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GREYHOUND LINES, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

LEON BLANCHE, an individual;
JUAN BAZABAL, an individual; and
KEINARD SIMPSON, an individual, on
behalf of themselves and all others similarly
situated,

Plaintiffs,

v.

GREYHOUND LINES, INC., a Delaware
corporation, and DOES 1 through 10,
Inclusive,

Defendants.

Case No. 37-2023-00009121-CU-OE-CTL

ASSIGNED TO: JUDGE LOREN G.
FREESTONE, DEPT. C-64

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

1 IT IS HEREBY STIPULATED, by and between Juan Bazabal, Keinard Simpson, and Leon
2 Blanche (“Plaintiffs”) individually and on behalf of all others similarly situated, on the one hand, and
3 Defendant Greyhound Lines, Inc. (“Defendant”) on the other hand, and subject to the approval of the
4 Court, that the claims alleged in the Action are hereby compromised and settled pursuant to the terms
5 and conditions set forth in this Stipulation of Class and Representative Action Settlement and Release
6 (“Stipulation”) and that the Court shall make and enter judgment subject to the definitions, recitals,
7 and terms set forth herein, which by this reference become an integral part of this Stipulation.

8 **DEFINITIONS**

9 1. “Action” means the putative class and representative action entitled *Leon Blanche et*
10 *al. v. Greyhound Lines, Inc.*, San Diego County Superior Court Case No. 37-2023-00009121-CU-OE-
11 CTL.

12 2. “Aggrieved Employees” means all individuals employed by Defendant as non-exempt
13 Drivers and who drove routes that originated and/or terminated in California from December 13, 2021,
14 to the earlier of 90 days from February 6, 2024, or entry of an Order granting preliminary approval of
15 this settlement, whichever occurs first.

16 3. “Attorneys’ Fees and Expenses” means reasonable attorneys’ fees for Class Counsel’s
17 litigation and resolution of this Action and the related Federal Action (not to exceed 1/3 of the Gross
18 Settlement Amount), and Class Counsel’s expenses and costs reasonably incurred in connection with
19 this Action.

20 4. “Class Counsel” means Justin Hewgill of Hewgill Cobb & Lockard, APC, and Ben
21 Travis of Ben Travis Law, APC.

22 5. “Class Information” means information regarding Class Members and Aggrieved
23 Employees that Defendant shall in good faith compile from their records and shall be authorized by
24 the Court to transmit in a secured manner to the Settlement Administrator. Class Information shall be
25 transmitted in electronic form and shall include each Class Member and Aggrieved Employee’s full
26 name; last known address; Social Security number; number of Compensable Workweeks; and number
27 of PAGA Pay Periods.

28 6. “Class Members” means all individuals employed by Defendant as non-exempt Drivers

1 and who drove routes that originated and/or terminated in California from October 6, 2018, to the
2 earlier of 90 days from February 6, 2024, or entry of an Order granting preliminary approval of this
3 settlement, whichever occurs first.

4 7. “Class Notice” means the Notice of Class and Representative Action Settlement,
5 substantially in the form attached hereto as **Exhibit 1**, which shall be subject to Court approval and
6 which the Settlement Administrator shall mail to each Class Member explaining the terms of this
7 Stipulation and the Settlement.

8 8. “Class Period” means the period from October 6, 2018, to the earlier of 90 days from
9 February 6, 2024, or entry of an Order granting preliminary approval of this settlement, whichever
10 occurs first.

11 9. “Class Representative Service Awards” means the amounts the Court authorizes to be
12 paid to Plaintiffs in recognition of Plaintiffs’ efforts and risks in prosecuting the Action.

13 10. “Compensable Workweeks” means the total number of weeks during which a Class
14 Member drove at least one route that originated and/or terminated in California during the Class
15 Period. Only the number of workweeks worked as drivers will be included. The total number of weeks
16 is based on Defendant’s payroll records during the Class Period. Leaves of absences, vacation, weeks
17 of sick pay, workers’ compensation, holiday shut down, or periods of furlough, and similar times of
18 employment during which no work was performed are excluded. For calculation purposes, a partial
19 workweek shall be considered the same as a full workweek so long as the employee worked at least
20 one day during the full or partial workweek.

21 11. “Defendant” means Greyhound Lines, Inc.

22 12. “Defense Counsel” means David Dow and Karimah J. Lamar of Littler Mendelson,
23 P.C.

24 13. “Effective Date” means the date this settlement is approved as provided herein and the
25 Court’s order granting approval and entry of Final Judgment becomes final and is no longer
26 appealable. For purposes of this Settlement, “becomes final and is no longer appealable,” shall mean
27 upon the later of: (i) the day after the last date by which a notice of appeal to the applicable Court of
28 Appeal of the order and judgment approving this settlement may be timely filed and none is filed; (ii)

1 if an appeal is filed, and the appeal is finally disposed of by ruling, dismissal, denial or otherwise, the
2 day after the last date for filing a request for further review of the order and judgment approving this
3 settlement passes, and no further review is requested; or (iii) if an appeal is filed and there is a final
4 disposition by ruling, dismissal, denial, or otherwise by the Court of Appeal, and further review of the
5 order and judgment approving this settlement is requested, the day after the review is finally dismissed
6 or denied with prejudice and/or no further review of the judgment or order can be requested.

7 14. "Employer's Share of Payroll Taxes" means Defendant's portion of payroll taxes,
8 including, but not limited to FICA and FUTA, on the portion of the Individual Settlement Payments
9 that constitutes wages. The Employer's Share of Payroll Taxes shall be submitted by Defendant to
10 the Settlement Administrator in addition to the Gross Settlement Amount.

11 15. "Final Approval Hearing" means the hearing to be conducted by the Court after the
12 filing of an appropriate motion by Plaintiffs and following appropriate notice to Class Members giving
13 Class Members an opportunity to request exclusion from the class and Settlement and to object to the
14 Settlement, at which time Plaintiffs shall request that the Court finally approve the Settlement, enter
15 the Judgment, and take other appropriate action.

16 16. "Individual Settlement Payment" means the amount payable from the Net Settlement
17 Amount to each Settlement Class Member and/or the amount payable from the PAGA Payment to
18 each Aggrieved Employee.

19 17. "Information Sheet" means the form that shall be prepared by the Settlement
20 Administrator and sent to each Class Member that sets forth the total number of Compensable
21 Workweeks and the estimated Individual Settlement Payment for the Class Member, substantially in
22 the form attached hereto as **Exhibit 2**.

23 18. "Judgment" means the judgment to be entered by the Court upon granting final
24 approval of the Settlement and this Stipulation as binding upon the Parties and Settlement Class
25 Members.

26 19. "LWDA" means the California Labor and Workforce Development Agency.

27 20. "Gross Settlement Amount" means the maximum amount Defendant shall have to pay
28 in connection with this Settlement, by way of a common fund, which shall be inclusive (without

1 limitation) of all Individual Settlement Payments to Settlement Class Members and/or Aggrieved
2 Employees, the Attorneys' Fees and Expenses, the Class Representative Service Awards, Settlement
3 Administration Costs, and the PAGA Payment. The Gross Settlement Amount shall exclude the
4 Employer's Share of Payroll Taxes which shall be paid by Defendant to the Settlement Administrator
5 in addition to the Gross Settlement Amount. The Gross Settlement Amount that Defendant shall be
6 required to pay is Two Million Nine Hundred Thousand Dollars and Zero Cents (\$2,900,000.00).

7 21. "Net Settlement Amount" means the Gross Settlement Amount, less the Attorneys'
8 Fees and Expenses, the Class Representative Service Awards, Settlement Administration Costs, and
9 the PAGA Payment.

10 22. "Notice of Objection" means a Class Member's written objection to the Settlement.

11 23. "Notice Packet" means the packet of documents which shall be mailed to all Class
12 Members by the Settlement Administrator, including the Class Notice and Information Sheet.

13 24. "PAGA" means the California Private Attorneys General Act of 2004, California Labor
14 Code sections 2698, *et seq.*

15 25. "PAGA Payment" means the amount payable from the Gross Settlement Amount to
16 resolve the PAGA claim alleged in the Action, of which seventy-five percent (75%) shall be paid to
17 the LWDA and twenty-five percent (25%) shall be paid to Aggrieved Employees. The PAGA Payment
18 shall be One Hundred Thousand Dollars (\$100,000.00).

19 26. "PAGA Period" means the period from December 13, 2021, to the earlier of 90 days
20 from February 6, 2024, or entry of an Order granting preliminary approval of this settlement,
21 whichever occurs first.

22 27. "Parties" means Plaintiffs and Defendant.

23 28. "Plaintiffs" means Juan Bazabal, Keinard Simpson, and Leon Blanche.

24 29. "Preliminary Approval Order" means the order to be issued by the Court approving and
25 authorizing the mailing of the Notice Packet by the Settlement Administrator, setting the date of the
26 Final Approval Hearing, and granting preliminary approval of the Settlement set forth in this
27 Stipulation, among other things.

28 30. "Released Parties" means Defendant and its insurers, parents, subsidiaries, affiliated

1 companies, charitable organizations, partners, trustees, directors, officers, agents, attorneys, servants,
2 and employees, past and present, and each of them.

3 31. “Request for Exclusion” means a written request by a Class Member to opt out of, or
4 exclude oneself from, the Settlement.

5 32. “Response Deadline” means the date forty-five (45) calendar days after the Settlement
6 Administrator mails the Notice Packets to Class Members and the last date on which Class Members
7 may submit a Request for Exclusion, Notice of Objection, or dispute regarding the number of
8 Compensable Workweeks stated on their respective Information Sheet.

9 33. “Settlement” means the final and complete disposition of the Action pursuant to this
10 Stipulation.

