

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and Private Attorneys General Act (“PAGA”) Settlement Agreement of the case entitled *McCarty v. Dobbins Transportation, et al.*, Stanislaus Superior Court Case No. 25CV-00983 is entered into by and between Plaintiff Davin McCarty (“Plaintiff” or “Class Representative”), individually, on behalf of all others similarly situated, and as the PAGA representative of the State of California, and Defendants Dobbins Transportation and Haven, Inc., subject to the terms and conditions herein and the Court’s approval.

A. Definitions

1. “Action” or “Lawsuit” refers to the case entitled *McCarty v. Dobbins Transportation and Haven, Inc.*, Case No. 25CV-00983, filed in Stanislaus Superior Court.

2. “Agreement,” “Settlement Agreement,” “Settlement,” or “Stipulation” shall mean this Class Action and PAGA Settlement Agreement, including any attached Exhibits.

3. “Class Claims” or “Released Class Claims” will include all claims that were asserted or could have been asserted based on the facts alleged in Plaintiff’s Complaint, or that arise from, are attributable to, or are related to the facts asserted therein, except the claim under the PAGA, including, but not limited to, claims arising out of any alleged failure to pay all minimum and overtime wages and at the appropriate legal rate, failure to provide meal periods and premium payments in lieu thereof at the appropriate legal rate, failure to provide rest periods and premium payments in lieu thereof at the appropriate legal rate, failure to reimburse business expenses, failure to maintain accurate payroll and employment records, failure to provide accurate itemized wage statements (based on both direct and derivative theories of liability), failure to timely pay all wages due during employment and upon separation, violation of Business & Professions Code § 17200 *et seq.*, and any and all related claims and penalties that arose during the Class Period.

4. “Class Counsel” refers to Mehrdad Bokhour of Bokhour Law Group, P.C. and Joshua Falakassa of Falakassa Law, P.C.

5. “Class Data” means a complete list that Defendants will diligently and in good faith compile from its records and provide to the Settlement Administrator on one Confidential

spreadsheet and shall include the Settlement Class Members' full names, last known addresses, Social Security Numbers, and dates of employment during the Class Period and PAGA Period and/or number of Work Weeks Worked or Pay Periods Worked as non-exempt or hourly employees of Defendants during the Class Period and the PAGA Period, respectively for each Settlement Class Member.

6. "Class Member" refers to individual members of the Class.

7. "Class" and "Class Members" refer to all persons who are or were previously employed by Defendants in California and classified as non-exempt employees during the Class Period.

8. "Class Period" shall mean February 12, 2021 through August 10, 2025, or the date on which the number of workweeks worked by the Class Members starting February 12, 2021 reaches 12,345, as determined in Defendants' sole discretion.

9. "Class Representative" or "Plaintiff" refers to Davin McCarty.

10. "Complaint" refers to Plaintiff's operative Complaint filed in the Stanislaus County Superior Court action entitled *McCarty v. Dobbins Transportation and Haven, Inc.*, Case No. 25CV-00983.

11. "Court" means the California Superior Court, County of Stanislaus.

12. "Defendants" refers to Dobbins Transportation and Haven, Inc.

13. "Defendants' Counsel" or "Defense Counsel" refers to Stacy L. Henderson and Raquel Arreola Hatfield of Henderson Hatfield, A Professional Corporation.

14. "Effective Date" or "Effective" means the date by which both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement, and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

15. "Final Approval" or "Final Approval Order" refers to the court's order granting

final approval of this Settlement Agreement and entering a judgment approving this Settlement.

16. “Final Settlement Class” means all Participating Class Members and PAGA Employees.

17. “Gross Settlement Amount” is the maximum amount that Defendants will pay as a result of this Settlement, which is Two Hundred Forty Thousand Dollars and Zero Cents (\$240,000.00), which includes the Individual Settlement Amounts, attorneys’ fees of Class Counsel, costs and expenses, the Service Award to Plaintiff, all Settlement Administration Costs, employee-side payroll taxes and withholdings for the wage component of the Individual Settlement Amount payments to Participating Class Members, and the PAGA Penalty, including all payments to PAGA Employees and the Labor Workforce Development Agency (LWDA), and the employer-side payroll taxes and withholdings for the wage component of the Individual Settlement Amount payments to Participating Class Members.

18. “Individual Settlement Amount” or “Individual Settlement Payment” means the amount payable from the Net Settlement Amount (defined below) that the Settlement Administrator will pay to each Participating Class Member and/or PAGA Employee, as calculated pursuant to Paragraph 53(d) below.

19. “Net Settlement Amount” or “Net Distribution Fund” is the Gross Settlement Amount minus the amounts allotted to (1) Class Counsel’s fees (up to \$80,000.00), (2) Class Counsel’s litigation costs (up to \$15,000.00); (3) the Service Award for Plaintiff (up to \$10,000.00), (4) the 65% of the PAGA Penalty to be paid to the LWDA (\$3,250.00); (5) the 35% of the PAGA Penalty to be paid to PAGA Employees (\$1,750.00); (6) Settlement Administration Costs (up to \$5,000.00); (7) employee-side payroll taxes and withholdings for the wage component of the Individual Settlement Amount payments to Participating Class Members; and (8) employer-side payroll taxes and withholdings for the wage component of the Individual Settlement Amount payments to Participating Class Members.

20. “Notice” means the Notice of Class Action and PAGA Settlement that will be sent to the Class Members consistent with the terms of this Settlement and substantially the same as the Proposed Notice attached to this Settlement as Exhibit “A” (or as may be modified by

subsequent agreement of the Parties or order of the Court).

21. “Notice Response Deadline” is sixty (60) calendar days from when the Notice is mailed to the Class Members.

22. “Objecting Class Member” means a Class Member, other than Plaintiff, who submits a valid and timely objection to the terms of this Agreement with respect to the Class Claims pursuant to Paragraph 74(c) below.

23. “PAGA” shall refer to the Private Attorneys General Act, Labor Code § 2698 *et seq.*

24. “PAGA Penalty” is the \$5,000.00 of the Gross Settlement Amount that is allocated to PAGA penalties in this Settlement, 65% of which (\$3,250.00) will be remitted to the LWDA and 35% of which (\$1,750.00) will go into a PAGA Distribution Fund and be distributed on a prorated basis to all PAGA Employees based on their number of pay periods worked during the PAGA Period as specified below

25. “PAGA Claims” or “Released PAGA Claims” shall include any and all claims for civil penalties pursuant to PAGA that were alleged or that could have been alleged based on the facts and underlying Labor Code violations alleged in Plaintiff’s February 12, 2025 Labor and Workforce Development (“LWDA”) notice letter, including, but not limited to, for underlying claims based on alleged failure to pay all minimum and/or overtime wages and at the appropriate legal rate, failure to provide meal periods or premium payments in lieu thereof at the appropriate legal rate, failure to provide rest periods or premium payments in lieu thereof at the appropriate legal rate, failure to provide accurate itemized wage statements (based on both direct and derivative theories of liability), failure to maintain accurate payroll and employment records, failure to timely pay all wages due during employment and at separation, failure to reimburse incurred business expenses, and violation of Business & Professions Code §17200 *et seq.* and any and all related claims and penalties. Plaintiff and the State of California (acting through Plaintiff as its authorized PAGA representative) release the Released Parties from the PAGA claims.

26. “PAGA Distribution Fund” is 35% of the PAGA Penalty (i.e., \$1,750) allocated for distribution on a prorated basis to all PAGA Employees based on the number of pay periods

worked during the PAGA Period as specified below.

27. “PAGA Employees” include all persons who are or were previously employed by Defendants in California and classified as non-exempt or hourly employees at any time during the PAGA Period.

28. “PAGA Notice” or “LWDA notice letter” shall refer to the notice sent by Plaintiff, by and through counsel, on or about February 12, 2025, to the LWDA and Defendants, alleging that Defendants engaged in violations of the California Labor Code and California Wage Order(s) as well as any subsequent notices sent to the LWDA and Defendants by Plaintiff, by and through counsel.

29. “PAGA Period” shall mean February 12, 2024, through August 10, 2025 or the date on which the number of workweeks worked by the Class Members starting February 12, 2021 reaches 12,345, as determined in Defendants’ sole discretion.

30. “Participating Class Member” means all Class Members who are deemed to participate and receive an Individual Settlement Amount for the Class Claims and who do not opt out of the settlement of the Class Claims by submitting timely and valid Requests for Exclusion.

31. “Parties” or “Settling Parties” mean Plaintiff, Participating Class Members, PAGA Employees, and Defendants.

32. “Pay Periods Worked” for each PAGA Employee means the number of pay periods during the PAGA Period in which the PAGA Employee was employed by Defendants as a non-exempt employee in California and worked at least one shift during the pay period for Defendants. Pay Periods Worked will be calculated based on Defendants’ business records.

33. “Work Weeks Worked” for each Class Member means the number of work weeks during the Class Period in which the Class Member was employed by Defendants as a non-exempt employee in California and worked at least one shift during the week for Defendants. Work Weeks Worked will be calculated based on Defendants’ business records.

34. “Preliminary Approval Date” means the date the Court preliminarily approves the Settlement Agreement and the exhibits thereto and enters the Preliminary Approval Order.

35. “Preliminary Approval Order” means the judicial Order to be entered by the Court,

upon the application or motion of Plaintiff, preliminarily approving this Settlement and providing for the issuance of the Notice of Class Action and PAGA Settlement, an opportunity to opt out of settlement of the Class Claims, an opportunity to submit timely objections to the terms of this Settlement related to the Class Claims, and setting a final approval hearing to address the fairness of the terms of Settlement, including approval of Class Counsel's fees and costs.

36. "QSF" means the Qualified Settlement Fund set up by the Settlement Administrator to benefit the Final Settlement Class and from which the settlement payments shall be made.

37. "Release," "Released Class Claims," and "Released PAGA Claims" shall all mean the release and discharge of the Class Claims by Plaintiff and all of the Participating Class Members and the release and discharge of the PAGA Claims by Plaintiff and all of the PAGA Employees.

