

FILED
San Francisco County Superior Court

APR 03 2024

CLERK OF THE COURT

BY: [Signature]
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO
DEPARTMENT 613

JASON GOLDSTONE, on behalf of himself
and the Class members,

Plaintiff,

v.

PROFESSIONAL AUTOMOTIVE
RELOCATION SERVICES, INC. dba PARS;
and DOE 1 to 10,

Defendant.

Case No. CGC-22-603167

ORDER GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS ACTION
SETTLEMENT

Plaintiff Jason Goldstone ("Plaintiff") and Defendant Professional Automotive Relocation Services, Inc. ("Defendant") have entered into an Amended Class Action and PAGA Settlement subject to this Court's approval. The terms of the settlement, including releases of claims, are set forth in "Amended Class Action and PAGA Settlement Agreement" (attached as Exhibit 2 to Supplemental Declaration of Nathan B. Piller in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement (August 29, 2023) ("Settlement Agreement")¹, attached hereto as **Exhibit A**.

Plaintiff moved for final approval of the settlement, which was previously set for hearing on

¹ This Order hereby incorporates by reference the definitions of the Settlement Agreement as though fully set forth herein, and all terms used herein shall have the same meaning as set forth in the Settlement.

1 March 7, 2024. On March 6, 2024, the Court issued a tentative ruling on (1) Plaintiff's Motion for Final
2 Approval of Class Action and PAGA Settlement and (2) Plaintiff's Motion for Attorneys' Fees and Costs
3 ("Motions"). In the tentative ruling, the Court outlined its concerns regarding the Motions, and continued
4 the Motions for further briefing. The supplemental briefing deadline was March 21, 2024. On March 21,
5 2024, Plaintiff timely submitted supplemental briefing.

6 This matter came on regularly for hearing on April 3, 2024, in Department 613 of the above Court,
7 the Honorable Andrew Y.S. Cheng presiding. Nathan Piller (Schneider Wallace Cottrell Konecky LLP)
8 appeared in person for Plaintiff. Angela Cash (Scopelitis, Garvin, Light, Hanson & Feary, P.C.) appeared
9 via CourtCall for Defendant. No one objected at hearing.

10 Having considered the papers filed in support of Plaintiff's motion for final approval, and for good
11 cause appearing, the Court finds and orders as follows:

12 1. The Court approves the settlement as fair, reasonable, and adequate. The Settlement shall
13 be consummated in accordance with the terms and provisions of the Settlement Agreement.

14 2. The Court certifies, for settlement purposes only, a Settlement Class defined as the
15 following:

16 The Plaintiff Class is defined as follows: all drivers who have performed at least one Vehicle
17 Transport for Defendant in California while being classified by Defendant as an independent contractor at
18 any time from November 18, 2018 to August 31, 2023.

19 The Aggrieved Class Members are Class Members who performed at least one Vehicle Transport
20 for Defendant in California, while being classified by Defendant as an independent contractor, at any time
21 from November 10, 2021 to August 31, 2023.

22 3. For the reasons set forth in the Court's order granting preliminary approval, the Court finds
23 that the applicable requirements of California Code of Civil Procedure section 382 and California Rule of
24 Court 3.769 have been satisfied for the purposes of this settlement in that common questions of law and
25 fact predominate, the Settlement Class is so numerous that a class action is superior to other available
26 means for the fair and efficient adjudication of the controversy, plaintiff's claims are typical of those in
27 the Settlement Class, and plaintiff has fairly and adequately represented and protected the interests of the
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1 Settlement Class.

2 4. The Court appoints plaintiff Jason Goldstone as the Class Representative of the Settlement
3 Class.

4 5. The Court appoints Schneider Wallace Cottrell Konecky LLP as Class Counsel.

5 6. No Class Members objected to the Settlement Agreement.

6 7. Robert Ponsor, Sherrie Vidaurri, Andre Vidaurri, and Minh (Mark) Nguyen submitted
7 timely and valid requests for exclusion and shall therefore be excluded from the Settlement.

8 8. The manner and form of the notice as previously approved and ordered by the Court in its
9 Order granting preliminary approval was reasonably calculated to fully and accurately inform members of
10 the Settlement Class of all material elements of the settlement and of their opportunity to object or
11 comment thereon or to exclude themselves from the Settlement Class, was the best notice practicable
12 under the circumstances, was valid, due, and sufficient notice to all members of the Settlement Class and
13 complied fully with California law and due process.

14 9. The manner of providing notice substantially complied with the Court's Order granting
15 preliminary approval.

16 10. CPT Group, Inc. shall disperse all amounts in accordance with the terms of the Settlement
17 Agreement and the Order Granting Motion for Approval of Attorneys' Fees and Costs, filed concurrently
18 herewith.

