

Kevin A. Lipeles (Bar No. 244275)
kevin@kallaw.com
Thomas H. Lipeles (Bar No. 217285)
thomas@kallaw.com
Jasmine Badawi, Esq. (Bar No. 335433)
jasmine@kallaw.com
LIPELES LAW GROUP, APC
1060 Aviation Blvd, Suite 100
Hermosa Beach, CA 90254
Telephone: (310) 322-2211
Facsimile: (310) 322-2252

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**

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

Judge: Hon. Melissa McCormick

Date: April 16, 2026

Time: 2:00 PM

Dept.: CX 105

Complaint Filed: August 21, 2024

Reservation ID: 74796049

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. I have no knowledge of the existence of any conflict of interest between me and my
7 firm and Plaintiff, on the one hand, and any Class Member, on the other hand.

8 4. Prior to filing the Complaint, Plaintiff’s Counsel conducted an initial investigation
9 of the facts and the law, and contacted potential witnesses at Defendant Purpose Driven Transport
10 Inc., (“Defendant”), in California. I comprehensively investigated the applicable law as applied to
11 the facts discovered, regarding the suitability of the action for class treatment, the claims of
12 Plaintiff, and the damages claimed by Plaintiff. These witnesses corroborated the class-wide claims
13 in Plaintiff’s complaint and supported my belief that Plaintiff was a typical non-exempt hourly-paid
14 employee and as such was subject to the same policies and procedures that gave rise to the claims
of the Class.

15 5. On August 21, 2024, Plaintiff John Clarke commenced this Action (Case No. 30-
16 2024-01421145-CU-OE-CXC) by filing a complaint alleging causes of action against Defendant
17 for (1) failure to pay all wages due (Cal. Lab. Code §§ 204, 210; IWC Wage Order No. 9); (2)
18 failure to pay overtime (Cal. Lab. Code §§ 510, 1198; IWC Wage Order No. 9); (3) failure to pay
19 minimum wages (Cal. Lab. Code §§ 1194, 1194.2, 1997. 1197.1, 1198; IWC Wage Order No. 9);
20 (4) failure to provide timely off-duty meal periods (Cal. Lab. Code §§ 226.7, 512; IWC Wage
21 Order No. 9); (4) failure to provide timely off duty rest periods (Cal. Lab. Code §§ 226.7; IWC
22 Wage Order No. 9); (6) failure to maintain records and provide accurate itemized wage statements
23 (Cal. Lab. Code § 226;); (7) failure to pay wages due upon termination (Cal. Lab. Code §§ 201–
24 203); (8) failure to reimburse business expenses (Cal. Lab. Code § 2802); (9) failure to pay all sick
25 leave wages when due (Cal. Lab. Code §246); (10) failure to allow inspection of employment
26 records (Cal. Lab. Code § 1198.5); and (11) unfair competition (Cal. Bus. & Prof. Code §§ 17200
et seq.).

1 6. On October 25, 2024, Plaintiff filed a First Amended Complaint adding a claim for
2 civil penalties pursuant to the Private Attorneys General Act (PAGA) (Cal. Labor Code §§2699 *et*
3 *seq.*).

4 7. Once the Action was filed, the Parties conducted extensive informal discovery,
5 investigation and arm's-length negotiations. Since approximately July 2024, I have conducted a
6 thorough investigation into the facts of this putative class action. The Parties exchanged and
7 analyzed voluminous pages of documents and Plaintiff reviewed many pages of documents.
8 Information and data exchanges included information concerning the total number of Class
9 Members (76), Plaintiff's personnel file, Defendant's 2025 bank statements, Defendant's 2024
10 balance sheet, 2025 Employee Handbook, IRS bills, Defendant's 2024 Profit and Loss Statement,
11 2023-2024 tax filings, spreadsheets relating to taxes owed and spreadsheets showing jobs during
12 2024-2025. The Parties agreed to participate in the cost-effective alternative of settlement.

13 8. The informal discovery process culminated in a mediation scheduled for December
14 9, 2025. In preparing for the mediation, I reviewed various information and data produced by
15 Defendant, including, *inter alia*,: (1) extensive review and analysis of relevant documents,
16 including but not limited to documents relating to Defendant's financial situation; (2) review of
17 relevant data regarding the size of the putative class; (3) detailed examination of data related to
18 Defendant's PAGA exposure; and (4) research with respect to the applicable law and the potential
19 defenses thereto.

20 9. This discovery allowed me to assess the merits and value of Plaintiff's claims, the
21 claims held by the Class Members, and Defendant's defenses.

22 10. I made calculations based on an assumed violation rate of 30% for all claims
23 asserted in the Complaint, with the exception of meal break interruptions for which Plaintiffs
24 assumed a 10% violation rate. Negotiations at the mediation were hotly contested. At the
25 settlement meeting, Defendant made the following arguments in their defense for which substantial
26 "deductions" were thought to be appropriate by Plaintiff's counsel and were applied to the
27 maximum liability amount. Defendant contended that pursuant to their written policies employees
28 were not allowed to engage in off the clock work.

11. Further, Defendant adamantly contended that it implemented a policy for when nonexempt employees were to take meal/rest breaks. Defendant argued that they have no obligation to ensure that meal/rest breaks are taken. Further, Defendant maintained that individual issues predominate and that courts routinely decline to certify meal/rest break classes.

12. Additionally, Defendant contended that employees were not required to use their cell phones. Thus, those expenses are not recoverable. Further, Defendant maintained that it complied with all sick pay laws.

13. Despite Defendant's contentions, I believed that Defendant's payment of all wages due, overtime, minimum wages, sick pay, meal/rest break and reimbursement policies and practices, violated their employees' rights to proper wage compensation, meal/rest breaks, sick leave wages and reimbursement.

14. From the data received from Defendant, Plaintiff constructed a damages model based on Defendant's exposure.

A. Failure to Pay All Wages Due/Overtime/Minimum Wage Claims¹

Plaintiff assumed that Defendant's non-exempt, hourly employees' off the clock work was 15 minutes per shift. The average wage rate for all employees during the Class Period was \$17.00 per hour. The total number of unpaid overtime hours in the statutory period was 5,920 regular hours and 2,220 overtime hours. Thus, the total amount of overtime owed equaled \$138,380.00 as of the date of mediation, December 9, 2025. $(5,920 * 17.00 + 2,220 * \$17.00)$.

B. Meal Break Claim

Regarding meal break violations (shortened and/or late), Plaintiff assumed 30% of meal breaks had violations. The average wage rate for all employees during the Class Period was \$17.00 per hour. The total number of meal break violations in the statutory period was 8,880.

According to Plaintiff's damages model, Defendant's exposure for violations relating to meal period violations, excluding interest, amounted to approximately \$150,960.00 $(8,880 * \$17.00)$.

Further, Plaintiff assumed that 10% of meal breaks were interrupted. The average wage rate

¹ Plaintiff's claims for failure to pay all wages due and minimum wages are subsumed within the overtime claim since all of the claims related to off the clock work.

for all employees during the Class Period was \$17.00 per hour. The total number of meal break interruptions was estimated to be 2,960. The total number of interruptions was calculated as follows: 29,600 (number of first meal breaks exactly 30-minutes on shifts greater than 5 hours) * 10% = 2,960 violations. Thus, the total estimated damages for interrupted meal breaks, excluding interest was \$50,320.00 (2,960 * \$17.00).