38. "Released Parties" shall refer to Defendants Dobbins Transportation and Haven, Inc., together with their current, former and future subsidiaries, dbas, parents, divisions, related entities, joint venturers, as well as each of their respective owners, co-employers, joint employers, agents officers, directors, stockholders, shareholders, investors, members, principles, subsidiaries, affiliates, partners, predecessors, successors, assigns, insurers, reinsurers, employees, attorneys, agents, heirs, estates, executors, spouses, associates, representatives, administrators, fiduciaries, trustees, accountants, auditors, company-sponsored employee benefit plans of any nature, and all other legal entities affiliated with the foregoing, expressly including, but not limited to, Chante Dobbins.

39. "Response Deadline" shall refer to the date by which Settlement Class Members must opt out of or object to the settlement.

40. "Request for Exclusion" means a timely written request by a Class Member to exclude herself/himself from the Settlement, which must be completed and mailed in the manner set forth in this Settlement Agreement and the Notice of Settlement as further detailed in Paragraph 74(a) below.

41. "Service Payment" or "Service Award" means the amount approved by the Court

to be paid to the Class Representative (*i.e.*, Plaintiff) in addition to his Individual Settlement Amount as a Participating Class Member in an amount up to \$10,000. The Service Payment is subject to approval from the Court and will be paid from the Gross Settlement Amount. Any Service Award not awarded by the Court will be added to the Net Distribution Fund and distributed to Class Members who do not opt out of this Settlement.

42. "Settlement Administration Costs" means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, tax reporting, due diligence, reporting and remittance obligations, distributing the Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The Settlement Administration Costs shall be paid from the Gross Settlement Amount.

43. "Settlement Administrator" means and refers to ILYM Group, Inc., which will provide the Notice to the Class Members and distribute the settlement amounts as described in this Agreement.

B. General Terms

44. On or about February 13, 2025, Plaintiff filed a class action complaint in this Court against Defendants, including allegations of: (a) failure to pay minimum wages, (b) failure to pay overtime wages, (c) meal period violations, (d) rest period violations, (e) wage statement violations, (g) waiting time penalties, (h) failure to reimburse necessary business expenses, and (i) unfair competition, and (k) PAGA penalties. Before filing his lawsuit, Plaintiff submitted a notice letter to the LWDA on February 12, 2025.

45. Defendants deny all of Plaintiff's claims and allegations and contends that the Action is not suitable for class certification and/or representative treatment outside of the context of this Settlement.

46. The Class Representative believes he can proceed with his class, and the Class Representative claims that the Action is meritorious and that class certification is appropriate.

47. The Parties have thoroughly investigated the facts of the Action. This includes conducting an extensive exchange of informal discovery, including the relevant written policies

at issue, the production of a 20% random sample of payroll and timekeeping records for Class Members and PAGA Employees, a complete class list, and relevant data, including the average hourly pay rate and pay period information for Class Members and PAGA Employees. Defendants' productions included hundreds of pages of documents and data.

48. Based on the foregoing data and their own independent investigation and evaluation, Class Counsel is of the opinion that the settlement with Defendants for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members and PAGA Employees in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation, various defenses asserted by Defendants, and numerous potential appellate issues.

49. Defendants agree that the Settlement represents a good faith compromise of the claims, which is fair, adequate, and reasonable.

50. On June 10, 2025, the Parties participated in mediation before Marc Feder, Esq., a highly experienced class action mediator. The Parties reached a settlement after a full-day mediation and issuance of a mediator's proposal.

51. No Admission of Liability. The Parties enter into this Agreement to resolve the dispute between them and avoid the burden, expense, and risk of continued litigation. In entering into this Agreement, Defendants does not admit, and specifically denies, that they have violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees or any other person or entity. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, or proceedings, payouts or other events associated with it, shall be construed as an admission or concession by Defendants of any such violation(s) or failure(s) to comply with any applicable law by Defendants or any Released Parties. Except as necessary in a proceeding to approve, interpret, or enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission

on the part of the Released Parties or to establish the existence of any condition constituting a violation of, or noncompliance with, federal, state, local, or other applicable law.

52. Stipulation for Class Certification and Representative Treatment for Settlement Purposes. For settlement purposes only, Defendants will stipulate that the Class Members described herein who do not submit a Request for Exclusion from the Class may be conditionally certified as a settlement class and that the PAGA Employees are appropriate for representative treatment for purposes of settlement. This stipulation to certification and representative treatment for settlement purposes is in no way an admission that class action certification and/or representative treatment is proper in a non-settlement context and shall not be admissible in this or in any other action except for the sole purpose of enforcing this Agreement. Should, for whatever reason, the Court not grant Final Approval consistent with the terms of this Settlement or if the Settlement does not become Effective, the Parties' stipulation to class certification and representative treatment as part of the Settlement shall become null and void *ab initio* and shall have no bearing on and shall not be admissible in connection with the issue of whether or not class certification and/or representative treatment would be appropriate in a non-settlement context. Defendants expressly reserve their rights to and declare that they will continue to oppose class certification, representative treatment, and the substantive merits of the case should the Court not grant Final Approval. Plaintiff expressly reserves his rights and declares that he will continue to pursue class certification and representative treatment and a trial should the Court not grant Final Approval.

C. Terms of Settlement

53. The financial terms of the Settlement are as follows:

(a) Gross Settlement Amount: The Parties agree to settle this Action for the total maximum amount of Two Hundred Forty Thousand Dollars and Zero Cents (\$240,000.00) ("the Settlement Amount" or "Gross Settlement Amount"). The Gross Settlement Amount is the maximum amount that Defendants will pay for any reason in connection with this Settlement. The Gross Settlement Amount will be used to pay (1) Individual Settlement Payments to Participating Class Members; (2) the PAGA Penalty, with 65% of the PAGA Penalty going to the

LWDA and 35% being distributed on a prorated basis based on pay periods worked to PAGA Employees as further described below; (3) Plaintiff's Counsel's attorneys' fees; (4) Plaintiff's Counsel's costs; (5) Settlement Administration Costs; (6) the Service Award to Plaintiff (as specified in the Service Award paragraphs below); (7) employee-side payroll taxes and withholdings for the wage component of Individual Settlement Payments to Class Members; and (8) employer-side payroll taxes and withholdings for the wage component of the Individual Settlement Amount payments to Participating Class Members.

(b) The Settlement is based on the Defendants' representation that there were approximately 180 individuals who worked approximately 11,223 pay periods through the date of Mediation. If the actual number of workweeks worked by all Class Members during the Class Period increases by 10% or more (i.e., 1,123 or more), then Defendants will have the option to either (1) increase the Gross Settlement Amount in the amount of \$21.38 per workweek above 12,345, or (2) shorten the release period covered by the Class Period and PAGA Period so that there is no increase in the Gross Settlement Amount.

(c) Net Settlement Amount: The "Net Settlement Amount" or "Net Distribution Fund" is the Gross Settlement Amount minus the amounts allotted to (1) Class Counsel's fees (up to \$80,000.00), (2) Class Counsel's litigation costs (up to \$15,000.00); (3) the Service Award for Plaintiff (up to \$10,000.00), (4) the 65% of the PAGA Penalty to be paid to the LWDA (\$3,250.00); (5) the 35% of the PAGA Penalty to be paid to PAGA Employees (\$1,750.00), (6) Settlement Administration Costs (up to \$5,000.00); (7) employee-side payroll taxes and withholdings for the wage component of Individual Settlement Payments to Class Members; and (8) employer-side payroll taxes and withholdings for the wage component of the Individual Settlement Amount payments to Participating Class Members. If the Court reduces the attorneys' fees and litigation costs or Service Award or either increases or decreases the amount allocated to the PAGA Penalty or Settlement Administration Costs, the Net Settlement Amount shall be increased or decreased accordingly. If the Court approves amounts for attorneys' fees and costs, the Service Award, the PAGA Penalty, or Settlement Administration Costs that are different than the amounts requested, the maximum Gross Settlement Amount that Defendants must pay in

accordance with the terms of this Settlement will remain the same as this is a non-reversionary settlement.

(d) Individual Settlement Amounts for the Settlement Class and PAGA Employees:

The Settlement Administrator will use the Class Data provided by Defendants to calculate each Participating Class Member's and PAGA Employee's Individual Settlement Amounts. Individual Settlement Payments will be distributed to Participating Class Members and/or PAGA Employees based on the following formulas:

(1). Payments to Participating Class Members: The Settlement Administrator will calculate the total number of workweeks that all Class Members who do not opt-out (*i.e.*, "Participating Class Members") worked during the Class Period ("Total Class Pay Periods"). The Settlement Administrator shall determine the value of each Work Week Worked by dividing the Net Distribution Fund by the total number of Work Week Worked by Participating Class Members during the Class Period ("Class Work Week Value"). To determine each Participating Class Member's settlement payment, the Settlement Administrator will multiply the individual's Total Class Pay Periods Worked by the Class Pay Period Value (if the Class Member is a Participating Class Member). These payments will be subject to any legally required employee-side and employer-side payroll taxes and withholdings or deductions calculated by the Settlement Administrator, which are part of the Gross Settlement Amount.

(2). PAGA Employee Calculations: For PAGA Employees, the Settlement Administrator will calculate the total number of pay periods that each PAGA Employee worked during the PAGA Period ("Total PAGA Pay Periods"). The Settlement Administrator shall determine the value of each PAGA Pay Period by dividing the 35% of the PAGA Penalty allocated for PAGA Employees (*i.e.*, \$1,750.00) by the Total PAGA Pay Periods for all PAGA Employees ("PAGA Pay Period Value"). To determine each PAGA Employee's payment for their prorated

portion of the PAGA Distribution Fund (*i.e.*, \$1,750.00), the Settlement Administrator will multiply the PAGA Employee's Total PAGA Pay Periods by the PAGA Pay Period Value. A Class Member who is also a PAGA Employee will receive a payment under this section for their prorated portion of the PAGA Penalty even if they opt out of the Class settlement and will be bound by the release of the PAGA Released Claims obtained through this Settlement.

