PAGA SETTLEMENT AND RELEASE

1. This PAGA Settlement and Release (hereinafter "Settlement" or "Agreement") is made and entered into by and between Plaintiff Tywana Lanette Paulk ("Plaintiff"), individually and on behalf of all Aggrieved Employees (as defined below), and Defendant Student Transportation of America, Inc., ("Defendant"). Plaintiff and Defendant are referred to as "the Parties".

2. The terms of this Agreement stated below are agreed to, and once approved by the Court, shall be binding on Plaintiff, on the Aggrieved Employees (as defined below), on the State of California and its state labor law enforcement agencies (including but not limited to the Labor and Workforce Development Agency ("LWDA") and its departments, divisions, commissions, boards, agencies, and employees), and on Defendant and its present and former parent companies, subsidiaries, divisions, related, or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors, and assigns, and joint venturers, subject to the terms and conditions hereof and the approval of the Court.

I. DEFINITIONS

a. "Action" refers to *Tywana Lanette Paulk v. Student Transportation of America, Inc.*, Los Angeles Superior Court Case No. 23STCV28820, which was removed to the Central District of California and assigned Case No. 2:24-cv-03436-JFW, and was remanded by the stipulation of the parties to the Superior Court of the State of California, County of Los Angeles.

b. "Administration Costs" means all fees and costs incurred by the Administrator to administer the Settlement in accordance with this Agreement and any Court Orders. Administration Costs are not to exceed $6,250.00.

c. "Aggrieved Employees" shall mean all non-exempt employees who were employed in California by defendant Mission School Transportation, Inc. at any time from November 21, 2022, through July 7, 2025 (the “PAGA Period”).

d. "Administrator" means the neutral entity approved by the Court in the order approving the settlement of the Action. The parties have agreed to appoint Phoenix Class Action Administration Solutions as the Administrator to administer the Settlement, subject to Court approval.

e. "Counsel for Defendant" and "Defense Counsel" shall refer to Christopher W. Decker, of the law firm, OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C., attorneys for Defendant.

f. "Court" refers to the Superior Court of the State of California, County of Los Angeles.

g. "Released PAGA Claims" means all claims for PAGA civil penalties that are alleged in the operative complaint in the Action, or could have been alleged by reason of, or in connection with, any matter or fact set forth or referred to in the operative complaint in the Action, including but not limited to all of the following claims for civil penalties under PAGA for: (a) failure to pay minimum wages, (b) failure to compensate employees with all required overtime pay; (c) failure to provide employees with meal periods; (d) failure to authorize and permit employees to take rest periods; (e) failure to pay reporting time pay; (f) failure to provide accurate and complete wage statements; (g) failure to pay final wages at termination of employment; (h) failure to timely pay wages during employment; (i) failure to maintain payroll records ; (j) failure to pay split-shift premiums; (k) failure to reimburse necessary business expenses.

h. "PAGA Period" shall mean the period from November 21, 2022, through July 7, 2025.

i. "Effective Date" means the later of: (a) provided that no appeal from the order approving the Settlement is filed, the day after the deadline for any appeals expires (i.e. 60 days from when the order is entered); (b) if an appeal of the order is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or otherwise, the day after the last date for filing a request for further review of the Court of Appeal's decision passes, and no further review is requested; or (c) if an appeal of the order is filed and there is a final disposition by ruling, dismissal, denial, or otherwise by the Court of Appeal, and review of the Court of Appeal's decision is requested, the day after the request for review is denied with prejudice and/or no further review of the order can be requested.

j. "PAGA Counsel" and "Plaintiff's Counsel" shall refer to: Emil Davtyan, David Yeremian, Natalie Haritoonian, Enoch Kim, and Matthew Carraher of D. Law, Inc.

k. "PAGA Gross Settlement Amount" shall mean Seven Hundred Fifty Thousand Dollars and Zero Cents ($750,000.00) (the "PAGA Gross Settlement Amount") which is the total amount Defendant agrees to pay under the Settlement, except as provided in Section III(c) below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, Plaintiff's General Release Payment, PAGA Counsel Fees, PAGA Counsel Litigation Costs, and the Administrator's Costs.

l. "PAGA Representative" or "Plaintiff" shall refer to Plaintiff, Tywana Lanette Paulk.

m. "Pay Period" is any pay period in which an Aggrieved Employee employed by Defendant as a non-exempt employee in California worked at least one shift during the PAGA Period.

n. "Settlement" and "Agreement" shall mean this Settlement and Release Agreement.

II. INVESTIGATION AND MEDIATION

a. The Parties exchanged numerous documents and information in furtherance of the mediation. Among other things, Defendant produced policy documents, a sampling of time and payroll records, and wage statements for Aggrieved Employees, prior to or following the mediation, but before the Parties executed this Agreement.

b. The Parties engaged in a full day of mediation on January 6, 2025, with respected wage and hour mediator, Lonnie Giamela, Esq. After lengthy negotiations during which Plaintiff, represented by her counsel, and Defendant, represented by their counsel, recognized the risks and burdens of continuing with the litigation, the Parties agreed to settle the Action on the terms set out in this Agreement.

c. The purpose of this Agreement is to settle and compromise the Action and all Released PAGA Claims that Plaintiff and the Aggrieved Employees have against Defendant and the Releasees for the PAGA Period. The settlement outlined in this Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended, or may be construed, as an admission by Defendant that any of the claims alleged in the Action have any merit, or that Defendant bears any liability to the Aggrieved Employees on those claims.

d. In consideration of the mutual covenants, promises and representations set forth in this Agreement, Plaintiff, on behalf of herself and the Aggrieved Employees, agrees to settle and compromise the Action and the Released PAGA Claims, subject to the terms and conditions set forth in this Agreement.