The total amount of damages for both meal break violations and interruptions is \$201,280.00.

C. Rest Break Claim

Regarding rest break violations, Plaintiff assumed a 30% violation rate and one missed rest break per shift greater than 3.5 hours. The average wage rate for all employees during the Class Period was \$17.00 per hour. The total number of rest break violations in the statutory period was 8,880.

According to Plaintiff's damages model, Defendant's exposure for non-compliant rest periods, excluding interest, amounted to approximately \$150,960.00 (8,880 * \$17.00).

D. Failure to Provide Accurate Wage Statements Claim

Concerning the wage statement claim,² the putative class was comprised of approximately 19 current employees during the one-year statutory period. There were 24 pay periods per year. The value of Plaintiff's wage statement claim was \$44,650.00, calculated as follows: Current employees (19, at the time of mediation) * \$2,350 (\$50.00 (initial violation) + \$100 (subsequent violations)) = \$44,650.00.

E. Failure to Pay Wages on Termination Claim

Concerning waiting time penalties, the putative class is comprised of approximately 114 former employees during the statutory period. Plaintiff assumed 30 days per employee at 8

² Labor Code §226(e) provides that an employee is entitled to recover \$50 for the initial pay period in which a violation of Labor Code §226 occurs and \$100 for each subsequent pay period, not to exceed \$4,000, as well as an award of costs and reasonable attorneys' fees, for all pay periods in which the employer knowingly and intentionally fails to provide accurate itemized statements to the employee causing the employee to suffer injury. There are 24 pay periods per year. The wage statement violation claim is derivative of Plaintiff's other claims and depends on the actual number of violations found to exist.

average shift hours per day, \$17.00 average rate of pay and 30 former employees each year are in the Section 203 subclass. The potential value of the waiting time penalty claim³ for the Class Members who are former employees of Defendant is \$122,400, calculated as follows: 30 employees * 8 average shift hours per day * \$17.00 * 30 days = \$122,400.00.

F. Failure to Reimburse Business Expenses Claim

Plaintiff assumed there was \$9.28⁴ of unreimbursed cell phone business expenses per week. There were 7,400 Workweeks in the Class Period through December 9, 2025.

According to Plaintiff's damages model, Defendant's exposure for unreimbursed cell phone business expenses, excluding interest, amounted to approximately \$68,672.00 (7,400 * \$9.28).

G. Failure to Pay Sick Leave Wages Claim

Plaintiff assumed that employees were denied 24 hours of sick leave over the course of their employment. The average wage rate for all employees during the Class Period was \$17.00. According to Plaintiff's damages model, Defendant's exposure for denied sick leave is \$31,008, calculated as follows: 24 * \$17.00 * 76 Class Members = \$31,008.00.

H. Damages Model

The Damages Model manifested the following conclusions concerning Defendant's exposure, excluding interest:

<u>ALLEGATION</u>	<u>LIABILITY RISK</u>
Failure to Pay All Wages Due/Overtime/Minimum Wage Claims	\$138,380.00
Rest Break Claim	\$150,960.00
Meal Break Claim (including meal break violations and interruptions)	\$201,280.00
Failure to Issue Accurate Itemized Wage Statement Claim	\$44,650.00

³ Under Labor Code 203(a), Plaintiff and the Class are entitled to one day's wages for each day he or she was not timely paid, not to exceed 30 days' wages.

⁴ Cell phone reimbursement cost: <http://www.insights.samsung.com/2022/05/16/how-much-should-you-compensate-byod-employees-for-mobile-expenses-3/>

Failure to Pay Wages on Termination Claim	\$122,400.00
Failure to Reimburse Business Expenses Claim	\$68,672.00
Failure to Pay Sick Leave Wages Claim	\$31,008.00
Total, excluding interest	\$757,350.00

The following chart shows the amount of PAGA penalties on the overtime/minimum wage and failure to pay for all hours worked claims only since based on Labor Code 2699(h)(3)(i) PAGA penalties cannot be stacked:

Number of Pay Periods in PAGA Period	925	
Number of Pay Periods in PAGA Period – Overtime/Minimum Wage/Failure to Pay for All Hours Worked	925	
PAGA Penalty for Overtime	\$92,500	\$100/\$100
Total PAGA penalties	\$92,500	

Since PAGA penalties cannot be stacked, the maximum recoverable PAGA penalties is \$92,500.00.

15. The \$163,000 proposed settlement amount represents a compromise of Defendant's liability risk. The Parties agreed to settle for \$163,000.00 with no claims process and **no reversion** to Defendant of any settlement monies remaining after all Class Members are paid.

16. On December 9, 2025, the Parties virtually attended an all-day mediation with mediator Hon. Mitchel Goldberg (Ret.). Defense counsel and I selected Hon. Mitchel Goldberg as mediator based upon his experience in mediating wage and hour class action lawsuits against defendants suffering financial hardship. Jasmine Badawi, Esq. and I, attended on behalf of Plaintiff. Alexander M. Medina, Esq. of Medina McKelvey LLP, attended on behalf of Defendant. Plaintiff also remotely attended the mediation. *See* Declaration of John Clarke ("Clarke Decl.") ¶6.

17. Discussion focused on the many disputed legal and factual issues. Counsel for both Parties analyzed the data provided by Defendant to estimate potential damages in the litigation. Arm's-length negotiations were conducted in good faith. The negotiations were lengthy and hard-fought.

18. With Hon. Mitchel Goldberg’s help, we negotiated a class-wide resolution at the mediation. After a full day of negotiations, the Parties agreed to settle for \$163,000.00 with **no reversion** to Defendant of any settlement monies remaining after all Class Members are paid.

19. The Parties negotiated a long-form agreement for over several of months before executing the Class Action and PAGA Settlement Agreement and Class Notice⁵ ("Settlement Agreement") in February 2026. A true and correct copy of the Settlement Agreement is attached hereto as **Exhibit A**.

20. I have evaluated the strengths of the class claims and assessed the range of potential outcomes of the litigation. In addition to disputing the merits of Plaintiff’s claims, Defendant would strongly challenge any request for class certification. While I believe that this case was suitable for class certification because the policies at issue are amenable to treatment on a class-wide basis, there is always a significant risk associated with class certification proceedings and that uncertainty governed the settlement negotiations.

21. Defendant contended that they maintained legally compliant wage compensation policies. Defendant contended that employees were not allowed to engage in off the clock work. However, Plaintiff claims that Class Members were not paid all wages owed, overtime and minimum wages. Thus, not getting certified was a risk which Plaintiff considered during the negotiations.

22. Further, Defendant adamantly contended that it implemented a policy for when nonexempt employees were to take meal/rest breaks. Defendant argued that they have no obligation to ensure that meal/rest breaks are taken. Further, Defendant maintained that individual issues predominate. Defendant argued that courts routinely decline to certify meal/rest break classes. *See, e.g., Wilson v. TE Connectivity Networks, Inc.*, 2017 WL 1758048, *7 (N.D. Cal. Feb. 9, 2017 (denying certification of break classes and noting “courts consistently [find that] individualized issues predominate in meal and rest break claims”) (emphasis added); *Payton v. CSI Elec. Contractors, Inc.*, 27 Cal. App. 5th 832, 840-45 (2018) (affirming denial of rest break class due to individualized issues); *Ordonez v. Radio Shack, Inc.*, 2013 WL 210223, *11-12 (N.D. Cal. Jan. 17,

⁵ The Parties have agreed on the text of the Class Notice.