(e) Allocation of Individual Settlement Amounts: The Individual Settlement Amounts to Participating Class Members will be allocated for tax purposes based on the allegations in the Action as follows: ten percent (10%) will be allocated to allegedly unpaid wages subject to withholding of all applicable local, state, and federal taxes; and ninety (90%) will be allocated to interest and alleged civil penalties (pursuant to, *e.g.*, Labor Code §§ 203, 226) from which no taxes will be withheld. All required withholdings shall be paid entirely from the Gross Settlement Amount. The Settlement Administrator will issue each Participating Class Member an Internal Revenue Service Form W-2 and comparable state forms concerning the wage allocation and a Form 1099 concerning the civil penalties and interest allocations.

(f) Service Payment to Class Representative: The amount awarded to the Class Representative as a Service Payment will be set by the Court at its discretion and will not exceed \$10,000.00. Defendants agrees not to oppose this request. The Service Payment to the Class Representative will be paid entirely from the Gross Settlement Amount. Class Representative will be issued IRS Form 1099 in connection with this payment. Plaintiff shall be solely and legally responsible for paying any and all applicable taxes on this payment. The Parties agree that any amount awarded by the Court as the Service Payment to Plaintiff less than the requested amount shall not be a basis for Plaintiff or Class Counsel to void this Stipulation. Should the Court approve a lesser amount for the Service Payment, the difference shall be added to the Net Settlement Amount to be distributed to the Participating Class Members. In the event of any appeal of the amount of the service award (if any) approved by the Court, if, after the exhaustion of any such appellate review, additional amounts not awarded to the Class Representative shall be added to the Net Settlement Amount to be distributed to the Participating Class Members.

(g) Attorneys' Fees and Costs: Defendants agrees not to oppose a request by Class Counsel to the Court for an award of attorneys' fees of one-third (33.33%) of the Gross Settlement Amount (*i.e.*, up to \$80,000.00), plus reasonable litigation costs not to exceed \$15,000.00 ("Attorneys' Fees and Cost Award"). The Attorneys' Fees and Cost Award shall be paid entirely from the Gross Settlement Amount. Should the Court approve a lesser amount than is sought by Class Counsel, the difference shall be added to the Net Settlement Amount to be distributed to the Participating Class Members. Any Court order awarding less than the amount sought by Class Counsel shall not be grounds to rescind the Settlement Agreement or otherwise void the Settlement. The Settlement Administrator shall issue to Class Counsel an IRS Form 1099 reflecting the amount of attorneys' fees and costs awarded by the Court. Class Counsel agrees that any allocation of fees between or among Class Counsel and any other attorney representing or claiming to represent the Class Members shall be the sole responsibility of Class Counsel.

(h) Settlement Administration Costs: The fees and other charges of the Settlement Administrator will be paid entirely from the Gross Settlement Amount, not to exceed \$5,000.00, subject to Court approval, unless approved by all Parties and the Court. Any Settlement Administration Costs not incurred by the Settlement Administrator or awarded by the Court will be added to the Net Distribution Fund and distributed to Participating Class Members.

(i) PAGA Penalties: The Parties agree that \$5,000.00 is allocated to alleged PAGA Penalties and will be paid entirely from the Gross Settlement Amount, subject to Court approval. Of this amount, \$3,250.00 (65%) shall be paid to the LWDA in satisfaction of Plaintiff's claims for civil penalties under the PAGA, and \$1,750.00 (35%) will be included in the Individual Settlement Amounts, payable to the PAGA Employees as outlined in Paragraph 53(d)(2).

(j) Tax Liability: Class Counsel, Defendants, and Defendants' Counsel make no representations as to the tax treatment or legal effect of Individual Settlement Amounts called for hereunder, and Plaintiff and the Class Members and PAGA Employees are not relying on any statement or representation by Class Counsel, Defendants, or Defendants' Counsel in this regard. Plaintiff and Participating Class Members will be solely responsible for paying any taxes and penalties assessed on their respective Individual Settlement Amounts described herein. Income

tax withholding will also be made pursuant to applicable federal, state, and/or local withholding codes or regulations as determined by the Settlement Administrator. Forms W-2 and/or Forms 1099 will be distributed at times and in the manner required by the Internal Revenue Code of 1986 (the “Code”) and consistent with this Agreement. If the Code, the regulations promulgated thereunder, or other applicable tax law are changed after the date of this Agreement, the processes outlined in this Section may be modified to bring Defendants into compliance with any such changes.

54. “Non-Reversionary” Settlement. This is a “non-reversionary” settlement. No portion of the Gross Settlement Amount will revert to Defendants once the Settlement is funded, provided that Final Approval is granted and the Settlement becomes final and effective in accordance with the terms of this Settlement. Participating Class Members will not have to make a claim to receive an Individual Settlement Amount. Distributions, in the form of Individual Settlement Amounts, will be made directly to each Participating Class Member. The Settlement Administrator shall be responsible for accurately and timely reporting any remittance obligations with respect to unclaimed funds as a result of Plaintiff, Participating Class Members, or PAGA Employees not cashing an Individual Settlement Amount by the check cashing deadline, as set forth herein.

55. Class Counsel and Plaintiff believe that the Settlement is fair, reasonable, and adequate and will represent the same to the Court.

D. Release by Participating Class Members and PAGA Employees

56. Upon the Effective Date of this Settlement and the entry of judgment and full funding of the Settlement, Plaintiff and each Participating Class Member, for themselves and for their respective former, present and future spouses, domestic partners, marital community, children, estates, trusts, attorneys, heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, assigns, and representatives, will forever completely release and discharge the Released Parties from the Released Class Claims during the Class Period. Each Participating Class Member will be deemed to have made the foregoing Release as if by manually signing it.

57. Upon the Effective Date of this Settlement, Plaintiff, the LWDA and State of California (acting through Plaintiff as its deputized representative), for themselves and for their respective former, present and future spouses, domestic partners, marital community, children, estates, trusts, attorneys, heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, assigns, and representatives, will forever completely release and discharge the Released Parties from the Released PAGA Claims during the PAGA Period.

58. The LWDA will be deemed to have made the foregoing Release as if by manually signing it.

59. Plaintiff and Defendants intend that the Settlement described in this Agreement will release and preclude any further claim, whether by lawsuit, administrative claim or action, arbitration, demand, or other action of any kind, by each and all of the Participating Class Members to obtain any recovery based on, arising out of, and/or related to any and all of the Released Class Claims. The Class Members shall be notified in the Notice. This Paragraph is a statement of the Parties' intent in agreeing to this Settlement that it will be given *res judicata* effect with respect to the Released Class Claims.

60. Plaintiff and Defendants intend that the Settlement described in this Agreement will release and preclude any further claim, whether by lawsuit, administrative claim or action, arbitration, demand, or other action of any kind, by each and all of the PAGA Employees and the LWDA to obtain any recovery based on, arising out of, and/or related to any and all of the Released PAGA Claims. The PAGA Employees and the LWDA shall be notified in the Notice and via submitting a copy of this Settlement, which Class Counsel will provide to the LWDA concurrently with the filing of Plaintiff's motion requesting preliminary approval of this Settlement, respectively. This Paragraph is a statement of the Parties' intent in agreeing to this Settlement that it will be given *res judicata* effect with respect to the Released PAGA Claims.

61. The Class Representative, on behalf of himself and the Participating Class Members, acknowledges and agrees that the claims for unpaid wages and all other amounts sought through this Action are disputed and that the payments set forth herein constitute payment of all

sums allegedly due to them. The Class Representative, on behalf of himself and the Participating Class Members, acknowledges and agrees that Labor Code § 206.5 does not apply to the Parties hereto. Section 206.5 provides in pertinent part as follows: “An employer shall not require the execution of any release of any claim or right on account of wages due, or to become due, or made as an advance on wages to be earned unless payment of those wages has been made.”

E. General Release by Plaintiff

62. Plaintiff does hereby, for himself and for his former, present and future spouses, domestic partners, marital community, children, estates, trusts, attorneys, heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, assigns, agents and representatives, forever completely release and discharge the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, contracts, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, sums of money and expenses (including, but not limited to, for alleged back and future wages, statutory penalties, civil penalties, liquidated damages, exemplary damages, interest, attorneys’ fees and costs) of every and any nature, kind and character whatsoever, from the beginning of time through the execution of this Settlement and in the future as described in paragraph 64, whether known or unknown, suspected or unsuspected, concealed or hidden, including but not limited to all claims arising out of, based upon, or relating to Plaintiff’s employment with Defendants or the remuneration for or separation from such employment (collectively, the “Class Representative’s Claims”).

