security Program**") that complies with applicable law and industry best practices. The Security Program shall apply to all locations, systems, devices and equipment used by Settlement Administrator (or any vendors, subcontractors, or third parties retained by Settlement Administrator) to access, process, store, or transmit Confidential Information ("**Settlement Administrator Systems**"), and it shall include physical, administrative, and technical security controls that prevent unauthorized access to, disclosure of, loss of, or use of the Settlement Administrator Systems and the Confidential Information that those Settlement Administrator Systems process, store, or transmit ("**Safeguards**"). Settlement Administrator shall regularly test and monitor the effectiveness of its Safeguards. At a minimum, and without limiting Settlement Administrator's obligations in this Section 2.1, the Safeguards shall: (i) encrypt all Confidential Information in transmission and at rest; (ii) prevent the storage or transmission of Confidential Information on portable or mobile devices or media; (iii) use role-based access controls to restrict access to Confidential Information to Personnel, and promptly revoke access for any Personnel whose job duties change such that they no longer need access to Confidential Information; (iv) secure all Settlement Administrator Systems according to an industry standard; (v) physically or logically segregate Confidential Information from information of Settlement Administrator or its other customers so that Confidential Information is not commingled with other types of information; (vi) deploy and maintain malware protection to detect, remove, and protect against malicious software or activity on all Settlement Administrator Systems; (vii) configure Settlement Administrator Systems to maintain sufficient audit logging to enable forensic analysis, including logging of successful and failed security events, connectivity to services and sessions, and modification to user and configuration settings; (viii) establish and maintain a patch and vulnerability management process for Settlement Administrator Systems that timely deploys security patches and addresses vulnerabilities; (ix) address all of the Center for Internet Security Critical Security Controls as updated from time to time or an equivalent industry standard security control framework; (x) prevent Confidential Information from being used in any development, test, quality assurance, or other non-production environment; (xi) keep Confidential Information within the territory and subject to the laws of the United States of America (unless Client provides prior written and signed consent that expressly references this Agreement); (xii) include appropriate Personnel security precautions, such as background checks; and (xiii) keep any and all Client provided equipment in a secure location with appropriate physical security controls to restrict access to Personnel. Settlement Administrator shall also train all Personnel with access to Confidential Information on appropriate privacy and information security practices and procedures.

INFORMATION SECURITY AND SERVICES AGREEMENT

2.2. *Assessments.*

Settlement Administrator shall obtain an annual audit or assessment of the Safeguards which shall be conducted by an independent third party. Client shall be promptly notified of any material vulnerabilities that the audit or assessment identifies, and the results of this audit or assessment shall be shared with Client upon request. Settlement Administrator shall promptly correct all vulnerabilities that the audit or assessment identifies with respect to the Safeguards. Client shall also have the right, at its expense, to conduct (or have a third party conduct) an audit, assessment, examination, or review of Settlement Administrator's Safeguards and compliance with this Section 2 upon written request. Settlement Administrator shall fully cooperate with such request by providing access to knowledgeable personnel, Settlement Administrator Systems, documentation, and other reasonably requested information. Upon request from Client, Settlement Administrator shall promptly and accurately complete any privacy or information security questionnaires or interviews requested by Client regarding Settlement Administrator's practices with respect to Confidential Information and Settlement Administrator Systems.

2.3. *Security Breaches.*

In the event that any Settlement Administrator Systems or Confidential Information that the Settlement Administrator Systems or the Settlement Administrator processes, stores, or transmits are subject to any suspected or actual unauthorized access, use, or disclosure (a "**Security Breach**"), Settlement Administrator shall immediately notify Client by email to cal.everett@drivenbrands.com, with copy to matthew.riley@us.dlapiper.com. In no event shall Settlement Administrator take more than twenty-four (24) hours to notify Client of a Security Breach. Settlement Administrator will, at its own expense, promptly investigate the cause and scope of the Security Breach, and preserve relevant evidence in a forensically sound manner (e.g., logs, files, records). Settlement Administrator will cooperate at its own expense in every reasonable way to help Client mitigate potential misuse or further unauthorized use or disclosure of Confidential Information involved in the Security Breach; such cooperation will include, without limitation, providing Client with access to Settlement Administrator Systems affected, facilitating interviews with Settlement Administrator Personnel with relevant knowledge, and making available all relevant evidence (e.g., logs, files, records). Settlement Administrator shall provide Client with a point of contact who shall be able to assist Client in responding to and mitigating the effects of the Security Breach twenty-four (24) hours a day, seven (7) days a week. If requested by Client, Settlement Administrator shall be responsible for providing notification to individuals whose Confidential Information was involved in the Security Breach, as well as to regulators, government authorities, consumer reporting agencies, and media; Settlement Administrator shall not provide any such notifications unless the contents of the communications are reviewed and approved by Client. Settlement Administrator shall be solely responsible for all costs and expenses associated with investigating, notifying, mitigating the effects of (including, without limitation, by providing credit monitoring to), and remediating any Security Breach.

2.4. *Return and Destruction.*

Upon termination of this Agreement or upon the 5th year from the Effective Date of this Agreement, Settlement Administrator shall, at Client's election, return or securely destroy all Confidential Information that has been provided to or obtained by Settlement Administrator in a manner that prevents any Confidential Information from being recovered. Before disposing of or relinquishing control of such hard drives or other equipment Settlement Administrator shall also erase all hard drives and other equipment used to process, store, or transmit Confidential Information in a manner that prevents recovery or restoration of such Confidential Information. Upon request of Client, Settlement Administrator shall certify in writing that it has met its obligations under this Section 2.4.

