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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

DAVID REESE, ISAAC KHARAUD, PATRICIA BROWN, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act; Plaintiffs, vs. VEOLIA TRANSPORTATION, an unknown business entity; TRANSDEV SERVICES, INC., a Maryland corporation; and DOES 1 through 100, inclusive, Defendants.	Case No.: 21STCV29413 (lead) [Related to Case Nos. 21STCV36076; 22STCV32496; 22STCV38405; and 23AHCV02160] Honorable Carolyn B. Kuhl Department 12 **CLASS ACTION** **DECLARATION OF VARTAN MADOYAN IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**
VICTOR DIAZ, individually and on behalf of all others similarly situated, Plaintiff, vs. TRANSDEV NORTH AMERICA, INC., a California Corporation and DOES 1-50, Inclusive.	Hearing Date: July 29, 2026 Hearing Time: 10:30 a.m. Department: 12 Complaint Filed: August 10, 2021 FAC Filed: March 8, 2023 Diaz Complaint Filed: October 4, 2022 Diaz FAC Filed: February 20, 2024 Trial Date: None Set

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DECLARATION OF VARTAN MADOYAN

I, Vartan Madoyan, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiffs David Reese, Isaac Kharaud, and Patricia Brown (together, "Plaintiffs"). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

PROCEDURAL HISTORY

2. On August 10, 2021, Plaintiff Reese filed his Class Action Complaint for Damages in the Los Angeles Superior Court for the County of Los Angeles, thereby commencing the above-captioned lawsuit.

3. On July 15, 2021, Plaintiff Reese provided written notice by certified mail to the LWDA and Defendant of the specific provisions of the California Labor Code that were alleged to be violated ("Reese PAGA Notice").

4. On July 27, 2021, Plaintiff Reese submitted an Amended PAGA Notice.

5. On September 30, 2021, Plaintiff Reese filed his Complaint for Enforcement Under the Private Attorneys General Act in Los Angeles County Superior Court, Case No. 21STCV36076.

6. On August 23, 2022, Plaintiff Kharaud provided written notice by certified mail to the LWDA and Defendant of the specific provisions of the California Labor Code that were alleged to be violated ("Kharaud PAGA Notice").

7. On October 4, 2022, Plaintiff Diaz filed his Class Action complaint entitled, Victor Diaz v. Transdev North America, Case No. 22STCV32496

8. On December 9, 2022, Plaintiff Diaz filed his Complaint for Enforcement Under the Private Attorneys General Act in Los Angeles County Superior Court, Case No. 22STCV38405

9. On March 6, 2023, Plaintiff Brown provided written notice by certified mail to the LWDA and Defendant of the specific provisions of the California Labor Code that were alleged to

be violated ("Brown PAGA Notice").

10. On March 7, 2023, The Parties filed the Joint Stipulation Granting Plaintiff Leave to File the First Amended Complaint.

11. On March 8, 2023, Plaintiff Reese filed his First Amended Complaint, adding Isaac Kharaud as a named Plaintiff and adding an allegation for violations of California Labor Code section 2698, et seq. (California Labor Code Private Attorneys General Act of 2004).

12. On January 3, 2024, the Reese and Diaz actions were deemed related.

13. On September 18, 2023, Plaintiff Brown filed her Complaint for Enforcement Under the Private Attorneys General Act in Los Angeles County Superior Court, Case No. 23AHCV02160.

14. On April 11, 2023, Defendants filed their Answer to Plaintiff's First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act.

THE PROPOSED SETTLEMENT

15. Marked and attached hereto as "EXHIBIT 1" is a true and correct copy of the Settlement Agreement and Stipulation to Resolve Class Action and PAGA Claims ("Settlement," "Agreement," or "Settlement Agreement") entered into by and between Plaintiffs, individually and on behalf of all others similarly situated and other aggrieved employees, on the one hand, and Defendants, on the other hand (together, the "Parties"). The Parties and their counsel have approved the proposed Notice of Settlement of Class and Representative Action ("Class Notice"), which is attached to the Settlement Agreement as "Exhibit A" and respectfully request that the Court approve it as well.

16. The Settlement provides for a Gross Settlement Amount of $4,500,000.00 to be paid in a single payment on a non-reversionary basis. The Net Class Settlement Amount is the Gross Settlement Amount less the following amounts, subject to approval by the Court: Attorneys' Fees of up to $1,575,000.00 (if the Gross Settlement Amount remains $4,500,000.00) and Costs not to exceed $120,000.00 to Class Counsel, Enhancement Award to each Plaintiff of $10,000.00 (for a combined total of $40,000.00), Settlement Administration Costs to the Settlement Administrator not to exceed $59,990.00, and the PAGA Penalty Amount of $500,000.00.

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Assuming that the amounts allocated under the Settlement toward these payments are awarded by the Court, the Net Class Settlement Amount that will be available for distribution to Settlement Class Member is currently $2,205,010.00. Additionally, 25% of the PAGA Penalty Amount (i.e., Individual PAGA Payment), which is $125,000.00 out of $500,000.00, will be distributed to the Aggrieved Employees, for their respective portion of the Individual PAGA Payment. The Gross Settlement Amount will be fully distributed in accordance with the terms of the Settlement and there is no reversion to Defendants.

17. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees in an amount of up to 35% of the Gross Settlement Amount (i.e., $1,575,000.00, if the Gross Settlement Amount remains $4,500,000.00) and expenses and costs of not more than $120,000.00, which will be paid out of the Gross Settlement Amount, subject to approval by the Court. It should be noted that Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained. A description of the qualifications of Class Counsel, the work performed by Class Counsel, and the results achieved by Class Counsel in this matter can be found in paragraphs 26 through 36, *infra*.

18. The Settlement Agreement provides for payment of up to $10,000.00 to each Plaintiff to be paid out of the Gross Settlement Amount subject to approval by the Court. Plaintiffs spent considerable time and effort to produce relevant documents and past employment records and to provide the facts and evidence necessary to attempt to prove the allegations. Plaintiffs were available whenever Class Counsel needed them and actively tried to obtain information that would benefit the Class. Accordingly, it is appropriate and just for Plaintiffs to each receive $10,000.00 in addition to their individual settlement payment, for their services on behalf of the Class, Aggrieved Employees, and the State of California.

19. The Parties have agreed to retain Apex Class Action, LLC, ("Settlement Administrator") to handle the notice and settlement administration process. The Parties respectfully request that the Court appoint Apex Class Action LLC to handle these procedures and serve as the Settlement Administrator. Defendants will provide the Settlement Administrator with the Class List, and the Settlement Administrator will calculate each Class Member's estimated

share of the Net Class Settlement Amount ("Individual Settlement Share") and each Aggrieved Employee's estimated pro rata share of the 25% portion of the PAGA Penalty Amount. The Settlement Administrator will be responsible for printing, distributing, and tracking the Class Notice and other documents for the Settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, transmitting funds representing uncashed checks after the void date to the California Controller's Unclaimed Property Fund in the name of each Class Member and/or Aggrieved Employee to whom the checks were issued, and other duties and responsibilities set forth to process the Settlement, and as requested by the Parties. Settlement Administration Costs are currently estimated to be $59,990.00 (and not to exceed $65,000.00) and will be paid out of the Gross Settlement Amount, subject to approval of the Court.

20. Under the Settlement Agreement, Defendants are responsible for any employer-side tax obligations associated with the Gross Settlement Amount and will deposit that amount into the settlement fund in addition to the Gross Settlement Amount. Each Participating Class Member's Payment will be allocated 20% to wages and 80% to penalties and interest. The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Participating Class Member's Payment.

CONDITIONAL CERTIFICATION OF THE PROPOSED CLASS IS APPROPRIATE

21. **Ascertainability:** The proposed Class is defined as all persons who have been employed by Defendants as Non-Exempt Employees or equivalent positions however titled in the State of California during the Class Period, which is August 10, 2017, through the date of Preliminary Approval (excluding the Excluded Class Members as defined in the Settlement Agreement).

22. **Numerosity:** Based on data provided by Defendants, the Class is estimated to be approximately 9,577 individuals who worked an estimated total of 956,264 workweeks.

23. **Commonality:** Based on investigation and information discovered, Class Counsel believes that there is sufficient evidence to support the allegations made in the lawsuit, including

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the allegations that Defendants, with respect to Plaintiffs, Class Members, and Aggrieved Employees, *inter alia*, failed to properly pay overtime and minimum wages and associated premium pay, failed to provide compliant meal and rest periods and to pay associated premium pay, failed to timely pay wages during employment and upon termination of employment, failed to provide compliant wage statements, failed to maintain requisite payroll records, and failed to reimburse necessary business expenses, and thereby engaged in unfair business practices and conduct giving rise to civil penalties recoverable under the Private Attorneys General Act of 2004 (California Labor Code sections 2698, et seq.). Plaintiffs also asserted that Class Members were expected to perform similar job duties and were subject to the same or similar operations and employment policies, practices, and procedures. Additionally, Plaintiffs asserted that Defendants' recordkeeping practices with respect to Plaintiffs, Class Members, and Aggrieved Employees were substantially the same during the time period at issue. As a result of said alleged uniform practices, Plaintiffs claim that the Class Members were not paid all of the compensation that was owed to them by Defendants. Thus, in Class Counsels' view, it is clear that the outcome of this litigation would be determined by Defendants' uniform operations and employment practices, policies, and procedures that Plaintiffs allege applied across as Non-Exempt Employees or equivalent positions in California during the relevant time period.

24. **<u>Adequacy and Typicality:</u>** Plaintiffs undertook the responsibilities of representing a class action against their former employer. Plaintiffs spent considerable time and effort to produce relevant documents and past employment records and to provide the facts and evidence necessary to attempt to prove the allegations. Plaintiffs were available whenever Class Counsel needed them and actively tried to obtain information that would benefit the Class. Plaintiffs have no interests that are adverse to the Class. Plaintiffs were employed by Defendants during the Class Period and subject to the same alleged violations and the same policies, practices, and procedures. Plaintiffs took on the challenge and risk of commencing and maintaining these actions, and they have not yet received any monetary benefit for their service to date. Plaintiffs put their own interests aside and brought a publicly filed lawsuit against an employer not just for their own benefit, but, instead, on behalf of other hourly-paid employees and the State of California.

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EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

25. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, Lawyers *for* Justice, PC is the attorney of record in well over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act ("PAGA") representative actions. Lawyers *for* Justice, PC has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California.

26. Edwin Aiwazian is a Chief Executive Officer and Managing Partner of Lawyers for Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University. From approximately September 2002 to approximately December 2002, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. In December of 2004, he obtained a license to practice law from the California State Bar. Since in or around October of 2008, through his work at Lawyers *for* Justice, PC, he has almost exclusively focused on the prosecution of consumer and employment class actions. While employed by Lawyers *for* Justice PC, he has argued over one hundred (100) motions, taken or

defended over one hundred fifty (150) depositions, prepared dozens of expert witnesses for deposition or trial, and attended over one hundred seventy-five (175) mediations. Together with other attorneys at the firm, and in some cases in conjunction with co-counsel, he has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. Under his supervision, Lawyers *for* Justice, PC has successfully obtained class certification by contested motion practice in approximately sixteen (16) cases in the last decade, and litigated over 1,000 class action or representative action cases.

27. Arby Aiwazian is a Senior Partner of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from University of California, Los Angeles and graduated magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School. From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. From approximately August 2008 to approximately December 2008, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit. He was admitted to practice law in California in 2010. He is admitted to practice before all courts of the State of California and all United States District Courts in the State of California. He has worked on many wage-and-hour class action and representative action cases, taking the lead in taking and defending depositions, arguing motions, and attending mediations. He has played an integral role in preparing matters for class certification, including and not limited to, successful certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No. BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No. BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No. RG13680477). Under his supervision, dozens of class action or representative action cases have resulted in settlements that have been granted court approval. He has handled over one hundred and fifty (150) mediations and worked on over two hundred and fifty (250) class action or representative action cases which have resulted in settlement.

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28. Joanna Ghosh is a Senior Partner of Lawyers *for* Justice, PC. She received a Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of Science degree from the London School of Economics in 2007, and a Juris Doctor degree from Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010), in New York (since 2013), in Washington (since 2026), and she is also admitted to practice in all U.S. District Courts in California, the U.S. Bankruptcy Court for the Central District of California, U.S District Court for the Western District of Washington, and the U.S. Supreme Court. She has taken and defended dozens of depositions and successfully handled motion practice in class action cases regarding discovery (including and not limited to, regarding class contact information), class certification (both contested class certification and stipulated class certification), arbitration agreements, coordination, and intervention. She has successfully handled briefing and oral arguments on appeal and obtained notable decisions regarding Private Attorneys General Act claims and employer efforts to compel arbitration of such claims, e.g., *Roberto Betancourt v. Prudential Overall Supply* (Cal. Ct. App., Mar. 7, 2017) 9 Cal.App.5th 439, cert. denied (Cal., May 24, 2017), cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th175. She has significant experience with class actions, including and not limited to working on cases to obtain class certification through contested motion practice and working on cases in the post-certification stage (e.g., post-certification discovery, appeal, statistical sampling and pilot study, and trial preparation in conjunction with co-counsel in a case involving a certified class consisting of approximately 2,600 individuals). She has extensive experience with class action and/or representative action settlements and has handled this process in over five hundred (500) cases. Under her, Edwin Aiwazian, and Arby Aiwazian's supervision, Lawyers *for* Justice, PC has handled the class certification and court approval process for hundreds of class action and/or representative action matters that have successfully resolved. Joanna Ghosh is a member of the California Employment Lawyers Association and, on several occasions, has been a speaker regarding topics in wage and hour law at the organization's continuing legal education events.

