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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**

**JOINT SUPPLEMENTAL BRIEF IN
SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL**

[Filed concurrently with the Supplemental
Declaration of Kevin Lipeles, Declaration of
Jodey Lawrence, Declaration of Ron Petz,
Declaration of Hon. Mitchel R. Goldberg
and Declaration of Eric M. Lloyd]

Judge: Hon. Melissa R. McCormick

Date: September 17, 2026

Time: 2:00 P.M.

Dept.: CX105

Complaint Filed: August 21, 2024

1 **I. INTRODUCTION**

2 Plaintiff John Clarke (“Plaintiff”), on behalf of himself and the putative Class, and
3 Defendant Purpose Driven Transport Inc. (“Defendant”) (collectively with Plaintiff the “Parties”)
4 respectfully submit the following supplemental brief pursuant to the Court’s Minute Order dated
5 April 16, 2026 (“Minute Order”), requesting the same. The Parties have prepared an Amendment to
6 the Class Action and PAGA Settlement Agreement (“Amendment”) and prepared a supplemental
7 Class Notice (“Supp. Class Notice”) to conform to the changes required by the Minute Order. The
8 Amendment is attached to the Supplemental Declaration of Kevin Lipeles in Support of
9 Preliminary Approval (“Supp. Lipeles Decl.”), as Exhibit A. Supp. Lipeles Decl., ¶3. The
10 Supplemental Class Notice is attached to the Supplemental Declaration of Kevin Lipeles in Support
11 of Preliminary Approval as Exhibit B (final version of the Supplemental Class Notice) and Exhibit
12 C (red-lined version of the Class Notice). Supp. Lipeles Decl., ¶¶4-5. Additionally, Plaintiff has
13 revised the [Proposed] Order Granting Preliminary Approval of Class Action and PAGA
14 Settlement (“[Proposed] Order”). A clean PDF version of the [Proposed] Order is attached to the
15 Supplemental Declaration of Kevin Lipeles in Support of Preliminary Approval as Exhibit D and a
16 redlined version is attached as Exhibit E. Supp. Lipeles Decl., ¶7-8. Also, a final Word version of
17 the Proposed Order is attached as Exhibit F. *See* Supp. Lipeles Decl., ¶8. Accordingly, Plaintiff
18 requests that the Court grant preliminary approval of the proposed Settlement, approve the
19 proposed notice plan, and schedule a final approval hearing.

20 The Parties address below seriatim the points raised in the Court’s Minute Order.

21 **II. DISCUSSION**

22 **A. Service of Preliminary Filing on LWDA**

23 On March 10, 2026, Plaintiff served the LWDA with his original filing papers in support
24 of preliminary approval. Plaintiff has attached proof of service thereof to the Supplemental
25 Declaration of Kevin Lipeles in Support of Preliminary Approval. Supp. Lipeles Decl., ¶18, ex. I.

26 **B. Estimates Relating to High/Low/Average Class Payments and High/Low**
27 **PAGA Payments**

28 Plaintiff has provided the estimated high, low and average class payments and also the high

1 and low PAGA payments. *See* Declaration of Jodey Lawrence (“Lawrence Dec.”), ¶¶ 24-25.

2 **C. Plaintiff’s Total Compensation**

3 Plaintiff has stated the total compensation that is anticipated he will receive, which
4 includes the amount of his class payment and PAGA payment. Lawrence Decl., ¶ 26; Supp.
5 Lipeles Decl., ¶10. Plaintiff did not receive any individual settlement. *Id.*

6 **D. Evidence of Defendant’s Financial Situation**

7 Defendant is paying the settlement in installments due to its financial condition. Defendant
8 has provided a declaration from the mediator, a retired bankruptcy judge (the Hon. Mitchel
9 Goldberg (Ret.)), attesting to Defendant’s financial condition and supporting the establishment of
10 a payment plan. Further, Defendant has attached admissible evidence of its financial condition.
11 *See generally* Declaration of Ron Petz, exs. A-F;¹ *see also* Supp. Lipeles Decl., ¶11.

12 **E. Definition of Released Parties**

13 The Parties have amended the “Released Parties” provision of section 1.42 of the
14 Settlement Agreement to omit unrelated, unidentified and/or ambiguous third parties. Amendment,
15 §II.1; Supp. Lipeles Decl., ¶12.A.

