

CLASS AND PAGA SETTLEMENT AGREEMENT

This Class and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs Jessica Cardona, Sergio Vidal, Sandra Rucker, Zlima Davis-Hall, Autumn Beckmann, Lloyd Rucker, Agustin Gomez, Madelyn Baum, Natalie Ruiz, and Blanca Estela Hernandez (“Plaintiffs”), individually and as representatives of the Class Members defined below and on behalf of the State of California’s Labor and Development Agency (“LWDA”), and defendant Durham D&M, LLC (“Defendant”). Plaintiffs and Defendant are referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

I. RECITALS

1. On May 12, 2023, Plaintiff Cardona filed the initial class action complaint against Durham School Services L.P. and National Express, LLC in the Superior Court of the State of California, County of San Bernardino, Case No. CIVSB2309217 (the “Action”).

2. On August 3, 2023, Plaintiff Cardona amended the initial complaint to add a claim under the PAGA.

3. On May 7, 2024 Plaintiff Cardona filed an Amendment to Complaint adding Defendant as a party to the case.

4. On October 31, 2024, Plaintiff Cardona then filed a second amended complaint dismissing Durham School Services L.P. and National Express, LLC from the lawsuit.

5. On March 13, 2025, Plaintiffs filed a Third Amended Complaint (the “TAC”), adding Plaintiff Vidal and a broader class of non-exempt employees. The TAC asserts claims that Defendant:

- a. Failed to authorize or permit meal periods, or timely meal periods, in violation of Cal. Labor Code §§ 226.7 and 512;
- b. Failed to authorize or permit rest periods in violation of Cal. Labor Code § 226.7;
- c. Failed to provide complete and accurate wage statements in violation of Cal. Labor Code § 226;
- d. Failed to pay all overtime and minimum wages in violation of Cal. Labor Code §§ 510, 558, and 1194;
- e. Failed to pay all wages for all time worked, including the minimum wage, in violation of Cal. Labor Code §§ 204, 218, 1194, 1197 and 1198;
- f. Failed to pay all accrued and vested vacation/PTO wages in violation of Cal. Labor Code § 227.3;
- g. Failed to adequately indemnify employees for employment-related expenditures in violation of Cal. Labor Code § 2802;
- h. Failed to timely pay all earned wages and final paychecks due at the time of separation of employment in violation of Cal. Labor Code §§ 201, 202, and 203;

- i. Engaged in unfair business practices in violation of Cal. Bus. & Prof. Code § 17200; and
 - j. Violated the Private Attorneys General Act (Cal. Labor Code § 2698, *et seq.*) (the “PAGA”).
6. The Parties will enter into a joint stipulation for leave to allow Plaintiffs to file a Fourth Amended Complaint (“FAC”) for the sole purpose of adding Sandra Rucker, Zlima Davis-Hall, Autumn Beckmann, Lloyd Rucker, Agustin Gomez, Madelyn Baum, Natalie Ruiz, and Blanca Estela Hernandez as named plaintiffs. No additional claims will be added to the FAC other than to include the Additional Plaintiffs and the FAC shall become the Operative Complaint in this Action. The Parties stipulate that the answer to the TAC shall serve as the answer to the FAC.
7. Defendant has denied and continues to deny each of the claims and contentions alleged in the Operative Complaint (“Plaintiffs’ Claims”). Plaintiffs have challenged and continue to challenge each of the asserted defenses of Defendant.
8. On March 13, 2026 the Parties participated in an all-day mediation of Plaintiffs’ Claims, with Monique Ngo-Bonnici, Esq., a respected wage and hour class action mediator (the “Mediator”).
9. During the mediation, the Parties were unable to agree on a settlement of Plaintiffs’ Claims. However, following the mediation, on March 18, 2026, the Mediator proposed a settlement to which the Parties agreed.
10. This Agreement, once signed by all parties and their counsel, replaces and supersedes any other agreements, understandings, or representations between the Parties. This Agreement also represents a compromise and settlement of highly disputed claims and defenses. At all times, the Parties’ settlement negotiations have been non-collusive, adversarial, and at arm’s length. Nothing in this Agreement is intended or will be construed as an admission by Defendant that Plaintiffs’ Claims have merit, that Defendant bears any liability to Plaintiffs or any putative class member, that Plaintiffs’ Claims are suitable for class litigation, or as an admission by Plaintiffs that Defendant’s defenses to the Plaintiffs’ Claims have merit. The Parties agree to certification of the Driver Class and Non-Exempt Class for purposes of this Settlement only. If for any reason the Settlement does not become effective, Defendant reserves all available defenses to Plaintiffs’ Claims. Likewise, if for any reason the Settlement does not become effective, Plaintiffs reserve the right to prosecute their Claims and otherwise reserve all rights relating to their Claims.

Based on the aforementioned Recitals, which are a part of this Agreement, the Parties agree as follows:

II. DEFINITIONS

In addition to the other terms defined in this Agreement, the capitalized terms below have the following meaning in this Agreement:

1. **“Driver Class”** or **“Driver Class Members”** means all current and former non-exempt bus drivers who were employed by Defendant in California at any time from May 12, 2019 to April 19, 2026.

2. **“Non-Exempt Class”** or **“Non-Exempt Class Members”** means all current and former non-exempt employees who were employed by Defendant in California at any time from October 8, 2020 to April 19, 2026.

3. **“Aggrieved Drivers”** means all current and former members of the Driver Class who were employed by Defendant from August 3, 2022 to April 19, 2026.

4. **“Aggrieved Non-Exempt Class Members”** means all current and former members of the Non-Exempt Class who were employed by Defendant from October 10, 2024 to April 19, 2026.

5. **“Settlement Members”** refers collectively to the members of the Driver Class, Non-Exempt Class, Aggrieved Drivers Class, and Aggrieved Non-Exempt Class.

6. **“Class Counsel”** means the law firms of Bibiyan Law Group, P.C., Beligan Law Group, LLP, and Fradin Law, LLC.

7. **“Class Counsel Fees Payment”** and **“Class Counsel Litigation Expenses Payment”** collectively mean the amount to be paid to Class Counsel as approved by the Court, to compensate them for their legal work in connection with this action, including their pre-filing investigations, their filing of Plaintiffs’ Claims, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and for related litigation expenses billed in connection with this action.

8. **“Class Data”** means, for Driver Class Members, Non-Exempt Class Members, Aggrieved Drivers, and Aggrieved Non-Exempt Class Members, their: names; last-known mailing addresses; Social Security Numbers; Employee Identification Numbers (if any); and information sufficient to permit the Settlement Administrator to be able to identify the number of workweeks and pay periods that each of them were employed by Defendant during the Driver Class Period, Non-Exempt Class Period, Aggrieved Driver PAGA Period, and Aggrieved Non-Exempt PAGA Period.

9. **“Class Notice”** or **“Class Notice Packet”** means the Notice of Pendency of Class Action Settlement and Final Hearing Date as evidenced by **Exhibit A** to this Agreement and incorporated by reference into this Agreement, subject to the Court’s approval.

10. **“Driver Class Period”** means the period of time from May 12, 2019 to April 19, 2026.

11. **“Non-Exempt Class Period”** means the period of time from October 8, 2020 to April 19, 2026.

12. **“Aggrieved Driver PAGA Period”** means the period of time from August 3, 2022 to April 19, 2026.

13. **“Aggrieved Non-Exempt PAGA Period”** means the period of time from October 10, 2023 to April 19, 2026.

14. The **“End Date”** for the Driver Class Period, Non-Exempt Class Period, Aggrieved Driver PAGA Period, and Aggrieved Non-Exempt Class PAGA Period shall mean April 19, 2026. Defendant has represented that there are 452,941 workweeks employed by the Driver and Non-Driver Class Members from May 12, 2019 to March 13, 2026. This is a material representation for Plaintiffs to enter into this Agreement. If, at the time of the End Date, the total number of unique workweeks implicated by the Driver and Non-Exempt Class Periods exceeds 452,941 workweeks by more than 10% (i.e., by more than 45,294 additional workweeks), or 498,235 workweeks, then the End Date shall be adjusted backwards so that the Driver Class Period and Non-Driver Class Period will not implicate more than 498,235 workweeks.

15. **“Class Representative Service Payments”** means the service payments made to Plaintiffs Vidal and Cardona in their capacity as Class Representatives in an amount not to exceed \$25,000.00 for each plaintiff which accounts for the time, risks, and burdens carried in this Action and the benefits provided to counsel and the class members and aggrieved employees throughout the litigation, as well as each Plaintiffs’ general release of claims against Defendant as defined below.

16. **“Additional Plaintiffs”** refers collectively to Sandra Rucker, Zlima Davis-Hall, Autumn Beckmann, Lloyd Rucker, Agustin Gomez, Madelyn Baum, Natalie Ruiz, and Blanca Estela Hernandez – all of whom retained Bibiyan Law Group to formally represent them and assisted in the prosecution of the claims alleged in this lawsuit.

17. **“Additional Plaintiffs Service Payments”** means the service payments made to the Additional Plaintiffs which accounts for the time, and the benefits provided to counsel and the class members and aggrieved employees, as well as their general release of claims against Defendant as defined below.

18. **“Court”** means the San Bernadino County Superior Court where Plaintiffs’ Claims are currently pending and where Plaintiffs will seek settlement approval.

19. **“Defendant’s Counsel”** means Dechert LLP.