29. I am a Member of Lawyers for Justice, PC. I received my Bachelor of Arts degree in Economics from the University of California, San Diego in 2007, and a Juris Doctor degree

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from Loyola Law School in 2011, graduating Cum Laude and Order of the Coif honors. I am admitted to practice before all courts in the State of California and all U.S District Courts in California, I externed for the Honorable Victoria S. Kaufman of the United States Bankruptcy Court, Central District of California, from June 2009 to August 2009. I externed for the Honorable Gary A. Fess of the United States District Court, Central District of California, from January 2010 to May 2010. From 2011, through and including the present, my practice consisted almost exclusively of complex wage and hour class action and PAGA action matters in California. From October 2011 to June 2012, I was an associate at Littler Mendelson's Century City, California office working for one of the largest employer-side labor and employment law firms in the United States. From July 2013 to March 2014, I was an Associate at Sheppard, Mullin, Richter & Hampton's Century City, California office. From March 2014 to July 2023, I worked as an Associated and then Counsel at Baker Hostetler LLP's Los Angeles office. From August 2023 to present, I have been a Member of Lawyers for Justice PC. I have taken and defended dozens of depositions and have successfully handled motion practice in class action and PAGA cases regarding discovery (including and not limited to motions regarding class contact information), dispositive motions, arbitration agreements, coordination, and intervention. I have successfully handled a complex wage and hour class action and PAGA case through a trial verdict in the matter of Estrada v. Royalty Carpet Mills, Orange County Superior Court, Case No. 30-2013-00692890. I also successfully handled briefing on appeal regarding employer efforts to compel arbitration. Titlemax of Cal v. Pena, California Court of Appeals for the Fifth District, Case No. F084706 (Cal. Ct. App. March 28, 2023) (unpublished decision). Further, I have extensive experience with settlements of class actions and PAGA Actions and have handled and supervised this process in over one hundred (100) cases.

THE SETTLEMENT AND SUMMARY OF WORK PERFORMED

30. The effectiveness of Lawyers *for* Justice, PC and James Hawkins, APLC ("Class Counsel") in prosecuting these matters has translated into tangible monetary benefits in the following respects: (1) Class Members, Aggrieved Employees, and the State of California recover over a reasonably short period of time as opposed to waiting additional years for the same, or

possibly worse, result; (2) a guaranteed result that compares favorably with other similar class action settlements of this type given the strengths and weaknesses of the cases; and (3) significant savings in Class Counsels' fees and/or costs that would have only increased significantly had the cases progressed through certification, trial, and/or appeals.

31. Class Counsel has litigated the case for over 4 years and were actively preparing the matters for class certification and trial. The Parties have engaged in extensive settlement negotiations and participated in two full-day mediation conducted by Deborah Saxe Esq., a well-respected mediator experienced in mediating labor and employment matters. In the course of the lawsuits and in connection with the mediations and settlement negotiations, the Parties exchanged extensive formal and informal discovery, depositions, information and data, and engaged in discussions regarding their evaluations of the matter and various aspects of the matter, including but not limited to, the risks and delays of further litigation, the law relating to off-the-clock theory, regular rate, meal and rest periods, PAGA representative claims, and state wage-and-hour law and enforcement, as well as the evidence produced and analyzed, and the possibility of appeals, among other things. During all settlement discussions, the Parties conducted their negotiations at arm's length in an adversarial position. Arriving at a settlement that was acceptable to all Parties was not easy. Defendants and their counsel felt strongly about their ability to prevail on the merits, and Plaintiffs and Class Counsel believed that they would be able to prevail at trial. After conducting investigations, formal and informal discovery, depositions, exchange of information, extensive settlement negotiations, and with the aid of the mediator's evaluations following multiple mediations, the Parties have agreed that the matter is well-suited for settlement given the legal issues relating to Plaintiffs' principal claims, as well as the costs and risks to both sides that would attend further litigation. The Settlement is a fair, reasonable, and adequate resolution of the Released Class Claims of Plaintiffs and Settlement Class Members, and of the Released PAGA Claims of Plaintiffs and the State of California, with respect to aggrieved employees, Released Parties.

32. Prior to reaching the Settlement, Class Counsel investigated the veracity, strength, and scope of the claims, and were preparing the actions for class certification and trial. Plaintiffs

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conducted significant investigation and formal and informal discovery regarding the facts of the cases, including and not limited to, the exchange, review, and analysis of thousands of pages of documents and data obtained from Defendants, Plaintiffs, and other sources, as well as conducting multiple depositions. The volume of data and documents that Class Counsel reviewed and analyzed included and was not limited to: Plaintiffs' and other Class Members' employment records, a detailed sampling of Class Members' time and pay data as well as wage statements, Defendants' relevant employee handbooks, company policy acknowledgements, internal memoranda, job descriptions, employment policies, operations and employment practices, forms (including but not limited to Defendants' Safety Policy, Standards of Performance Policy, and Administrative Matters Policy), procedures (including but not limited to Overtime Policy, Employment Policy, and Job Description Documents), and policies (including but not limited to Health and Welfare Benefits), among other information and documents. Class Counsel had the opportunity to interview Plaintiffs and other Class Members to gather facts and to identify potential witnesses. Counsel for the Parties met and conferred on numerous occasions, e.g., to discuss issues relating to the pleadings, and the production of documents and data prior to the mediations. Class Counsel drafted Plaintiffs' pleadings and mediation briefs and prepared for and attended court proceedings, settlement negotiations, and the mediations, among other tasks.

33. Counsel for the Parties have also invested time researching and investigating the applicable law, which is constantly evolving as it relates to certification, representative PAGA claims, off-the-clock theory, regular rate, meal and rest periods, state wage-and-hour law and enforcement, Plaintiffs' claims and damages, and Defendants' defenses thereto, as well as facts discovered. Based on Class Counsel's analysis, the result achieved in the lawsuits is fair, adequate, and reasonable.

34. Class Counsel are aware of the defenses and position of Defendants, but believe that Plaintiffs could potentially obtain class certification despite many obstacles. Plaintiffs and Class Counsel have also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation. Plaintiffs further recognize the burdens of proof necessary to establish liability for the claims asserted in the lawsuits, Defendants'

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defenses, and the difficulties in establishing entitlement to monetary recovery. Plaintiffs and Class Counsel have also considered the Parties' settlement discussions, as well as the evaluations of the mediator, who is experienced and well-regarded in labor and employment matters.

35. Defendants, on the other hand, denied and continue to deny any liability and wrongdoing of any kind associated with the claims alleged in the lawsuits, and further deny that the lawsuits are appropriate for class treatment or representative adjudication for any purpose other than this Settlement. Defendants believe that they would ultimately succeed in the matter. Both sides have also had the opportunity to interview witnesses and review documents and information relating to Plaintiffs', Class Members', and Aggrieved Employees' employment with Defendants, and Defendants' operations and employment policies, practices, and procedures. The Parties also reviewed and analyzed thousands of pages of documents and data to determine the potential value and strength of the claims. The available information enabled Class Counsel to assess and value the class and PAGA claims and prepare violation, damages, and penalties analyses models. Accordingly, counsel for the Parties have conducted adequate investigation and discovery to be sufficiently informed of the nature and extent of the Class Members' claims, and to enable both sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. The Settlement takes into account the strengths and weaknesses of each side's position and the uncertainty of how the cases might have concluded at trial and/or appeals.

ESTIMATE OF THE VALUE OF THE CLAIMS

36. Plaintiffs' actions allege that Defendants have violated the California Labor Code and Industrial Welfare Commission Wage Orders by engaging in a uniform policy and systematic scheme of wage abuse against Plaintiffs and the Class Members, including *inter alia*, failing to properly compensate overtime and minimum wages, failing to provide compliant meal and rest periods and associated premium pay, failing to timely pay wages during employment, failing to timely pay wages upon termination and associated waiting-time penalties, failing to provide compliant wage statements, failing to maintain requisite payroll records, and failing to reimburse necessary business expenses. Plaintiff further contends that Defendant's aforementioned conduct constitutes unfair business practices (under the California Business and Professions Code

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("UCL"), which operates to extend the statute of limitations, and gives rise to civil penalties recoverable under PAGA.

37. Based on data provided by Defendants and extrapolated by Plaintiffs, the total number of Class Members from August 10, 2017 onward was estimated to be approximately 9,577 individuals who worked an estimated total of 956,264 workweeks with an average hourly rate of pay of $25.88.

38. Plaintiffs contended that Defendants required Class Members to perform work before clocking-in and after clocking-out of their scheduled shifts and during meal and rest periods. Plaintiffs contended that Defendants discouraged the recordation of overtime hours and required Class Members to perform work off-the-clock. Plaintiffs also contended that meal and rest periods were regularly missed, later, shortened, and/or interrupted, that Class Members were not informed that they were not required to remain on premises during rest breaks, readily available to assist with work tasks, and that Defendants failed to properly pay premiums for all non-compliant meal and rest periods. Additionally, Plaintiffs alleged that Defendants intentionally and willfully failed to pay Plaintiffs and Class Members all wages due to them while they were employed by Defendants, within the time period permissible under California law, and that Defendants failed to pay all wages due upon termination, within the time period permissible under California law, thereby triggering waiting-time penalties under California Labor Code section 203. Plaintiffs contended that, based on the violations described herein, the wage statements provided by Defendants and the payroll records kept by Defendants were inaccurate. Finally, Plaintiffs contended that Defendants failed to reimburse Plaintiffs and the other Class Members for necessary business expenses, including, but not limited to, the costs associated with the usage of personal cell phones, personal protective equipment, and required uniform items necessary for work to perform their work duties.

39. Class Counsel considered Defendants' arguments, e.g., that the employer's practices, policies, and procedures complied with the law, that Defendants paid Class Members over the California minimum wage for all hours worked, that Defendants correctly paid overtime for all overtime hours worked, that no off-the-clock was permitted, that breaks were consistently

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provided even if employees chose to delay or not take a break, that no waiting-time penalties were due because waiting-time penalties only arise from "willful" failure to pay wages due and owing at the time of termination or resignation, that Plaintiffs and Class Members suffered no actual injury from the alleged wage statement violations and that this alleged violation and the alleged recordkeeping violation are entirely derivative of the other causes of action, and that a policy and practice of reimbursing employees for necessary business-related expenses exists. Class Counsel also considered the likelihood of Plaintiffs' success in establishing that any of provisions of the California Labor Code, on which the civil penalties under PAGA and the UCL claim are predicated, were violated and that such violations were injurious and/or warranted imposition of civil penalties. Class Counsel also considered that trial courts have wide discretion when assessing penalties under PAGA, and that it could be determined that individual liability issues predominate (e.g., due to purported variation in shifts, locations, job duties, and other circumstances which could raise individualized questions of fact) and could pose challenges to certification, manageability, and the merits of Plaintiffs' claims.

40. Class Counsel considered information, data, and documents obtained from Plaintiffs, Defendants, and other sources, and created violation, damages, and penalties valuations and models prior to reaching the Settlement. Based thereon, Plaintiffs calculated the potential value of the claims. However, the potential value of each claim assumed an exposure based on the above-captioned action having been certified and Plaintiffs having proven all elements of the claims and entitlement to monetary recovery in the above-captioned action (on a class-wide and a representative basis), despite risks associated with obtaining and maintaining certification and demonstrating manageability, risks to establishing liability and any underlying California Labor Code and IWC Wage Order violations and damages, and significant additional costs that would have to be incurred in order to certify the above captioned action and establish liability, damages, and penalties amounts in the cases. Plaintiffs faced the risk of the Court finding that individualized issues predominate, such that the cases are not suitable for class treatment. While Class Counsel disagreed with Defendants' arguments and factual contentions, Class Counsel recognized the circumstances and realities of the cases, applicable case law and regulations, the extensive time

and pay records produced by Defendants, the costs and expenses of further litigation and certification, and risks to recovery, and applied appropriate discounts for them. Class Counsel calculated the potential and realistic values of each claim as follows:

a. Failure to Pay Overtime Wages: The potential value of this claim was estimated to be $18,561,084.24 (956,264 workweeks x 0.5 hours of unpaid overtime wages per workweek for every single class member x overtime hourly rate of $38.82, which is 1.5 times the average hourly rate of $25.88). At this juncture, a discount of 65% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to $6,496,379.48), a discount of 60% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to $2,598,551.79), and a discount of 75% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to $649,637.95).

b. Failure to Pay Minimum Wages: The potential value of this claim was estimated to be $12,374,056.16 (956,264 workweeks x 0.5 hour of unpaid minimum wages per workweek for every single class member x average hourly rate of $25.88). At this juncture, a discount of 55% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to $5,568,325.27, a discount of 65% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to $1,948,913.85), and a discount of 80% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to $866,183.93).

c. Failure to Provide Compliant Meal Periods and Associated Premiums: The potential value of this claim was estimated to be $24,748,112.32 (956,264 workweeks x 1 meal period premium per workweek for every single class member x average hourly rate of $25.88). At this juncture, a discount of 60% was applied to account

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for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to $9,899,244.93), a discount of 65% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to $3,464,735.72), and a discount of 75% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to $866,183.93).

d. Failure to Provide Compliant Rest Periods and Associated Premiums: The potential value of this claim was estimated to be $24,748,112.32 (956,264 workweeks x 1 rest period premium per workweek for every single class member x average hourly rate of $25.88). At this juncture, a discount of 70% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to $7,424,433.70), a discount of 75% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to $1,856,108.42), and a discount of 80% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to $371,221.68).

e. Failure to Timely Pay Wages During Employment: The value of this claim is considered as a part of the valuation of the PAGA claim as arguably there is no standalone private right of action.

f. Failure to Timely Pay Wages After Termination (and Waiting-Time Penalties): Based on information and data provided by Defendants, it was estimated that approximately 2,889 Class Members had been terminated during the three-year lookback period. Assuming that these individuals were not timely paid all wages due to them upon termination, the potential value of waiting-time penalties was estimated to be $17,944,156,80 collectively (2,889 individuals x [30 days x hourly rate of $25.88 x 8 hours]), or approximately $6,211.20 per individual. At this

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juncture, a discount of 60% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to $7,177,662.72), a discount of 80% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to $1,435,532.54), and a discount of 80% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to $287,106.51).

g. Failure to Provide Compliant Wage Statements: The potential value of this claim was calculated to be $16,413,500.00 ([4270 initial violations x $50 statutory penalty] + [162000 subsequent violations x $100 statutory penalty]). At this juncture, a discount of 60% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to $7,424,433.70), a discount of 75% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to $1,856,108.42), and a discount of 80% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to $371,221.68).

h. Failure to Maintain Payroll Records: Arguably, civil penalties would only be recoverable by the Labor Commissioner, therefore, the value of this claim is considered as a part of the valuation of the PAGA claim.

i. Failure to Reimburse Necessary Business Expenses: The potential value of this claim was estimated to be $2,008,154.40 (956,264 workweeks x $2.10 unreimbursed business expenses per workweek for every single class member). At this juncture, a discount of 60% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to $803,251.76), a discount of 60% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to $321,304.70), and a discount of 75% was applied to account for the

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risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to $80,326.18).

j. PAGA Penalties: The amount of civil penalties at issue, which the Court could determine whether or not to assess and whether or not to reduce based on the facts and circumstances of the case (to avoid an award that is unjust, arbitrary and oppressive, or confiscatory, pursuant to California Labor Code section 2699(e)(2)), were estimated to be approximately $7,472,500.00 (4,270 aggrieved employees x $1,950 civil penalties per pay period for every single aggrieved employee based on the statutory claims asserted). At this juncture, a discount of 70% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to $2,241,750.00), and a discount of 80% was applied to account for the risks associated with the Court's discretion to reduce civil penalties and obtaining an award of civil penalties (bringing the value of this claim closer to $448,350.00).

