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Attorneys for Plaintiff Michael Bolds,
on behalf of himself and all others similarly situated

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN BERNARDINO

MICHAEL BOLDS, on behalf of himself and
all others similarly situated,

Plaintiff,

v.

TRANSPORTUS INC., a California
Corporation; and DOES 1 Through 10,
inclusive,

Defendant.

Case No. CIVSB2515019

ASSIGNED FOR ALL PURPOSES TO:

The Honorable Donald Alvarez
Department S23

CLASS ACTION

**DECLARATION OF ISAM C. KHOURY IN
SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT**

Date: June 11, 2026

Time: 9:00 a.m.

Dept.: S23

Complaint filed: May 27, 2025

Trial date: Not Set

1 I, Isam C. Khoury, declare as follows:

2 1. I am a Founding Partner at the law firm of Cohelan Khoury & Singer, co-counsel
3 of record for Plaintiff Michael Bolds in this action. I submit this declaration in support of
4 Plaintiff's Motion for Preliminary Approval of Class and Representative Action Settlement. The
5 following facts are within my personal knowledge and if called to testify I could and would
6 competently testify to them.

7 2. I am a 1973 Hastings School of Law graduate and was admitted to the California
8 State Bar in 1974 and am admitted to practice in all state courts in California and in the all federal
9 courts in California, as well as the First Circuit Court of the State of Hawaii and the United States
10 Court of Appeals for Sixth Circuit.

11 3. In 1981, Timothy D. Cohelan and I formed Cohelan & Khoury, a Partnership of
12 Professional Law Corporations, and within a few years began to focus on class actions. Cohelan
13 & Khoury became Cohelan Khoury & Singer in 2009. Our firm represents plaintiffs in class and
14 representative action litigation, including wage and hour, labor and employment, antitrust,
15 consumer protection, construction defect and other public interest class and representative
16 actions.

17 4. I, along with Partner Diana M. Khoury, have been selected by our peers based on
18 ethics, experience and reputation as Super Lawyers in Civil Litigation by the Southern California
19 Super Lawyers Magazine for the years 2012 through the present. Michael D. Singer, Managing
20 Partner, was named to the Daily Journal 2012, 2013, and 2018 list of Top California Labor and
21 Employment Attorneys and selected to the Southern California Super Lawyers in 2010, 2012-
22 2019. Mr. Singer was admitted as a fellow to the College of Labor and Employment Attorneys in
23 2020. I am AV – Preeminent rated by Martindale-Hubbell, as are many attorneys in our firm.

24 5. Cohelan Khoury & Singer has been certified by the State Bar of California to
25 provide the Mandatory Continuing Legal Education activity entitled "Litigating California Class
26 Actions" and has conducted MCLE certified seminars on this topic. Senior Partner, Timothy D.
27 Cohelan, is the author of Cohelan on California Class Actions (1997-2025, updated annually),
28 part of Thomson Reuters Expert Series updated annually. Michael D. Singer is a contributing

author on the CEB publication California Wage and Hour Law: Compliance and Litigation (2010-2025 updated annually), in which he wrote the opening chapter overview on California Wage and Hour laws, including the public policy underpinnings for those laws, and the Private Attorneys General Act (“PAGA”) Claim chapter. He is also a contributing author to the CEB Practitioner (2020), including guidelines for oral argument and forms for PAGA litigation. Mr. Singer has served as a columnist for the California State Bar, Litigation Section on wage and hour litigation and has contributed articles on wage and hour and class action issues through the years to numerous California publications.

6. Prior to COVID-19, Mr. Singer typically lectured several times per year for continuing education courses on wage and hour and class action issues at events in San Diego, Orange County, Los Angeles, and San Francisco. For over twelve years, he has served as wage and hour amicus co-chair and liaison for the California Employment Lawyers Association, drafting, reviewing, and coordinating amicus filings on wage and hour issues in the California Supreme Court and Courts of Appeal. He has been engaged in the practice of labor and employment law since 2000, handling well over 300 wage and hour class and PAGA actions and several individual labor cases. He has litigated several types of employment actions, including complex ERISA employee welfare benefit plan cases, as well as wage and hour class actions before Federal and State Courts in California. In 2014, Mr. Singer tried a wage and hour class action involving claims for illegally deducted wages and unreimbursed expenses. *Dilts v Penske Logistics LLC, Inc.* Mr. Singer successfully appealed the trial court ruling in *Dilts* finding state laws preempted by the FAAAA for truck drivers. Mr. Singer has participated in over 50 appellate cases and argued writs and appeals before several California District Courts of Appeal, arguing for plaintiffs on rehearing in *Brinker International Inc. v. Superior Court* before the Fourth District Court of Appeal, as well as federal appeals in the Second, Third, and Ninth Circuit Courts of Appeals. In addition, Mr. Singer has drafted numerous appellate briefs as the appellant, respondent, or amicus curiae in employment class and individual actions. As co-Class Counsel in *Brinker Restaurant Corp. v. Superior Court* [formerly reported at (2008)165 Cal.App.4th 25], Mr. Singer argued before the Fourth District Court of Appeal in May 2008 on transfer from the

1 California Supreme Court, and co-authored the successful Petition for Review.

2 7. Partner Maggie Realin worked for a certified appellate law specialist in San Diego
3 for five years. Subsequently, she was an associate at a San Diego consumer class action firm,
4 where she represented consumers in class actions against large corporations, specifically in the
5 area of deceptive food labeling. Ms. Realin then joined an employment class action firm in 2013,
6 where she focused on representing employees in wage and hour class actions. On February 26,
7 2020, Ms. Realin was rated AV Preeminent by Martindale Hubbell. In 2024, Ms. Realin joined
8 Cohelan Khoury & Singer, where her practice continues to focus on employee-side wage and
9 hour class actions.

10 8. My firm has successfully tried class cases, obtained appellate reversals of class
11 certification denials (*e.g. Hicks v. Kaufman and Broad*, (2001) 89 Cal.App.4th 908), and has
12 certified multiple wage and hour class.

13 9. As a part of our overall firm philosophy lawyers perform community service and
14 pro bono work. Firm volunteer work includes service through Legal Aid at Work, San Diego
15 Volunteer Lawyer Program, the San Diego County Bar Foundation and Consumer Attorneys of
16 San Diego. I am a past recipient of the Wiley W. Manuel Award for Pro Bono Service. Mr. Singer
17 has served on the Legal Aid at Work Board of Directors since 2011. Mr. Cohelan served as the
18 Chair of the San Diego Volunteer Lawyers Program from 2015-2018, and currently sits on the
19 Board as past Chair. He completed 24 years of volunteer judicial service as a Judge Pro Tem of
20 the San Diego Superior Court. Since admission to the California Bar, Partner Diana M. Khoury
21 has been a member of the San Diego County Bar Association, Consumer Attorneys of San Diego,
22 Consumer Attorneys of California, and American Association for Justice serving and chairing
23 various committees through the years for these organizations. For six years from 2010 through
24 2015, Ms. Khoury served on the Board of Directors for Consumer Attorneys of San Diego. Since
25 2013, Ms. Khoury actively serves on the Board of Directors for the San Diego County Bar
26 Foundation, the 501(c)(3) charitable arm of the San Diego County Bar Association providing
27 access to justice to the underserved and impoverished in the San Diego County region. Ms. Realin
28 and Mr. Geraci are also past recipients of the Wiley W. Manuel Award for Pro Bono Service.

1 Our firm's pro bono victories include a settlement which prohibits the City of San Diego from
2 targeting homeless people for illegal lodging tickets under Penal Code Section 467(j). (*Spencer*
3 *v. City of San Diego*, USDC Case No 04CV-2314 BEN (WMC).) The *Spencer* settlement had the
4 effect of increasing the number of available shelter beds in San Diego.

5 10. Cohelan Khoury & Singer has been certified Class Counsel in the following
6 contested proceedings: *Aguilar v. Atlantic Richfield, et al.*, San Diego County Superior Court
7 Case No. 00700810; *Andino v. Kaiser Foundation Hospitals*, Alameda County Superior Court
8 Case No. RG11580548; *Arellano, et al. v. Container Connection of Southern California, Inc.*,
9 Los Angeles County Superior Court Case No. BC500675; *BANK OF AMERICA WAGE AND*
10 *HOURLY EMPLOYMENT PRACTICES LITIGATION*, United States District Court, District of
11 Kansas MDL Case No. 2138 (FLSA Condition Certification); *Czuchaj v. Conair Corporation*,
12 United States District Court, Southern District of California Case No. 13CV1901; *Dilts, et al. v.*
13 *Penske Logistics, L.L.C., et al.*, United States District Court, Southern District of California Case
14 No. 08CV0318; *Englert, et al. v. AT&T Wireless Services, Inc., et al.*, Circuit Court of the Second
15 Circuit, State of Hawaii Case No. 02-1-0074; *Evans v. Washington Mutual Bank*, Orange County
16 Superior Court Case No. 02CC15415; *Filion v. Ethan Allen Retail Inc.*, United States District
17 Court, Southern District of California Case No. 05CV2340; *Gerard v. Les Schwab Tire Centers*
18 *of California, Inc.*, Sacramento County Superior Court Case No. 2007-30000003; *Grana, et al. v.*
19 *PICO Enterprises, Inc. dba Phyle Inventory Control Specialist and PICS*, Los Angeles County
20 Superior Court Case No. BC472891; *Gutierrez v. Save Mart Supermarkets*, San Mateo County
21 Superior Court Case No. CIV530955; *Wilcox v Albertsons*, San Diego County Superior Court
22 Case No. GIC833922; *Gonzalez, et al. v. Freedom Communications, Inc. d/b/a The Orange*
23 *County Register*, Orange County Superior Court Case No. 03CC08756; *Graham, et al. v.*
24 *Overland Solutions, Inc.*, United States District Court, Southern District of California Case No.
25 10CV0672 (FLSA Conditional Certification); *Hicks v. Kaufman and Broad Home Corp.*, Los
26 Angeles County Superior Court Case No. B198414; *Hohnbaum, et al. v. Brinker Restaurant*
27 *Corporation, et al.*, San Diego County Superior Court Case No. GIC834348; *KEMP, et al. v.*
28 *CSEA, et al.*, Circuit Court of the First Circuit, State of Hawaii Case No. 98-3815-08; *LIBERTY*

1 *MUTUAL OVERTIME CASES*, Los Angeles County Superior Court Case No. JCCP 4234;
2 *Mitchell, et al. v. Acosta, Inc., dba Acosta Sales and Marketing Company*, United States District
3 Court, Central District of California Case No.11CV07196 (FLSA Conditional Certification);
4 *Santana v. Rady Children's Hospital-San Diego*, San Diego County Superior Court Case No. 37-
5 2014-00022411; *Schaffer v. Rady Children's Hospital-San Diego*, San Diego County Superior
6 Court Case No. 337-2015-00022978; *Schneider, et al. v. Catholic Healthcare West*, San Francisco
7 County Superior Court Case No. CGC-10-506243; *Salucci v. Amada Senior Care, Inc.*, Orange
8 County Superior Court Case No. 37-2015-00778081; *Smith v. California Pizza Kitchen*, San
9 Diego County Superior Court Case No. 37-2008-00083992; STEROID HORMONE PRODUCT
10 CASES, Los Angeles County Superior Court Case No. JCCP 4363; *Stevenson Aibangbee v.*
11 *Victoria Apartments, et al.*, Los Angeles County Superior Court Case No. BC299498; *Swift v.*
12 *Liebert Corp.*, Orange County Superior Court Case No. 00CC04588; *Sylvia, et al. v. Wells Fargo*
13 *Home Mortgage, Inc.*, Orange County Superior Court Case No. 03CC05747; *Vaquero v. Ashley*
14 *Furniture Industries, Inc., et al.*, United States District Court, Central District of California Case
15 No. 12CV8590; *Vaquero v. Stoneledge Furniture LLC*, Los Angeles County Superior Court Case
16 No. BC522676; *Vazquez v. Kraft Heinz Foods Company*, United States District Court, Southern
17 District of California Case No. 16-CV-02749; *Watson v. Raytheon Company*, United States
18 District Court, Southern District of California Case No. 10CV0634; and *Weigle v. FedEx*
19 *Ground Package System, Inc.*, United States District Court, Southern District of California Case
20 No. 06CV1330, among others, as well as being appointed Class Counsel in connection with well
21 over 200 class action settlements.

