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Attorneys for Plaintiff
JOHN CLARKE

SUPERIOR COURT OF CALIFORNIA

COUNTY OF ORANGE

JOHN CLARKE, an individual, on his own
behalf and on behalf of all others similarly
situated,

Plaintiffs,

vs.

PURPOSE DRIVEN TRANSPORT INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

**CASE NO.: 30-2024-01421145-CU-OE-
CXC**

**SUPPLEMENTAL DECLARATION OF
KEVIN LIPELES IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Judge: Hon. Melissa McCormick

Date: September 17, 2026

Time: 2:00 PM

Dept.: CX 105

Complaint Filed: August 21, 2024

SUPPLEMENTAL DECLARATION OF KEVIN LIPELES

1 1. I am an attorney at law duly licensed to practice law in California and admitted to
2 practice before this Court. I am the founding attorney of Lipeles Law Group, APC, which is
3 attorney of record for Plaintiff John Clarke (“Plaintiff”) and the potential class in this lawsuit.

4 2. I am over 18 years of age. I have personal knowledge of the facts set forth in this
5 declaration and could and would testify competently thereto.

6 3. An Amendment to the Class Action and PAGA Settlement Agreement and Class
7 Notice (“Amendment”) is attached hereto as **Exhibit A**. The Amendment incorporates the changes
8 requested by the Court in its Minute Order dated April 16, 2026 (“Minute Order”).

9 4. The Parties have revised the Class Notice per the Court’s Minute Order. A final
10 version of the Supplemental Class Notice is attached hereto as **Exhibit B**.

11 5. A red-lined version of the Class Notice is attached hereto as **Exhibit C**.

12 7. The parties have revised the [Proposed] Order Granting Approval of Class Action
13 and PAGA Settlement per the Court’s Minute Order. A final PDF version of the [Proposed] Order
14 Granting Approval of Class Action and PAGA Settlement is attached hereto as **Exhibit D**.

15 8. A red-lined version of the [Proposed] Order Granting Approval of Class Action and
16 PAGA Settlement is attached hereto as **Exhibit E**. A final Word version of the [Proposed] Order is
17 attached hereto as **Exhibit F**.

18 9. Plaintiff has provided the estimated high, low and average class payments and also
19 the high and low PAGA payments. *See* Declaration of Jodey Lawrence, ¶¶ 24-25.

20 10. Plaintiff has stated the total compensation that is anticipated that he will receive,
21 which includes the amount of his class payment and PAGA payment. *Id.*, ¶ 26. Plaintiff did not
22 receive any individual settlement.

23 11. Defendant is paying the settlement in installments due to its financial condition.
24 Defendant has provided a declaration attesting to its financial condition and supporting
25 establishment of a payment plan. Further, Defendant has attached admissible evidence of its
26 financial condition. *See generally* Declaration of Ron Petz and Declaration of Hon. Mitchel
27 Goldberg.

12. The Court requested the following amendments to the Settlement Agreement which have been made in the Amendment:

A. Definition of Released Parties

The Parties have amended the “Released Parties” provision of section 1.42 of the Settlement Agreement to omit unrelated, unidentified and/or ambiguous third parties. Amendment, §II.1.

B. Response Deadline

The Parties have amended the “Response Deadline” in section 1.44 to include disputes. Amendment, §II.2.

C. Release of Claims

The Parties have amended section 5, the “Release of Claims” to include “Aggrieved Employees” after “Class Members” and before “and Class Counsel.” Amendment, §II.3.

D. Release by Participating Class Members

The Parties have amended section 5.2, “Release by Participating Class Members” to remove the “(i).” Amendment, §II.4.

E. Release by Aggrieved Employees

The Parties have amended section 5.3, “Release by Aggrieved Employees” to replace “All Non-Participating Class Members and Participating Class Members who are Aggrieved Employees” with “Aggrieved Employees.” Amendment, §II.5.

F. Challenges to Calculations of Workweeks/PAGA Pay Periods

The Parties have amended the last sentence of section 7.6, “Challenges to Calculations of Workweeks, PAGA Pay Periods” to state: “(i) the parties shall file with the court all disputes submitted by class members, the evidence submitted, and the resolution of the disputes, and (ii) although the settlement administrator may make the initial decision regarding claim disputes, the court may review any decision made by the settlement administrator regarding a claim dispute.”

The Parties have also similarly amended section 7.8.4 of the Settlement Agreement and the last sentence of section 4(3) of the Class Notice. Amendment, §II.8; Supp. Class Notice, paragraph

4(3).

G. Escalator Clause

The Parties have amended section 8.1 of the Settlement Agreement, the Escalator Clause, omitting the third sentence therein. Amendment, §II.11.

H. Attorneys' Fees

Plaintiff's Counsel accepts the Court's reduction of their requested fees to 30% of the Gross Settlement Amount.

I. Litigation Costs

Plaintiff has provided an itemized list of the costs incurred to date. A true and correct copy of Plaintiff's itemized costs incurred to date is attached hereto as **Exhibit G**.

J. Plaintiff's Enhancement Award

Since Plaintiff is not receiving any individual settlement (*see* paragraph 10 above), Plaintiff requests that the Court grant him an enhancement award in the amount of \$10,000.00.

K. Requests for Exclusion/Objections to the Settlement

The Parties have amended sections 7.5.1 ("Requests for Exclusions (Opt-outs") and 7.7.2 ("Objections to the Settlement") of the Settlement Agreement to be accompanied by a separate one-page exclusion form and separate one-page objection form, respectively. The Parties have also deleted the following language from the second sentence of section 7.5.1 "or his/her representative". Additionally, the Parties have amended section 7.5.2 (even though the Court did not request that) since it also referenced Requests for Exclusion. Amendment, §II.6.

L. Website, Email Address and Toll-Free Number

The Parties have amended section 7.8.1 of the Settlement Agreement to include various documents that the Court wants posted on the administrator's website, such as the Operative Complaint, Settlement Agreement, any amendments to the Settlement Agreement, the Class Notice and any included forms, the Preliminary Approval Order, the Final Approval Order and the Judgment. Additionally, the Parties have specified that the Judgment shall be posted on the administrator's website for 180 days. Amendment, §II.10.

13. Defendant has filed the Declaration of Alexander M. Medina which states that counsel is not aware of any class, representative or other collective action in any court that asserts claims similar to those asserted in this Action. *See* Declaration of Alexander M. Medina filed concurrently herewith.

14. Plaintiff has concurrently filed the Declaration of Jodey Lawrence Concerning Qualifications and Experience of Phoenix Class Action Administrations Solutions. *See generally*, Declaration of Jodey Lawrence Concerning Qualifications and Experience of Phoenix Class Action Administrations Solutions.

15. The Parties have revised the Class Notice in accordance with the Court's Minute Order, nos. 19-34. The Parties have included a separate one-page exclusion form and a separate one-page objection form. Supp. Class Notice, section 4(3) (including forms). As stated in Plaintiff's Motion for Preliminary Approval, the Class Notice will be in English only since all Class Members speak English. *See* Plaintiff's Motion for Preliminary Approval at page 9, lines 12-13.

16. The Parties have modified the Class Notice to match alterations to the Settlement Agreement.

17. Attached hereto as **Exhibit H** is a copy of Plaintiff's April 20, 2024, LWDA notice letter.

18. On March 10, 2026, my office uploaded the proposed Settlement Agreement and the original filing papers in support of preliminary approval to the LWDA through the State of California, Department of Industrial Relations Website at <https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>. A true and correct copy of the submission confirmation email is attached hereto as **Exhibit I**.

19. On August 25, 2026, my office uploaded the supplemental filing papers in support of preliminary approval to the LWDA through the State of California, Department of Industrial Relations Website at <https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>. A true and correct copy of the submission confirmation email is attached hereto as **Exhibit J**.

1 20. The Parties have also made the following amendments that were not required by the
2 Court: The Parties have amended section 3.2.2 of the Settlement Agreement to increase the amount
3 of Class Counsel's Litigation Expenses Payment from \$12,000.00 to \$14,000.00 due to increased
4 economist expert costs. Similarly, the Parties have revised section 3.2.A. of the Class Notice to
5 reflect the increased amount of litigation expenses. Amendment, §II.15; Supp. Class Notice, para.
6 3.2.A.

7 21. Jasmine Badawi, Esq.'s name, state bar number and email address are removed from
8 the caption page of the Settlement Agreement because she no longer works at Lipeles Law Group,
9 APC. Her name is also removed from section 1.7 of the Settlement Agreement and paragraph 1 of
10 the Class Notice. Amendment, §II.13; Supp. Class Notice, para. 1.

11 22. The zip code for Lipeles Law Group, APC on the caption page is amended to read
12 "90254."

13 23. The zip code for Lipeles Law Group, APC in section 12.17 is amended to read
14 "90254."

15 I declare under penalty of perjury that the foregoing is true and correct. Executed on August
16 26, 2026, in Hermosa Beach, California.

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18 _____
19 KEVIN A. LIPELES
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EXHIBIT A

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Attorneys for Defendant
PURPOSE DRIVEN TRANSPORT INC.

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

JOHN CLARKE, an individual, on his own
behalf and on behalf of all others similarly
situated,

Plaintiffs,

vs.

PURPOSE DRIVEN TRANSPORT INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

**CASE NO.: 30-2024-01421145-CU-OE-
CXC**

**AMENDMENT TO CLASS ACTION AND
PAGA SETTLEMENT AGREEMENT
AND CLASS NOTICE**

Judge: Hon. Melissa McCormick

Date: September 17, 2026

Time: 2:00 PM

Dept.: CX 105

Complaint Filed: August 21, 2024

Pursuant to the Court’s Minute Order dated April 16, 2026, the Parties hereby enter into this written amendment to the Class Action and PAGA Settlement Agreement and Class Notice (“Settlement Agreement”).

This amendment (“Amendment”) to the Settlement Agreement is made and entered into by and between Plaintiff John Clarke (“Plaintiff”), individually and on behalf of the proposed Settlement Class and Defendant Purpose Driven Transport Inc. (“Defendant”) (collectively with Plaintiff, the “Parties”), pursuant to section 12.9 of the Settlement Agreement, which provides: “This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.”

This Amendment incorporates by reference all terms and conditions of the Settlement Agreement. Except for those specific terms and conditions that this Amendment modifies, all Settlement Agreement terms and conditions will remain effective and enforceable. Any inconsistencies or differences between this Amendment and the Settlement Agreement will be interpreted and construed in favor of this Amendment. The Amendment does not impact, alter, and/or revise any other provisions of the Settlement Agreement not delineated below.

I. RECITALS

1. Plaintiff filed his Motion for Preliminary Approval on March 10, 2026.
2. At the April 16, 2026 hearing on Plaintiff’s Motion for Preliminary Approval, the Court held that portions of the Settlement Agreement must be amended.
3. The Parties believe that the amendments set forth below fully address and incorporate the Court’s concerns with the Settlement Agreement.
4. The Parties have met and conferred and have agreed to amend the Settlement Agreement as suggested by the Court and outlined herein.

II. AMENDMENTS

1 1. Section 1.42 shall be modified, amended and replaced by this Amendment to read as
2 follows: "Released Parties" means: Defendant and its former and present shareholders, owners,
3 officers, directors, predecessors, successors, and assigns.

4 2. Section 1.13 shall be modified, amended and replaced by this Amendment to read as
5 follows: "Class Period" means the period from August 21, 2020 through October 15, 2025.

6 3. Section 1.44 shall be modified, amended and replaced by this Amendment to read as
7 follows: "Response Deadline" means 60 days after the Administrator mails Notice to Class
8 Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a)
9 fax, email, or mail Requests for Exclusion from the Settlement, (b) fax, email, or mail his or her
10 Objection to the Settlement, or (c) challenge the number of Class Workweeks and PAGA Pay
11 Periods. Class Members to whom Class Notices are resent after having been returned undeliverable
12 to the Administrator shall have an additional 14 calendar days beyond the expired Response
13 Deadline.