41. The foregoing discussion confirms that the amount of the Settlement is adequate in light of Plaintiffs' allegations and causes of action, the evidence at issue with respect to those allegations and causes of action, and legal and factual arguments and circumstances which pose challenges to certification, manageability, merits, and monetary recovery. The conclusion to be drawn from the foregoing analysis is that neither class certification, manageability, liability, nor the ability to adjudicate and/or recover monetary relief on a class-wide or representative basis is clear-cut, which is why the Parties elected to settle this matter. Class Counsel also recognized that additional discounts could be made to the risk-adjusted value to account for the costs and expenses associated with further litigation and the present value of obtaining a settlement now as opposed to monetary recovery, if any, that may be obtained in the future after further litigation. Class Counsel recognized the circumstances and realities of the case, applicable case law and regulations, and risks to recovery and applied appropriate discounts.

42. Class Counsel submit that the Settlement is fair, reasonable, and adequate, and is in the best interest of Plaintiffs, the Class, and the State of California. Class Counsel further submit

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that the Settlement is within an acceptable range of recovery for this type of litigation given the strengths and weaknesses of the cases, the inherent costs and risks of further litigation, and the costs and risks associated with class certification, representative adjudication, trial, and/or appeals.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this 19th day of June 2026, at Glendale, California.

Vartan S. Madoyan

Vartan Madoyan

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EXHIBIT 1

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Additional counsel listed on next page

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

DAVID REESE, ISAAC KHARAUD, PATRICIA BROWN, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act; Plaintiffs, vs. VEOLIA TRANSPORTATION, an unknown business entity; TRANSDEV SERVICES, INC., a Maryland corporation; and DOES 1 through 100, inclusive, Defendants.	Case No.: 21STCV29413 (lead) [Related to Case Nos. 21STCV36076; 22STCV32496; 22STCV38405; and 23AHCV02160] Honorable Carolyn B. Kuhl Department 12 **SETTLEMENT AGREEMENT AND STIPULATION TO RESOLVE CLASS ACTION AND PAGA CLAIMS** Complaint Filed: August 10, 2021 FAC Filed: March 8, 2023 Jury Trial Date: None Set
VICTOR DIAZ, individually and on behalf of all others similarly situated, Plaintiff. v. TRANSDEV NORTH AMERICA, INC., a California Corporation and DOES 1-50, inclusive, Defendants.	Complaint Filed: October 4, 2022 FAC Filed: February 20, 2024 Jury Trial Date: None Set

Andrew J. Weissler (SBN 343145)
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Attorney for Defendants
TRANSDEV NORTH AMERICA, INC. and TRANSDEV SERVICES, INC.

This Settlement Agreement and Stipulation To Resolve Class Action and PAGA Claims (the "**Settlement Agreement**," "**Agreement**," or "**Settlement**") is entered into to resolve the following actions: (1) *David Reese, et al. v. Veolia Transportation, et al.* Los Angeles Superior Court, Case No. 21STCV29413, (2) *David Reese v. Veolia Transportation, et al.* Los Angeles Superior Court, Case No. 21STCV36076, (3) *Patricia Brown v. Transdev Services, Inc,* Los Angeles Superior Court, Case No. 23AHCV02160, (4) *Victor Diaz v. Transdev North America, Inc.,* Los Angeles Superior Court, Case No. 22STCV32496; and (5) *Victor Diaz v. Transdev North America, Inc. L*os Angeles Superior Court, Case No. 22STCV38405. This agreement is entered into between Plaintiffs David Reese, Isaac Kharaud, Patricia Brown, and Victor Diaz ("Plaintiffs") and Defendants Transdev North America, Inc. and Transdev Services, Inc. ("Defendants") (Plaintiffs and Defendants are collectively referred to as the "Parties").

DEFINITIONS

1. Actions. "**Actions**" mean the following Class Action(s) and the PAGA Action(s): (1) *David Reese, et al. v. Veolia Transportation, et al.* Los Angeles Superior Court, Case No. 21STCV29413, (2) *David Reese v. Veolia Transportation, et al.* Los Angeles Superior Court, Case No. 21STCV36076, (3) *Patricia Brown v. Transdev Services, Inc,* Los Angeles Superior Court, Case No. 23AHCV02160, (4) *Victor Diaz v. Transdev North America, Inc.,* Los Angeles Superior Court, Case No. 22STCV32496; and (5) *Victor Diaz v. Transdev North America, Inc., L*os Angeles Superior Court, Case No. 22STCV38405.

2. Aggrieved Employees. "**Aggrieved Employees**" means all individuals who are or previously were employed by Defendants as non-exempt California employees during the PAGA Period. Defendants represent there are approximately 7,183 Aggrieved Employees during the PAGA Period who worked approximately 323,307 Pay Periods during the PAGA Period.

3. Agreement or Settlement or Settlement Agreement. "**Agreement**" or "**Settlement**" or "**Settlement Agreement**" means this Settlement Agreement and Stipulation To Resolve Class Action and PAGA Claims, entered into by the Parties to resolve the Actions.

4. Attorneys' Fees and Costs. "**Attorneys' Fees and Costs**" means the amount authorized by the Court for: (i) an award of attorneys' fees to Class Counsel for litigation and resolution of the matter, in the amount that does not exceed 35% percent of the Gross Settlement Amount; and (ii) reimbursement of actual costs incurred by Class Counsel in connection with the Actions, in an amount to not to exceed $1,575,000.00.

5. Class Counsel. "**Class Counsel**" means Arby Aiwazian, Vartan Madoyan, and Stephanie Roseman of Lawyers for Justice, P.C. and James R. Hawkins, Gregory Mauro, Michael Calvo, and Ava-Issary of JAMES HAWKINS APLC.

6. Class or Class Members. "**Class**" or "**Class Members**" means all persons who have been employed by Defendants as Non-Exempt Employees or equivalent positions however titled in the state of California during the Class Period, excluding the Excluded Class Members. Defendants represent there are approximately 9,577 Class Members during the Class Period who worked approximately 956,264 workweeks during the Class Period, which excludes the Excluded Workweeks.

7. Class Notice. "**Class Notice**" means the Notice of Class Action Settlement, attached as **Exhibit A** to this Agreement, or a substantially similar notice approved by the Court.

8. Class Period. "**Class Period**" means the period from August 10, 2017, through the date the Court grants Preliminary Approval.

9. Court. "**Court**" means the Los Angeles County Superior Court, where the Actions are currently pending.

10. Defendants. "**Defendants**" means Transdev Services, Inc. and Transdev North America, Inc.

11. Excluded Class Members. "**Excluded Class Members**" means the following Class Members who are represented by an attorney and have filed and/or resolved a lawsuit against one or more Defendants alleging the same or similar wage and hour violations at issue in the Actions: Brenda Ganther (*Brenda Ganther v. Transdev Services, Inc.*, Case Nos. 22CV000632 and 22CV001338, pending in the Superior Court of California, County of Napa); Amir Salaam (*Amir*

Salaam v. Transdev Services, Inc., Case No. 37-2021-00008373, pending in the Superior Court of California, County of San Diego); Jenni Arney, Kevin Claiborne, and Janet Gunn (*Arney et al. v. Transdev Services, Inc. and Transdev Alternative Services, Inc.*, Case No. CU25-10351, pending in the Superior Court of California, County of Solano); Tracey Burkett (*Tracey Burkett v. Transdev Services, Inc*, Case No. CU25-02303, pending in the Superior Court of California, County of Solano); Theresa Smith (*Theresa Smith v. Transdev Services, Inc.*, Case No. VCU323993, pending in the Superior Court of California, County of Tulare); Alexander Morales, Damon Hadley, and Mya Kinerman (*Morales et al. v. Transdev Services, Inc. and Transdev Alternative Services, Inc.*, pending in the U.S. District Court for the Central District of California, Case No. 2:25-cv-10282); Cherisha Lovejoy (*Cherisha Lovejoy v. Transdev Services, Inc.*, Case No 23-cv-00380, pending in the U.S. District Court for the Southern District of California); Leslie Williams (*Leslie Williams, et al. v. Transdev Business Solutions, Inc., et al.*, Case No. CGC-21-590089, pending in the Superior Court of California, County of San Francisco); Lizeth Dircio (*Dircio v. First Transit, Inc. et al.*, Case No. 23STCV31678, pending in the Superior Court of California, County of Los Angeles);Jose Macias (*Macias v. Transdev Services, Inc. et al.*, Case No. 23AVCV00890); Elisa Gardner (*Gardner v. MV Transportation Inc. et al.*, Case No. 22STCV21537, pending in the Superior Court of California, County of Los Angeles); Mary Farell (*Farell v. Transdev Services, Inc.*, Case No. 22STCV10248, pending in the Superior Court of California, County of Los Angeles); Deundre Grice (*Grice v. Transdev Services, Inc.*, Case No. 20STCV24745, pending in the Superior Court of California, County of Los Angeles); Shanna Charles (*Charles v. Transdev Services, Inc et al.*, Case No. 23STCV03162, pending in the Superior Court of California, County of Los Angeles); Mateo Salazar Flores (*Flores v. Transdev Services, Inc.*, Case No. 3:23-cv-00317-GPC-JLB, pending in the U.S. District Court for the Southern District of California); Derwin Coleman (*Coleman v. Transdev Services, Inc.*, Case No. 22AHCV00240, pending in the Superior Court of California, County of Los Angeles); Brenda Costa (*Millings et al. v. Transdev Services, Inc.*, Case No. 20-cv-7711, pending in the U.S. District Court for the Northern District of Illinois; Rashawn Hickman (*Hickman v. Transdev Services, Inc.*, Case No. 26STCV15003, pending in the Superior Court of

California, County of Los Angeles); Abel Arena (*Arena v. Transdev Services, Inc.*, Case No. 25STCV16797, pending in the Superior Court of California, County of Los Angeles); Jose Rojas Monterosa (*Monterosa v. Transdev Services, Inc.*, Case No. 26STCV16529, pending in the Superior Court of California, County of Los Angeles).

12. Excluded Workweeks. "**Excluded Workweeks**" means workweeks that are within the Class Period and involve a settlement Class Member from one of the following cases: *Jim Canales v. Transdev Services, Inc.*, Case No. 3 :17-CV-03826 (N.D. Cal.); *Chauenga Hakeem v. Transdev Services, Inc., et al.*, Case No. 23CV036111, Superior Court of California, Alameda Superior Court.

13. Effective Date. The "**Effective Date**" of the Settlement will be the later of the following: (a) if no timely objections are filed or if all objections are withdrawn, the date upon which the Court enters Final Approval; (b) if an objection is filed and not withdrawn, the date for filing an appeal and no such appeal being filed; or (c) if any timely appeals are filed, the date of the resolution (or withdrawal) of any such appeal in a way that does not alter the terms of the Settlement.

14. Employer's Taxes. "**Employer's Taxes**" means Defendants' share of the payroll taxes associated with the wage portion of the Individual Settlement Payments, which Defendants will pay separately from the Gross Settlement Amount.

15. Enhancement Award. "**Enhancement Award**" means the amount the Court authorizes to be paid to Named Plaintiffs (i.e. Class Representatives) in addition to the Individual Settlement Payment, in recognition of their efforts and work in prosecution of the Actions, up to $10,000.00 each.

16. Final Hearing Date. "**Final Hearing Date**" means the date set by the Court for the hearing on final approval of the Settlement.

17. Final Order and Judgment. "**Final Order and Judgment**" means the proposed order granting final approval of the Settlement and the separate proposed judgment, which Plaintiffs will submit to the Court with the motion for final approval of the Settlement.

18. General Release Named Plaintiffs Only. "**General Release**" means the general

release of all claims as set forth in Paragraph 50.

19. Gross Settlement Amount. "**Gross Settlement Amount**" means the total settlement payment Defendants have agreed to make under this Agreement. The Gross Settlement Amount is $4,500,000.00.

20. Individual PAGA Payment. "**Individual PAGA Payment**" means a payment to an Aggrieved Employee of the employee's share of the PAGA Payment as set forth in this Agreement.

21. Individual Settlement Payment. "**Individual Settlement Payment**" means the individual settlement payment allocated to each Participating Class Member and/or Aggrieved Employee as set forth in this Agreement, and consists of the Participating Class Member Payment and/or the Individual PAGA Payment to the extent an employee is eligible.

22. Named Plaintiffs or Class Representatives. "**Named Plaintiffs**" or "Class Representatives" means David Reese, Isaac Kharaud, Patricia Brown, and Victor Diaz.

23. Notice Period. "**Notice Period**" means the time period commencing on the date the Class Notice is mailed to Class Members and ending 60 days thereafter unless a notice is remailed to a Class Member, in which case, the Notice Period shall end either 60 days after mailing or 45 days after remailing, whichever is later.

24. Net Class Settlement Amount. "**Net Class Settlement Amount**" means the settlement amount to be distributed to Participating Class Members, which is the Gross Settlement Amount less Attorneys' Fees and Costs, the Enhancement Award, the General Release Payment, the PAGA Penalty Amount, and Settlement Administration Costs.