11 34. “Settlement Administration Costs” means the reasonable costs and fees of
12 administering the Settlement to be paid from the Gross Settlement Amount, including, but not limited
13 to: (i) printing, mailing, and re-mailing (if necessary) of Notice Packets to Class Members; (ii)
14 preparing and submitting to Settlement Class Members and/or Aggrieved Employees and government
15 entities all appropriate tax filings and forms; (iii) computing the amount of and distributing: Individual
16 Settlement Payments, the Class Representative Service Awards, the Attorneys’ Fees and Expenses,
17 and the PAGA Payment to the LWDA; (iv) processing and validating Requests for Exclusion and
18 Notices of Objection; (v) establishing a Qualified Settlement Fund, as defined by the Internal Revenue
19 Code; and (vi) calculating and remitting to the appropriate government agencies all employer and
20 employee payroll tax obligations arising from the Settlement and preparing and submitting filings
21 required by law in connection with the payments required by the Settlement.

22 35. “Settlement Administrator” means CPT Group, Inc. or another mutually agreeable
23 reputable company.

24 36. “Settlement Class Members” means Plaintiffs and all other Class Members who do not
25 submit a valid and timely Request for Exclusion.

26 **RECITALS**

27 37. Procedural History. On October 6, 2022, Plaintiffs Juan Bazabal and Keinard Simpson
28 filed a lawsuit against Defendant on behalf of themselves and all other similarly situated in the

1 Southern District of California, Case No. 3:22-cv-05120-JLS-SBC, alleging wage and hour violations
2 (“Federal Action”). On March 3, 2023, Plaintiff Leon Blanche filed a lawsuit against Defendant on
3 behalf of himself and all other aggrieved employees in San Diego County Superior Court, Case No.
4 37-2023-00009121-CU-OE-CTL, alleging similar claims but seeking PAGA penalties (“State
5 Action”). The State Action was later amended on May 9, 2023. The Parties mediated with Anthony
6 Pantoni on February 6, 2024, and reached a global resolution of the Federal Action and State Action.
7 A Memorandum of Understanding (“MOU”) was fully executed the same day. On April 8, 2024,
8 Plaintiffs filed a Second Amended Class and Representative Action Complaint to consolidate the
9 Federal and State Actions in order to effectuate the global resolution. The Second Amended Complaint
10 alleges the following claims: (1) Failure to Pay Minimum Wages in violation of Labor Code sections
11 200, 204, 1194, and 1197; (2) Failure to Pay Proper Reporting Time Pay in violation of Wage Order
12 9; (3) Failure to Provide Accurate Wage Statements in violation of California Labor Code section 226;
13 (4) Failure to Pay All Wages Due Upon Termination in violation of Labor Code sections 201-203;
14 (5) Violation of the Unfair Competition Law in violation of Business & Professions Code sections
15 17200 et seq.; and (6) claims under PAGA, Labor Code sections 2698-2699.5.

16 38. Benefits of Settlement to Plaintiffs and the Class Members. Plaintiffs and Class
17 Counsel recognize the expense and length of continued proceedings necessary to litigate Plaintiffs’
18 claims in the Action through trial and through any possible appeals. Plaintiffs also have considered
19 the uncertainty and risks of the outcome of further litigation, and the difficulties and delays inherent
20 in such litigation. Plaintiffs and Class Counsel are also aware of the burdens of proof necessary to
21 establish liability for the claims asserted in the Action, both generally and in response to Defendant’s
22 defenses thereto, and the difficulties in establishing damages, penalties, restitution, and other relief
23 sought in the Action. Plaintiffs and Class Counsel also have considered Defendant’s agreement to
24 enter a settlement that confers substantial benefits upon the Class Members. Based on the foregoing,
25 Plaintiffs and Class Counsel have determined that the Settlement set forth in this Stipulation is fair,
26 adequate, and reasonable and is in the best interests of all Class Members.

27 39. Defendant’s Reasons for Settlement. Defendant has concluded that any further defense
28 of the Action would be protracted and expensive for all Parties. Substantial amounts of Defendant’s

1 time, energy, and resources have been, and unless this Settlement is completed, shall continue to be,
2 devoted to the defense of the claims asserted by Plaintiffs. Defendant also has considered the risks of
3 further litigation in reaching its decision to enter this Settlement. Even though Defendant contends it
4 is not liable for any of the claims alleged by Plaintiffs in the Action, Defendant has agreed, nonetheless,
5 to settle in the manner and upon the terms set forth in this Stipulation and to put to rest the claims
6 alleged in this Action. Defendant has asserted and continues to assert that the claims alleged by
7 Plaintiffs have no merit and do not give rise to any liability, damages, restitution, penalties, or other
8 payments. This Stipulation is a compromise of disputed claims. Nothing contained in this Stipulation,
9 no documents referred to herein, and no action taken to carry out this Stipulation, shall be construed
10 or used as an admission by or against Defendant as to the merits or lack thereof of the claims asserted
11 in the Action. Defendant contends that it has complied with all applicable state, federal, and local
12 laws.

13 **TERMS OF SETTLEMENT**

14 40. NOW THEREFORE, in consideration of the mutual covenants, promises, and
15 agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

16 41. Binding Settlement. This Settlement shall bind the Parties and all Settlement Class
17 Members and Aggrieved Employees, subject to the terms and conditions hereof and the Court's
18 approval.

19 42. Tax Liability. The Parties make no representations as to the tax treatment or legal effect
20 of the payments specified herein, and Class Members are not relying on any statement or
21 representation by the Parties, Class Counsel, or Defense Counsel in this regard. Plaintiffs, Class
22 Members, and Class Counsel understand and agree that Class Members shall be responsible for the
23 payment of all taxes and penalties assessed on the payments specified herein, and shall hold the Parties,
24 Class Counsel, and Defense Counsel free and harmless from and against any claims resulting from
25 treatment of such payments as non-taxable, including the treatment of such payments as not subject to
26 withholding or deduction for payroll and employment taxes.

27 43. Circular 230 Disclaimer. The Parties acknowledge and agree that (1) no provision of
28 this Stipulation, and no written communication or disclosure between or among the Parties, Class

1 Counsel, or Defense Counsel and other advisers, is or was intended to be, nor shall any such
2 communication or disclosure constitute or be construed or be relied upon as, tax advice within the
3 meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the
4 acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and tax
5 counsel for advice (including tax advice) in connection with this Stipulation, (b) has not entered into
6 this Stipulation based upon the recommendation of any other party or any attorney or advisor to any
7 other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or
8 adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party;
9 and (3) no attorney or adviser to any other party has imposed any limitation that protects the
10 confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation
11 is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of
12 any transaction, including any transaction contemplated by this Stipulation.

13 44. Preliminary Approval of Settlement. Plaintiffs shall move the Court to enter the
14 Preliminary Approval Order, thereby provisionally certifying the class for settlement purposes only
15 and setting a Final Approval Hearing date. Plaintiffs shall make a good-faith effort to file the motion
16 for preliminary approval within thirty (30) business days after the Parties execute the Stipulation and
17 schedule the motion for preliminary approval for hearing on a date mutually agreed upon by the
18 Parties. Plaintiffs' counsel will provide counsel for Defendant with a draft of the motion for
19 preliminary approval at least five days before it is filed with the Court for Defendant's review and
20 input. The Parties agree to work diligently and cooperatively to have this Settlement presented to the
21 Court for preliminary approval. The Preliminary Approval Order shall provide for, among other
22 things, the Notice Packet to be sent to Class Members as specified herein. The Parties agree that
23 provisional certification of the class is for settlement purposes only and is in no way an admission by
24 Defendant in the Action or in any other proceeding that class certification is proper.

25 45. Release of Claims.

26 a. Settlement Class Members' Released Claims. Upon entry of final judgment by
27 the Court, and in consideration for the Settlement Amount, Plaintiffs and all Class Members who have
28 not timely opted out of the settlement shall release Defendant and the Released Parties (defined above)

1 of all claims, demands, rights, liabilities, and/or causes of action of any nature and discretion
2 whatsoever, known or unknown, in law or in equity, whether or not concealed or hidden, that have
3 been asserted or that might have been asserted, arising during the period from and including October
4 6, 2018, to the earlier of 90 days from February 6, 2024, or entry of an Order granting preliminary
5 approval of this settlement, whichever occurs first, and which were alleged or could have been alleged
6 based upon the facts asserted in the Action for: unpaid wages (including premiums) or other
7 compensation allegedly owed, or for damages, losses, premiums, fines, liens, expenses, debts,
8 penalties (including without limitation waiting time penalties under Labor Code section 203),
9 restitution, injunctive relief, interest, liquidated damages, attorneys' fees, or costs, or any other
10 recovery based on or arising out of the claims and allegations alleged in the Action pursuant to
11 California Code of Civil Procedure section 382 or Federal Rule of Civil Procedure, Rule 23, including
12 under the California Labor Code and corresponding provisions of Wage Orders, including but not
13 limited to claims for: (1) Failure to Pay Minimum Wages in violation of Labor Code sections 200,
14 204, 1194, and 1197; (2) Failure to Pay Proper Reporting Time Pay in violation of Wage Order 9; (3)
15 Failure to Provide Accurate Wage Statements in violation of California Labor Code section 226; (4)
16 Failure to Pay All Wages Due Upon Termination in violation of Labor Code sections 201-203; (5)
17 Failure to Pay Wages Including Overtime and Minimum Wages in violation of Labor Code sections
18 510, 1194, and 1198; (6) Failure to Provide Meal and Rest Periods in violation of California Labor
19 Code sections 226.7 and 512; (7) Violation of the Unfair Competition Law in violation of Business
20 & Professions Code sections 17200 et seq.; and (8) any and all corresponding claims that could have
21 been brought under California or federal law relating to the claims and/or facts alleged in the complaint
22 including under the Fair Labor Standards Act (FLSA) that might have occurred during the Class Period
23 based on facts and claims alleged in the complaint, including claims for failure to pay wages (including
24 overtime, double time, or premium wages) due to time worked but not recorded, the payment of wages
25 pursuant to an alleged unlawful piece rate plan, regular rate violations to include premium pay of night
26 shift premiums, other premiums, any bonus payments during the class period, alleged failure to pay
27 statutory sick pay, and alleged failure to timely pay wages during employment. It is the intent of the
28 Parties that the judgment entered by the Court upon final approval of the Settlement shall have *res*

1 *judicata* effect and be final and binding upon Plaintiffs and all Class Members who have not expressly
2 opted out of the settlement.