19 11. All Released Parties are released in accordance with the Settlement Agreement.

20 12. Upon the Effective Date, the Class Representative and each Settlement Class Member who
21 did not submit a valid request for exclusion shall be deemed to have, and by operation of this Order shall
22 have, finally and forever released all Released Claims against the Released Parties, whether or not such
23 Settlement Class Member shares in the Common Fund, and whether or not such Settlement Class Member
24 objected to the Settlement.

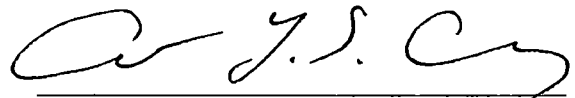
25 13. The Court sets a Compliance Hearing for **October 9, 2024, at 2:00 p.m.** in Department
26 613 of this Court. At least **one week** prior to the hearing, Class Counsel and Defendant shall submit a
27 summary accounting, identifying distributions made as ordered herein, the number and value of any
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1 uncashed settlement checks, the status of any unresolved issues, if any, and any other matters appropriate
2 to bring to the Court's attention.

3 14. Without affecting the finality of this Order in any way, this Court retains continuing
4 jurisdiction over: (a) implementation of this Settlement and any award or distribution of the Common
5 Fund, including interest earned thereon; (b) disposition of the Common Fund; (c) hearing and determining
6 applications for attorneys' fees, interest and expenses in the Action; and (d) all Parties hereto for the
7 purpose of construing, enforcing, and administering the Settlement Agreement.

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9 IT IS SO ORDERED.

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11 Dated: April 3, 2024



12 ANDREW Y.S. CHENG
13 Judge of the Superior Court
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EXHIBIT A

AMENDED CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement is made by and between Plaintiff, Jason Goldstone, and Defendant, Professional Automotive Relocation Services, Inc., in *Jason Goldstone, on behalf of himself and the Class members v. Professional Automotive Relocation Services, Inc.*, Case No. CGC-22-603176, in the Superior Court of California, County of San Francisco.

1. DEFINITIONS.

- 1.1. “Action” means the lawsuit *Goldstone v. Professional Automotive Relocation Services, Inc.*, Superior Court of the State of California for the County of San Francisco, Case No. CGC-22-603167, initiated on or about November 23, 2022, alleging violations of the California Labor Code, California Industrial Welfare Commission Wage Orders and California Business and Professions Code §§ 17200, *et seq.*
- 1.2. “Administrator” means CPT Group, Inc., the neutral entity the Parties have agreed to request that the Court appoint to administer the Settlement.
- 1.3. “Administrator’s Expenses” means the Administrator’s reasonable fees and expenses in accordance with the Administrator’s estimate of \$10,500 submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Agreement” means this Class Action and PAGA Settlement Agreement.
- 1.5. “Aggrieved Class Member” means Class Members who performed at least one Vehicle Transport for Defendant in California, while being classified by Defendant as an independent contractor, at any time during the PAGA Period.
- 1.6. “Class” means all drivers who have performed at least one Vehicle Transport for Defendant in California, while being classified by Defendant as an independent contractor, at any time during the Class Period.
- 1.7. “Class Counsel” means Schneider Wallace Cottrell Konecky LLP.
- 1.8. “Class Counsel’s Fees” means Class Counsel’s reasonable attorneys’ fees, the amount of which is subject to Court approval.
- 1.9. “Class Counsel’s Expenses” means the reasonable litigation costs and expenses incurred by Class Counsel to prosecute the Action, the amount of which is subject to Court approval.
- 1.10. “Class Data” means the spreadsheet of Class Members and Aggrieved Class Member data that Defendant will compile from readily accessible information in its possession that will include the Class Member’s and/or Aggrieved Class Member’s name, last-known mailing

address, last known telephone number(s), last known email address (if any), Social Security Number (SSN) and/or Employer Identification Number (EIN), and the number of Class Period Vehicle Transports and/or number of PAGA Period Vehicle Transports for each Class Member and/or Aggrieved Class Member.