III. TERMS OF SETTLEMENT

a. The Parties agree that upon full execution of this Agreement, the matter is stayed in its entirety except for any filings necessary to implement the terms of the Settlement or obtain Court approval of the Settlement. Should the Court not grant approval of the Settlement, the stay will be lifted five (5) calendar days thereafter and the Parties will be restored to their positions prior to the Agreement, the Agreement shall be null and void, and Defendant or any other party to the Action may once more remove this Action to federal court, and Plaintiff may not use the fact that Defendant and/or any other party to the Action stipulated to remand this Action to state court for purposes of settlement approval and administration as an argument in opposition to the removal.

b. Plaintiff agrees to amend the operative complaint and PAGA letter in this Action, in a form acceptable to Defendant, and to file the amended PAGA letter as required to (i) give legally-sufficient notice to the LWDA of all factual and legal theories encompassed by the Settlement, (ii) limit the Action to seeking only penalties under PAGA, (iii) remove any claims for unpaid wages or statutory penalties for Plaintiff or any putative class without prejudice, and (iv) limit the group of aggrieved employees for whom Plaintiff seeks PAGA penalties to the Aggrieved

Employees. The amended complaint and PAGA letter shall allege all factual allegations, claims, and legal theories alleged in the action and raised at mediation, consistent with the Released Claims above, including, but not limited to, (i) defendant Mission School Transportation, Inc. failed to provide Aggrieved Employees with the notice required by Labor Code section 2810.5 and/or that the information provided in that notice was not accurate, (ii) defendant Mission School Transportation, Inc. failed to provide the name of the legal entity which is the employer on the wage statements issued to Settlement Aggrieved Employees, (iii) Defendant Mission School Transportation, Inc. failed to provide Aggrieved Employees with meal periods before completing five hours of work, and (iv) Aggrieved Employees were forced to work off-the-clock because they had to wait for the bus they were assigned to drive to arrive or to be ready for use, but were not allowed to clock in for their shift until then, leading to uncompensated waiting time during which they were subject to Defendant's control but not compensated for their time.

c. PAGA Gross Settlement Amount. Subject to the terms and conditions of this Agreement, and in consideration for the settlement described herein and the release contained in this Agreement, Defendant agrees to pay the PAGA Gross Settlement Amount of Seven Hundred Fifty Thousand Dollars and Zero Cents ($750,000.00) based on 24,000 Pay Periods. The PAGA Gross Settlement Amount shall include all PAGA Counsel Fees and Costs, Administration Costs, Plaintiff's General Release Payment, and the LWDA PAGA Payment and Individual PAGA Payments. No portion of the PAGA Gross Settlement Amount will revert to Defendant. If the actual number of pay periods worked by the Aggrieved Employees, collectively, during the PAGA Period exceeds 26,400 pay periods, then Defendant will pay an additional $28.41 for each pay period above that number worked by the Aggrieved Employees, collectively, during the PAGA Period.

d. Within five (5) calendar days after the Effective Date, the Administrator will provide Defense Counsel with the account information so that Defendant may wire the PAGA Gross Settlement Amount.

e. PAGA Net Settlement Amount. The PAGA Net Settlement Amount is the portion of the PAGA Gross Settlement Amount that remains after deducting the Plaintiff's General Release Payment, PAGA Counsel Fees and Costs, and Administration Costs. The PAGA Net Settlement Amount shall be available for payment to the LWDA ("LWDA PAGA Payment") and distribution to each of the Aggrieved Employees on a pro rata basis ("Individual PAGA Payment") based on the number of Pay Periods worked by that Aggrieved Employee during the PAGA Period. Because payments made under this Agreement will be made with respect to only the PAGA claims for all Aggrieved Employees and Plaintiff's individual claims, this Agreement is not subject to the rules governing the settlement of class or collective actions. Accordingly, the settlement payments shall be distributed without a claims process or an opportunity to object or opt out.

f. General Release Payment to Plaintiff. Plaintiff's Counsel will request, and Defendant will not oppose, a general release payment to Plaintiff ("Plaintiff's General Release Payment") in the amount of $7,500.00. Plaintiff's General Release Payment is to be paid out of the PAGA Gross Settlement Amount and provided to Plaintiff in exchange for her general release of claims against Defendants, and is in addition to any payment(s) Plaintiff is otherwise entitled to as an Aggrieved Employee. Plaintiff's General Release Payment will be reported to the taxing authorities by means of an IRS Form 1099. If the Court approves a lesser amount than requested, the difference shall be included in the PAGA Net Settlement Amount.