3 b. Aggrieved Employees' Released Claims. In addition to the release set forth in
4 Paragraph 45.a above, upon the Effective Date, all the named Plaintiffs, the State of California and
5 Aggrieved Employees shall be deemed to have released the Released Parties of all claims, demands,
6 rights, liabilities, and/or causes of action of any nature and discretion whatsoever, known or unknown,
7 in law or in equity, whether or not concealed or hidden, that have been asserted in the complaint or
8 alleged in Plaintiffs' PAGA claim notice to the LWDA dated December 13, 2022, arising during the
9 period from and including December 13, 2021, to the earlier of 90 days from February 6, 2024, or
10 entry of an Order granting preliminary approval of this settlement, whichever occurs first, for claims
11 under the PAGA, Labor Code sections 2699 *et seq.*, regardless of whether they opt-out of the Class
12 Settlement. The scope of the release of the PAGA Claim will be determined by, and is inclusive of,
13 all violations stated in Plaintiffs' Notice to the LWDA and Action.

14 c. Plaintiffs' Released Claims.

15 i. Upon the Effective Date, Plaintiffs individually and on their own behalf
16 release the Released Parties from any and all charges, complaints, claims, causes of action, demands,
17 disputes, damages, business expenses, attorneys' fees, costs, losses and liabilities of any kind or nature
18 whatsoever, known or unknown, suspected or unsuspected, which Plaintiffs, at any time heretofore,
19 had or claimed to have or Plaintiffs may have, including but not limited to any and all claims arising
20 out of, relating to or resulting from their employment with and/or separation of employment with
21 Released Parties, including any claims arising under any federal, state or local law, statute, ordinance,
22 rule or regulation or Executive Order relating to employment, including, but in no way limited to, any
23 claim under Title VII of the Civil Rights Act of 1964, as amended ("Title VII"), 42 U.S.C. section
24 1981; the Americans with Disabilities Act ("ADA"); the Family and Medical Leave Act ("FMLA");
25 the Employee Retirement Income Security Act ("ERISA"); the California Family Rights Act
26 ("CFRA"); the California Fair Employment and Housing Act ("FEHA"); all claims for wages or
27 penalties under the California Labor Code; Business Professions Code sections 17200 *et seq.*; all laws
28 relating to violation of public policy, retaliation, or interference with legal rights; any and all other

1 employment or discrimination laws; whistleblower claims; any tort, fraud or constitutional claims; and
2 any breach of contract claims or claims of promissory estoppel. It is agreed that this is a general
3 release and is to be broadly construed as a release of all claims; provided that, notwithstanding the
4 foregoing, this paragraph expressly does not include a release of any claims that cannot be released
5 hereunder by law, including any claim for indemnification pursuant to California Labor Code section
6 2802. Plaintiffs hereby warrant that they are not aware of any business expenses incurred by them
7 during their employment with Defendant. If a claim is not subject to release, to the extent permitted
8 by law, Plaintiffs waive any right or ability to be a class or collective action representative or to
9 otherwise participate in any putative or certified class, collective or multi-party action or proceeding
10 based on such a claim in which any Releasee is a party. However, the Equal Employment Opportunity
11 Commission (“EEOC”) or other governmental agency cannot be barred from pursuing a claim on
12 Plaintiffs’ behalf. Plaintiffs may participate in any agency investigation; or to make other disclosures
13 that are protected under whistleblower provisions of state or federal law or regulation. Plaintiffs
14 understand and agree however, to be waiving any right to recover any money in connection with such
15 a charge or investigation or disclosure. Plaintiffs are also waiving the right to recover any money in
16 connection with a charge filed by any other individual or by the EEOC or any other federal or state
17 agency, except that any right Plaintiffs may have to receive a payment from a government agency (and
18 not Defendant) for information provided to the government agency or otherwise where prohibited.
19 Plaintiffs understand and expressly agree that this Agreement extends to claims that they have against
20 Defendant, of whatever nature and kind, known or unknown, suspected or unsuspected, vested or
21 contingent, past, present, or future, arising from or attributable to an incident or event, occurring in
22 whole or in part, on or before the Effective Date of this Agreement. Any and all rights granted under
23 any state or federal law or regulation limiting the effect of this Agreement, including the provisions of
24 section 1542 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542
25 reads as follows:

26 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
27 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**
28 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**

1 **RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**
2 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**
3 **DEBTOR OR RELEASED PARTY.**

4 46. Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute
5 that has arisen between them and to avoid the burden, expense and risk of continued litigation. In
6 entering into this Settlement, Defendant and the Released Parties do not admit, and specifically deny,
7 that Defendant or any Released Parties violated any federal, state, or local law; violated any regulations
8 or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal
9 requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation
10 or deception; or engaged in any other unlawful conduct with respect to their employees. Neither this
11 Settlement Stipulation, nor any of its terms or provisions, nor any of the negotiations connected with
12 it, shall be construed as an admission or concession by Defendant (or any Released Parties) of any
13 such violations or failures to comply with any applicable law, or that class certification is proper under
14 the standard applied to contested certification motions. The Parties stipulate and agree to the
15 certification of the proposed class for settlement purposes only. The Parties further agree that this
16 Stipulation shall not be admissible in this or any other proceeding as evidence that either (i) a class
17 action should be certified or (ii) Defendant is liable to Plaintiffs or any Class Member, other than to
18 enforce the terms of this Stipulation.

19 47. Settlement Administration.

20 a. Within thirty (30) days of entry of the Preliminary Approval Order, Defendant
21 shall provide the Settlement Administrator with the Class Information for purposes of mailing the
22 Notice Packets to Class Members.

23 i. Notice by First Class U.S. Mail. Upon receipt of the Class Information,
24 the Settlement Administrator shall perform a search based on the National Change of Address
25 Database maintained by the United States Postal Service to update and correct any known or
26 identifiable address changes. Within twenty one (21) days after receiving the Class Information from
27 Defendant as provided herein, the Settlement Administrator shall mail copies of the Notice Packet to
28 all Class Members via regular First Class U.S. Mail. The Settlement Administrator shall exercise its

1 best judgment to determine the current mailing address for each Class Member. The address identified
2 by the Settlement Administrator as the current mailing address shall be presumed to be the most current
3 mailing address for each Class Member. The Parties agree that this procedure for notice provides the
4 best notice practicable to Class Members and fully complies with due process.

5 ii. Undeliverable Notice Packets. Any Notice Packet returned to the
6 Settlement Administrator as non-deliverable on or before the Response Deadline shall be re-mailed to
7 the forwarding address affixed thereto. If no forwarding address is provided, the Settlement
8 Administrator shall promptly attempt to determine a correct address by the use of skip-tracing, or other
9 type of automated search, using the name, address and/or Social Security number of the Class Member
10 involved, and shall then perform a re-mailing to the Class Member whose Notice Packet was returned
11 as non-deliverable, assuming another mailing address is identified by the Settlement Administrator.
12 If a Notice Packet is re-mailed to a Class Member less than ten (10) calendar days prior to the Response
13 Deadline, the Class Member shall have their Response Deadline extended by ten (10) calendar days
14 from the date the Settlement Administrator re-mails the Notice Packet. If these procedures are
15 followed, notice to Class Members shall be deemed to have been fully satisfied, and if the intended
16 recipient of the Notice Packet does not receive the Notice Packet, the intended recipient shall
17 nevertheless remain a Class Member and shall be bound by all terms of the Settlement and the
18 Judgment.

19 iii. Determination of Individual Settlement Payments. The Settlement
20 Administrator shall determine the eligibility for, and the amount of, each Individual Settlement
21 Payment under the terms of this Stipulation. The Settlement Administrator's determination of the
22 eligibility for and amount of each Individual Settlement Payment shall be binding upon the Class
23 Member and the Parties, yet subject to review by Class Counsel, Defense Counsel, and the Court. In
24 the absence of fraud or gross negligence, Defendant's records shall be presumed accurate.

25 iv. Duty to Protect Class Information. The Settlement Administrator shall
26 represent and warrant that it shall: (i) provide reasonable and appropriate administrative, physical and
27 technical safeguards for the Class Information that it receives from Defendant; (ii) not disclose the
28 Class Information to Class Counsel, Plaintiffs, any party or third parties, including agents or

1 subcontractors, without Defendant's consent and keep the Class Information confidential; (iii) not
2 disclose or otherwise use the Class Information other than to carry out its duties as set forth herein;
3 and (iv) promptly provide Defendant with notice if it becomes aware that the Class Information
4 becomes subject to unauthorized access, use, or disclosure. Upon request by Defendant, the
5 Settlement Administrator shall provide all requested information, including but not limited to tax
6 reporting information, W-2 forms, or 1099 forms, to Defendant. Further upon request by Defendant
7 after the full administration of the Settlement Administrator's duties, the Settlement Administrator
8 will destroy all personal or contact information with respect to members of the class.

9 v. Disputed Compensable Workweek and/or Pay Period Information.