20. **“Settlement Effective Date”** means the date by which all of the following have occurred:

- a. This Agreement has been executed by all Parties and their counsel;

- b. The Court has given preliminary approval to the Settlement;
- c. The Class Notice has been sent to Settlement Members;
- d. The Court has held a Final Approval Hearing certifying the classes, approving the Settlement, and entering judgment; and
- e. One day after the 60-day period for filing any appeal has expired, if no appeal has been filed by a Driver Class Member or a Non-Exempt Class Member who made a timely, valid objection to the Settlement; or, if an appeal is timely filed by same, then one day after the Settlement is subsequently approved following the appeal and there is no possibility of any subsequent appeal or other judicial review.

21. **“Election Not to Participate in Settlement”** means the written request by a member of the Driver Class or Non-Exempt Class to exclude themselves from the Settlement submitted in accordance with the instructions in the Class Notice.

22. **“Final Approval Hearing”** means the hearing to be conducted by the Court to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.

23. **“Gross Settlement Amount”** means the amount to be paid by Defendant as provided by this Agreement. Excluding Defendant’s share of payroll taxes, this amount shall be inclusive of all payments contemplated by this Agreement, including court-approved Settlement Administrator’s fees and expenses, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payments, Putative Class Member Service Payments, and payment to the LWDA.

24. **“Judgment”** means the Final Approval Order and Judgment entered by the Court which will be submitted with Plaintiffs’ motion for final approval of the Settlement.

25. **“LWDA”** means the California Labor and Workforce Development Agency.

26. **“Net Settlement Amount”** means the Gross Settlement Amount less the Court approved amounts for the Class Representative Service Payments, Additional Plaintiffs Service Payments, Class Counsel Fees and Expenses Payment, the PAGA Payment, and the Settlement Administrator’s fees and expenses.

27. **“Non-Participating Class Member”** means a member of the Driver Class or Non-Exempt Class who submits a valid and timely Election Not to Participate in the Settlement.

28. **“Participating Class Member”** means a member of the Driver Class or Non-Exempt Class who does not submit a valid and timely Election Not to Participate in the Settlement.

29. **“Released Class Claims”** are defined as any and all federal, state, local and common law claims for unpaid wages and overtime compensation (including but not limited to any claims based on working “off-the-clock”), unpaid minimum wages, unpaid rest period premiums, unpaid meal period premiums, waiting time penalties, wage statement penalties, unpaid

vacation wages, indemnification, and any and all claims for civil penalties (including those asserted under PAGA) based on any of the acts alleged in the Operative Complaint or arising out of the facts, matters, transactions or occurrences set forth in the Operative Complaint, and any other violation of any wage and hour, wage payment, wage deduction, meal and rest break, indemnification, recordkeeping, unfair business practice or any other wage-related statutes, laws or regulations, including but not limited to the Fair Labor Standards Act, the California Labor Code and IWC wage order provisions that are or could have been asserted by Driver Class Members or Non-Exempt Class Members arising out of the acts alleged in the Operative Complaint or arising out of the facts, matters, transactions or occurrences set forth in the Operative Complaint during the Driver Class Period and Non-Exempt Class Period. Released Class Claims shall also include any and all claims for attorneys' fees, costs, expenses, interest, penalties, liquidated damages, punitive damages and any other damages or relief that have been or could have been asserted by Driver Class Members or Non-Exempt Class Members arising out of the acts alleged in the Operative Complaint or arising out of the facts, matters, transactions or occurrences set forth in the Operative Complaint.

30. **"Released PAGA Claims"** are defined as the claims asserted by the Aggrieved Drivers and Aggrieved Non- Exempt Class Members for alleged violations of the California Labor Code and IWC Wage Order provisions identified in the PAGA notices sent to the LWDA and further identified in the Operative Complaint that are alleged to have occurred during the Aggrieved Driver PAGA Period and Aggrieved Non-Exempt Class PAGA Period.

31. **"Released Parties"** means Defendant, and its respective parents (including Summit School Services, LLC, National Express, LLC and Durham School Services, L.P.), subsidiaries, affiliates, related entities, predecessors or successors in interest, and each of their respective owners, officers, directors, shareholders, partners, members, managing agents, employees, consultants, attorneys, joint venturers, agents, successors, assigns, and insurers or reinsurers of any of them.

32. **"Named Plaintiffs' Released Claims"** are defined as all claims released by the Named Plaintiffs consistent with a full, general release of all claims. Plaintiffs expressly waive any right under California Civil Code section 1542.

33. **"Settlement"** means the disposition of Plaintiffs' Claims and all related claims effectuated by this Agreement.

34. **"Settlement Administrator"** means Apex Class Action Administration (or such other settlement administrator mutually agreed to by the Parties and approved by the Court), which will be responsible for the administration of the Settlement, and all related matters, and which will perform the following duties: (i) establish a Settlement Fund; (ii) prepare the Class Notice, in both English and Spanish, including the number of Workweeks for Driver Class Members and Non-Exempt Class Members based on data provided by Defendant; (iii) mail the Class Notice to Settlement Members and perform address searches and remailings as necessary; (iv) receive and track returned Objections, and Elections Not to Participate in Settlement; (v) notify the Parties of timely and untimely Objections and Elections Not to Participate in Settlement; (vii) notify the Parties of any disputes regarding the number of Workweeks by Participating Class Members and

resolve any disputes resulting from same; (viii) calculate the amounts due to Driver Class Members and Non-Exempt Class Members pursuant to the Settlement, and the amount of Employee Taxes and Employer Taxes; (ix) provide settlement payments and IRS W-2 and 1099 Forms to Participating Class Members, Aggrieved Drivers, Aggrieved Non-Exempt Class Members and to the relevant taxing authorities, and calculate and make all required withholdings and tax payments; (x) make all other required settlement payments pursuant to the terms of the Settlement and as directed by the Court; and (xi) perform such other duties as are described in this Agreement and/or as are customarily performed by settlement administrators, including provision of settlement documents and information, including any Judgment obtained, on the settlement administrator's website.

35. **"Settlement Fund"** shall mean the Qualified Settlement Fund established by the Settlement Administrator for the benefit of Settlement Members, from which payments will be made in accordance with this Agreement.

36. **"Settlement Share"** means the Participating Class Members' share of the Net Settlement Amount as provided by this Agreement.

37. **"PAGA Share"** means the Aggrieved Drivers' and Aggrieved Non- Exempt Class Members' share of the Net Settlement Amount as provided by this Agreement.

38. **"Workweek"** is defined as a normal seven-day week of work during the Driver Class Period and Non-Exempt Class Period in which, according to Defendant's records, members of the Driver Class and Non-Exempt Class were employed at least one day during any such workweek. Workweek may exclude every week during which the members of the Driver Class or Non-Exempt Class were on an unpaid leave of absence, even if they were receiving worker's compensation, disability insurance, Social Security benefits, or Paid Family Leave benefits during the unpaid leave.

39. **"PAGA Pay Period"** means any pay period during which an Aggrieved Driver or Aggrieved Non-Exempt Class Member was employed by Defendant for at least one day during the Aggrieved Driver PAGA Period or Aggrieved Non-Exempt Class PAGA Period, based on Defendant's payroll records.

III. SETTLEMENT TERMS AND CONDITIONS

1. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Gross Settlement Amount that Defendant will pay under this Settlement is \$5,000,000. The Gross Settlement Amount will be disbursed in accordance with the terms of this Agreement, without the need for Settlement Members to submit a claim form. None of the Gross Settlement Amount will revert to Defendant.

2. **Class Representative Service Payments:** In addition to their Settlement Shares and PAGA Shares, Plaintiffs Vidal and Cardona will apply to the Court for a Class Representative Service Payment of not more than \$25,000 each. Defendant will not oppose such an application for Class Representative Service Payments to Plaintiffs Vidal and Cardona. The Settlement

Administrator will pay the Class Representative Service Payments approved by the Court out of the Gross Settlement Amount. If the Court approves a Class Representative Service Payment of less than \$25,000 for Plaintiffs Vidal and Cardona, the other terms of the settlement will remain in effect, and the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Payroll tax withholding and deductions will not be taken from the Class Representative Service Payments and instead a Form 1099 will be issued to Plaintiffs with respect to their payments. Plaintiffs shall be solely responsible for any tax obligations with respect to this payment. To receive these court-approved payments, the Plaintiffs each agree to a California Civil Code section 1542 waiver and a general release of all claims that may be released upon the Settlement Effective Date. Plaintiffs also agree to provide completed IRS Forms W-9 in order to receive these payments.

3. **Additional Plaintiffs Service Payments.** In addition to their Settlement Shares (because they have committed not to opt out) and PAGA Shares, the Additional Plaintiffs will apply to the Court for Additional Plaintiffs Payments not to exceed Five Thousand Dollars (\$5,000) each for a total of Forty Thousand Dollars (\$40,000.00), or such lesser amount as may be approved by the Court, in recognition of their services on behalf of the Settlement Members and assisting in the prosecuting of the claims asserted in the Operative Complaint. Defendant will not oppose such an application for Service Payments to the Additional Plaintiffs. The Settlement Administrator will pay the Additional Plaintiffs Service Payments approved by the Court out of the Gross Settlement Amount. If the Court approves Service Payments of less than \$5,000 for any of the Additional Plaintiffs, the other terms of the settlement will remain in effect, and the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Payroll tax withholding and deductions will not be taken from the Additional Plaintiffs Service Payments and instead a Form 1099 will be issued to the Additional Plaintiffs with respect to their payments. The Additional Plaintiffs shall be solely responsible for any tax obligations with respect to their payments. To receive these court-approved payments, the Additional Plaintiffs each agree to a California Civil Code section 1542 waiver and a general release of all claims that may be released upon the Settlement Effective Date. The Additional Plaintiffs also agree to provide completed IRS Forms W-9 in order to receive their payments.