25. PAGA Claims. "**PAGA Claims**" means, for the PAGA Period, claims for penalties under the California Private Attorneys' General Act (California Labor Code § 2698, *et seq*.) that (a) arise from the facts, matters, transactions or occurrences alleged in the Actions or that could have been alleged in the Actions based on such facts; and/or (b) arise from the facts, matters, transactions or occurrences alleged, or that could have been alleged, in the PAGA Notice Letters sent by the Class Representatives to the Labor and Workforce Development Agency ("**LWDA**") pursuant to Labor Code section 2699.3 through this action and via notices on or about on or about August 23,

2022 (*Kharaud* LWDA notice), October 4, 2022 (*Diaz* LWDA notice, amended in January 24, 2024), and March 6, 2023 (*Brown* LWDA notice) asserting that Defendants violated various provisions of the Labor Code, including failure to pay overtime compensation, failure to pay minimum wages, failure to provide compliant meal and rest breaks, failure to pay meal and rest period premiums, failure to pay all wages owed at discharge or resignation; failure to timely pay wages during employment; failure to provide complete and accurate wage statements; failure to keep complete and accurate payroll records; failure to reimburse necessary business-related expenses; and violations of Labor Code sections 201, 202, 203, 204, 226(a), 226.3, 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2698, et seq., 2800, and 2802 (collectively, "Released PAGA Claims").

The PAGA Claims excludes claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation claims, FEHA-related claims for retaliation, discrimination or harassment, and any claims outside of the PAGA Period.

26. <u>PAGA Penalty Amount</u>. "**PAGA Penalty Amount**" means the amount of $500,000.00, which represents the portion of the Gross Settlement Amount allocated to the settlement of the PAGA Claims. The PAGA Penalty Amount is paid from the Gross Settlement Amount, and will be allocated as set forth in this Agreement. The Parties agree that 75% of the PAGA Penalty Amount ($375,0000.00) will be paid to the LWDA as the "**LWDA Payment**," and the remaining 25% ($125,000.00) will be allocated to the Aggrieved Employees as the "PAGA Payment."

27. <u>PAGA Period</u>. "**PAGA Period**" means the period from July 15, 2020, through the date the Court grants preliminary approval.

28. <u>Parties</u>. "**Parties**" means the Plaintiffs and Class Representatives, individually and on behalf of all Class Members and Aggrieved Employees, and Defendants. Each of the Parties may be referred to in the singular as a "**Party**."

29. <u>Participating Class Member</u>. "**Participating Class Member**" means each Class Member who has not timely opted out of the Settlement pursuant to this Agreement; "**Settlement Class**" means a class of all Participating Class Members.

30. Participating Class Member Payment. "**Participating Class Member Payment**" means the *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated in accordance with Paragraph 51.f., which is inclusive of the employee's share of taxes and withholdings with respect to the wages portion of the Participating Class Member Payment.

31. Preliminary Approval Order. "**Preliminary Approval Order**" means an order from the Court preliminarily approving this Settlement.

32. Released Parties. "**Released Parties**" means and includes Transdev Services, Inc., Transdev North America, Inc., and any past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, reinsurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, sectors, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

33. Released Claims. "**Released Claims**" means, for the duration of the Class Period, any and all claims, actions, or causes of action against Defendants and the other Released Parties (a) that are alleged in the operative complaints in the Actions; and/or (b) that could have been alleged in the operative complaints in the Actions based upon or arising out of the facts alleged therein, except those arising under PAGA. In addition to the foregoing, the Released Claims include claims (1) failure to pay overtime wages under Labor Code Sec. 510, 1198; (2) failure to provide meal periods and/or pay meal period premiums under Labor Code Sec. 226.7, 512; (3) failure to provide rest periods and/or pay rest period premiums under Labor Code Sec. 226.7; (4) failure to pay minimum wages under Labor Code Sec. 1194, et seq.; (5) failure to timely pay wages upon termination under Labor Code Sec. 203; (6) failure to timely pay wages during employment under Labor Code Sec. 204, 210; (7) failure to provide accurate, itemized wage statements under Labor Code Sec. 226; (8) failure to keep requisite payroll records under Labor Code Sec. 1174(d); (9) failure to reimburse business expenses under Labor Code Sec. 2800, 2802; and (10) violation of California's unfair competition law under Business and Professions Code Sec. 17200. The Released Claims excludes claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers'

compensation claims, FEHA-related claims for retaliation, discrimination or harassment, and any claims outside of the Class Period.

34. Settlement Administration Costs. "**Settlement Administration Costs**" means the costs of settlement administration, including costs of notice to Class Members, distributing settlement payments, and any other fees and costs incurred or charged by the Settlement Administrator in connection with the execution of its duties under this Settlement.

35. Settlement Administrator. "**Settlement Administrator**" means Apex Class Action, LLC, or such other third-party administrator chosen by the Parties and approved by the Court.

36. Settlement Hearing. "**Settlement Hearing**" means the hearing on the Final Hearing Date at which the Court will determine whether to fully and finally approve the fairness and reasonableness of this Agreement.

RECITALS

37. On August 10, 2021, Plaintiff *Reese* filed his Class Action Complaint in Los Angeles County Superior Court, alleging: unpaid overtime, unpaid meal period premiums, unpaid rest period premiums, unpaid minimum wages, final wages not timely paid, wages not timely paid during employment, non-compliant wage statements, failure to keep requisite payroll records, unreimbursed business expenses, and violations of California Business and Professions Code sections 17200, et seq. On March 8, 2023, Plaintiff *Reese* filed his First Amended Complaint, adding *Isaac Kharaud* as a named Plaintiff and Class Representative and adding an allegation for violations of California Labor Code section 2698, et seq. (California Labor Code Private Attorneys General Act of 2004). The class action was assigned and is pending in the Los Angeles County Superior Court before the Honorable Carolyn B. Kuhl; LASC Case No. 21STCV29413.

38. On September 30, 2021, Plaintiff *Reese* filed his Complaint for Enforcement Under the Private Attorneys General Act in Los Angeles County Superior Court, Case No. 21STCV36076. The *Reese* PAGA action was initially assigned to the Honorable Mark V. Mooney of the Los Angeles County Superior Court. On December 3, 2021, pursuant to Plaintiffs' Notice of Related Cases, this matter was reassigned and is currently pending before the Honorable Carolyn B. Kuhl.

39. On October 4, 2022, a case entitled *Victor Diaz v. Transdev North America*, Inc. was filed in Los Angeles County Superior Court alleging: unpaid overtime, unpaid meal period premiums, unpaid rest period premiums, failure to pay timely wages, wages not timely paid during employment, failure to provide accurate wage statements, issuing wage payments in non-labor code-compliant instruments, and violations of Business and Professions Code section 17200, et seq.; LASC, Case No. 22STCV32496. On December 9, 2022, a PAGA case entitled *Victor Diaz v. Transdev North America, Inc.* was filed in Los Angeles County Superior Court alleging violations of California Labor Code section 2698, et seq. (California Labor Code Private Attorneys General Act of 2004); LASC Case No.'s 22STCV38405. The *Reese* and *Diaz* actions were deemed to be related cases by order of the Los Angeles Superior Court on January 3, 2024, and they were assigned to the Honorable Carolyn B. Kuhl.

40. On September 18, 2023, Plaintiff *Brown* filed her Complaint for Enforcement under the Private Attorneys General Act in Los Angeles County Superior Court, alleging violations of California Labor Code § 2698, et seq. The *Brown* matter was assigned and is currently pending in the Los Angeles County Superior Court before the Honorable William A. Crowfoot, LASC Case No. 23AHCV02160.

41. This Settlement resolves all Claims asserted in the operative complaints in each and all of the following Actions: *David Reese, et al. v. Veolia Transportation, et al.*, filed in the Superior Court of the State of California, County of Los Angeles, Case No. 21STCV29413 (the "*Reese* Class Action"), *David Reese, et al. v. Veolia Transportation, et al.*, filed in the Superior Court of the State of California, County of Los Angeles, Case No. 21STCV36076 (the "*Reese* PAGA Action"), *Patricia Brown v. Transdev Services, Inc.,* filed in the Superior Court of the State of California, County of Los Angeles, Case No. 23AHCV02160 (the "*Brown* Action"), *Victor Diaz v. Transdev North America, Inc.,* filed in the Superior Court of the State of California, County of Los Angeles, Case No. 22STCV32496 (the "*Diaz* Class Action"), *Victor Diaz v. Transdev North America, Inc.,* filed in the Superior Court of the State of California, County of Los Angeles, Case No. 22STCV38405 (the "*Diaz* PAGA Action") and any operative complaints.

42. During the litigation, both formal and informal discovery were exchanged in preparation for class certification, and mediation. Class Counsel obtained time and payroll records, relevant policies for Class Members, engaged in depositions of relevant witnesses, and other relevant information and data related to the claims asserted during the Class Period.

43. On May 7, 2024, and January 30, 2025, the Parties participated in mediation with Deborah Saxe, Esq. (the "**Mediator**"), a respected mediator of complex wage-and-hour actions. The Parties did not resolve the Actions at the mediation. However, with subsequent discovery, and continued dialogue and negotiations, the Parties reached the settlement on or about September 29, 2025, that is memorialized in this Agreement.

44. Defendants deny that Defendants engaged in any misconduct in connection with the wage-and-hour practices associated with the Class Members (inclusive of the Aggrieved Employees). Defendants further deny that Defendants have any liability of any kind associated with the claims alleged in the Actions. Defendants contend that Defendants have complied with both federal and state wage-and-hour laws, and all other laws regulating its relationship with the Class Members and the Aggrieved Employees, including the Named Plaintiffs.

45. Class Counsel has investigated the facts relating to the Actions. Settlement discussions were conducted at arm's length during two full-day mediations with a neutral third-party mediator, and the Settlement is the result of an informed and detailed analysis of Defendants' potential liability and exposure in relation to the costs and risks associated with continued litigation. Based on the documents and data produced, as well as Class Counsel's own independent investigation and evaluation, Class Counsel believes that the Settlement documented by this Settlement Agreement is fair, reasonable, and adequate, and in the best interest of the Class in light of all known facts and circumstances, including the risk of significant delay and defenses asserted to the merits of the Actions. While Defendants specifically deny any liability in the Actions, Defendants have agreed to enter into this Settlement to avoid the costs associated with defending the Actions.

Terms And Conditions

NOW, THEREFORE, in consideration of the recitals listed above and the promises and warranties set forth below, and intending to be legally bound and acknowledging the sufficiency of the consideration and undertakings set forth below, Named Plaintiffs, individually and on behalf of the Class Members, Aggrieved Employees, and, to the extent permitted by law, the State of California, and Defendants agree that the Actions shall be and are finally and fully compromised and settled on the following terms and conditions:

46. Non-Admission Of Liability. The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering into this Agreement, Defendants and the other Released Parties do not admit, and specifically deny, that they have violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to the Class or the Aggrieved Employees. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendants or any of the other Released Parties of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendants or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

47. Conditional Nature Of Settlement. For settlement purposes *only*, the Parties agree that (a) a class may be certified in the Actions pursuant to California Code of Civil Procedure Section 382, and (b) the Actions may proceed as a PAGA representative action.

a. The Parties intend their settlement to be contingent upon the preliminary and final approval of each and every term of this Agreement, without material modification. The Parties and their respective counsel shall use their respective best efforts to obtain Court approval and implement this Agreement in accordance with its terms. If the Court does not approve this Agreement, the Parties agree to meet and confer to address the Court's concerns. If the Parties are unable to agree upon a resolution, the Parties agree to refer their dispute to the Mediator for informal assistance in seeking a resolution. If thereafter the Parties are unable to resolve the dispute, the Parties intend this Agreement to become null and void, and unenforceable, in which event the settlement terms set forth in this Agreement, including any modifications made with the consent of the Parties, and any action taken or to be taken in connection with this Agreement shall be terminated and shall become null and void and have no further force or effect, and the class certified for settlement purposes pursuant to this Agreement will be decertified for all purposes.

b. In the event the Court does not grant preliminary or final approval of the Parties' settlement, or in the event that this Agreement shall terminate or the settlement embodied in this Agreement does not become effective for any reason, the Agreement and all negotiations, court orders and proceedings relating to the Agreement shall be without prejudice to the rights of the Named Plaintiffs, Class Members, Aggrieved Employees, and Defendants, each of whom shall be restored to their respective positions existing prior to the execution of this Agreement, and evidence relating to the Agreement and all negotiations shall not be discoverable or admissible in the Actions or any other litigation. Defendants do not waive, and instead expressly reserve, their rights to challenge the propriety of class certification and/or the Actions proceeding on a representative basis for any purpose should the Court not grant preliminary or final approval of the Parties' settlement.

48. <u>Participating Class Members' Release Of Claims</u>. Upon the funding of the Gross Settlement Amount and the Employer's Taxes necessary to effectuate the Settlement to the Settlement Administrator, the Named Plaintiffs and all Participating Class Members shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished and discharged any and all of the Released Parties from the Released Claims that arose during the Class Period.

a. This release by the Named Plaintiffs and each Participating Class Member is intended to settle any and all of the Released Claims that any of them may have against Defendants or any of the Released Parties during the Class Period.

b. Because it is impossible or impracticable to have each Class Member execute this Agreement, the Class Notice will advise all Class Members of the binding nature of the release and such notice will have the same force and effect as if the Agreement were executed by each Class Member.

49. Aggrieved Employees' Release of PAGA Claim. In exchange for the PAGA Amount recited in this Agreement, the Named Plaintiffs, as the representatives for the State of California and all Aggrieved Employees (to the extent permitted by law), and on behalf of their current, former, and future heirs, executors, administrators, attorneys, agents, and assigns will, upon payment of the Gross Settlement Amount and the Employer's Taxes necessary to effectuate the settlement to the Settlement Administrator, forever completely release and discharge Defendants and each of the Released Parties from the PAGA Claims that arose during the PAGA Period. The Aggrieved Employees and the State of California will be deemed by operation of the Final Order and Judgment to have agreed not to sue or otherwise make a claim against Defendants and any of the Released Parties for the PAGA Claims that arose during the PAGA Period, to the extent permissible by law.