10 Class Members shall have an opportunity to dispute the information upon which their Individual
11 Settlement Payment will be calculated, which will be included in their Notice Packets. To the extent
12 Class Members dispute their employment dates, the number of weeks worked during the Class Period
13 or the number of PAGA Pay Periods, Class Members may produce evidence to the Settlement
14 Administrator showing that such information is inaccurate. The deadline to submit such a dispute is
15 the Response Deadline. The dispute must: (i) set forth the full name, address, telephone number and
16 last four digits of the social security number of the Class Member submitting the dispute; (ii) be signed
17 by the Class Member; (iii) clearly state the reason(s) that the Class Member disputes the information
18 provided contained in the Notice Packet; and (iv) be postmarked on or before the Response Deadline
19 and returned to the Settlement Administrator at the specified address. The Settlement Administrator
20 shall decide the dispute after providing Defendant an opportunity to respond. Defendant's records
21 shall be presumed correct, but the Settlement Administrator shall evaluate the evidence submitted by
22 the Class Member and shall make the final decision as to the merits of the dispute. All disputes shall
23 be decided within ten (10) business days of the Response Deadline.

24 vi. Disputes Regarding Administration of Settlement. Any dispute not
25 resolved by the Settlement Administrator concerning the administration of the Settlement shall be
26 resolved by the Court.

27 b. Exclusions. The Class Notice shall explain that Class Members who wish to
28 exclude themselves from the class and Settlement must submit a Request for Exclusion to the

1 Settlement Administrator by the Response Deadline. The Request for Exclusion must: (1) contain the
2 full name, address, and telephone number and last four digits of the social security number of the Class
3 Member requesting exclusion; (2) be signed by the Class Member; and (3) be postmarked on or before
4 the Response Deadline and returned to the Settlement Administrator at the specified address. Subject
5 to review by Class Counsel, Defense Counsel, and the Court, the date of the postmark on the return
6 mailing envelope on the Request for Exclusion shall be the exclusive means used by the Settlement
7 Administrator to determine whether a Class Member has timely requested exclusion from the class
8 and Settlement. Aggrieved Employees cannot exclude themselves or opt out of the release of claims
9 set forth in Paragraph 45.b. Except as otherwise provided regarding Aggrieved Employees in this
10 Stipulation, any Class Member who timely and properly requests to be excluded from the class and
11 Settlement shall not be entitled to any benefits under the Settlement and shall not be bound by the
12 terms of the Settlement nor shall the Class Member have any right to object to the Settlement or appeal
13 from the entry of the Judgment. Class Members who do not submit a valid and timely Request for
14 Exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and the
15 Judgment entered in this Action if the Settlement is finally approved by the Court. No later than
16 ten (10) calendar days after the Response Deadline, the Settlement Administrator shall provide counsel
17 for the Parties a complete list of all Class Members who submitted a timely and valid Request for
18 Exclusion. The Settlement Administrator shall contact (once, by phone and mail) all Class Members
19 whose Requests for Exclusion are timely postmarked but do not meet requirements of (1) and (2)
20 above, to request additional information. If the Settlement Administrator does not receive the required
21 information within ten (10) calendar days of mailing a request for additional information, the Class
22 Member will be bound by the terms of the Settlement. Class Members who request exclusion from the
23 Settlement are not allowed to object to it.

24 c. Objections. The Class Notice shall state that Class Members who wish to object
25 to the Settlement must submit to the Settlement Administrator a Notice of Objection by the Response
26 Deadline or appear at the Final Approval Hearing to explain their objection(s). A Notice of Objection
27 must (1) state the full name of the Class Member; (2) be signed by the Class Member; (3) state the
28 grounds for the objection; and (4) be postmarked by the Response Deadline and returned to the

1 Settlement Administrator at the specified address. Subject to review by Class Counsel, Defense
2 Counsel, and the Court, the date of the postmark on the return mailing envelope on the Notice of
3 Objection shall be the exclusive means used by the Settlement Administrator to determine whether a
4 Class Member timely objected to the Settlement. Class Members who do not submit a Notice of
5 Objection or appear at the Final Approval Hearing to explain their objection(s) shall be deemed to
6 have waived any objections and shall be foreclosed from making any objections (whether by appeal
7 or otherwise) to the Settlement. At no time shall any of the Parties, Class Counsel, or Defense Counsel
8 seek to solicit or otherwise encourage or discourage Class Members from objecting to the Settlement
9 or filing an appeal from the Judgment. Only Class Members who have not requested exclusion from
10 the Settlement can object to it.

11 d. Disputes Regarding the Number of Compensable Workweeks or Pay Periods.

12 If a Class Member disagrees with the number of Compensable Workweeks or PAGA Pay Periods
13 stated on his or her Information Sheet, the Class Member must send a letter to the Settlement
14 Administrator by the Response Deadline stating the reasons why he or she disputes the number of
15 Compensable Workweeks and provide any supporting documentation. The Settlement Administrator
16 will evaluate the evidence submitted by the Class Member and Defendant and decide as to the number
17 of Compensable Workweeks that should be applied and/or the Individual Settlement Payment to which
18 the Class Member is entitled in accordance with Paragraph 47(a)(v) above.

19 e. Settlement Administrator Reports Regarding Class Member Participation. The

20 Settlement Administrator shall provide Defendant's counsel and Class Counsel a weekly report that
21 certifies the number of Class Members who have submitted valid Requests for Exclusion, objections
22 to the Settlement, and whether any Class Member has submitted a challenge to any information
23 contained in their Notices. The Settlement Administrator shall provide to counsel for both Parties any
24 updated reports regarding the administration of the Settlement as needed or requested. Not later than
25 fourteen (14) calendar days after the final Response Deadline, the Settlement Administrator will
26 provide Class Counsel and Defense Counsel with a complete and accurate list of all Participating Class
27 Members, all Non-Participating Class Members, and all Class Members who objected to the
28 Settlement Agreement.

1 f. Monitoring and Reviewing Settlement Administration. The Parties and their
2 counsel have the right to monitor and review the administration of the Settlement to verify that the
3 monies allocated under the Settlement are distributed in the correct amount, as provided for in this
4 Stipulation.

5 g. Best Efforts. The Parties agree to use their best efforts to carry out the terms of
6 this Settlement.

7 48. Funding and Allocation of Gross Settlement Amount. Defendant shall fund the
8 Settlement within sixty-five (65) days of entry of judgment if no appeal is filed. If an appeal is filed,
9 the Settlement shall be funded fifteen (15) days after either (1) the appeal is dismissed, or (2) the
10 judgment is affirmed on appeal and is otherwise final and no longer subject to appeal. Defendant shall
11 provide to the Settlement Administrator in any feasible manner, including, but not limited to, by way
12 of a wire transfer, the Gross Settlement Amount. The Settlement Administrator shall deposit the Gross
13 Settlement Amount into a Qualified Settlement Fund, from which the Settlement Administrator will
14 have the authority to distribute money in accordance with the terms of this Stipulation. If this
15 Settlement is not finally approved by the Court in full, or is terminated, rescinded, canceled, or fails
16 to become effective for any reason, or if the Effective Date does not occur, then no portion of the
17 Gross Settlement Amount will be paid, and the parties will equally split any expenses reasonably
18 incurred by the Settlement Administrator.

19 a. Individual Settlement Payments. Class Members shall not be required to submit
20 a claim in order to receive a share of the Net Settlement Amount, and no portion of the Gross
21 Settlement Amount shall revert to Defendant or result in an unpaid residue. Individual Settlement
22 Payments shall be paid by the Settlement Administrator from the Net Settlement Amount and PAGA
23 Payment pursuant to the formula set forth herein. Individual Settlement Payments shall be mailed by
24 the Settlement Administrator by regular First Class U.S. Mail to each Settlement Class Member's last
25 known mailing address within ten (10) business days after Defendant provides the Settlement
26 Administrator with the Gross Settlement Amount. Prior to mailing the Individual Settlement
27 Payments, the Settlement Administrator shall perform a search based on the National Change of
28 Address Database maintained by the United States Postal Service to update and correct any known or

1 identifiable address changes.

2 i. Each Settlement Class Member's Individual Settlement Payment shall
3 be calculated solely by the Settlement Administrator according to the following formula: Defendant
4 shall provide the Settlement Administrator with the Compensable Workweeks for each Settlement
5 Class Member. The Settlement Administrator shall then divide the Net Settlement Amount by the total
6 number of Compensable Workweeks for all Settlement Class Members resulting in a value for each
7 week worked by the Settlement Class Members during the Class Period ("Workweek Value"). The
8 Settlement Administrator shall then multiply the number of Compensable Workweeks for each
9 Settlement Class Member by the Workweek Value. In addition, all Aggrieved Employees shall receive
10 a pro rata share of the portion of the PAGA Payment allocated to Aggrieved Employees based on their
11 PAGA Pay Periods during the PAGA Period regardless of whether they opt-out of the Settlement.
12 "PAGA Pay Periods" means the total number of pay periods during which an Aggrieved Employee
13 drove at least one route that originated and/or terminated in California during the PAGA Period. Only
14 the number of pay periods worked as drivers will be included. The total number of pay periods is based
15 on Defendant's payroll records during the PAGA Period. Leaves of absences, vacation, weeks of sick
16 pay, workers' compensation, holiday shut down, or periods of furlough, and similar times of
17 employment during which no work was performed are excluded. The Settlement Administrator shall
18 tabulate the aggregate number of PAGA Pay Periods and divide the remaining 25% of the PAGA
19 Penalties, *i.e.*, \$25,000, by the aggregate number of PAGA Pay Periods to arrive at the Pay Period
20 Rate for each Aggrieved Employee.

21 ii. Class Members shall receive an Individual Settlement Payment
22 representing payment for all Compensable Workweeks worked during the Class Period, and for all
23 PAGA Pay Periods, if any, worked during the PAGA Period, at the rates calculated in the preceding
24 paragraphs. Individual Settlement Payments shall be made by check and shall be made payable to
25 each Settlement Class Member as set forth in this Stipulation.