4. **Class Counsel Payment.** Class Counsel will collectively apply to the Court for an award of not more than \$1,750,000 (thirty-five percent (35%) of the Gross Settlement Amount) as their Class Counsel Fees Payment for work performed, and an amount not more than \$200,000 for all expenses incurred as documented in Class Counsel's respective billing records as their Class Counsel Litigation Expenses. Class Counsel from the Bibiyan Law Group, P.C., Beligan Law Group, LLP, and Fradin Law, LLC shall provide declarations regarding the fee split between the law firms and confirm that the fee split has been memorialized in an agreement signed by Plaintiffs and Class Counsel, and will agree to produce same *in camera* if requested by the Court. Defendant will not oppose their request for a Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment consistent with this Agreement and approved by the Court. The Settlement Administrator will pay the amounts approved by the Court (but not more than \$1,750,000 for the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment not to exceed \$200,000) out of the Gross Settlement Amount. If the Court approves a Class Counsel Fees Payment of less than \$1,750,000 or a Class Counsel Litigation Expenses Payment less than the total requested amount, respectively, the other terms of the Settlement will remain in effect and the

remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Payroll tax withholding and deductions, if any, will not be taken from the Class Counsel Fees Payment or Class Counsel Expenses Payment; instead, Forms 1099 will be issued to Class Counsel with respect to the payments respectively received by them. The payment of Class Counsel's fees and costs shall be made to Class Counsel by the Settlement Administrator in accordance with this Agreement. Class Counsel agrees to provide completed IRS Forms W-9 in order to receive these payments.

5. **PAGA Payment.** Class Counsel will seek approval from the Court, after providing the Settlement Agreement to the LWDA, for a PAGA Payment of \$250,000 out of the Gross Settlement Amount, which shall be allocated \$175,000 to the LWDA (the "LWDA Payment") as the LWDA's 70% share of the civil penalties paid under this Agreement pursuant to the PAGA and the remainder 30% (\$75,000) to the Net Settlement Amount for distribution to the Aggrieved Drivers and Aggrieved Non-Drivers to account for their PAGA Shares. Out of the \$75,000, \$68,250 (91%) shall be allocated to the Aggrieved Drivers and \$6,750 (9%) will be allocated to the Aggrieved Non-Exempt Class Members. This split derives from a pro rate share of PAGA Pay Periods between the two groups. If the Court approves a PAGA Payment of less than \$250,000, the other terms of the Settlement will remain in effect and the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. In the event the LWDA or the Court rejects this allocation, the Parties will meet and confer with the Court and the LWDA to reach a penalty allocation acceptable to all parties that does not materially alter the terms of the Settlement, nor require Defendant to pay more than the Gross Settlement Amount.

6. **To the Settlement Administrator.** The Settlement Administrator will pay out of the Gross Settlement Amount to itself its reasonable fees and expenses that are documented and approved by the Court in an amount not to exceed \$35,500. These reasonable fees and costs shall include all costs of administering the Settlement, including but not limited, to all tax document preparation, custodial fees, and accounting fees incurred by the Settlement Administrator; all costs and fees associated with preparing, issuing and mailing any and all notices and other correspondence to Settlement Members, including an English and Spanish-language version of the Class Notice; all costs and fees associated with computing, processing, reviewing, and paying the Settlement Shares, and resolving disputed claims; all costs and fees associated with calculating tax withholdings and payroll taxes and making related payment to federal state tax authorities and issuing tax forms relating to payments made under the Settlement; all fees and costs associated with any other payments to be made out of or into the Settlement Fund; all costs and fees associated with preparing any tax returns and any other filings required by any governmental taxing authority or agency; all costs and fees associated with preparing any other notices, reports, or filings to be prepared in the course of administering disbursements from the Settlement Fund; and any other costs and fees incurred and/or charged by the Settlement Administrator in connection with the execution of its duties under this Agreement. To the extent the fees and expenses that are documented and approved by the Court are less than \$35,500, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. In the event the Defendant voids the settlement under Section IV, Paragraph 4, below, or the Settlement Effective Date is not reached due to the Court not granting final approval with prejudice or reversal of final approval on appeal, payment of the Settlement Administrator's fees and Settlement Administrator's expenses shall be split equally between Plaintiffs and Defendant (50% by Plaintiffs; 50% by Defendant).

7. **Settlement Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay a Settlement Share from the Net Settlement Amount to Participating Class Members. No claim form will be required for Participating Class Members to receive payment.

8. **Calculation of Settlement Shares Among Participating Driver Class Members and Non-Exempt Class Members.** The Net Settlement Amount shall be allocated as follows: 94% to the Driver Class and 6% to the Non-Exempt Class. This split derives from a pro rata share of Workweeks between the two groups. The Settlement Share for Participating Class Members in the Driver Class will be based proportionally on the number of Workweeks that the Driver Class Members worked during the Driver Class Period. Specifically, the Settlement Share allocated to Participating Driver Class Member will be divided by the total number of unique Workweeks at issue for all Driver Class Members, and then taking that number and multiplying it by the number of unique Workweeks that the Driver Class Member worked during the Driver Class Period. Similarly, the Settlement Share for Participating Class Members in the Non-Exempt Class will be based proportionally on the number of unique Workweeks that the Non-Exempt Class Members worked during the Non-Exempt Class Period. Specifically, the Settlement Share allocated to Participating Non-Exempt Class Members will be divided by the total number of unique Workweeks at issue for all Non-Exempt Class Members, and then taking that number and multiplying it by the number of unique Workweeks that Non-Exempt Class Member worked during the Non-Driver Class Period.

9. **Calculation of PAGA Shares Among Aggrieved Drivers and Aggrieved Non-Exempt Class Members.** The value of Aggrieved Drivers' PAGA Shares will be based proportionally on the number of Pay Periods that the Aggrieved Drivers worked during the Aggrieved Driver PAGA Period. Specifically, the PAGA Share allocated to Aggrieved Drivers will be calculated by dividing the total number of unique Pay Periods at issue for all Aggrieved Drivers and then taking that number and multiplying it by the number of Pay Periods for each respective Aggrieved Driver. The value of Aggrieved Non-Exempt Class Members' PAGA Shares will be based proportionally on the number of Pay Periods that the Aggrieved Non-Exempt Class Members worked during the Aggrieved Non-Exempt PAGA Period. Specifically, the PAGA Share allocated to Aggrieved Non-Exempt Class Members will be calculated by dividing the total number of unique Pay Periods at issue for all Aggrieved Non-Exempt Class Members and then taking that number and multiplying it by the number of Pay Periods for each respective Aggrieved Non-Exempt Class Member. The Aggrieved Drivers' and Aggrieved Non-Exempt Class Members' PAGA Shares will be 50% penalties and 50% interest. Accordingly, the Aggrieved Drivers and Aggrieved Non-Exempt Class Members' PAGA Shares shall not be subject to wage withholdings, and shall be reported on IRS Form 1099.

10. **Allocation of Settlement Share.** The Settlement Share paid to Participating Class Members shall be allocated as follows:

- a. 15% of Participating Class Members' Settlement Shares are in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to applicable

wage withholdings, and shall be reported on IRS Form W-2 and shall be paid for from the Net Settlement Amount.

- b. 85% of Participating Class Members' Settlement Shares are in settlement of claims for interest, penalties and liquidated damages allegedly due to the Participating Class Members (the "Non-Wage Portion").

11. **Effect of Non-Participating Class Members.** Non-Participating Class Members will still receive their PAGA Share. However, Non-Participating Class Members will not receive their Settlement Share and their Election Not to Participate in Settlement will reduce neither the Gross Settlement Amount nor the Net Settlement Amount. Their respective Settlement Shares will remain a part of the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis relative to their Settlement Shares.

12. **Class End Date Modification.** Defendant represented that, as of March 6, 2026, there were approximately 5,099 Settlement Members who collectively were employed 452,941 workweeks during the Driver Class Period and Non-Driver Class Period. If the total number of unique workweeks by Driver Class Members and Non-Exempt Class Members as of April 19, 2026 exceeds 452,941 by more than 10% (i.e., by more than 45,294 additional workweeks) or 498,235, then the end date for the Driver Class Period, the Non-Exempt Class Period, Aggrieved Driver PAGA Period, and the Aggrieved Non-Exempt Class PAGA Period shall be cut off as of a date that will not implicate more than 498,235 unique workweeks (i.e., 10% above the estimated 452,941 workweeks) and the definitions set forth in Paragraph 2 for Driver Class Period, Non-Exempt Class Period, Aggrieved Driver PAGA Period and Aggrieved Non-Exempt Class PAGA Period will be modified accordingly to account for the new end dates.