63. Without limiting the generality of the foregoing, the term Class Representative’s Claims includes, and Plaintiff expressly releases, all past, present and future claims and/or rights against Released Parties for any and all charges, complaints, claims, causes of action, debts, sums of money, controversies, agreements, promises, damages, obligations, contracts, actions, suits, rights, demands, costs, losses, debts, expenses and liabilities of any kind or nature whatsoever, both at law and equity, known or unknown, suspected or unsuspected, arising from or related to Plaintiff’s employment with and separation from employment with Defendants, and all conduct, statements, action or inaction, including without limitation all actions, claims and grievances,

whether actual or potential, known or unknown, related, incidental to and/or arising out of any act or omission committed or omitted by Defendants or the Released Parties including, but not limited to, a release of all claims under (a) the California Civil Code, (b) the California Fair Employment and Housing Act, (c) Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et. seq., (d) the Age Discrimination in Employment Act of 1967, as amended by the Older Workers' Benefit Protection Act of 1990, 29 U.S.C. §§ 621, *et seq.*, (e) the Civil Rights Act of 1991, (f) the Civil Rights Act of 1866 and 1870, (g) 42 U.S.C. §§ 1981 through 1988, as amended, (h) Executive Order 11246, (i) the Americans with Disabilities Act 42 U.S.C. § 12101, et. seq., as amended, (j) the Family and Medical Leave Act, as amended, (k) the Equal Pay Act of 1963, as amended, (l) the Immigration and Reform Control Act, as amended, (m) any other state, federal, and local law, regulation and ordinance dealing with, prohibiting or otherwise relating to discrimination, harassment or abusive conduct on the basis of race (including traits associated with race such as hair texture and protective hairstyle), color, religion (all aspects of religious beliefs, observance or practice including religious dress or grooming practices), sex, sexual orientation, gender (including gender identity, gender expression and transgender status), marital status, registered domestic partner status, pregnancy (including childbirth, breastfeeding or related medical condition), reproductive health decision-making, alienage, national origin (including language use restrictions and possession of a driver's license issued under Vehicle Code §12801.9), ancestry, physical or mental disability, medical condition (including cancer and genetic characteristics), age, off-duty use of cannabis, citizenship or immigration status, military or veteran status, genetic information, political affiliation, position in a labor dispute, request for or use of protected leave, domestic violence victim status, or any other basis protected by applicable Federal, State or local law, or retaliation for opposing any such discrimination, harassment or abusive conduct, (n) the Occupational Safety and Health Act, as amended, (o) the Sarbanes-Oxley Act of 2002, as amended, (p) the Employment Retirement Income Security Act of 1974, as amended (except vested benefits), (q) the Worker Adjustment and Benefit Protection Act of 1990, as amended, (r) the California and Federal Worker Adjustment and Retraining Notification Act, as amended, (s) any federal, state or common law claim or cause of action for

breach of contract (whether oral or written, express or implied); breach of the implied covenant of good faith and fair dealing; causes of action for wrongful termination, constructive discharge, retaliation, defamation, slander, libel, intentional or negligent infliction of emotional distress, fraudulent misrepresentation, negligent misrepresentation, fraud, promissory estoppel, any claim under contract, tort or negligence laws, or obligations arising out of any of Defendants' employment policies or practices, employee handbooks, and/or any statements by any employee or agent of either of the Defendants whether oral or written, (t) the California Labor Code, (u) any applicable California Industrial Welfare Commission Wage Orders, (v) the Government Code §12940 *et seq.*, (w) the Federal or any State Constitution, (x) the Fair Labor Standards Act, (y) the Consolidated Omnibus Budget Reconciliation Act of 1985, (z) California Family Rights Act (Gov. Code §12945.2 *et seq.*), (aa) the California Private Attorney General Act ("PAGA"), (bb) the California Unruh Civil Rights Act (Civ. Code §51, *et seq.*), (cc) the California Whistleblower Protection Act (Lab. Code §1102.5), (dd) the California Occupational Safety and Health Act (Labor Code §6300, *et seq.*), (ee) California Business and Professions Code §§17200 *et seq.*, (ff) any claim under Labor Code §§132a, (gg) any claim for serious and/or willful misconduct, (hh) invasion of privacy, (ii) false imprisonment, (jj) interference with business advantage, interference with prospective economic advantage and/or interference with contractual relationship, (kk) failure to provide suitable seating, and (ll) any other federal, state or common law claim or cause of action, including, but not limited to, any claim related to civil rights, wage-hour, pension or labor laws rules or regulations, public policy, for reinstatement, back pay, bonus, attorneys' fees or costs, compensatory damages, consequential damages, front pay, any form of equitable or declaratory relief, liquidated damages, emotional distress, personal injury, punitive damages, pain and suffering, medical expenses, damage to reputation and damage for personal, emotional or economic injury or damage of any kind. This provision is intended by the Parties to be all-encompassing and to act as a full and total release of any claims, whether specifically enumerated herein or not, that Plaintiff might have or have had, that exists or ever has existed, on or before the Effective Date.

64. Plaintiff further agrees as follows:

a. Plaintiff expressly waives and relinquishes all rights and benefits afforded by § 1542 of the Civil Code of the State of California and does so, understanding and acknowledging the significance of the waiver of § 1542. Section 1542 of the Civil Code of the State of California 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.

Notwithstanding the provisions of § 1542, and for the purpose of implementing a full and complete release and discharge of all parties, Plaintiff and Class Counsel expressly acknowledge that this Settlement Agreement is intended to include in its effect, without limitation, all claims that Plaintiff knew of, as well as all claims that he did not know or suspect to exist in his favor against the Released Parties, or any of them, for the time period from the beginning of time to the final approval of this Settlement Agreement by the Court, and that this Settlement Agreement contemplates the extinguishment of any such Plaintiff's claims to the maximum extent permitted by law.

b. Plaintiff represents and warrants that he is not aware of any liens and/or third-party Claims of any type related in any way to this Action, Plaintiff's employment with Defendants, Plaintiff's separation from employment with Defendants, Class Representative's Claims, or any of the Released Class Claims or Released PAGA Claims. Plaintiff shall be solely responsible for any such liens that exist and shall defend, indemnify and hold Released Parties harmless for any liability and costs, including any attorneys' fees and expert witness fees, related to any such liens that exist.

F. Interim Stay of Proceedings

65. Pending completion of all prerequisites necessary to effectuate this Settlement, including amending the Complaint, the Parties agree, subject to Court approval, to stay all proceedings in the Action except those necessary to effectuate the Settlement.

G. Notice Process

66. Appointment of Settlement Administrator. The Parties have agreed to the appointment of the Settlement Administrator to perform the duties of a settlement administrator, including mailing the Notice, using standard methods to obtain forwarding addresses, addressing questions from Class Members and PAGA Employees, independently reviewing and verifying documentation associated with any objections or opt-out requests, as needed, resolving any disputes regarding the calculation or application of the formula for determining the Individual Settlement Amounts, drafting and mailing the settlement checks to Participating Class Members and PAGA Employees, issuing Forms W-2 and 1099, handling all required tax payment reporting and filings related to the Settlement, disbursing payments in accordance with the Settlement and the Court's orders, and performing such other tasks as set forth herein or as the Parties mutually agree or that the Court orders.

67. Disputes Regarding Settlement Administration. Any and all disputes relating to the administration of the Settlement by the Settlement Administrator (except for disputes regarding Class Data) shall be referred to the Court, if necessary. The Court will have continuing jurisdiction over the terms and conditions of this Settlement Agreement until Plaintiff and Defendants notify the Court that all payments and obligations contemplated by this Settlement Agreement have been fully carried out. Before presenting any issue to the Court, counsel for the Parties will confer in good faith to resolve the dispute without Court intervention. The Settlement Administrator shall also be responsible for issuing to Plaintiff, Participating Class Members, PAGA Employees, and Class Counsel any Forms W-2, Forms 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Agreement. The Settlement Administrator shall also be responsible for setting up all necessary tax accounts and forwarding all payroll taxes and penalties to the appropriate government authorities on behalf of the Class and Defendants.

68. Class Data. Within fourteen (14) days after the Preliminary Approval Order entry, Defendants shall provide the Class Data to the Settlement Administrator. The Settlement Administrator will check the Class Members' addresses against those on file with the U.S. Postal Service's National Change of Address List. The Class Data provided to the Settlement

Administrator must be safeguarded and will not be provided to Class Counsel unless specific disclosure is required to effectuate Class Counsel's duties as specified in this Agreement and pursuant to the express written permission of Defendants' counsel or order of the Court. The Class Data will remain confidential, it shall be used solely to administer the Settlement, and it will not be used or disclosed to anyone, except as required by applicable tax authorities, pursuant to Defendants' express written consent, or by order of the Court.

69. Notice. As approved by the Court, the Settlement Administrator shall send the Notice to the Class Members by first-class mail, in English, within ten (10) calendar days following the Settlement Administrator's receipt of the Class Data. If any envelopes with the Notice are returned, the Settlement Administrator shall use standard methods, including a skip trace, to obtain forwarding addresses of Class Members.

70. Returned Notices. The Settlement Administrator will take steps to ensure that the Notice is received by all Class Members, including utilization of the National Change of Address Database maintained by the United States Postal Service to review the accuracy of and, if possible, update a mailing address. Notices will be re-mailed to any Class Member for whom an updated address is located within ten (10) calendar days following both the Settlement Administrator's learning of the failed mailing and its receipt of the updated address. The Notice shall be identical to the original Notice, except it shall notify the Class Member that the exclusion (opt-out) request or objection must be returned later than the Response Deadline or fifteen (15) days after remailing the Notice, whichever is later.

71. Presumption Regarding Receipt of Notice. It will be conclusively presumed that the Class Member receives the Notice if an envelope is not returned within thirty (30) days of the mailing.

72. Disputes Regarding Class Data. Class Members are deemed to participate in the Settlement unless they opt out. The Notice will inform Class Members of their estimated Individual Settlement Amount and the number of Workweeks Worked during the Class Period and Pay Periods during the PAGA Period. Class Members may dispute their Pay Periods Worked if they believe they were employed more Workweeks in the Class Period or Pay Periods during

the PAGA Period in California than Defendants' records show by timely submitting evidence to the Settlement Administrator. Defendants' records will be presumed determinative absent reliable evidence to rebut Defendants' records, but the Settlement Administrator will evaluate the evidence submitted by the Class Member and provide the evidence submitted to Class Counsel and Defendants' Counsel, who agree to meet and confer in good faith about the evidence to determine the Class Member's actual number of Workweeks and Pay Periods Worked and estimated Individual Settlement Amount. If Class Counsel and Defendants' Counsel cannot agree, they will defer to the Settlement Administrator to render a final decision. Class Members will have until the Notice Response Deadline to dispute Pay Periods Worked, object, or opt out, unless the Court extends. The Response Deadline shall be sixty (60) days after the original mailing date of the Notice by the Settlement Administrator. If the Settlement Administrator increases the number of Work Weeks and/or Pay Periods Worked for any Class Member, then the Settlement Administrator will recalculate the Participating Class Members' Individual Settlement Amounts; accordingly, in no event will Defendants be required to increase the Gross Settlement Amount.

73. Declaration of Due Diligence. The Settlement Administrator shall provide counsel for the Parties, at least twenty-five (25) days prior to the final approval hearing, a declaration of due diligence and proof of mailing with regard to the mailing of the Notice.