2013) (denying certification of rest break class: “Unlike a meal break class, rest breaks were not recorded in defendant’s timekeeping system, and defendant was not required to record them under California law. As such...plaintiff appears unable to offer any classwide method for proving when class members were or were not authorized and permitted to take a rest break. Without such a classwide method for demonstrating which class members, during which shifts, were not authorized and permitted to take rest breaks..., individualized issues will likely predominate.”) Defendant maintained that Plaintiff and Class Members were not required to use their cell phones for work. Thus, those expenses are not recoverable. Defendant maintained that it complied with all sick leave laws.

23. Further, uncertainty relating to Plaintiff’s potential PAGA damages played a role in the negotiation considerations. Also, the actual amount of PAGA penalty awarded by the Court is completely discretionary and penalties are not subject to stacking under Labor Code § 2699(h)(3)(i), as amended.⁶ Lastly, since only 35% of any PAGA recovery reaches the PAGA claimants (with the balance going to the state), the strength of Plaintiff’s potential PAGA claims and the potentially limited recovery was a factor considered during settlement negotiations. Here, in accordance with *Moniz v. Adecco USA, Inc.* (2021) 72 Cal. App. 5th 56, the amount allocated to PAGA penalties is fair, reasonable and adequate in view of PAGA’s purposes to remediate labor law violations and deter future ones.

24. I anticipate that should this matter not resolve against Defendant, Defendant will defend themselves vigorously. I anticipate that Defendant will challenge every aspect of the claims, including whether they violated labor laws, the commonality of the claims such that this action could not be certified as a class action, and the damages claimed.

25. In light of the uncertainties of protracted litigation, the settlement amount reflects an

⁶ In granting final approval of the class action settlement in *Stuart v. RadioShack*, Judge Chen noted the following:

Plaintiffs could arguably get more . . . because they are entitled to penalties under the PAGA, [but] it is not clear that they could get a significant additional amount because the PAGA provides that, [i]n an action by an aggrieved employee seeking recovery of a civil penalty available under subdivision (a) or (f), a court may award a lesser amount than the maximum civil penalty amount specified by this part if, based on the facts and circumstances of the particular case, to do so otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory.

Stuart, 2010 WL 3155645, at *6 (citing Cal. Labor Code § 2699(e)(2)).

excellent recovery for the Class Members.

26. The proposed settlement here is fair to the Class. Since the filing of the Complaint in August 2024, Plaintiff's counsel has conducted a comprehensive investigation and has reviewed voluminous documentary evidence relating to Defendant's wage, sick pay, meal/rest break and reimbursement policies and practices. Plaintiff's counsel has also participated in extensive informal discovery and meeting and conferring regarding negotiations. Moreover, Plaintiff remotely attended an all-day mediation with mediator Hon. Mitchel R. Goldberg. Thus, Class Counsel negotiated the proposed Settlement with ample knowledge of the strengths and weaknesses of this case, the amounts necessary to compensate Class Members for their damages, and the benefits of the proposed Settlement under the circumstances of this case. In addition, Class Counsel and Defense counsel, are experienced class action litigation and employment attorneys, and have used their experience and expertise in fashioning a proposed Settlement that is acceptable to both parties.

27. Upon approval, Defendant will pay a non-reversionary Gross Settlement Amount ("GSA") of \$163,000.00. After deductions for proposed court-approved settlement Administration Expenses Payment, Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, LWDA PAGA Payment and the Class Representative Service Payment, the remaining Net Settlement Amount ("NSA"), approximately \$71,700.00 will be distributed to all Class Members who do not request exclusion. Current and former employees are not required to submit a claim form in order to receive an Individual Class Payment. Class Counsel believes the Settlement is a fair and adequate amount given the litigation risks and delays inherent in further litigation and appeals.

28. The proposed Settlement provides that Plaintiff will request, and Defendant will not oppose, an award to Class Counsel in an amount not to exceed \$57,050.00 for Class Counsel Fees Payment (35% of the GSA), up to \$12,000.00 in Class Counsel's costs, Class Representative Service Payment of \$10,000 to the Class Representative in recognition of his time, effort, and risk as a Class Representative, a PAGA penalty to the LWDA in the amount of \$6,500 (plus \$3,500 to the Aggrieved Employees for a total of \$10,000) and approximately \$5,750 in Administration Expenses. The foregoing awards amount to \$91,300 and Plaintiff therefore requests that the Court approve a total

deduction of \$91,300 from the \$163,000.00 GSA. Viewing the participation, service and risk payment as an additional cost of litigation, in combination with the allocation for attorneys' fees, expenses and costs, this total deduction of \$91,300 is within the range of attorneys' fees, expenses and costs awarded in similar cases. *See e.g., Garrido v. American Air Liquide, Inc.*, No. BC485942, BC614586, 2018 WL 2267367, **1-2 (Cal. Super. Feb. 20, 2018) (granting final approval for failure to provide meal breaks); *Manzanares v. Irvine Scientific Sales Company, Inc.*, No. BC574478, 2017 WL 4772976 *2, (Cal. Super. Apr. 20, 2017) (granting preliminary approval in rest/meal break action); *Velasco v. Knight Port Services, LLC*, No. CIVDS1513403, 2016 WL 7655334, *2, (Cal. Super. Jan. 12, 2016) (granting preliminary approval in meal/rest break action); *Lacy T v. The Oakland Raiders*, No. RG14710815, 2015 WL 13701077, *3 (Cal. Super. Mar. 3, 2015) (granting final approval in a meal/rest break action).

29. According to the information provided to me from Defendant, there are 76 potential Class Members. Thus, the average settlement share is projected to be \$943.42.⁷ At this time Plaintiff is not able to calculate the estimated highest and lowest shares, and Plaintiff's shares. Plaintiff will include that information in their final approval papers. Class Members will have 60 days from the mailing of the Class Notice to request exclusion or object, thereby providing ample time to review the Class Notice without unduly delaying the settlement. The NSA shall be allocated proportionally based on each such Class Member's workweeks during the Class Period.

30. If a Class Member fails to cash the check within 180 days, his or her pro rata share of the NSA 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.

31. Those Class Members who do not request exclusion from the settlement will be bound by its terms, and will be releasing all claims against Defendant that were asserted or could have been asserted in this lawsuit, based on the facts and allegations asserted in the First Amended Complaint in this lawsuit, for the period of August 21, 2020 through December 31, 2025.

32. The following factors support the approval of the incentive award requested here for

⁷ \$71,700.00 (NSA)/76 (putative class members) = \$943.42 (average award per class member).

the Class Representative. First, the Class Representative spent a tremendous amount of time, approximately 30 hours, providing invaluable assistance to Class Counsel and the Class in this case, including providing factual background for the Class Complaint; providing and explaining documents corroborating his allegations to Class Counsel; reviewing the Complaint and other pleadings filed with the Court by Plaintiff and Defendant; providing crucial information at settlement negotiations to rebut Defendant's arguments; remotely attending the all-day mediation; and participating in multiple conference calls and phone calls to discuss litigation and settlement strategy. The Class Representative has been actively involved in this litigation and has proven himself to be an invaluable resource of information throughout this litigation. Second, the requested \$10,000 service payment to the Class Representative falls well within the range of incentive awards typically awarded to class representatives in similar actions.