26 iii. Individual Settlement Payments shall be allocated as follows: fifty
27 percent (50%) as wages subject to all applicable tax withholdings and fifty percent (50%) as non-wage
28 penalties and interest not subject to payroll tax withholdings. The Settlement Administrator shall issue

1 an IRS Form W-2 to each Settlement Class Member for the portion of each Individual Settlement
2 Payment allocated as wages and subject to all applicable tax withholdings. The Settlement
3 Administrator shall issue an IRS Form 1099 to each Settlement Class Member and Aggrieved
4 Employee for the portion of each Individual Settlement Payment allocated as non-wage penalties and
5 interest not subject to payroll tax withholdings. The Settlement Administrator shall calculate the
6 amount of the Employer's Share of Payroll Taxes and shall remit and report the applicable portions of
7 the payroll tax payment to the appropriate taxing authorities in a timely manner.

8 iv. Individual Settlement Payment checks shall remain negotiable for one
9 hundred eighty (180) calendar days from the date of mailing. If an Individual Settlement Payment
10 check remains uncashed after one hundred eighty (180) calendar days from issuance, the Settlement
11 Administrator shall distribute the value of the uncashed check to the California State Controller's
12 Office Unclaimed Property Fund in the name of the Settlement Class Member and/or Aggrieved
13 Employee. In such event, such Settlement Class Members and/or Aggrieved Employees shall
14 nevertheless remain bound by the Settlement.

15 v. All monies received by Settlement Class Members under the Settlement
16 which are attributable to wages shall constitute income to such Settlement Class Members solely in
17 the year in which such monies actually are received by the Settlement Class Members. It is expressly
18 understood and agreed that the receipt of Individual Settlement Payments shall not entitle any
19 Settlement Class Member to additional compensation or benefits under any collective bargaining
20 agreement or under any bonus, contest or other compensation or benefit plan or agreement in place
21 during the period covered by the Settlement, nor shall it entitle any Settlement Class Member to any
22 increased pension and/or retirement, or other deferred compensation benefits. It is the intent of the
23 Parties that Individual Settlement Payments provided for in this Stipulation are the sole payments to
24 be made by Defendant to Settlement Class Members in connection with this Settlement, with the
25 exception of Plaintiffs, and that the Settlement Class Members are not entitled to any new or additional
26 compensation or benefits as a result of having received the Individual Settlement Payments.
27 Furthermore, the receipt of Individual Settlement Payments by Settlement Class Members shall not,
28 and does not, by itself establish any general, special, or joint employment relationship between and

1 among the Settlement Class Member(s) and Defendant.

2 b. Class Representative Service Awards. Subject to Court approval, Plaintiffs’
3 Class Representative Service Awards are not to exceed Ten Thousand Dollars (\$10,000.00) each, for
4 their time and effort in bringing and presenting the Action and for releasing their claims. Defendant
5 shall not oppose or object to Plaintiffs’ request for Class Representative Service Awards not to exceed
6 Ten Thousand Dollars (\$10,000.00) each to Plaintiffs. The Class Representative Service Awards shall
7 be paid to Plaintiffs from the Gross Settlement Amount no later than ten (10) business days after
8 Defendant provides the Settlement Administrator with the Gross Settlement Amount. The Settlement
9 Administrator shall issue IRS Forms 1099 to Plaintiffs for their Class Representative Service Awards.
10 Plaintiffs shall be solely and legally responsible to pay any and all applicable taxes on their Class
11 Representative Service Awards and shall hold harmless Defendant, Class Counsel, and Defense
12 Counsel from any claim or liability for taxes, penalties, or interest arising as a result of payment of the
13 Class Representative Service Awards. The Class Representative Service Awards shall be made in
14 addition to Plaintiffs’ Individual Settlement Payments. Any amount requested by Plaintiffs for the
15 Class Representative Service Awards and not awarded by the Court shall become part of the Net
16 Settlement Amount and shall be distributed to Settlement Class Members as part of their Individual
17 Settlement Payments.

18 c. Attorneys’ Fees and Expenses. Subject to Court approval, Class Counsel shall
19 be entitled to receive reasonable attorneys’ fees in an amount not to exceed one-third (1/3) of the Gross
20 Settlement Amount, which amounts to Nine Hundred Sixty-Six Thousand Six Hundred Sixty Six
21 Dollars and Sixty Seven Cents (\$966,666.67). In addition, subject to Court approval, Class Counsel
22 shall be entitled to an award of reasonable costs and expenses associated with Class Counsel’s
23 prosecution of the Action in an amount not to exceed Forty Thousand Dollars (\$40,000.00). Class
24 Counsel shall provide the Settlement Administrator with a properly completed and signed IRS Form
25 W-9 in order for the Settlement Administrator to process the Attorneys’ Fees and Expenses approved
26 by the Court. In the event the Court awards Class Counsel less than the amount requested, the
27 difference shall become part of the Net Settlement Amount and shall be distributed to Settlement Class
28 Members as part of their Individual Settlement Payments. Class Counsel shall be paid any Court-

1 awarded attorneys' fees and expenses no later than ten (10) business days after Defendant provides
2 the Settlement Administrator with the Gross Settlement Amount. Class Counsel shall be solely and
3 legally responsible to pay all applicable taxes on the Attorneys' Fees and Expenses. The Settlement
4 Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and Expenses.
5 This Settlement is not conditioned upon the Court awarding Class Counsel any particular amount of
6 attorneys' fees or costs.

7 d. PAGA Payment. One Hundred Thousand Dollars (\$100,000.00) from the
8 Gross Settlement Amount shall be allocated as penalties under PAGA, of which seventy-five percent
9 (75%), or Seventy-Five Thousand Dollars (\$75,000.00), shall be paid by the Settlement Administrator
10 directly to the LWDA no later than ten (10) business days after Defendant provides the Settlement
11 Administrator with the Gross Settlement Amount. The remaining twenty-five percent (25%), or
12 Twenty-Five Thousand Dollars (\$25,000.00) shall be distributed to Aggrieved Employees as part of
13 their Individual Settlement Payments.

14 e. Settlement Administration Costs. The Settlement Administration fees and
15 expenses, which are estimated not to exceed Twenty Thousand Dollars (\$20,000), shall be paid from
16 the Gross Settlement Amount. Prior to Plaintiffs filing a motion for final approval of the Settlement,
17 the Settlement Administrator shall provide the Parties with a statement detailing the Settlement
18 Administration Costs to date. The Parties agree to cooperate in the Settlement Administration process
19 and to make all reasonable efforts to control and minimize Settlement Administration Costs.

20 i. The Parties each represent they do not have any financial interest in the
21 Settlement Administrator or otherwise have a relationship with the Settlement Administrator that
22 could create a conflict of interest.

23 ii. The Settlement Administrator shall keep the Parties timely apprised of
24 the performance of all Settlement Administrator responsibilities required by the Settlement. The
25 Settlement Administrator shall be authorized to establish a Qualified Settlement Fund pursuant to IRS
26 rules and regulations in which the Gross Settlement Amount shall be placed and from which payments
27 required by the Settlement shall be made.

28 49. Final Settlement Approval Hearing and Entry of Judgment. Following expiration of

1 the Response Deadline, a Final Approval Hearing shall be conducted to determine whether to grant
2 final approval of the Settlement, including determining the amounts properly payable for: (i) the
3 Attorneys' Fees and Expenses; (ii) the Class Representative Service Awards; and (iii) the PAGA
4 Payment. Prior to the Final Approval Hearing, the Settlement Administrator shall provide a written
5 report or declaration to the Parties describing the process and results of the administration of the
6 Settlement to date, which report or declaration shall be filed by Plaintiffs with the Court prior to the
7 Final Approval Hearing. If the Court grants final approval of the Settlement, the Settlement
8 Administrator shall post notice of final judgment on its website within seven (7) calendar days of entry
9 of the Judgment.

10 50. Right of Defendant to Reject Settlement. If five percent (5%) or more of the Class
11 Members submit valid Requests for Exclusion, Defendant will have the right, but not the obligation,
12 to void the Settlement and the Parties will have no further obligations under the Settlement, including
13 any obligation by Defendant to pay the Gross Settlement Amount, or any amounts that otherwise
14 would have been owed under this Stipulation, other than the amount of expenses reasonably incurred
15 by the Settlement Administrator. Defendant will meet and confer with Class Counsel before
16 exercising this right. Defendant will notify Class Counsel and the Court whether it is exercising this
17 right to void not later than ten (10) business days after the Settlement Administrator notifies the Parties
18 of the number of valid Requests for Exclusion it has received.

19 51. Nullification of Settlement. In the event: (i) the Court does not enter the Preliminary
20 Approval Order; (ii) the Court does not grant final approval the Settlement; (iii) the Court does not
21 enter the Judgment; or (iv) the Settlement does not become final for any other reason, this Stipulation
22 shall be rendered null and void, any order or judgment entered by the Court in furtherance of this
23 Settlement shall be treated as void from the beginning and this Stipulation and any documents related
24 to it shall not be used by any Class Member or Class Counsel to support any claim or request for class
25 certification in the Action, and shall not be used in any other civil, criminal, or administrative action
26 against Defendant or any of the other Released Parties. In the event an appeal is filed from the order
27 granting final approval or Judgment, or any other appellate review is sought, administration of the
28 Settlement shall be stayed pending final resolution of the appeal or other appellate review.

1 52. Exhibits and Headings. The terms of this Stipulation include the terms set forth in any
2 attached Exhibits, which are incorporated by this reference as though fully set forth herein. The
3 Exhibits to this Stipulation are an integral part of the Settlement. The descriptive headings of any
4 paragraphs or sections of this Stipulation are inserted for convenience of reference only.

5 53. Interim Stay of Action. The Parties agree to stay and to request that the Court stay all
6 proceedings in the Action, except such proceedings necessary to implement and complete the
7 Settlement and enter the Judgment.