14 4. Section 5 shall be modified, amended and replaced by this Amendment to read as
15 follows: RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire
16 Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the
17 Individual Class Payments, Plaintiff, Class Members, Aggrieved Employees and Class Counsel
18 will release claims against all Released Parties as follows:

19 5. Section 5.2 shall be modified, amended and replaced by this Amendment to read as
20 follows: All Participating Class Members, on behalf of themselves and their respective former and
21 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release
22 Released Parties from all claims that were alleged, or reasonably could have been alleged, based on
23 the facts stated in the Operative Complaint and that occurred or accrued at any time during the
24 Class Period, including, any and all claims involving any alleged: (a) failure to pay all wages due;
25 (b) failure to pay premium overtime wages due; (c) failure to pay minimum wages; (d) failure to
26 provide timely off duty meal periods; (e) failure to provide timely off duty rest periods; (f) failure
27 to maintain records and provide accurate itemized wage statements; (g) failure to pay wages due

1 upon termination; (h) failure to reimburse business expenses; (i) failure to pay all sick leave wages
2 when due; (j) failure to allow inspection of employment records and (k) unfair competition. Except
3 as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other
4 claims, including claims for vested benefits, wrongful termination, violation of the Fair
5 Employment and Housing Act, unemployment insurance, disability, social security, workers'
6 compensation, or claims based on facts occurring outside the Class Period.

7 6. Section 5.3 shall be modified, amended and replaced by this Amendment to read as
8 follows: All Aggrieved Employees are deemed to release, on behalf of themselves and their
9 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
10 and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or
11 reasonably could have been alleged, based on the facts stated in the Operative Complaint, and the
12 PAGA Notice arising during the PAGA Period, including, any and all claims involving any alleged
13 (a) failure to pay all wages due; (b) failure to pay premium overtime wages due; (c) failure to pay
14 minimum wages; (d) failure to provide timely off duty meal periods; (e) failure to provide timely
15 off duty rest periods; (f) failure to maintain records and provide accurate itemized wage statements;
16 (g) failure to pay wages due upon termination; (h) failure to reimburse business expenses; (i)
17 failure to pay all sick leave wages when due; and (j) failure to allow inspection of employment
18 records.

19 7. Section 7.5.1 shall be modified, amended and replaced by this Amendment to read
20 as follows: Class Members who wish to exclude themselves (opt-out of) the Class Settlement must
21 send the Administrator, by fax, email, or mail, a signed written Request for Exclusion Form not
22 later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for
23 Class Members whose Class Notice is re-mailed). The Request for Exclusion Form is a form from
24 a Class Member that reasonably communicates the Class Member's election to be excluded from
25 the Settlement and includes the Class Member's name, address and email address or telephone
26 number. To be valid, the Request for Exclusion Form must be timely faxed, emailed, or
27 postmarked by the Response Deadline.

28 8. Section 7.5.2 shall be modified, amended and replaced by this Amendment to read
as follows: The Administrator may not reject a Request for Exclusion Form as invalid because it

1 fails to contain all the information specified in the Request for Exclusion Form. The Administrator
2 shall accept any Request for Exclusion Form as valid if the Administrator can reasonably ascertain
3 the identity of the person as a Class Member and the Class Member's desire to be excluded. The
4 Administrator's determination shall be final and not appealable or otherwise susceptible to
5 challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion
6 Form, the Administrator may demand additional proof of the Class Member's identity. The
7 Administrator's determination of authenticity shall be final and not appealable or otherwise
8 susceptible to challenge.

9 9. Section 7.6 shall be modified, amended and replaced by this Amendment to read as
10 follows: Challenges to Calculation of Workweeks/PAGA Pay Periods. Each Class Member shall
11 have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class
12 Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and
13 PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member
14 may challenge the allocation by communicating with the Administrator via fax, email or mail. The
15 Administrator must encourage the challenging Class Member to submit supporting documentation.
16 In the absence of any contrary documentation, the Administrator is entitled to presume that the
17 Workweeks/PAGA Pay Periods contained in the Class Notice are correct so long as they are
18 consistent with the Class Data. Regarding the Administrator's determination of each Class
19 Member's allocation of Workweeks and/or Pay Periods, (i) the parties shall file with the court
20 disputes submitted by class members, the evidence submitted, and the resolution of the disputes,
21 and (ii) although the settlement administrator may make the initial decision regarding claim
22 disputes, the Court may review any decision made by the settlement administrator regarding a
23 claim dispute. The Administrator shall promptly provide copies of all challenges to calculation of
24 Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's
25 determination of the challenges.

26 10. Section 7.7.2 shall be modified, amended and replaced by this Amendment to read
27 as follows: Participating Class Members may send their written Objection Form to the
28 Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear
in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval

Hearing. A Participating Class Member who elects to send a written Objection Form to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

11. Section 7.8.1 shall be modified, amended and replaced by this Amendment to read as follows: The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Operative Complaint, Settlement Agreement, any amendments to the Settlement Agreement, the Class Notice and any included forms, the Preliminary approval Order, the Final Approval Order and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails. The Judgment will be posted on the Administrator's website for 180 days.

12. Section 7.8.4 shall be modified, amended and replaced by this Amendment to read as follows: Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make initial decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. Regarding the Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods, (i) the parties shall file with the court disputes submitted by class members, the evidence submitted, and the resolution of the disputes, and (ii) although the settlement administrator may make the initial decision regarding claim disputes, the Court may review any decision made by the settlement administrator regarding a claim dispute.

13. Section 8.1 shall be modified, amended and replaced by this Amendment to read as follows: Defendant represents that there are approximately 7,400 workweeks worked by Class Members during the Class Period. If the number of Workweeks worked by Class Members during the Class Period is in fact more than 7,400 (*i.e.*, at least 7,401 Class Workweeks), then the Gross Settlement Amount shall increase by Twenty-Two Dollars Exactly (\$22.00) per Class Workweek above 7,400. Under no other circumstances shall Defendant be required to pay more than the GSA plus any employer-side taxes except as provided for in this section. This is a material representation for Plaintiff to enter into this Settlement.

14. The zip code for Lipeles Law Group, APC on the caption page is amended to read “90254.”

15. Jasmine Badawi, Esq.’s name, state bar number and email address are removed from the caption page of the Settlement Agreement because she no longer works at Lipeles Law Group, APC. Her name is also removed from section 1.7 of the Settlement Agreement and paragraph 1 of the Class Notice.

16. The zip code for Lipeles Law Group, APC in section 12.17 is amended to read “90254.”

17. The amount of Class Counsel’s Litigation Expenses Payment is increased from \$12,000.00 to \$14,000.00 in section 3.2.2 of the Settlement Agreement.

18. Section 1.32 shall be modified, amended and replaced by this Amendment to read as follows: “PAGA Period” means the period from August 21, 2023 to October 15, 2025.

III. OTHER TERMS

1. Except as specifically amended herein, the Settlement Agreement shall remain in full force and effect and is hereby ratified and confirmed.

2. The Amendment shall be governed by and construed in accordance with the laws of the State of California.

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

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4 DATED: August 22 , 2026

**PLAINTIFF AND CLASS
REPRESENTATIVE:**

John Clarke
John Clarke (Aug 22, 2026 17:37:58 PDT)

JOHN CLARKE

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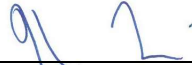
DEFENDANT:

PURPOSE DRIVEN TRANSPORT INC.

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22 **APPROVED AS TO FORM:**

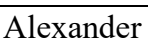
DATED: August 21, 2026

**CLASS COUNSEL:
LIPELES LAW GROUP, APC**

By: 
Kevin A. Lipeles
Thomas H. Schelly
Attorneys for Plaintiff
JOHN CLARKE

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28 DATED: __ __, 2026

**COUNSEL FOR DEFENDANT:
MEDINA MCKELVEY LLP**

By: 
Alexander M. Medina
Eric M. Lloyd
Attorneys for Defendant
PURPOSE DRIVEN TRANSPORT
INC.

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**PLAINTIFF AND CLASS
REPRESENTATIVE:**

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JOHN CLARKE

DATED: 8/21/2026

DEFENDANT:

DocuSigned by:

Ron Petz

0608227C200A43C

PURPOSE DRIVEN TRANSPORT INC.

APPROVED AS TO FORM:

DATED: __ __, 2026

**CLASS COUNSEL:
LIPELES LAW GROUP, APC**

By: Kevin A. Lipeles
Thomas H. Schelly
Attorneys for Plaintiff
JOHN CLARKE

DATED: August 21, 2026

**COUNSEL FOR DEFENDANT:
MEDINA MCKELVEY LLP**

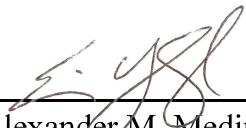
By: 
Alexander M. Medina
Eric M. Lloyd
Attorneys for Defendant
PURPOSE DRIVEN TRANSPORT
INC.

EXHIBIT B

**SUPPLEMENTAL COURT APPROVED NOTICE OF CLASS ACTION AND PAGA
SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL**

John Clarke v. Purpose Driven Transport Inc.,
Orange County Superior Court Case No. 30-2024-01421145-CU-OE-CXC

The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action and PAGA lawsuit (“**Action**”) against Purpose Driven Transport Inc., a California corporation, (“**Defendant**”) for alleged wage and hour violations. The Action was filed by a former employee of Defendant, John Clarke (“**Plaintiff**”) and seeks (1) payment of back wages and other relief for a class of hourly, non-exempt employees who worked for Defendant during the Class Period (August 21, 2020, through October 15, 2025) (“**Class Members**”); and (2) penalties under the California Private Attorneys General Act (“**PAGA**”) for all hourly employees who worked for Defendant during the PAGA Period (August 21, 2023 through October 15, 2025) (“**Aggrieved Employees**”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“**LWDA**”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [insert pro-rata share of class payment] (less withholding) and your Individual PAGA Payment is estimated to be \$ [insert pro-rata share of PAGA payment]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records, you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked [insert number] workweeks** during the Class Period and **you worked [insert number] PAGA Pay Periods** during the PAGA Period. If you believe that you worked more workweeks or PAGA Pay Periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“**Class Counsel**”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion Form. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement, that is, Released Claims (defined below).
You Can Opt Out of the Class Settlement but not the PAGA Settlement The Opt-Out Deadline is [insert date]	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion Form. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement. Written Objections must be submitted by [insert date].	All Class Members who do not opt-out (" Participating Class Members ") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [insert date] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [insert date]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods. Written Challenges Must be Submitted by [insert date].	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many PAGA Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [insert date]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay for all hours worked, overtime, minimum wages, wages due upon termination, reimbursable expenses, failing to provide meal periods, rest periods, failing to issue accurate itemized wage statements, to pay sick leave wages and failing to allow inspection of employment records. Based on the same claims, Plaintiff has also asserted a claim for unfair competition (Cal. Bus. & Prof. Code § 17200) and civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“**PAGA**”). Plaintiff is represented by attorneys in the Action: Kevin A. Lipeles and Thomas H. Schelly, of Lipeles Law Group, APC (“**Class Counsel**”).

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

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

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a written settlement agreement (“**Agreement**”) and Amendment and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel believe the Settlement is fair because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Defendant Will Pay \$163,000.00 as the Gross Settlement Amount (“**Gross Settlement**”). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorneys’ fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“**LWDA**”). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement as follows: Defendant shall deposit the Gross Settlement (including the amount of any increase to the Gross Settlement pursuant to the Escalator Clause) and the employer’s side of payroll taxes on the portion allocated as wages with the Administrator as follows:

- a. Seventeen (17) installment payments of Five Thousand Dollars exactly (\$5,000.00) per month, due by the Fifteenth (15th) of each month, starting on July 15, 2026. If the judgment is not Final by July 1, 2026, then the first \$5,000.00 installment payment shall be due on the Fifteenth (15th) day of the month after the month during which the judgment becomes Final.
- b. Thirteen (13) installment payments of Six Thousand Dollars exactly (\$6,000.00) per month, due by the Fifteenth (15th) of each month, commencing after payment of the

Seventeenth (17th) monthly installment payment of \$5,000.00.

c. If the Gross Settlement Amount increases pursuant to Paragraph 8 of the Agreement and Amendment, then Defendant shall pay, starting on the Fifteenth (15th) of the month after the month during which the Thirteenth (13th) \$6,000.00 installment payment is made, a monthly installment payment of no more than Six Thousand Dollars (\$6,000.00) per month until the Gross Settlement is fully funded.

d. Defendant shall pay the full amount of the employer's taxes for the portion of the Settlement allocated to the settlement of wage claims no later than the Fifteenth (15th) of the month after the month during which the Gross Settlement is fully funded.