- 1.11. "Class Member" means a member of the Class.
- 1.12. "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using reasonably available sources, methods and means including, but not limited to, the National Change of Address (NCOA) database, and skip traces.
- 1.13. "Class Notice" means the notice of class action and PAGA settlement to be mailed to Class Members, attached hereto as Exhibit A and incorporated by reference into this Agreement.
- 1.14. "Class Period" means the period from November 18, 2018, through the Preliminary Approval Date or August 31, 2023, whichever is earlier, subject to the Escalator Provision contained herein.
- 1.15. "Class Period Vehicle Transport" means an instance which, according to Defendant's business records, a Class Member personally performed a vehicle pickup, transport, and/or delivery through Defendant, where the pickup, transport, and/or delivery occurred within California during the Class Period.
- 1.16. "Class Released Claims" are limited to the claims under federal and state law that were brought or could have been brought in this Action based on the alleged misclassification of Class Members as independent contractors rather than employees and other facts alleged in the Complaint, and which accrued at any time during the Class Period. The Class Released Claims include, but are not necessarily limited to, all wage and hour claims, whether known or unknown, at law or in equity, including under the Wage Orders of the California Industrial Welfare Commission, or other, federal, state, or local law, claims for penalties under the PAGA, all claims for failure to pay minimum wages under California law, all claims for failure to pay for all hours worked under California law, all claims for failure to authorize and permit and/or make available meal and rest periods pursuant to the Labor Code, all claims for failure to reimburse for necessary business expenses under Labor Code § 2802, all claims for failure to maintain proper payroll records under Labor Code § 1174, all claims for failure to provide accurate itemized wage statements under Labor Code § 226, all claims regarding coerced purchases under Labor Code § 450, all claims regarding willful misclassification under Labor Code § 226.8, all claims for waiting time penalties under Labor Code §§ 201-204, and all claims for unlawful business practices under the California Business and Professions Code §§ 17200, *et seq.* (UCL).
- 1.17. "Class Representative" means Plaintiff.
- 1.18. "Class Representative Service Payment" means the payment to the Class Representative

for initiating the Action providing services in support of the Action, and providing a general release of claims.

- 1.19. "Court" means the Superior Court of California, County of San Francisco.
- 1.20. "Complaint" means the First Amended Class Action Complaint filed in the Superior Court of California, County of San Francisco, on January 24, 2023.
- 1.21. "Defendant" means Professional Automotive Relocation Services, Inc.
- 1.22. "Defense Counsel" means Scopelitis, Garvin, Light, Hanson & Feary, P.C. and Scopelitis, Garvin, Light, Hanson & Feary, LLP.
- 1.23. "Effective Date" means the date by which both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. If no Participating Class Member objects to the Settlement or if any objection is withdrawn before the Court enters Judgment, then the Judgment is final as of the day the Court enters Judgment. If one or more Participating Class Members object to the Settlement, the Judgment is final as of the latest of the following occurrences: (a) if no timely appeal is filed, the day after the deadline for filing a notice of appeal from the Judgment; or (b) if a timely appeal from the Judgment is filed, the day after the appeal is dismissed or withdrawn, or the Judgment is affirmed.
- 1.24. "Final Approval Order" means the Court's Order Granting Final Approval of the Settlement.
- 1.25. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.
- 1.26. "Gross Settlement Amount" means Two Million Five Hundred Thousand Dollars (\$2,500,000.00), which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 3.1 below. The Gross Settlement Amount will be used to pay Individual Class Member Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel's Fees and Expenses, the Class Representative Service Payment, and the Administrator's Expenses.
- 1.27. "IRS" means the U.S. Internal Revenue Service.
- 1.28. "Individual Class Member Payment" means the Participating Class Member's share of the Net Settlement Amount calculated according to the distribution formula provided in Paragraph 3.2.4 below.
- 1.29. "Individual PAGA Payment" means the Aggrieved Class Member's pro rata share of 25% of the Total PAGA Payment calculated according to the formula set forth in Paragraph 3.2.5.2 below.

- 1.30. "Judgment" means the judgment and any dismissal entered by the Court based upon the Final Approval Order and with continuing jurisdiction after judgment for purposes of addressing: (a) the interpretation and enforcement of the terms of the settlement; (b) settlement administration matters, and (c) such post-judgment matters as may be appropriate under Court rules or as set forth in the Agreement.
- 1.31. "LWDA" means the California Labor and Workforce Development Agency.
- 1.32. "LWDA PAGA Payment" means 75% of the Total PAGA Payment, which is paid to the LWDA under Labor Code § 2699(i).
- 1.33. "Labor Code" means the California Labor Code.
- 1.34. "Net Settlement Amount" means the Gross Settlement Amount, less the following amounts approved by the Court: the Total PAGA Payment, the Class Representative Service Payment, Class Counsel's Fees and Expenses, and the Administrator's Expenses.
- 1.35. "Non-Participating Class Member" means any Class Member who opts out of the Class Settlement by sending the Administrator a valid and timely Request for Exclusion in accordance with the provisions of Paragraph 4.4 below and the Class Notice.
- 1.36. "PAGA" means the California Private Attorneys General Act, Labor Code §§ 2698, et seq.
- 1.37. "PAGA Notice" means Plaintiff's November 10, 2022, letters to Defendant and the LWDA providing notice under Labor Code §§ 2699.3(a) and (f).
- 1.38. "PAGA Period" means the period from November 10, 2021 to the Preliminary Approval Date or August 31, 2023, whichever is earlier.
- 1.39. "PAGA Period Vehicle Transport" means an instance which, according to Defendant's business records, an Aggrieved Class Member personally performed a vehicle pickup, transport, and/or delivery through Defendant, wherein the pickup, transport, and/or delivery occurred within California during the PAGA Period.
- 1.40. "PAGA Released Claims" means all claims for civil penalties that were brought or could have been brought in this Action under PAGA based on the alleged misclassification of Class Members as independent contractors rather than employees and other facts alleged in the Complaint, and which accrued during the PAGA Period. The PAGA Released Claims include, but are not necessarily limited to, claims for civil penalties under the PAGA premised on alleged violations of California Labor Code §§ 201-204, 226, 226.8, 510, 1174, 1194 and 2802.
- 1.41. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Class Settlement.