8 54. Confidentiality and Non-Disparagement. Following the Court's order granting the
9 Parties' Motion for Preliminary Approval, Plaintiffs and Class Counsel agree to make no comments
10 to the media or otherwise publicize the terms of the settlement on any social media or websites
11 (excluding the website set up by the Settlement Administrator). This shall not restrict Class Counsel
12 from responding to inquiries posed by Class Members.

13 55. Confidentiality of Produced Information and Documents. Plaintiffs and Class Counsel
14 agree to maintain the confidentiality of any documents produced, formally or informally, during the
15 course of the Action. Plaintiffs and Class Counsel agree to return to Defendant's counsel or destroy,
16 at Defendant's option, any information designated as confidential during the course of the Action,
17 including but not limited to any information and/or documents provided to Class Counsel for purposes
18 of settlement discussions. Class Counsel will provide certificate of destruction of records destroyed.

19 56. Inquiries to Defendant. Defendant shall direct all inquiries by the Class to the
20 administrator who shall provide general information about the lawsuit, including responding to any
21 such questions about the lawsuit, by providing neutral information about the agreement consistent
22 with the Agreement.

23 57. No Credit Toward Benefit Plans. Unless otherwise required by any applicable benefit
24 plan, the Individual Settlement Payments made to Settlement Class Members, as well as any other
25 payments made pursuant to this Settlement, shall not be construed as compensation for nor utilized to
26 calculate any additional benefits under any benefit plans to which any Class Members may otherwise
27 be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, pension stock
28 purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Unless

otherwise required by any applicable benefit plan, this Settlement shall not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

58. Amendment or Modification. This Stipulation may be amended or modified only by a written instrument signed by all Parties, their counsel, or their successors-in-interest.

59. Entire Agreement. This Stipulation and any attached Exhibits constitute the entire agreement between the Parties, and no oral or written representations, warranties, or inducements have been made to Plaintiffs or Defendant concerning this Stipulation or its Exhibits, other than the representations, warranties, and covenants contained and memorialized in this Stipulation and its Exhibits. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

60. Authorization to Enter into Settlement Agreement. Class Counsel and Defense Counsel warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Stipulation and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Stipulation to effectuate its terms, and to execute any other documents required to effectuate the terms of this Stipulation. The Parties, Class Counsel, and Defense Counsel shall cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement. The persons signing this Stipulation on behalf of Defendant represent and warrant that they are authorized to sign this Stipulation on behalf of Defendant. Plaintiffs represent and warrant that they are authorized to sign this Stipulation and that they have not assigned any claim, or part of a claim, covered by this Settlement to a third-party. The Parties have cooperated in the drafting and preparation of this Stipulation. Hence, in any construction made of this Stipulation, the same shall not be construed against any of the Parties.

61. Binding on Successors and Assigns. This Stipulation shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties.

62. California Law Governs. All terms of this Stipulation and the Exhibits hereto shall be

1 governed by and interpreted according to the laws of the State of California, without giving effect to
2 any law that would cause the laws of any jurisdiction other than the State of California to be applied.

3 63. Counterparts. This Stipulation may be executed in one or more counterparts by
4 facsimile, electronic signature, or email which for purposes of this Stipulation shall be accepted as an
5 original. All executed counterparts and each of them shall be deemed to be one and the same
6 instrument. Any executed counterpart will be admissible in evidence to prove the existence and
7 contents of this Stipulation.

8 64. Jurisdiction of the Court. Following entry of the Judgment, the Court shall retain
9 jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this
10 Stipulation and all orders and judgments entered in connection therewith, and the Parties, Class
11 Counsel, and Defense Counsel submit to the jurisdiction of the Court for purposes of interpreting,
12 implementing, and enforcing the Settlement embodied in this Stipulation and all orders and judgments
13 entered in connection therewith.

14 65. Invalidity of Any Provision. Before declaring any term or provision of this Stipulation
15 invalid, the Parties request that the Court first attempt to construe the terms or provisions valid to the
16 fullest extent possible consistent with applicable precedents so as to define all provisions of this
17 Stipulation as valid and enforceable.

18 66. Binding Nature of Notice of Class Action Settlement. It is agreed that because the
19 Class Members are so numerous, it is impossible or impractical to have each Class Member execute
20 the Stipulation. The Class Notice shall advise all Class Members of the binding nature of the
21 Settlement, and the release of Released Claims, and shall have the same force and effect as if this
22 Stipulation were executed by each Settlement Class Member.

23
24 [Signatures on following page]
25
26
27
28

SIGNATURES

I have read this Agreement and agree to its terms.

Plaintiff Leon Blanche

Date: 4/18/2024

DocuSigned by:

Leon Blanche Jr

3D9001E17BEE4AA...

Leon Blanche

Plaintiff Juan Bazabal

Date: 04/17/2024

DocuSigned by:

Juan Bazabal

21B7C861BACF44A...

Juan Bazabal

Plaintiff Keinard Simpson

Date: 04/17/2024

DocuSigned by:

Keinard Simpson

796CFB33FC9F405...

Keinard Simpson

Defendant Greyhound Lines, Inc.

Date: 04/16/24

Tricia Martinez

Name: Tricia Martinez

Title: General Counsel & Secretary

1
2 **APPROVED AS TO FORM**

3
4 Dated: April 18, 2024

HEWGILL COBB & LOCKARD

5
6 

7 Justin Hewgill

8
9 Dated: April 18, 2024

BEN TRAVIS LAW, APC

10
11 /s/ Ben Travis

12 Ben Travis

13 Attorneys for Plaintiffs
14 JUAN BAZABAL, KEINARD SIMPSON, and
LEON BLANCHE

15 Dated: April 17, 2024

LITTLER MENDELSON, P.C.

16
17 

18 David Dow
Karimah J. Lamar

19 Attorneys for Defendant
20 GREYHOUND LINES, INC.

EXHIBIT 1

Leon Blanche vs. Greyhound Lines, Inc.
Superior Court of the State of California, County of San Diego
Case No. 37-2023-00009121-CU-OE-CTL

*A court authorized this Notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
However, your legal rights are affected whether you act or don't act.*

NOTICE OF CLASS ACTION SETTLEMENT

To: All individuals employed by Defendant as non-exempt Drivers and who drove routes that originated and/or terminated in California from October 6, 2018, to [REDACTED], 2024 (“Class Members”, or the “Class”).

IF YOU ARE A CLASS MEMBER, YOU ARE ELIGIBLE TO RECEIVE A PAYMENT FROM THE CLASS ACTION SETTLEMENT DESCRIBED IN THIS NOTICE, **WITHOUT THE NEED TO RETURN A CLAIM FORM**, PROVIDED THE ADMINISTRATOR HAS A CURRENT MAILING ADDRESS ON FILE FOR YOU.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	To receive your Settlement Payment check, you don't need to do anything. Your payment will be automatically mailed to you after the Court grants final approval to the Settlement.
CHANGE CONTACT AND ADDRESS INFORMATION	Update your personal information to ensure your Settlement Payment check is mailed to the correct address. You may contact the Administrator at the address shown in Paragraph 17 of this Notice or call [REDACTED].
EXCLUDE YOURSELF	You may exclude yourself (“opt out”) of the Settlement if you do not wish to participate in the Settlement. If you exclude yourself, you will not receive any payment under the Settlement, unless you are also eligible for a PAGA Payment. This is the only option which allows you to keep open the possibility of pursuing claims (in your own lawsuit) against Greyhound Lines, Inc. for the same wrongs alleged in this case. You cannot opt out from the PAGA component of the Settlement.
OBJECT	Write to the Court if you think the Settlement is not fair. You may also ask to speak in Court about why you think the Settlement is not fair. <u>NOTE:</u> If you ask to exclude yourself from the Settlement, you cannot also object.

- **YOUR RIGHTS AND OPTIONS – AND THE DEADLINES TO EXERCISE THEM – ARE EXPLAINED IN THIS NOTICE.**
- **GREYHOUND LINES, INC. WILL NOT RETALIATE IN ANY MANNER AGAINST ANY CLASS MEMBER RELATED TO THIS ACTION.**

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BASIC INFORMATION

1. **Why did I get this Notice?**

You received this Notice because Greyhound Lines, Inc.'s ("Greyhound") records identify you as a non-exempt Driver who drove routes that originated and/or terminated in California during the period of October 6, 2018, to [REDACTED], 2024. The purpose of this Notice is to explain the Action, the Settlement, your legal rights, what benefits are available, who is eligible to receive a Settlement Payment, and how to get a Settlement Payment.

The Court in charge of the case is the Superior Court of the State of California, County of San Diego; the case is known as *Leon Blanche v. Greyhound Lines, Inc.*, Case No. 37-2023-00009121-CU-OE-CTL.

2. **What is this Action about?**

A lawsuit was filed on March 3, 2023, and amended twice on March 23, 2023, and on April 8, 2024, by Plaintiffs Leon Blanche, Juan Bazabal, and Keinard Simpson in San Diego Superior Court. In this lawsuit, Plaintiffs claimed non-exempt drivers employed by Greyhound at any time during the period from October 6, 2018, through [REDACTED], 2024, were subject to violations of the California Labor Code. The Second Amended Complaint alleges the following claims: (1) Failure to Pay Minimum Wages in violation of Labor Code sections 200, 204, 1194, and 1197; (2) Failure to Pay Proper Reporting Time Pay in violation of Wage Order 9; (3) Failure to Provide Accurate Wage Statements in violation of California Labor Code section 226; (4) Failure to Pay All Wages Due Upon Termination in violation of Labor Code sections 201-203; (5) Violation of the Unfair Competition Law in violation of Business & Professions Code sections 17200 et seq.; and (6) claims under PAGA, Labor Code sections 2698-2699.5 ("Action"). Greyhound answered the Complaint on [REDACTED], 2024.