Should the due date for any payment fall on a holiday, weekend, or other date on which Defendant's bank is closed, then the due date for the payment shall be continued to the following regular business day.

The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

A. Up to \$57,050.00 (35% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$14,000.00 for their litigation expenses.

B. Up to \$5,750.00.00 to the Administrator for services administering the Settlement.

C. \$10,000.00 for PAGA Penalties, allocated 65% to the LWDA PAGA Payment and 35% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

D. Up to \$10,000 to the named plaintiff John Clarke for service to the Action.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("**Wage Portion**") and 80% to interest and penalties ("**Non-Wage Portion**"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any

advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check are sent to the California Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [insert date], that you wish to opt-out. The easiest way to notify the Administrator is to send the written and signed Request for Exclusion Form by the [insert date] Response Deadline. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

8. Administrator. The Court has appointed a neutral company, Phoenix Class Action Administration Solutions (the "**Administrator**"), to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 ("How Can I Get More Information?") of this Notice.

9. Participating Class Members' Release. The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and that occurred or accrued at any time during the Class Period, including, any and all claims involving any alleged: (a) failure to pay all wages due; (b) failure to pay premium overtime wages due; (c) failure to pay minimum wages; (d) failure to provide timely off duty meal periods; (e) failure to provide timely off duty rest periods; (f) failure to maintain records and provide accurate itemized wage statements; (g) failure to pay wages due upon termination; (h) failure to reimburse business expenses; (i)

failure to pay all sick leave wages when due; and (j) failure to allow inspection of employment records and (k) unfair competition.

Except as set forth in Section 5.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees' PAGA Release.

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, and the PAGA Notice arising during the PAGA Period, including, any and all claims involving any alleged (a) failure to pay all wages due; (b) failure to pay premium overtime wages due; (c) failure to pay minimum wages; (d) failure to provide timely off duty meal periods; (e) failure to provide timely off duty rest periods; (f) failure to maintain records and provide accurate itemized wage statements; (g) failure to pay wages due upon termination; (h) failure to reimburse business expenses; (i) failure to pay all sick leave wages when due; and (j) failure to allow inspection of employment records.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$3,500.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until [insert date] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 ("How Can I Get More Information?") of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. Regarding the Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods, (i) the parties shall file with the court disputes submitted by class members, the evidence submitted, and

the resolution of the disputes, and (ii) although the settlement administrator may make the initial decision regarding claim disputes, the Court may review any decision made by the settlement administrator regarding a claim dispute. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

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

Submit a completed written Request for Exclusion Form with your name, present address, telephone number, etc. The Administrator will exclude you based on the completed Request for Exclusion Form. Be sure to personally sign your request, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [insert date], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending the written Objection Form to the Administrator is [insert date].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you include your name, current address, telephone number, and sign the Objection Form. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [insert date] at [insert time] in Department CX105 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. You can attend (or hire a lawyer to attend) either personally or virtually via ZoomgovMeeting (<https://www.occourts.org/divisions/civil/civil-appearance-procedure-and-information>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website XXXX beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Operative Complaint, Agreement, any amendments, the Class Notice and any included forms, the orders granting preliminary and final approval and the Judgment or any other Settlement documents is to go to the Administrators's website at XXXX. The Judgment will be posted on the Administrator's website for 180 days. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to <https://www.occourts.org/online-services/case-access> and entering the Case Number for the Action, Case No. 30-2024-01421145-CU-OE-CXC.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

LIPELES LAW GROUP, APC
Kevin A. Lipeles, Esq. (kevin@kallaw.com)
Thomas H. Schelly, Esq. (thomas@kallaw.com)
1060 Aviation Blvd., Suite 100
Hermosa Beach, California 90254
Telephone: (310) 322-2211

Settlement Administrator:

Phoenix Settlement Administrators
Mailing Address: P.O. Box 7208

Orange, CA 92863
Telephone: (800) 523-5773
Email: info@phoenixclassaction.com

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the California Controller's Unclaimed Property Fund (https://www.sco.ca.gov/search_upd.html) for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

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

John Clarke v. Purpose Driven Transport Inc.
Orange County Superior Court Case No. 30-2024-01421145-CU-OE-CXC

**IF YOU WANT TO BE INCLUDED IN THIS CLASS ACTION SETTLEMENT
AND BE ELIGIBLE FOR A SHARE OF THE SETTLEMENT PROCEEDS,
DO NOT FILL OUT THIS FORM.**

To opt-out of the settlement, you must complete, sign and send this form by fax, email, or first-class U.S. Mail or equivalent, postage paid, to the Administrator using the contact information listed below. To be valid, a request for exclusion must be timely emailed, or postmarked on or before **12/15/2026**.

Phoenix Class Action Administration Solutions
Clarke v. Purpose Driven Transport
 CLASS ACTION ADMINISTRATOR
 P.O. Box 7208
 Orange, CA 92863
 Telephone: (800) 523-5773
 Email: info@phoenixclassaction.com

Please fill in all of the following information (type or print):

NAME (First, Middle, Last): _____
STREET ADDRESS: _____
CITY, STATE, ZIP CODE: _____
FORMER NAMES (if any): _____
TELEPHONE NUMBERS: Home: _____ and/or Mobile: _____
EMAIL ADDRESS (if available): _____
LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER: _____

IT IS STRONGLY RECOMMENDED THAT YOU RETAIN PROOF OF MAILING THIS FORM POST-MARKED, FAXED, OR EMAILED ON OR BEFORE [REDACTED], 2026.

I declare as follows: I have received notice of the proposed Settlement in this action, and I wish to be excluded from the Class and not to participate in the proposed Settlement. I understand that this means that I will not be bound by the Settlement and also will not share in the Settlement proceeds. I understand that exclusion from the Class Settlement will not result in exclusion from the PAGA portion of the Settlement. If I am an Aggrieved Employee under the Settlement, I will still receive an Individual PAGA Payment.

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

Signed: _____ Date: _____
Print Name: _____

John Clarke v. Purpose Driven Transport Inc.
Orange County Superior Court Case No.: 30-2024-01421145-CU-OE-CXC

IF YOU DO NOT OBJECT TO THE SETTLEMENT, DO NOT SUBMIT THIS FORM. THE ADMINISTRATOR WILL SEND THIS OBJECTION AND ANY SUPPORTING DOCUMENTS TO THE ATTORNEYS FOR THE PARTIES. THE ATTORNEYS FOR THE PARTIES WILL FILE THE OBJECTION WITH THE COURT.

If you wish to object to the Settlement, you may complete this Objection Form and state the basis for your objection. Include any and all evidence and supporting papers (including, without limitation, all briefs, written evidence, and declarations) that you would like the Court to consider. You must send your Objection Form by fax, email, or first-class U.S. Mail or equivalent, postage paid, to the Settlement Administrator using the contact information listed below. To be valid, a written objection must be timely emailed, or postmarked on or before [REDACTED], **2026**, and mailed to Phoenix Class Action Administration Solutions, *Clarke v. Purpose Driven Transport*, CLASS ACTION ADMINISTRATOR, P.O. Box 7208, Orange, CA 92863, Email: info@phoenixclassaction.com

Please fill in all of the following information (type or print):

[] I OBJECT to the *Clarke v. Purpose Driven Transport Inc.* Settlement on the following grounds (if additional space necessary, please include additional sheets of paper):

Date: _____

EXHIBIT C

SUPPLEMENTAL COURT APPROVED NOTICE OF CLASS ACTION AND PAGA
SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

John Clarke v. Purpose Driven Transport Inc.,
Orange County Superior Court Case No. 30-2024-01421145-CU-OE-CXC

The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action and PAGA lawsuit (“**Action**”) against Purpose Driven Transport Inc., a California corporation, (“**Defendant**”) for alleged wage and hour violations. The Action was filed by a former employee of Defendant, John Clarke (“**Plaintiff**”) and seeks (1) payment of back wages and other relief for a class of hourly, non-exempt employees who worked for Defendant during the Class Period (August 21, 2020, through ~~December 31~~October 15, 2025) (“**Class Members**”); and (2) penalties under the California Private Attorneys General Act (“**PAGA**”) for all hourly employees who worked for Defendant during the PAGA Period (August 21, 2023 through ~~December 31~~October 15, 2025) (“**Aggrieved Employees**”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“**LWDA**”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [insert pro-rata share of class payment] (less withholding) and your Individual PAGA Payment is estimated to be \$ [insert pro-rata share of PAGA payment]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records, you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked [insert number] workweeks** during the Class Period and **you worked [insert number] PAGA Pay Periods** during the PAGA Period. If you believe that you worked more workweeks or PAGA Pay Periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“**Class Counsel**”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion ~~Form or otherwise notifying the Administrator in writing~~. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement, that is, Released Claims (defined below).
You Can Opt Out of the Class Settlement but not the PAGA Settlement The Opt-Out Deadline is [insert date]	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion Form. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement. Written Objections must be submitted by [insert date].	All Class Members who do not opt-out (" Participating Class Members ") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [insert date] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [insert date] . You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods. Written Challenges Must be Submitted by [insert date].	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many PAGA Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [insert date] . See Section 4 of this Notice.

1 **1. WHAT IS THE ACTION ABOUT?**

2 Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California
3 labor laws by failing to pay for all hours worked, overtime, minimum wages, wages due upon termination,
4 reimbursable expenses, failing to provide meal periods, rest periods, failing to issue accurate itemized
5 wage statements, to pay sick leave wages and failing to allow inspection of employment records. Based
6 on the same claims, Plaintiff has also asserted a claim for unfair competition (Cal. Bus. & Prof. Code §
17200) and civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et
seq.) (“**PAGA**”). Plaintiff is represented by attorneys in the Action: Kevin A. Lipeles and, Thomas H.
Schelly and Jasmine Badawi, of Lipeles Law Group, APC (“**Class Counsel**”).

7 Defendant ~~strongly~~ denies violating any laws or failing to pay any wages and contends they
8 complied with all applicable laws.

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

10 So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits.
11 In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve
12 the Action by negotiating to end the case by agreement (settle the case) rather than continuing the
13 expensive and time-consuming process of litigation. The negotiations were successful. By signing a
14 lengthy written settlement agreement (“**Agreement**”) and Amendment and agreeing to jointly ask the Court
15 to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have
16 negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the
17 proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit
any violations or concede the merit of any claims. Plaintiff and Class Counsel ~~strongly~~ believe the
Settlement is fair a good deal for you because they believe that: (1) Defendant has agreed to pay a fair,
reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of
continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved
Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate,
authorized this Notice, and scheduled a hearing to determine Final Approval.