- 1.42. "Parties" means Plaintiff and Defendant.
- 1.43. "Plaintiff" means Jason Goldstone.
- 1.44. "Preliminary Approval Date" means the date the Court enters an Order granting preliminary approval of the Settlement.
- 1.45. "Preliminary Approval Order" means the Order Granting Preliminary Approval of the Settlement.
- 1.46. "Released Parties" means Defendant and all of its present and former officers, directors, shareholders, members, partners, agents, employees, representatives, attorneys, parent companies, subsidiaries, divisions, affiliates, related companies, successors, and assigns.
- 1.47. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class in accordance with the provisions of Paragraph 4.4 below and the Class Notice.
- 1.48. "Residue" refers to the total aggregate amount of unclaimed checks following the 180-day check cashing period.
- 1.49. "Response Deadline" means sixty (60) days after the Administrator mails Notice to Class Members. It shall be the last date on which Class Members may: (a) postmark any Request for Exclusion from the Settlement for the Request to be timely and valid, (b) postmark any written objection to the Settlement for such objection to be timely and valid, and (c) postmark any dispute as to the Class Data pertaining to the Vehicle Transports for that Class Member for the dispute to be timely and valid. The Response Deadline for Class Members to whom the Class Notice is remailed after having been returned as undeliverable to the Administrator shall be seventy (70) calendar days after the Administrator's initial mailing of the Class Notice to Class Members, or fourteen (14) days after the re-mailing, whichever is later.
- 1.50. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.
- 1.51. "Single PAGA Period Vehicle Transport Amount" means the amount of money that results from dividing the \$25,000 Aggrieved Class Members' PAGA amount by the Total PAGA Period Vehicle Transports.
- 1.52. "Single Vehicle Transport Settlement Amount" means the amount of money that results from dividing the Net Settlement Amount by the Total Vehicle Transports during the Class Period.
- 1.53. "Total PAGA Payment" means the total amount allocated to settlement of the PAGA claims and paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Class Members (\$25,000.00) and 75% to LWDA (\$75,000.00) in settlement and complete and full release of all PAGA claims. The parties agree to a Total PAGA Payment of one-

hundred thousand dollars (\$100,000), subject to Court approval. If it should later be determined by the Court that a different amount is needed to effectuate a full and complete release of all PAGA claims and/or approve the Agreement, the Parties will work in good faith to propose another allocation that might be acceptable to the Court.

1.54. “Vehicle Transport” means a complete or partial vehicle relocation for Defendant.

2. RECITALS.

- 2.1. On November 10, 2022, Plaintiff notified the LWDA of his intent to seek civil penalties pursuant to PAGA.
- 2.2. On November 18, 2022, Plaintiff filed a complaint in the Superior Court for the State of California, County of San Francisco.
- 2.3. Thereafter, the Parties agreed to mediate the Action. Prior to the mediation, the Parties exchanged substantial information to vet the strengths and weaknesses of claims and defenses in the Action, assess the suitability for the Action to proceed as a class action, and calculate Defendant’s potential exposure. Defendant provided extensive data for the Class, including records of all Vehicle Transports performed by Class Members within California from November 23, 2018 to November 30, 2022, and the places of origin and destination, estimated miles, estimated duration of transport from pickup to delivery, and estimated drive time for each Vehicle Transport. Defendant also provided all versions of its standard “Drive Away” independent contractor agreement in use during the Class Period, as well as handbooks and other policy documents. Plaintiff provided email communications with Defendant’s employees, his own “Drive Away” independent contractor agreement, Defendant’s policy documents, and tax information.
- 2.4. On May 9, 2023, the Parties attended a full-day mediation with Mark S. Rudy, a well-respected and experienced mediator who specializes in wage and hour class actions. The Parties reached an agreement on the core terms of a settlement on a class basis during the mediation, which they memorialized in a Memorandum of Understanding (MOU). This Agreement is the long-form agreement referenced in the Parties’ MOU.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant shall pay Two Million Five Hundred Thousand Dollars (\$2,500,000.00) in exchange for Plaintiff’s and Class Members’ release of the Claims and Plaintiff’s general release. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 5.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members to submit any claim as a condition of payment. Except for any additional amounts that may be due under Paragraph 8 below, the Parties agree that Defendant will have no obligation to pay any amount in connection with this Agreement apart from the Gross Settlement Amount. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following amounts from the Gross Settlement Amount:

3.2.1. To the Class Representative: A Class Representative Service Payment to the Class Representative of not more than Fifteen Thousand Dollars (\$15,000.00), in addition to any Individual Class Member Payment and/or Individual PAGA Payment he is entitled to receive as a Participating Class Member. Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will distribute the remainder as part of the Net Settlement Amount. If the Court reduces or does not approve the requested Class Representative Service Payment, Plaintiff and Class Counsel shall not have the right to modify or revoke the Settlement, or to appeal such order, nor will Plaintiff or Class Counsel seek, request, or demand an increase to the Gross Settlement Amount on that basis. The Administrator will pay the Class Representative Service Payment using an IRS Form 1099. Plaintiff assumes full responsibility and liability for any taxes owed on the Class Representative Service Payment and shall indemnify, defend, and hold Defendant harmless from any claim or liability for taxes, penalties or interest arising as a result of the Class Representative Service Payment.

3.2.2. To Class Counsel: Class Counsel's Fees of not more than one-third of the Gross Settlement Amount (\$833,333.33), plus Class Counsel's Expenses of not more than Twenty-Five-Thousand Dollars (\$25,000.00). Defendant will not oppose requests that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel's Fees and Expenses no later than 16 court days before the Final Approval Hearing. If the Court approves an award of Class Counsel's Fees and/or Expenses in an amount less than those requested, the Administrator will distribute the remainder as part of the Net Settlement Amount. This Settlement is not contingent upon the Court awarding Class Counsel any particular amount in Class Counsel's Fees and/or Expenses, and, if the Court reduces or does not approve the requested amounts, Plaintiff and Class Counsel shall not have the right to modify or revoke the Settlement, or to appeal such order, nor will Plaintiff or Class Counsel seek, request, or demand an increase to the Gross Settlement Amount on that basis. Released Parties shall have no liability to Class Counsel arising from any claim to any portion of Class Counsel's Fees and/or Expenses as approved by the Court. The Administrator will pay Class Counsel's Fees and Expenses using one or more IRS Forms 1099 based on W-9s provided to the Administrator by Class Counsel. Class Counsel assumes full responsibility and liability for taxes owed on Class Counsel's Fees and Expenses and indemnifies and holds Defendant harmless from claims or liability for taxes, penalties or interests arising as a result of any payments received by Class Counsel under this Settlement and from any dispute or controversy regarding any division or sharing of any such payments.

3.2.3. To the Administrator: Administrator's Expenses not to exceed \$10,500, except for a showing of good cause and as approved by the Court. To the extent the

Administrator's Expenses are less or the Court approves payment less than \$10,500, the Administrator will distribute the remainder as part of the Net Settlement Amount.

3.2.4. To Each Participating Class Member: The Administrator will determine the Individual Class Member Payments according to the following formula:

- (a) First, the Administrator will calculate the Total Vehicle Transports during the Class Period using the Vehicle Transports for each Participating Class Member from the Class Data.
- (b) Second, the Administrator will subtract from the Gross Settlement Amount the Class Representative Service Payment, Class Counsel's Fee and Expenses, the Administrator's Expenses and the Total PAGA Payment of \$100,000, to determine the Net Settlement Amount;
- (c) Third, the Administrator will calculate the Single Vehicle Transport Settlement Amount by dividing the Net Settlement Amount by the Total Vehicle Transports during the Class Period; and
- (d) Fourth, the Administrator will calculate each Participating Class Member's Individual Class Member Payment by multiplying each Participating Class Member's Vehicle Transports during the Class Period by the Single Vehicle Transport Settlement Amount.
- (e) The Parties agree that the formula described herein is reasonable and that the payments are designed to provide a fair settlement to each Participating Class Member in light of the uncertainties regarding the compensation alleged to be owed and the calculation of such amounts. In the event the Court is not willing to approve the Settlement with this distribution formula proposed by the Parties, however, this shall not be a basis for any party to cancel or withdraw from the Settlement; rather, the Parties will work in good faith to propose another distribution formula that might be acceptable to the Court.