50. Full Release By The Named Plaintiffs. Upon payment of the Gross Settlement Amount and the Employer's Taxes necessary to effectuate the settlement to the Settlement Administrator, the Named Plaintiffs fully release and discharge Defendants and the other Released Parties from the Released Claims and any other claims that the Named Plaintiffs now have or claim to have, or have ever had or claimed to have, against Defendants and the Released Parties. Without limiting the generality of the foregoing, the Named Plaintiffs specifically and expressly release to the maximum extent permitted by law any claims against Defendants and the Released Parties, arising out of or relating to the Named Plaintiffs' employment or the termination of their employment with Defendants and any other Released Party, including, but not limited to, all

claims for lost wages and benefits, emotional distress, retaliation, punitive damages, and attorneys' fees and costs arising under federal, state, or local laws for discrimination, harassment, and wrongful termination, such as by way of example only, (as amended) 42 U.S.C. section 1981, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, and the California Fair Employment and Housing Act; the Fair Labor Standards Act, 29 U.S.C. § 201 et seq.; federal common law; and the Employee Retirement Income Security Act, 29 U.S.C. § 1001, et seq.; and the law of contract and tort. This release excludes the release of claims not permitted by law. This general release by the Named Plaintiffs includes a waiver of Named Plaintiffs' rights under Civil Code Section 1542, which provides: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

51. No Prior Assignments. The Named Plaintiffs represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or rights released and discharged by this Agreement.

52. Settlement Payments And Calculation Of Claims. Subject to final Court approval and the conditions specified in this Agreement, and in consideration of the mutual covenants and promises set forth in this Agreement, Defendants agree to pay the Gross Settlement Amount of $4,500,000.00. The Gross Settlement Amount includes, but is not limited to, payments to be made to Participating Class Members, Class Counsel's Attorneys' Fees and Costs, Enhancement Award to the Named Plaintiffs, General Release Payment to the Named Plaintiffs, the PAGA Penalty Amount, and Settlement Administration Fees and Costs. For the avoidance of doubt, subject to the conditions set forth in this Agreement, Defendants shall not be required to pay any amount over $4,500,000.00 for this Settlement, apart from the employer's share of applicable taxes which will be paid in addition to the Gross Settlement Amount, and as set forth in Paragraph 53. The following

table summarizes the allocation of the Gross Settlement Amount:

<u>Gross Settlement Amount of $4,500,000.00, Allocated As Follows:</u>

- **$500,000.00** for the PAGA Penalty Payment
  - **$375,000.00** for the LWDA Payment
  - **$125,000.00** for payments to Aggrieved Employees on a *pro rata* basis (i.e., Individual PAGA Payment)
- Class Counsel Attorneys' Fees not to exceed **$1,575,000.00.**
- Class Counsel Costs not to exceed **$120,000.00**
- Up to $10,000.00 each for an Enhancement Award for Class Representatives totaling **$40,000.00.**
- Settlement Administration Costs estimated to be $59,990.00, and not to exceed **$65,000.00.**
- Approximately **$2,205,010** paid to Class Members on a *pro rata* basis (i.e., Participating Class Member Payment)

53. <u>Settlement Escalator</u>. The Settlement is based on the representation that there were no more than 956,264 workweeks worked by the Class Members from the period from August 10, 2017 to August 2, 2025. If that number is incorrect by more than 10% (i.e., by more than 95,662 workweeks), Defendants shall increase the Gross Settlement Amount proportionally. For example, if the number is 11% higher, the Gross Settlement Amount will be increased by 1%.

54. <u>Apportionment of Gross Settlement Amount</u>. The Parties agree, subject to Court approval and the conditions specified in this Agreement, that the Gross Settlement Amount shall be apportioned as follows:

a. <u>Class Counsel Attorneys' Fees and Costs</u>: At the final approval hearing, Class Counsel will apply to the Court for an award of Attorneys' Fees of no more than thirty-five (35%) of the Gross Settlement Amount, which, unless escalated pursuant to Paragraph 3 of this Agreement, equals $1,575,000.00. Class Counsel will also apply to the Court for an award of actual costs incurred by Class Counsel not to exceed the amount of $120,000.00. These fees and costs are included in, and shall come from, the Gross Settlement Amount. Class Counsel will be issued an IRS Form 1099 for any fees and costs awarded by the Court pursuant to this Paragraph 54.a. Except as provided in this Paragraph 54.a, each party will bear its own attorneys' fees, costs, and expenses incurred in the prosecution, defense, or settlement of the Actions. If the Court awards a lower amount of Attorneys' Fees and Costs than the amount requested, any amount not awarded will be part of the distribution to the Participating Class Members as set forth in this Agreement and shall not be a reason to invalidate/terminate this Agreement.

b. Settlement Administrator Costs: At the final approval hearing, Class Counsel will apply to the Court for approval of Settlement Administration costs, currently estimated at $59,990.00 and not to exceed $65,000.00. These costs are included in, and shall come from, the Gross Settlement Amount. If the actual amount of the Settlement Administration Costs is less than $65,000.00, the difference shall be added to the Net Class Settlement Amount. If the Settlement Administration Costs exceed $65,000.00, then such excess will be paid solely from the Gross Settlement Amount and Defendants will not be responsible for paying any additional funds in order to pay these additional costs.

c. Class Representative Enhancement Awards: At the final approval hearing, Class Counsel will apply to the Court for awards of up to $10,000.00 to each Class Representative as an Enhancement Award for their services and for assuming the risks associated with this litigation, and for the time spent in assisting Class Counsel to litigate this Action. Defendants will not oppose such application. The Enhancement Awards are included in, and shall come from, the Total Settlement Amount. Class Representatives will be issued an IRS Form 1099 for the Enhancement Award approved by the Court pursuant to this Paragraph. The Enhancement Award payable to Class Representatives shall be in addition to any payment they may receive pursuant to Paragraph 54.e, below. If the Court awards less than the amount requested, any amount not awarded will be part of the distribution to the Participating Class Members as set forth in this Agreement and shall not be a reason to invalidate/terminate this Agreement.

d. PAGA Penalty Amount: At the final approval hearing, Class Counsel will apply to the Court for approval of the PAGA Penalty Amount of $500,000.00 for claims for civil penalties asserted under PAGA. Class Counsel will submit notice of this Settlement to the LWDA, as required by Labor Code § 2699(*l*)(2). The Parties agree that 75% of the PAGA Amount ($375,000.00) will be paid to the LWDA as the "**LWDA Payment**," and the remaining 25% ($125,000.00) will be allocated to the Aggrieved Employees as the "PAGA Payment." The portion of the PAGA Payment allocated to each of the Aggrieved Employees will be calculated using the same formula as set forth in Paragraph 54.e, but will be limited to Pay Periods worked during the PAGA Period. Any Class Members who worked during the PAGA Period and who opt out of the Settlement will still be considered Aggrieved Employees for purposes of this Paragraph 54.dd and, therefore, will (i) receive their portion of the PAGA Payment (the Individual PAGA Payment); and (ii) release all PAGA Claims against the Released Parties.

e. Individual Settlement Payments. The Individual Settlement Payments shall consist of: (i) each Participating Class Member's *pro rata* portion of the Net Class Settlement Amount (the "**Participating Class Member Payment**"); and (ii) if applicable, each Aggrieved Employee's *pro rata* portion of the PAGA Payment (the Individual PAGA Payment).

i) Participating Class Member Payment: After deducting the approved amounts specified in Paragraphs 54.a-d above, each Participating Class Member will be entitled to a *pro rata* portion of the remaining amount. Participating Class Member Payments will be calculated from the Net Class Settlement Amount based on the respective number of weeks worked by each Participating Class Member in a non-exempt position during the Class Period, rounded up to the nearest whole week. All Class Members will be deemed to have worked during at least one week during the Class Period. Each Participating Class Member's share of the Net Class Settlement Amount will be calculated by dividing the Participating Class Member's weeks worked in a non-exempt position by the total number of weeks worked by all Class Members in a non-exempt position during the Class Period and multiplying this figure by the Net Class Settlement Amount. The Class Notice will include the number of weeks that the Class Member worked during the Class Period and the amount the Class Member is estimated to receive under the terms of the Settlement.

ii) Individual PAGA Payment: For each Aggrieved Employee, the Individual Settlement Payment will also include the Class Member's *pro rata* share of the PAGA

Payment, as set forth in Paragraph 54.dd (the Individual PAGA Payment).

f. Participating Class Member Payments shall be distributed only to Participating Class Members. The portion of the Net Class Settlement Amount allocated to Class Members who opt out of the Settlement will be distributed to Participating Class Members on a *pro rata* basis based on the formula set forth in Paragraph 54.e. Individual PAGA Payments will be distributed to all Aggrieved Employees.

g. The Parties agree that, under no circumstances shall Defendants be obligated to pay any amount under this Agreement to any Class Member other than Participating Class Members, with the exception of the Individual PAGA Payments which are not affected by a Class Member opting-out of the Settlement. In addition, the Parties agree that, except as provided in Paragraph 53, under no circumstances shall Defendants be obligated to pay more than the Gross Settlement Amount in full settlement of the Actions.

55. <u>No Credit Toward Benefit Plans</u>. The Individual Settlement Payments made to Participating Class Members under this Agreement, including the Individual PAGA Payments made to Aggrieved Employees, will not be utilized to calculate any additional benefits under any benefit plans to which any Participating Class Member or Aggrieved Employees may be eligible including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts which any Participating Class Member or Aggrieved Employee may be entitled to under any benefit plans.

56. <u>Taxation Of Settlement Proceeds</u>. All settlement payments paid to Participating Class Members, Aggrieved Employees, and the Named Plaintiffs, will be paid in a net amount after applicable state and federal tax withholdings, including payroll taxes, have been deducted.

a. The Participating Class Member Payments shall be reported as follows: (i) 20% of the amount distributed to each Participating Class Member will be considered wages, and will be reported as such to each Participating Class Member on a W-2 Form; (ii) 80% to statutory penalties, interest on the wages, and non-wage damages, and will be reported as such to each

Participating Class Member on an IRS Form 1099. 100% of the PAGA Payments distributed to each Aggrieved Employee will be considered penalties and will be reported on an IRS Form 1099.

b. No withholdings or deductions shall be made with respect to the Enhancement Award.

c. Prior to mailing the Individual Settlement Payments, the Settlement Administrator will calculate, withhold from the Individual Settlement Payment, and remit to applicable governmental agencies sufficient amounts as may be owed by Participating Class Members for required withholdings and taxes, including all payroll taxes. The Settlement Administrator will issue appropriate tax forms to each Participating Class Member and Aggrieved Employee consistent with the foregoing breakdown. The Parties understand that the Named Plaintiffs, Participating Class Members, and Aggrieved Employees who receive an Individual Settlement Payment, including an Individual PAGA Payment, pursuant to this Agreement shall be solely responsible for any and all tax obligations associated with such receipt.

d. The Parties stipulate that the Settlement Fund (as defined at Paragraph 61) will qualify as a settlement fund pursuant to the requirements of Section 468(B)(g) of the Internal Revenue Code of 1986, as amended, and Section 1.468B-1 *et seq*. of the federal income tax regulations. Furthermore, the Settlement Administrator is designated as the "**Administrator**" of the qualified settlement funds for purposes of Section 1.468B-2(k) of the income tax regulations. Accordingly, all taxes imposed on the gross income of the Settlement Fund and any tax-related expenses arising from any income tax return or other reporting document that may be required by the Internal Revenue Service or any state or local taxing body will be paid from the Settlement Fund.

e. All Parties represent and acknowledge that nothing in this Agreement constitutes tax advice regarding the tax treatment of payments under federal, state, or local law. The Named Plaintiffs, Participating Class Members, and Aggrieved Employees will assume any such tax obligations or consequences that may arise from this Agreement and Class Members shall not seek any indemnification from the Parties or any of the Released Parties in this regard. In the event that any taxing body determines that additional taxes are due from any Class Member or Aggrieved

Employee, including Named Plaintiffs, such Class Member or Aggrieved Employee assumes all responsibility for the payment of such taxes.

57. Notice Procedure. Within 14 calendar days after entry of the Preliminary Approval Order, Defendants will provide to the Settlement Administrator a list of Class Members that identifies each Class Member by name, Social Security Number, and last-known address; and specifies the number of weeks worked by each Class Member in a non-exempt position during the Class Period and the PAGA Period (the "**Class List**"). Defendants will provide the Class List in an Excel file or other format reasonably acceptable to the Settlement Administrator. The Settlement Administrator will keep the list confidential, except it shall be provided to Class Counsel upon request with Social Security Numbers and address information redacted, and Class Counsel agrees to use such information only for the purposes described in this Agreement.

a. Upon receipt of the Class List, the Settlement Administrator shall perform a search based upon the National Change of Address Database ("NCOA") to update and correct any known or identifiable address changes. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member. Within 14 calendar days after receipt of the Class List from Defendants, the Settlement Administrator will send the Class Notice to each Class Member via First Class U.S. Mail. Receipt of the Class Notice shall be presumed as to each and every Class Member whose Class Notice is not returned to the Settlement Administrator as undeliverable within 14 calendar days after mailing.

b. The Settlement Administrator will re-mail any notice packet returned by the United States Postal Service with a forwarding address on or before the expiration of the Notice Period. It shall be conclusively presumed that those Class Members whose re-mailed Class Notice is not returned to the Settlement Administrator as undeliverable within 14 calendar days after re-mailing, received the Class Notice. Class Members who receive a re-mailed Class Notice shall have 45 days from the date of the re-mailing to object, opt out, or dispute the workweeks attributed to him or her.

c. The Settlement Administrator will use the appropriate skip tracing and

NCOA searches to increase the likelihood of delivery of the Class Notice to Class Members, and to re-mail the notice packets returned by the Postal Service without a forwarding address upon locating new or alternate addresses after a reasonable search.

d. Class Counsel will provide to the Court, in connection with seeking final approval of the Settlement, a declaration from the Settlement Administrator confirming that the Class Notice was mailed to all Class Members as required by this Agreement, as well as any additional information Class Counsel deems appropriate to provide to the Court.