33. I believe that this proposed settlement is within the range of possible approval in light of the significant legal and factual obstacles that Plaintiff faced, the risks and costs of further litigation, and the tangible monetary benefits to be received by Class Members.

34. I will also apply for an attorneys' fee award of \$57,050.00, or 35% of the GSA of \$163,000.00 and for costs up to \$12,000.00. The requested fee is fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a purely contingent fee basis. My office incurred substantial attorneys' fees conducting pre-filing investigation, analyzing the claims, conducting legal research, reviewing documents produced by Defendant, performing substantial data analysis of employee timekeeping data and payroll records, preparing for and attending mediation, negotiating and reviewing the Settlement Agreement, preparing this Motion for Preliminary Approval, and otherwise prosecuting the case. I also anticipate incurring significant future attorneys' fees in appearing at the hearing on this Motion for Preliminary Approval, supervising the Notice process, fielding phone calls from Class Members after the Notice has been disseminated, and preparing the necessary Final Approval motions and appearing at the Final Approval Hearing.

35. Continuing to litigate this action against Defendant will be expensive and will take a considerable amount of time, with the eventual outcome entirely uncertain and there is a substantial risk that the Plaintiff could, especially after deductions for costs and expenses, end up with nothing.

36. I believe and assert that this settlement is a fair, adequate and reasonable settlement against Defendant, and is in the best interests of the Class Members.

37. I am the founder of Lipeles Law Group, APC (“LLG”). I opened my own law firm straight out of law school starting with just a computer. Prior to founding the firm, I managed several retail businesses, including a high-end jewelry business and full-service restaurant that employed more than 25 people. In addition, I have represented and managed professional prize fighters, working to secure boxers high profile and world championship fights. I am also fluent in Spanish. This firm has now grown into a full-service litigation law firm representing both plaintiffs and defendants with over 150 active cases, including cases in Federal and State Court. The overwhelming majority of our cases involve employment/wage and hour lawsuits. In addition, my firm is or has been counsel or co-counsel in many employment-related class action lawsuits. California courts have certified classes in cases similar to the present Class in which Plaintiffs’ Counsel was appointed Class Counsel. *See e.g., Canseco v. Pampanga Food Company, Inc.*, Orange County Superior Court, Case No. 30-2016-00852698-CU-OE-CXC, February 13, 2019, (granting final approval in a rest break class action and approving me as adequate and competent class counsel); *Bernstein v. Alice and Olivia California Holdings, LLC, et al.*, Los Angeles Superior Court Case No. BC 661262, December 17, 2019, (granting final approval in an overtime and meal/rest break class action and approving me as adequate and competent class counsel); *Lagunas v. Impact Logistics, Inc. et al.*, San Bernardino Superior Court Case No. CIVSD1815249, September 10, 2020, (granting final approval in an overtime, meal/rest break class action and approving me as adequate and competent class counsel); *Marroquin v. Food Castle, Inc. et al.*, Los Angeles Superior Court Case No. 21STCV22582, August 16, 2023 (granting final approval in an overtime, minimum wage and rest break class action and approving me as adequate and competent class counsel); *Saavedra v. Success Valley Farms, LLC*, Ventura Superior Court Case No. 56-2021-00556708-CU-OE-VTA, January 29, 2024 (granting preliminary approval in a wage and hour class action); *Dickson v. Berkeley Therapy Institute, Inc.* Alameda Superior Court Case No. 23CV036358, November 4, 2025 (granting preliminary approval in a wage and hour class action);

1 *Phillips v. C & K Market, Inc.*, Northern District of California Case No. 3:25-cv-01868-EMC,
2 December 2, 2025 (granting preliminary approval in a wage and hour class action).

3 38. I received my J.D. from Loyola Law School in Los Angeles, where I served as class
4 representative for 2 years. In addition, I served on the Dean's List, graduating in the top 30% of my
5 class. While in law school, I served as an extern to the Loyola Law School Center for Conflict
6 Resolution and to Los Angeles County Superior Court Judge Joseph DiLoreto in Long Beach.

7 39. My firm conducted an in-depth review of Plaintiff's lengthy compensation data,
8 putative class data concerning the size and scope of the putative class, including the total class
9 members during the applicable statutory periods. Defendant also provided documents relating to
10 policies and procedures regarding the payment of wages, time keeping and meal/rest periods. We
11 drew on our extensive experience in similar cases to assess the strengths and weaknesses of Plaintiff's
12 case.

13 40. Prior to the expiration of the period of time allotted for Class Members to make
14 objections to the settlement, Plaintiff will file a motion and brief for fees and costs (to be heard at the
15 same time as the Final Fairness Hearing) so that Class Members will be able to, if they elect to do
16 so, review the fees motion prior to making objections or filing a claim. The motion and brief for fees
17 and costs will include, *inter alia*, an itemized listing of all costs incurred in litigating this case.

18 41. The \$57,050 Class Counsel Fees Payment (35%), up to \$12,000.00 for the Class
19 Counsel Litigation Expenses Payment, approximately \$5,750.00 expense from the \$163,000.00
20 GSA for the Administration Expense Payment, the \$6,500 LWDA PAGA Payment to the LWDA
21 (plus \$3,500 which will go to the Aggrieved Employees) as well as \$10,000 for the Class
22 Representative Enhancement Payment, are within the range of attorneys' fees, litigation expenses,
23 service payments, and administration expenses awarded in similar cases.

24 42. The parties selected Phoenix Class Action Administration Solutions ("Phoenix"), an
25 experienced claims administrator, to serve as the Settlement Administrator. Phoenix has successfully
26 served as the settlement administrator in a number of class action settlements where I have served as
27 lead counsel, or co-lead counsel. I have found them to be very competent. Phoenix's background
28 and experience as a claims administrator are described on their website,

1 43. I am not aware of any class, representative or other collective action in any other court
2 that asserts claims similar to those asserted in this Action.

3 I declare under penalty of perjury that the foregoing is true and correct. Executed on March
4 9, 2026, in Hermosa Beach, California.

5 
6 _____
7 KEVIN A. LIPELES

EXHIBIT A

Kevin A. Lipeles (Bar No. 244275)
kevin@kallaw.com
Thomas H. Schelly (Bar No. 217285)
thomas@kallaw.com
Jasmine Badawi, Esq. (Bar No. 335433)
jasmine@kallaw.com
LIPELES LAW GROUP, APC
1060 Aviation Blvd., Suite 100
Hermosa Beach, California 90254
Telephone: (310) 322-2211
Fax: (310) 322-2252

Attorneys for Plaintiff,
JOHN CLARKE

Alexander M. Medina (Bar No. 222015)
alex@medinamckelvey.com
Eric M. Lloyd (Bar No. 254390)
eric@medinamckelvey.com
MEDINA MCKELVEY LLP
925 Highland Pointe Drive, Suite 300
Roseville, California 95678
Telephone: (916) 960-2211

Attorneys for Defendant
PURPOSE DRIVEN TRANSPORT INC.