16 **F. Response Deadline**

17 The Parties have amended the “Response Deadline” in section 1.44 to include disputes.
18 Amendment, §II.3; Supp. Lipeles Decl., ¶12.B.

19 **G. Release of Claims**

20 The Parties have amended section 5 the “Release of Claims” to include “Aggrieved
21 Employees” after “Class Members” and before “and Class Counsel.” Amendment, §II.4; Supp.
22 Lipeles Decl., ¶12.C.

23 **H. Release by Participating Class Members**

24 The Parties have amended section 5.2 the “Release by Participating Class Members” to
25 remove the “(i).” Amendment, §II.5; Supp. Lipeles Decl., ¶12.D.

26 **I. Release by Aggrieved Employees**

27 ¹ The Declaration of Ron Petz and all exhibits thereto shall be lodged with the Court pursuant to Rule of Court Rule
28 3.1302(b) given the confidential and sensitive content of the exhibits.

1 The Parties have amended section 5.3 the “Release by Aggrieved Employees” to replace
2 “All Non-Participating Class Members and Participating Class Members who are Aggrieved
3 Employees” with “Aggrieved Employees.” Amendment, §II.6; Supp. Lipeles Decl., ¶12.E.

4 **J. Challenges to Calculations of Workweeks/PAGA Pay Periods**

5 The Parties have amended the last sentence of section 7.6, “Challenges to Calculations of
6 Workweeks, PAGA Pay Periods” to state: “(i) the parties shall file with the court all disputes
7 submitted by class members, the evidence submitted, and the resolution of the disputes, and (ii)
8 although the settlement administrator may make the initial decision regarding claim disputes, the
9 court may review any decision made by the settlement administrator regarding a claim dispute.”
10 Amendment, §II.9.

11 The Parties have also similarly amended section 7.8.4 of the Settlement Agreement and the
12 second to last sentence of section 4(3) of the Class Notice. Amendment, §II.12; Supp. Class
13 Notice, section 4(3); Supp. Lipeles Decl., ¶12.F.

14 **K. Escalator Clause**

15 The Parties have amended section 8.1 of the Settlement Agreement, the Escalator Clause,
16 omitting the third sentence therein. Amendment, §II.13; Supp. Lipeles Decl., ¶12.G. Relatedly,
17 the Parties have further amended Sections 1.13 and 1.32 of the Settlement Agreement so that the
18 “Class Period” is defined as the period from August 21, 2020 to October 15, 2025, and the PAGA
19 Period is defined as the period from August 21, 2023 to October 15, 2025. Amendment, §§II.2,
20 II.18; Supp. Lipeles Decl., ¶12.G. October 15, 2025 is the last day before the workweek count
21 increased by an amount sufficient to trigger the escalator clause as originally drafted, and the
22 Parties accordingly agreed to shorten the Class Period and the PAGA Period in lieu of requiring
23 Defendant to increase the Gross Settlement Amount. Declaration of Eric M. Lloyd, ¶5.

24 **L. Attorneys’ Fees**

25 Plaintiff’s Counsel accepts the Court’s reduction of their requested fees to 30% of the
26 Gross Settlement Amount. Supp. Lipeles Decl., ¶12.H.

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Amendment, §II.8; Supp. Lipeles Decl., ¶12.K.

S. 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, Motion for Preliminary Approval, 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.11; Supp. Lipeles Decl., ¶12.L.

T. Class Notice

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); Supp. Lipeles Decl., ¶15.

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; *see also* Supp. Lipeles Decl., ¶15.

U. Proposed Order

Plaintiff has revised the Proposed Order in accordance with the Court’s Minute Order and has submitted a Word version of the Proposed Order. Plaintiff has also submitted a redlined version of the Proposed Order and a clean PDF version. Supp. Lipeles Decl., ¶¶7-8, ex. F (Word version of Proposed Order, ex. E (redlined version of Proposed Order) and ex. D (clean PDF version of Proposed Order).

V. Class Counsel

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 section 1 of the Class Notice. Amendment, §II.15; Supp. Class Notice, para. 1.; Supp. Lipeles Decl., ¶21.

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