58. Dispute Procedure. The Class Notice will include a procedure by which a Class Member may dispute the number of workweeks allocated to the Class Member by submitting a written dispute sent via U.S. Mail to the Settlement Administrator postmarked no later than the expiration of the Notice Period ("**Workweek Dispute**"). To be valid, a Workweek Dispute must contain the following: (i) the Class Member's full name and current address; (ii) the Action name and/or case number; (iii) the number of workweeks the Class Member maintains is correct; and (iv) documentary evidence sufficient to prove that Defendants' calculation of the workweeks for the Class Member is incorrect, if any. Upon receipt of notice of a Workweek Dispute, the Settlement Administrator shall promptly serve Defendants' counsel with a copy of the Workweek Dispute and any accompanying papers. Defendants' counsel will inform Class Counsel of any such dispute. No Workweek Dispute shall be effective or considered for any purpose unless it is timely mailed by U.S. mail to and received by the Settlement Administrator as provided above. Defendants shall have the right to respond to the Workweek Dispute by any Class Member. The Settlement Administrator will also attempt to resolve the Workweek Dispute. To the extent the Workweek Dispute cannot be resolved amongst the Parties, the Court will make a final and binding determination of any unresolved dispute.

a. Within 14 calendar days after the close of the Notice Period, the Settlement Administrator will provide Class Counsel and Defendants' counsel with a report listing the amount of all Individual Settlement Payments, including Individual PAGA Payments, to be made to Participating Class Members and Aggrieved Employees. The report to Class Counsel will not include the names or contact information of Participating Class Members and Aggrieved Employees.

59. Opt-Out Procedure. Unless a Class Member opts out of the settlement described in this Agreement, the Class Member will be bound by the terms and conditions of this Agreement, including the release of the Released Claims that arose during the Class Period. A Class Member will not be entitled to opt out of the settlement established by this Agreement unless the Class Member submits a valid opt-out request ("**Opt-Out Request**"). A valid Opt-Out Request must: (i) contain the Class Member's full name and current address; (ii) the Action name and/or case number; (iii) a statement clearly expressing the Class Member's desire to be excluded from (or opt out of) the Settlement; and (iv) be returned so that it is postmarked on or before the expiration of the Notice Period. Alternatively, a Class Member may fill out the Opt-Out Request Form attached to the Class Notice and return it so that it is postmarked on or before the expiration of the Notice Period. Any Class Members who worked during the PAGA Period and who opt out of the Settlement will still be considered Aggrieved Employees for purposes of this Agreement.

a. Upon receipt of any Opt-Out Request within the Notice Period, the Settlement Administrator shall review the Opt-Out Request to confirm that it complies with the opt-out requirements of this Agreement.

b. Any Class Member who fails to submit a timely, complete, and valid Opt-Out Request will be barred from opting out of this Agreement or the settlement, unless otherwise ordered by the Court. If the Settlement Administrator receives a timely Opt-Out Request that is incomplete, it will make reasonable attempts to contact the class member to cure the defect. The Settlement Administrator will not consider any Opt-Out Request postmarked after the end of the Notice Period, but will report its receipt of any such requests to Class Counsel and counsel for Defendants. It shall be presumed that if an Opt-Out Request is not postmarked on or before the end of the Notice Period, the Class Member did not make the request in a timely manner. Absent good cause found by the Court, a declaration submitted by any Class Member attesting to the mailing of an Opt-Out Request on or before the expiration of the Notice Period shall be insufficient to overcome the conclusive presumption that the Opt-Out Request was untimely. Under no circumstances shall the Settlement Administrator have the authority to extend the deadline for Class Members to submit a request to opt out of the settlement without the Parties' joint written consent.

c. At the close of the Notice Period, the Settlement Administrator shall report the names of all individuals who opted out of the Agreement to the parties and include this information in a Declaration regarding the distribution of the notice that will be provided in support of Plaintiffs' Motion for Final Approval.

d. If 10% or more Class Members timely opt out of the settlement, Defendants will have the sole and absolute discretion to withdraw from this Agreement within fourteen (14) calendar days after Defendants receive notice of the number of opt outs. Defendants will provide written notice to Class Counsel if they intend to withdraw from this Agreement. In the event that Defendants elect to so withdraw, the withdrawal shall have the same effect as a termination of this Agreement for failure to satisfy a condition of settlement, and the Agreement shall become null and void and have no further force or effect, and the class certified pursuant to this Agreement will be decertified for all purposes. If Defendants choose to terminate this Settlement Agreement under this provision, it shall be responsible to pay the Settlement Administrator's fees and costs. If the Settlement Agreement is terminated for any other reason, including the Court's failure to grant final approval of the Parties' settlement, then Class Counsel and Defendants will be jointly responsible for the Settlement Administrator's fees and costs.

60. Objections To Settlement. Any Class Member may object to the Settlement. Any written objection must be mailed to the Settlement Administrator (who shall promptly provide a copy to Class Counsel and counsel for Defendants) by the close of the Notice Period. Class Counsel will ensure that any written objections get filed with the Court concurrently with the final approval documents by having it attached to the Settlement Administrator's Declaration. Class Members who have not objected in writing may still appear and be heard at the Settlement Hearing and may still make an objection in court.

a. Written objections to the Settlement must contain at least the following:

(i) the objecting Class Member's full name and current address; (ii) a clear reference to the Actions by name and/or case number; and (iii) a statement of the specific reasons why the objector believes the Settlement is unfair or objects to the Settlement. Alternatively, a Class Member may fill out the Notice of Objection to Class and PAGA Action Settlement Form attached to the Class Notice. In addition, though not required, the Parties ask that any objecting Class Member also include a statement of whether the objector intends to appear at the final approval hearing, either in person or through counsel and, if through counsel, a statement identifying that counsel by name, bar number, address, and telephone number. In addition, Class Members may appear at the final approval hearing to state their objection even if they do not submit a written objection during the Notice Period.

b. Class Counsel or Defendants' counsel may, up to five (5) court days before the Final Hearing Date, file responses to any written objections submitted to the Court.

c. Unless they opt out of the Settlement as specified in Paragraph 59, Class Members who object to the proposed settlement or the Agreement will remain Participating Class Members, and shall be deemed to have voluntarily waived their right to pursue an independent remedy against Defendants and the other Released Parties. To the extent any Participating Class Member objects to the proposed settlement or Agreement and such objection is overruled in whole or in part, such individuals will be bound by the Court's Final Approval Order.

d. In the event that any person objects to or opposes this proposed settlement or the Agreement, or attempts to intervene in or otherwise enter the Actions, the Parties and Class Counsel will use their best efforts to defend the Settlement.

e. A Class Member cannot both opt out and object to the Settlement. If a Class Member both objects and opts out of the Settlement, the opt-out will control and the objection will be deemed invalid.

61. <u>Motion for Final Approval.</u>

a. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court a motion for final approval that includes a request for approval of the PAGA settlement under Labor Code section 2699, subdivision (l), and a proposed Final Approval

Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than 5 business days before filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

b. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Named Plaintiffs Enhancement Award, Class Counsels' Attorneys' Fees and Costs Payment, or Settlement Administration Costs shall not constitute a material modification to the Agreement within the meaning of this paragraph.

c. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsels' Attorneys Fees and Costs Payment and Class Counsel Litigation Expenses Payment, the Parties, their respective counsel and all Participating Class Members who did not object to the Settlement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the Net Settlement Amount.

62. <u>Funding And Distribution Of Settlement</u>.

a. Within ten (10) calendar days of the close of the Notice Period, the Settlement Administrator will provide a draft declaration to Class Counsel and Defendants' counsel setting forth the number of Participating Class Members and Aggrieved Employees; the identity of those individuals who opted out of the Settlement; the total amount payable to all Participating Class

Members and Aggrieved Employees; and the total PAGA Amount, Attorneys' Fees and Costs, Enhancement Award, General Release Payment, Settlement Administration Costs, Net Class Settlement Amount, and the appropriate applicable employer's taxes for any portion of the Individual Settlement Payments designated as wages.

b. On the later of fifteen (15) calendar days of the Settlement Administrator providing all the information necessary for Defendants to remit payment or fifteen (15) calendar days after the Effective Date, Defendants shall remit to the Settlement Administrator: (i) the Gross Settlement Amount of $4,500,000.00 and (ii) the employer's taxes for any portion of the Individual Settlement Payments designated as wages (the collectively, "**Settlement Fund**"). The delivery by Defendants of the Settlement Fund to the Settlement Administrator will constitute the full and complete discharge of the entire obligation of Defendants under this Agreement, unless anything further is requested by the Settlement Administrator to ensure timely and proper disbursement. No Released Party will have any further obligation or liability to the Named Plaintiffs, Participating Class Members, Aggrieved Employees, or Class Counsel under this Agreement, in connection with the claims released herein, regardless of whether the Named Plaintiffs, Participating Class Members, Aggrieved Employees, or Class Counsel receive the payments from the Settlement Administrator set forth in this Agreement.

c. The distribution of Individual Settlement Payments to Participating Class Members and Aggrieved Employees will occur no later than ten (10) calendar days after receipt of the Settlement Fund from Defendants ("**Settlement Proceeds Distribution Deadline**"). The Settlement Administrator shall be deemed to have timely distributed Individual Settlement Payments, including Individual PAGA Payments, if it places in the mail the Individual Settlement Payments for all Participating Class Members and the Individual PAGA Payments for all Aggrieved Employees by the Settlement Proceeds Distribution Deadline. No person will have any claim against the Settlement Administrator, Defendants, Class Counsel, Defendants' counsel, or any other agent designated by the Named Plaintiffs or Class Counsel based upon the distribution of Individual Settlement Payments made substantially in accordance with this Agreement or further orders of the

Court.

d. The distribution of the LWDA Payment, Attorneys' Fees and Costs, the Enhancement Award, and the General Release Payment shall occur no later than ten (10) calendar days after the Settlement Administrator receives the Settlement Fund from Defendants.

e. If a Participating Class Member's or Aggrieved Employee's check is returned to the Settlement Administrator, the Settlement Administrator will make reasonable efforts to re-mail it to the Participating Class Member or Aggrieved Employee at the correct address. It is expressly understood and agreed that the checks for the Individual Settlement Payments, including the Individual PAGA Payments, will become void and no longer available if not cashed within 180 calendar days after mailing. The funds from uncashed and voided checks will be transferred to the State of California's Unclaimed Property Fund in the name of the Participating Class Member/Aggrieved Employee.

f. Defendants will not be obligated to make any payments contemplated by this Agreement unless and until the Court enters the Final Order and Judgment, and after the Effective Date of the Agreement.

g. Within sixty (60) calendar days of the Settlement Proceeds Distribution Deadline, the Settlement Administrator will provide written certification of completion of settlement administration to Class Counsel and to Defendants' Counsel.

63. <u>Binding Effect Of Agreement On Class Members</u>. Subject to final Court approval and the occurrence of the Effective Date, and unless otherwise provided in this Agreement, all Participating Class Members will be bound by this Agreement.

64. <u>Binding Effect Of Agreement On Aggrieved Employees and State of California</u>. The Aggrieved Employees and the State of California, to the extent permitted by law, shall be deemed by operation of the Final Order and Judgment to have agreed not to sue or otherwise make a claim against Defendants or any of the Released Parties for any of the PAGA Claims and to be bound by the release of the PAGA Released Claims during the PAGA Period as set forth in this Agreement.

65. <u>Provisional Approval Of Settlement</u>. Named Plaintiffs will file a motion in the

Actions requesting that the Court enter the Preliminary Approval Order shortly after complete execution of this Agreement. Defendants will not oppose Class Counsel's motion for preliminary approval of the settlement so long as the motion and supporting papers are consistent with the terms of this Agreement. Class Counsel will provide Defendants' counsel at least 3 business days to review, and provide comments to, (1) the draft motion for preliminary approval of the settlement, (2) a draft proposed order granting preliminary approval; and (3) a draft proposed Class Notice before the motion and supporting papers are filed with the Court. Notwithstanding the foregoing, Defendants may, without opposing the preliminary approval motion, advise the Court if Defendants dispute any of the factual statements concerning the claims at issue included by the Named Plaintiffs in the motion and supporting papers. Defendants' counsel will meet and confer with Class Counsel regarding any disputed factual statements before notifying the Court of any disputes.

66. Non-Interference With Claims Procedure. The Parties and their counsel agree that they will not advise, solicit, or otherwise encourage any Class Members to submit requests for exclusion or objections to the settlement or to appeal from the Final Order or Final Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

67. Final Order and Judgment. The Named Plaintiffs will request that the Court enter, after the Settlement Hearing finally approving this Agreement, a Final Order and Judgment. Named Plaintiffs will request that the Final Order and Judgment certify the Participating Class; find that this Agreement is fair, just, equitable, reasonable, adequate and in the best interests of the Class and the Aggrieved Employees; list the employees (if any) who opted-out of the settlement; order that the Participating Class Members release the Released Parties from the Released Claims; order that the Aggrieved Employees and the State of California release the Released Parties from the PAGA Claims as set forth in this Agreement (to the extent permitted by law); and require the Parties to carry out the provisions of this Agreement.

68. Automatic Voiding Of Agreement If Settlement Not Finalized. If for any reason the settlement set forth in this Agreement does not become final, the settlement will be null and void

and the orders, judgment, and dismissal to be entered pursuant to this Agreement shall be vacated, and the Parties will be returned to the status quo prior to entering this Agreement with respect to the Actions, as if the Parties had never entered into this Agreement, and the class certified pursuant to this Agreement will be decertified for all purposes. In addition, in such event, the Agreement and all negotiations, court orders, and proceedings relating to this Agreement shall be without prejudice to the rights of any and all parties to this Agreement, and evidence relating to the Agreement and all negotiations shall not be admissible or discoverable in the Actions or otherwise.

69. No Double Recovery. No Class Member who has already released, assigned, or otherwise forfeited the claims asserted in the Action will be considered a Class Member or be entitled to recover under this Agreement. Such persons will be excluded from the Class List.