**SUPERIOR COURT OF THE STATE 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

[Assigned to the Hon. Melissa McCormick –
Dept. CX104]

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

Complaint Filed: August 21, 2024
Trial Date: None Set

Subject to final approval by the Court, which counsel and parties agree to pursue and recommend in good faith, Plaintiff JOHN CLARKE individually and on behalf of all employees similarly situated, on the one hand (“Plaintiff”), and Defendant PURPOSE DRIVEN TRANSPORT INC. (“Defendant”) hereby agree to the following binding settlement of the class action case of *John Clarke v. Purpose Driven Transport, Inc.*, Orange County Superior Court Case No. 30-2024-01421145-CU-OE-CXC.

I. DEFINITIONS

1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *John Clarke v. Purpose Driven Transport Inc.*, initiated on August 21, 2024 and pending in the Superior Court of the State of California, County of Orange.

1.2. “Administrator” or “Phoenix” means Phoenix Class Action Administration Solutions, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. “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.

1.5. “Agreement” or “Stipulation” mean, and refer to, this Class Action and PAGA Settlement Agreement and Class Notice.

1.6. “Class” means all individuals whom Defendant classified as hourly, non-exempt employees and who worked for Defendant in California at any time during the Class Period.

1.7. “Class Counsel” means Kevin Lipeles, Esq., Thomas Schelly, Esq. and Jasmine Badawi, Esq. of Lipeles Law Group, APC.

1.8. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.9. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, employee ID while employed by Defendant, and number of Class Period Workweeks and PAGA Pay Periods.

1.10. “Class Member” or “Settlement Class Member” mean a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.11. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.12. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English, in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.13. “Class Period” means the period from August 21, 2020 through December 31, 2025.

1.14. “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.15. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.16. “Court” means the Superior Court of California, County of Orange.

1.17. “Purpose Driven Transport Inc.” means the named Defendant.

1.18. “Defense Counsel” means Alexander M. Medina, Esq. and Eric M. Lloyd of Medina McKelvey LLP.

1.19. “Effective Date” means 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 if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.20. “Final Approval” means the Court’s order granting final approval of the Settlement.

1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.22. “Final Judgment” means the judgment entered by the Court upon Granting Final Approval of the Settlement.

1.23. “Gross Settlement Amount” means \$163,000.00, which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator’s Expenses.

1.24. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.25. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.26. “Judgment” means the judgment entered by the Court based upon the Final Approval.

1.27. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.28. “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.29. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.30. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.31. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.32. “PAGA Period” means the period from August 21, 2023 to December 31, 2025.

1.33. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.34. “PAGA Notice” means Plaintiff’s letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.35. “PAGA Penalties” means the total amount of PAGA civil penalties, \$10,000 to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees (\$3,500.00) and the 65% to LWDA (\$6,500.00) in settlement of PAGA claims.

1.36. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.37. “Plaintiff” means John Clarke, the named plaintiff in the Action.

1.38. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.39. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.40. "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.

1.41. "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.

1.42. "Released Parties" means: Defendant and its former and present shareholders, partners, members, managers, owners, officers, directors, managerial employees, agents, attorneys, insurers, payroll providers, joint ventures, predecessors, successors, and assigns, and any individual or entity that could be liable for any of the released class and PAGA claims.

1.43. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.44. "Response Deadline" means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the expired Response Deadline.

1.45. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.46. "Workweek" means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

2. RECITALS.

2.1. On August 21, 2024, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for (1) Failure to Pay all Wages Due; (2) Failure to Pay Premium Overtime Wages Due; (3) Failure to Pay Minimum Wages; (4) Failure to Provide Timely Off Duty Meal Periods; (5) Failure to Provide Timely Off Duty Rest Periods; (6) Failure to Maintain and Provide Accurate Itemized Wage Statements; (7) Failure to Pay Wages Due Upon Termination; (8) Failure to Reimburse Business Expenses; (9) Failure to Pay All Sick Leave Wages When Due; (10) Failure to Allow Inspection of Employment Records; and (11) Unfair Competition. On October 25, 2024, Plaintiff filed a First Amended Complaint adding a cause of action against Defendant pursuant to the Private Attorneys General Act of 2004, Cal. Lab. Code §§2699, et seq. The First Amended Complaint is the operative complaint in the Action (the "Operative Complaint.") Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

1 2.2. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice
2 to Defendant and the LWDA by sending the PAGA Notice.

3 2.3. On December 9, 2025, the Parties participated in an all-day mediation presided over
4 by Hon. Mitchel R. Goldberg, (Ret.) which led to this Agreement to settle the Action.

5 2.4. Prior to mediation and negotiating the Settlement, Plaintiff obtained, through
6 informal discovery the following documents: Plaintiff's personnel file, 2025 Employee
7 Handbook, Defendant's 2025 bank statements, Defendant's 2024 balance sheet, Defendant's
8 2024 Profit and Loss Statement and 2023-2024 tax filings. Plaintiff's investigation was
9 sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*
10 (1996) 48 Cal. App. 4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal. App.
11 4th 116, 129-130 ("*Dunk/Kullar*").

12 2.5. The Court has not granted class certification.

13 2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware of
14 any other pending matter or action asserting claims that will be extinguished or affected by the
15 Settlement.

16 3. MONETARY TERMS.

17 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below,
18 Defendant promises to pay \$163,000.00 and no more as the Gross Settlement Amount and to
19 separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual
20 Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any
21 payroll taxes) prior to the deadline stated in Paragraph 4.2 of this Agreement. The Administrator
22 will disburse the entire Gross Settlement Amount without asking or requiring Participating Class
23 Members or Aggrieved Employees to submit any claim as a condition of payment. None of the
24 Gross Settlement Amount will revert to Defendant.

25 3.2. Payments from the Gross Settlement Amount. The Administrator will make and
26 deduct the following payments from the Gross Settlement Amount, in the amounts specified by
27 the Court in the Final Approval:

28 3.2.1. To Plaintiff: Class Representative Service Payment to the Class
Representative of not more than \$10,000.00 (in addition to any Individual Class
Payment and any Individual PAGA Payment the Class Representative is entitled to
receive as a Participating Class Member). Defendant will not oppose Plaintiff's
request for a Class Representative Service Payment that does not exceed this amount.
As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses
Payment, Plaintiff will seek Court approval for any Class Representative Service
Payment no later than 16 court days prior to the Final Approval Hearing. If the Court
approves a Class Representative Service Payment less than the amount requested, the
Administrator will retain the remainder in the Net Settlement Amount. The
Administrator will pay the Class Representative Service Payment using IRS Form

1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35%, which is currently estimated to be \$57,050.00, and a Class Counsel Litigation Expenses Payment of not more than \$12,000.00. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel arising from any claim to any portion of any Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$5,750.00 except for a showing of good cause and as approved by the Court.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Eighty Percent (80%) of each Participating Class Member's Individual Class Payment will be allocated to the settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis. If there are any valid and timely requests for exclusion, the Settlement Administrator shall proportionately increase the Individual Settlement Payment for each participating Settlement Class Member

according to the number of workweeks worked, so that the amount distributed to the Settlement Class equals 100% of the Net Settlement Amount.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$10,000.00 to be paid from the Gross Settlement Amount, with 65% (\$6,500.00) allocated to the LWDA PAGA Payment and 35% (\$3,500.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties \$3,500.00 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. PAGA Payments shall be treated as 100% penalties.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 76 Class Members who collectively worked a total of 7,400 Workweeks, and 37 Aggrieved Employees who worked a total of 1,322 PAGA Pay Periods.