g. Administration Costs. The Parties will request that the Court approve Phoenix Class Action Administration Solutions as the Administrator. Administration Costs are not to exceed Six Thousand Two Hundred Fifty Dollars and Zero Cents ($6,250.00). All awarded Administration Costs shall be paid from the PAGA Gross Settlement Amount upon completion of all duties required to be performed by the Administrator under the terms of this Agreement, or as otherwise required by the Court. If the Court approves less than the amount requested in Administration Costs, the difference shall be included in the PAGA Net Settlement Amount.

h. Allocation and Calculation of the PAGA Penalties. The PAGA Net Settlement Amount will be distributed, in accordance with California Labor Code section 2699(i), as follows: (i) 75% of the PAGA Net Settlement Amount shall be paid to the LWDA ("LWDA PAGA Payment"); and (ii) the remaining 25% of the PAGA Net Settlement Amount (the "Aggrieved Employee Amount") shall be distributed to all Aggrieved Employees in Individual PAGA Payments. Each Aggrieved Employee shall receive a portion of the Aggrieved Employee Amount on a pro rata basis based on the formula set forth below. Each Aggrieved Employee's pro rata share of the Aggrieved Employee Amount represents their Individual PAGA Payment.

i. Individual PAGA Payment Calculation. Each of the Aggrieved Employees shall receive a pro rata share of the Aggrieved Employee Amount ("Individual PAGA Payment")equal to (a) the ratio of (i) the number of Pay Periods worked by that employee to (ii) the total number of Pay Periods worked by all Aggrieved Employees, multiplied by (b) the Aggrieved Employee Amount. All Individual PAGA Payments to Aggrieved Employees will be treated 100% as civil penalties and will be reported to the taxing authorities by means of an IRS Form 1099 to the extent required. Defendant shall provide the Administrator with the calculation of the Pay Periods worked by each Aggrieved Employee during the PAGA Period.

ii. Fair Formula. The Parties recognize and agree that the precise value of each Aggrieved Employee's Individual PAGA Payment is subject to a variety of differing calculations and formulas. The Parties hereby agree that the formula for allocating payments as provided herein is reasonable and designed to provide a fair settlement to the Aggrieved Employees.

j. PAGA Counsel's Fees and Costs. As part of the request for approval of this Agreement, PAGA Counsel will request, and Defendant will not oppose, Court approval of up to one-third of the PAGA Gross Settlement Amount in attorneys' fees in the amount of Two Hundred Fifty Thousand Dollars and Zero Cents ($250,000.00). PAGA Counsel will request, and Defendant will not oppose, cost reimbursement in an amount not to exceed Ten Thousand Dollars and Zero Cents $10,000.00 for actual costs incurred by PAGA Counsel. If the Court approves less than the amount of fees and/or costs requested by PAGA Counsel, the difference shall be included in the PAGA Net Settlement Amount. Even in the event that the Court reduces or does not approve the requested award of fees and costs to PAGA Counsel, PAGA Counsel shall not have the right to revoke this

Agreement or Settlement, and it will remain binding. Any attorneys' fees and costs awarded to PAGA Counsel, hereinafter referred to as "PAGA Counsel Fees and Costs," shall fully compensate and reimburse PAGA Counsel for any and all of the work already performed in connection with the litigation of Released PAGA Claims and all work remaining to be performed in fully and finally resolving the litigation of Released PAGA Claims, including but not limited to securing Court approval of the Settlement, appearing at hearings, making sure that the Settlement is fairly and properly administered, appearing at any post-approval matter, all other work that PAGA Counsel has performed or will perform, and all costs that PAGA Counsel has incurred or will incur. The PAGA Counsel's Fees and Costs shall be paid out of the PAGA Gross Settlement Amount. Other than the attorneys' fees and costs described in this Paragraph, each Party shall bear its own attorneys' fees and costs.

k. Tax Treatment of Settlement Amounts. With regard to settlement payments to the Aggrieved Employees and Plaintiff, IRS Form 1099s will be issued by the Administrator, to the extent it is required. Recipients of payments pursuant to this Agreement are exclusively responsible for all other tax obligations. Nothing in this Agreement is intended to constitute legal advice regarding federal, state, and/or local tax obligations. Defendant makes no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiff and Aggrieved Employees are not relying on any statement, representation, or calculation by Defendant or by the Administrator in this regard. Plaintiff acknowledges that she has not obtained any tax advice from Defendant, or from PAGA Counsel, and that neither PAGA Counsel, nor Defendant, nor their attorneys, have made any representation concerning the tax consequences, if any, of any payment to be made pursuant to this Agreement. To the extent that this Agreement or any of its attachments is interpreted to contain or constitute advice regarding any state or federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code. Neither PAGA Counsel, nor Defendant, are responsible for any employee tax obligations regarding the allocation of the Individual PAGA Payments to Aggrieved Employees. In addition, the Administrator shall issue an IRS Form I099 to PAGA Counsel reflecting the awarded fees and costs. PAGA Counsel is solely responsible for paying all applicable taxes on any payment of PAGA Counsel's Fees and Costs.