13. **Appointment of Settlement Administrator.** Class Counsel will ask the Court to appoint Apex as the qualified administrator, to serve as the Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. In the event the Court does not approve the appointment of Apex, the Parties will meet and confer to select an alternate Settlement Administrator. The Settlement Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Settlement Members, including both English and Spanish versions of the Notice; conducting a National Change of Address search on any Class Notice Packet returned by the U.S. Postal Service as non-deliverable, and re-mailing the Class Notice Packet to the Settlement Members' new address; setting up a toll-free telephone number to receive calls from Settlement Members; setting up and maintaining a case-specific page on the Settlement Administrator's website with key settlement dates, deadlines, and documents, including the final approval order and judgment; receiving and reviewing for validity completed Elections Not to Participate in Settlement; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of completed Elections Not to Participate in Settlement; calculating Settlement Shares and PAGA Shares; maintaining the Settlement Fund account in an interest-bearing account; issuing the checks to effectuate the payments due under the Settlement, providing periodic updates on the status of uncashed checks, issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Settlement Administrator will have the authority to resolve all disputes concerning the calculation

of Participating Class Members' Settlement Shares, subject to the dollar limitations and calculations set forth in this Agreement. The Settlement Administrator's reasonable fees and expenses, including the cost of printing and mailing the Class Notice Packet, will be paid out of the Gross Settlement Amount. The Settlement Administrator shall have its own Employer Identification Number under Internal Revenue Service Form W-9 and shall use its own Employer Identification Number in calculating payroll withholdings for taxes and shall collect and transmit the required employers' and employees' share of the withholdings to the appropriate state and federal tax authorities. The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

IV. PROCEDURE FOR APPROVING SETTLEMENT

1. Motion for Preliminary Approval of Settlement by the Court.

- a. After the Parties and their Counsel of Record execute this Agreement, Plaintiffs shall file a Preliminary Approval Motion by July 28, 2026 asking the Court for an order granting Preliminary Approval of the Settlement (the "Motion for Preliminary Approval"), which is presently set for August 19, 2026, and notify Settlement Members that the Final Approval Hearing has been set for December 15, 2026.
- b. Class Counsel agrees to provide to Defendant's Counsel for review and approval the draft Preliminary Approval Motion and the draft Motion for Final Approval at least three (3) business days before the filing of the motion(s). Class Counsel agrees not to file either motion without providing Defendant an opportunity to review and propose edits to the drafts before filing.
- c. At the hearing on the Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the motion, and submit with the Motion for Preliminary Approval a Proposed Order Granting Preliminary Approval of the Settlement.
- d. Should the Court decline to preliminarily approve material aspects of the Settlement (including but not limited to the scope of the Released Class Claims or Released PAGA Claims to be granted by Participating Class Members, Aggrieved Drivers, or Aggrieved Non-Exempt Class Period, or the binding effect of the Settlement on same), the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval.

2. Notice to Class Members. After the Court enters its Order Granting Preliminary Approval of the Settlement, Settlement Members will be sent the Class Notice Packet (which will include the Class Notice completed to reflect the Order Granting Preliminary Settlement Approval of the Settlement and showing the Class Member's Settlement Share) as follows:

- a. No later than 14 calendar days after the Court enters its Order Granting Preliminary Approval of the Settlement, Defendant will provide to the Settlement Administrator

with the Class Data. If any or all of the Class Data is unavailable to Defendant, Defendant will so inform Class Counsel, and the Parties will make their best efforts to reconstruct or otherwise agree upon the Class Data prior to when it must be submitted to the Settlement Administrator. The Settlement Administrator shall update addresses using the National Change of Address database. This information will otherwise remain confidential and will not be disclosed to anyone (including Class Counsel, Plaintiffs, or any other Settlement Members), except as required to applicable taxing authorities, in order to carry out the reasonable efforts described in this Agreement, or pursuant to Defendant's express written authorization or by order of the Court. All Class Data will be used for settlement notification and settlement administration and shall not be used for any other purpose by Class Counsel. Except as specifically provided herein, the Class Data shall not be disclosed to Class Counsel, the Plaintiffs, or any other Settlement Members without the written consent of Defendant.

- b. Using best efforts to mail it as soon as possible, and in no event later than 14 calendar days after receiving the Class Data, the Settlement Administrator will mail the Class Notice Packets to all Settlement Members via first-class regular U.S. Mail using the mailing address information provided by Defendant, unless modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Settlement.
- c. If a Class Notice Packet is returned because of an incorrect address, the Settlement Administrator will promptly, and not longer than 10 calendar days from receipt of the returned packet, search for a more current address for the Settlement Member in the National Change of Address database and re-mail the Class Notice Packet to the Settlement Member. The Settlement Administrator will use the Class Data and otherwise work with Defendant to locate a more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed upon job parameters, Court orders, and fee, as agreed to with Class Counsel and according to the following deadlines, to trace the mailing address of any Settlement Member for whom a Class Notice Packet is returned by the U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches in the National Change of Address database for all mail returned without a forwarding address; and promptly re-mailing to Settlement Members for whom new addresses are found. Settlement Members for whom Class Notice Packets are remailed will have an additional 14 calendar days added to the response deadline. If the Class Notice Packet is re-mailed, the Settlement Administrator will note for its own records and notify Class Counsel and Defendant's Counsel of the date and address of each such re-mailing as part of a weekly status report provided to the Parties. Upon completion of these steps by the Settlement Administrator, the Parties shall be deemed to have satisfied their obligation to provide the Class Notice Packet to the affected Settlement Members.

- d. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defendant's Counsel of the number of Elections Not to Participate in Settlement it receives (including the numbers of valid and deficient Elections), and number of objections received.
- e. Not later than 5 calendar days before the date by which the Plaintiffs file the Motion for Final Approval of the Settlement, the Settlement Administrator will provide the Parties for filing with the Court a declaration of due diligence setting forth its compliance with its obligations under this Agreement and detailing the Elections Not to Participate in Settlement it received (including the numbers of valid and deficient Elections) and objections received. Prior to the Final Approval Hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

3. **Objections to Settlement; Disputes as to Workweeks and Pay Periods Allocated to Settlement Members; Objections to the Settlement; Elections Not to Participate in Settlement.** Participating Class Members may submit objections to the Settlement or this Agreement. Settlement Members may also submit disputes as to workweeks and Pay Periods allocated to them and Elections Not to Participate in Settlement pursuant to the following procedures:

- a. **Objections to Settlement and Disputes as to Workweeks and/or Pay Periods.** The Class Notice will provide that only Participating Class Members who wish to object to the Settlement must submit to the Settlement Administrator with copies to the Parties' Counsel, not later than 45 calendar days (unless extended by remailing pursuant to Section 2(c) above) after the Settlement Administrator first mails the Class Notice Packets, written objections to the Settlement setting forth the grounds for the objection. The Settlement Administrator will submit any such objections to the Court as an exhibit to the Settlement Administrator's declaration in support of Plaintiff's Motion for Final Approval, if the 45th day falls on a Sunday or holiday, the deadline to object will be the next business day that is not a Sunday or holiday. The Parties may file a response to any objections submitted by objecting Participating Class Members no later than ten (10) calendar days prior to the Final Approval Hearing. Participating Class Members who do not submit a written objection in the manner and by the deadline specified above will be deemed to have waived any objection and will be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement, except that Participating Class Members may attend the Final Approval Hearing and object, orally, without requiring prior submittal of a written objection. Non-Participating Class Members shall have no ability to comment on or object to the Settlement. Participating Class Members shall also have 45 calendar days from the date of the initial mailing of the Class Notice Packet in which to dispute the number of Workweeks and/or Pay Periods the Class Notice allocates to them during the Driver Class Period, the Non-Exempt Class Period, the Aggrieved Driver PAGA Period and/or the Aggrieved Non-Exempt Class PAGA Period. If the 45th day falls on a Sunday or holiday, the deadline will be the next business day that is not a Sunday or holiday. Any dispute

as to this allocation shall be resolved by the Settlement Administrator. In calculating each individual Settlement Members' Settlement Share and/or PAGA Share of the Net Settlement Amount and/or PAGA Payment, Defendant's records regarding the employment tenure of Settlement Members shall be presumed to be correct. Settlement Members who challenge Defendant's records must submit a challenge in writing to the Settlement Administrator and will bear the burden of proof, e.g., Settlement Members who fail to provide written documentation supporting a different number of Workweeks and/or Pay Periods will have his or her challenge denied. Defendant will investigate the challenge and determine whether any correction (e.g., to the number of Workweeks and/or Pay Periods) for the Settlement Member making the challenge should be made. In no case will a challenge result in a payment by Defendant in excess of the Gross Settlement Amount. Any Notice of Dispute shall be directed to the Settlement Administrator.