74. Class Members' Rights. Each Class Member will be fully advised of the Settlement, the ability to object to the provisions in the Settlement related to the Class Claims, and the ability to opt-out or request exclusion from the Class Claims provisions of the Settlement. The Notice will inform the Class Members of the Court-established deadlines for submitting objections or requesting exclusion from the Class Claims provisions of the Settlement in accordance with the following guidelines:

(a) Requests for Exclusion from Class Members. Any Class Member, other than Plaintiff, may request to be excluded from the Class by submitting a "Request for Exclusion" to the Settlement Administrator, postmarked on or before the Notice Response Deadline. The Request for Exclusion should state in words substantially to this effect:

"I WISH TO BE EXCLUDED FROM THE CLASS IN THE *DOBBINS TRANSPORTATION AND HAVEN, INC.* SETTLEMENT. I

UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THE CLASS CLAIMS IN THIS LAWSUIT.

Any Request for Exclusion must include the full name, address, telephone number, employee number or last four digits of the social security number or date of birth, and the signature of the Class Member requesting exclusion. The Request for Exclusion must be returned by mail to the Settlement Administrator at the specified address for the Settlement Administrator in the Notice. Any such Request must be made in accordance with the terms set forth in the Notice. A Request for Exclusion will be timely if postmarked by the Notice Response Deadline unless the Parties otherwise agree in writing. Any Class Member who timely requests exclusion in compliance with these requirements: (1) will not have any rights under this Agreement with respect to the Class Claims, including the right to object, appeal, or comment on the Settlement; (2) will not be entitled to receive any payments under this Agreement with respect to Class Claims; and (3) will not be bound by this Agreement, or the Judgment, with respect to the Released Class Claims.

(b) Binding Effect on Participating Class Members. Except for those Class Members who exclude themselves in compliance with the procedures set forth above, all Class Members will: (1) be deemed to be Participating Class Members for all purposes under this Agreement; (2) will be bound by the terms and conditions of this Agreement, the Judgment, and the Releases set forth herein; and (3) except as otherwise provided herein, will be deemed to have waived all objections to the fairness, reasonableness, and adequacy of the Settlement.

(c) Objections to Settlement of Class Claims. Provided they do not opt-out, any Class Member, other than Plaintiff, may object to the terms of this Agreement with respect to the Class Claims and may appear at the Final Approval Hearing and object whether or not they have submitted a written objection as outlined herein ("Objecting Class Member"). To object, a Class Member can inform the Settlement Administrator, in writing, of his/her/their objection, which must be postmarked by the Notice Response Deadline at the address set forth in the Notice. Such objection shall include the full name, address, telephone number, dates of employment with Defendants of the Objecting Class Member, the case name and number, the basis for the objection,

including any legal support, and each specific reason in support of the objection, as well as any documentation or evidence in support thereof, and, if counsel represents the Objecting Class Member, the name and address of his/her/their counsel. If any Objecting Class Member wishes to speak at the Final Approval Hearing with respect to the Class Claims, that Objecting Class Member's written submission should include a request to be heard, and the Court will determine whether Objecting Class Members will be permitted to speak. The Settlement Administrator shall provide objections, if any, to Class Counsel and Defendants' Counsel within three (3) days of receipt, and the Settlement Administrator shall attach the same to its declaration of due diligence described in Paragraph 73. Any Class Member who files an objection must not opt-out and will remain eligible to receive monetary compensation from the Settlement if it becomes final and binding. Where a Class Member files and submits both a timely objection and a timely request for exclusion, the request for exclusion will be deemed void, the objection will be duly noted as described in this Paragraph, and the Class Member will remain eligible to receive monetary compensation from the Settlement if it becomes final and binding. Plaintiff and Defendants shall not be responsible for any fees, costs, or expenses incurred by any Class Member and/or their counsel related to any objections to the Settlement. PAGA Employees may not object to or opt out of the Settlement with respect to the PAGA Claims.

(d) Failure to Object. Any Class Member who desires to object with respect to the Class Claims but fails to submit a timely written objection waives any right to object in writing and will be foreclosed from making any written objection to this Settlement.

(e) Responses to Objections. Counsel for the Parties may file a response to any objections submitted by Objecting Class Members at least five (5) court days before the date of the Final Approval Hearing.

75. Class Members will have until the Notice Response Deadline to object or submit a Request for Exclusion to the Settlement Administrator by U.S. Mail using the address provided in the Notice. The Settlement Administrator shall disclose jointly to Class Counsel and Defendants' counsel the written objections that were timely submitted and provide the number of Requests for Exclusion submitted every week throughout the notice period and upon the request

of Class Counsel or Defendants' Counsel. Within five (5) calendar days of the Notice Response Deadline, the Settlement Administrator shall provide counsel for the Parties a report containing (a) the total number of Class Members to whom notices were mailed, (b) the total number of notices that were returned and total notices that were remailed, (c) the date of the last notice remailed, (3) the total number of exclusions requests received and whether the requests were timely, and (4) the total number of objections received and whether the objections were timely.

76. Funding of the Settlement Amount. Defendants shall pay half of the Gross Settlement Amount within 30 days after final approval or February 15, 2026, whichever is later, and the remaining half within 3 months after the first payment is made.

77. Distribution of Funds. No later than seven (7) calendar days after the deposit of the payment into the QSF, the Settlement Administrator will mail the Individual Settlement Payments to the Participating Class Members, the payment for the attorneys' fees and costs to Class Counsel, any Service Award to the Class Representative (*i.e.*, Plaintiff), the payment to the LWDA for its portion of the PAGA Penalty, will pay itself the Settlement Administration Costs and will submit the employee and employer payroll tax withholdings on behalf of the Class and Defendants.

78. Deadline for Cashing Settlement Checks. Participating Class Members shall have 180 calendar days after mailing by the Settlement Administrator to cash their settlement checks. If any Participating Class Member's check is not cashed within that period, the check will be void, and a stop payment will be issued. All unclaimed funds after the 180-day deadline shall be sent to the *cy pres* recipient mutually selected by the Parties, and approved by the Court, in the name of the class member. The release will be binding upon all Participating Class Members regardless of whether or not they cash their checks within the 180-day period. In the event that any settlement check is returned to the Settlement Administrator within 180 days of mailing, the Settlement Administrator will, within five (5) business days of receipt of the returned settlement check, perform a skip trace to attempt to locate the individual. If a new address is obtained through these means or a forwarding address is available, the Administrator will have ten (10) business days to reissue the check. Neither Defendants, Defendants' Counsel, Class Counsel, Plaintiff, nor

the Settlement Administrator will have any liability for lost or stolen settlement checks, forged signatures on settlement checks, or unauthorized negotiation of settlement checks. Without limiting the foregoing, in the event a Participating Class Member notifies the Settlement Administrator that he/she/they believe that a settlement check has been lost or stolen, the Settlement Administrator shall immediately stop payment on such check. If the check in question has not been negotiated prior to the stop payment order, the Settlement Administrator will issue a replacement check.

79. No person shall have any claim against Defendants, Defendants' Counsel, Plaintiff, Class Counsel, or the Settlement Administrator based on mailings, distributions, payments, or reports made in accordance with or pursuant to this Agreement. This provision does not, however, prevent a Party from seeking enforcement of this Agreement.

H. Duties of the Parties Prior to the Court's Approval

80. Plaintiff will move the Court for Preliminary Approval of this Settlement and entry of the Preliminary Approval Order. Class Counsel will provide Defendants' Counsel with the opportunity to review and comment on all drafts of all pleadings, declarations and proposed orders to be filed in connection with the Motion for Preliminary Approval at least 10 calendar days before filing such Motion with the Court. Class Counsel and Defense Counsel shall work together in good faith to agree upon the content of the Motion for Preliminary Approval. Defendant shall not oppose Plaintiff's Motion for Preliminary Approval to the extent it is consistent with the terms and conditions of this Agreement and the content has been approved by Defendant prior to filing the Motion for Preliminary Approval. The Preliminary Approval Order shall accomplish the following:

- (a) Scheduling the Final Approval Hearing on the issue of whether this Settlement should be finally approved as fair, reasonable, and adequate as to the Participating Class Members and a hearing on fees, costs, and the Service Award;
- (b) Approving as to form and content the proposed Notice;
- (c) Directing the mailing of the Notice by first class mail to the Class Members;

(d) Preliminarily approving this Settlement in accordance with this Agreement and by submitting the Proposed Preliminary Approval Order; and

(e) Preliminarily certifying the class for purposes of this Settlement.

Plaintiff will also move the Court for Final Approval of this Settlement and entry of the Final Approval Order. Class Counsel will provide Defendants' Counsel with the opportunity to review and comment on all drafts of all pleadings, declarations and proposed orders to be filed in connection with the Motion for Final Approval at least 10 calendar days before filing such Motion with the Court. Class Counsel and Defense Counsel shall work together in good faith to agree upon the content of the Motion for Final Approval. Defendant shall not oppose Plaintiff's Motion for Final Approval to the extent it is consistent with the terms and conditions of this Agreement and the content has been approved by Defendant prior to filing the Motion for Final Approval.

81. Good Faith Efforts and Cooperation to Secure Approval. In the event the Court declines to approve this Agreement on its first hearing or subsequent hearings, the Parties agree to meet and confer in good faith to address the Court's concerns and to work together in good faith to evaluate potential revisions and/or additional submissions of information, declarations, etc., to address the Court's concerns and renew a motion for approval.

I. Duties of the Parties Following Court's Final Approval

82. In connection with the Final Approval Hearing provided for in this Settlement Agreement, Class Counsel shall submit the proposed Final Approval Order:

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

(b) Approving Class Counsel's application for an award of attorneys' fees and reimbursement of litigation costs and expenses, Individual Settlement Payments, the Service Award to the Class Representative, the PAGA Penalty, and the payment to the Settlement Administrator for costs of administering the settlement; and

(c) Entering judgment approving the Settlement, thereby permanently barring all Participating Class Members from prosecuting any Released Class Claims against any of the Released Parties and permanently barring all PAGA Employees and the State of California and

LWDA from prosecuting any Released PAGA Claims against any of the Released Parties.