l. Release of Claims By All Aggrieved Employees. Upon the date that Defendant fully funds the PAGA Gross Settlement Amount, Plaintiff, the State of California, and each Aggrieved Employee shall, for the PAGA Period, fully release and forever release and discharge Defendant, Mission School Transportation, Inc., Santa Barbara Transportation Corporation, Cascade Student Transportation, and each of their past, present and/or future, direct and/or indirect, owners, officers, directors, members, managers, exempt employees, agents, representatives, attorneys, insurers, partners, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers (collectively, the "Releasees") from all of the Released PAGA Claims as defined herein. The res judicata effect of the Court's final judgment after approval of the Settlement will be the same as that of the release in this Paragraph. The period of the release in this Paragraph shall extend to the limits of the PAGA Period.

m. Release of All Claims By Plaintiff. This Settlement is conditioned upon an additional release by Plaintiff. In addition to the release given by each Aggrieved Employee, Plaintiff, on her own behalf and on behalf of her descendants, dependents, heirs, executors, administrators, agents, assigns, and successors (collectively, "Releasors"), hereby covenants not to sue and fully and unconditionally forever releases and discharges the Releasees from and against any and all claims, causes of action, judgments, liens, demands, damages, obligations, suits, contracts, liabilities, losses, costs, penalties, and expenses, including, but not limited to, attorneys' fees and disbursements, or offsets of any nature whatsoever (collectively, "Claims") that Releasors now have, have had, or may hereafter have against Defendant and/or the Releasees arising out of the Plaintiff's relationship with Defendant or any Releasee or the cessation of that relationship, including but not limited to claims arising out of or relating to (i) Plaintiff's hours worked, services provided, wages, benefits, bonuses, and/or penalties, (ii) Plaintiff's performance and reputation, (iii) harassment, (iv) discrimination, (v) retaliation, (vi) rights arising out of alleged violations of any contracts, express or implied; (vii) any covenant of good faith and fair dealing, express or implied; (viii) any tort; (ix) any legal restrictions on Defendant's right to terminate employees; and (x) any Claims arising under any federal, state or other governmental statute, regulation or ordinance, including, without limitation: Title VII of the Civil Rights Act of 1964, the Pregnancy Discrimination Act, the Civil Rights Act of 1991, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Federal Rehabilitation Act, the Employee Retirement Income Security Act, the Family and Medical Leave Act, the Fair Labor Standards Act, the California Fair Employment and Housing Act, the California Family Rights Act, the California Labor Code, the California Government Code, the California Business and Professions Code, and any other applicable state or federal law in effect prior to the Effective Date. This General Release is intended to be interpreted as broadly as possible and to apply to any and all claims known and unknown available to Plaintiff in any forum, including, but not limited to, any claims for unpaid wages, expense reimbursement, unpaid penalties or premiums, liquidated damages, class or representative actions governing employment (to the fullest extent allowed by applicable law), constructive termination, negligent or intentional infliction of emotional distress, harassment, discrimination, wrongful termination, negligent or intentional infliction of emotional distress, harassment, discrimination, wrongful termination, negligence, breach of contract, breach of the covenant of good faith and fair dealing, promissory estoppel, fraud, negligent or intentional misrepresentation, negligent or intentional interference with contract or prospective economic advantage, unfair business practices, defamation, libel, slander, personal injury; assault, battery, invasion of privacy, false imprisonment, conversion, disability benefits, claims under Labor Code section 132(a), violation of any provision of federal or state law governing employment, and any claim for attorneys' fees or costs. All such claims are forever barred, and by this Agreement, Plaintiff acknowledges her familiarity with California Civil Code section 1542, which is expressly waived by Plaintiff. California Civil Code section 1542 reads as follows:

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 FAVORAT 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.

However, this release shall not apply to claims for workers' compensation benefits or unemployment insurance benefits or any other claims that Plaintiff cannot, by statute, lawfully waive by this agreement.

n. Older Workers' Benefit Protection Act Waiver by Plaintiff.

i. Plaintiff also intends that the claims she is releasing herein include any claims that she may have under the Age Discrimination in Employment Act of 1967, as amended by the Older Workers' Benefit Protection Act of 1990.

ii. Plaintiff is advised to consult with her counsel before signing this Agreement because Plaintiff is permanently giving up significant legal rights. Plaintiff acknowledges that she has been so advised.

iii. Plaintiff acknowledges that she has been given at least twenty-one calendar days to execute and return this Agreement and has been advised that, after signing this Agreement, she has seven (7) calendar days to reconsider and revoke this Agreement, recognizing that Plaintiff will not be provided anything under this Agreement until at least that seven (7)-day revocation period has expired. The general release in this Agreement will then become effective on the eighth (8th) calendar day after it is signed, provided that Plaintiff does not revoke it.

iv. In order to effectively revoke this general release, the Parties agree that Plaintiff must provide written notice of such revocation within seven (7) calendar days after Plaintiff signs this Agreement to Defense Counsel, via email to christopher.decker@ogletree.com.