- b. **Election Not to Participate in Settlement.** The Class Notice also will provide that Driver Class Members and Non-Exempt Class Members who wish to exclude themselves from the Settlement must mail or fax to the Settlement Administrator not later than 45 calendar days after the Settlement Administrator first mails the Class Notice Packets (unless extended by re mailing pursuant to Section 2(c) above) a signed Election Not to Participate in Settlement. To be valid, an Election Not to Participate must be timely and must comply with the instructions in the Class Notice. The Election Not to Participate must: (1) state the Settlement Member's name, Social Security Number, address and telephone number, (2) unequivocally state that the Settlement Member requests exclusion from, or "opts out" of, the Settlement, (3) be dated, and (4) be signed by the Settlement Member. Elections Not to Participate must be made individually and cannot be made on behalf of a group of employees or on behalf of other Settlement Members. If a question is raised about the authenticity of a signed Election Not to Participate in Settlement, the Settlement Administrator will have the right to demand additional proof of the Settlement Member's identity. A Non-Participating Class Member will not participate in or be bound by the Settlement and the Judgment, except for the PAGA component of the Settlement from which they (as Aggrieved Drivers and Aggrieved Non-Exempt Class Members) cannot exclude themselves. Defendant will remain free to contest any claim brought by the Non-Participating Class Member that would have been barred by this Agreement, and nothing in this Agreement will constitute or be construed as a waiver of any defense Defendant has or could assert against such a claim. A Settlement Member who does not complete and mail a timely Election Not to Participate in Settlement in the manner and by the deadline specified above will automatically become a Participating Class Member and be bound by all terms and conditions of the Settlement, including the Released Class Claims by the Class, if the Settlement is approved by the Court, and by the Judgment, regardless of whether they objected to the Settlement. If a Settlement Member submits a deficient Election Not to Participate, the Settlement Administrator shall notify the Settlement Member of the deficiency within three (3) business days of receipt. The Settlement Member shall have until the end of the 45-day period following the initial mailing, plus three (3) business days to cure said

deficiencies, at which point his or her Election Not to Participate will be rejected if not received. Settlement Members submitting untimely or deficient Elections Not to Participate shall be bound by the Settlement and its releases. Persons who submit an Election Not to Participate in Settlement shall not be permitted to file objections to the Settlement or appear at the Final Approval Hearing to voice any objections to the Settlement. All Participating Class Members who do not submit a valid and timely Election Not to Participate in Settlement will receive a Settlement Share, without the need to file a claim form, and will be bound by all of the terms of the Settlement, including without limitation, the release of the Released Class Claims by the Participating Class Members set forth in this Agreement. All Aggrieved Drivers and Aggrieved Non-Exempt Class Members will receive a PAGA Share consisting of their proportionate share of the PAGA Payment, irrespective of whether they opted out of the class settlement and will be bound by the Aggrieved Driver and Aggrieved Non-Exempt Class release.

- c. **Report.** Not later than 10 calendar days after the deadline for submission of Elections Not to Participate in Settlement, the Settlement Administrator will provide the Parties with a complete and accurate list of all Participating Class Members, and all Non-Participating Class Members. The list will contain only the Employee Identification Numbers, Workweeks, Pay Periods, and estimated payment amounts for these persons.

4. **Right of Defendant to Reject Settlement.** If more than forty (40) members in the Driver Class and Non-Exempt Class submit timely, valid Elections Not to Participate in Settlement, or, prior to Final Approval deemed by the Court to be excluded from this Settlement, then Defendant will have the right, in its sole discretion, to void the Settlement in which case this Agreement shall become null and void and be of no force and effect. But before voiding the Settlement Defendant shall negotiate in good faith with Plaintiffs to assess whether there is an agreeable pathway to revise the Gross Settlement Amount to an amount that accounts for all the individuals who opted out of the Settlement. The Parties shall attempt to seek the assistance of the Mediator to mediate such a negotiation – and if she requires payment of additional fees for her services then the Parties shall split the cost equally.

5. **No Solicitation.** The Parties and their counsel represent that neither the Parties nor their respective counsel have or will solicit or otherwise encourage directly or indirectly any Settlement Member to object to the Settlement, appeal from the Judgment, or elect not to participate in the Settlement. If a Driver Class Member or a Non-Exempt Class Member submits an Election Not to Participate in Settlement, Class Counsel will not solicit or otherwise encourage that Non-Participating Class Member to participate in separate litigation against Defendant.

6. **Additional Briefing and Final Approval**

- a. Class Counsel will file with the Court their application for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and Putative Class Member Service Payments no later than the date the Plaintiffs file their Motion for Final Approval, and the application will be

heard by the Court at the Final Approval Hearing, which is presently scheduled for December 15, 2026.

- b. No later than 16 court days before the Final Approval Hearing, the Plaintiffs will file with the Court a motion for final approval of the Settlement, the PAGA Payment, and payment of the Settlement Administrator's reasonable fees and expenses. If any opposition is filed to any of the above applications, then not later than 5 court days before the Final Approval Hearing, both Parties may independently file a reply in support of the motion for final approval of the Settlement.
- c. If the Court does not grant final approval of the Settlement or grants final approval conditioned on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members, Aggrieved Drivers, or Aggrieved Non-Exempt Class Members), then the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval. However, an award by the Court of a lesser amount than that sought by Plaintiffs and Class Counsel for the PAGA Payment, Class Representative Service Payments, Putative Class Member Service Payments, the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, or Settlement Administrator's fees and expenses will not constitute a material modification to the Settlement within the meaning of this paragraph. However, in the event there is a reduction of either Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment, Class Counsel reserves the right to challenge the reduction with the Court of Appeals and is not bound to Paragraph 7 below for an appeal on this particular issue.
- d. Upon final approval of the Settlement by the Court at or after the Final Approval Hearing, the Parties will present for the Court's approval a proposed Judgment. After entry of the Judgment, the Court will have continuing jurisdiction over the Action and the Settlement solely for purposes of (i) enforcing this Agreement, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

7. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms and conditions of this Agreement, Plaintiffs and Participating Class Members who did not timely or validly submit an objection to the Settlement, Defendant, and their respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion for new trial, and any extraordinary writ. The Judgment therefore will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings. If an appeal is taken from the Judgment, the time for consummation of the Settlement (including making payments under the Settlement) will be suspended until such time as the appeal is finally resolved and the Judgment becomes Final.

8. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If after a notice of appeal, a petition for review, or a petition for certiorari, or any other motion, petition, or application, the reviewing Court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members, Aggrieved Drivers, or Aggrieved Non-Exempt Class Members), and that Court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher Court, then the Parties shall work together in good faith to address any concerns raised by the reviewing Court and propose a revised Settlement for the approval of the Court not later than fourteen days after the reviewing Court's decision vacating, reversing, or materially modifying the Judgment becomes final. An appellate court's vacation, reversal, or modification of the Court's award of the Class Representative Service Payments, Putative Class Member Service Payments, Class Counsel Fees Payment or Litigation Expenses Payment, and Settlement Administrator's fees and expenses will not constitute a vacation, reversal, or material modification of the Judgment within the meaning of this paragraph, provided that Defendant's obligation to make payments under this Settlement will remain limited by the Gross Settlement Amount.

9. **Timing of Provision of Settlement Shares and Other Payments.** Defendant will fund the Gross Settlement Amount by depositing the money with the Settlement Administrator. Defendant shall fund the Gross Settlement Amount within fifteen (15) calendar days of the Settlement Effective Date. Within fifteen (15) calendar days after Defendant funds the Gross Settlement Amount, the Settlement Administrator will pay to Participating Class Members their Settlement Shares; to Plaintiffs, their Class Representative Service Payments in addition to their Settlement Shares and/or PAGA Shares; to Class Counsel, their Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment; to the LWDA, the LWDA Payment; to the Settlement Administrator, its reasonable, court-approved fees and expenses; and to Aggrieved Drivers and Aggrieved Non-Exempt Class Members, their PAGA Shares. Any delay by the Settlement Administrator in timely performing its duties under this, or any other Paragraph, will not constitute a breach of this Agreement by any Party and the Parties shall work together to reach a mutually-agreeable solution for any issues caused by such delay.

10. **Uncashed Settlement Share Checks or PAGA Share Checks.** A Participating Class Member, Aggrieved Driver, or Aggrieved Non-Exempt Class Member must cash his or her Settlement Share check and/or PAGA Share check within 180 days after it is mailed to him or her. If a check is returned to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to re-mail it to the Participating Class Member, Aggrieved Driver, or Aggrieved Non-Exempt Class Member at his or her correct address. If a Participating Class Member's Settlement Share check is not cashed within 180 days after its last mailing to the Participating Class Member, or an Aggrieved Driver's or Aggrieved Non-Exempt Class Member's PAGA Share check is not cashed within 180 days after its last mailing to the Aggrieved Driver or Aggrieved Non-Exempt Class Member, the funds from such uncashed checks will be paid to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 et seq., for the benefit of those Participating Class Members, Aggrieved Drivers, and Aggrieved Non-Exempt Class Members who did not cash their checks, until such time that they claim their property. The Parties agree that this disposition results in no "unpaid residue" under California Code of Civil Procedure section 384.

11. **Final Report by Settlement Administrator to Court.** Within ten (10) calendar days after the 180 day check cashing period expires, the Settlement Administrator will serve on the Parties and file with the Court a declaration proving a final report on the disbursements of all funds from the Gross Settlement Amount pursuant to California Code of Civil Procedure section 384. Thereafter, the Court shall set a date for a final review hearing when the Parties shall report to the Court the total amount that was actually paid to the Participating Class Members, the Aggrieved Drivers, the Aggrieved Non-Exempt Class Members, and the amount of the unclaimed funds sent to the Controller of the State of California to be held pursuant to Unclaimed Property Law, California Civil Code § 1500 *et seq.* for the benefit of Participating Class Members, Aggrieved Non-Exempt Class Members, and Aggrieved Drivers.

V. RELEASE OF CLAIMS

1. **Participating Class Members, Aggrieved Drivers and Aggrieved Non-Exempt Class Members.** As of the Settlement Effective Date, Plaintiffs and the Participating Class Members shall release all Released Class Claims that occurred during the respective Release Period as to the Released Parties. As of the Settlement Effective Date, all Aggrieved Non-Exempt Class Members and Aggrieved Drivers shall release all Released PAGA Claims.