70. No Publicity. The Named Plaintiffs and Class Counsel agree that they shall not publicize the filing of the Actions, the Parties' settlement, this Agreement and its terms, or the negotiations leading to this Agreement with anyone other than the Court, Class Members, or those individuals necessary to effectuate the terms of the Agreement. The prohibition set forth in this Paragraph 70 includes, but is not limited to: (i) publication by Named Plaintiffs or Class Counsel on any website (including, without limitation, publishing on any Twitter account, Facebook, other social media, or blog, or business website) of the amount or terms of the settlement, with or without identifying information; and/or (ii) the submission of information to Verdicts & Settlements, Jury Verdicts, or any other publication that summarizes the results of jury verdicts and settlements.

a. Notwithstanding the foregoing, Class Counsel may respond to questions received from and discuss any aspect of this Agreement with the Class Members or their legal representatives, the Settlement Administrator, the Court, and representatives of the California Labor and Workforce Development Agency.

b. Notwithstanding the forgoing, nothing in this Paragraph shall prohibit the filing of information with the Court or the LWDA relating to the Settlement that is necessary to effectuate this Agreement, or the online posting of documents relating to the Actions by the Settlement Administrator as permitted by this Agreement, including the Judgment entered by the

Court.

c. The Named Plaintiffs and Class Counsel agree that all data and information informally produced by Defendants in connection with the settlement of these Actions will be maintained in confidence, and will not be shared with any other persons or entities.

71. Invalidation Of Agreement For Failure To Satisfy Conditions. If the Court makes material changes to the material terms or conditions of Paragraphs 1 through 70 of this Agreement that are not agreed to by the Parties, either Party shall have the right to terminate this Agreement, in which case Defendants would not be obligated to make any payments to any Class Member, to Class Counsel, or to the Named Plaintiffs. The Parties shall meet and confer in good faith and involve mediator Deborah Saxe as necessary before exercising such right.

72. Modification In Writing. This Agreement may be altered, amended, modified or waived, in whole or in part, only in a writing signed by all signatories to this Agreement and approved by the Court. This Agreement may not be amended, altered, modified or waived, in whole or in part, orally.

73. Ongoing Cooperation. The Named Plaintiffs and Defendants will execute all documents and perform all acts necessary and proper to effectuate the terms of this Agreement. In the event the Parties are unable to reach an agreement on the form or content of any document needed to implement the Settlement, or any supplemental provisions that may become necessary to effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Mediator (Deborah Saxe) and, if still unable to resolve their dispute, the Court.

74. Notices. All notices, requests, demands, and other communications required or permitted to be given pursuant to this Agreement shall be in writing, and shall be delivered personally or by first class mail to the Settlement Administrator approved by the Court and the undersigned persons at their respective addresses as set forth below:

CLASS COUNSEL

Arby Aiwazian
Vartan Madoyan
Stephanie Roseman
LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900

Glendale, California 91203
Tel.: (818) 265-1020

James R. Hawkins, Esq.
Gregory Mauro, Esq.
Michael Calvo, Esq.
Ava-Issary, Esq.
JAMES HAWKINS APLC
9880 Research Drive Suite 200
Irvine CA 92618
Tel.: (949) 387-7200

COUNSEL FOR DEFENDANTS

Andrew J. Weissler (SBN 343145)
HUSCH BLACKWELL LLP
300 South Grand, Suite 1500
Los Angeles, CA 90012
Tel.: (314) 480-1926

75. Binding on Successors. This Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors, assigns, executors, administrators, heirs and legal representatives.

76. Entire Agreement. This Agreement constitutes the full, complete, and entire understanding, agreement, and arrangement between the Named Plaintiffs, the Class Members, and the Aggrieved Employees, on the one hand, and Defendants, on the other hand, with respect to the settlement of the Actions. This Agreement supersedes any and all prior oral or written understandings, agreements, and arrangements between the Parties with respect to the settlement of the Actions. Except for those set forth expressly in this Agreement, there are no other agreements, covenants, promises, representations or arrangements between the Parties with respect to the settlement of the Actions, the PAGA Claims, and the Released Claims against Defendants and its Released Parties. The Parties explicitly recognize California Civil Code section 1625 and California Code of Civil Procedure section 1856(a), which provide that a written agreement is to be construed according to its terms, and may not be varied or contradicted by extrinsic evidence, and agree that no such extrinsic oral or written representations or terms shall modify, vary, or contradict the terms of this Agreement.

77. Execution In Counterparts. This Agreement may be signed in one or more counterparts. All executed copies of this Settlement Agreement, and photocopies of the Agreement (including DocuSign, facsimile and e-mail copies of the signature pages), shall have the same force and effect and shall be as legally binding and enforceable as the original.

78. Captions. The captions, section numbers, and paragraph numbers in this Agreement are inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or intent of the provisions of this Agreement.

79. Governing Law. This Agreement shall be interpreted, construed, enforced, and administered in accordance with the laws of the State of California, without regard to conflict of law rules.

80. Reservation Of Jurisdiction. Notwithstanding the dismissal of the Actions and entry of the Final Order and Judgment, the Court shall retain jurisdiction for purposes of interpreting and enforcing the terms of this Agreement pursuant to California Code of Civil Procedure section 664.6 and California Rules of Court, Rule 3.769(h).

81. Mutual Preparation. The Parties have had the full opportunity to negotiate the terms and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly against one Party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed to the preparation of this Agreement.

82. Representation and Warranties. Class Counsel and the Named Plaintiffs represent and warrant to Defendants that they are not aware of any attorneys beyond those named as Class Counsel who have claims for fees arising out of the Actions or the Settlement contemplated by this Agreement.

83. Authorization to Act. Each Party to this Agreement covenants and warrants that (a) such Party has full power and authority to enter into and consummate all transactions contemplated by this Agreement and have duly authorized the execution, delivery, and performance of this Agreement; and (b) the person executing this Agreement for such Party has the full right, power,

and authority to enter into this Agreement on behalf of such Party, and the full right, power, and authority to execute any and all necessary instruments in connection with the Settlement, and to fully bind such Party to the terms and obligations of this Agreement.

84. Representation By Counsel. The Parties acknowledge that each of them has been represented by their respective counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of their respective counsel. Further, the Named Plaintiffs and Class Counsel warrant and represent that there are no liens on the Settlement Agreement, and that after entry by the Court of the Final Order and Judgment, the Settlement Administrator may distribute funds to Participating Class Members, Aggrieved Employees, Class Counsel, the LWDA, the Settlement Administrator, and the Named Plaintiffs as provided by this Agreement.

85. Representation By The Named Plaintiffs. The Named Plaintiffs agree not to request to be excluded from the Class and not to object to any terms of this Agreement. Any such request by the Named Plaintiffs for exclusion or objection shall be void and of no force or effect.

86. Additional Attorneys' Fees and Costs. No Participating Class Member, Aggrieved Employee, or Class Counsel, or any other attorney acting for any Participating Class Member or Aggrieved Employee may recover or seek to recover any amounts for fees, costs, or disbursements arising from the Actions or the Gross Settlement Amount from the Released Parties except as expressly provided for in this Agreement.

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

88. No Collateral Attack. This Agreement will not be subject to collateral attack by any

Class Member or any recipient of the Class Notice after the Final Order and Dismissal. Such prohibited collateral attacks shall include but not be limited to claims that the Class Member failed for any reason to receive timely notice of the procedure for disputing the calculation of their Individual Settlement Payment, or for opting out of the Settlement.

IT IS SO AGREED:

PLAINTIFF DAVID REESE

Dated: 06/13/2026

Electronically Signed 2026-06-13 15:26:29 UTC - 107.115.224.123
Nintex AssureSign® bbbc74ca-0966-43d6-8385-b467014dc382

By: ______________________
David Reese
Named Plaintiff

PLAINTIFF PATRICIA BROWN

Dated: 06/15/2026

Electronically Signed 2026-06-15 17:20:17 UTC - 172.58.213.13
Nintex AssureSign® ebb46367-bb44-4da0-8685-b467014dc382

By: ______________________
Patricia Brown
Named Plaintiff

PLAINTIFF VICTOR DIAZ

Dated: ________________

By: ______________________
Victor Diaz
Named Plaintiff

PLAINTIFF ISAAC KHARAUD

Dated: 06/12/2026

Electronically Signed 2026-06-13 01:05:29 UTC - 172.56.240.118
Nintex AssureSign® 03071784-2fa3-4113-85f5-b467014dc382

By: ______________________
Isaac Kharaud
Named Plaintiff

Dated: ________________

DEFENDANTS TRANSDEV SERVICES, INC. and TRANSDEV NORTH AMERICA, INC.,

By: ______________________

Title: ______________________

APPROVED AS TO FORM ONLY:

Dated: June 15, 2026 **LAWYERS *for* JUSTICE, PC**

By: ______________________
Vartan Madoyan
Stephanie Roseman
Attorneys for Plaintiffs David Reese, Isaac Kharaud, and Patricia Brown

Dated: June __, 2026 **JAMES HAWKINS APLC**

By: ______________________
James Hawkins
Gregory Mauro
Attorneys for Plaintiff Victor Diaz

Dated: June 17, 2026 **HUSCH BLACKWELL LLP**

By: ______________________
Andrew J. Weissler
Attorney for Defendants Transdev Services, Inc.

Class Member or any recipient of the Class Notice after the Final Order and Dismissal. Such prohibited collateral attacks shall include but not be limited to claims that the Class Member failed for any reason to receive timely notice of the procedure for disputing the calculation of their Individual Settlement Payment, or for opting out of the Settlement.

IT IS SO AGREED:

PLAINTIFF DAVID REESE

Dated: ________________ By: ______________________________
David Reese
Named Plaintiff

PLAINTIFF PATRICIA BROWN

Dated: ________________ By: ______________________________
Patricia Brown
Named Plaintiff

PLAINTIFF VICTOR DIAZ

Dated: 6/12/2026 By: Signed by: F526A8F82919422...
Victor Diaz
Named Plaintiff

PLAINTIFF ISAAC KHARAUD

Dated: ________________ By: ______________________________
Isaac Kharaud
Named Plaintiff

Dated: ________________

DEFENDANTS TRANSDEV SERVICES, INC. and TRANSDEV NORTH AMERICA, INC.,

By: ______________________________

Title: ______________________________

Docusign Envelope ID: 0CFF1F76-53D9-849C-8379-DBB3F6F6FD48

APPROVED AS TO FORM ONLY:

Dated: June __, 2026

LAWYERS *for* JUSTICE, PC

By: ______________________________
Vartan Madoyan
Stephanie Roseman
Attorneys for Plaintiffs David Reese, Isaac Kharaud, and Patricia Brown

Dated: June 12, 2026

JAMES HAWKINS APLC

By: ______________________________
James Hawkins
Gregory Mauro
Attorneys for Plaintiff Victor Diaz

Dated: June __, 2026

HUSCH BLACKWELL LLP

By: ______________________________
Andrew J. Weissler
Attorney for Defendants Transdev Services, Inc.

EXHIBIT A

Superior Court of California, County of Los Angeles
***David Reese, et al. v. Veolia Transportation, et al.*:**

<u>NOTICE OF SETTLEMENT OF CLASS AND REPRESENTATIVE ACTION</u>

Included Action
David Reese, et al. v. Veolia Transportation, et al., filed in the Superior Court of the State of California, County of Los Angeles, Case No. 21STCV29413 (herein referred to as the "Action")

A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you, and you are not being sued.
Your legal rights could be affected whether you act or not.

To: **<u>Class Members</u>**: all current and former non-exempt employees of Defendants in the State of California at any time between August 10, 2017, through [the date the Court grants Preliminary Approval].

<u>PAGA Group Members</u>: all individuals who are or previously were employed by Defendants as non-exempt California employees between July 15, 2020, [the date the Court grants Preliminary Approval].

Class and representative actions under the Private Attorneys General Act of 2004 ("PAGA") were brought on behalf of the Class and PAGA Group Members (defined above) by Plaintiffs David Reese, Isaac Kharaud, Patricia Brown, and Victor Diaz ("Plaintiffs") against Defendants Transdev North America, Inc. and Transdev Services, Inc., ("Defendants") and have been settled. As explained in this Notice, if the Court approves the Settlement, then you may be eligible to receive a payment pursuant to the Settlement. You are receiving this Notice because Defendants' records indicate that you are a Class Member.

If you are a Class Member and/or a PAGA Group Member, then you are eligible for payment from the Settlement described in this Notice <u>without</u> taking any action.

PLEASE READ THIS NOTICE CAREFULLY.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE YOUR SETTLEMENT CHECK	If you want to participate and receive your share of the money from the Class and PAGA Settlement, you do <u>not</u> need to do anything. If you do nothing, you will be mailed a settlement payment, and in exchange, you will give up your right to assert the claims against Defendants that are covered by this Settlement (Released Class Claims and Released PAGA Claims, defined below).
EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT	If you ask to be excluded from the Class portion of the Settlement, then you will not receive any money from the Class Settlement, and you will keep any rights as an individual to sue Defendants for the same legal claims being settled here. You may exclude yourself from the settlement by submitting a signed written Request for Exclusion according to the instructions contained in this Notice.

	The deadline to submit a Request for Exclusion is [60 calendar days from date of mailing]. You cannot opt-out of the PAGA portion of the proposed Settlement. If you are also a PAGA Group Member, then you will receive a portion of the PAGA Settlement Amount and be bound by the release of Released PAGA Claims regardless of whether you exclude yourself from the Class portion of the Settlement.
OBJECT	You have the right to object to the Class portion of the Settlement by submitting your written objection to the Settlement Administrator according to the instructions contained in this Notice. Alternatively, you have the right to appear at the Final Approval Hearing to present your objection orally. However, if you submit a Request for Exclusion from the Settlement, you will not be covered by the Class portion Settlement and therefore will not be able to object to it. PAGA Group Members have no right to object to any of the PAGA components of the Settlement. **The deadline to submit a written objection is [60 calendar days from date of mailing].**

- **Your rights and options – and the deadlines to exercise them – are explained in this Notice.**
- **Defendants will not retaliate against or favor any Class Member for either remaining in the Class and receiving a payment or choosing another option provided in this Notice.**

BASIC INFORMATION

1. <u>Why was this Notice issued?</u>

A Court authorized this Notice because you have a right to know about the proposed Settlement of the Action, and about all of your options, before the Court decides whether to approve the Settlement. This Notice explains the Action, the Settlement, your legal rights, the payments that are available, who is eligible to receive the payments, and how to get them.