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

- 19 1. Defendant Will Pay \$163,000.00 as the Gross Settlement Amount (“**Gross Settlement**”).
20 Defendant has agreed to deposit the Gross Settlement into an account controlled by the
21 Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the
22 Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment,
23 Class Counsel’s attorneys’ fees and expenses, the Administrator’s expenses, and penalties to be
24 paid to the California Labor and Workforce Development Agency (“**LWDA**”). Assuming the
Court grants Final Approval, Defendant will fund the Gross Settlement as follows: Defendant
shall deposit the Gross Settlement (including the amount of any increase to the Gross Settlement
pursuant to the Escalator Clause) and the employer’s side of payroll taxes on the portion allocated
as wages with the Administrator as follows:

- 25 a. Seventeen (17) installment payments of Five Thousand Dollars exactly (\$5,000.00) per
26 month, due by the Fifteenth (15th) of each month, starting on July 15, 2026. If the
27 judgment is not Final by July 1, 2026, then the first \$5,000.00 installment payment shall
28 be due on the Fifteenth (15th) day of the month after the month during which the judgment
becomes Final.
- b. Thirteen (13) installment payments of Six Thousand Dollars exactly (\$6,000.00) per

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month, due by the Fifteenth (15th) of each month, commencing after payment of the Seventeenth (17th) monthly installment payment of \$5,000.00.

c. If the Gross Settlement Amount increases pursuant to Paragraph 8 of the Agreement and Amendment, then Defendant shall pay, starting on the Fifteenth (15th) of the month after the month during which the Thirteenth (13th) \$6,000.00 installment payment is made, a monthly installment payment of no more than Six Thousand Dollars (\$6,000.00) per month until the Gross Settlement is fully funded.

d. Defendant shall pay the full amount of the employer's taxes for the portion of the Settlement allocated to the settlement of wage claims no later than the Fifteenth (15th) of the month after the month during which the Gross Settlement is fully funded.

Should the due date for any payment fall on a holiday, weekend, or other date on which Defendant's bank is closed, then the due date for the payment shall be continued to the following regular business day.

The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

A. Up to \$57,050.00 (35% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$142,000.00 for their litigation expenses.

A. ~~Up to \$57,050.00 (35% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$142,000.00 for their litigation expenses.~~ To date, Class Counsel have worked and incurred expenses on the Action without payment.

B. Up to \$5,750.00.00 to the Administrator for services administering the Settlement.

C. ~~Up to \$10,000.00~~ for PAGA Penalties, allocated 65% to the LWDA PAGA Payment and 35% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

D. Up to \$10,000 to the named plaintiff John Clarke for service to the Action.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("**Wage Portion**") and 80% to interest and penalties ("**Non-Wage Portion**"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA

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Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check are sent to the California Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than **[insert date]**, that you wish to opt-out. The easiest way to notify the Administrator is to send thea written and signed Request for Exclusion Form by the **[insert date]** Response Deadline. ~~The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement.~~ Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

8. Administrator. The Court has appointed a neutral company, Phoenix Class Action Administration Solutions (the "**Administrator**"), to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 ("How Can I Get More Information?") of this Notice.

- ~~9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period~~

1 ~~facts, as alleged in the Action and resolved by this Settlement.~~

2 9. The Participating Class Members will be bound by the following release:

3 All Participating Class Members, on behalf of themselves and their respective former and
4 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release
5 Released Parties from ~~(+)~~ all claims that were alleged, or reasonably could have been alleged,
6 based on the facts stated in the Operative Complaint and that occurred or accrued at any time
7 during the Class Period, including, any and all claims involving any alleged: (a) failure to pay
8 all wages due; (b) failure to pay premium overtime wages due; (c) failure to pay minimum
9 wages; (d) failure to provide timely off duty meal periods; (e) failure to provide timely off duty
rest periods; (f) failure to maintain records and provide accurate itemized wage statements; (g)
failure to pay wages due upon termination; (h) failure to reimburse business expenses; (i)
failure to pay all sick leave wages when due; and (j) failure to allow inspection of employment
records and (k) unfair competition.

10 Except as set forth in Section 5.3 of the Settlement Agreement, Participating Class Members do
11 not release any other claims, including claims for vested benefits, wrongful termination,
12 violation of the Fair Employment and Housing Act, unemployment insurance, disability, social
security, workers' compensation, or claims based on facts occurring outside the Class Period.

13 ~~10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendant has~~
14 ~~paid the Gross Settlement (and separately paid the employer side payroll taxes), all Aggrieved~~
15 ~~Employees will be barred from asserting PAGA claims against Defendant, whether or not they~~
16 ~~exclude themselves from the Settlement. This means that all Aggrieved Employees, including~~
17 ~~those who are Participating Class Members and those who opt out of the Class Settlement, cannot~~
18 ~~sue, continue to sue, or participate in any other PAGA claim against Defendant or their related~~
19 ~~entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.~~
20 ~~The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are~~
21 ~~as follows:~~

22 10.
23 All ~~Participating and Non-Participating Class Members who are~~ Aggrieved Employees are
24 deemed to release, on behalf of themselves and their respective former and present
25 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released
26 Parties from all claims for PAGA penalties that were alleged, or reasonably could have been
27 alleged, based on the facts stated in the Operative Complaint, and the PAGA Notice arising
28 during the PAGA Period, including, any and all claims involving any alleged (a) failure to pay
all wages due; (b) failure to pay premium overtime wages due; (c) failure to pay minimum wages;
(d) failure to provide timely off duty meal periods; (e) failure to provide timely off duty rest
periods; (f) failure to maintain records and provide accurate itemized wage statements; (g)
failure to pay wages due upon termination; (h) failure to reimburse business expenses; (i) failure
to pay all sick leave wages when due; and (j) failure to allow inspection of employment records.

25 **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

- 26 1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a)
27 dividing the Net Settlement Amount by the total number of Workweeks worked by all
28 Participating Class Members, and (b) multiplying the result by the number of Workweeks worked
by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$3,500.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.

3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until insert date to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 ("How Can I Get More Information?") of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. Regarding the Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods, (i) the parties shall file with the court disputes submitted by class members, the evidence submitted, and the resolution of the disputes, and (ii) although the settlement administrator may make the initial decision regarding claim disputes, the Court may review any decision made by the settlement administrator regarding a claim dispute. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

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5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

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

Submit a completed written Request for Exclusion Form and signed letter with your name, present address, telephone number, etc. and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on the completed Request for Exclusion Form any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as John Clarke v. Purpose Driven Transport Inc. (Orange County Superior Court Case No. 30-2024-01421145-CU-OE-CXC), and include your identifying

information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [insert date], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. ~~At least 16 days before the [insert date] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website XXXX or the Court's website at <https://www.occourts.org/online-services/case-access>~~

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending the written Objection Form objections to the Administrator is [insert date].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you ~~identify the Action *John Clarke v. Purpose-Driven Transport Inc.* (Orange County Superior Court Case No. 30-2024-01421145-CU-OE-CXC) and~~ include your name, current address, telephone number, ~~and approximate dates of employment for Defendant,~~ and sign the Objection Form. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [insert date] at [insert time] in Department CX1054 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. ~~The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision.~~ You can attend (or hire a lawyer to attend) either personally or virtually via ZoomgovMeeting (<https://www.occourts.org/divisions/civil/civil-appearance-procedure-and-information>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website XXXX beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

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EXHIBIT D

SUPERIOR COURT

COUNTY OF SAN FRANCISCO

JOHN CLARKE, an individual, on his own
behalf and on behalf of all others similarly
situated,

Plaintiffs,

vs.

PURPOSE DRIVEN TRANSPORT INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

CASE NO.: 30-2024-01421145-CU-OE-CXC

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Complaint Filed: August 21, 2024

On ____, 2026, the unopposed Motion for Preliminary Approval of Class Action and
PAGA Settlement, filed by Plaintiff John Clarke (“Plaintiff”) came on regularly in Department CX
105 of the above-captioned court, Hon. Melissa McCormick, presiding.

Having fully reviewed Plaintiff’s Motion for Preliminary Approval of Class Action and
PAGA Settlement and the supporting Memorandum of Points and Authorities, the Declaration of
Kevin Lipeles, the Declaration of John Clarke, the Class Action and PAGA Settlement Agreement
and Class Notice (“Settlement Agreement”), the Class Notice (which is attached as Exhibit A to the
Settlement Agreement), the Amendment To Class Action and PAGA Settlement Agreement and
Class Notice (“Amendment”), the Supplemental Class Notice (including Request for Exclusion
Form and Objections Form), the Supplemental Declaration of Kevin Lipeles, the Declaration of
Eric M. Lloyd, the Declaration of Jodey Lawrence, the Declaration of the Hon. Mitchel Goldberg
(Ret.) and the Declaration of Ron Petz, THE COURT HEREBY MAKES THE FOLLOWING
FINDINGS AND ORDERS:

After conducting informal discovery and negotiating at arm’s-length, Plaintiff and
Defendant have arrived at what the Court finds to be a fair, adequate and equitable settlement of all
claims encompassed by Plaintiff’s FAC.

The Court finds on a preliminary basis that the Settlement Agreement, Amendment and the
Supplemental Class Notice (including the forms in English) which are attached hereto as **Exhibits
1 and 2, respectively**, appear to be within the range of reasonableness of a settlement which could
ultimately be given final approval by the Court. The Court notes that Defendant has agreed to pay
One Hundred Sixty Three Thousand Dollars and No Cents (\$163,000.00) (“Gross Settlement
Amount”) to the putative class as settlement in full of past claims, with no reversion to Defendant
Purpose Driven Transport Inc. (“Defendant”) of any settlement monies remaining after all Class
Members are paid, as more specifically described in the Settlement Agreement. Any settlement
checks which remain uncashed upon the expiration of 180 days of issuance will be cancelled and
funds associated with such cancelled checks, will be remitted to the California State Controller’s

Office, Unclaimed Property Division in the name of the Participating Class Member for who the funds are designated. The Court also notes that out of the Gross Settlement Amount, Defendant has agreed to pay up to Fifty Seven Thousand Fifty Dollars and No Cents (\$57,050.00) as attorneys' fees ("Class Counsel Fees Payment"), costs up to Fourteen Thousand Dollars and No Cents (\$14,000.00) ("Class Counsel Litigation Expenses Payment"), up to Ten Thousand Dollars and No Cents (\$10,000.00) as a Class Representative Service Payment to the Named Plaintiff ("Class Representative Service Payments"), and approximately Five Thousand Seven Hundred Fifty Dollars and No Cents (\$5,750.00) to Phoenix Class Action Administration Solutions ("Phoenix") to administer the settlement ("Administration Expenses Payment").

It appears to the Court on a preliminary basis that the Settlement Agreement and Amendment are fair and reasonable when balanced against the probable outcome of further litigation relating to class certification, liability and damages issues and potential appeal. It further appears that significant investigation, research, and informal discovery have been conducted such that counsel for the parties at this time are able to reasonably evaluate their respective positions. It further appears that settlement at this time will avoid substantial costs, delay and risks that would be presented by the further prosecution of the litigation. It further appears that the Settlement Agreement and Amendment have been reached as the result of intensive, serious and non-collusive negotiations between the parties.

ACCORDINGLY, GOOD CAUSE APPEARING, THE MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT IS HEREBY GRANTED.

The Court hereby orders that the putative class of "all individuals whom Defendant classified as non-exempt employees and who worked for Defendant in California at any time between August 21, 2020 through October 15, 2025" shall be conditionally certified for settlement purposes only. "Aggrieved Employee" means all individuals whom Defendant classified as hourly, non-exempt employees and who worked for Defendant in California at any time during the PAGA Period (August 21, 2023 to October 15, 2025.) The Court finds that the proposed Supplemental Class Notice (and forms) fairly and adequately advises Class Members of: the conditional

certification for settlement purposes only; the preliminary Court approval of the proposed Settlement Agreement and Amendment; the date of the Final Fairness and Approval Hearing; the terms of the proposed settlement and the benefits available to Class Members; and the Class Members' rights to opt out or object to their share of the Settlement Amount, and the timing and procedures for doing so. The Court further finds the Supplemental Class Notice clearly comports with all constitutional requirements, including those of due process.

ACCORDINGLY, GOOD CAUSE APPEARING, THE COURT HEREBY APPROVES THE PROPOSED NOTICE TO THE CLASS MEMBERS.

For purposes of the Settlement Agreement and Amendment only, this litigation is hereby CERTIFIED as a class action pursuant to California Code of Civil Procedure Section 382.

The Court hereby preliminarily APPOINTS Kevin Lipeles, Esq. and Thomas Schelly, Esq. as Class Counsel. The Named Plaintiff John Clarke is approved as a class representative for the settlement class.