2. **Plaintiffs' Release and Waiver of Rights Under California Civil Code Section 1542.** As partial consideration for the Class Representative Service Payments, in addition to the Released Class Claims, Plaintiffs hereby provide the Released Parties with a general release of any and all claims, known or unknown, under California Civil Code Section 1542, that could have been brought against them, which will become effective on the Settlement Effective Date. Thus, even if Plaintiffs discover facts and/or claims in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Named Plaintiffs' Released Claims, those claims will remain released and forever barred. Therefore, Plaintiffs expressly waive and relinquish the provisions, rights and benefits of section 1542 of the California Civil Code (or any other similar provision under federal or state law), 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. This waiver is not a mere recital but is a knowing waiver of rights and benefits. This is a bargained-for provision of this Agreement and is further consideration for the covenants and conditions contained herein.

3. **Signatures of All Participating Class Members, Aggrieved Drivers, Aggrieved Non-Exempt Class Member Unnecessary to Be Binding.** The Parties agree for settlement purposes only that, because the Settlement Members are so numerous, it is impossible or impracticable to have each Participating Class Member, Aggrieved Driver, or Aggrieved Non-Exempt Class Member execute this Agreement. Accordingly, the Notices will advise all Settlement Members of the binding nature of their releases and, if the Court grants final approval of this Settlement, this Agreement shall have the same force and effect as if it were executed by each Participating Class Member, Aggrieved Driver, or Aggrieved Non-Exempt Class Member.

4. **Covenant Not to Sue.** As of the Settlement Effective Date, the Plaintiffs and each Participating Class Member, and all successors in interest, shall be permanently enjoined and forever barred from prosecuting any and all Released Class Claims against the Released Parties. Thus, subject to and in accordance with this Agreement, even if the Plaintiffs and/or any Participating Class Member may hereafter discover facts in addition to or different from those they now know or believe to be true with respect to the Released Class Claims, they shall be deemed to have, and by operation of the Court's Orders and Judgment shall have, fully, finally, and forever settled and released any and all Released Class Claims.

VI. MISCELLANEOUS TERMS

1. **No Effect on Other Benefits.** The Settlement Shares will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to Plaintiffs, Participating Class Members, Aggrieved Drivers, and Aggrieved Non-Exempt Class Members who will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement. Neither the Settlement nor any amounts paid under the Settlement will modify any previously credited hours or service under any employee benefit plan, policy, or bonus program sponsored by Defendant. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under Defendant's sponsored benefit plans, policies, or bonus programs. The payments made under the terms of this Agreement shall not be applied retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of any of Defendant's benefit plan(s), policy(ies), or bonus program(s). Defendant retains the right to modify the language of its benefit plans, policies and bonus programs to effect this intent, and to make clear that any amounts paid pursuant to this Settlement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans, policies and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Agreement.

2. **Limitation on Public Statements About Settlement.** Defendant, Defendant's Counsel of Record, Plaintiffs, and Class Counsel will not engage in any type of publicity related to Plaintiffs' Claims or this Settlement, including but not limited to posting the fact of Plaintiffs' Claims or this Settlement on any website (excluding the settlement website to be maintained by the Settlement Administrator for posting settlement-related information and documents, including the judgment if obtained), issuing any type of press release regarding Plaintiffs' Claims or this Settlement, initiating any media coverage (digital, radio, satellite, print, recorded, social media, including Facebook, Twitter, TikTok, Instagram, etc.), responding to any request for comment about the Claims or this Settlement by the press, or responding to any press inquiries regarding Plaintiffs' Claims or this Settlement. Nothing in this paragraph shall prohibit Class Counsel or the Settlement Administrator from communicating with Settlement Members regarding the proposed Settlement, or prohibit the Parties or their counsel from filing or otherwise submitting documents to the Court, or prohibit the Settlement Administrator's issuance of the Class Notice to Class Members of their right to participate in the Settlement and procedures related thereto, subject to Court's approval of such notification procedures.

3. **No Admission of Liability or Class Certification for Other Purposes.**

- a. Defendant and the Released Parties deny that they have engaged in any unlawful activity, have failed to comply with the law in any respect, have any liability to anyone for Plaintiffs' Claims, or that, but for the Settlement, a class should be certified on Plaintiffs' Claims. This Agreement is entered into solely for the purpose of compromising highly disputed claims and defenses. Nothing in this Agreement or the negotiation thereof is intended or will be construed as an admission of liability or wrongdoing by Defendant or the Released Parties, or an admission by Plaintiffs that any of their Claims were non-meritorious or any defense asserted by Defendant was meritorious. This Settlement and the fact that Plaintiffs and Defendant were willing to settle Plaintiffs' Claims will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with interpreting, effectuating or enforcing the Settlement or Judgment pursuant to this Agreement).
- b. The Parties stipulate to the conditional certification of the Driver Class and Non-Exempt Class as defined herein for settlement purposes only, pursuant to California Rule of Court 3.769(d), and Code of Civil Procedure section 382. As set forth in the provisions below, the certification for settlement purposes is void and all terms of this Settlement are void if this Settlement is not approved by the Court.
- c. Whether or not the Judgment becomes Final, neither the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, nor any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Plaintiffs or Defendant or any of the Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any of the Released Parties, in any further proceeding regarding Plaintiffs' Claims, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.'
- d. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings for the limited purpose of enforcing any or all terms of this Agreement or defending any claims released or barred by this Agreement.

4. **No Other Known Claims.** Class Counsel warrants and represents as a material provision of this Agreement that, other than the Named Plaintiffs and Represented Putative Class Members, they do not currently represent any person with a known claim against Defendant or any of its affiliates or parents, including, among other entities, Durham School Services, L.P. and Summit School Services, LLC.

5. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibit will constitute the entire agreement between the

Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibit other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibit.

6. **Non-Approval By the Court.** In the event that this Agreement is not approved by the Court, fails to become effective, or is reversed, withdrawn or materially modified by the Court or an appeal: (1) the Agreement shall have no force or effect; (2) the Agreement shall not be admissible in any judicial, administrative, or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; (3) none of the Parties to this Agreement will be deemed to have waived any claims, objections, defenses, or arguments with respect to the issue of class certification or the merits of Plaintiffs' Claims.

7. **Attorney Authorization.** Class Counsel and Defendant's Counsel warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement including any amendments to this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement this Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of a Mediator of their choice for resolution.

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

9. **No Tax Advice.** Neither Class Counsel nor Defendant's Counsel intend anything contained in this Settlement to constitute 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 C.F.R. Part 10, as amended) or otherwise. Plaintiffs, Participating Class Members, Aggrieved Non-Exempt Class Members, and Aggrieved Drivers understand and agree that except for Defendant's payment of the employer's portion of any payroll taxes, they will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein.

10. **Modification of Agreement.** Except as expressly set forth hereinabove, this Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by the Parties' counsel.

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

12. **Severability.** The Parties to this Agreement agree, covenant, and represent that each and every provision of this Agreement shall be deemed to be contractual, and that they shall not

be treated as mere recitals at any time or for any purpose. Therefore, the Parties further agree, covenant, and represent that each and every provision of this Agreement shall be considered severable, except for the release provisions of this Agreement. If a court of competent jurisdiction finds the release provisions of this Agreement to be unenforceable or invalid as against a Settlement Member, then this Agreement shall, at the option of Defendant, become voidable as to such Settlement Member and the payments made pursuant to this Agreement to that Settlement Member shall be returned to Defendant by that Settlement Member as to whom the release provisions have been found unenforceable or invalid. If a court of competent jurisdiction finds any provision, other than the release provisions of Section (V), or part thereof to be invalid or unenforceable for any reason, that provision, or part thereof, shall remain in full force and effect to the extent allowed by law, and all of the remaining provisions of this Agreement shall remain in full force and effect.

13. **Extensions of Time.** If either Party cannot reasonably comply with an obligation under this Agreement by the deadline set forth herein applicable to that obligation, that Party may apply to the Court for a reasonable extension of time to fulfill that obligation. Consent to such a request for an extension will not be unreasonably withheld by the other Party.

14. **No Waiver.** No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto shall be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right, or remedy.

15. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California.

16. **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.

17. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of Plaintiffs' Claims and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.

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

19. **Notice.** All notices, demands, or other communications given under 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, addressed as follows:

To Plaintiffs and Class:

Jerusalem F. Beligan, Esq.
Leah M. Beligan, Esq.

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19800 MacArthur Blvd., Suite 300
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David D. Bibiyan, Esq.
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Fax: (310) 300-1705
E-mail: david@tomorrowlaw.com

To Defendant:
Christopher Braham, Esq.
Dechert LLP
633 West 5th Street, Suite 4900
Los Angeles, CA 90071
Tel.: (213) 808-5700
Fax: (213) 808-5760
E-mail: Chris.Braham@dechert.com

If the identity of the person(s) to be notified for any Party changes, or their address changes, that Party shall notify all other Parties of said change in writing.

20. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically, 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 provided that 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.