2. <u>What is the Action about?</u>

On August 10, 2021, Plaintiff *Reese* filed his Class Action Complaint in Los Angeles County Superior Court, alleging: unpaid overtime, unpaid meal period premiums, unpaid rest period premiums, unpaid minimum wages, final wages not timely paid, wages not timely paid during employment, non-compliant wage statements, failure to keep requisite payroll records, unreimbursed business expenses, and violations of California Business and Professions Code sections 17200, et seq. On March 8, 2023, Plaintiff *Reese* filed his First Amended Complaint, adding *Isaac Kharaud* as a named Plaintiff and adding an allegation for violations of California Labor Code section 2698, et seq. (California Labor Code Private Attorneys General Act of 2004). The class action was assigned and is pending in the Los Angeles County Superior Court before the Honorable Carolyn B. Kuhl; LASC Case No. 21STCV29413.

On September 30, 2021, Plaintiff *Reese* filed his Complaint for Enforcement Under the Private Attorneys General Act in Los Angeles County Superior Court, Case No. 21STCV36076. The *Reese* PAGA action was initially assigned to the Honorable Mark V. Mooney of the Los Angeles County Superior Court. On December 3, 2021, pursuant to Plaintiffs' Notice of Related Cases, this matter was reassigned and is currently pending before the Honorable Carolyn B. Kuhl.

On October 4, 2022, a case entitled *Victor Diaz v. Transdev North America*, Inc. was filed in Los Angeles County Superior Court alleging: unpaid overtime, unpaid meal period premiums, unpaid rest period premiums, failure to pay timely wages, wages not timely paid during employment, failure to provide accurate wage statements, issuing wage payments in non-labor code-compliant instruments, and violations of Business and Professions Code section 17200, et seq.; LASC, Case No. 22STCV32496. On December 9, 2022, a PAGA case entitled *Victor Diaz v. Transdev North America, Inc.* was filed in Los Angeles County Superior Court alleging violations of California Labor Code section 2698, et seq. (California Labor Code Private Attorneys General Act of 2004); LASC Case No.'s 22STCV38405. The *Reese* and *Diaz* actions were deemed to be related cases by order of the Los Angeles Superior Court on January 3, 2024, and they were assigned to the Honorable Carolyn B. Kuhl.

On September 18, 2023, Plaintiff *Brown* filed her Complaint for Enforcement under the Private Attorneys General Act in Los Angeles County Superior Court, alleging violations of California Labor Code § 2698, et seq. The *Brown* matter was assigned and is currently pending in the Los Angeles County Superior Court before the Honorable William A. Crowfoot, LASC Case No. 23AHCV02160.

This Settlement resolves all Claims asserted in the above Actions that will be consolidated into the operative Complaint: *David Reese, et al. v. Veolia Transportation, et al.*, filed in the Superior Court of the State of California, County of Los Angeles, Case No. 21STCV29413 (the "*Reese* Class Action").

Defendants deny violating any laws or failing to pay any wages and contend they complied with all applicable laws. Defendants asserted numerous procedural and legal defenses to the Action and contend that the facts and applicable law do not allow for any monetary or other relief to the Class Members or PAGA Group Members. The Plaintiffs and Defendants (collectively the "Parties") have agreed to settle the Action to avoid costly, disruptive, and time-consuming litigation. The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendants that the Plaintiffs' claims in the Action have merit or that Defendants have any liability to the Plaintiffs or the groups of individuals that the Plaintiffs seek to represent in the Action. The Court has not made any determination as to whether the Plaintiffs' claims have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of the Plaintiffs or Defendants. Instead, the Parties agreed to resolve the Action with no decision or admission of who is right or wrong.

THE TERMS OF THE SETTLEMENT

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

The proposed Settlement provides for a payment of $4,500,000.00 to resolve all claims fully and finally in the Action (referred to as the "Gross Settlement Amount"). Class Counsel will apply to the Court for attorneys' fees of 35% of the Gross Settlement Amount; litigation costs and expenses not to exceed $__.00; Service Awards of up to $10,000.00 for each of the four Plaintiffs for their work and effort in prosecuting the Action; an Administration Expenses to Apex Class Action Administrators (the "Settlement Administrator"), not to exceed $65,0000.00; and a $500,000.00 PAGA Payment to the California Labor Workforce and Development Agency ("LWDA") and PAGA Group Members in settlement of claims for penalties under PAGA. The exact amounts of these payments will be determined by the Court at the Final Approval hearing regarding the approval of the Settlement.

Following the Court-approved deductions, the remaining portion of the Gross Settlement Amount, the Net Settlement Amount ("NSA") will be apportioned and paid out to all "Participating Class Members" who are Class Members who have not timely requested to be excluded from the Settlement. They each will receive an "Individual Class Payment." No portion of the Settlement Amount will revert to Defendants under any circumstances.

4. How will the Individual Class Payments be calculated, and how much will I receive?

Participating Class Members will receive a pro-rata share of the NSA based on the number of workweeks they worked for Defendants in California between August 10, 2017, through [the date the Court grants Preliminary Approval] (the "Class Period") in relation to the total number of workweeks worked by all Participating Class Members during the Class Period. The number of workweeks worked will be calculated according to Defendants' records, which will be verified by the Settlement Administrator.

Based on Defendants' records, you worked ___ workweeks during the Class Period, and your estimated Individual Class Payment is $_______. The actual amount that you receive may be lower or higher than the amount estimated. If you wish to dispute your number of workweeks worked during the Class Period, you must notify the Settlement Administrator in writing, no later than sixty (60) days after the mailing of this Notice. You should provide proof that you worked a different number of workweeks during the Class Period. Following the consideration of any dispute, the Settlement Administrator's determination of each Class Member's allocation of Class Workweeks shall be final and not appealable or otherwise susceptible to challenge.

You will be responsible for the tax consequences of your Individual Class Payment, for filing your own returns, for reporting all income received to state and federal taxing authorities, and for payment of any other applicable taxes due. You should consult with a tax advisor concerning the tax consequences of the Individual Class Payment you could receive under the Settlement.

5. How will the PAGA Payment be distributed?

The Parties will seek approval from the Court to designate $500,000.00 of the Settlement Amount as penalties recoverable under the PAGA. Seventy-Five percent (75%) of this amount, or $375,000.00, will be paid to the LWDA, as required by law. The remaining 25% of this amount, or $125,000.00, will be distributed to PAGA Group Members. The Individual PAGA Payments are paid in addition to any Individual Class Payments.

If you are a PAGA Group Member, you will be responsible for the tax consequences of your Individual PAGA Payment, for filing your own returns, for reporting all income received to state and federal taxing authorities, and for payment of any other applicable taxes due. You should consult with a tax advisor concerning the tax consequences of the Individual PAGA Payment you could receive under the Settlement.

Not all Class Members qualify as PAGA Group Members. You are only a PAGA Group Member if you worked for Defendants in California during the period between July 15, 2020, through [the date the Court grants preliminary approval] (the "PAGA Period"). The Individual PAGA Payments will be calculated on a pro-rata basis based on the number of pay periods that you worked for Defendants' during the PAGA Period, based on Defendants' records.

HOW TO GET PAYMENT

6. How can I get my settlement payment?

If the Court approves the Settlement, you do not need to take any action to receive your payment. Your check including your Individual Class Payment (and, if applicable, Individual PAGA Payment) will be mailed to you by the Settlement Administrator. **It is your responsibility to keep the Settlement Administrator informed of any change in your address, as your check will be mailed to the last known address the Settlement Administrator has on file for you if the Court approves the Settlement.**

7. When can I expect to receive my settlement payment?

If the Court approves the Settlement, and there are no pending objections, your share of the Settlement will be paid approximately 90 days after the Court grants final approval of the Settlement. ***Your share of the Settlement will be mailed to the address on file for you.*** Again, if this address is not correct, or if you move after you receive this Notice, you should notify the Settlement Administrator by mail, email, or by calling the Settlement Administrator at 800-______________.

8. What is the scope of the Settlement Release?

All Participating Class Members, together and individually, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, executors, administrators, successors, and assigns, shall fully and forever release and discharge all of the Released Parties, or any of them, from each of the Released Class Claims (defined below) during the Class Period. All PAGA Group Members, together and individually, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, executors, administrators, successors, and assigns, shall fully and forever release and discharge all of the Released Parties, or any of them, from each of the Released PAGA Claims (defined below) during the PAGA Period.

Released Claims: For the duration of the Class Period, any and all claims, actions, or causes of action against Defendants and the other Released Parties (a) that are alleged in the operative complaints; and/or (b) that could have been alleged in the operative complaints based upon or arising out of the facts alleged therein, except those arising under PAGA. In addition to the foregoing, the Released Claims include claims (1) failure to pay overtime wages under Labor Code Sec. 510, 1198; (2) failure to provide meal periods and/or pay meal period premiums under Labor Code Sec. 226.7, 512; (3) failure to provide rest periods and/or pay rest period premiums under Labor Code Sec. 226.7; (4) failure to pay minimum wages under Labor Code Sec. 1194, et seq.; (5) failure to timely pay wages upon termination under Labor Code Sec. 203; (6) failure to timely pay wages during employment under Labor Code Sec. 204, 210; (7) failure to provide accurate, itemized wage statements under Labor Code Sec. 226; (8) failure to keep requisite payroll records under Labor Code Sec. 1174(d); (9) failure to reimburse business expenses under Labor Code Sec. 2800, 2802; and (10) violation of California's unfair competition law under Business and Professions Code Sec. 17200. The Released Claims excludes claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation claims, FEHA-related claims for retaliation, discrimination or harassment, and any claims outside of the Class Period.

The Released PAGA Claims include provisions of the Labor Code, including failure to pay overtime compensation, failure to pay minimum wages, failure to provide compliant meal and rest breaks, failure to pay meal and rest period premiums, failure to pay all wages owed at discharge or resignation; failure to timely pay wages during employment; failure to provide complete and accurate wage statements; failure to keep complete and accurate payroll records; failure to reimburse necessary business-related expenses; and violations of Labor Code sections 201, 202, 203, 204, 226(a), 226.3, 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2698, et seq., 2800, and 2802.

"Released Parties" means and includes Transdev Services, Inc., Transdev North America, Inc., and any past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, reinsurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, sectors, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

EXCLUDING YOURSELF FROM THE CLASS SETTLEMENT

9. Can I exclude myself from the class settlement?

If you do not wish to participate in the Class portion of the Settlement, you can exclude yourself (that is, "opt out" of the Class). If you opt out, you keep your right to sue Defendants for the same claims on an individual basis. **However, you cannot opt out of the PAGA portion of the Settlement.** To opt out and exclude yourself from the Class, you must send the Administrator by fax, email, or mail, a signed written Request for Exclusion that includes your (1) full name, (2) address, (3) telephone number, and (4) last four digits of your social security number to the Administrators whose contact information is provided:

Administrator

[fax number],

[email address]

[address]

To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline on or before ____________, 2026. *[60 days from mailing of Notice]* Requests for exclusion not timely faxed, emailed, or postmarked by the Response Deadline may be disregarded.

10. If I exclude myself from the class settlement, can I get money from this settlement?

No, if you exclude yourself from the Class, you cannot get money from the Class Settlement. In other words, if you "opt out," you will not receive an Individual Class Payment. You also will not be able to object to the Settlement as explained below. If you request to exclude yourself or "opt out" of the Class, your Individual Class Payment will be redistributed to the Participating Class Members.

However, if you are a PAGA Group Member, you will receive an Individual PAGA Payment regardless of whether you exclude yourself from the Class Settlement.

OBJECTING TO THE SETTLEMENT

11. How do I object to the Settlement?

Only Participating Class Members may object to the class action components of the Settlement and this Agreement, including contesting the fairness of the Settlement and the amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administration Expenses Payment, and Class Representative Service Payment. However, you cannot object if you exclude yourself from the Class Settlement.

To object in writing, you must submit a timely written objection to the Settlement Administrator. A written objection is a letter from you or your representative that reasonably communicates your objection to the Settlement and includes your (1) full name, (2) address, (3) telephone number, and (4) last four digits of your social security number. You must fax, email, or mail your written objection to the Administrator, on or before ________, 2026. *[60 days from mailing of Notice]*.

Administrator
[fax number],
[email address]
[address]

In the alternative, you may appear in Court (or hire an attorney at their own expense to appear in Court) to present oral objections at the Final Approval Hearing (see hearing information below).

THE COURT'S FINAL FAIRNESS HEARING

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

The Court will hold a Final Approval Hearing in Department -- of the Superior Court of California, County of Los Angeles, located at [court address] on ________________, 2026, at ___ a.m. If you wish to do so, you can attend (or hire a lawyer to attend) either personally or virtually via [court website]. Check the Court's website for the most current information.

At this hearing, the Court will determine whether the Settlement should be finally approved. The Court will also be asked to approve Class Counsel's request for attorneys' fees and litigation costs, the Service Awards for Plaintiffs, and the Settlement Administrator's Administration Expenses.

The Court may reschedule the Final Approval Hearing without further notice to Class Members.

13. Do I have to come to the hearing?

No. Class Counsel will appear and answer any questions from the Court, but you are welcome to come at your own expense to support or object to the Settlement. If you send your timely written objection to the Settlement Administrator, you do not have to come to Court to object, but you can attend if you wish to attend. If you faxed, emailed, or mailed your written objection on time, the Court will consider it.

GETTING MORE INFORMATION

14. Who may I contact if I have questions about the Settlement?

This Notice is only a summary of the Action and proposed Settlement. For more information, you may personally inspect the files and the Settlement Agreement at the Superior Court of California, County of Los Angeles during regular Court hours.

For more information, or if you have any questions, you may contact:

The Settlement Administrator, Apex Class Action Administrators, at:
http://

[ADDRESS]
[CITY, STATE, ZIP CODE]
[TELEPHONE]
[FASCIMILE]

The Attorneys Representing the Plaintiffs

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PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE FOR INFORMATION ABOUT THE SETTLEMENT.

ADDITIONAL IMPORTANT INFORMATION

A. **It is your responsibility to ensure that the Settlement Administrator** has your current mailing address and telephone number on file, as this will be the address to which your settlement check will be sent if the Settlement is approved.

B. **Settlement checks <u>should be cashed</u> promptly upon receipt**. The checks for the Individual Settlement Payments, including the Individual PAGA Payments, will become void and no longer available if not cashed within 180 calendar days after mailing The funds from uncashed and voided checks will be transferred to the State of California's Unclaimed Property Fund in the name of the Participating Class Member/Aggrieved Employee.