3.2.4.1. Tax Allocation of Individual Class Member Payments. All Individual Class Member Payments will be allocated 50% to expense reimbursement, for which any required IRS Form 1099 will be issued; 25% to penalties, for which any required IRS Form 1099 will be issued; and 25% to interest, for which any required IRS Form 1099 will be issued. The Settlement Administrator will issue all IRS Forms 1099 to the extent required by law. If the Court is not willing to approve the Settlement with the tax allocation proposed by the Parties, this shall not be a basis for any Party to cancel or withdraw from the Settlement; rather, the Parties will work in good faith to propose another tax allocation that might be acceptable to the Court.

3.2.5. To the LWDA and Aggrieved Employees: The Total PAGA Payment in the

amount of \$100,000 is to be paid from the Gross Settlement Amount, with 75% (\$75,000) allocated to the LWDA PAGA Payment and 25% (\$25,000) allocated to the Individual PAGA Payments, subject to Court approval. In the event the Court is not willing to approve the Settlement with this PAGA allocation, however, this shall not be a basis for any Party to cancel or withdraw from the Settlement; rather, the parties will work in good faith to propose another PAGA allocation that might be acceptable to the Court.

- 3.2.5.1. The Administrator will pay the LWDA PAGA Payment of \$75,000 within 35 days of the Effective date to: Department of Industrial Relations, Accounting Unit, 455 Golden Gate Avenue, 10th Floor, San Francisco, CA 94102.
- 3.2.5.2. The Administrator will calculate each Individual PAGA Payment by (a) calculating the Total PAGA Period Vehicle Transports using each Aggrieved Class Member's PAGA Period Vehicle Transports; (b) determining the Single PAGA Period Vehicle Transport Amount by dividing the \$25,000 Aggrieved Class Member's PAGA amount by the Total PAGA Period Vehicle Transports; (c) multiplying each Aggrieved Class Members' PAGA Period Vehicle Transports by the Single PAGA Period Vehicle Transport Amount. The formula set forth herein is not a material term of the Settlement and the Parties will expeditiously and in good faith agree upon an alternative formula to the extent one is required or advised by the Court to obtain Preliminary and/or Final Approval.
- 3.2.5.3. If the Court approves the Total PAGA Payment or any portion thereof in an amount less than requested, the Administrator will allocate the remainder to the Net Settlement Amount. If the Court approves the Total PAGA Payment or any portion thereof in an amount greater than requested, the Administrator will adjust the Net Settlement Amount accordingly.
- 3.2.5.4. Tax Allocation of Individual PAGA Payments: One hundred percent (100%) of the Individual PAGA Payments will be allocated to penalties. Aggrieved Employees shall receive IRS 1099 Forms for their PAGA Payments to the extent required by law.

4. SETTLEMENT ADMINISTRATION.

- 4.1. Selection of Administrator. The Parties have jointly selected CPT Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of the Administrator's Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

- 4.2. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under U.S. Treasury Regulation section 468B-1.
- 4.3. Notice to Class Members.
- 4.3.1. Not later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, the Total Vehicle Transports, and the Total PAGA Period Vehicle Transports in the Class Data.
- 4.3.2. Using best efforts to perform as soon as possible, and in no event later than fourteen (14) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice attached to this Agreement as Exhibit A. Each Class Notice shall include an estimate of the dollar amount of the Individual Class Member Payment payable to the Class Member, the Individual PAGA Payment to the Aggrieved Class Member (if applicable), the number of Class Period Vehicle Transports attributed to the Class Member, the number of PAGA Period Vehicle Transports attributed to the Aggrieved Class Member, and the number of and the formula for calculating his or her Individual Class Member Payment and/or Individual PAGA Payment. Before mailing the Class Notices, the Administrator shall update Class Member addresses using the NCOA database.
- 4.3.3. Not later than three (3) business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct at least one Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 4.3.4. If the Administrator, the Parties, Defense Counsel or Class Counsel are contacted by or otherwise discover any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in good faith by telephone or videoconference in an effort to agree on whether the person is a Class Member as defined in this Agreement. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever is later. If the Parties disagree, the Parties will ask mediator Mark S. Rudy to resolve the dispute, if he is available to promptly address it. If Mr. Rudy is unavailable to promptly address the dispute, the Parties will seek resolution from the Court. If the Parties determine that

any persons are Class Members, such persons will be entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt of Class Notice, or the deadline in the Class Notice, whichever is later.