21. **Continuing Jurisdiction.** The Court that presides over the approval process of the Settlement of Plaintiffs' Claims shall retain continuing jurisdiction under Code of Civil Procedure section 664.6 *et seq.* to ensure the continuing implementation of this Agreement, to enforce the Settlement terms, and to resolve any breach of Settlement terms. If Plaintiffs are forced to initiate motion practice under the Court's continuing jurisdiction to enforce the terms of this Agreement,

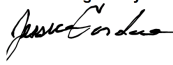
then Plaintiffs shall be entitled to recover from Defendant their reasonable attorneys' fees and costs should the Court grant their motion and deem them the prevailing party. Similarly, if Defendant is forced to initiate motion practice under the Court's continuing jurisdiction to enforce the terms of this Agreement, then Defendant shall be entitled to recover from Class Counsel its reasonable attorneys' fees and costs should the Court grant its motion and deem it the prevailing party

VII. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

[signatures on next page]

Dated: May 28, 2026

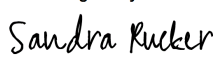
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Jessica Cardona

Dated: 05/28, 2026

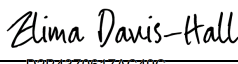
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Sergio Vidal

Dated: 05/28, 2026

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Sandra Rucker

Dated: 05/28, 2026

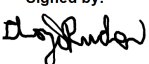
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Zlima Davis-Hall

Dated: 05/28, 2026

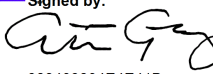
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Autumn Beckmann

Dated: 05/29, 2026

Signed by:

85555538F74E4A0...
Lloyd Rucker

Dated: 5/28/26, 2026

Signed by:

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Agustin Gomez

Dated: 5/28/2026, 2026

DocuSigned by:

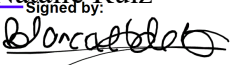
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Madelyn Baum

Dated: 05/28/2026, 2026

Signed by:

7110B953510E47A...
Natalie Ruiz

Dated: 05/28/2026, 2026

Signed by:

15FA320FB3224EE...
Blanca Estela Hernandez

Dated: June 8, 2026

Durham D&M, LLC



Name: Sara Lissick

Authorized to sign on behalf of Durham D&M,
LLC

AGREED AS TO FORM ONLY:

Dated: July 2,, 2026

Beligan Law Group, LLP

Signed by:

Jerusalem Beligan

71057118CDA8481...

Jerusalem F. Beligan, Esq.
Leah M. Beligan, Esq.
Attorneys for Plaintiffs

Dated: July 2, 2026

Fradin Law, LLC

DocuSigned by:

Michael Fradin

5DFF18690AAA4D6...

Michael Fradin, Esq.
Attorneys for Plaintiffs

Dated: July 2, 2026

Bibiyan Law Group, P.C.

DocuSigned by:

David Bibiyan

C655EB8EB74E4E4...

David D. Bibiyan, Esq.
Attorneys for Plaintiffs

Dated: June 09, 2026

Dechert LLP

Cm

Christopher Braham, Esq.
Attorney for Defendant

Exhibit A

**NOTICE OF PENDENCY OF CLASS ACTION AND PAGA SETTLEMENT
AND FINAL APPROVAL HEARING DATE**

Jessica Cardona and Sergio Vidal v. Durham D&M, LLC
Case No. CIVSB2309217

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT
ACT. PLEASE READ THIS NOTICE CAREFULLY**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Do Nothing and Receive Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Settlement Share and/or PAGA Share is: \$<< __ >>. See the explanation in Section 5 below. After Final Approval by the Court, your Settlement Share and/or PAGA Share will be mailed to you at the same address in this notice. If your address has changed, please notify the Settlement Administrator as explained on Page 7 of this Notice. In exchange for receiving your Settlement Share, you will release claims against Durham as detailed in Section 4 below.
Exclude Yourself	If you wish to exclude yourself from the Class Portion of the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion from the Class Portion of the Settlement, you will not receive money from the Class Portion of the Settlement, but will still receive your share of civil penalties under the PAGA Portion of the Settlement. Instructions are set forth in Section 7 below.
Object	If you do not wish to exclude yourself from the Settlement, you may object to the Settlement. Instructions are set forth in Section 8 below.

1. Why did I get this Notice?

A proposed class action and representative action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of San Bernardino (the “Court”) has been reached between Plaintiffs Jessica Cardona and Sergio Vidal (“Plaintiffs”) and Defendant Durham D&M, LLC (“Durham”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Class Notice because you have been identified as a member of the Driver Class, the Non-Exempt Class, Aggrieved Driver, or an Aggrieved Non-Exempt Class Member (collectively “Class Members”), which are defined as follows:

“Driver Class” means all current and former non-exempt bus drivers who were employed by Durham in California at any time from May 12, 2019 through April 19, 2026 (the “Driver Class Period”).

“Non-Exempt Class” means all current and former non-exempt employees who were employed by Durham in California at any time from October 8, 2020 through April 19, 2026 (the “Non-Exempt Class Period”).

“Aggrieved Drivers” means all current and former non-exempt bus drivers who were employed by Durham in California at any time from August 3, 2022 through April 19, 2026 (the “Aggrieved Driver PAGA Period”).

“Aggrieved Non-Exempt Class Members” means all current and former non-exempt employees who were employed by Durham in California at any time from October 10, 2023 through April 19, 2026 (the “Aggrieved Non-Exempt Class PAGA Period”).

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action and representative action lawsuit about?

On May 12, 2023, Plaintiff Cardona filed the initial class action complaint against Durham School Services L.P. and National Express, LLC. On August 3, 2023, Plaintiff Cardona filed an amended complaint adding a claim under the PAGA. On October 31, 2024, Plaintiff Cardona filed a second amended complaint adding Durham as a named defendant and dismissing Durham School Services L.P. and National Express, LLC from the lawsuit. On March 13, 2025, Plaintiff Cardona and Vidal filed a third amended complaint (the “Operative Complaint”), adding Plaintiff Vidal and his broader class to the action.

The Operative Complaint asserts claims that Durham: (1) failed to authorize or permit meal periods, or timely meal periods, in violation of Cal. Labor Code §§ 226.7 and 512; (2) failed to authorize or permit rest periods in violation of Cal. Labor Code § 226.7; (3) failed to provide complete and accurate wage statements in violation of Cal. Labor Code § 226; (4) failed to pay all overtime and minimum wages in violation of Cal. Labor Code §§ 510, 558, and 1194; (5) failed to pay all wages for all time worked, including the minimum wage, in violation of Cal. Labor Code §§ 204, 218, 1194, 1197 and 1198; (6) failed to pay all accrued and vested vacation/PTO wages in violation of Cal. Labor Code § 227.3; (7) failed to adequately indemnify employees for employment-related expenditures in violation of Cal. Labor Code § 2802; (8) failed to timely pay all earned wages and final paychecks due at the time of separation of employment in violation of Cal. Labor Code §§ 201, 202, and 203; (9) engaged in unfair business practices in violation of Cal. Bus. & Prof. Code § 17200; and (10) violated the Private Attorneys General Act (Cal. Labor Code § 2698, *et seq.*) (“PAGA”).

No court has made a ruling on the merits of the claims alleged in the Operative Complaint and there has been no trial on the merits relating to any of the claims referenced above. Durham denies

the allegations and asserts that it has no liability to any of the Plaintiffs or Settlement Members. Plaintiffs believe that the claims have merit. Plaintiffs and Durham have agreed to settle, resolve and compromise the claims alleged in the Operative Complaint in order to avoid the costs and risks of litigation. Further, Class Counsel believes that the Settlement is in the Settlement Members' best interests. The Court has preliminarily approved the proposed Settlement. The Court will decide whether to give final approval to the Settlement at a hearing scheduled for December 15, 2026 at 8:30 a.m. The Final Approval Hearing date may change without further notice. You may contact Class Counsel, access the Settlement Administrator's website at [\[insert web address here\]](#) or access the Court docket in this case to confirm that the date has not been changed.

3. What are the terms of the Settlement?

Gross Settlement Amount. Under the proposed settlement, Durham has agreed to pay an amount of Five Million Dollars (\$5,000,000.00). This amount shall be referred to herein as the "Gross Settlement Amount." The Gross Settlement Amount includes, amongst other things, the payment of all Settlement Shares to Participating Class Members, Class Counsel's attorneys' fees and costs, Settlement Administration Expenses, a payment to California's Labor and Workforce Development Agency ("LWDA") for its share of civil PAGA penalties ("LWDA Payment"), a payment to all individuals eligible to receive a share of civil PAGA penalties, and service awards to Plaintiffs and Represented Putative Class Members to compensate them for undergoing the risks and burden of litigation and for the work they performed which benefitted Settlement Members. The following is a summary of the Settlement provisions. The specific and complete terms of the proposed Settlement are stated in the Class and PAGA Settlement Agreement ("Agreement") between Plaintiffs and Durham, a copy of which is filed with the Clerk of the Court. You can obtain a copy of the Agreement from the Settlement Website: [\[insert web address here\]](#).

a. Amounts to be Deducted from the Gross Settlement Amount. The Settlement provides for certain payments to be deducted from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Settlement Members, as follows:

- Settlement Administration Expenses. Payment to the Settlement Administrator, which will not exceed \$35,500. These costs include expenses arising out of sending this Notice, processing opt outs, and distributing settlement payments.
- Attorneys' Fees and Costs. Payment to Class Counsel of an award of a Class Counsel Fees Payment of no more than \$1,750,000 (35% of the Gross Settlement Amount) and a Class Counsel Litigation Expense Payment of not more than \$XXX for all expenses incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiffs and the Settlement Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Class Representative Service Payments. Class Representative Service Payments are not to exceed Twenty-Five Thousand Dollars (\$25,000) to each Plaintiff, or such lesser amount as may be approved by the Court, in recognition of their services on behalf of

the Settlement Members in initiating and prosecuting the claims asserted in the Operative Complaint, and for the risks each Plaintiff undertook by bringing these claims.