The mailing to the last known addresses of Settlement Class Members as specifically described within the Settlement Agreement and Amendment constitutes an effective method of notifying Settlement Class Members of their rights with respect to the proposed settlement.

ACCORDINGLY, THE COURT HEREBY ORDERS the following settlement approval schedule:

No later than twenty-one (21) days of the Preliminary Approval Order	Deadline for Defendant to provide Class Data containing the names, last-known addresses, etc., of Class Members to the Administrator. Stip. at ¶4.2.
No later than three (3) business days after receipt of the Class Data	Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data. Stip. at ¶ 7.4.1.
Within fourteen (14) calendar days after receiving the Class Data from Defendant	Administrator shall mail Class Members the Supplemental Class Notice. Stip. at ¶ 7.4.2.

Not later than three (3) business days after the Administrator receives a Supplemental Class Notice returned by the USPS as undelivered	Administrator shall re-mail the Supplemental Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, Administrator shall conduct a Class Member Address Search and re-mail the Supplemental Class Notice to the most current address obtained. Stip. at ¶ 7.4.3.
Not later than 5 calendar days after the expiration of the Response Deadline	Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); and (b) the names of Class Members who have submitted invalid Requests for Exclusion. Stip. at ¶ 7.8.2.
No later than sixty (60) calendar days after the Administrator mails the Supplemental Class Notice to Class Members	Deadline for Class Members’ request for exclusion from the settlement to be sent to the Administrator. Stip. at ¶ 1.44.
No later than sixty (60) calendar days after the Administrator mails the Supplemental Class Notice to Class Members	Deadline for Class Members to object to the Settlement. Stip. at ¶ 1.44.
Response Deadline	The date sixty (60) calendar days after the Administrator mails the Supplemental Class Notice to Class Members and the last date on which Class Members may postmark requests for exclusion or objections to the Settlement. Stip. at ¶ 1.44.
No later than fourteen (14) calendar days from the re-mailing or sixty (60) calendar days from the date of initial mailing, whichever is later	Class Members who received a re-mailed Supplemental Class Notice shall have their Response Deadline extended. Stip. at ¶ 1.44.
Effective Date	The date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is

	filed or other judicial review is commenced, the day after the appellate court affirms the Judgment and issues a remittitur. Stip. at ¶ 1.19.
Starting on July 15, 2026 and continuing thereafter. If the judgment is not Final by July 1, 2026, then the first \$5,000.00 installment payment shall be due on the Fifteenth (15th) day of the month after the month during which the judgment becomes Final.	Defendant shall fund the Gross Settlement Amount plus Defendant's share of employer-side payroll taxes by providing them to the Administrator via installment payments. Stip. at ¶ 4.3.
Within thirty (30) calendar days of Defendant's full funding of the Gross Settlement Amount	Administrator will pay the Individual Settlement Payments to Participating Class Members, Individual PAGA Payments, Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Administration Expenses Payment, the LWDA PAGA Payment and the Class Representative Service Payment. Stip. at ¶ 4.4.
Within sixty (60) calendar days of the postmark of the Supplemental Class Notice, or as extended in the case of a re-mailed Supplemental Class Notice, an additional fourteen (14) calendar days	Settlement Class Members must submit any disputes regarding their workweeks information used to calculate the Individual Settlement Payment or PAGA Settlement Amount. Stip. at ¶¶ 7.4.4, 7.6.
Within seven (7) days of receiving a returned check	Administrator will re-mail all returned checks to USPS forwarding address provided or to an address ascertained through the Class Member Address Search. Stip. at ¶ 4.4.2.
No later than twenty-one (21) court days before the Final Approval Hearing	Administrator shall serve on Class Counsel and Defense Counsel, a declaration for filing in support of Plaintiff's Motion for Final Approval. Stip. at ¶ 7.8.5.

IT IS FURTHER ORDERED that the Final Fairness and Approval Hearing shall be held at _____ on February 22, 2027 or March 1, 2027, in Department CX 105 of the Superior Court for the State of California, County of Orange, located at 700 W. Civic Center Drive, Santa Ana, CA 92701, to consider the good faith, fairness, adequacy and reasonableness of the proposed Settlement Agreement and Amendment preliminarily approved by this Order Granting Preliminary Approval, and to consider Plaintiff's application for Class Counsel Fees Payment, Class Counsel

Litigation Expenses Payment and Class Representative Service Payment. Any party to this case, including Class Members, in person or by counsel, may be heard, to the extent allowed by the Court, in support of or in opposition to the Court's determination of the good faith, fairness, reasonableness and adequacy of the proposed Settlement Agreement, including the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment. Plaintiff's Motion for Final Approval shall be filed at least 16 court days before the final approval hearing. The Court expressly reserves the right to adjourn or continue the Final Fairness and Approval Hearing from time to time without further notice to Class Members.

IT IS FURTHER ORDERED that, pending final determination of whether the proposed Settlement Agreement and Amendment should be granted final approval, the Plaintiff and all members of the putative class, either directly or representatively, or in any other capacity, shall not commence or prosecute any action or proceeding asserting any of the Released Claims against any of the Released Parties, as defined in the Settlement Agreement and Amendment.

IT IS FURTHER ORDERED that if for any reason the Court does not execute and file an Order of Final Approval, or if the Final Order and Dismissal does not occur for any reason whatsoever, the Settlement Agreement and Amendment and the proposed settlement that is the subject of this Order, and all evidence and proceedings had in connection therewith, shall be without prejudice to the status quo ante rights of the parties to the litigation, as more specifically set forth in the Settlement Agreement and Amendment.

IT IS FURTHER ORDERED that the Settlement Agreement and Amendment shall not be construed as an admission or evidence of either liability or the appropriateness of class certification in the non-settlement context, as more specifically set forth in the Settlement Agreement and Amendment.

IT IS FURTHER ORDERED that, pending further order of this Court, all proceedings in this matter except those contemplated herein and in the Settlement Agreement and Amendment are stayed.

IT IS FURTHER ORDERED that the parties and the settlement administrator shall carry

out their duties and obligations in accordance with the terms of the Settlement Agreement and
1 Amendment.

2 IT IS FURTHER ORDERED that the Court retains jurisdiction to enforce the Settlement
3 pursuant to Civil Procedure Code section 664.6.

4 IT IS SO ORDERED.

5
6 Dated: _____

Honorable Melissa McCormick
Judge of the Superior Court

EXHIBIT E

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

JOHN CLARKE, an individual, on his own
behalf and on behalf of all others similarly
situated,

Plaintiffs,

vs.

PURPOSE DRIVEN TRANSPORT INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

CASE NO.: 30-2024-01421145-CU-OE-CXC

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION [AND PAGA](#) SETTLEMENT**

Complaint Filed: August 21, 2024

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION [AND PAGA](#)
SETTLEMENT

1 On ____, 2026, the unopposed Motion for Preliminary Approval of Class Action [and](#)
2 [PAGA](#) Settlement, filed by Plaintiff John Clarke (“Plaintiff”) came on regularly in Department CX
3 1054 of the above-captioned court, Hon. Melissa McCormick, presiding.

4 Having fully reviewed Plaintiff’s Motion for Preliminary Approval of Class Action [and](#)
5 [PAGA](#) Settlement and the supporting Memorandum of Points and Authorities, the Declaration of
6 Kevin Lipeles, the Declaration of John Clarke, the Class Action and PAGA Settlement Agreement
7 and Class Notice (“Settlement Agreement”), the Class Notice (which is attached as Exhibit A to the
8 Settlement Agreement), [the Amendment To Class Action and PAGA Settlement Agreement and](#)
9 [Class Notice \(“Amendment”\), the Supplemental Class Notice \(including Request for Exclusion](#)
10 [Form and Objections Form\), the Supplemental Declaration of Kevin Lipeles, the Declaration of](#)
11 [Alexander MedinaEric M. Lloyd, the Declarations of Jodey Lawrence, the Declaration of the Hon.](#)
12 [Mitchel Goldberg \(Ret.\) and the Declaration of —Ron Petz,](#) THE COURT HEREBY MAKES
13 THE FOLLOWING FINDINGS AND ORDERS:

14 ~~Plaintiff and his counsel filed this class-action lawsuit alleging that Defendant Purpose~~
15 ~~Driven Transport Inc., (“Defendant”) failed to pay its non-exempt employees all wages due,~~
16 ~~overtime, minimum wages, sick leave wages afford them meal/rest breaks and reimburse business~~
17 ~~expenses. These Labor Code violations also resulted in Defendant issuing inaccurate wage~~
18 ~~statements to class members and failing to pay all wages due upon termination of employment to~~
19 ~~class members who are former employees. Plaintiff alleged on a class basis that the foregoing~~
20 ~~violated California’s Unfair Competition Law, Business and Professions Code §§17200, et seq.~~
21 ~~Further, Plaintiff alleged that Defendant was liable for PAGA remedies pursuant to California~~
22 ~~Labor Code §2699.~~

23 ~~On August 21, 2024, Plaintiff John Clarke commenced this Action (Case No. 30-2024-~~
24 ~~01421145-CU-OE-CXC) by filing a complaint alleging causes of action against Defendant for (1)~~
25 ~~failure to pay all wages due (Cal. Lab. Code §§ 204, 210; IWC Wage Order No. 9); (2) failure to~~
26 ~~pay overtime (Cal. Lab. Code §§ 510, 1198; IWC Wage Order No. 9); (3) failure to pay minimum~~
27 ~~wages (Cal. Lab. Code §§ 1194, 1194.2, 1997, 1197.1, 1198; IWC Wage Order No. 9); (4) failure~~

to provide timely off-duty meal periods (Cal. Lab. Code §§ 226.7, 512; IWC Wage Order No. 9);
(4) failure to provide timely off-duty rest periods (Cal. Lab. Code §§ 226.7; IWC Wage Order No.
9); (6) failure to maintain records and provide accurate itemized wage statements (Cal. Lab. Code §
226); (7) failure to pay wages due upon termination (Cal. Lab. Code §§ 201–203); (8) failure to
reimburse business expenses (Cal. Lab. Code § 2802); (9) failure to pay all sick leave wages when
due (Cal. Lab. Code § 246); (10) failure to allow inspection of employment records (Cal. Lab. Code
§ 1198.5); and (11) unfair competition (Cal. Bus. & Prof. Code §§ 17200 et seq.). On October 25,
2024, Plaintiff John Clarke filed a First Amended Complaint (“FAC”) adding a claim for civil
penalties pursuant to the Private Attorneys General Act (PAGA) (Cal. Labor Code §§ 2699 et seq.).
The FAC is the operative complaint in the Action.

After conducting informal discovery and negotiating at arm’s-length, Plaintiff and
Defendant have arrived at what the Court finds to be a fair, adequate and equitable settlement of all
claims encompassed by Plaintiff’s FAC.

The Court finds on a preliminary basis that the Settlement Agreement, Amendment, and the
Supplemental Class Notice (including the forms in English) which are attached as an Exhibit A to
the Declaration of Kevin Lipeles and is also attached hereto as **Exhibits 1 and 2, respectively**
(including the Class Notice in English), appears to be within the range of reasonableness of a
settlement which could ultimately be given final approval by the Court. The Court notes that
Defendant has agreed to pay One Hundred Sixty Three Thousand Dollars and No Cents
(\$163,000.00) (“Gross Settlement Amount”) to the putative class as settlement in full of past
claims, with no reversion to Defendant Purpose Driven Transport Inc. (“Defendant”) of any
settlement monies remaining after all Class Members are paid, as more specifically described in the
Settlement Agreement. Any settlement checks which remain uncashed upon the expiration of 180
days of issuance will be cancelled and funds associated with such cancelled checks, will be
remitted to the California State Controller’s Office, Unclaimed Property Division in the name of
the Participating Class Member for who the funds are designated. The Court also notes that out of
the Gross Settlement Amount, Defendant has agreed to pay up to Fifty Seven Thousand Fifty
Dollars and No Cents (\$57,050.00) as attorneys’ fees (“Class Counsel Fees Payment”), costs up to

~~Fourteen~~^{Twelve} Thousand Dollars and No Cents (\$1~~4~~²,000.00) (“Class Counsel Litigation Expenses Payment”), up to Ten Thousand Dollars and No Cents (\$10,000.00) as a Class Representative Service Payment to the Named Plaintiff (“Class Representative Service Payments”), and approximately Five Thousand Seven Hundred Fifty Dollars and No Cents (\$5,750.00) to Phoenix Class Action Administration Solutions (“Phoenix”) to administer the settlement (“Administration Expenses Payment”).