22 11. As Class and PAGA Representative Counsel, Cohelan Khoury & Singer has
23 actively commenced, prosecuted and concluded numerous state and federal class and
24 representative actions. Since 2016, Cohelan Khoury & Singer has played a central role in the
25 resolution of over 200 such cases, including the following, which have received court approval:
26 (a) *Arellano, et al. v. Container Connection of Southern California, Inc.*, Los Angeles County
27 Superior Court Case No. BC500675, Hon. Anne I. Jones; (b) *Castro v. Home Depot U.S.A., Inc.*,
28 Los Angeles County Superior Court Case No. BC577885, Hon. Elihu M. Berle; (c) *Czuchaj v.*

1 *Conair Corporation*, United States District Court, Southern District of California Case No. 13-
2 CV-1901 BEN, Hon. Roger T. Benitez; (d) *Gardiner v. TSYS*, United States District Court,
3 Central District of California Case No. 18-cv-00415, Hon. David O. Carter; (e) *Grana v. PICO*
4 *Enterprises, Inc.*, Los Angeles County Superior Court Case No. BC472891, Hon. Stephanie M.
5 Bowick; (f) *Gutierrez v. Save Mart Supermarkets*, San Mateo County Superior Court Case No.
6 CIV530955, Hon. Marie S. Weiner; (g) *Hernandez v. Workforce Enterprises WFE, Inc.*, Los
7 Angeles County Superior Court Case No. BC590913, Hon. Elihu M. Berle; (h) *Hicks v. Poway*
8 *Academy of Hair Design, Inc.*, San Diego County Superior Court Case No. 2014-00026517, Hon.
9 Ronald L. Styn; (i) *Hubbard v. Caliber Home Loans, Inc.*, Orange County Superior Court Case
10 No. 2018-01017838; (j) *Klein v. Loomis Armored US, LLC*, San Bernardino County Superior
11 Court Case No. CIVDS1704547, Hon. David Cohn; (k) *Laureano v. The Art of Shaving*, Los
12 Angeles County Superior Court Case No. BC550093, Hon. Amy D. Hogue; (l) *Lopez, et al. v.*
13 *Management & Training Corporation, et al.*, United States District Court, Southern District of
14 California Case No. 17-CV-010624 JM, Hon. Jeffrey T. Miller; (m) *Magdaleno v. Shelly*
15 *Automotive, LLC*, Orange County Superior Court Case No. 2013-0043958, Hon. Kim. G.
16 Dunning; (n) *McGrath, et al. v. Wyndham Resort Development Corporation, et al.*, United States
17 District Court, Southern District of California Case. No. 15-CV-1631 JM, Hon. Jeffrey T. Miller;
18 (o) *Mena v. Wolfgang Puck Catering*, Los Angeles County Superior Court Case No. BC582743,
19 Hon. John Shepard Wiley, Jr.; (p) *Morales v. The Los Angeles Country Club*, Los Angeles County
20 Superior Court Case No. BC566493, Hon. William F. Highberger; (q) *Nijmeh v. Bon Appetit*
21 *Management Company, Inc.*, Santa Clara County Superior Court Case No. 16CV294127, Hon.
22 Thomas E. Kuhnle; (r) *Plascencia v. Aramark Services, Inc.*, Santa Clara County Superior Court
23 Case No. 2015-1-CV-288310, Hon. Brian C. Walsh; (s) *Plimpton v. Gordon Trucking, Inc.*, San
24 Bernardino County Superior Court Case No. CIVDS1511918, Hon. Donald Alvarez; (t) *Raya v.*
25 *Amazon*, United States District Court, Northern District of California Case No. 15-CV-02005
26 MMC, Hon. Maxine M. Chesney; (u) *Rivas v. ESA Management*, United States District Court,
27 Central District of California Case No. 14-CV-5767, Hon. Dale S. Fischer; (v) *Rodriguez v*
28 *Healthcare Partner Medical Group, Inc.*, Los Angeles County Superior Court Case No.

BC541313, Hon. Kenneth Freeman; (w) *Ryan v. Dignity Health*, Sacramento County Superior Court Case No. 2013-00147371, Honorable Alan G. Perkins; (x) *Santana v. Rady Children's Hospital-San Diego*, San Diego County Superior Court Case No. 37-2014-00022411, Hon. Joel R. Wohlfeil; (y) *Schaffer v. Rady Children's Hospital-San Diego*, San Diego County Superior Court Case No. 337-2015-00022978; Hon. Joel R. Wohlfeil; (z) *Schneider v. Catholic Healthcare West*, San Francisco County Superior Court Case No. CGC-10-506243, Hon. Angela Bradstreet; (aa) *Schwartz v Bank of the West*, San Francisco County Superior Court Case No. CGC-14-538955, Hon. Harold E. Kahn; (bb) *Syed v. M.I. Swaco*, United States District Court, Eastern District of California, Case No. 12-CV-01718 DAD, Hon. Dale A. Drozd; (cc) *Vaquero, et al. v. Stoneledge Furniture, LLC*, Los Angeles County Superior Court Case No. BC522676, Hon. Elihu M. Berle; (dd) *Vazquez v. Kraft Heinz Foods Company*, United States District Court, Southern District of California Case No. 16-CV-02749, Hon. William Q. Hayes; (ee) *Walsh v. Cedars-Sinai Medical Center*, Los Angeles County Superior Court Case No. BC487290, Hon. William F. Highberger; among many others.

12. As Class and PAGA Representative Counsel, Cohelan Khoury & Singer has actively commenced, prosecuted and concluded over 300 state and federal class and representative actions.

13. We are experienced and consider ourselves qualified to evaluate the claims and defenses in this action, and support the efficient resolution of the claims in this matter for a \$150,000.00 Gross Settlement Amount with Defendant TransportUS Inc. ("Defendant" or "TransportUS") for a group of approximately 211 current and former drivers who were employed by Defendant in California between May 27, 2021 and May 25, 2026.

14. Members of my firm attended the mediation on February 24, 2026, with Honorable Howard Broadman (Ret.), an experienced wage and hour neutral. The case settled in principle. After additional months of arms'-length negotiations, the parties finalized the terms of the settlement agreement. The Parties then negotiated and drafted the proposed Class and Representative Action Settlement Agreement and Class Notice presented for preliminary approval, a true and correct copy of which is attached as **Exhibit A**.

16. I have no conflicts of interest with the class or with the class representative. I am not related to the representative Plaintiff. I do not represent opposing factions within the class in that all claims are predicated upon the same theories of liability and benefit all Class Members equally. In sum, I am well-suited to act as Class Counsel and will continue to vigorously represent the interests of the class.

17. As Cohelan Khoury & Singer has done since its entry into this matter, we will continue to fulfill our responsibility to the Plaintiff and the members of the class.

18. My firm fully endorses the terms and conditions of the proposed Settlement. We respectfully request that the Court grant preliminary approval of the Class and Representative Action Settlement, approve the proposed Class Notice, and set a date to conduct the final approval hearing.

19. The Settlement Agreement and the Preliminary Approval Motion and its supporting documents have been provided to the LWDA via the LWDA's website. Attached as **Exhibit B** is a true and correct copy of the LWDA confirmation of Receipt.

I declare under the penalty of perjury under the laws of United States and the State of California that the foregoing is true and correct and that this declaration is executed on April 29, 2026, in San Diego, California.


Isam C. Khoury

EXHIBIT A

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[Additional counsel listed on following page]
Attorneys for Plaintiff Michael Bolds

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

MICHAEL BOLDS, on behalf of himself and
all others similarly situated,

Plaintiff,

v.

TRANSPORTUS INC., a California
Corporation; and DOES 1 Through 10,
inclusive;

Defendant.

Case No. CIVSB2515019
ASSIGNED FOR ALL PURPOSES TO:
The Honorable Donald Alvarez
Department S23

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

Complaint Filed: May 27, 2025
Trial Date: Not Set

1 **UNITED EMPLOYEES LAW GROUP**

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4 Attorneys for Plaintiff Michael Bolds

1. This Joint Stipulation of Class Action and PAGA Settlement and Release (“**Agreement**” or “**Stipulation**”) is made by and between Plaintiff Michael Bolds, on behalf of himself and all others similarly situated and the general public, on behalf of himself and all members of the Settlement Class, as defined below, and as proxies for the State of California (“**Plaintiff**”), on the one hand, and Defendant TransportUS, Inc. (“**Defendant**”), on the other hand (collectively, “**the Parties**”), in the above-captioned matter.

DEFINITIONS

2. In addition to the terms defined above, the terms below shall have the following meanings:

A. **“Action”** means Plaintiff’s lawsuit captioned *Michael Bolds v. TransportUS, Inc.*, San Bernardino County Superior Court, Case No. CIVSB2515019.

B. **“Aggrieved Employees”** means all Defendant’s California non-exempt, hourly-paid drivers at any time from May 27, 2021, through May 25, 2026, or the date the Court preliminarily approves the settlement, whichever is sooner.

C. **“Class” or “Settlement Class”** means all Defendant’s California non-exempt, hourly-paid drivers at any time from May 27, 2021, through May 25, 2026, or the date the Court preliminarily approves the settlement, whichever is sooner.

D. **“Class Counsel”** means Isam C. Khoury and Maggie Realin of Cohelan Khoury & Singer, and Walter Haines of United Employees Law Group. The term “Class Counsel” shall be used synonymously with the term “Plaintiff’s Counsel.”

E. **“Class Counsel Fees” and “Class Counsel Costs”** means the amount to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action and their related litigation expenses incurred in connection with the Action.

F. **“Class Data”** means information regarding Class Members that Defendant shall compile from its records, as authorized by the Court, and transmit securely to the Settlement Administrator, including each Class Member’s name, last known mailing address; Social Security number; last known telephone number; dates of employment, and other information necessary for

1 the Settlement Administrator to calculate the number of Compensable Workweeks worked during
2 the Class and PAGA Periods.

3 G. **“Class Member”** or **“Settlement Class Member”** means a member of the Class,
4 as either a Participating Class Member or Non-Participating Class Member (including a Non-
5 Participating Class Member who qualifies as a PAGA-Eligible Employee).

6 H. **“Class Members’ Released Claims”** means the claims being released by the
7 Participating Class Members, as described in Paragraph 19 below.

8 I. **“Class Notice”** means the Court-Approved Notice of Pendency of Class Action
9 and PAGA Settlement and Final Hearing, to be mailed to Class Members in the form, without
10 material variation, attached as Exhibit 1 and incorporated by reference into this Agreement.

11 J. **“Class Period”** means the period from May 27, 2021 through May 25, 2026, or
12 the date the Court preliminarily approves the settlement, whichever is sooner.

13 K. **“Class and PAGA Period End Date”** means May 25, 2026, or the date the Court
14 preliminarily approves the settlement, whichever is sooner.

15 L. **“Class Representative”** means Michael Bolds, the named Plaintiff in the Action,
16 who is seeking Court approval to serve as the Class Representative.

17 M. **“Class Representative’s Incentive Award”** means the amount to be paid to the
18 Class Representative for initiating the Action and providing services in support of the Action, as
19 approved by the Court.

20 N. **“Compensable Workweeks”** means the number of calendar weeks that a Class
21 Member performed work for Defendant as a non-exempt, hourly-paid driver in California at any
22 time during the Class Period, including the PAGA Period.

23 O. **“Court”** means the San Bernardino County Superior Court presiding over the
24 settlement approval process in the Action.