4.4. Requests for Exclusion.

- 4.4.1. Class Members who wish to exclude themselves from the Settlement and become a Non-Participating Class Member must send the Administrator by mail a signed written Request for Exclusion not later than the Response Deadline. To be valid, a Request for Exclusion must (a) be written, (b) be signed by the Class Member requesting exclusion, (c) contain the name of the Class Member requesting exclusion and last four digits of the Class Member's SSN and/or EIN (for identification); (d) state that the Class Member has reviewed the Class Notice regarding the Settlement of the Action and wishes to be excluded from the Settlement; (e) be mailed to the Settlement Administrator at the address provided in the Class Notice; and (f) be postmarked on or before the Response Deadline. A valid Request for Exclusion from the Class does not affect the Released PAGA Claims, which shall be binding on all Aggrieved Class Members regardless of the requested exclusion.
- 4.4.2. If a Class Member's Request for Exclusion is defective as to the requirements listed in paragraph 4.4.1, that Class Member will be given an opportunity to cure the defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3) business days of receiving the defective submission to advise the Class Member that his or her submission is defective and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have until the later of (i) the Response Deadline or (ii) fourteen (14) calendar days from the date of the cure letter to postmark a revised Request for Exclusion. If the revised Request for Exclusion is not postmarked within that period, it will be deemed untimely and void.
- 4.4.3. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 4.4.4. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Class Release.
- 4.4.5. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Member Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon

entry of the Judgment, Non-Participating Class Members who are Aggrieved Class Members are deemed to release the claims identified in Paragraph 6.3 of this Agreement and remain eligible for an Individual PAGA Payment.

4.4.6. If a Class Member submits both a Request for Exclusion and a written Objection by the Response Deadline, the Administrator will send a letter to the Class Member explaining that they cannot do both and provide the Class Member with fourteen (14) days to make an election between requesting exclusion or objecting. If the Class Member does not make this election in writing by the end of the fourteen-day deadline, the Request for Exclusion will be deemed valid, and the written Objection will be invalid.

4.5. Disputes Regarding Class Data. Class Members may dispute the number of Class Period Vehicle Transports and/or the PAGA Period Vehicle Transports as shown in his or her Class Notice. For a dispute to be timely submitted, it must be mailed to the Administrator at the address provided in the Class Notice and postmarked on or before the Response Deadline. The Class Notice will advise Class Members that any dispute should explain the basis of the dispute, state the number of Vehicle Transports the Class Member believes is correct, and attach any documentation reasonably available to support the Class Member's dispute. The Settlement Administrator will provide any such submissions by Class Members to the Parties. The Parties will meet and confer to determine whether adjustments to the Class Member's Vehicle Transport numbers are warranted. If the Parties are unable to reach an agreement as to a dispute, the Administrator will decide the outstanding issue, with Defendant's records controlling if there is a conflict. If necessary to resolve a dispute, Defendant shall provide its relevant data regarding the Class Member's Vehicle Transports to the Administrator and to Class Counsel. The Administrator's determination of the eligibility for and amount of any Individual Class Member Payment will be binding upon the Class Member and the Parties, provided that Defendant is not required to pay any amount in addition to the Gross Settlement Fund. In the absence of circumstances indicating fraud, manipulation, negligence, or destruction, Defendant's records will be given a rebuttable presumption of accuracy.

4.6. Objections to Settlement.

4.6.1. Only Participating Class Members may object to the Class component of the Agreement. Aggrieved Class Members may object to the PAGA component of the Agreement even if they are a Non-Participating Class Member.

4.6.2. For an objection to be valid, it must (a) be written, (b) be signed by the Participating Class Member making the objection, (c) contain the name of the Participating Class Member making the objection; (d) identify the Action, (e) be mailed to the Settlement Administrator at the address provided in the Class Notice, and (f) be postmarked on or before the Response Deadline. The Class Notice will also advise that any written objection should explain the reason for the objection, provide any facts that support the objection, and provide the most recent mailing address, telephone number and/or other contact information of

the Participating Class Member. The Settlement Administrator will forward copies of all written objections to Class Counsel and Defense Counsel within three (3) calendar days of receipt. The postmark date will be deemed the exclusive means for determining whether a written objection is timely.

4.6.3. At the Court's discretion, any Participating Class Member and/or Aggrieved Class Member may also object by appearing at the Final Approval Hearing, regardless of whether such Participating Class Member submits a written objection.

4.6.4. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members and/or Aggrieved Class Members to submit written or oral objections to the Settlement Agreement or appeal from the Final Approval and Judgment. Class Counsel will not represent any Class Members with respect to any such objections to this Settlement. The Settlement Administrator shall provide Class Counsel with a declaration that attaches and authenticates all objections it received. Class Counsel will file the declaration with Plaintiff's motion for final approval of the Settlement.