It appears to the Court on a preliminary basis that the Settlement Agreement and Amendment ~~are~~^{is} fair and reasonable when balanced against the probable outcome of further litigation relating to class certification, liability and damages issues and potential appeal. It further appears that significant investigation, research, and informal discovery have been conducted such that counsel for the parties at this time are able to reasonably evaluate their respective positions. It further appears that settlement at this time will avoid substantial costs, delay and risks that would be presented by the further prosecution of the litigation. It further appears that the Settlement Agreement and Amendment ~~have~~^{has} been reached as the result of intensive, serious and non-collusive negotiations between the parties.

ACCORDINGLY, GOOD CAUSE APPEARING, THE MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT IS HEREBY GRANTED.

The Court hereby orders that the putative class of “all individuals whom Defendant classified as non-exempt employees and who worked for Defendant in California at any time between August 21, 2020 through ~~December 31~~^{October 15}, 2025” shall be conditionally certified for settlement purposes only. “Aggrieved Employee” means all individuals whom Defendant classified as hourly, non-exempt employees and who worked for Defendant in California at any time during the PAGA Period (August 21, 2023 to ~~December 31~~^{October 15}, 2025.) The Court finds that the proposed Supplemental Class Notice (and forms) fairly and adequately advises Class Members of: the conditional certification for settlement purposes only; the preliminary Court approval of the proposed Settlement Agreement and Amendment; the date of the Final Fairness and Approval Hearing; the terms of the proposed settlement and the benefits available to Class

Members; and the Class Members' rights to opt out or object to their share of the Settlement Amount, and the timing and procedures for doing so. The Court further finds the [Supplemental](#) Class Notice clearly comports with all constitutional requirements, including those of due process.

ACCORDINGLY, GOOD CAUSE APPEARING, THE COURT HEREBY APPROVES THE PROPOSED NOTICE TO THE CLASS MEMBERS.

For purposes of the Settlement Agreement [and Amendment](#) only, this litigation is hereby CERTIFIED as a class action pursuant to California Code of Civil Procedure Section 382.

The Court hereby [preliminarily](#) APPOINTS Kevin Lipeles, Esq. ~~and~~ Thomas Schelly, Esq. ~~and Jasmine Badawi, Esq.~~ as Class Counsel. The Named Plaintiff John Clarke is approved as a class representative for the settlement class.

The mailing to the last known addresses of Settlement Class Members as specifically described within the Settlement Agreement [and Amendment](#) constitutes an effective method of notifying Settlement Class Members of their rights with respect to the proposed settlement.

ACCORDINGLY, THE COURT HEREBY ORDERS the following settlement approval schedule:

No later than twenty-one (21) days of the Preliminary Approval Order	Deadline for Defendant to provide Class Data containing the names, last-known addresses, etc., of Class Members to the Administrator. Stip. at ¶4.2.
No later than three (3) business days after receipt of the Class Data	Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data. Stip. at ¶ 7.4.1.
Within fourteen (14) calendar days after receiving the Class Data from Defendant	Administrator shall mail Class Members the Supplemental Class Notice. Stip. at ¶ 7.4.2.
Not later than three (3) business days after the Administrator receives a Supplemental Class Notice returned by the USPS as undelivered	Administrator shall re-mail the Supplemental Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, Administrator shall conduct a Class Member Address Search and re-mail the Supplemental Class Notice to the most current address obtained.

	Stip. at ¶ 7.4.3.
Not later than 5 calendar days after the expiration of the Response Deadline	Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); and (b) the names of Class Members who have submitted invalid Requests for Exclusion. Stip. at ¶ 7.8.2.
No later than sixty (60) calendar days after the Administrator mails the Supplemental Class Notice to Class Members	Deadline for Class Members’ request for exclusion from the settlement to be sent to the Administrator. Stip. at ¶ 1.44.
No later than sixty (60) calendar days after the Administrator mails the Supplemental Class Notice to Class Members	Deadline for Class Members to object to the Settlement. Stip. at ¶ 1.44.
Response Deadline	The date sixty (60) calendar days after the Administrator mails the Supplemental Class Notice to Class Members and the last date on which Class Members may postmark requests for exclusion or objections to the Settlement. Stip. at ¶ 1.44.
No later than fourteen (14) calendar days from the re-mailing or sixty (60) calendar days from the date of initial mailing, whichever is later	Class Members who received a re-mailed Supplemental Class Notice shall have their Response Deadline extended. Stip. at ¶ 1.44.
Effective Date	The date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed or other judicial review is commenced, the day after the appellate court affirms the Judgment and issues a remittitur. Stip. at ¶

	1.19.
Starting on July 15, 2026 and continuing thereafter. If the judgment is not Final by July 1, 2026, then the first \$5,000.00 installment payment shall be due on the Fifteenth (15th) day of the month after the month during which the judgment becomes Final.	Defendant shall fund the Gross Settlement Amount plus Defendant's share of employer-side payroll taxes by providing them to the Administrator via installment payments. Stip. at ¶ 4.3.
Within thirty (30) calendar days of Defendant's full funding of the Gross Settlement Amount	Administrator will pay the Individual Settlement Payments to Participating Class Members, Individual PAGA Payments, Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Administration Expenses Payment, the LWDA PAGA Payment and the Class Representative Service Payment. Stip. at ¶ 4.4.
Within sixty (60) calendar days of the postmark of the Supplemental Class Notice, or as extended in the case of a re-mailed Supplemental Class Notice, an additional fourteen (14) calendar days	Settlement Class Members must submit any disputes regarding their workweeks information used to calculate the Individual Settlement Payment or PAGA Settlement Amount. Stip. at ¶¶ 7.4.4, 7.6.
Within seven (7) days of receiving a returned check	Administrator will re-mail all returned checks to USPS forwarding address provided or to an address ascertained through the Class Member Address Search. Stip. at ¶ 4.4.2.
No later than twenty-one (21) court days before the Final Approval Hearing	Administrator shall serve on Class Counsel and Defense Counsel, a declaration for filing in support of Plaintiff's Motion for Final Approval. Stip. at ¶ 7.8.5.

IT IS FURTHER ORDERED that the Final Fairness and Approval Hearing shall be held at _____ on a ~~February 22~~[February 22](#)~~October 20~~, 2027~~6~~ or ~~March 1~~[March 1](#)~~October 27~~, 2027~~6~~, in Department CX 1054 of the Superior Court for the State of California, County of Orange, located at 700 W. Civic Center Drive, Santa Ana, CA 92701, to consider the good faith, fairness, adequacy and reasonableness of the proposed Settlement Agreement [and Amendment](#) preliminarily approved by this Order Granting Preliminary Approval, and to consider Plaintiff's application for Class Counsel

Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service

Payment. Any party to this case, including Class Members, in person or by counsel, may be heard, to the extent allowed by the Court, in support of or in opposition to the Court's determination of the good faith, fairness, reasonableness and adequacy of the proposed Settlement Agreement, including the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment. [Plaintiff's Motion for Final Approval shall be filed at least 16 court days before the final approval hearing.](#) The Court expressly reserves the right to adjourn or continue the Final Fairness and Approval Hearing from time to time without further notice to Class Members.

IT IS FURTHER ORDERED that, pending final determination of whether the proposed Settlement Agreement [and Amendment](#) should be granted final approval, the Plaintiff and all members of the putative class, either directly or representatively, or in any other capacity, shall not commence or prosecute any action or proceeding asserting any of the Released Claims against any of the Released Parties, as defined in the Settlement Agreement [and Amendment](#).

IT IS FURTHER ORDERED that if for any reason the Court does not execute and file an Order of Final Approval, or if the Final Order and Dismissal does not occur for any reason whatsoever, the Settlement Agreement [and Amendment](#) and the proposed settlement that is the subject of this Order, and all evidence and proceedings had in connection therewith, shall be without prejudice to the status quo ante rights of the parties to the litigation, as more specifically set forth in the Settlement Agreement [and Amendment](#).

IT IS FURTHER ORDERED that the Settlement Agreement [and Amendment](#) shall not be construed as an admission or evidence of either liability or the appropriateness of class certification in the non-settlement context, as more specifically set forth in the Settlement Agreement [and Amendment](#).

IT IS FURTHER ORDERED that, pending further order of this Court, all proceedings in this matter except those contemplated herein and in the Settlement Agreement [and Amendment](#) are stayed.

1 IT IS FURTHER ORDERED that the parties and the settlement administrator shall carry
2 out their duties and obligations in accordance with the terms of the Settlement Agreement and
3 Amendment.

4 IT IS FURTHER ORDERED that the Court retains jurisdiction to enforce the Settlement
5 pursuant to Civil Procedure Code section 664.6.

6 IT IS SO ORDERED.

7 Dated: _____

8 _____
9 Honorable Melissa McCormick
10 Judge of the Superior Court
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EXHIBIT F

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SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

JOHN CLARKE, an individual, on his own
behalf and on behalf of all others similarly
situated,

Plaintiffs,

vs.

PURPOSE DRIVEN TRANSPORT INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

CASE NO.: 30-2024-01421145-CU-OE-CXC

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Complaint Filed: August 21, 2024

On ____, 2026, the unopposed Motion for Preliminary Approval of Class Action and
PAGA Settlement, filed by Plaintiff John Clarke (“Plaintiff”) came on regularly in Department CX
105 of the above-captioned court, Hon. Melissa McCormick, presiding.

Having fully reviewed Plaintiff’s Motion for Preliminary Approval of Class Action and
PAGA Settlement and the supporting Memorandum of Points and Authorities, the Declaration of
Kevin Lipeles, the Declaration of John Clarke, the Class Action and PAGA Settlement Agreement
and Class Notice (“Settlement Agreement”), the Class Notice (which is attached as Exhibit A to the
Settlement Agreement), the Amendment To Class Action and PAGA Settlement Agreement and
Class Notice (“Amendment”), the Supplemental Class Notice (including Request for Exclusion
Form and Objections Form), the Supplemental Declaration of Kevin Lipeles, the Declaration of
Eric M. Lloyd, the Declaration of Jodey Lawrence, the Declaration of the Hon. Mitchel Goldberg
(Ret.) and the Declaration of Ron Petz, THE COURT HEREBY MAKES THE FOLLOWING
FINDINGS AND ORDERS:

After conducting informal discovery and negotiating at arm’s-length, Plaintiff and
Defendant have arrived at what the Court finds to be a fair, adequate and equitable settlement of all
claims encompassed by Plaintiff’s FAC.

The Court finds on a preliminary basis that the Settlement Agreement, Amendment and the
Supplemental Class Notice (including the forms in English) which are attached hereto as **Exhibits
1 and 2, respectively**, appear to be within the range of reasonableness of a settlement which could
ultimately be given final approval by the Court. The Court notes that Defendant has agreed to pay
One Hundred Sixty Three Thousand Dollars and No Cents (\$163,000.00) (“Gross Settlement
Amount”) to the putative class as settlement in full of past claims, with no reversion to Defendant
Purpose Driven Transport Inc. (“Defendant”) of any settlement monies remaining after all Class
Members are paid, as more specifically described in the Settlement Agreement. Any settlement
checks which remain uncashed upon the expiration of 180 days of issuance will be cancelled and
funds associated with such cancelled checks, will be remitted to the California State Controller’s

Office, Unclaimed Property Division in the name of the Participating Class Member for who the funds are designated. The Court also notes that out of the Gross Settlement Amount, Defendant has agreed to pay up to Fifty Seven Thousand Fifty Dollars and No Cents (\$57,050.00) as attorneys' fees ("Class Counsel Fees Payment"), costs up to Fourteen Thousand Dollars and No Cents (\$14,000.00) ("Class Counsel Litigation Expenses Payment"), up to Ten Thousand Dollars and No Cents (\$10,000.00) as a Class Representative Service Payment to the Named Plaintiff ("Class Representative Service Payments"), and approximately Five Thousand Seven Hundred Fifty Dollars and No Cents (\$5,750.00) to Phoenix Class Action Administration Solutions ("Phoenix") to administer the settlement ("Administration Expenses Payment").