Greyhound has denied all allegations in the Action and contends it has complied with California law at all times. The Settlement is not an admission of any wrongdoing by Greyhound or an indication that any law was violated.

3. **Who are the Parties in this Action?**

Plaintiffs Leon Blanche, Juan Bazabal, and Keinard Simpson were or are employed by Greyhound as non-exempt Drivers.

Defendant Greyhound is a Delaware corporation in the business of providing safe and affordable bus transportation nationwide to its customers, including in California.

4. **Why is this a class action?**

In a class action, one or more people called Class Representatives (in this case, Leon Blanche, Juan Bazabal, and Keinard Simpson) sue on behalf of themselves and other people who they allege have similar claims. The group of people with allegedly similar claims is called a "class." Each person receiving this notice is a "Class Member" for purposes of this Settlement. If a Court certifies (or approves) a class, that one court resolves the issues for all Class Members except for those who exclude themselves from the Class and this Settlement. In this Action, there are an estimated [REDACTED] members of the Class that worked some time during the period from October 6, 2018, through [REDACTED], 2024, ("Class Period").

5. **Who are the attorneys for the Plaintiff and Class?**

HEWGILL COBB & LOCKARD, APC
JUSTIN HEWGILL, *contact@hcl-lawfirm.com*
1620 5th Avenue, Suite 325
San Diego, California 92101
Telephone: 619.432.2520

BEN TRAVIS LAW, APC
BEN TRAVIS, *ben@bentravislaw.com*
4660 La Jolla Village Drive, Suite 100
San Diego, California 92122-4604
Telephone: 619.353.7966

If you have questions regarding this Settlement, you should contact Counsel for Plaintiff and the Class or the Administrator. Do **NOT** contact the attorneys for Greyhound, its attorneys, supervisors, or managers.

6. **Why is there a Settlement?**

The Settlement is a compromise. The two sides disagree on how much money, if any, might have been awarded if the lawsuit went to trial. The Court did not find that Greyhound violated the law, nor did it decide in favor of Plaintiffs. Greyhound denies all allegations of wrongdoing. There was no trial. Instead, both sides agreed to a no-fault settlement of the Action (“Settlement”). That way, they avoid the cost and risks of a trial and Class Members will get compensation from the Settlement. Plaintiffs Leon Blanche, Juan Bazabal, and Keinard Simpson, the appointed Class Representatives, and their attorneys think the Settlement is best for all Class Members.

THE TERMS OF THE SETTLEMENT

7. **What is the Settlement Amount?**

The proposed Settlement provides for a maximum payment of \$2,900,000 to fully and finally resolve all claims in the Action (referred to as the “Gross Settlement Amount” or “GSA”). Out of this amount, Class Counsel will apply to the Court for: (1) attorneys’ fees of up to \$966,666.67 (1/3 of the GSA); (2) litigation costs estimated to be up to \$40,000; (3) Class Representative service payments of \$10,000 each to Plaintiffs Leon Blanche, Juan Bazabal, and Keinard Simpson for their work and effort in prosecuting the Action, for undertaking the risks of payment of costs in the event of an unsuccessful outcome, and a general release of all claims; (4) Administration expenses estimated to be up to \$20,000 to CPT Group, Inc., the Settlement Administrator, and (5) a sum of \$100,000 designated for settlement of Plaintiff’s California Labor Code Private Attorneys General Act of 2004 (“PAGA”) claim, \$75,000 of which will be paid to the California Labor Workforce and Development Agency (75% of \$100,000 PAGA Penalty, with the remaining 25% - \$25,000 – distributed to PAGA Members) to cover the government’s share of all applicable civil penalties implicated or raised by the allegations of the Action. The exact amount of the attorneys’ fees and litigation costs, Class Representative service payments, and Administration expenses will be determined by the Court at a Final Approval hearing. The remaining portion of the Settlement, the Net Settlement Amount, is estimated to be \$[REDACTED]. The Net Settlement Amount will be apportioned and paid entirely to all Class Members who do not request to be excluded from (or “opt out” of) the Settlement. **A claim form is not required.** Any portion of the Net Settlement Amount that would otherwise be paid to Class Members who opt out of the Settlement will be redistributed and paid to the Class Members who participate in the Settlement. In other words, the entire amount of the Net Settlement Amount will be paid to Class Members who do not opt out of the Settlement.

8. How will the Settlement Payments be calculated?

Class Members who worked at any time during the period from December 13, 2021, through [REDACTED], 2024, the “PAGA Period”, will receive a proportionate share of the \$25,000 PAGA Member portion of the PAGA Penalties based on the number of PAGA Pay Periods during the PAGA Period in relation to the aggregate number of PAGA Pay Periods worked by all PAGA Members during the PAGA Period. PAGA Pay Periods are those pay periods in which you drove a route that originated or terminated in California.

Class Members who worked at any time during the period from October 6, 2018, through [REDACTED], 2024, the “Class Period,” will also receive a proportionate share of \$ [REDACTED] (the remaining portion of the Net Settlement Amount) based on the number of Work Weeks worked at any time during the Class Period in relation to the aggregate number of Work Weeks worked by all Class Members during the Class Period. Work Weeks are those weeks in which you drove a route that originated or terminated in California.

9. How much will my Settlement Payment be?

The estimated amount of your Individual Settlement Payment is shown on the Employment Information Sheet, Page 10 of this Notice. It is based on your own number of PAGA Pay Periods during the PAGA Period and number of Work Weeks worked during the Class Period. The amount shown is an estimate. The actual amount you receive may be more or less than the estimated amount shown, depending on a number of factors including whether other Class Members request exclusion from the Settlement and how much the Court approves in attorneys’ fees, litigation expenses, and other costs of suit.

HOW TO GET A PAYMENT

10. How can I get my Settlement Payment?

If you do nothing, once the Court approves the Settlement at a Final Approval hearing, your Individual Settlement Payment will be mailed to you automatically. You must, however, notify the Settlement Administrator of any change in your name and/or mailing address if the name and/or address to which this Notice was mailed is not correct. **It is your responsibility to keep the Administrator informed of any change in your mailing address. Your Individual Settlement Payment will be mailed to the last known address it has on file for you.** You may call the Administrator at 1-888-250-6810.

11. What do I do if I think my information and/or number of eligible Work Weeks are wrong?

As a Class Member, your Individual Settlement Payment will be based on the number of PAGA Pay Periods you worked during the PAGA Period and the number of Work Weeks you worked during the Class Period. The number of your PAGA Pay Periods and your Work Weeks is shown on the Employment Information Sheet and obtained from Greyhound’s records. If you believe the information included in the Employment Information Sheet is not right, you may send a letter to the Administrator indicating what you believe to be the correct information. Your letter must be postmarked on or before [REDACTED], 2024 [45 days after the initial mailing]. You should include any documents or other information supporting your belief that the information provided in the Employment Information Sheet is not correct. The Administrator will resolve any dispute regarding the number of eligible weeks you worked based on Greyhound’s records and any information you provide. The employment data supplied by Greyhound will be presumed correct unless you supply company records from Greyhound showing contrary information.

12. When can I expect to receive my Settlement Payment?

If you do not request to be excluded from the Settlement, your Individual Settlement Payment check will be mailed to you approximately 90 days after the Court grants final approval of the Settlement, if there are no objections filed and no appeals are filed or pending. ***Your Individual Settlement Payment check will be mailed to the address on file for you, which is the address to which this Notice was mailed.*** Again, if this address is not right, or if you move after you receive this Notice, you must inform the Administrator of the correct mailing address. You may call the Administrator at **1-888-XXX-XXXX**.

Class Members receiving an Individual Settlement Payment will be responsible for correctly characterizing this compensation for tax purposes and paying taxes due, if any. If checks remain uncashed after 180 days of issuance, the Administrator will place a stop payment on all such checks and forward the sum represented by these uncashed checks to the California's State Controller, Unclaimed Property Division for further handling on behalf of the Class Member.

13. What am I giving up to get a payment?

Unless you exclude yourself, you are staying in the Class, which means that you can't sue, continue to sue, or be part of any other Action against Greyhound concerning the legal issues in this Action. Specifically, you will be giving up or fully releasing and forever discharging Greyhound, its insurers, parents, subsidiaries, affiliated companies, charitable organizations, partners, trustees, directors, officers, agents, attorneys, servants, and employees, past and present ("Released Parties") from:

Any and all claims, demands, rights, liabilities, and/or causes of action of any nature and discretion whatsoever, known or unknown, in law or in equity, whether or not concealed or hidden, that have been asserted or that might have been asserted, arising during the period from and including October 6, 2018, to the earlier of 90 days from February 6, 2024, or entry of an Order granting preliminary approval of this settlement, whichever occurs first, and which were alleged or could have been alleged based upon the facts asserted in the Action for: unpaid wages (including premiums) or other compensation allegedly owed, or for damages, losses, premiums, fines, liens, expenses, debts, penalties (including without limitation waiting time penalties under Labor Code section 203), restitution, injunctive relief, interest, liquidated damages, attorneys' fees, or costs, or any other recovery based on or arising out of the claims and allegations alleged in the Action pursuant to California Code of Civil Procedure section 382 or Federal Rule of Civil Procedure, Rule 23, including under the California Labor Code and corresponding provisions of Wage Orders, including but not limited to claims for: (1) Failure to Pay Minimum Wages in violation of Labor Code sections 200, 204, 1194, and 1197; (2) Failure to Pay Proper Reporting Time Pay in violation of Wage Order 9; (3) Failure to Provide Accurate Wage Statements in violation of California Labor Code section 226; (4) Failure to Pay All Wages Due Upon Termination in violation of Labor Code sections 201-203; (5) Failure to Pay Wages Including Overtime and Minimum Wages in violation of Labor Code sections 510, 1194, and 1198; (6) Failure to Provide Meal and Rest Periods in violation of California Labor Code sections 226.7 and 512; (7) Violation of the Unfair Competition Law in violation of Business & Professions Code sections 17200 et seq.; and (8) any and all corresponding claims that could have been brought under California or federal law relating to the claims and/or facts alleged in the complaint including under the Fair Labor Standards Act (FLSA) that might have occurred during the Class Period based on facts and claims alleged in the complaint, including claims for failure to pay wages (including overtime, double time, or premium wages) due to time worked but not recorded, the payment of wages pursuant to an alleged unlawful piece rate plan, regular rate violations to include premium pay of night shift premiums, other

premiums, any bonus payments during the class period, alleged failure to pay statutory sick pay, and alleged failure to timely pay wages during employment. It is the intent of the Parties that the judgment entered by the Court upon final approval of the Settlement shall have *res judicata* effect and be final and binding upon Plaintiffs and all Class Members who have not expressly opted out of the settlement.

HOWEVER:

THE PARTIES EXPRESSLY EXCLUDE FROM THE SCOPE OF THIS RELEASE (EXCEPT WITH RESPECT TO PLAINTIFFS LEON BLANCHE, JUAN BAZABAL, AND KEINARD SIMPSON, WHO WAIVE ALL CLAIMS) ANY CLAIMS SETTLEMENT CLASS MEMBERS HAVE IN CONNECTION WITH ANY INDIVIDUAL ACTIONS OR CLASS ACTIONS INVOLVING CLAIMS OTHER THAN THE RELEASED CLAIMS.

EXCLUDING YOURSELF FROM THE SETTLEMENT

14. How do I get out of the Settlement?

If you wish to preserve the option to pursue your own separate lawsuit against Greyhound for the claims asserted in this Action, or if you otherwise wish not to participate in the Settlement for whatever reason, you should request to be excluded from the Settlement. To exclude yourself from the Settlement, you must submit a written statement requesting exclusion from the Settlement (also referred to in this Notice as “opting out”).

Your request for exclusion must (a) state your name, address, telephone number and the last four (4) digits of your social security number; (b) a statement substantially similar to the following:

“I understand I am asking to be excluded from the Settlement and that by doing this, I will receive no money from the Settlement. I understand that, if I opt-out of the Settlement, I may bring a separate action against Greyhound, but I might lose my separate action or win and recover nothing or less than what I would have recovered under the Settlement provisions in this case.”

(c) be addressed to the Administrator and mailed to the Administrator’s address shown in Paragraph 17; and (d) be signed by the Class Member. The request to opt out must be postmarked on or before [REDACTED], 2024, (45 days of initial mailing).

YOU CANNOT EXCLUDE YOURSELF FROM THE PAGA PORTION OF THE SETTLEMENT

15. If I don’t exclude myself from the Settlement, can I sue Greyhound for the same thing later?

No. Unless you exclude yourself from this Action, you give up any right to sue Greyhound for the claims that this Settlement resolves. ***If you have a claim or lawsuit already against Greyhound, you must speak to your lawyer in that case immediately.*** You must ask to exclude yourself from this Action to continue your own lawsuit by mailing a request for exclusion postmarked on or before [REDACTED], 2024. [45 days of the initial mailing].

16. If I exclude myself, can I get money from this Settlement?

If you exclude yourself, you will not receive an Individual Settlement Payment for the class settlement. The Individual Settlement Payment you would have been entitled to receive will be distributed to Participating Class Members who choose to remain in the Class and to participate. However, you will still receive a portion of the settlement if you worked during the PAGA period. No portion of the Net Settlement Amount will go back to Greyhound as a result of any request by Class Members to be excluded from the Settlement.

OBJECTING TO THE SETTLEMENT

17. How do I tell the Court that I don't like the Settlement?

If you don't think the Settlement is fair, you may object to the Settlement and tell the Court your reasons for disagreeing with the Settlement. This is the process by which you can tell the Court if you think the Settlement as a whole is unfair. If you think that your Individual Settlement Payment was miscalculated, or the information shown in the Employment Information Sheet is wrong, please use the process set forth in Paragraph 11 above. If you submit an objection, the Court will consider your views. To object, you must send a letter stating that you object to the proposed Settlement. Written objections must be signed by the Class Member and must: (1) state the objecting Class Member's name, address, and telephone number; (2) state the case name and number as follows: *Leon Blanche v. Greyhound Lines, Inc.*, Case No. 37-2023-00009121-CU-OE-CTL; (3) describe in clear and concise terms, the basis for each objection; (4) be dated, and if the Class Member intends to use any document(s) to support an objection, copies of the document(s) should be included with the written objection at the time of submission. If the Class Member intends to be present at the time of the Final Approval Hearing to discuss the written objections, he or she should indicate that fact in the objection letter. The objection letter must be mailed to the Administrator at the address shown below:

Greyhound Lines, Inc. Class Action Settlement Administrator
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 9260
888-XXX-XXXX

You may appear in person at the time of the Final Approval Hearing to speak with the Court and discuss your objection. See Paragraphs 20 and 21.

18. What's the difference between objecting and requesting to be excluded from the case?

Objecting is simply telling the Court you don't like something about the Settlement. You may object only if you stay in the Class. Requesting to be excluded from the Class is telling the Court that you don't want to be part of the Class. If you choose not to be a part of the Class, you have no basis to object because the case no longer affects you.

If you remain in the Class and object to any of the terms of the Settlement, the Court will consider your written objection when deciding whether to grant final approval to the Settlement. You do not need to appear to discuss the objection.

THE COURT'S FINAL FAIRNESS HEARING

19. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing in Department C-64, of the Superior Court of the State of California, County of San Diego located at 330 West Broadway, San Diego, California 92101 on _____, 2024, at 9:30 a.m. At this hearing, the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and litigation costs, the Class Representative service payments, and the Administrator's fees and expenses.

The Court may reschedule the Final Approval hearing without further notice to Class Members. However, any Class Member who has filed a written objection will be notified by Class Counsel of any rescheduling of the date and time of the Final Approval hearing.

20. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. If you send an objection, you don't have to come to Court to talk about it. As long as you timely mailed your written objection as shown in Paragraph 17, the Court will consider it. If you plan to attend, your written objection letter should include reference to your intention to appear at the Final Approval Hearing. You may also hire and pay your own lawyer to attend if you so desire; see Paragraph 21.

21. May I appear and speak at the hearing?

You may personally appear at the Final Approval hearing to discuss your objection.

GETTING MORE INFORMATION

22. Who can I contact if I have questions about the Settlement?

This Notice summarizes the proposed Settlement. More details are in the Joint Stipulation of Class and Representative Action Settlement and Release on file with the Court. You may view the Court's files for this matter. The Superior Court of the State of California, County of San Diego is located at 330 West Broadway, San Diego, California 92101. You may view the Court's files any time Monday through Friday, between the hours of 9:00 a.m. and 4:00 p.m., excluding Court holidays. The case name and case number are *Leon Blanche v. Greyhound Lines, Inc.*, Case No. 37-2023-00009121-CU-OE-CTL. You may also contact Class Counsel at the contact information listed above in Paragraph 5 if you have any questions about the Settlement. You may also contact the court-appointed Administrator, CPT Group, Inc., by calling toll free **1-888-XXX-XXXX**, or you can write to *Leon Blanche v. Greyhound Lines, Inc.* Class Action Administrator at the address shown above in paragraph 17.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR ANY OF THE GREYHOUND MANAGERS, SUPERVISORS, OR ATTORNEYS ABOUT THIS SETTLEMENT.

ADDITIONAL IMPORTANT INFORMATION

- A. **Greyhound** will not retaliate in any manner whatsoever against any Class Member who stays in the Class and receives a Settlement Payment or who requests to be excluded from the Settlement.
- B. **It is your responsibility to ensure that the Administrator** has your current mailing address and telephone number on file, as this will be the address to which your Individual Settlement Payment will be mailed.
- C. **Settlement Payment checks must be cashed soon after receipt.** Monies represented by checks which remain uncashed after 180 days of the date of issuance will be voided, and handled as described in Paragraph 12, above. If your check is lost or misplaced, you should immediately contact the Administrator to request a replacement.

EXHIBIT 2

Leon Blanche v. Greyhound Lines, Inc.,
SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF SAN DIEGO
Case No. 37-2023-00009121-CU-OE-CTL

EMPLOYMENT INFORMATION SHEET

Class Member's Address on File with the Administrator:

Name: _____

Address: _____

City, State, Zip Code: _____

Greyhound Lines, Inc.'s records reflect that you are/were employed as a non-exempt Driver and drove routes that originated and/or terminated in California during the period of October 6, 2018, to through [REDACTED], 2024, and shows the following:

- You have _____ [insert # or N/A] PAGA Pay Periods worked during the PAGA Period (December 13, 2021, through [REDACTED], 2024). PAGA Pay Periods are those pay periods in which you drove a route that originated or terminated in California.
- You have _____ [insert #] Work Weeks worked during the Class Period, (October 6, 2018, through [REDACTED], 2024). Work Weeks are those weeks in which you drove a route that originated or terminated in California.

Based on the number of PAGA Pay Periods and Work Weeks shown above (obtained from Greyhound's records), it is estimated your PAGA Payment will be \$[REDACTED] and your Class Payment will be \$[REDACTED], less applicable payroll taxes. The amount shown is an estimate. The actual amount you receive may be more or less than the estimated amount shown, depending on a number of factors.

You do not have to take any action to receive your Settlement Payment. It will be mailed to you at the address shown above. If your address has changed, or is different than the address shown above, you must notify the Administrator your Settlement Payment must be mailed to a different address than shown above. You may contact the Administrator by calling toll-free 1-888-XXX-XXXX.

Again, Settlement Payment checks will be voided 180 days after issuance, and forwarded to the Unclaimed Property Division of the State of California's Controller's Department. It is highly recommended that after receipt of your Settlement Payment check, you immediately deposit or cash it.