25 P. **“Defense Counsel”** means Gregory Norys and Caz Ashjian of Coleman &
26 Horowitz, LLP.

27 Q. **“Effective Date”** is the date on which the Settlement becomes “Final,” which
28 means the latest date on which the following events have occurred: (i) the Superior Court has

1 granted Final Approval and entered its Final Judgment approving the Settlement, without material
2 modification, if there are no objections to the Settlement or if any and all objections have been
3 withdrawn by the time of the Final Approval order; or (ii) if there are any objections, and they
4 have not been withdrawn by the time of the Final Approval order, the day after the deadline for
5 filing a notice of appeal from the Final Judgment has passed without a timely appeal having been
6 filed; or (iii) if a timely appeal from the Final Judgment is filed, the day after the appellate court
7 affirms the Judgment and issues a remittitur.

8 R. **“Final Approval”** means the Court’s order granting final approval of the
9 Settlement.

10 S. **“Final Approval Hearing”** means the Court’s hearing on the motion for Final
11 Approval of the Settlement.

12 T. **“Final Judgment”** means the Judgment entered by the Court upon granting Final
13 Approval of the Settlement.

14 U. **“Gross Settlement Amount”** means One Hundred Fifty Thousand Dollars and
15 Zero Cents (\$150,000.00), which is the total amount Defendant shall have to pay under the
16 Settlement, except as provided in Paragraph 18 below regarding employer payroll taxes on the
17 wage payments being made under the Settlement. The Gross Settlement Amount will be used to
18 pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, the
19 Class Counsel Award for fees and costs, the Class Representative’s Incentive Award, and the
20 Settlement Administration Costs. This excludes the employer’s contribution of payroll taxes due
21 on the settlement payments apportioned as wages, which Defendant will pay outside of the Gross
22 Settlement Amount.

23 V. **“Individual Class Payment”** means the Participating Class Member’s pro rata
24 share of the Net Settlement Amount calculated according to the number of Compensable
25 Workweeks worked during the Class Period, as explained below in Paragraph 15.

26 W. **“Individual PAGA Payment”** means the pro rata share of 35% of the PAGA
27 Payment, calculated according to the number of Compensable Workweeks worked during the
28 PAGA Period by the eligible Class Members, whether or not they requested to be excluded from

1 the Settlement, as explained below in Paragraph 16.

2 X. **“LWDA”** means the California Labor and Workforce Development Agency.

3 Y. **“LWDA PAGA Payment”** means the 65% share of the PAGA Payment paid to
4 the LWDA under Labor Code section 2699(i).

5 Z. **“Net Settlement Amount”** means the Gross Settlement Amount, less the Class
6 Counsel Fees, the Class Counsel Costs, the Class Representative’s Incentive Award, the PAGA
7 Payment, and the Settlement Administration Costs.

8 AA. **“Non-Participating Class Member”** means any Class Member who opts out of
9 the Settlement by sending the Settlement Administrator a valid and timely Request for Exclusion.

10 BB. **“Objection”** means a Class Member’s valid and timely submission of a written
11 objection to the Settlement to the Settlement Administrator within the Response Deadline,
12 provided that the Class Member did not submit a Request for Exclusion.

13 CC. **“PAGA”** means the California Private Attorneys General Act of 2004, Labor
14 Code §§ 2698. *et seq.*

15 DD. **“PAGA Payment”** means Seven Thousand Five Hundred Dollars and No Cents
16 (\$7,500.00), which is the total amount of PAGA civil penalties to be paid from the Gross
17 Settlement Amount, subject to the Court’s approval, in settlement of the PAGA claims in this
18 Action. Of this amount, 65% (\$4,875.00) will be paid to the LWDA and 35% (\$2,625.00) will be
19 distributed as the Individual PAGA Payments to the Aggrieved Employees, whether or not they
20 opt out of the Class Settlement.

21 EE. **“PAGA Period”** means the period from April 21, 2024 through May 25, 2026, or
22 the date the Court approves the settlement, whichever is sooner.

23 FF. **“PAGA-Released Claims”** means the PAGA claims being released as described
24 in Paragraph 20 below.

25 GG. **“Participating Class Member”** means a Class Member who does not submit a
26 valid and timely Request for Exclusion from the Settlement.

27 HH. **“Preliminary Approval Order”** means the Court’s Order granting preliminary
28 approval of the Settlement.

II. **“Released Parties”** means Defendant and all of its former and present parents, corporate members, subsidiaries, divisions, and affiliated companies, and their respective officers, directors, employees, partners, shareholders, agents, insurers, successors, assigns, and legal representatives.

JJ. **“Request for Exclusion”** means a Class Member’s valid and timely submission of a written request to the Settlement Administrator to be excluded from the Class Settlement, signed by the Class Member.

KK. **“Response Deadline”** means 60 days after the Settlement Administrator mails the Class Notice to the Class Members, and shall be the last date on which Class Members may mail or fax (1) Requests for Exclusion from the Settlement, (2) an Objection to the Settlement, or (3) a dispute over the number of Compensable Workweeks attributed to them in the Class Notice, unless the Response Deadline is extended by up to fifteen calendar days as the result of a re-mailing of the Class Notice, as explained below in Paragraph 29.

LL. **“Settlement”** means the final and complete disposition of the Action effected by this Agreement and the Judgment.

MM. **“Settlement Administrator”** or **“Administrator”** means Phoenix Settlement Administrators (“Phoenix”), the neutral entity the Parties have agreed to appoint to administer the Settlement, subject to approval by the Court.

NN. **“Settlement Administration Costs”** means the Court-approved fees and reasonable costs incurred by the Settlement Administrator to administer the Settlement, currently estimated at \$6,500.00, to be reimbursed to the Settlement Administrator from the Gross Settlement Amount.

RECITALS

3. **Procedural History.** On May 27, 2025, Plaintiff Michael Bolds filed a class action Complaint on behalf of himself and other non-exempt, hourly-paid drivers, alleging claims for failure to pay minimum wages, overtime and reporting time wages, provide meal and rest periods, pay meal and rest break premiums, provide accurate itemized wage statements, reimburse business expenses, and for derivative claims under Labor Code sections 203, 226 and

1 the UCL, as well as attorneys' fees and costs. Plaintiff amended his complaint on June 26, 2025
2 by adding claims under PAGA.

3 4. **Mediation.** On February 24, 2026, the Parties participated in an arms-length
4 mediation before Mediator Howard Broadman, Esq. With the assistance of the mediator, the
5 Parties were able to agree to a total settlement of the claims in the Action, subject to the Court's
6 approval.

7 5. **Benefits of Settlement to Plaintiff and the Class Members.** Plaintiff and Class
8 Counsel recognize the expense and length of continued proceedings necessary to litigate
9 Plaintiff's disputes in this Action through trial and through any possible appeals. Plaintiff has
10 also taken into account the uncertainty and risks of the outcome of further litigation, and the
11 difficulties and delays inherent in such litigation. Plaintiff and Class Counsel also are aware of
12 the burdens of proof necessary to establish liability for the claims asserted in the Action, both
13 generally and in response to Defendant's defenses thereto, and the difficulties in establishing
14 damages, penalties, restitution and other relief sought in the Action. Plaintiff and Class Counsel
15 also have taken into account Defendant's agreement to enter into a settlement that confers
16 substantial benefits upon the Class Members. Based on the foregoing, Plaintiff and Class
17 Counsel have determined that the Settlement set forth in this Agreement is fair, adequate, and
18 reasonable and is in the best interests of all Class Members.

19 6. **Defendant's Reasons for Settlement.** Defendant has concluded that further
20 defense of the Action would be protracted and expensive. Substantial amounts of Defendant's
21 time, energy, and resources have been, and unless this Settlement is completed, shall continue to
22 be, devoted to the defense of the claims asserted by Plaintiff. Defendant also has taken into
23 account the risks of further litigation in reaching its decision to enter into this Settlement. Even
24 though Defendant contends that it is not liable for any of the claims alleged by Plaintiff in the
25 Action and denies any liability whatsoever, Defendant, nonetheless, has agreed to settle in the
26 manner and upon the terms set forth in this Stipulation and to fully and finally put to rest the
27 claims alleged in the Action.
28

1 **AMENDMENT OF COMPLAINT AND CERTIFICATION OF SETTLEMENT CLASS**

2 7. **Stipulated Settlement Class.** Solely for purposes of settling the Action, the
3 Parties have agreed to the certification of a Settlement Class as defined herein.

4 8. **Certification Is for Settlement Only.** For purposes of this Settlement, the Parties
5 stipulate and agree that the requisites for establishing class certification with respect to the Class
6 have been met and are met. More specifically, for purposes of settlement only, the Parties
7 stipulate and agree that the Settlement Class is ascertainable and so numerous as to make it
8 impracticable to join all Class Members; and that there are common questions of law and fact,
9 including, but not limited to, whether Class Members worked off the clock and unpaid overtime;
10 whether they are entitled to reporting time pay; whether Defendant failed to provide meal periods
11 and/or to pay meal premiums in lieu thereof as required under Labor Code section 226.7; whether
12 defendant failed to authorize and permit rest breaks and/or to pay rest break premiums in lieu
13 thereof as required under Labor Code section 226.7; whether Defendant failed to reimburse Class
14 Members for reasonably incurred business expenses; whether Defendant failed to furnish
15 accurate, itemized wage statements to all Class Members in accordance with Labor Code section
16 226; and whether Defendant is liable to the Class Members for derivative waiting time penalties
17 pursuant to Labor Code section 203, among other common issues.

18 9. **Certification Stipulation Nullified if Settlement Not Approved.** Should this
19 Settlement not become Final, for whatever reason, the fact that the Parties were willing to
20 stipulate provisionally to class certification as part of the Settlement shall have no bearing on, and
21 shall not be admissible in a non-settlement context in the Action. Defendant expressly reserves
22 its right to oppose class certification should this Settlement not become final.

23 **MONETARY TERMS OF THE SETTLEMENT**

24 10. **Gross Settlement Amount.** The claims of all members of the Settlement Class
25 and the Aggrieved Employees, collectively, are settled for a maximum sum of One Hundred Fifty
26 Thousand Dollars and Zero Cents (\$150,000.00) (“the Gross Settlement Amount”). This Gross
27 Settlement Amount is inclusive of the Class Counsel Fees and Class Counsel Costs; the Class
28 Representative’s Incentive Award to Plaintiff; the Settlement Administration Costs; and the

1 PAGA Payments to the LWDA and the Aggrieved Employees, all as approved by the Court. This
2 excludes the employer's contribution of payroll taxes due on the settlement payments apportioned
3 as wages, which Defendant will pay outside of (in addition to) the Gross Settlement Amount.

4 11. **Class Counsel Fees and Class Counsel Costs.** Class Counsel shall be entitled to
5 request attorneys' fees in an amount not to exceed One-Third of the Gross Settlement Amount –
6 that is, Fifty Thousand Dollars (\$50,000.00) plus reasonable actually incurred costs not to exceed
7 Fifteen Thousand Dollars (\$15,000.00). Class Counsel's request for such attorneys' fees and
8 costs shall be subject to approval by the Court. In the event the Court awards Class Counsel less
9 than these (or any other) requested amounts, the difference shall become part of the Net
10 Settlement Amount and shall be distributed to Participating Class Members as part of their
11 Individual Settlement Awards. Class Counsel shall be solely and legally responsible to pay all
12 applicable taxes due on the Class Counsel Award. Class Counsel shall provide the Settlement
13 Administrator with properly completed and signed copies of IRS Form W-9 for each firm in order
14 for the Settlement Administrator to process the Class Counsel Award approved by the Court. The
15 Settlement Administrator shall issue an IRS Form 1099 to Class Counsel for the amount of the
16 Class Counsel Award.