J. Voiding the Agreement

83. If the Court fails or refuses to issue the Final Approval Order or fails to approve any material condition of this Settlement Agreement which effects a fundamental change of the Settlement, the entire Settlement Agreement shall be rendered voidable and unenforceable as to all Parties herein at the option of either Party.

84. If ten percent (10%) or more of the Class Members timely submit a Request for Exclusion, Defendants shall have the option of terminating or modifying this Agreement without prejudice to their pre-settlement positions and defenses in the Action. If Defendants exercise such option under this Paragraph, they shall be relieved of any obligation to pay the Gross Settlement Amount and all other obligations from the Settlement by giving notice to Plaintiff's Counsel and the Settlement Administrator within ten (10) days after the Notice Response Deadline. If Defendants exercises its option under this Paragraph, the Parties shall each be responsible for one-half of the Settlement Administration Costs incurred.

85. If the Settlement is voided or fails for any reason, Plaintiff and Defendants will have no further obligations under the Settlement, including any obligation by Defendants to pay the Gross Settlement Amount, or any amounts that otherwise would have been owed under this Settlement. In addition, the Parties will be placed in the same position they were in before reaching this Settlement with the same rights, including without limitation the right of Defendants to contest the merits of Plaintiff's claims and class certification, and Plaintiff's pursuit of a representative action under PAGA.

86. If the Settlement is voided or fails for any reason, any costs incurred by the Settlement Administrator shall be borne equally by Defendants and Plaintiff unless otherwise specified in this Agreement.

K. Other Terms

87. Full and Complete Defense. This Agreement may be pleaded by any Released Party as a full and complete defense to and may be used as the basis for an injunction against, any action, suit, or other proceeding that has been or may be instituted, prosecuted, or attempted,

asserting any Released Class Claim or Released PAGA Claim.

88. Waiver. The waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

89. Parties' Authority. The signatories hereto represent that they are fully authorized to enter into this Settlement Agreement and bind the Parties hereto to the terms and conditions hereof.

90. Mutual Full Cooperation. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties to this Settlement Agreement shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement and the terms set forth herein. As soon as practicable after execution of this Settlement Agreement, Class Counsel shall, with the assistance and cooperation of Defendants and Defendants' Counsel, take all necessary steps to secure the Court's preliminary and final approval of the settlement and the final entry of judgment.

91. No Prior Assignments. The Parties hereto 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 rights released and discharged by this Settlement Agreement.

92. Inadmissibility of Agreement. Whether or not the Court issues the Final Approval Order, nothing contained herein, nor the consummation of this Settlement Agreement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendants or any of the other Released Parties. Each of the Parties hereto has entered into this Settlement Agreement with the intention of avoiding further disputes and litigation with the attendant inconvenience and expenses. This Settlement Agreement is a settlement document, and it, along with all related documents such as the notices and motions for preliminary and final approval, shall, pursuant to Evidence Code § 1152 and/or Federal Rule of Evidence 408, be

inadmissible in evidence in any proceeding, except an action or proceeding to approve the settlement, and/or interpret or enforce this Settlement Agreement. The stipulation for class certification as part of this Settlement Agreement is for settlement purposes only. If the settlement is not approved for any reason, the stipulation will be of no force or effect.

93. Notices. Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed:

To the Class Members and PAGA Employees:

Mehrdad Bokhour
mehrdad@bokhourlaw.com
 1901 Avenue of the Stars, Suite 450
 Los Angeles, California 90067
 Tel: (310) 975-1493; Fax: (310) 675-0861

Joshua Falakassa
josh@falakassalaw.com
 1901 Avenue of the Stars, Suite 920
 Los Angeles, California 90067
 Tel: (818) 456-6168; Fax: (888) 505-0868

To Defendants:

Stacy L. Henderson
stacy@hendersonhatfield.com
 Raquel Arreola Hatfield
raquel@hendersonhatfield.com
 Henderson Hatfield,
 A Professional Corporation
 1101 15th Street
 Modesto, California 95354

94. Publicity. Plaintiff and Class Counsel agree to discuss the terms of this Settlement only in declarations submitted to a court or court hearings to establish their adequacy to serve as a class representative in this case, in declarations submitted to a court in support of a motion for attorney's fees in this case, and in discussions with Class Members in the context of administering this Settlement.

95. Construction. The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arms' length negotiations between the Parties and that this Settlement Agreement shall not be construed in favor of or against any Party

by reason of the extent to which any Party or their counsel participated in the drafting of this Settlement Agreement. Plaintiff and Defendants expressly waive the common-law and statutory rule of construction that ambiguities should be construed against the drafter of an agreement and further agree, covenant, and represent that the language in all parts of this Agreement shall be in all cases construed as a whole, according to its fair meaning.

96. Captions and Interpretations. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is contractual and not merely a recital.

97. Modification. This Settlement Agreement may not be changed, altered, or modified, except in writing and signed by the Parties hereto, and approved by the Court. This Settlement Agreement may not be discharged except by performance in accordance with its terms or by writing signed by all of the Parties hereto.

98. Dispute Resolution. Prior to instituting legal action to enforce the provisions of this Agreement or to declare rights and/or obligations under this Agreement, a Party shall provide written notice to the other Party and allow an opportunity to cure the alleged deficiencies, and Plaintiff and Defendants agree to seek the help of the mediator identified in this Agreement to resolve any dispute they are unable to resolve informally. During this period, the Parties shall bear their own attorneys' fees and costs.

99. Court Retains Jurisdiction. The Parties agree that upon the entry of judgment of dismissal pursuant to the terms of this Agreement, that, pursuant to Code of Civil Procedure § 664.6, the Court shall retain exclusive and continuing equity jurisdiction of this Action over all Parties to interpret, enforce, and effectuate the terms, conditions, intents, and obligations of this Agreement.

100. Enforceability. Pursuant to Evidence Code § 1123(a) and (b), this Agreement is intended by the Parties to be and shall be, enforceable, binding, and admissible in a court of law.

101. Choice of Law. This Settlement Agreement shall be governed by and construed, enforced, and administered in accordance with the laws of the State of California, without regard

to its conflicts-of-law rules.

102. Integration Clause. This Settlement Agreement contains the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

103. Binding On Assigns. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors, and assigns.

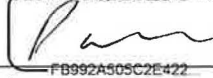
104. Signatures of All Class Members Unnecessary to be Binding. It is agreed that, because the members of the Settlement Class are numerous, it is impossible or impractical to have each Participating Class Member execute this Settlement Agreement. The Notice will advise all Participating Class Members of the binding nature of the releases provided herein and such shall have the same force and effect as if each Participating Class Member executed this Settlement Agreement.

105. Counterparts. This Settlement Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with other signed counterparts, shall constitute one fully signed Settlement Agreement, which shall be binding upon and effective as to all Parties. Electronic signatures and photocopies of signature pages shall have the same force and effect as an original.

APPROVAL AND EXECUTION BY PARTIES:

Dated: 9/05, 2025

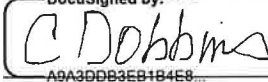
PLAINTIFF AND CLASS REPRESENTATIVE:


 FB992A505C2E422
 Davin McCarty

Dated: 9/11/2025, 2025

DEFENDANTS:

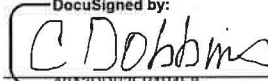
DOBBINS TRANSPORTATION:

Signature:  DocuSigned by: A9A3DD83EB1B4E8...

Printed Name: CHANTE DOBBINS

Position: PRESIDENT

HAVEN, INC.:

Signature:  DocuSigned by: A9A3DD83EB1B4E8...

Printed Name: CHANTE DOBBINS

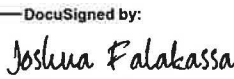
Position: PRESIDENT

APPROVED AS TO FORM:

Dated: September 5, 2025

CLASS COUNSEL:

FALAKASSA LAW, P.C.

 DocuSigned by: 15A628B2C6A148C...

Joshua Falakassa
Attorneys for Plaintiff

Dated: September 6, 2025

BOKHOUR LAW GROUP, P.C.

 Signed by: D8D3643F271940F...

Mehrdad Bokhour
Attorneys for Plaintiff

Dated: Sept. 18, 2025

DEFENDANTS' COUNSEL:

**HENDERSON HATFIELD
A Professional Corporation**



Stacy L. Henderson
Attorneys for Defendants
Dobbins Transportation and Haven, Inc.

EXHIBIT “A”

NOTICE OF SETTLEMENT OF CLASS ACTION

Davin McCarty v. Dobbins Transportation and Haven, Inc
Superior Court of the State of California, County of Merced
Case No. 25-CV00983
LWDA Case No. LWDA-CM- 1079614-25

To: All current and former non-exempt hourly employees employed by Dobbins Transportation, (the “Company”) in California at any time between February 12, 2021, through August 10, 2025 (the “Class”) and all current and former non-exempt hourly employees employed by Dobbins Transportation, at any time between February 12, 2024, through August 10, 2025 (the “Aggrieved Employees”):

THIS NOTICE is about a proposed settlement of a class action lawsuit, and an announcement of a court hearing that you may choose to attend. Your rights may be affected by the legal proceedings in this action. The Court will conduct a hearing on [REDACTED], 2026 to address whether the proposed settlement should be approved (“Final Approval Hearing”). You may be entitled to receive payment under the terms of this class action settlement contained in the Settlement Agreement, which documents the terms of the settlement that the Court has preliminarily approved (the “Settlement”).

You have been identified as a Class Member in the above lawsuit. Under the terms of the proposed settlement, you are estimated to receive approximately **\$INSERT AMOUNT** as your share of the Net Settlement Amount should the Court approve the Settlement. Please note that this is only an estimate. Your actual share of the Net Settlement Amount may be more or less than this estimate. Your estimate is based on the number of weeks you performed any work for the Company (referenced herein as “Workweeks” or Weeks Worked”) in California between February 12, 2021, through August 10, 2025 (the “Class Period”).