4.2. Class Data. Not later than 21 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator's employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if they discover that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fund the Gross Settlement Amount (including any increase to the Gross Settlement Amount pursuant to the Escalator Clause), and also fund the amounts necessary to fully pay Defendant's share of payroll taxes as follows:

- 1 a. Seventeen (17) installment payments of Five Thousand Dollars exactly
2 (\$5,000.00) per month, due by the Fifteenth (15th) of each month, starting on July
3 15, 2026. If the judgment is not Final by July 1, 2026, then the first \$5,000.00
4 installment payment shall be due on the Fifteenth (15th) day of the month after the
5 month during which the judgment becomes Final.
- 6 b. Thirteen (13) installment payments of Six Thousand Dollars exactly (\$6,000.00)
7 per month, due by the Fifteenth (15th) of each month, commencing after payment
8 of the Seventeenth (17th) monthly installment payment of \$5,000.00.
- 9 c. If the GSA increases pursuant to Paragraph 8 below, then Defendant shall pay,
10 starting on the Fifteenth (15th) of the month after the month during which the
11 Thirteenth (13th) \$6,000.00 installment payment is made, a monthly installment
12 payment of no more than Six Thousand Dollars (\$6,000.00) per month until the
13 GSA is fully funded.
- 14 d. Defendant shall pay the full amount of the employer's taxes for the portion of the
15 Settlement allocated to the settlement of wage claims no later than the Fifteenth
16 (15th) of the month after the month during which the GSA is fully funded.

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

20 4.4. Payments from the Gross Settlement Amount. Within 30 days after Defendant fully
21 funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class
22 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration
23 Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
24 Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel
25 Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative
26 Service Payment shall not precede disbursement of Individual Class Payments and Individual
27 PAGA Payments. Any portion of the Class Counsel Fees Payment and Class Counsel Litigation
28 Expenses Payment not awarded to Plaintiff's Counsel and the Class Representative Service
Payment not awarded to the Class Representative will be available for distribution to Settlement
Class Members as part of the Net Settlement Amount.

4.4.1. The Administrator will issue checks for the Individual Class Payments
and/or Individual PAGA Payments and send them to the Class Members via First
Class U.S. Mail, postage prepaid. The face of each check shall prominently state the
date (not less than 180 days after the date of mailing) when the check will be voided.
The Administrator will cancel all checks not cashed by the void date. The
Administrator will send checks for Individual Settlement Payments to all
Participating Class Members (including those for whom Class Notice was returned
undelivered). The Administrator will send checks for Individual PAGA Payments to
all Aggrieved Employees including Non-Participating Class Members who qualify as
Aggrieved Employees (including those for whom Class Notice was returned
undelivered). The Administrator may send Participating Class Members a single

check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1. Plaintiff's Release. Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that can be released by law, whether known or unknown, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint and Plaintiff's PAGA Notice ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims that as a matter of law cannot be waived, including, but not limited to, for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

5.2. Release by Participating Class Members: 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 (i) 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; (j) failure to allow inspection of employment records and (k) unfair competition. Except as set forth in Section 5.3 of this 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.

5.3. Release by Aggrieved Employees: All Non-Participating Class Members and Participating Class Members who are 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.

6. MOTION FOR PRELIMINARY APPROVAL. As soon as practicable after the execution of this Agreement, Plaintiff's Counsel shall prepare and file a Motion for Preliminary Approval of the Settlement, such Motion for Preliminary Approval to be first sent to Defendant's counsel before filing with the Court.

6.1. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval, Class Counsel and Defense Counsel will expeditiously work together on

1 behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the
2 disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary
3 Approval on any material change to this Agreement, Class Counsel and Defense Counsel will
4 expeditiously work together on behalf of the Parties by meeting in person or by telephone, and
5 in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

6 **7. SETTLEMENT ADMINISTRATION.**

7 7.1. Selection of Administrator. The Parties have jointly selected Phoenix Class Action
8 Administration Solutions ("Phoenix") to serve as the Administrator and verified that, as a
9 condition of appointment, Phoenix agrees to be bound by this Agreement and to perform, as a
10 fiduciary, all duties specified in this Agreement in exchange for payment of Administration
11 Expenses. The Parties and their Counsel represent that they have no interest or relationship,
12 financial or otherwise, with the Administrator other than a professional relationship arising out
13 of prior experiences administering settlements.

14 7.2. Employer Identification Number. The Administrator shall have and use its own
15 Employer Identification Number for purposes of calculating payroll tax withholdings and
16 providing reports to state and federal tax authorities.

17 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that
18 meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation
19 section 468B-1.

20 7.4. Notice to Class Members.

21 7.4.1. No later than three (3) business days after receipt of the Class Data, the
22 Administrator shall notify Class Counsel that the list has been received and state the
23 number of Class Members, PAGA Members, Workweeks, and Pay Periods in the
24 Class Data.

25 7.4.2. Using best efforts to perform as soon as possible, and in no event later than
26 14 days after receiving the Class Data, the Administrator will send to all Class
27 Members identified in the Class Data, via first-class United States Postal Service
28 ("USPS") mail, the Class Notice, substantially in the form attached to this
Agreement as **Exhibit A**. The first page of the Class Notice shall prominently
estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA
Payment payable to the Class Member, and the number of Workweeks and PAGA Pay
Periods (if applicable) used to calculate these amounts. Before mailing Class Notices,
the Administrator shall update Class Member addresses using the National Change of
Address database.

7.4.3. Not later than 3 business days after the Administrator's receipt of any
Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the
Class Notice using any forwarding address provided by the USPS. If the USPS does
not provide a forwarding address, the Administrator shall conduct a Class Member
Address Search, and re-mail the Class Notice to the most current address obtained.

1 The Administrator has no obligation to make further attempts to locate or send the
2 Class Notice to Class Members whose Class Notice is returned by the USPS a
second time.

3 7.4.4. The deadlines for Class Members' written objections, Challenges to
4 Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an
5 additional 14 days beyond the 60 days otherwise provided in the Class Notice for all
6 Class Members whose notice is re-mailed. The Administrator will inform the Class
Member of the extended deadline with the re-mailed Class Notice.

7 7.4.5. If the Administrator, Defendant, Defense Counsel or Class Counsel is
8 contacted by or otherwise discovers any persons who believe they should have been
9 included in the Class Data and should have received Class Notice, the Parties will
10 expeditiously meet and confer in person or by telephone, and in good faith, in an
11 effort to agree on whether to include them as Class Members. If the Parties agree,
such persons will be Class Members entitled to the same rights as other Class
Members, and the Administrator will send, via email or overnight delivery, a Class
Notice requiring them to exercise options under this Agreement not later than 14
days after receipt of Class Notice, or the deadline dates in the Class Notice,
whichever are later.

12 7.5. Requests for Exclusion (Opt-Outs).

13 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class
14 Settlement must send the Administrator, by fax, email, or mail, a signed written
15 Request for Exclusion not later than 60 days after the Administrator mails the Class
16 Notice (plus an additional 14 days for Class Members whose Class Notice is re-
17 mailed). A Request for Exclusion is a letter from a Class Member or his/her
18 representative that reasonably communicates the Class Member's election to be
excluded from the Settlement and includes the Class Member's name, address and
email address or telephone number. To be valid, a Request for Exclusion must be
timely faxed, emailed, or postmarked by the Response Deadline.