V. APPROVAL STIPULATION

a. The Parties recognize that in accordance with California Labor Code section 2699(1), Court approval is required in the event of a settlement of a PAGA action on a representative basis. However, as explained in *Arias v. Superior Court* (2009) 46 Cal.4th 969, the class action procedural rules are not needed to obtain approval of the PAGA settlement thorough a motion for preliminary or final approval. Instead, in order to comply with the requirements of California Labor Code section 2699(1), the Parties shall submit a joint stipulation (or a motion if required by the Court) identifying the key terms of this Agreement and requesting that the Court approve the amount of PAGA penalties and all other material terms provided for in the Agreement.

b. This Agreement is contingent upon approval by the Court. If the Court should decline to approve this Agreement in the form agreed to by the Parties, the Parties agree to coordinate efforts to address the Court's questions or concerns and resubmit the approval stipulation or motion. If (a) the Parties are unable, following good faith efforts, to obtain approval of the terms of the Agreement, or (b) the Court's approval of this Agreement is reversed, materially modified, or declared or rendered void, then (i) this Agreement shall be considered null and void; (ii) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect; (iii) Defendant shall have no obligation to make any payments to any person, Party, Aggrieved Employee, or attorney that would otherwise have been owed under this Agreement; and (iv) all Parties to this Agreement shall stand in the same position, without prejudice, and (v) Defendant or any other party to the Action may once more remove this Action to federal court, and Plaintiff may not use the fact that Defendant and/or any other party to the Action stipulated to remand this Action to state court for purposes of settlement approval and administration as an argument in opposition to the removal. Invalidation of any material portion of this Agreement, except for the amount of attorneys' fees and costs, shall invalidate this Agreement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect. In the event that the Court reduces or does not approve the requested PAGA Counsel Fees and/or Costs, this Agreement shall remain in full force and effect, but PAGA Counsel reserve their right to appeal such order; however, Plaintiff and/or Class Counsel will not request or demand an increase to the Gross Settlement Amount on that basis.

VI. ADMINISTERING THE SETTLEMENT

a. No later than ten (10) calendar days after the Effective Date, Defendant shall provide the Administrator a list of Aggrieved Employees ("Aggrieved Employee List") containing their (1) name; (2) last known home address; (3) social security number; and (4) the number of Pay Periods worked as a non-exempt employee of Defendant during the PAGA Period for each Aggrieved Employee. Neither the Aggrieved Employee List nor any information contained therein shall be distributed to PAGA Counsel at any time, except as mutually agreed by the Parties and in the context of any assistance that PAGA Counsel may need to provide with respect to administration of the Settlement.

b. Within ten (10) calendar days after the Effective Date, Defendant shall wire the PAGA Gross Settlement Amount to the Claims Administrator.

c. Within ten (10) calendar days of receipt of the PAGA Gross Settlement Amount, the Administrator will distribute, consistent with the terms of this Agreement and the Court's order approving the Settlement, all Individual PAGA Payments to Aggrieved Employees, the LWDA PAGA Payment to the LWDA, Plaintiff’s General Release Payment to Plaintiff, the Administration Costs approved by the Court to the Administrator, and the PAGA Counsel's Fees and Costs approved by the Court to PAGA Counsel.

d. The Administrator will issue to each Aggrieved Employee a check in the amount of his or her Individual PAGA Payment. Concurrently with sending each Aggrieved Employee their Individual PAGA Payment, the Administrator will include a "Notice of PAGA Action Settlement" (attached hereto as **Exhibit A)** along with each Aggrieved Employee's check. The Administrator shall send each Aggrieved Employee their check via U.S. First Class mail to each Aggrieved Employee's address with directions to the Postmaster to return all undeliverable mail to the Administrator. For each check/notice that is returned as undeliverable, the Administrator shall promptly attempt to locate the Aggrieved Employee's address by using an address refresher database.

e. Individual PAGA Payments issued to the Aggrieved Employees will expire one hundred eighty (180) calendar days from the date they are issued by the Administrator. Any Individual PAGA Payments that remain uncashed or undeliverable following the one hundred and eighty (180) calendar days will be void and the Administrator will shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee. The release in this Agreement will be binding upon all Aggrieved Employees, including those who do not cash their Individual PAGA Payment checks, as of the date that Defendant fully funds the PAGA Gross Settlement Amount. Neither Defendant, Defense counsel, PAGA Counsel, Plaintiff, nor the Administrator will have any liability for lost or stolen Individual PAGA Payments, forged signatures on Individual PAGA Payments, or unauthorized negotiation of the Individual PAGA Payments.

f. As soon as practicable after the expiration of the one hundred and eighty (180) calendar day period, but no later than thirty (30) calendar days following the check void date, the Administrator shall provide the Parties with a report outlining all relevant events to date and advising of the total dollar amount paid to Aggrieved Employees, the status of any uncashed or undeliverable checks, and any amounts remaining.

g. It is expressly understood and agreed that the receipt of the Individual PAGA Payments will not entitle any Aggrieved Employee to additional or derivative compensation or benefits under any company bonus, contest, or other compensation or benefit plan or agreement in place during the period(s) covered by this Agreement, nor will it entitle any Aggrieved Employee to any increased retirement, 401(k) benefits or matching benefits, stock purchase plans, vacation plans, sick leave plans, PTO plans, or deferred compensation benefits. It is the intent of this Agreement that the Individual PAGA Payments provided for in this Agreement are the sole payments to be made by Defendant to the Aggrieved Employees, and that the Aggrieved Employees are not entitled to any additional or derivative compensation or benefits as a result of having received the Individual PAGA Payments (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Agreement).