Additionally, the lawsuit seeks civil penalties under the California Private Attorney General Act (“PAGA”) for all current and former hourly, nonexempt employees who were employed by the Company in California at any time from February 12, 2024, through August 10, 2025 (the “PAGA Period”), who are referred to as “Aggrieved Employees.” Your share of the Net Settlement Amount will also include your portion of the PAGA penalties based on the number of pay periods you worked during the PAGA Period.

Your options and eligibility requirements for receiving payments are described below.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT (SEE SECTION VIII FOR MORE DETAILS)	
DO NOTHING	Receive a settlement payment and give up your right to sue on the Released Claims described in Section III. This settlement does <u>not</u> require a claims process to receive a payment. Therefore, there is <u>no</u> claim form for you to complete should you wish to receive payment. You are automatically included and eligible to receive a payment once the Court approves the settlement.
EXCLUDE YOURSELF	You may “opt-out” of any connection with this case including any right to a settlement payment. If you choose to opt-out, you must submit a Request for Exclusion by [REDACTED], 2026 (see Section VI). All persons who validly and timely opt-out of the Settlement will <u>not</u> receive any settlement payment and will preserve Released Claims described in Section IV subject to applicable statutes of limitations, except that Settlement Class Members who worked during the PAGA Period are nevertheless bound by the release of the PAGA claims.

OBJECT	Write to the Court and Settlement Administrator about why you do not like the Settlement by completing and submitting an Objection by [REDACTED], 2026 (see Section VI) or make an objection at the Final Approval Hearing.
GO TO A HEARING	Ask to speak in Court about the terms of the Settlement. The next scheduled hearing is the Final Approval Hearing on [REDACTED].

I. Why should I read this Notice?

The Court has granted preliminary approval of a proposed settlement (the “Settlement”) in *McCarty v. Dobbins Transportation and Haven, Inc.*, Merced County Superior Court Case No. 25CV-00983, (the “Lawsuit”). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

The Company’s records show that you were employed in California as a non-exempt employee (meaning you were paid hourly or otherwise eligible for overtime pay) at some point between February 12, 2021, through August 10, 2025 (“Class Period”). The Court ordered this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE SETTLEMENT: If you were employed by the Company as a non-exempt employee in California during the Class Period, you are automatically included in the Settlement and do not need to take any further action to receive a payment.

The purpose of this Notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the proposed Settlement, and to discuss your rights and options in connection with the Lawsuit and the Settlement.

II. What is this lawsuit about?

On or about February 13, 2025, Plaintiff Davin McCarty filed a Class Action Complaint in the Court against Defendant, including causes of action asserting: (1) failure to pay all overtime wages, (2) failure to pay all minimum wages (3) failure to provide rest periods, (4) failure to provide meal periods, (5) wage statement violations, (6) waiting time penalties, (7) failure to reimburse necessary business expense, (8) unfair competition, and (9) PAGA Penalties.

The Company denies these allegations and contends that it has done nothing wrong. The Company denies that its owe any wages, expenses, restitution, penalties, or other damages. Accordingly, this Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of the Company, both of which expressly deny any and all liability.

The Court has not ruled on the merits of Plaintiff’s claims. And, by approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case if it went to trial. However, to avoid additional expense, inconvenience, and risks of continued litigation, the Company and Plaintiff have concluded that it is in their respective best interests and the interests of the Settlement Class to settle the Lawsuit on the terms summarized in this Notice. After extensive discovery and providing information to Class Counsel, the Settlement was reached following an arm’s length mediation.

The Class Representatives and Class Counsel support this Settlement. Among the reasons for their support are the defenses to liability potentially available to the Company, the risk of denial of class certification, the inherent risk of trial on the merits, and the delays and uncertainties associated with litigation.

If you are still employed by the Company, this Settlement will not affect your employment. California law strictly prohibits unlawful retaliation. Further, the Company will not take any adverse action against or

otherwise target, retaliate, or discriminate against any Class Member because of the Class Member's participation or decision not to participate in this Settlement. If a Class Member does not participate, his/her share will be paid to those who do participate.

III. Who are the attorneys representing Plaintiff and the Class Members?	
Mehrdad Bokhour Bokhour Law Group, P.C. <i>mehrdad@bokhourlaw.com</i> 1901 Avenue of the Stars, Suite 520 Los Angeles, California 90067 Tel: (310) 975-1493; Fax: (310) 675-0861	Joshua S. Falakassa Falakassa Law, P.C. <i>josh@falakassalaw.com</i> 1901 Avenue of the Stars, Suite 520 Los Angeles, California 90067 Tel: (818) 456-6168; Fax: (888) 505-0868
IV. What are the terms of the Settlement?	

On [PA DATE], the Court certified a class, for settlement purposes only, of all non-exempt employees employed by the Company in California between February 12, 2021 through August 10, 2025 (the "Settlement Class"). Individuals who do not opt out of the Settlement Class, pursuant to the procedures set forth in this Notice, ("Class Members") will be mailed Settlement checks and in exchange be bound by the Settlement and release of Released Claims.

Without admitting any wrongdoing, and after expressly denying the Company has agreed to pay \$240,000.00 (the "Settlement Amount") in U.S. dollars to fully resolve all claims in the Lawsuit, which includes payments for Individual Settlement Payments to eligible Class Members, attorneys' fees and costs, payments to the California Labor and Workforce Development Agency ("LWDA") and PAGA aggrieved employees, Settlement Administration Costs, Class Representative Service Payments and the employer's share of taxes and withholdings.

The Parties agreed to the following payments from the Settlement Amount:

Settlement Administration Costs. The Court has approved ILYM Group, Inc., ("ILYM") to act as the "Settlement Administrator," who is sending this Notice to you and will perform many other duties relating to the Settlement. Under the Settlement, a maximum of \$ 5,000 will be paid from the Settlement Amount to pay the Settlement Administration Costs. Settlement Administration Costs not incurred by the Settlement Administrator or awarded by the Court will be added to the Net Distribution Fund and distributed to Participating Class Members.

Penalties to the LWDA. The Parties agree that \$5,000.00 is allocated to alleged PAGA Penalties and will be paid entirely from the Gross Settlement Amount, subject to Court approval. Of this amount, \$3,250.00 (65%) shall be paid to the LWDA in satisfaction of Plaintiff's claims for civil penalties under the PAGA, and \$1,750.00 (65%) will be included in the Individual Settlement Amounts, payable to the PAGA Employees.

The PAGA Period means February 12, 2024, through August 10, 2025.

Aggrieved Employees are eligible to receive payment under the PAGA Settlement of their pro rata share of the PAGA Amount, based on the number of Pay Periods during which each Aggrieved Employee worked during the PAGA Period relative to the total number of Pay Periods Worked by all Aggrieved Employees during the PAGA Period.

Service Payment to Settlement Class Representatives. Class Counsel will ask the Court to award Class Representatives a Service Payment in the amount of \$10,000 to Plaintiff to compensate him for his for service and extra work provided on behalf of the Class Members. The Class Representatives also may

receive a share of the Settlement as a Class Member. The Service Payment is subject to approval from the Court and will be paid from the Gross Settlement Amount. Any Service Award not awarded by the Court will be added to the Net Distribution Fund and distributed to Class Members who do not opt out of this Settlement.

Attorneys' Fees and Expenses. Class Counsel, which includes two law firms (Falakassa Law, P.C. and Bokhour Law Group, P.C.), have been prosecuting the Lawsuit on behalf of the Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Settlement Amount. Class Members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for fees of one-third (\$33.33%) of the common fund Settlement Amount as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through finalization of the Settlement. Class Counsel also will ask for reimbursement of up to \$15,000 for the costs Class Counsel incurred in connection with the Lawsuit.

Calculation of Individual Settlement Payments to Class Members. After deducting the amounts above, the balance will form the Net Settlement Amount for distribution to the participating Class Members (who are Class Members who do not opt-out). The Net Settlement Amount for class claims will total approximately \$ [REDACTED]. Compensable workweeks will be all Workweeks Worked by the Settlement Class Members during the Class Period at the Company in California. The Settlement Administrator will calculate the total number of workweeks that all Class Members who do not opt- out (i.e., "Participating Class Members") worked during the Class Period ("Total Class Pay Periods"). The Settlement Administrator shall determine the value of each Work Week Worked by dividing the Net Distribution Fund by the total number of Work Week Worked by Participating Class Members during the Class Period ("Class Work Week Value"). To determine each Participating Class Member's settlement payment, the Settlement Administrator will multiply the individual's Total Class Pay Periods Worked by the Class Pay Period Value (if the Class Member is a Participating Class Member). These payments will be subject to any legally required employee-side and employer-side payroll taxes and withholdings or deductions calculated by the Settlement Administrator, which are part of the Gross Settlement Amount. Similarly, the PAGA payment will be determined by dividing the 35% of the PAGA Penalty allocated for PAGA Employees (i.e., \$1,750.00) by the Total PAGA Pay Periods for all PAGA Employees ("PAGA Pay Period Value"). This PAGA Pay Period Value will be multiplied by the number of Pay Periods by each PAGA aggrieved employee to determine the PAGA payment for each PAGA aggrieved employee. Currently, your projected class payment is \$ [REDACTED] and your projected PAGA payment is \$ [REDACTED].

For each Settlement Class Member, the Weeks Worked at the Company during the Class Period will be calculated from Company's records. The Company's records indicate that you worked for [TOTAL WORKWEEKS] Workweeks in California during the Class Period of February 12, 2021 through August 10, 2025. If you disagree with this number, you may submit by mail evidence to the Settlement Administrator on or before [REDACTED], 2026, with documentation to establish the number of weeks you claim to have actually worked for the Company in California between February 12, 2021 through August 10, 2025 (excluding any excluded workweeks). **DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED; DO NOT SEND ORIGINALS.** The Parties and Administrator will evaluate the evidence submitted by the Settlement Class member and discuss in good faith how many Workweeks should be credited to each Settlement Class member. If the Parties are unable to agree, the Settlement Administrator will render a final decision.