19 7.5.2. The Administrator may not reject a Request for Exclusion as invalid
20 because it fails to contain all the information specified in the Class Notice. The
Administrator shall accept any Request for Exclusion as valid if the Administrator
21 can reasonably ascertain the identity of the person as a Class Member and the Class
Member's desire to be excluded. The Administrator's determination shall be final
22 and not appealable or otherwise susceptible to challenge. If the Administrator has
23 reason to question the authenticity of a Request for Exclusion, the Administrator may
24 demand additional proof of the Class Member's identity. The Administrator's
determination of authenticity shall be final and not appealable or otherwise
25 susceptible to challenge.

26 7.5.3. Every Class Member who does not submit a timely and valid Request for
27 Exclusion is deemed to be a Participating Class Member under this Agreement,
entitled to all benefits and bound by all terms and conditions of the Settlement,

including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6. Challenges to Calculation of Workweeks/PAGA Pay Periods. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks/PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

7.7. Objections to Settlement.

7.7.1. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2. Participating Class Members may send written objections to the 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 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).

7.7.3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

1 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will
2 establish and maintain and use an internet website to post information of interest to
3 Class Members including the date, time and location for the Final Approval Hearing
4 and copies of the Settlement Agreement, Motion for Preliminary Approval, the
5 Preliminary Approval Order, the Class Notice, the Motion for Final Approval, the
6 Motion for Class Counsel Fees Payment, Litigation Expenses Payment and Class
7 Representative Service Payment, the Final Approval and the Judgment. The
8 Administrator will also maintain and monitor an email address and a toll-free
9 telephone number to receive Class Member calls, faxes and emails.

10 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator
11 will promptly review on a rolling basis Requests for Exclusion to ascertain their
12 validity. Not later than 5 days after the expiration of the deadline for submitting
13 Requests for Exclusion, the Administrator shall email a list to Class Counsel and
14 Defense Counsel containing (a) the names and other identifying information of Class
15 Members who have timely submitted valid Requests for Exclusion (“Exclusion
16 List”); (b) the names and other identifying information of Class Members who have
17 submitted invalid Requests for Exclusion; and (c) copies of all Requests for
18 Exclusion from the Settlement submitted (whether valid or invalid).

19 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide
20 written reports to Class Counsel and Defense Counsel that, among other things, tally
21 the number of: Class Notices mailed or re-mailed, Class Notices returned
22 undelivered, Requests for Exclusion (whether valid or invalid) received, objections
23 received, challenges to Workweeks and/or Pay Periods received and/or resolved, and
24 checks mailed for Individual Class Payments and Individual PAGA Payments
25 (“Weekly Report”). The Weekly Reports must include the Administrator’s
26 assessment of the validity of Requests for Exclusion and attach copies of all Requests
27 for Exclusion and objections received.

28 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the
authority to address and make final decisions consistent with the terms of this
Agreement on all Class Member challenges over the calculation of Workweeks
and/or Pay Periods. The Administrator’s decision shall be final and not appealable or
otherwise susceptible to challenge.

7.8.5. Administrator’s Declaration. Not later than 21 court days before the date
by which Plaintiff is required to file the Motion for Final Approval of the Settlement,
the Administrator will provide to Class Counsel and Defense Counsel, a signed
declaration suitable for filing in Court attesting to its due diligence and compliance
with all of its obligations under this Agreement, including, but not limited to, its
mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of
Class Notices, attempts to locate Class Members, the total number of Requests for
Exclusion from Settlement it received (both valid or invalid), the number of written
objections and attach the Exclusion List. The Administrator will supplement its

1 declaration as needed or requested by the Parties and/or the Court. Class Counsel is
2 responsible for filing the Administrator's declaration(s) in Court.

3 7.8.6. Final Report by Settlement Administrator. Within 10 days after the
4 Administrator disburses all funds in the Gross Settlement Amount, the Administrator
5 will provide Class Counsel and Defense Counsel with a final report detailing its
6 disbursements by employee identification number only of all payments made under
7 this Agreement. At least 15 days before any deadline set by the Court, the
Administrator will prepare, and submit to Class Counsel and Defense Counsel, a
signed declaration suitable for filing in Court attesting to its disbursement of all
payments required under this Agreement. Class Counsel is responsible for filing the
Administrator's declaration in Court.

8 **8. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** Based on its records,
9 Defendant estimates that, as of December 31, 2025, (1) there were 76 Class Members and
10 7,400 Total Workweeks during the Class period and (2) there were 37 Aggrieved
Employees who worked 1,322 Pay Periods during the PAGA Period.

11 8.1 Escalator Clause: Defendant represents that there are approximately 7,400
12 workweeks worked by Class Members during the Class Period. If the number of
13 Workweeks worked by Class Members during the Class Period is in fact more than 7,400
14 (*i.e.*, at least 7,401 Class Workweeks), then the Gross Settlement Amount shall increase by
15 Twenty-Two Dollars Exactly (\$22.00) per Class Workweek above 7,400. Should the Class
16 Workweeks exceed 7,400 during the Class Period, Defendant shall have the option to end
the Class Period on an earlier date in order to limit the Class Workweeks to 7,400 (or less)
in lieu of paying an increase to the GSA. 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.

17 **9. DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for
18 Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members,
19 Defendant may, but is not obligated to, elect to withdraw from the Settlement. The Parties
20 agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or
21 effect whatsoever, and that neither Party will have any further obligation to perform under
22 this Agreement; provided, however, Defendant will remain responsible for paying all
Settlement Administration Expenses incurred to that point. Defendant must notify Class
Counsel and the Court of its election to withdraw not later than seven days after the
Administrator sends the final Exclusion List to Defense Counsel; late elections will have
no effect.

23 **10. MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the
24 calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval
25 of the Settlement that includes a request for approval of the PAGA settlement under Labor
26 Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment
27 (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these
28 documents to Defense Counsel not later than seven days prior to filing the Motion for

Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

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

10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

1 **11. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil
2 Procedure section 384, the Parties will work together in good faith to jointly submit a
3 proposed amended judgment.

3 **12. ADDITIONAL PROVISIONS.**

4 12.1 No Admission of Liability, Class Certification or Representative Manageability for
5 Other Purposes. This Agreement represents a compromise and settlement of highly disputed
6 claims. Nothing in this Agreement is intended or should be construed as an admission by
7 Defendant that any of the allegations in the Operative Complaint have merit or that Defendant
8 has any liability for any claims asserted; nor should it be intended or construed as an admission
9 by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class
10 certification and representative treatment is for purposes of this Settlement only. If, for any
11 reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment,
12 Defendant reserves the right to contest certification of any class for any reasons, and Defendant
13 reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to
14 move for class certification on any grounds available and to contest Defendant's defenses. The
15 Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on,
16 and will not be admissible in connection with, any litigation (except for proceedings to enforce
17 or effectuate the Settlement and this Agreement).