h. Summary of Settlement Dates:

i. Within five (5) calendar days after the Effective Date, the Administrator will provide Defense Counsel with the account information so that Defendant may wire the PAGA Gross Settlement Amount.

ii. No later than ten (10) calendar days after the Effective Date, Defendant shall provide the Administrator a list of Aggrieved Employees ("Aggrieved Employee List") containing their (1) name; (2) last known home address; (3) social security number; and (4) the number of Pay Periods worked as a non-exempt employee of Defendant during the PAGA Period for each Aggrieved Employee.

iii. Within ten (10) calendar days after the Effective Date, Defendant shall wire the

PAGA Gross Settlement Amount to Administrator.

iv. Within ten (10) calendar days of receipt of the PAGA Gross Settlement Amount, the Administrator will distribute, consistent with the terms of this Agreement and the Court's order approving the Settlement, all Individual PAGA Payments to Aggrieved Employees, the LWDA PAGA Payment to the LWDA, Plaintiff's General Release Payment, the Administration Costs approved by the Court to the Administrator, and the PAGA Counsel's Fees and Costs approved by the Court to PAGA Counsel.

VII. SETTLEMENT ADMINISTRATION

The Administrator, on Defendant's behalf, shall have the authority and obligation to make payments, credits, and disbursements, including payments and credits in the manner set forth herein, to Aggrieved Employees calculated in accordance with the methodology set out in this Agreement and orders of the Court. The Parties agree to cooperate in the settlement administration process and to make all reasonable efforts to control and minimize the cost and expenses incurred in administration of the Settlement. The Parties each represent they do not have any financial interest in the Administrator. The Administrator shall be responsible for: (i) processing and mailing payments to Plaintiff, Plaintiff's Counsel, Aggrieved Employees, and the LWDA, along with the "Notice of PAGA Action Settlement"; (ii) providing declaration(s) as necessary in support of approval of this Settlement including a signed declaration attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve, its competency, its operative procedures for protecting the security of Aggrieved Employee List, its amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance, all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA, and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; and (iii) any other tasks as the Parties mutually agree or the Court orders the Administrator to perform. The Administrator shall keep the Parties timely apprised of the performance of all Administrator responsibilities. Any legally mandated tax reports, tax forms, tax filings, or other tax documents required by administration of this Agreement shall be prepared by the Administrator. Any expenses incurred in connection with such preparation shall be a cost of administration of the Settlement.

VIII. DUTIES OF THE PARTIES PRIOR TO APPROVAL

Promptly upon execution of this Agreement, the Parties shall jointly apply to the Court for an Order and Judgment seeking approval of the Settlement via joint stipulation and any related documents. Plaintiff's Counsel shall draft the Joint Stipulation. If the Court requires a motion, then Plaintiff shall file a Motion for Approval of PAGA Representative Action Settlement. Plaintiff, by and through her Counsel, shall draft any such motion, and Defendant agrees not to oppose such motion other than to the extent it deviates from this Agreement, provided that Defendant is given a reasonable opportunity to review the draft motion or joint stipulation and provide input on its contents. In addition, Plaintiff shall be responsible for providing timely notice of the Settlement to the LWDA in accordance with California Labor Code section 2699(1)(2).

IX. PARTIES' AUTHORITY

The Parties hereto hereby warrant and represent that they are fully authorized to enter into this Agreement and bind themselves hereto to the terms and conditions hereof. The Parties separately warrant and represent that they have authorized their respective Counsel to take all appropriate action required or permitted to be taken pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

X. MUTUAL FULL COOPERATION

The Parties agree to fully cooperate with each other to accomplish the terms of this Agreement, including, but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Agreement and the terms set forth herein. As soon as practicable after execution of this Agreement, Plaintiff shall, with the assistance and cooperation of Defendant and its counsel, take all necessary steps to secure the approval of this Agreement from the Court. The Parties and their counsel shall not to take any action to encourage any Aggrieved Employees to object to the Settlement.

XI. NO PRIOR ASSIGNMENTS

The Parties hereto represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein. None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Aggrieved Employee, PAGA Counsel (which includes Plaintiff's Counsel), or Defense Counsel without the express written consent of each other Party and their respective counsel. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement, and shall not be construed to confer any right or to avail any remedy to any other person.

XII. NO ADMISSION

Nothing contained herein is, nor is the consummation of this Agreement to be construed or deemed to be, an admission of liability, culpability, negligence, or any wrongdoing on the part of Defendant or any of the Releasees. Each of the Parties hereto has entered into this Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience and expense. Defendant denies that it or any other Releasee has engaged in any unlawful activity, that it has failed to comply with the law in any respect, or that it has any liability to anyone under the claims asserted in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or shall be construed as an admission of liability or wrongdoing by Defendant or any Releasee.

XIII. NON-EVIDENTIARY USE

Whether or not the Effective Date occurs, neither this Agreement nor any of its terms nor the Agreement itself shall be: (a) construed as, offered, or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendant or any other of the Releasees, including but not limited to, evidence of a presumption, concession, indication, or admission by Defendant or by any of the Releasees of any liability, fault, wrongdoing, omission, concession, or damage, or (b) disclosed, referred to, or offered in evidence against Defendant or against any of the Releasees in any further proceeding in the Action, or any other civil, criminal, or administrative action or proceeding except for the purposes of effectuating the Agreement pursuant to this Agreement or for Defendant to establish that an Aggrieved Employee has resolved any of his/her claims released through this Agreement.

XV. ATTORNEYS' FEES, COSTS, AND EXPENSES

Except as specifically set forth herein in Section XIX(g) below, each Party shall bear their own fees, costs, and expenses, taxable or otherwise, incurred by them arising out of the Action for attorneys, experts, and consultants, and shall not seek reimbursement thereof from any other party to this Agreement.

XVI. CONSTRUCTION

The Parties hereto agree that the terms and conditions of this Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that this Agreement constitutes the entire agreement between Plaintiff (on behalf of herself and all other Aggrieved Employees) and Defendant regarding actual or potential claims asserted by Plaintiff against Releasees. Excluding any Arbitration or Confidentiality Agreement executed by Plaintiff with Defendant, if any, both of which will remain in full force and effect, this Agreement supersedes all prior agreements, written or oral, between or among the Parties regarding those claims or potential claims and the resolution of those claims. Consequently, no other agreement, statement, or promise made by one Party to another as to any matter addressed in this Agreement shall be binding or valid.

XVII. CAPTIONS AND INTERPRETATIONS

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

XVIII. MODIFICATION AND WAIVERS

This Agreement may not be amended, changed, altered, or modified, except in writing and signed by the Parties (or their successors-in-interest) hereto. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto. Any failure by any Party to insist upon the strict performance by the other Party of any provision of this Agreement shall not be deemed a waiver of future performance of the same provisions or of any other provisions of this Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any provision of this Agreement.

XIX. MISCELLANEOUS

a. The Parties represent and warrant that they are not currently aware of any class, representative or other collective action in any other California court that asserts what they consider to be claims related to the Action, nor are counsel currently aware of any persons who have expressed any interest in pursuing such litigation or seeking any recovery against Defendant or any Releasee for same. Plaintiff's Counsel represents that they do does not not represent any other current or former employees of Defendant in connection with any actual or contemplated claims, charges, or complaints against the Defendant or any Releasee.

b. This Agreement contains the entire agreement between the Parties relating to the settlement of the Released PAGA Claims and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing. The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to 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 of the other Parties, 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 that would alter or change the terms of this Agreement. No representations, warranties, or inducements have been made to any Party concerning this Agreement other than those expressly set forth or referred to herein.

c. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors, and assigns. This Agreement shall be binding on all Aggrieved Employees and the State of California who will be barred from re-litigating the Released PAGA Claims released in this Agreement.

d. This Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties. The counterparts may be transmitted electronically, by (PDF) or by facsimile, and may be signed using DocuSign.

e. This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California, irrespective of the State of California's choice of law principles.

f. If the Parties dispute the interpretation of this Agreement, they shall first attempt to resolve the dispute informally through good faith negotiations, and if those efforts are unsuccessful, the Parties agree that disputes arising out of or relating to this Agreement will be submitted to mediation with a mutually-acceptable mediator. The Parties will equally split the costs of the mediator and the Parties will each bear their own attorneys' fees and other costs incurred.

g. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties may be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

h. The Parties have cooperated in the negotiation and preparation of this Agreement. This Agreement shall not be construed against any Party on the basis that the Party, or the Party's counsel, was the drafter or participated in the drafting of this Agreement.

i. Plaintiff and Plaintiff’s Counsel agree not to disclose or publicize the Settlement or this Agreement, including the Memorandum of Understanding, the fact of the Settlement, its terms or contents, and the negotiations underlying the Settlement, in any manner or form, directly or indirectly, to any person or entity, except potential Aggrieved Employees, and as shall be contractually required to effectuate the terms of the Settlement as set forth herein. For the avoidance of doubt, this section means Plaintiff and Plaintiff’s Counsel will not issue press releases, communicate with, or respond to any media or publication entities, publish information in manner or form, whether printed or electronic, on any medium or otherwise communicate, whether by print, video, recording or any other medium, with any person or entity concerning the Settlement, including the fact of the Settlement, its terms or contents and the negotiations underlying the Settlement, except as shall be contractually required to effectuate the terms of the Settlement as set forth herein, or to submit this Settlement to the LWDA and the Court for purposes of obtaining approval of the Settlement and in compliance with the requirements of PAGA. However, for the limited purpose of allowing Plaintiff’s Counsel to prove adequacy as PAGA counsel in other actions, or for purposes of seeking court approval of comparable wage and hour settlements, PAGA Counsel may disclose all information available in the public venue about the Action and Settlement.