INFORMATION SECURITY AND SERVICES AGREEMENT

3. **PERSONNEL.**

3.1. *Background Investigation.*

Before assigning any Personnel to provide Services, Settlement Administrator will conduct, at its sole expense, a comprehensive consumer report to determine suitability for the assignment. Background investigation must be completed prior to the assignment date and include, but not be limited to: (i) a lawful consumer report; and (ii) local, county, and federal criminal records for the maximum number of years allowed by applicable local, state, and federal laws. The consumer report must be conducted by a third party consumer reporting agency that specializes in conducting individual background investigations for a fee. Unless prohibited by applicable law, if Settlement Administrator or its Personnel are provided with or have access to Confidential Information, Settlement Administrator shall ensure that individuals with convictions or civil judgments for violations including but not limited to computer crimes, hacking, blackmail, extortion, fraud, theft, or identity theft do not provide Services under this Agreement, and Settlement Administrator shall not permit any such individuals to access Confidential Information.

3.2. *Third Party Contractors.*

Settlement Administrator will not subcontract any of its material obligations under this Agreement without Client's prior written consent. When seeking consent, Settlement Administrator will specify the components of the Services affected, the identity and qualifications of the proposed subcontractor(s), and provide all other information reasonably requested by Client. If Settlement Administrator receives Client's consent to utilize subcontractors for any Services, Settlement Administrator will:

- a) be fully liable to Client for any Services provided by any subcontractor;
- b) remain obligated under this Agreement for providing Services;
- c) require all subcontractors to agree in writing to terms consistent with the terms of this Agreement applicable to the Services provided by such subcontractor(s); and
- d) require all subcontractors to agree in writing that Client is an intended third-party beneficiary of its agreement with Settlement Administrator.

4. **ADDITIONAL TERMS.**

4.1. *Term.*

This Agreement shall become effective upon the Effective Date and shall remain in full force and effect until terminated by Client in writing.

4.2. *Remedies.*

Settlement Administrator acknowledges and agrees that any violation of this Agreement will cause irreparable harm to Client and therefore acknowledges and agrees that Client may seek injunctive relief from a court of competent jurisdiction in addition to any other remedy available at law or equity.

INFORMATION SECURITY AND SERVICES AGREEMENT

4.3. *Attorney Fees.*

If Client brings an action against Settlement Administrator by reason of a breach or alleged violation, enforcement of any provision, or otherwise arising out of this Agreement, and is determined to be the prevailing party, Settlement Administrator is responsible for the payment of Client's costs of suit and reasonable attorneys' fees which shall be payable whether or not such action is prosecuted to judgment.

4.4 *Order of Precedence.*

In the event of a conflict between the terms of this Agreement and any other agreement between the Parties, the terms of this Agreement shall prevail.

4.5. *Waiver.*

No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

4.6. *Choice of Law.*

This Agreement shall be governed by, and interpreted, construed, and determined in accordance with the laws of the State of Washington without regard to its conflict of laws principles. The state and federal courts located in King County, Washington shall have exclusive jurisdiction to adjudicate any dispute.

4.7. *Entire Agreement.*

This Agreement contains the entire understanding of the Parties with respect to the matters covered, and no other previous agreement, statement, or promise made by either Party that is not contained in the terms of this Agreement shall be binding or valid, unless specifically incorporated by reference or attachment hereto. This Agreement may be amended only in writing and signed by both Parties to the Agreement.

4.8. *Modification.*

If Client determines that this Agreement, as applicable, must be modified as a result of a Security Breach, the Parties shall negotiate in good faith to make such modifications. If the Parties cannot agree on the terms of the modifications, Client shall be entitled to terminate the contract without penalty or cost other than payment to Settlement Administrator for services actually performed and costs actually incurred

4.9. *Severability.*

The Parties agree that each provision herein shall be treated as a separate and independent clause, and the unenforceability of any one clause shall in no way impair the enforceability of any of the other clauses. If one or more provisions contained in this Agreement shall for any reason be held to be unenforceable at law, such provision(s) shall be construed so as to be enforceable to the maximum extent compatible with the applicable law as it shall then appear.

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4.10. Indemnification.

Settlement Administrator will defend, indemnify, and hold harmless the Plaintiffs in the Action, Plaintiffs' attorneys, and Client and its officers, directors, employees, attorneys, agents, successors, and permitted assigns from and against any and all Claims arising out of or related to breach of any obligations under this Agreement by Settlement Administrator or Personnel, or any negligent act or omission or willful misconduct of Settlement Administrator or Personnel.

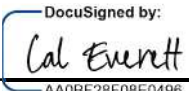
Settlement Administrator, at its own expense, will defend any Claim and has the right to control the defense of such Claim, provided that Client, at its own expense, may engage separate counsel to participate in the defense of any Claim and Settlement Administrator agrees to cooperate fully with such counsel. Settlement Administrator and its counsel agree to keep Client and its counsel informed regarding the status of any Claim and cooperate fully with requests for information. Notwithstanding any other provisions of this Agreement, Settlement Administrator will not enter into any Claim settlements which (a) adversely affect the rights of Client; or (b) impose liabilities or obligations on Client which will not be satisfied by Settlement Administrator's payment or performance upon entry of such settlement.

IN WITNESS WHEREOF, the Parties hereto acknowledge and agree to be bound by the terms and conditions herein as of the Effective Date.

ILYM GROUP, INC.

DRIVEN BRANDS SHARED SERVICES, LLC

By: 
Print Name: Lisa Mullins
Title: President
Date: 7/9/2024

By: 
Print Name: Cal Everett
Title: VP Legal - Asst General Counsel
Date: July 12, 2024