It appears to the Court on a preliminary basis that the Settlement Agreement and Amendment are fair and reasonable when balanced against the probable outcome of further litigation relating to class certification, liability and damages issues and potential appeal. It further appears that significant investigation, research, and informal discovery have been conducted such that counsel for the parties at this time are able to reasonably evaluate their respective positions. It further appears that settlement at this time will avoid substantial costs, delay and risks that would be presented by the further prosecution of the litigation. It further appears that the Settlement Agreement and Amendment have been reached as the result of intensive, serious and non-collusive negotiations between the parties.

ACCORDINGLY, GOOD CAUSE APPEARING, THE MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT IS HEREBY GRANTED.

The Court hereby orders that the putative class of "all individuals whom Defendant classified as non-exempt employees and who worked for Defendant in California at any time between August 21, 2020 through October 15, 2025" shall be conditionally certified for settlement purposes only. "Aggrieved Employee" means all individuals whom Defendant classified as hourly, non-exempt employees and who worked for Defendant in California at any time during the PAGA Period (August 21, 2023 to October 15, 2025.) The Court finds that the proposed Supplemental Class Notice (and forms) fairly and adequately advises Class Members of: the conditional

certification for settlement purposes only; the preliminary Court approval of the proposed Settlement Agreement and Amendment; the date of the Final Fairness and Approval Hearing; the terms of the proposed settlement and the benefits available to Class Members; and the Class Members' rights to opt out or object to their share of the Settlement Amount, and the timing and procedures for doing so. The Court further finds the Supplemental Class Notice clearly comports with all constitutional requirements, including those of due process.

ACCORDINGLY, GOOD CAUSE APPEARING, THE COURT HEREBY APPROVES THE PROPOSED NOTICE TO THE CLASS MEMBERS.

For purposes of the Settlement Agreement and Amendment only, this litigation is hereby CERTIFIED as a class action pursuant to California Code of Civil Procedure Section 382.

The Court hereby preliminarily APPOINTS Kevin Lipeles, Esq. and Thomas Schelly, Esq. as Class Counsel. The Named Plaintiff John Clarke is approved as a class representative for the settlement class.

The mailing to the last known addresses of Settlement Class Members as specifically described within the Settlement Agreement and Amendment constitutes an effective method of notifying Settlement Class Members of their rights with respect to the proposed settlement.

ACCORDINGLY, THE COURT HEREBY ORDERS the following settlement approval schedule:

No later than twenty-one (21) days of the Preliminary Approval Order	Deadline for Defendant to provide Class Data containing the names, last-known addresses, etc., of Class Members to the Administrator. Stip. at ¶4.2.
No later than three (3) business days after receipt of the Class Data	Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data. Stip. at ¶ 7.4.1.
Within fourteen (14) calendar days after receiving the Class Data from Defendant	Administrator shall mail Class Members the Supplemental Class Notice. Stip. at ¶ 7.4.2.

Not later than three (3) business days after the Administrator receives a Supplemental Class Notice returned by the USPS as undelivered	Administrator shall re-mail the Supplemental Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, Administrator shall conduct a Class Member Address Search and re-mail the Supplemental Class Notice to the most current address obtained. Stip. at ¶ 7.4.3.
Not later than 5 calendar days after the expiration of the Response Deadline	Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); and (b) the names of Class Members who have submitted invalid Requests for Exclusion. Stip. at ¶ 7.8.2.
No later than sixty (60) calendar days after the Administrator mails the Supplemental Class Notice to Class Members	Deadline for Class Members’ request for exclusion from the settlement to be sent to the Administrator. Stip. at ¶ 1.44.
No later than sixty (60) calendar days after the Administrator mails the Supplemental Class Notice to Class Members	Deadline for Class Members to object to the Settlement. Stip. at ¶ 1.44.
Response Deadline	The date sixty (60) calendar days after the Administrator mails the Supplemental Class Notice to Class Members and the last date on which Class Members may postmark requests for exclusion or objections to the Settlement. Stip. at ¶ 1.44.
No later than fourteen (14) calendar days from the re-mailing or sixty (60) calendar days from the date of initial mailing, whichever is later	Class Members who received a re-mailed Supplemental Class Notice shall have their Response Deadline extended. Stip. at ¶ 1.44.
Effective Date	The date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is

	filed or other judicial review is commenced, the day after the appellate court affirms the Judgment and issues a remittitur. Stip. at ¶ 1.19.
Starting on July 15, 2026 and continuing thereafter. If the judgment is not Final by July 1, 2026, then the first \$5,000.00 installment payment shall be due on the Fifteenth (15th) day of the month after the month during which the judgment becomes Final.	Defendant shall fund the Gross Settlement Amount plus Defendant's share of employer-side payroll taxes by providing them to the Administrator via installment payments. Stip. at ¶ 4.3.
Within thirty (30) calendar days of Defendant's full funding of the Gross Settlement Amount	Administrator will pay the Individual Settlement Payments to Participating Class Members, Individual PAGA Payments, Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Administration Expenses Payment, the LWDA PAGA Payment and the Class Representative Service Payment. Stip. at ¶ 4.4.
Within sixty (60) calendar days of the postmark of the Supplemental Class Notice, or as extended in the case of a re-mailed Supplemental Class Notice, an additional fourteen (14) calendar days	Settlement Class Members must submit any disputes regarding their workweeks information used to calculate the Individual Settlement Payment or PAGA Settlement Amount. Stip. at ¶¶ 7.4.4, 7.6.
Within seven (7) days of receiving a returned check	Administrator will re-mail all returned checks to USPS forwarding address provided or to an address ascertained through the Class Member Address Search. Stip. at ¶ 4.4.2.
No later than twenty-one (21) court days before the Final Approval Hearing	Administrator shall serve on Class Counsel and Defense Counsel, a declaration for filing in support of Plaintiff's Motion for Final Approval. Stip. at ¶ 7.8.5.

IT IS FURTHER ORDERED that the Final Fairness and Approval Hearing shall be held at _____ on February 22, 2027 or March 1, 2027, in Department CX 105 of the Superior Court for the State of California, County of Orange, located at 700 W. Civic Center Drive, Santa Ana, CA 92701, to consider the good faith, fairness, adequacy and reasonableness of the proposed Settlement Agreement and Amendment preliminarily approved by this Order Granting Preliminary Approval, and to consider Plaintiff's application for Class Counsel Fees Payment, Class Counsel

Litigation Expenses Payment and Class Representative Service Payment. Any party to this case, including Class Members, in person or by counsel, may be heard, to the extent allowed by the Court, in support of or in opposition to the Court's determination of the good faith, fairness, reasonableness and adequacy of the proposed Settlement Agreement, including the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment. Plaintiff's Motion for Final Approval shall be filed at least 16 court days before the final approval hearing. The Court expressly reserves the right to adjourn or continue the Final Fairness and Approval Hearing from time to time without further notice to Class Members.

IT IS FURTHER ORDERED that, pending final determination of whether the proposed Settlement Agreement and Amendment should be granted final approval, the Plaintiff and all members of the putative class, either directly or representatively, or in any other capacity, shall not commence or prosecute any action or proceeding asserting any of the Released Claims against any of the Released Parties, as defined in the Settlement Agreement and Amendment.

IT IS FURTHER ORDERED that if for any reason the Court does not execute and file an Order of Final Approval, or if the Final Order and Dismissal does not occur for any reason whatsoever, the Settlement Agreement and Amendment and the proposed settlement that is the subject of this Order, and all evidence and proceedings had in connection therewith, shall be without prejudice to the status quo ante rights of the parties to the litigation, as more specifically set forth in the Settlement Agreement and Amendment.

IT IS FURTHER ORDERED that the Settlement Agreement and Amendment shall not be construed as an admission or evidence of either liability or the appropriateness of class certification in the non-settlement context, as more specifically set forth in the Settlement Agreement and Amendment.

IT IS FURTHER ORDERED that, pending further order of this Court, all proceedings in this matter except those contemplated herein and in the Settlement Agreement and Amendment are stayed.

IT IS FURTHER ORDERED that the parties and the settlement administrator shall carry

out their duties and obligations in accordance with the terms of the Settlement Agreement and
1 Amendment.

2 IT IS FURTHER ORDERED that the Court retains jurisdiction to enforce the Settlement
3 pursuant to Civil Procedure Code section 664.6.

4 IT IS SO ORDERED.

5
6 Dated: _____

Honorable Melissa McCormick
Judge of the Superior Court

EXHIBIT G

Date	Amount	Type	Matter No				Description	Payee/Vendor	Account Billable	
8/10/2026		Credit Card Detail	"03660-Clarke, John v. Purpose Driven Transport, Inc."				Filing fee	"First Legal Network, LLC"	Client	
Costs Advanced	Yes	\$61.80								
5/26/2026		Credit Card Detail	"03660-Clarke, John v. Purpose Driven Transport, Inc."				Filing fee	"First Legal Network, LLC"	Client	
Costs Advanced	Yes	\$16.25								
5/7/2026		Credit Card Detail	"03660-Clarke, John v. Purpose Driven Transport, Inc."				Filing fee	"First Legal Network, LLC"	Client	
Costs Advanced	Yes	\$16.25								
4/28/2026		Hard Cost	"03660-Clarke, John v. Purpose Driven Transport, Inc."				Inv 1420260401	Axiom Analytics LLC	Client	
Costs Advanced	Yes	\$774.00								
4/21/2026		Credit Card Detail	"03660-Clarke, John v. Purpose Driven Transport, Inc."				Filing fee	"First Legal Network, LLC"	Client	
Costs Advanced	Yes	\$56.50								
4/8/2026		Credit Card Detail	"03660-Clarke, John v. Purpose Driven Transport, Inc."				Filing fees	"First Legal Network, LLC"	Client	
Costs Advanced	Yes	\$32.50								
3/20/2026		Credit Card Detail	"03660-Clarke, John v. Purpose Driven Transport, Inc."				Filing fee	"First Legal Network, LLC"	Client	
Costs Advanced	Yes	\$81.25								
1/20/2026		Credit Card Detail	"03660-Clarke, John v. Purpose Driven Transport, Inc."				Filing fee	"First Legal Network, LLC"	Client	
Costs Advanced	Yes	\$32.50								
1/10/2026		Credit Card Detail	"03660-Clarke, John v. Purpose Driven Transport, Inc."				Filing fee	"First Legal Network, LLC"	Client	
Costs Advanced	Yes	\$15.20								
11/14/2025		Credit Card Detail	"03660-Clarke, John v. Purpose Driven Transport, Inc."				Clarke v Purpose Driven Transport	Judicate West		
Client		Costs Advanced	Yes	"\$7,050.00 "						
7/10/2025		Credit Card Detail	"03660-Clarke, John v. Purpose Driven Transport, Inc."				Filing fee	"First Legal Network, LLC"	Client	
Costs Advanced	Yes	\$15.20								
5/6/2025		Credit Card Detail	"03660-Clarke, John v. Purpose Driven Transport, Inc."				Filing fee	"First Legal Network, LLC"	Client	
Costs Advanced	Yes	\$15.20								
1/21/2025		Credit Card Detail	"03660-Clarke, John v. Purpose Driven Transport, Inc."				Filing fee	"First Legal Network, LLC"	Client	
Costs Advanced	Yes	\$15.20								
11/19/2024		Vendor Bill Detail	"03660-Clarke, John v. Purpose Driven Transport, Inc."				Todd Vollucci	SOP: Purpose Driven Transport	Inv.	
#3660 Inv 1300123		"Steno Agency, Inc."	Client	Costs Advanced	Yes	\$195.45				
11/7/2024		Credit Card Detail	"03660-Clarke, John v. Purpose Driven Transport, Inc."				Filing fee	"First Legal Network, LLC"	Client	
Costs Advanced	Yes	\$14.20								
10/15/2024		Vendor Bill Detail	"03660-Clarke, John v. Purpose Driven Transport, Inc."				Todd Vollucci	SOP: Purpose Driven Transport	Inc	
#3660 Inv 1233626		"Steno Agency, Inc."	Client	Costs Advanced	Yes	\$195.45				
10/1/2024		Vendor Bill Detail	"03660-Clarke, John v. Purpose Driven Transport, Inc."				Todd Vollucci	Jury fees #3660 Inv 1209120	"Steno	
Agency, Inc."		Client	Costs Advanced	Yes	\$287.45					
9/3/2024		Vendor Bill Detail	"03660-Clarke, John v. Purpose Driven Transport, Inc."				Todd Vollucci	Filing fee #3660 Inv 1161800	"Steno	
Agency, Inc."		Client	Costs Advanced	Yes	"\$2,022.20 "					
8/20/2024		Credit Card Detail	"03660-Clarke, John v. Purpose Driven Transport, Inc."				Clarke Department of Industrial Relations	Client		
Costs Advanced	Yes	\$75.00								