j. The Los Angeles County Superior Court shall retain exclusive and continuing jurisdiction over the Action and this Agreement for this purpose of: (i) enforcing this Agreement pursuant to California Code of Civil Procedure section 664.6; (ii) addressing any claim administration matters that may arise; and (iii) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

k. Plaintiff and Plaintiff’s Counsel will destroy all confidential documents and information provided by Defendant for mediation purposes within sixty (60) calendar days of the Effective Date. Plaintiff and Plaintiff’s Counsel agree that none of the information provided by Defendant in connection with the mediation of the Action or the Settlement shall be used for any purpose outside of this litigation.

l. This Agreement shall not be subject to collateral attack by any Aggrieved Employee. Such prohibited collateral attack shall include, but not be limited to, claims that the Aggrieved Employee failed, for any reason, to timely receive his or her Individual PAGA

Payment.

m. Agreement shall become binding and enforceable upon its execution pursuant to California Code of Civil Procedure section 664.6.

THE PARTIES HAVE READ THE FOREGOING AGREEMENT. THEY HAVE CONSULTED WITH LEGAL COUNSEL REGARDING THE FOREGOING AGREEMENT AND KNOW THE CONTENTS THEREOF AND SIGN THE SAME AS THEIR FREE, KNOWING, AND VOLUNTARY ACT AND DEED, BEING FULLY AWARE OF ITS CONSEQUENCES AND ITS FINAL AND BINDING EFFECT.

APPROVED:

Dated: 5/7/2025

DocuSigned by:
Tywana Paulk
460FD1B6E1B6438...

Tywana Lanette Paulk
Plaintiff

Dated: ____________

____

Authorized Representative for
STUDENT TRANSPORTATION
OF AMERICA, INC.
Defendant

APPROVED AS TO FORM:

Dated: 5/7/25

Attorneys for Plaintiff Tywana
Lanette Paulk

Dated: ____________

____

Attorneys for Defendant
STUDENT
TRANSPORTATION OF
AMERICA, INC.

Payment.

m. Agreement shall become binding and enforceable upon its execution pursuant to California Code of Civil Procedure section 664.6.

THE PARTIES HAVE READ THE FOREGOING AGREEMENT. THEY HAVE CONSULTED WITH LEGAL COUNSEL REGARDING THE FOREGOING AGREEMENT AND KNOW THE CONTENTS THEREOF AND SIGN THE SAME AS THEIR FREE, KNOWING, AND VOLUNTARY ACT AND DEED, BEING FULLY AWARE OF ITS CONSEQUENCES AND ITS FINAL AND BINDING EFFECT.

APPROVED:

Dated: ____________________

____
Tywana Lanette Paulk
Plaintiff

Dated: 6/2/2025

____
Authorized Representative for
STUDENT TRANSPORTATION
OF AMERICA, INC.
Defendant

APPROVED AS TO FORM:

Dated: ____________________

____
Attorneys for Plaintiff Tywana Lanette Paulk

Dated: _June 2, 2025_____

Christopher W. Decker
____
Attorneys for Defendant

STUDENT TRANSPORATION OF AMERICA, INC.

EXHIBIT A

<<DATE>>

<<FIRST_ NAME>> <<LAST_ NAME>>
<<ADDRESS l>>
<<ADDRESS 2>>

Re: Payment from PAGA Settlement

Dear <<FIRST_ NAME>> <<LAST_ NAME>>:

Enclosed is your payment from the settlement of the lawsuit entitled *Tywana Lanette Paulk v. Student Transportation of America, Inc*. Los Angeles Superior Court Case No. 23STCV28820 (the "Lawsuit"). You are receiving this payment as your share of the Settlement. You have 180 days to cash or deposit the settlement check. If you do not negotiate your settlement check by on or before________, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check are sent to the Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

The Lawsuit was filed against Student Transportation of America, Inc., Mission School Transportation, Inc, Santa Barbara Transportation Corporation, and Cascade Student Transportation ("Defendants") pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (called "PAGA"). The claim was brought on behalf of the State of California and all similarly situated aggrieved employees of Defendants. You have been identified as one of the employees on whose behalf the case was brought.

The Plaintiff in the case claimed that Defendants owed penalties under PAGA for certain California Labor Code violations. Defendants deny that they did anything wrong or that they owe any penalties but nonetheless has agreed to resolve the PAGA claim raised in the Lawsuit without further court action. The parties agreed to resolve the case for employees of Mission School Transportation only, and as part of that settlement, Student Transportation of America, Inc. agreed to pay a certain amount of money categorized as PAGA penalties.

The Court approved the Settlement on __________________. Under California law, any settlement of a PAGA case results in 75 percent of the awarded PAGA penalty being paid to the State of California and 25 percent of the penalty being paid to the employees who worked during the applicable period.

In exchange for this payment, the settlement releases any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action contingent or accrued for, arising out of the PAGA claim asserted in the operative Complaint, for the period of November 21, 2022, through July 7, 2025.

This Notice summarizes the Action and the basic terms of the Settlement. For more complete information, the pleadings and other records in this litigation may be examined during regular court hours at the Los Angeles County Superior Court, located at 111 N Hill

St, Los Angeles, CA 90012, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

If you have any questions about this payment, contact the Settlement Administrator at [CONTACT]. Please note that the Settlement Administrator cannot provide tax advice.