Payments to Class Members. After the Court grants Final Approval of the Settlement, Judgment is entered, and the time to file an appeal has expired, settlement checks will be mailed to all participating Class Members who did not timely request to be excluded. Participating Class Members will have 180 days from the issuance of the last check to cash all of the checks. If any Class Member fails to timely cash a settlement check, a stop payment will be placed on the check and the unclaimed funds will be paid to the California State Controller's Office in the name of the Class Member, so that the Class Member can attempt to collect the funds at a later date.

Allocation and Taxes. Ten percent (10%) of the Settlement Amount distributed to each participating Class Member will be considered and reported as “wages” (W-2 reporting). Ninety percent (90%) of the Settlement Amount will be distributed to each participating Class Member as “interest” and as “civil penalties” (Form 1099 reporting). The Settlement Administrator shall take all usual and customary deductions from the Settlement payments that are distributed as wages, including, but not limited to, state and federal tax withholding, disability premiums, and unemployment insurance premiums. There will be no deduction taken from the interest or non-wage penalty distribution; however, it will be reported on IRS Form 1099 as income. The Company’s portion of the any state and federal taxes is included in the Settlement Amount. Class Members are responsible for the proper income tax treatment of the Settlement Amounts. The Settlement Administrator, Company and its counsel, and Class Counsel cannot provide tax advice and make no representations as to the tax treatment or legal effect of the Individual Settlement Payments. Participating Class Members will be solely responsible for the payment of any taxes and penalties assessed on their Individual Settlement Payments. Accordingly, Class Members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. Once the Court approves the proposed Settlement, enters Judgment and the Company funds the Settlement Amount, then the Settlement Agreement will bind all participating Class Members who have not opted out of the Settlement, and will bar them from bringing certain claims against the Company as described below. Specifically, after Final Approval by the Court, the Settlement Class Members, for themselves and for their respective agents, spouses, domestic partners, marital community, children, estates, trusts, attorneys, heirs, predecessors, successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, assigns, and representatives, will forever completely release and discharge the Defendant, each of them, and each of their parent, subsidiary, and affiliated entities, and each of their predecessors, successors, and assigns, and each of their former and present directors, officers, shareholders, owners, members, employees, investors, attorneys, insurers, agents, and representatives, as well as any alleged joint employer of Plaintiff, the Settlement Class Members, and the Allegedly Aggrieved Employees of all claims that were pled in the Second Amended Complaint and all claims that reasonably could have been alleged in the Second Amended Complaint based on the facts alleged therein, or that arise from, are attributable to, or are related to the facts asserted therein, except the claim under the PAGA, including claims for (1) failure to pay all overtime wages, (2) failure to pay all minimum wages (3) failure to provide rest periods, (4) failure to provide meal periods, (5) wage statement violations, (6) waiting time penalties, (7) failure to reimburse necessary business expense, and (8) unfair competition. These released claims and damages are hereinafter referred to as “Released Claims.” The time period governing these Released Class Claims shall be at any time from February 12, 2021 through August 10, 2025 (“Release Period”). Any Settlement Class Member who timely requests exclusion in compliance with these requirements will not be bound by this Release, except that Settlement Class Members who worked during the PAGA Period are nevertheless bound by the release of the PAGA claims.

Likewise, the “PAGA Claims” or “Released PAGA Claims” shall include any and all claims for civil and statutory penalties pursuant to PAGA based on the allegations stated in the PAGA Notice and that were or that reasonably could have been pled in the First Amended Complaint, as defined above, based on the facts alleged therein, including claims for claims (1) failure to pay all overtime wages, (2) failure to pay all minimum wages (3) failure to provide rest periods, (4) failure to provide meal periods, (5) wage statement violations, (6) waiting time penalties, (7) failure to reimburse necessary business expense, (8) unfair competition, and (9) PAGA Penalties. The time period governing these Released PAGA Claims shall be at any time from February 12, 2024, through August 10, 2025

Waiver of Labor Code Section 206.5(e). Class Members who do not opt out will be deemed to have acknowledged and agreed that their claims for wages and/or penalties in the Lawsuit are disputed, and that the Individual Settlement Payments constitute payment of all sums allegedly due to them. Class Members will be deemed to have acknowledged and agreed that California Labor Code Section 206.5 is not applicable to the Individual Settlement Payments. That section provides in pertinent part as follows:

“No employer shall require the execution of any release of any claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of such wages has been made.”

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of Judgment.

V. How can I claim money from the settlement?

You are automatically included as a Settlement Class Member to receive an Individual Settlement Payment, provided that you do not exercise your right to opt-out as explained below, and do not have to take any further action. It is the responsibility of all Class Members to ensure that the Settlement Administrator has your current address on file, or you may not receive important information or an Individual Settlement Amount.

VI. What other options do I have?

- A. **Do Nothing and Participate in the Settlement.** Under the Settlement, you will automatically receive an Individual Settlement Payment unless you exclude yourself from the settlement by following the exclusion procedure set forth below. If you disagree with the number of Weeks Worked, as described in this Notice, you may dispute the allocation of the Settlement without excluding yourself or objecting, as described below.

If you are a current employee, your decision as to whether or not to participate in this Settlement will not be considered by the Company and the Company will not take any adverse employment action against you based on your participation in the Settlement.

- B. **Exclude Yourself from the Settlement.** If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a “Request for Exclusion from the Class Action Settlement” letter/card postmarked no later than [REDACTED], 2026 with your full name, address, telephone number, employee number or last four digits of the social security number or date of birth, and the signature of the Class Member requesting exclusion. The Request for Exclusion should state:

“I WISH TO BE EXCLUDED FROM THE CLASS IN THE DOBBINS TRANSPORTATION AND HAVEN, INC., SETTLEMENT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THE CLASS CLAIMS IN THIS LAWSUIT.”

Send the Request for Exclusion directly to the Settlement Administrator, [ADDRESS], postmarked no later than [REDACTED], 2026. Any person who files a timely Request for Exclusion from the Class Action Settlement, upon receipt: (1) will not have any rights under this Agreement with respect to the Class Claims, including the right to object, appeal, or comment on the Settlement; (2) will not be entitled to receive any payments under this Agreement with respect to Class Claims; and (3) will not be bound by this Agreement, or the Judgment, with respect to the Released Class Claims.

- C. **Object to Settlement.** You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the proposed Settlement, or any portion of it, you may submit a written objection stating your full name, address, telephone number, dates of employment with Defendants of the Objecting Class Member, the case name and number, the basis for the objection, including any legal support, and each specific reason

in support of the objection, as well as any documentation or evidence in support thereof, and, if counsel represents the Objecting Class Member, the name and address of his/her/their counsel. Objections must be in writing and must be mailed to the Settlement Administrator, [ADDRESS], by no later than [REDACTED], 2026 for your objection to be considered. **You need not object to the Settlement if you only dispute the number of Weeks Worked. You may dispute your Weeks Worked by submitting evidence to the Settlement Administrator regarding your employment at the Company. The Settlement Administrator and ultimately the Court will determine the validity of your dispute.**

If the Court rejects your objection, if you want to preserve your rights to appeal from judgment, including all rights to any post-judgment proceedings and appellate proceeding, then you must timely and properly become a party of records in this case by intervening or filing a motion to vacate the judgment. Please consult with an attorney to ensure you understand the proper procedure and timing to become a party of record by intervening in the action or filing a motion to vacate the judgment.

Any class member may appear at the Final Approval Hearing to make an oral objection whether or not any written objection or notice of appearance has been provided.

If you choose to object to the Settlement, you may also appear at the Final Approval Hearing scheduled for [REDACTED], 2026, at 8:30 a.m. in Courtroom 8 of the Merced County Superior Court, located at 627 W. 21st Street, Merced, California 93540. You have the right to appear either in person or through your own attorney at this hearing. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before [REDACTED], 2026. All objections or other correspondence must state the name and number of the case. If you wish to appear at the Final Approval Hearing, please contact Class Counsel or the Settlement Administrator in advance of the scheduled hearing to ensure that the hearing has not been continued by the Court.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as participating Class Members who do not object. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment before entry of judgment.

VII. What is the effect of the settlement?

Released Rights and Claims. The Settlement is intended to settle all claims against the Released Parties that were asserted or could have been asserted in the Lawsuit regarding the alleged violations of wage and hour laws. If you were employed by the Company in California at any time during the Class Period and do not elect to exclude yourself from the Settlement Class, you will be deemed to have entered into this Release and to have released the above-described Released Claims. If the Settlement is not approved by the Court or does not become final for some other reason, the Lawsuit may continue, and the releases will not take effect.

VIII. What is the next step?

The Court will hold a Final Approval Hearing regarding the adequacy, reasonableness, and fairness of the Settlement, Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses, and the Service Payments to the Class Representatives on [REDACTED], 2026 at 8:30 a.m. in Courtroom 8 of the Merced County Superior Court, located at 627 W. 21st Street, Merced, California 93540.

You may also consult the Superior Court website to access documents by going to (<https://jpportal.mercedcourt.org/MERCEDPUBLIC/Home/Dashboard/29>) and entering the Case Number for the Action, Case No. 25CV-00983.

To confirm the date and location of the hearing, please visit the Court website below and enter the case number: 25CV-00983.

<https://jpportal.mercedcourt.org/MERCEDPUBLIC/Home/Dashboard/29>

You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

IX. How can I get additional information?
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This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Stipulation for Class Action Settlement and Release of Claims (the Settlement Agreement) at Office of the Clerk, Merced County Superior Court, located at 627 W. 21st Street, Merced, California 93540, during regular court hours. You may also contact Class Counsel or the Settlement Administrator using the contact information listed above for more information.

Class Members are encouraged to appear remotely via CourtCall or Zoom by contacting the Judicial Assistant in Courtroom 8 for further instructions.

The Settlement Administrator will also post a copy of the final judgment on its website, which can be accessed at the following URL:

**PLEASE DO NOT CALL OR WRITE THE COURT
FOR INFORMATION ABOUT THIS SETTLEMENT**