13 12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant
14 and Defense Counsel separately agree that, until the Motion for Preliminary Approval of
15 Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or
16 cause or permit another person to disclose, disseminate or publicize, any of the terms of the
17 Agreement directly or indirectly, specifically or generally, to any person, corporation,
18 association, government agency, or other entity except: (1) to the Parties' attorneys,
19 accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2)
20 counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing
21 authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or
22 subpoena issued by a state or federal government agency. Each Party agrees to immediately
23 notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such
24 information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to,
25 directly or indirectly, initiate any conversation or other communication, before the filing of the
26 Motion for Preliminary Approval, with any third party regarding this Agreement or the matters
27 giving rise to this Agreement except to respond only that "the matter was resolved," or words to
28 that effect. This paragraph does not restrict Class Counsel's communications with Class
Members in accordance with Class Counsel's ethical obligations owed to Class Members.

23 12.3 No Solicitation. The Parties separately agree that they and their respective counsel
24 and employees will not solicit any Class Member to opt out of or object to the Settlement, or
25 appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class
26 Counsel's ability to communicate with Class Members in accordance with Class Counsel's
27 ethical obligations owed to Class Members.

12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibit shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

12.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

12.9 Modification of Agreement. 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.

12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

12.11 Applicable Law. All terms and conditions of this Agreement and its exhibit will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.

12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of the Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant make a written request to Class Counsel for the return, rather than the destructions, of the Class Data.

12.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

12.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

12.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff: Kevin A. Lipeles, Esq.
Thomas H. Schelly, Esq.
LIPELES LAW GROUP, APC
1060 Aviation Blvd, Suite 100
Hermosa Beach, California 90254

To Defendant: Alexander M. Medina (Bar No. 222015)
Eric M. Lloyd (Bar No. 254390)
MEDINA MCKELVEY LLP
925 Highland Pointe Drive, Suite 300
Roseville, California 95678

12.18 Financial Distress Memorialization. The Parties will cooperate to provide the Court with any documentation requested by the Court (if any) to substantiate the financial distress nature of this settlement and the payment schedule in Section 4 above, including but not limited to necessary declarations and/or financial documents. The Parties shall request that the Court conduct an *in camera* review of any confidential information related to Defendant's financial condition and/or file any such confidential information provisionally under seal.

12.19 Execution in Counterparts. This Agreement 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.

12.20 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. Upon the signing of this Agreement, the Parties further agree, that pursuant to CCP section 583.330, to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

DATED: Feb 11, 2026

**PLAINTIFF AND CLASS
REPRESENTATIVE:**

John Clarke

[John Clarke \(Feb 11, 2026 18:22:59 PST\)](#)

JOHN CLARKE

DATED: _____

DEFENDANT:

PURPOSE DRIVEN TRANSPORT INC.

APPROVED AS TO FORM:

DATED: 2/10/26

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

By:

JB
Kevin A. Lipeles
Thomas H. Schelly
Jasmine Badawi
Attorneys for Plaintiff
JOHN CLARKE

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.

12.20 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. Upon the signing of this Agreement, the Parties further agree, that pursuant to CCP section 583.330, to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

DATED: _____

**PLAINTIFF AND CLASS
REPRESENTATIVE:**

DATED: 2/12/2026

JOHN CLARKE

DEFENDANT:

DocuSigned by:

Ron Petz

PURPOSE DRIVEN TRANSPORT INC.

APPROVED AS TO FORM:

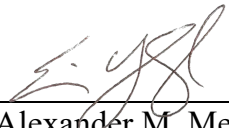
DATED: _____

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

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

1 DATED: February 12, 2026

COUNSEL FOR DEFENDANT:
MEDINA MCKELVEY LLP

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5 By: 
Eric M. Medina
Eric M. Lloyd
Attorneys for Defendant
PURPOSE DRIVEN TRANSPORT
INC.
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Exhibit A

**COURT APPROVED NOTICE OF CLASS ACTION 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 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, 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, 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 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. 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 (<i>"Participating Class Members"</i>) 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.
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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, Thomas H. Schelly and Jasmine Badawi, of Lipeles Law Group, APC (“*Class Counsel*”).

Defendant strongly 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 lengthy written settlement agreement (“*Agreement*”) 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 strongly believe the Settlement is 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.

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

1 Court grants Final Approval, Defendant will fund the Gross Settlement as follows: Defendant
2 shall deposit the Gross Settlement (including the amount of any increase to the Gross Settlement
3 pursuant to the Escalator Clause) and the employer's side of payroll taxes on the portion allocated
4 as wages with the Administrator as follows:

- 5 a. Seventeen (17) installment payments of Five Thousand Dollars exactly (\$5,000.00) per
6 month, due by the Fifteenth (15th) of each month, starting on July 15, 2026. If the
7 judgment is not Final by July 1, 2026, then the first \$5,000.00 installment payment shall
8 be due on the Fifteenth (15th) day of the month after the month during which the judgment
9 becomes Final.
- 10 b. Thirteen (13) installment payments of Six Thousand Dollars exactly (\$6,000.00) per
11 month, due by the Fifteenth (15th) of each month, commencing after payment of the
12 Seventeenth (17th) monthly installment payment of \$5,000.00.
- 13 c. If the GSA increases pursuant to Paragraph 8 of the Agreement, then Defendant shall pay,
14 starting on the Fifteenth (15th) of the month after the month during which the Thirteenth
15 (13th) \$6,000.00 installment payment is made, a monthly installment payment of no more
16 than Six Thousand Dollars (\$6,000.00) per month until the GSA is fully funded.
- 17 d. Defendant shall pay the full amount of the employer's taxes for the portion of the
18 Settlement allocated to the settlement of wage claims no later than the Fifteenth (15th) of
19 the month after the month during which the GSA is fully funded.

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

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

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

- 28 A. Up to \$57,050.00 (35% of the Gross Settlement) to Class Counsel for attorneys' fees and
up to \$12,000.00 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 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 a written and signed Request for Exclusion 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

1 decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax
2 forms, and perform other tasks necessary to administer the Settlement. The Administrator's
3 contact information is contained in Section 9 ("How Can I Get More Information?") of this
4 Notice.

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

12 The Participating Class Members will be bound by the following release:

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

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

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

All Participating and Non-Participating Class Members who are 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. The Administrator's decision is final. 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 written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on 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 written 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. 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 CX104 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.

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

4 **9. HOW CAN I GET MORE INFORMATION?**

5 The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed
6 Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is
7 to go to the Administrators's website at XXXX. You can also telephone or send an email to Class Counsel
8 or the Administrator using the contact information listed below, or consult the Superior Court website by
9 going to <https://www.occourts.org/online-services/case-access> and entering the Case Number for the
10 Action, Case No. 30-2024-01421145-CU-OE-CXC.

11 **DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT 12 THE SETTLEMENT.**

13 Class Counsel:

14 LIPELES LAW GROUP, APC
15 Kevin A. Lipeles, Esq. (kevin@kallaw.com)
16 Thomas H. Schelly, Esq. (thomas@kallaw.com)
17 1060 Aviation Blvd., Suite 100
18 Hermosa Beach, California 90254
19 Telephone: (310) 322-2211

20 Settlement Administrator:

21 Phoenix Settlement Administrators
22 Mailing Address: P.O. Box 7208
23 Orange, CA 92863
24 Telephone: (800) 523-5773
25 Email: info@phoenixclassaction.com

26 **10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

27 If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long
28 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.

29 **11. WHAT IF I CHANGE MY ADDRESS?**

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