17 12. **Class Representative's Incentive Award.** For purposes of this Settlement only,
18 the Parties agree to the designation of Plaintiff Michael Bolds as the Class Representative. In
19 recognition of his time and effort in bringing and presenting the Action and for releasing the
20 Plaintiff's Released Claims, Plaintiff shall request a Class Representative's Incentive Award not
21 to exceed Ten Thousand Dollars (\$10,000.00). Plaintiff's request for such award shall be subject
22 to approval by the Court. Defendant agrees not to oppose or object to Plaintiff's request for the
23 Class Representative's Incentive Award that does not exceed this amount. The Class
24 Representative's Incentive Award will be in addition to Plaintiff's Individual Settlement
25 Payments paid pursuant to the Settlement. Plaintiff shall provide a general release of all known
26 and unknown claims he may have against the Released Parties as defined in section II above. The
27 Settlement Administrator shall issue an IRS Form 1099 to Plaintiff for his Class Representative
28 Incentive Award. Plaintiff shall be solely and legally responsible to pay any and all applicable

1 taxes due on his Class Representative Incentive Award. Any amount requested by Plaintiff for
2 the Class Representative Incentive Award and not awarded by the Court shall become part of the
3 Net Settlement Amount and shall be distributed to Participating Class Members as part of their
4 Individual Settlement Awards.

5 13. **Settlement Administration Costs.** Subject to the Court's approval, Defendant
6 shall reimburse the Settlement Administration Costs, which are estimated at Six Thousand Five
7 Hundred Dollars (\$6,500.00), to be paid from the Gross Settlement Amount. Prior to the filing of
8 Plaintiff's Motion for Final Approval of the Settlement, the Settlement Administrator shall
9 provide the Parties with a statement detailing the Settlement Administration Costs to date. Any
10 amount requested to reimburse Settlement Administration Costs and not awarded by the Court
11 shall become part of the Net Settlement Amount and shall be distributed to Participating Class
12 Members as part of their Individual Settlement Awards.

13 14. **PAGA Payments.** Defendant shall pay a total of Seven Thousand Five Hundred
14 Dollars and No Cents (\$7,500.00), which is the total amount of PAGA civil penalties to be paid
15 from the Gross Settlement Amount, subject to the Court's approval, in settlement of the PAGA
16 claims in this Action. Of this amount, 65% (\$4,875.00) will be paid to the LWDA and 35%
17 (\$2,625.00) will be distributed as the Individual PAGA Payments to the Aggrieved Employees,
18 whether or not they opt out of the Class Settlement.

19 15. **Individual Class Payments.** The Settlement Administrator will determine the
20 Net Settlement Amount by deducting the Class Counsel Fees and Costs, the Class
21 Representative's Incentive Award, the PAGA Payment, and the Settlement Administration Costs
22 from the Gross Settlement Amount. The Settlement Administrator will distribute the Individual
23 Class Payments to the Participating Class Members from the Net Settlement Amount. The
24 Administrator will calculate each Participating Class Member's Individual Class Payment by
25 determining the total number of Compensable Workweeks worked by all Participating Class
26 Members during the Class Period, dividing that number into the Net Settlement Amount to
27 determine the per-workweek value of each Compensable Workweek, and then multiplying that
28 sum by the number of Compensable Workweeks worked by each Participating Class Member

1 during the Class Period.

2 16. **Individual PAGA Payments.** The Settlement Administrator will calculate each
3 eligible employee's Individual PAGA Payment by dividing the 35% portion of the PAGA
4 Payment to be distributed to those individuals, i.e. \$2,625.00, by the total number of
5 Compensable Workweeks worked by all of the Aggrieved Employees during the PAGA Period to
6 derive the per-workweek value of the Individual PAGA Payments, and then multiplying that sum
7 by the number of Compensable Workweeks worked by each such employee during the PAGA
8 Period.

9 17. **Tax Treatment of Individual Class and PAGA Payments.** Individual
10 Settlement Awards shall be allocated as follows: 20% as alleged unpaid wages subject to all
11 applicable tax withholdings and 80% as alleged non-wage unpaid interest and penalties. The
12 Settlement Administrator shall issue an IRS Form W-2 to each Participating Class Member for
13 the portion of each Individual Settlement Award allocated as unpaid wages. These payments
14 shall be subject to all applicable tax withholdings. The Settlement Administrator shall issue an
15 IRS Form 1099 to each Participating Class Member for the remaining portion of each Individual
16 Settlement Award. The Settlement Administrator shall also issue an IRS Form 1099 for the
17 Individual PAGA Payments. The non-wage portions of the Individual Settlement Awards and the
18 entirety of the Individual PAGA Payments will be allocated as non-wage penalties and interest
19 and shall not be subject to payroll tax withholdings.

20 18. **Employer Payroll Taxes.** The Gross Settlement Amount shall resolve, satisfy
21 and completely extinguish all of Defendant's liability with respect to the Class Members, except
22 that Defendant shall be responsible for paying the employer's share of payroll taxes on the
23 portion of the Individual Settlement Awards that constitute wages. Defendant will pay these
24 taxes, as calculated by the Settlement Administrator, in addition to the Gross Settlement Amount.
25 Upon Defendant's funding of the Gross Settlement Amount and the employer's portion of payroll
26 taxes on the portion of the Individual Settlement Awards that constitute wages, Defendant shall
27 have no further payment or defense obligation whatsoever with respect to any claims covered by
28

1 this Settlement made or asserted by any person or entity anywhere in the world in connection
2 with the Class Members.

3 RELEASES

4 19. **Class Members' Released Claims.** Effective on the date when Defendant fully
5 funds the Gross Settlement Amount and its share of employer-side payroll taxes owed on the
6 wage portion of the Settlement Payments, Plaintiff and all Participating Class Members will fully,
7 finally and forever release, settle, compromise, relinquish, and discharge Defendant and all of the
8 Released Parties from any and all claims, rights, demands, liabilities, and causes of action of
9 every nature and description, arising from May 27, 2021 through the Class and PAGA Period End
10 Date, including statutory, contractual, or common law claims for wages, damages, penalties,
11 liquidated damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief –
12 whether asserted under the California Labor Code, Business and Professions Code §§ 17200 *et*
13 *seq.*, the applicable wage orders at California Code of Regulations, Title 8, Section 11000 *et seq.*,
14 or otherwise – that arise out of or are reasonably related to the factual allegations that were
15 alleged or reasonably could have been alleged in Plaintiff's operative Complaint relating to
16 Plaintiff's claims, including but not limited to: (a) failure to pay minimum wages; (b) failure to
17 pay overtime wages; (c) failure to provide lawful meal periods and/or failure to pay meal
18 premiums in lieu thereof; (d) failure to authorize and permit rest breaks and/or failure to pay rest
19 break premiums in lieu thereof; (e) failure to provide accurate itemized wage statements; (f)
20 failure to timely pay wages due at separation, (g) failure to reimburse necessarily incurred
21 business expenses; (h) failure to pay reporting time pay; (i) violation of the Unfair Competition
22 Law (Bus. & Prof. Code § 17200 *et seq.*; and (j) any and all claims for attorneys' fees and costs.

23 20. **PAGA-Released Claims by Plaintiff and the State of California.** Effective on
24 the date when Defendant fully funds the Gross Settlement Amount and its share of employer-side
25 payroll taxes owed on the wage portion of the Settlement Payments, Plaintiff, as agent and proxy
26 of the State of California, and the State of California (including the LWDA), acting on behalf of
27 the Aggrieved Employees, shall release Defendant and all the Released Parties from any and all
28 claims for PAGA civil penalties arising during the PAGA Period, based on any of the underlying

1 claims and factual allegations that were alleged, or reasonably could have been alleged, based on
2 the facts contained in Plaintiff's operative Complaint, as amended, and/or in Plaintiff's notices
3 provided to the LWDA in connection with this Action, and including all the claims enumerated in
4 the preceding Paragraph 19 for (a) failure to pay minimum wages; (b) failure to pay overtime
5 wages; (c) failure to provide lawful meal periods and/or failure to pay meal premiums in lieu
6 thereof; (d) failure to authorize and permit rest breaks and/or failure to pay rest break premiums
7 in lieu thereof; (e) failure to provide accurate itemized wage statements; (f) failure to timely pay
8 wages due at separation, (g) failure to reimburse necessarily incurred business expenses; (h)
9 failure to pay reporting time pay; (i) violation of the Unfair Competition Law (Bus. & Prof. Code
10 § 17200 et seq; and (j) any and all claims for attorneys' fees and costs. It is understood and
11 agreed that Aggrieved Employees will not have the opportunity to opt out of this PAGA Release
12 even if they have requested to be excluded from the Class Settlement. It is the intent of the
13 Parties that, to the fullest extent permitted by law, the Aggrieved Employees will be deemed to
14 have released all such PAGA claims arising during the PAGA Period.

15 **21. Plaintiff's Additional Release.** In addition to the Class Members' Released
16 Claims, Plaintiff, in his individual capacity, agrees to release the Released Parties from any and
17 all claims he may have, known and unknown, under federal, state and/or local law, statute,
18 ordinance, regulation, common law, or other source of law, arising as of the date of execution of
19 this Agreement, including but not limited to claims arising from or related to his employment
20 with Defendant, his termination, his compensation while in Defendant's employ, and all other
21 dealings he may have had with the Released Parties. Plaintiff expressly waives and relinquishes
22 all rights and benefits of section 1542 of the Civil Code of the State of California, and do so
23 understanding and acknowledging the significance and consequence of specifically waiving his
24 rights under section 1542 not to otherwise release unknown claims. Section 1542 of the Civil
25 Code of the State of California states as follows:

26
27 A general release does not extend to claims that the creditor or
28 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,

1 would have materially affected his or her settlement with the debtor
2 or released party.

3 Notwithstanding the provisions of section 1542, and to implement a full and complete
4 release and discharge of the Released Parties, Plaintiff expressly acknowledges that this
5 Agreement is intended to include in its effect, without limitation, all claims that Plaintiff does not
6 know or suspect to exist in his favor at the time of signing this Agreement, and that this
7 Agreement contemplates the extinguishment of any such claims. For clarity, this release does not
8 apply to vested employment benefits, such as 401k, and any other claims that cannot be released
9 as a matter of law, such as disability or workers' compensation, nor to any claims that arise after
10 execution of this Agreement.

11 **MOTION FOR PRELIMINARY APPROVAL**

12 22. **Mutual Duty of Cooperation to Seek Approval.** The Parties agree to work
13 diligently and cooperatively to have this Settlement expeditiously presented to the Court for
14 preliminary approval. Class Counsel shall prepare a draft motion for preliminary approval,
15 including a proposed Preliminary Approval Order, and will circulate the draft to Defense Counsel
16 at least five (5) business days in advance of its filing. Upon filing the motion for preliminary
17 approval, Class Counsel shall also timely submit any required notices of this Agreement to the
18 LWDA as may be required by Labor Code sections 2699(1)(2) and (3) or other provisions of
19 PAGA.

20 23. **Contents of Preliminary Approval Order.** As part of the motion for preliminary
21 approval, the Parties shall apply to the Court for the entry of an Order as follows:

- 22 a. Certifying the Settlement Class for settlement purposes only;
- 23 b. Approving, as to form and content, the proposed Class Notice (**Exhibit 1**
24 attached hereto);
- 25 c. Approving the manner and method for Class Members to object to or
26 request exclusion from the Settlement, as contained herein and within the Class Notice;
- 27 d. Directing the mailing of the Class Notices to Class Members, by first class
28 mail;

1 e. Preliminarily approving the Settlement, subject only to the objections of
2 Class Members and final review by the Court; and

3 f. Setting a date and time for the Final Approval Hearing.

4 24. **Resolution of Court Concerns.** If the Court does not initially grant preliminary
5 approval or conditions preliminary approval on any material change to this Agreement, Class
6 Counsel and Defense Counsel will expeditiously work together in good faith to modify the
7 Agreement and/or otherwise satisfy the Court's concerns.

8 **SETTLEMENT ADMINISTRATION**

9 25. **Selection of Settlement Administrator.** The Parties have jointly selected
10 Phoenix to serve as the Settlement Administrator and verified that, as a condition of appointment,
11 Phoenix agrees to perform, as a fiduciary, all duties specified in this Agreement in exchange for
12 payment of the Settlement Administration Costs. The Parties and their Counsel represent that
13 they have no interest or relationship, financial or otherwise, with the Settlement Administrator
14 other than a professional relationship arising out of prior experiences administering settlements.

15 26. **Qualified Settlement Fund.** The Settlement Administrator shall establish a
16 settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under U.S.
17 Treasury Regulation section 468B-1. The Administrator shall have and use its own Employer
18 Identification Number for purposes of calculating payroll tax withholdings and providing reports
19 to state and federal tax authorities, except as otherwise required or permitted by law.

20 27. **Transmission of Class Data to Administrator.** Within thirty (30) calendar days
21 after notice of entry of the Court's order granting preliminary approval of the Settlement, to the
22 extent practicable, Defendant will securely provide the Settlement Administrator with the
23 necessary Class Data, including the names, last known addresses and telephone numbers, and
24 social security numbers of the Class Members. In addition, Defendant will provide the
25 Settlement Administrator with data indicating the number of workweeks/pay periods worked by
26 each Class Member during the Class Period and PAGA Period, as reflected in Defendant's
27 records. The Settlement Administrator will retain the Class Data and will not share it with Class
28 Counsel except as otherwise permitted herein.

1 28. **Mailing of Class Notices.** Within fourteen (14) calendar days after receiving the
2 Class Data from Defendant, the Settlement Administrator shall mail copies of the Court-approved
3 Class Notice to all Class Members via regular First-Class U.S. Mail. The Settlement
4 Administrator shall exercise its best judgment to determine the current mailing address for each
5 Class Member as informed by the parties' input. The address identified by the Settlement
6 Administrator as the current mailing address shall be presumed to be the most current mailing
7 address for each Class Member. The Settlement Administrator shall perform a search based on
8 the National Change of Address Database maintained by the United States Postal Service to
9 update and correct any known or identifiable address changes. The Parties agree that this
10 procedure for notice provides the best notice practicable to Class Members and fully complies
11 with due process.

12 29. **Undeliverable Class Notices.** Any Settlement Notice returned to the Settlement
13 Administrator as non-deliverable on or before the Response Deadline shall be re-mailed to the
14 forwarding address affixed thereto within five (5) calendar days of receipt of the returned Class
15 Notice by the Settlement Administrator. If no forwarding address is provided, the Administrator
16 shall attempt to determine a correct address by the use of skip-tracing, or other type of automated
17 search, using the name, address and/or Social Security number of the Class Member involved,
18 and shall then perform a re-mailing to the Class Member whose Class Notice was returned as
19 non-deliverable within five (5) calendar days of receipt of the returned Notice by the
20 Administrator, assuming another mailing address is identified by the Administrator. The
21 deadlines for Class Members to submit written Objections, Requests for Exclusion, or challenges
22 to Compensable Workweeks will be extended an additional fifteen (15) calendar days from the
23 date of the re-mailing, even if this results in an extension of the otherwise-applicable 60-day
24 Response Deadline. If these procedures are followed, notice to Class Members shall be deemed
25 to have been fully satisfied, and if the intended recipient of the Settlement Notice does not receive
26 the Class Notice, the intended recipient shall nevertheless remain a Class Member and shall be
27 bound by all terms of the Settlement and the Final Order and Judgment.

28 30. **Determination of Individual Settlement Awards and Individual PAGA**

1 **Payments.** The Settlement Administrator shall determine the eligibility for, and the amounts of,
2 each Individual Class Payment and Individual PAGA Payment under the terms of this Agreement
3 based on the number of Compensable Workweeks worked by each Class Member in the
4 applicable Class and/or PAGA Periods. The Administrator will then include the estimated
5 number of Compensable Workweeks and the individual payment amounts in each Class
6 Member's Class Notice.

7 31. **Workweek Disputes.** Class Members who wish to dispute the number of eligible
8 Compensable Workweeks set forth in the Notice, or assert that they should have been included as
9 a member of the Class, may submit a written statement to the Settlement Administrator within the
10 Response Deadline setting forth the number of Compensable Workweeks they believe should be
11 credited to them within the applicable Class or PAGA Period, accompanied by any supporting
12 documentation of their claim. The Settlement Administrator, in consultation with Class Counsel
13 and Defense Counsel, will review the pertinent payroll records, which Defendant agrees to make
14 available to the Settlement Administrator as needed. Defendant's payroll records will be
15 presumed to be correct unless a Class Member proves otherwise by credible evidence. The
16 Settlement Administrator's decision as to the total number of eligible Compensable Workweeks
17 shall be final and non-appealable, subject to the ultimate oversight and approval of the Court if
18 necessary.

19 32. **Objections to the Settlement.** Any Participating Class Member may object to the
20 Settlement by submitting a written objection to the Settlement Administrator which must be
21 mailed (postmarked) by the 60-day Response Deadline, unless that deadline has been extended by
22 a re-mailing of the Class Notice. An objection should include: (a) the objector's full name,
23 signature, address, and telephone number; (b) a written statement of the grounds for the objection
24 accompanied by any legal support for such objection; and (c) copies of any papers, briefs, or
25 other documents upon which the objection is based. Objecting Class Members may appear at the
26 Final Approval Hearing either in person, or through counsel retained at Class Member's own
27 expense, to have their objection heard, whether or not they had submitted a prior written objection
28 as specified in this section. The Court will rule on any objections to the Settlement at the Final

1 Approval Hearing. An objection may be withdrawn at any time. The Settlement Administrator
2 shall provide objections, if any, to Class Counsel and Defense Counsel via email within three (3)
3 calendar days of receipt, and the Settlement Administrator shall attach any objections to its
4 declaration of due diligence, which is to be filed with the Court prior to the Final Approval
5 Hearing. Class Counsel and/or Defense Counsel may file responses to any properly filed
6 objections at least five (5) court days before the Final Approval Hearing. Any Participating Class
7 Member who files an objection remains eligible to receive monetary compensation from the
8 Settlement. At no time shall any of the Parties, Class Counsel, or Defense Counsel solicit or
9 otherwise encourage or discourage Class Members from submitting a Notice of Objection or
10 filing an appeal from the Final Order and Judgment. Class Members who submit a Request for
11 Exclusion are ineligible to object to the Settlement.

12 33. **Requests for Exclusion.** Any Class Member may request to be excluded from
13 (“opt out of”) the Settlement by submitting a signed, written request to the Settlement
14 Administrator, clearly communicating that the Class Member wishes to be excluded from the
15 Settlement. To be timely and valid, the Request for Exclusion must be mailed (postmarked) by
16 the Response Deadline, 60 days from the Settlement Administrator’s mailing of the Class Notice,
17 unless that deadline has been extended by a re-mailing of the Class Notice. The Request for
18 Exclusion should contain the Class Member’s name, address, signature, date, telephone number
19 or email address, and the name of the case. Persons who submit a timely Request for Exclusion
20 will be referred to as Non-Participating Class Members. The Settlement Administrator will
21 accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the
22 identity of the person as a Class Member and the Class Member’s desire to be excluded. Non-
23 Participating Class Members will not be entitled to receive an Individual Class Payment under the
24 Settlement, will not be bound by the terms and conditions of the Class Settlement, and will not be
25 releasing any of the Class Members’ Released Claims. However, Non-Participating Class
26 Members who are Aggrieved Employees will still receive Individual PAGA Payments and are
27 precluded from bringing PAGA-Released Claims that are released by Plaintiff and the State of
28 California, as described in Paragraph 20. Any Class Member who does not submit a timely

1 Request for Exclusion will be deemed to be a Participating Class Member and will be bound by
2 the terms and conditions of the Settlement.

3 **34. Revocation of Settlement by Defendant.** If five percent (5%) or more of the
4 Class Members request to be excluded from the Class, Defendant shall have the sole and absolute
5 discretion to revoke the Settlement Agreement. The Settlement Administrator shall provide a list
6 of the Requests for Exclusion within seven calendar (7) days after the Response Date. If
7 Defendant elects to revoke/rescind the Settlement Agreement, it shall provide written notice of
8 such revocation to Class Counsel within thirty calendar (30) days after receiving the final list of
9 Requests for Exclusion from the Settlement Administrator. Defendant agrees to meet and confer
10 in good faith with Class Counsel before rescinding or voiding the Settlement Agreement. Such
11 rescission shall have the same effect as a termination of this Settlement Agreement for failure to
12 satisfy a condition of settlement, and the Settlement Agreement shall become null and void and
13 have no further force or effect. No Party will encourage any class member to opt out of the
14 Settlement.

15 **35. Workweek And Pay Period Count.** This settlement is based on Defendant's
16 estimate of 11,034 workweeks between the time period from May 27, 2021 through February 24,
17 2026. If the actual number of workweeks worked during that time exceeds this amount by more
18 than 10% – that is, if there were 12,139 or more workweeks between the time period of May 27,
19 2021 through February 24, 2026 – then Defendant shall have the option in its sole discretion to
20 either: (a) increase the Gross Settlement Amount proportionately for each additional workweek
21 worked by Class Members over 12,138 workweeks; or (b) agree that the Class and PAGA Period
22 shall cut off as of the date the number workweeks worked by Class Members is up to 12,138.

23 **36. Weekly Status Reports.** Following the mailing of the Class Notice, the
24 Settlement Administrator will provide Class Counsel and Defense Counsel with weekly reports
25 of, among other things, the number of Class Notices mailed or re-mailed, Class Notices returned
26 undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, and
27 challenges to the number of Compensable Workweeks received and/or resolved. The
28 Administrator will promptly provide counsel for the Parties with copies of any objections

1 received. Additionally, the Settlement Administrator will provide to counsel for the Parties any
2 other updated reports regarding the administration of the Settlement as may be needed or
3 requested from time to time, including any declarations required by the Court.

4 **37. Other Duties of the Settlement Administrator.** The Settlement Administrator
5 shall perform such other duties as may be necessary from time to time, as directed by Counsel or
6 the Court. This shall include, among other things, (1) maintaining and monitoring an email
7 address and toll-free telephone number to receive Class Member calls, faxes and emails; (2)
8 establishing and maintaining an internet website to post necessary information for Class Members
9 regarding this Agreement and the Final Approval Hearing, among other things; (3) providing
10 Counsel for the Parties with a declaration suitable for filing in Court at least 14 calendar days
11 before Plaintiff is required to file his motion for Final Approval of the Settlement, attesting to the
12 Administrator's compliance with all of its obligations under the Agreement and other necessary
13 information regarding the Class Notices, Requests for Exclusion, and objections; and (4)
14 providing a final report and compliance declaration suitable for filing with the Court following
15 the Administrator's disbursement of all the payments required by this Agreement, in accordance
16 with any deadlines set by the Court.

17 **MOTION FOR FINAL APPROVAL**

18 **38. Final Settlement Approval Hearing and Entry of Final Order and Judgment.**
19 Following expiration of the Response Deadline, Plaintiff shall prepare and file a motion on behalf
20 of all Parties seeking final approval of the Settlement, including a request for approval of the
21 PAGA settlement under Labor Code section 2699(1)(2), a proposed Final Approval Order, and a
22 proposed Judgment. Plaintiff shall provide drafts of the motion for final approval and proposed
23 Final Order and Judgment to Defense Counsel not later than five (5) business days prior to filing
24 the motion. Plaintiff's motion for Final Approval shall be accompanied by a declaration from the
25 Settlement Administrator, as referenced above, describing the process and results of the
26 administration of the Settlement to date. Plaintiff will prepare and include with the Final
27 Approval motion a request seeking approval of Plaintiff's request for reimbursement of Class
28 Counsel's attorneys' fees and costs incurred in this matter and Plaintiff's request for the Class

1 Representative's Incentive Award. Plaintiff's motion will specify how counsel the total award of
2 attorneys' fees and costs is to be apportioned among Plaintiff's counsel in the Action.

3 39. **Contents of Proposed Final Order and Judgment.** The proposed Final Order
4 and Judgment will include, among other things:

- 5 a. Final Approval of the Settlement, adjudging the terms thereof to be fair,
6 reasonable and adequate, and directing consummation of its terms and provisions;
- 7 b. Approval of Class Counsel's application for an award of attorneys' fees
8 and costs;
- 9 c. Approval of the Class Representative's Incentive Award payment to
10 Plaintiff;
- 11 d. Approval of the Settlement Administration Costs;
- 12 e. Approval of the PAGA Payment;
- 13 f. The setting of a date when the Parties shall submit the Final Report
14 regarding the distribution of the Gross Settlement Amount pursuant to California Code of Civil
15 Procedure section 384, and, if necessary, a date for a final accounting hearing following its
16 receipt of the Final Report;
- 17 g. The entering of a judgment in the Action that is intended to preclude any
18 Class Members from pursuing any individual, class or representative claims against any of the
19 Released Parties that have been released herein pursuant to the Settlement Agreement, upon
20 satisfaction of all payments and obligations hereunder, excluding the Class claims of those
21 persons who submitted valid and timely Requests for Exclusion.

22 40. **Duty to Cooperate.** If the Court does not grant Final Approval or conditions
23 Final Approval on any material change to the Settlement, the Parties will expeditiously work
24 together in good faith to address the Court's concerns, including, if necessary, by revising the
25 Agreement to obtain Final Approval. The Court's decision to award less than the amounts
26 requested for the Class Representative's Service Payment, Class Counsel Award of fees and
27 costs, PAGA amounts, and/or Settlement Administration Costs shall not constitute a material
28 modification of the Agreement within the meaning of this Paragraph.

1 41. **Jurisdiction of the Court Following Judgment.** Following entry of the Final
2 Order and Judgment, the Court shall retain jurisdiction solely with respect to the interpretation,
3 implementation, and enforcement of the terms of this Agreement and all orders and judgments
4 entered in connection therewith; and addressing any other settlement administration and
5 compliance matters that may require its attention. If any Party brings an action to enforce the
6 terms of this Agreement, the prevailing Party shall be entitled to its/their reasonable attorneys'
7 fees and costs.

8 **SETTLEMENT FUNDING AND PAYMENTS**

9 42. **Information from Settlement Administrator Regarding Funding.** Not later
10 than seven (7) calendar days after the Effective Date, the Settlement Administrator will provide
11 Defense Counsel with an accounting of all anticipated payments from the QSF as specified in this
12 Agreement and approved by the Court, including all necessary routing and payment instructions
13 to the QSF, and including the amount due for the employer's share of payroll taxes on the wage
14 payments to be made outside the Gross Settlement Amount. The Settlement Administrator will
15 also provide counsel for the Parties with at least seven (7) calendar days, whether before or after
16 the funding date but before the scheduled distribution date, in which to review the
17 Administrator's proposed payment calculations.

18 43. **Funding of Settlement.** Defendant shall pay the Gross Settlement Amount,
19 together with the amount the Settlement Administrator has determined or estimated to be
20 Defendant's share of employer taxes due on the wages being paid under the Settlement, in one
21 lump sum payment within fifteen (15) calendar days after the Effective Date, or by August 27,
22 2027, whichever occurs later. Defendant shall provide the Gross Settlement Amount to the
23 Settlement Administrator in any feasible manner, including, but not limited to, a wire transfer or a
24 check.

25 44. **Timing of Settlement Disbursements.** Within fourteen (14) calendar days after
26 Defendant has provided the Settlement Administrator with the Gross Settlement Amount, the
27 Settlement Administrator will distribute the payments to Plaintiff for his Class Representative
28 Incentive Award payment, to Class Counsel for their awarded attorneys' fees and costs, to the

1 LWDA, to the Participating Class Members for their Individual Class Payments, to all Aggrieved
2 Employees for their Individual PAGA Payments, and to itself for the Settlement Administration
3 Costs.

4 45. **Method of Individual Payments.** The Settlement Administrator shall mail the
5 Individual Class Payment and Individual PAGA Payments by regular First-Class U.S. Mail to
6 each person's last known mailing address. Prior to mailing the payments, the Settlement
7 Administrator shall perform a search based on the National Change of Address Database
8 maintained by the United States Postal Service to update and correct any known or identifiable
9 address changes.

10 46. **Non-Reversionary Settlement; No Claim Necessary.** Participating Class
11 Members shall not be required to submit a claim in order to receive a share of the Net Settlement
12 Amount, and no portion of the Gross Settlement Amount shall revert to Defendant. To the extent
13 the Court does not approve the full requested attorneys' fees, litigation costs, the Class
14 Representative's Incentive Award or Settlement Administration Costs, the Net Settlement
15 Amount will increase accordingly by the difference between the requested amounts and the
16 amounts awarded by the Court. If this Settlement is not finally approved by the Court in full, or
17 is terminated, rescinded, canceled or fails to become effective for any reason, or if the Effective
18 Date does not occur, then no portion of the Gross Settlement Amount shall be paid.

19 47. **Disposition of Uncashed Checks.** All Individual Settlement Payment checks
20 and/or Individual PAGA Payment checks issued by the Settlement Administrator must be cashed
21 within one hundred eighty (180) days after issuance. After the expiration of the 180-day period,
22 the Settlement Administrator will void any uncashed checks, and, subject to the Court's approval,
23 the total amount of any uncashed settlement checks will be transmitted to the State Controller's
24 Unclaimed Property Fund to permit the affected Participating Class Members and/or Aggrieved
25 Employees to claim the funds in the future, pursuant to California Code of Civil Procedure
26 section 384(b).

27 48. **Settlement Binding Even If Checks Not Cashed.** In the event a Participating
28 Class Member or Participating PAGA Member fails to cash/deposit his or her Individual Class

1 Payment check and/or Individual PAGA Payment check, for whatever reason, that person shall
2 nevertheless remain bound by the Class Settlement and, if applicable, the PAGA Release.

3 **ADDITIONAL PROVISIONS**

4 49. **Nullification of Settlement for Other Reasons.** In the event: (i) the Court does
5 not enter the Preliminary Approval Order; (ii) the Court does not grant Final Approval of the
6 Settlement; (iii) the Court does not enter the Final Order and Judgment; or (iv) the Settlement
7 does not become final for any other reason, this Agreement shall be rendered null and void, and
8 any order or judgment entered by the Court in furtherance of this Agreement shall be treated as
9 void from the beginning. In such a case, this Agreement and any documents related to it shall not
10 be used by any Class Member or Class Counsel to support any claim or request for class
11 certification in the Action, and shall not be used in any other civil or administrative action against
12 Defendant or any of the other Released Parties.

13 50. **Plaintiff's Waiver of Right to Be Excluded.** Plaintiff agrees that by signing this
14 Agreement, he will be bound by the terms herein. Plaintiff further agrees that, upon signing this
15 Agreement, he will not request to be excluded from this Settlement, and that any such request for
16 exclusion by Plaintiff will be void and of no force or effect.

17 51. **Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms
18 and conditions of this Agreement, the Parties, their respective counsel, and all Participating Class
19 Members who did not object to the Settlement as provided in this Agreement waive all rights to
20 appeal from the Judgment. If an objector appeals the Judgment, the Parties' obligations to
21 perform under this Agreement will be suspended until the appeal is finally resolved and the
22 Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement
23 Amount. However, nothing in this Agreement shall preclude Plaintiff from appealing a court
24 order denying or failing to grant in full their requests for attorneys' fees, costs, or Incentive
25 Award. Any order reducing the Class Counsel Award or the Class Representative's Incentive
26 Award will not be grounds on Plaintiff's part to nullify or void this Settlement.

27 52. **No Credit Towards Defendant's Benefit Plans.** Neither the terms of this
28 Settlement nor any of the amounts paid to Plaintiff or any Class Member shall have any effect on

1 the eligibility or calculation of any employee benefits under Defendant's benefit plans. Any
2 Individual Class Payments or Individual PAGA Payments paid under the Settlement do not
3 represent any modification of a recipient's previously-credited hours of service or other eligibility
4 criteria, and will not be utilized to calculate any additional benefits, vesting or credit under any
5 bonus or compensation plan, employee pension benefit plan, employee welfare benefit plan, or
6 any other program or policy sponsored by Defendant or any of its affiliates. It is the intent of the
7 Parties that the Individual Class Payments and Individual PAGA Payments provided for in this
8 Agreement are the sole payments to be made by Defendant to Class Members and others in
9 connection with this Settlement, and that the Class Members are not entitled to any new or
10 additional compensation or benefits as a result of having received the Individual Class Payments
11 and/or Individual PAGA Payments.

12 **53. No Admission of Liability, Class Certification or Representative**
13 **Manageability for Other Purposes.** Defendant denies all claims alleged in the Action and
14 denies all wrongdoing whatsoever by Defendant. Defendant further denies that any of its
15 employees has been "aggrieved" by a violation of the Labor Code. Neither this Agreement, nor
16 any of its terms and conditions, nor any of the negotiations connected with it, is a concession or
17 admission, and none shall be used against Defendant as an admission or indication with respect to
18 any claim of any fault, concession, or omission by Defendant or that class certification is proper
19 under the standard applied to contested certification motions. The Parties agree that certification
20 of the proposed class, and representative treatment under PAGA, are for purposes of this
21 Settlement only. This Agreement will not be admissible in this or any other proceeding as
22 evidence that either a class action should be certified, that Plaintiff's PAGA claims are
23 manageable for trial, or that Defendant is liable to Plaintiff or any Class Member, other than
24 according to the terms of this Agreement.

25 **54. Publicity and Confidentiality.** The Parties and their counsel will treat the terms
26 of this Settlement as strictly confidential prior to the filing of the preliminary approval motion.
27 Both before and after the filing of the preliminary approval motion, the Parties and their counsel
28 will not issue any press releases or initiate any contact with the media about this case and/or the

1 fact, amount, or terms of the Settlement. If, after the filing of the preliminary approval motion,
2 counsel for either Party receives an inquiry about the Settlement from the media, counsel may
3 respond but must limit such response to “no comment” or words to that effect. After the filing of
4 the preliminary approval motion, Plaintiff’s counsel shall be permitted to discuss the terms of the
5 Settlement with any Settlement Class members who inquire about the terms. Neither Plaintiff nor
6 Plaintiff’s Counsel will make any disparaging comments about Defendant.

7 **55. Tax Liability.** The Parties and their counsel make no representations as to the tax
8 treatment or legal effect of the payments specified herein, and Class Members are not relying on
9 any statement or representation by the Parties, Class Counsel or Defense Counsel in this regard.
10 Participating Class Members, Aggrieved Employees, Class Counsel, and Plaintiff shall be solely
11 and legally responsible for the payment of all applicable taxes and penalties assessed on the
12 payments specified herein other than the employer’s share of the payroll taxes due on the
13 payments designated as wages.

14 **56. Circular 230 Disclaimer.** The Parties acknowledge and agree that (i) no
15 provision of this Agreement, and no written communication or disclosure between or among the
16 Parties, Class Counsel or Defense Counsel and other advisors, is or was intended to be, nor shall
17 any such communication or disclosure constitute or be construed or be relied upon as, tax advice
18 within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as
19 amended); (ii) the acknowledging party (a) has relied exclusively upon his, her, or its own,
20 independent legal and tax counsel for advice (including tax advice) in connection with this
21 Agreement, (b) has not entered into this Agreement based upon the recommendation of any other
22 party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any
23 communication or disclosure by any attorney or advisor to any other party to avoid any tax
24 penalty that may be imposed on the acknowledging party; and (iii) no attorney or advisor to any
25 other party has imposed any limitation that protects the confidentiality of any such attorney’s or
26 advisor’s tax strategies (regardless of whether such limitation is legally binding) upon disclosure
27 by the acknowledging party of the tax treatment or tax structure of any transaction, including any
28 transaction contemplated by this Settlement.

1 **57. Authorization to Enter into Agreement.** Class Counsel and Defense Counsel
2 warrant and represent that they are expressly authorized by the Parties whom they represent to
3 negotiate this Agreement and to take all appropriate actions required or permitted to be taken by
4 the Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents
5 required to effectuate its terms. The person signing this Agreement on behalf of Defendant
6 represents and warrants that he/she is authorized to sign this Agreement on behalf of Defendant.
7 Plaintiff represents and warrants that he is authorized to sign this Agreement on behalf of
8 themselves and the Class, and as proxies for the State of California, and that they have not
9 assigned any claim or part of a claim covered by this Agreement to a third party.

10 **58. Cooperation to Effectuate Settlement.** The Parties, Class Counsel and Defense
11 Counsel shall cooperate with each other and use their best efforts to effect the implementation of
12 this Settlement. In the event the Parties are unable to reach agreement on the form or content of
13 any document needed to implement the Settlement, or on any supplemental provisions that may
14 become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of
15 the Court to resolve such disagreement.

16 **59. Invalidity of Any Provision.** In the event the Court declares any material
17 provision of this Agreement invalid, the Agreement will be void and its terms will be of no force
18 and effect, except as otherwise agreed to by the Parties in writing, subject to the Court's approval.
19 Before the Court concludes that any term or provision of this Agreement is invalid, the Parties
20 will request that the Court first attempt to construe the terms or provisions valid to the fullest
21 extent possible consistent with applicable precedents so as to define all provisions of this
22 Agreement as valid and enforceable. The Parties further agree to meet and confer in an attempt to
23 resolve any issues or concerns the Court may have as to the validity of any provision in an effort
24 to effectuate the essential terms of this Settlement, and to discuss any possible amendments to this
25 Agreement or its Exhibit 1 needed to obtain the Court's approval of the Settlement.

26 **60. Binding Nature of Notice of Class Action Settlement.** It is agreed that, because
27 the Class Members are so numerous, it is impossible or impractical to have each Class Member
28 execute the Agreement. The Class Notice shall advise all Class Members of the binding nature of

1 the Settlement, and the release of the Class Members' Released Claims as described above in
2 Paragraph 19 shall have the same force and effect as if this Agreement were executed by each
3 Participating Class Member.

4 61. **Entire Agreement.** This Agreement and its attached Exhibit 1 constitute the
5 entire agreement between the Parties, and no oral or written representations, warranties, or
6 inducements have been made to Plaintiff or Defendant concerning this Agreement or Exhibit 1
7 other than the representations, warranties, and covenants contained and memorialized in this
8 Agreement and Exhibit 1. No other prior or contemporaneous written or oral agreements may be
9 deemed binding on the Parties.

10 62. **Cooperation in Drafting.** The Parties have cooperated in the drafting and
11 preparation of this Agreement. This Agreement will not be construed against any Party on the
12 basis that the Party was the drafter or participated in the drafting.

13 63. **Amendment or Modification.** This Agreement may be amended or modified
14 only by a written instrument signed by counsel for all Parties or their successors-in-interest and
15 approved by the Court.

16 64. **Governing Law.** All terms of this Agreement and its exhibit shall be governed by
17 and interpreted according to the laws of the State of California, without regard to conflict of law
18 principles.

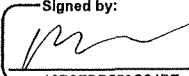
19 65. **Binding on Successors and Assigns.** This Agreement shall be binding upon, and
20 inure to the benefit of, the successors and assigns of the Parties.

21 66. **Headings.** The descriptive heading of any section or paragraph of this Agreement
22 is inserted for convenience of reference only and does not constitute a part of this Agreement.

23 67. **Counterparts.** This Agreement may be executed in one or more counterparts by
24 facsimile, electronically (i.e., DocuSign), or email, which for purposes of this Agreement shall be
25 accepted as an original. All executed counterparts and each of them shall be deemed to be one
26 and the same instrument if counsel for the Parties exchange between themselves signed
27 counterparts. Any executed counterpart will be admissible in evidence to prove the existence and
28 contents of this Agreement.

1 IN WITNESS WHEREOF, the Parties hereto have knowingly and voluntarily executed
2 this Joint Stipulation of Class Action and PAGA Settlement and Release on the dates set forth
3 below:

4
5 DATED: 4/14/2026

Signed by:

MICHAEL BOLDS, Plaintiff

8
9 DATED: 4/15/2026

TRANSPORTUS, INC.

Signed by:

By: LAWRENCE GARCIA
Name: Lawrence Garcia
Title: President/CEO

13
14 APPROVED AS TO FORM AND CONTENT:

15
16 DATED: 4/14/2026

COHELAN KHOURY & SINGER

17
18 By: 
ISAM C. KHOURY
MAGGIE REALIN

19
20 Attorneys for Plaintiff
21 MICHAEL BOLDS, the Class and the Aggrieved
Employees

22 DATED: 04/14/2026

UNITED EMPLOYEES LAW GROUP
23
24 By: 
WALTER L. HAINES

25 Attorneys for Plaintiff
26 MICHAEL BOLDS, the Class and the Aggrieved
27 Employees
28

1 DATED: 4/15/2026

2 COLEMAN & HOROWITT, LLP

3 By: 
4 GREGORY J. NORYS
5 CAZ C. ASHJIAN

6 Attorneys for Defendant
7 TRANSPORTUS, INC.

EXHIBIT 1

Bolds v. TransportUS, Inc., Case No. CIVSB2515019
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF SAN BERNARDINO
NOTICE OF CLASS ACTION SETTLEMENT

The San Bernardino County Superior Court authorized this Notice. Please read it carefully. It is not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

The following recitation does not constitute the findings of the Court. Defendant adamantly denies any and all liability. This notice should not be understood to be an expression of the Court's views on the merits of any claim or defense raised by the parties.

To: Any individual who is a current or former non-exempt, hourly-paid driver employed by TransportUS Inc. in California at any time from May 27, 2021, to May 25, 2026 ("Class Members").

You may be eligible to receive money from a class action lawsuit filed by Michael Bolds ("Plaintiff" or "Class Representative") against Defendant TransportUS Inc. ("Defendant") for alleged violations of the California Labor Code and Business and Professions Code (the "Action"). Plaintiff and Defendant shall be collectively referred to as the "Parties." Defendant denies all claims in the Action.

On [DATE], the San Bernardino Superior Court granted preliminary approval of settlement of this Action and ordered the Parties to notify all Class Members of the settlement. **You have received this Notice because Defendant's records indicate that you are a Class Member, and therefore may be entitled to a payment from the settlement.** All checks will be negotiable for 180 days – checks that are not cashed within 180 days will be paid to the State of California Office of the Controller Unclaimed Property Fund in the Class Members' name(s).

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member, and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at [TIME] and [DATE] in Department S23 of the San Bernardino County Superior Court located at 247 West 3rd Street, San Bernardino, California 92415. You are not required to attend the hearing, but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, or by using the Court's telephonic appearance platform.

SUMMARY OF THE LITIGATION

The Action seeks payment of (1) unpaid wages, statutory damages and penalties, interest and attorneys' fees on behalf of all Class Members; and (2) penalties under the California Private Attorneys General Act ("PAGA") on behalf of all Aggrieved Employees, who are defined as "all current and former non-exempt, hourly-paid drivers who are [Class Members] and who have been employed by Defendant between April 21, 2024, and May 25, 2026 ("PAGA Period").

PAGA is a California law that allows employees to bring claims for civil penalties on behalf of the California Labor and Workforce Development Agency ("LWDA") and all Aggrieved Employees for alleged violations of the Labor Code; any payment for PAGA penalties in this Action will be paid 65% to the LWDA and 35% to all Aggrieved Employees as civil penalties (rather than wages).

Counsel for Plaintiff, and the attorneys appointed by the Court to represent the Class, Cohelan Khoury & Singer and the United Employees Law Group ("Class Counsel"), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believes that the claims alleged in this lawsuit have merit, Class Counsel also recognizes that the risk and expense of continued litigation justify settlement. Thus, Class Counsel believes the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendant has denied, and continues to deny, the factual and legal allegations in the case and believes that it has valid defenses to Plaintiff's claims. By agreeing to settle, Defendant is not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Defendant has agreed to settle the case as part of a compromise with Plaintiff.

SUMMARY OF THE PROPOSED SETTLEMENT TERMS

Plaintiff and Defendant (without admitting liability) have agreed to settle the underlying class claims in exchange for a Gross Settlement Amount of \$150,000.00. This amount is inclusive of: (1) individual settlement payments to all Participating Class Members; (2) incentive award to Plaintiff Michael Bolds as the class representative in the amount not to exceed \$10,000.00; (3) up to \$50,000.00 in attorneys' fees and up to \$15,000.00 in litigation costs and expenses; (4) a \$7,500.00 PAGA payment, 65% of which (\$4,875.00) will be provided to the California Labor & Workforce Development Agency ("LWDA") as required under California law, and 35% in Individual PAGA Payments (\$2,625.00) to Aggrieved Employees based on their Compensable Workweeks during the PAGA Period, and (5) reasonable Settlement Administrator's fees and expenses currently estimated at \$6,500.00. After deducting the Class Representative Incentive Award, attorneys' fees and costs, the PAGA payment to the LWDA, and the Settlement Administrator's fees and expenses, a total of approximately \$61,000.00 will be allocated to Class Members who do not opt out of the settlement ("Net Settlement Amount").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments to Class Members, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments to Aggrieved Employees and pay penalties to the LWDA. Based on Defendant's records, and the Parties' current assumptions, your Individual Class and PAGA Payments are shown in the chart below, along with the applicable data points from which these estimates are derived.

<i>Calculations and Data Points for Estimated Individual Class and PAGA Payments</i>	
Weeks Worked during Class Period	<i>Estimated Individual Class Payment</i>
INSERT	INSERT
Weeks Worked during PAGA Period	<i>Estimated Individual PAGA Payment</i>
INSERT	INSERT

Please note that the actual amount you receive may be different from the above and will depend on several factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records you didn't perform work for Defendant in California during the PAGA Period.) If you believe that you worked more weeks during the periods shown in the chart above, you can submit a challenge by **DATE** ("**Response Deadline**").

At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Class Counsel. The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

YOUR OPTIONS UNDER THE SETTLEMENT

If you worked for Defendant in California during the Class Period and/or the PAGA Period, you have a few options as shown in the Chart below:

DO NOTHING AND RECEIVE A SETTLEMENT PAYMENT	If you want to receive your full settlement payment, then no further action is required on your part. You will automatically receive a settlement payment if the Settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Class Members' Released Claims described in Section 3 below.
EXCLUDE YOURSELF	If you do not wish to participate in the proposed Settlement of the Class Claims, you may "opt out" of the Settlement of the Class Claims. If you choose to opt out, you must submit a Request for Exclusion by DATE (see Section 6 below for more details on how to opt out). If you opt out, you will no longer be a Participating Class Member, and you will (1) <u>not</u> receive an

	Individual Class Payment, but you will preserve your right to pursue the Class Members' Released Claims described below subject to applicable statutes of limitations, and (2) be barred from filing an objection to the settlement. You cannot opt out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees. See Section 6 of this Notice.
OBJECT	If you decide to object to the settlement with respect to the Class Claims, you must submit a written Objection stating why you object to the settlement by [DATE] (see Section 7 for more details on how to object). Please note you may appear at the Final Approval Hearing either in person, or through attorney retained at your own expense, to have your objection heard, whether or not you had submitted a prior written objection as specified in Section 7 .
DISPUTE THE NUMBER OF WEEKS WORKED	If you believe the number of workweeks that you were credited with working in the chart above is incorrect, you may submit a written dispute to Phoenix Settlement Administrators (the "Settlement Administrator"), a third party responsible for sending this Notice (see Section 4 for more details on how to submit a Dispute). Defendant's records will be presumed correct, but you may provide evidence to the Settlement Administrator showing how many workweeks you believe you should be credited.

1. WHAT IS THIS ACTION ABOUT?

Plaintiff alleges that Defendant violated California labor laws due to the alleged: failure to pay all wages due, including minimum and overtime wages and reporting time pay, meal and rest period violations, wage statement violations, failure to reimburse expenses, failure to timely pay wages during employment, failure to timely pay final wages at termination, and unfair business practices. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under PAGA.

Defendant strongly denies violating any laws or failing to pay any wages and contends that it complied with all applicable laws.

All Parties are represented by attorneys in this Action. See Section 9 below for their contact information.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

The Parties hired an experienced, neutral mediator in an effort to resolve the Action by settlement rather than continuing the expensive and time-consuming litigation. The case settled. Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

- **Defendant Will Pay \$150,000.00 as the "Gross Settlement Amount."** Defendant will deposit the Gross Settlement Amount into an account controlled by the Settlement Administrator. The Settlement Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Plaintiff's Incentive Award, Class Counsel's attorney's fees and expenses, the Administrator's Costs, and PAGA Penalties to be paid to the LWDA.
- **Court Approved Deductions From Gross Settlement Amount.** At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - Individual Class Payments to all Participating Class Members.
 - Incentive Award to Plaintiff Michael Bolds as the class representative in an amount not to exceed \$10,000.00.

- Up to \$50,000.00 to Class Counsel in attorneys' fees and up to \$15,000.00 in litigation costs and expenses.
 - Up to \$7,500.00 for PAGA Penalties, 65% of which (\$4,875.00) will be provided to the California Labor & Workforce Development Agency ("LWDA") as required under California law, and 35% in Individual PAGA Payments (\$2,650.00) to Aggrieved Employees based on their Compensable Workweeks during the PAGA Period.
 - Approximately \$6,500.00 to the Settlement Administrator for administering the settlement.
 - Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.
- Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Settlement Administrator will distribute the remainder of the Gross Settlement Amount (the "Net Settlement Amount") by making Individual Class Payments to Participating Class Members based on their pro rata share of total weeks worked during the Class Period.
 - Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of twenty percent (20%) of each Individual Class Payment to taxable wages ("Wage Portion") and eighty percent (80%) to penalties and interest ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms. Although the Parties have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.
 - Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the "void date"). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California State Controller's Unclaimed Property Fund in your name. If the monies represented by your check are sent to the Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.
 - Requests for Exclusion from the Class Settlement (Opt Outs). You will be treated as a Participating Class Member, participating fully in the Settlement, unless you opt out of the Settlement, not later than the Response Deadline. See Section 6 of this Notice for details on how to Opt Out.
 - The Proposed Settlement Will be Void If the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
 - Settlement Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the "Settlement Administrator") to send this Notice, calculate and make payments, and process any Class Members' Requests for Exclusion. The Settlement Administrator will also decide any disputes over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Settlement Administrator's contact information is contained in Section 9 of this Notice.
 - Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement Amount, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or the "Released Parties" (which

means “Defendant and all of its former and present parents, corporate members, subsidiaries, divisions, and affiliated companies, and their respective officers, directors, employees, partners, shareholders, agents, insurers, successors, assigns, and legal representatives”) based on the facts alleged in the Action for the duration of the Class Period and PAGA Period, which are resolved by this Settlement.

The Participating Class Members will be bound by the following release during the Class Period (the “Class Members’ Released Claims”):

All Participating Class Members will fully, finally and forever release, settle, compromise, relinquish, and discharge Defendant and all of the Released Parties from any and all claims, rights, demands, liabilities, and causes of action of every nature and description, arising from May 27, 2021, through the Class and PAGA Period End Date (May 25, 2026), including statutory, contractual, or common law claims for wages, damages, penalties, liquidated damages, interest, attorneys’ fees, litigation costs, restitution, or equitable relief – whether asserted under the California Labor Code, Business and Professions Code §§ 17200, *et seq.*, the applicable wage orders at California Code of Regulations, Title 8, Sections 11000, *et seq.*, or otherwise – that arise out of or are reasonably related to the factual allegations that were alleged or reasonably could have been alleged in Plaintiff’s operative Complaint relating to Plaintiff’s claims, including but not limited to: (a) failure to pay minimum wages; (b) failure to pay overtime wages; (c) failure to provide lawful meal periods and/or failure to pay meal premiums in lieu thereof; (d) failure to authorize and permit rest breaks and/or failure to pay rest break premiums in lieu thereof; (e) failure to provide accurate itemized wage statements; (f) failure to timely pay wages due at separation, (g) failure to reimburse necessarily incurred business expenses; (h) failure to pay reporting time pay; and (i) violation of the Unfair Competition Law (Bus. & Prof. Code §§ 17200, *et seq.*; and (j) any and all claims for attorneys’ fees and costs.

- Release of PAGA Claims. After the Court’s judgment is final, and Defendant has paid the Gross Settlement Amount, the Aggrieved Employees shall release the Released Parties from the “PAGA- Released Claims” defined as the following:

Plaintiff, as agent and proxy of the State of California, and the State of California (including the LWDA), acting on behalf of the Aggrieved Employees, shall release Defendant and all the Released Parties from any and all claims for PAGA civil penalties arising during the PAGA Period (April 21, 2024, through May 25, 2026), based on any of the underlying claims and factual allegations that were alleged, or reasonably could have been alleged, based on the facts contained in Plaintiff’s operative Complaint, as amended, and/or in Plaintiff’s notices provided to the LWDA in connection with this Action, and including all the claims for (a) failure to pay minimum, regular and overtime wages; (b) failure to provide lawful meal periods and/or failure to pay meal premiums in lieu thereof; (c) failure to authorize and permit rest breaks and/or failure to pay rest break premiums in lieu thereof; (d) failure to reimburse necessarily incurred business expenses; (e) failure to timely pay wages during employment; (f) failure to timely pay wages owed upon separation from employment; (g) failure to provide accurate, itemized wage statements and/or to comply with applicable recordkeeping requirements; and (h) any and all claims for attorneys’ fees and costs. It is understood and agreed that Aggrieved Employees will not have the opportunity to opt out of this PAGA Release even if they have requested to be excluded from the Class Settlement. It is the intent of the Parties that, to the fullest extent permitted by law, the Aggrieved Employees will be deemed to have released all such PAGA claims arising during the PAGA Period.

4. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

- Individual Class Payments. The Settlement Administrator will calculate Individual Class Payments by (a) dividing the portion of the Net Settlement Amount allocated to the Participating Class Members by the total number of

Compensable Workweeks for all Participating Class Members, and (b) multiplying the result by each Participating Class Members' Weeks Worked.

- **Individual PAGA Payments.** The Settlement Administrator will calculate Individual PAGA Payments by (a) dividing \$2,625.00 by the total number of Compensable Workweeks for all Aggrieved Employees, and b) multiplying the result by the number of Compensable Workweeks for each individual Aggrieved Employee during the PAGA Period.
- **Disputing Weeks Worked.** The number of weeks you worked during the Class and PAGA Periods, as recorded in Defendant's records, are stated in the tables on page 2 of this Notice. You have until **[DATE]** (the "Response Deadline") to dispute the number of Compensable Workweeks credited to you by submitting evidence to the Settlement Administrator. Section 9 of this Notice has the Settlement Administrator's contact information.

You will need to support your dispute by producing evidence to the Settlement Administrator showing that Defendant's records are inaccurate on or before the Response Deadline.

5. HOW WILL I GET PAID?

- Individual Class and PAGA payments will be paid by check and shall be made payable to each Class Member and/or Aggrieved Employee by the Settlement Administrator via regular First-Class U.S. Mail.
- **Your check will be sent to the same address as this Notice. If you change your address, notify the Settlement Administrator as soon as possible. Section 9 of this Notice has the Settlement Administrator's contact information.**

6. HOW DO I OPT OUT OF THE CLASS SETTLEMENT?

- You will be treated as a Participating Class Member, participating fully in the Settlement, unless you opt out of the Settlement, not later than the Response Deadline.
- If you **do not** wish to take part in the release of the Class Claims in the Settlement, you may exclude yourself by sending to the Settlement Administrator a written "Request for Exclusion," which must include your full name, present address, email address or telephone number, and a statement setting forth your request to opt out of or be excluded from the Class portion of the Settlement and the Class Members' Released Claims. Be sure to include the required information, personally sign your request, and identify the Action as *Michael Bolds v. TransportUS, Inc.* You must make the request yourself. If someone else makes the request for you, it will not be valid. **Send your Request for Exclusion to the Settlement Administrator by [REDACTED], 2026 (the "Response Deadline"), or it will be invalid.** Section 9 of the Notice has the Settlement Administrator's contact information.
- Any person who submits a timely Request for Exclusion from the Class Claims (1) will not have any rights under this Settlement, including the right to object, appeal or comment on the Settlement; (2) will not be entitled to receive an Individual Class Payment; (3) will preserve the right to pursue the Class Members' Released Claims, and (4) will not be bound by the Class Claims portion of this Settlement, or the Judgment.
- You cannot opt out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Claims remain eligible to receive an Individual PAGA Payment and will be bound by the PAGA Settlement and Judgment.

7. HOW DO I OBJECT TO THE SETTLEMENT?

- Only Participating Class Members have the right to object to the Settlement. If you wish to object to the proposed Settlement, you or your own attorney may submit a written objection and include any and all evidence and supporting papers. The Objection must include your full name, present address, email address or telephone number, and signature, as well as the case name and number (*Michael Bolds v. TransportUS, Inc.*, Case No. CIVSB2515019),

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. Additionally, if you are represented by an attorney, the objection must include the name and address of your attorney. This objection and all supporting information must be sent to the Administrator at the address listed in Section 9, **postmarked** on or before [REDACTED], **2026**. You may appear at the Final Approval Hearing either in person, or through attorney retained at your own expense, to have you objection heard, whether or not you had submitted a prior written objection as specified in this section.

- If you do not comply with these procedures, the Court may not consider your objection at the Final Approval Hearing, and you may lose the right to contest the approval of the Settlement. You are still eligible to receive a settlement payment should the Settlement become Final even if you object to the Settlement. 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.

8. WHEN IS THE FINAL APPROVAL HEARING?

- On [REDACTED], 2026, at [REDACTED] a.m./p.m., the Court will hold a public hearing in Department S23 of the Superior Court for the State of California, County of San Bernardino, 247 West 3rd Street, San Bernardino, CA 90012, for the purposes of determining whether the proposed Settlement is fair, adequate, and reasonable and should be approved, whether to approve Class Counsel's applications for attorneys' fees and costs, whether to approve the payments to the LWDA, and whether to approve Plaintiff's request for the incentive award. Class Members who support the proposed Settlement do not need to appear at the hearing and do not need to take any other action to indicate their approval. Class Members who object to the proposed Settlement are not required to attend the Final Approval Hearing. It's possible the Court will reschedule the Final Approval Hearing. You should check with the Settlement Administrator beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing if you wish to attend.

9. HOW CAN I GET MORE INFORMATION?

- If you have questions about this Notice, the process to Opt Out or Object, or the Settlement, or if you did not receive this Notice in the mail and you believe that you are or may be a member of the Class, you may contact the Settlement Administrator for more information or to request that a copy of this Notice be sent to you in the mail. And you may also contact Class Counsel. Contact information for both the Settlement Administrator and Class Counsel is provided here:

Administrator	Class Counsel
Name Mailing Address Telephone Number	COHELAN KHOURY & SINGER Isam C. Khoury (SBN 58759) ikhoury@ckslaw.com Maggie K. Realin (SBN 263639) mrealin@ckslaw.com 605 C St., Ste. 200 San Diego, CA 92101 Telephone: (619) 595-3001 Facsimile: (619) 595-3000 UNITED EMPLOYEES LAW GROUP, P.C. Walter L. Haines (SBN 71075) whaines@uelglaw.com 8605 Santa Monica Blvd., #63354 West Hollywood, CA 90069

	Telephone: (562) 256-1047 Facsimile: (562) 256-1066
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- You may also seek advice and guidance from your own private attorney at your own expense, if you so desire.
- This Notice is only a summary. For more detailed information, you may review the Settlement Agreement, containing the complete terms of the proposed Settlement, which is on file with the Court and attached to the Declaration of Isam Khoury in Support of Motion for Preliminary Approval of Class Action Settlement filed on [DATE], 2026 and available to be inspected at any time during regular business hours at the Office of the Clerk, San Bernardino County Superior Court, located at 247 West 3rd, San Bernardino, CA 92415, or by submitting a request online at <https://cap.sb-court.org/>.
- **DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT**

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

- If you lose or misplace your settlement check before cashing it, the Settlement Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the California State Controller's Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

- To receive your check, you should immediately notify the Settlement Administrator if you move or otherwise change your mailing address.

EXHIBIT B