- Additional Plaintiffs Service Payments. Additional Plaintiffs Service Payments are not to exceed Five Thousand Dollars (\$5,000) each to the Additional Plaintiffs, or such lesser amount as may be approved by the Court, in recognition of their services on behalf of the Class in assisting in the prosecuting of the claims asserted in the Operative Complaint.
- PAGA Payment. A payment of \$250,000 relating to Plaintiffs' claim under the PAGA, \$175,000 of which will be paid to the LWDA for its 70% share of PAGA Penalties, and the remaining 30% of which (\$75,000) will be distributed to the Aggrieved Drivers and Aggrieved Non-Drivers regardless of whether they are a Participating Class Member.

b. Calculation of Your Settlement Share(s)

According to Durham's records, you worked [insert number] Workweeks during the Driver Class Period [or Non-Exempt Class Period]. If you do not agree with the total number of Workweeks shown above, you must immediately provide documents supporting the total number of workweeks you claim you were employed.

According to Durham's records, you worked [insert number] of unique Pay Periods during the Aggrieved Driver PAGA Period [or Aggrieved Non-Exempt PAGA Period]. If you do not agree with the total number of Pay Periods shown above, you must immediately provide documents supporting the total number of Pay Periods you claim you were employed.

NOTE: Durham's records will control unless you are able to provide documentation that establishes Durham's records are in error. If there is a dispute about whether Durham's information or yours is accurate, the Settlement Administrator will resolve the dispute and the Settlement Administrator's decision will be final. Your share of the settlement proceeds ("Settlement Share" and/or PAGA Share) is calculated as follows:

The Settlement Share will be divided by the total number of unique Workweeks at issue for Driver Class Members [or Non-Exempt Class Members], and then taking that number and multiplying it by the number of Workweeks at issue for you. Based on this formula, your share of the settlement proceeds for the Released Class Claims will be approximately \$ [redacted]. This number is subject to change, based on the terms of the Court's final approval order.

The PAGA Share will be divided by the total number of unique Pay Periods at issue for Aggrieved Drivers [or Aggrieved Non-Exempt Class Member], and then taking that number and multiplying it by the number of Pay Periods at issue for you. Based on this formula, your share of the settlement proceeds for the PAGA civil penalties will be approximately \$ _____. This number is subject to change, based on the terms of the Court's final approval order.

Tax Matters. Fifteen percent (15%) of each Settlement Share constitutes wages in the form of back-pay (and each Participating Class Member will be issued an Internal Revenue Service Form W-2 for such payment) and eighty-five percent (85%) of each Settlement Share constitutes interest, penalties and other non-wage payments (and each Participating Class Member will be issued an Internal Revenue Service Form 1099 for such payment). Neither Class Counsel nor Durham's counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What do I release under the Settlement?

Released Claims. Upon entry of final judgment, if you do not make a valid and timely request to be excluded from the Settlement, you shall be deemed to release all Released Class Claims that occurred during the Driver Class Period and Non-Exempt Class Period as to the Released Parties. Released Class Claims are defined as any and all federal, state, local and common law claims for unpaid wages and overtime compensation (including but not limited to any claims based on working "off-the-clock"), unpaid minimum wages, unpaid rest period premiums, unpaid meal period premiums, waiting time penalties, wage statement penalties, unpaid vacation wages, indemnification, and any and all claims for civil penalties (including those asserted under PAGA) based on any of the acts alleged in the Operative Complaint or arising out of the facts, matters, transactions or occurrences set forth in the Operative Complaint, and any other violation of any wage and hour, wage payment, wage deduction, meal and rest break, indemnification, recordkeeping, unfair business practice or any other wage-related statutes, laws or regulations, including but not limited to the Fair Labor Standards Act, the California Labor Code and IWC Wage Order provisions that are or could have been asserted by any Driver Class Member or Non-Exempt Class Member arising out of the acts alleged in the Operative Complaint or arising out of the facts, matters, transactions or occurrences set forth in the Operative Complaint during the Driver Class Period and Non-Exempt Class Period. Released Class Claims shall also include any and all claims for attorneys' fees, costs, expenses, interest, penalties, liquidated damages, punitive damages and any other damages or relief that have been or could have been asserted by any Driver Class Member or Non-Exempt Class Member arising out of the acts alleged in the Operative Complaint or arising out of the facts, matters, transactions or occurrences set forth in the Operative Complaint.

Additionally, individuals who are or previously were employed as non-exempt drivers by Durham in California at any time during the Aggrieved Driver PAGA Period will receive a pro rata payment of the \$XXX allocated to the Aggrieved Drivers. Moreover, individuals who are or previously were employed as non-exempt employees by Durham in California at any time during the Aggrieved Non-Exempt PAGA Period will receive a pro rata payment of the \$XXX allocated to the Aggrieved Non-Exempt Class Members. These payments are being provided to these individuals because it releases claims for civil penalties belonging to the State of California for alleged violations of the California Labor Code and IWC Wage Order provisions identified in the PAGA Notices sent to the LWDA and further identified in the Operative Complaint.

5. How much will my payment be?

Durham's records reflect that you have <<____>> unique Workweeks during the Driver Class Period (May 12, 2019 to April 19, 2026).

Durham's records reflect that you have <<____>> unique Workweeks during the Non-Exempt Class Period (October 8, 2020 to April 19, 2026).

Durham's records reflect that you have <<____>> unique Pay Periods during the Aggrieved Driver PAGA Period (August 3, 2022 to April 19, 2026).

Durham's records reflect that you have <<____>> unique Pay Periods during the Aggrieved Non-Exempt PAGA Period (October 10, 2023 to April 19, 2026).

Based on this information, your estimated Settlement Share is <<____>> and/or PAGA Share is <<____>>. This is an estimate only, and your actual payment might be higher or lower.

If you wish to challenge the information set forth above, meaning you believe you were employed a different number of unique Workweeks or Pay Periods during the relevant time periods, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than _____, 2026 [forty-five (45) days after the Notice mailing].

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is _____, fax: (800) _____.

The Court will hold a hearing on December 15, 2026 at 8:30 a.m. to decide whether to approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few weeks after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient.

7. What if I don't want to be part of the Settlement?

If you do not wish to participate in the Class Portion of the Settlement, you may exclude yourself from the Settlement or "opt out." If you opt out, you will receive NO money from the Class Portion of the Settlement, and you will not be bound by the Class Release. However, to the extent you are an Aggrieved Driver or Aggrieved Non-Exempt Class Member, you may still receive a payment consisting of your PAGA share of the PAGA Payment.

To opt out of the Class portion of the Settlement, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked, emailed, or faxed no later than _____, 2026 (45 days from the date of mailing of this Notice). The address for the Settlement Administrator is _____, fax: (800) _____. The request for exclusion must state in substance: “I have read the Class Notice and I wish to opt out of the class action and settlement of the case *Durham D&M, LLC Wage and Hour Litigation*.” The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

The address for the Settlement Administrator is: _____,
fax: _____.

Written requests for exclusion that are postmarked, or faxed after _____, 2026, or are incomplete or unsigned will be rejected, and those Settlement Members will remain bound by the Settlement and the release described above.

8. How do I object to the Settlement?

Any Class Member, who has not opted out of participating in the Settlement may object to the proposed Settlement, or any term of it, by filing with the Court a written statement of the grounds of your objection, signed by you or your attorney (retained at your own expense), along with all supporting papers. Your objections must be filed with the Court and postmarked on or before [Insert Date]. All such objections and written notices of intention to appear must be signed and must contain your current address and the address of your attorney, if any, your telephone number, and the name of the case which is *Durham D&M, LLC Wage and Hour Litigation*, Case No. CIVSB2309217. The objection should clearly explain why you object to the proposed Settlement and state whether you or your attorney intends to appear at the Final Approval Hearing. If you submit a timely and complete objection, you may appear personally or through an attorney, at your own expense, at the Final Approval Hearing to present your objection directly to the Court. However, it is not necessary for you or your attorney to appear at the Final Approval Hearing in order for your objection to be considered by the Court. Also, you may appear at the Final Approval Hearing and present your objection whether or not you submitted a prior written objection. Any attorney who will represent you in objecting to the proposed Settlement must file a notice of appearance with the Court no later than forty-five (45) days after this Notice was initially mailed to you.

To object to the class portion of the Settlement, you must not opt out of the class portion of the Settlement. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Members who do not object. Any Settlement Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

9. Who represents me?

Attorneys for the Plaintiffs and Settlement Members (“Class Counsel”) in this case are:

Class Counsel:

Jerusalem F. Beligan, Esq.
Leah M. Beligan, Esq.
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19800 MacArthur Blvd., Suite 300
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E-mail: jbeligan@beliganlawgroup.com
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Los Angeles, CA 90024
Tel.: (310) 438-5555
Fax: (310) 300-1705
E-mail: david@tomorrowlaw.com

10. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 8:30 AM on December 15, 2026 at the San Bernardino County Superior Court, located at 247 W. 3rd St., San Bernardino, CA 92415, in Department S25 before the Honorable Khymberli Apaloo. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. This hearing may be rescheduled by the Court without further notice to you. If you plan to attend the Final Approval Hearing, you may contact the Settlement Administrator to confirm the date and time. You are not required to attend the Final Approval Hearing, although any Settlement Member is welcome to attend the hearing.

11. How do I get more information about the Settlement?

You may call or email the Settlement Administrator at _____ or write to *Durham D&M, LLC Wage and Hour Litigation*, Settlement Administrator, c/o _____, or contact Class Counsel using the information in the section above.

This Notice summarizes the proposed Settlement. More details are in the Agreement. You may receive a copy of the Agreement or other Settlement documents by visiting the Settlement Administrator's website at _____, or writing to Class Counsel at the address or email addresses listed in Section 9 above.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.