Total \$10,971.60

EXHIBIT H



880 Apollo Street, Suite 336 ♦ El Segundo, CA 90245 ♦ Voice (310) 322-2211 ♦ Fax (310) 322-2252

August 20, 2024

VIA WEBSITE UPLOAD

State of California
Labor and Workforce Development Agency

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

Purpose Driven Transport Inc.
27758 Santa Margarita Parkway, #405
Mission Viejo, CA 92691

Re: *Clarke v. Purpose Driven Transport Inc.*

Dear Purpose Driven Transport Inc.:

This office represents John Clarke. We are informing you of our representation and ask that all further communication regarding this matter be directed to our attention at the address located on this letterhead, and that no contact be made directly with our client. This letter is sent pursuant to the provisions of California Labor Code, §§2699, *et seq.*

I. FACTS & NATURE OF THE DISPUTE

This is a Class Action lawsuit Plaintiff is bringing, seeking relief for Defendant's violations of the California Business & Professions Code §§ 17200 *et seq.*, including full restitution and disgorgement of all compensation retained by Defendants as a result of their unlawful and unfair business practices, as well as injunctive relief.

This action is on behalf of Plaintiff and others similarly situated to recover wages from Defendant due to Defendant's systematic failure to pay all wages due, overtime, minimum wages, provide meal/rest breaks (or pay the statutory compensation due), to issue accurate wage statements, to pay wages on termination, to reimburse business expenses, pay sick pay and to allow inspection of employment records and unfair competition.

Plaintiff seeks compensatory, statutory, declaratory, and injunctive relief for himself and all members of the Class, to compensate these workers for the unpaid wages and to protect current

and future workers of Defendant from being subjected to similar wage theft and otherwise unlawful working conditions.

II. § 2699, ET SEQ., LABOR CODE VIOLATIONS

Our client has numerous legal claims against Purpose Driven Transport Inc. Further investigation and formal discovery will likely uncover other claims and additional facts supporting liability herein.

The details of our client's Labor Code, §2699, claims include, but are not limited to:

A. FAILURE TO PAY ALL WAGES DUE (Labor Code § 204, 210; IWC Wage Order No. 9)

Defendant was required to pay their employees for all wages due. Plaintiff and Class members were permitted to clock in for their 8:30 shifts as early as 8:00 a.m. However, Defendant made it clear to employees that they would not start to receive pay until 8:30 a.m. Defendant would assign Plaintiff and Class members work duties if they clocked in early, but would then adjust their timecards to reflect that they started their shifts at 8:30 a.m. If Plaintiff worked from 8:15 a.m. until 2:15 p.m., he would be clocked in at 8:30 a.m., but the clock out time would be left at 2:15 p.m., shorting him 15 minutes of pay.

Throughout Plaintiff's employment, Defendant failed and refused to pay compensation to Plaintiff and Class members as required by law. The foregoing wages are owed and unpaid. As a direct and proximate result of Defendants' failure and refusal to pay all wages owed, Plaintiff and Class members suffered damages in an amount to be proven at trial.

B. FAILURE TO PAY PREMIUM OVERTIME WAGES DUE (Cal. Labor Code §§ 510, 511, 1194, 1198; IWC Wage Order No. 9)

Under California law, non-exempt employees as defined by Wage Order 9, are entitled to premium wages for overtime worked. When Plaintiff and Class members clocked in for their shifts earlier than 8:30 a.m. and began working, they were not paid for their time until their shift start time; 8:30 a.m.

During this period, it was the practice and policy of Defendant to not pay employees appropriate overtime. Monies for unpaid overtime remain due and owing.

Throughout Plaintiff's employment, Defendant failed and refused to pay compensation to Plaintiff and Class members as required by law. The foregoing overtime compensation is owed and unpaid. As a direct and proximate result of Defendant's failure and refusal to pay overtime, Plaintiff and Class members suffered damages in an amount to be proven at trial.

C. FAILURE TO PROVIDE MINIMUM WAGES

(Cal. Labor Code §§1194, 1194.2, 1997, 1197.1, 1198; IWC Wage Order No. 9)

Defendant failed to satisfy minimum wage requirements. As a result of Defendant not affording proper meal/rest breaks and rounding down hours, Plaintiff and members of the Class were paid less than minimum wage. This resulted in Defendant's failure to compensate Plaintiff properly for "all hours worked" and consequently underpaid Plaintiff and Class members for the actual hours Plaintiff and Class members worked in violation of *Labor Code* §§ 1197, 1198 and IWC Wage Order No. 9.

D. FAILURE TO PROVIDE MEAL PERIODS

(Cal. Labor Code § 226.7; IWC Wage Order No. 9)

Plaintiff and Class members were routinely not afforded meal breaks and/or their meal periods were interrupted in violation of Labor Code § 226.7 and IWC Wage Order No. 9.

By virtue of Defendant's unlawful failure to provide legally compliant meal periods to Plaintiff and the Class, Plaintiff and the Class have suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff and the Class, but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

E. FAILURE TO PROVIDE REST PERIODS

(Cal. Labor Code § 226.7; IWC Wage Order No. 9)

Defendants failed to provide uninterrupted rest periods to Plaintiff and Class members as required by Labor Code § 226.7 and IWC Wage Order No. 9.

By virtue of Defendants' unlawful failure to provide uninterrupted rest periods to the Plaintiff and the Class, Plaintiff and the Class have suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff and the Class, but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

F. FAILURE TO MAINTAIN RECORDS AND PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Cal. Labor Code §226; IWC Wage Order No. 9)

Defendants intentionally and knowingly provided Plaintiff and other members of the Class with weekly itemized wage statements containing inaccurate information regarding the wages earned by Plaintiff and members of the Class in that the payments owed to Plaintiff and the members of the Class for wages for all wages due, overtime

compensation, minimum wages, meal/rest periods not afforded, sick pay, were not included in gross wages earned by Plaintiff and members of the Class.

Plaintiff and members of the Class were damaged by these failures because, among other things, the failures led them to believe that they were not entitled to wages for all wages due, overtime compensation, minimum wage compensation, pay for meal/rest periods not provided, sick pay, even though they were so entitled and these failures hindered them from determining the amounts of wages owed to them.

G. FAILURE TO PAY WAGES ON TERMINATION AND/OR RESIGNATION

(Cal. Labor Code §§201-203; IWC Wage Order No. 9)

Plaintiff and the Class were discharged and/or resigned from Defendant's employ and Defendant willfully failed to pay Plaintiff and the Class wages due them.

Plaintiff and Class members were not paid for all the wages they were owed when their employment with Defendant ended. Plaintiff and Class members are still owed wages for all wages due, overtime compensation, minimum wages, meal/rest periods not afforded, sick pay and other wages.

H. FAILURE TO REIMBURSE BUSINESS EXPENSES

(Cal. Labor Code §2802)

Defendant was aware that Plaintiff and Class members were using their personal cell phones, but failed to indemnify Plaintiff and Class members for all their business-related expenses, in accordance with Labor Code §2802. Plaintiff is informed and believes and thereon alleges that at all relevant times, Defendant maintained a practice of not reimbursing Plaintiff and Class Members for their work-related expenses that they incurred in using their personal cell phones.

Plaintiff and Class Members suffered damages in an amount, subject to proof, to the extent they were not reimbursed for all of their business-related expenses incurred in the discharge of their duties. An employer may never impose a financial burden on employees, with respect to business-related expenses, which would reduce the employees' wage rate below the minimum wage.

I. FAILURE TO PROVIDE SICK LEAVE

(Cal. Labor Code § 246)

Defendant failed to provide Plaintiff and Class members with sick leave. Defendant did not separately provide paid sick days.

Plaintiff and Class members suffered damages in an amount, subject to proof, to the extent they were not provided sick leave.

J. FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS
(Cal. Labor Code §1198.5)

On or about August 20, 2024, Plaintiff's counsel issued a written request to you for copies of his personnel records. You have failed and refused to permit Plaintiff to have access to copies of his records.

As a result of your failure and refusal to permit Plaintiff to have full access to his records, Plaintiff will seek injunctive relief and recovery of statutory penalties.

K. UNFAIR COMPETITION
(Cal. Bus. & Prof. Code §§17200 et seq.)

Defendant, through the unfair and unlawful business practices as described herein, have obtained valuable property, money and services from the Plaintiff and the Class and have deprived them of valuable rights and benefits guaranteed by law all to the detriment of Plaintiff and the Class. All the acts described are violations of, among other things, the Labor Code and applicable Industrial Commission Wage Orders, are unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive, and unscrupulous, and thereby constitute unfair and unlawful business practices in violation of Business & Professions Code §§ 17200 *et seq.*

Plaintiff and the Class are entitled to, and are, seeking such relief as may be necessary to restore to them the money and property which Defendant has acquired, or of which Plaintiff and the Class have been deprived by means of the above-described unfair and unlawful business practices.

Moreover, Plaintiff, and all other similarly aggrieved California employees, intend to seek all penalties for the violations described above. Plaintiff also intends to recover the actual wages owed to employees under the Labor Code sections that authorize such recovery, including but not limited to Labor Code §558.

III. CONCLUSION

Please take notice this letter is intended to exhaust the pre-litigation requirements set forth under California Labor Code, §§2699, *et seq.* By law, an employee alleging a violation of one of the above-referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of §2699, *et seq.*, by seeking redress in court. (Labor Code § 2699.3(a)(1).) The LWDA must then notify the employer and the employee within 33 calendar days regarding whether it intends to investigate the alleged violation. (Labor Code, §2699.3(a)(2)(B).) If the LWDA advises that it will not investigate, or if no notice is provided within 33 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code, §2699. (Labor Code, §2699.3(a)(2)(A).) It is the intention of this office to file a civil complaint and to bring the appropriate claims under Labor Code, §2699, should your office not address these matters within the proscribed time.

We write this letter subject to and without waiver of our client's rights and remedies, all of which we expressly reserve. This letter is not an express statement of all facts and circumstances concerning this matter.

Sincerely,

LIPELES LAW GROUP, APC

A handwritten signature in blue ink, appearing to read 'K. Lipeles', is positioned above the printed name.

Kevin A. Lipeles, Esq.

EXHIBIT I

From: no-reply@formassembly.com
To: [Nicole Bathon](#)
Subject: Thank you for your Proposed Settlement Submission
Date: Tuesday, March 10, 2026 11:49:54 AM

03/10/2026 11:49:00 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 03/10/2026 11:49:00 AM your Proposed Settlement was successfully processed for case number LWDA-CM-1046603-24

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT J