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Attorneys for Defendant
PURPOSE DRIVEN TRANSPORT INC.

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

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

Plaintiffs,

vs.

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

Defendants.

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

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

Judge: Hon. Melissa McCormick

Date: September 17, 2026

Time: 2:00 PM

Dept.: CX 105

Complaint Filed: August 21, 2024

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

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

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

I. RECITALS

1. Plaintiff filed his Motion for Preliminary Approval on March 10, 2026.

2. At the April 16, 2026 hearing on Plaintiff’s Motion for Preliminary Approval, the Court held that portions of the Settlement Agreement must be amended.

3. The Parties believe that the amendments set forth below fully address and incorporate the Court’s concerns with the Settlement Agreement.

4. The Parties have met and conferred and have agreed to amend the Settlement Agreement as suggested by the Court and outlined herein.

II. AMENDMENTS

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

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

3. Section 1.44 shall be modified, amended and replaced by this Amendment to read as follows: "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, (b) fax, email, or mail his or her Objection to the Settlement, or (c) challenge the number of Class Workweeks and PAGA Pay Periods. 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.

4. Section 5 shall be modified, amended and replaced by this Amendment to read as follows: 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, Aggrieved Employees and Class Counsel will release claims against all Released Parties as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. OTHER TERMS

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

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

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

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DATED: August 22 , 2026

**PLAINTIFF AND CLASS
REPRESENTATIVE:**

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

JOHN CLARKE

DATED: , 2026

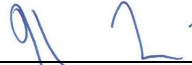
DEFENDANT:

PURPOSE DRIVEN TRANSPORT INC.

APPROVED AS TO FORM:

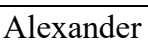
DATED: August 21, 2026

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

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

DATED: __ __, 2026

**COUNSEL FOR DEFENDANT:
MEDINA MCKELVEY LLP**

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

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4 DATED: , 2026

**PLAINTIFF AND CLASS
REPRESENTATIVE:**

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JOHN CLARKE

DATED: 8/21/2026

DEFENDANT:

DocuSigned by:

Ron Petz

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PURPOSE DRIVEN TRANSPORT INC.

APPROVED AS TO FORM:

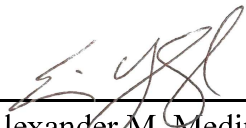
DATED: __ __, 2026

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

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

DATED: August 21, 2026

**COUNSEL FOR DEFENDANT:
MEDINA MCKELVEY LLP**

By: 
Alexander M. Medina
Eric M. Lloyd
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INC.