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

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

4.8.1. Website, Email Address and Toll-Free Number. The Administrator will establish, maintain, and use an internet website to post the Complaint, the Class Notice, this Agreement, the Response Deadline, and the date the Court sets for the Final Approval Hearing. The Administrator will obtain the URL www.GoldstonePARSClassActionSettlement.com or a substantially similar URL, subject to the Parties' approval, until 60 days after the Effective Date, at which time the site will be taken down. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive and respond to Class Member questions.

4.8.2. Requests for Exclusion. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) court days after the Response Deadline, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the number of Class Members who have timely submitted valid Requests for Exclusion; and (b) the number of Class Members who have submitted invalid Requests for Exclusion.

4.8.3. Objections. The Administrator will promptly review on a rolling basis any

written objections to the Settlement to ascertain their validity. Not later than five (5) court days after the Response Deadline, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names of Class Members who have timely submitted valid written objections; and (b) copies of all valid objections to the Settlement.

- 4.8.4. Disputes About Vehicle Transports. Not later than five (5) court days after the Response Deadline, the Administrator shall (a) provide to Class Counsel and Defense Counsel the total number of any Class Member disputes about the number of Vehicle Transports; and (b) the status of each such dispute, including whether it has been resolved.
- 4.8.5. Weekly Reports. The Administrator shall, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, disputes received and/or resolved, and checks mailed for Individual Class Member Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion.
- 4.8.6. Administrator’s Declaration. Not later than five (5) days before the date by which Plaintiff is required to file his Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel a signed declaration suitable for filing that attests to its due diligence and compliance with its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the number of Class Notices returned as undelivered, the number of re-mailed Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the total number of written objections, the total number of disputes, and a summary of valid written objections. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) with the Court.
- 4.8.7. Final Report by Settlement Administrator. Within ten (10) days after the check cashing deadline, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements of all payments made under this Agreement, the number of checks cashed, the number of checks uncashed, the results of any redistribution of funds to Participating Class Members who cashed their checks, in the event it is determined that a second distribution is feasible, or disbursement of the uncashed check amount to a *cy pres* recipient. At least seven (7) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing with the Court that attests to its disbursement of all payments required under this Agreement.

5. PROVIDING CLASS DATA / SETTLEMENT FUNDING AND PAYMENTS.

- 5.1. Class Data. Not later than twenty-one (21) days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator. The Administrator must maintain the Class Data as private and confidential, use the Class Data only for purposes of this Settlement, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effectuate and perform under this Agreement. Defendant has a continuing duty to immediately notify the Administrator and Class Counsel if it discovers that the Class Data omitted a Class Member and to provide corrected Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will in good faith use best efforts to resolve any issues related to missing or omitted Class Data.
- 5.2. Payment of Gross Settlement Amount. Defendant shall pay the Gross Settlement Amount by transmitting the funds to the Administrator no later than fourteen (14) days after the Effective Date.
- 5.3. Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendant funds the Settlement, the Administrator will mail checks for all Individual Class Member Payments, Individual PAGA Payments, the remaining PAGA payment to the LWDA, the Class Representative Service Payment, the Administrator's Expenses, and Class Counsel's Fees and Expenses.
- 5.3.1. The Administrator will issue checks for the Individual Class Member Payments and send them to the Participating Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual PAGA Payments to all Aggrieved Class Members including Non-Participating Class Members who qualify as Aggrieved Class Members (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment to the extent consistent with tax reporting requirements; otherwise the Administrator will issue separate checks for the Individual Class Payment and Individual PAGA Payment. Before mailing any checks, the Settlement Administrator shall update Participating Class Members' mailing addresses using the NCOA Database.
- 5.3.2. The Administrator shall conduct at least one Class Member Address Search (skip trace) for any Participating Class Member whose check is returned undelivered without an USPS forwarding address. Within seven (7) days of receiving a returned check, the Administrator must re-mail the check to any USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Participating Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Participating

Class Member whose original check was lost or misplaced as requested by the Participating Class Member prior to the void date.

- 5.3.3. If after 180 calendar days of mailing, any check issued to a Participating Class Member or Aggrieved Class Member is uncashed, the funds from the unclaimed, undeliverable, or expired Individual Class Member Payment or Individual PAGA Payment checks shall be held by the Administrator in the QFS.
- 5.3.4. If, before expiration of the 180-day check cashing period, a current or former driver who performed Vehicle Transports through Defendant in California who was not identified in the Class Data provided to the Administrator contacts Class Counsel and/or the Administrator with a claim or inquiry that they may be a Class Member (or is otherwise identified by Class Counsel and/or the Administrator as a potential Class Member), then whomever receives this information shall immediately notify Counsel for the Parties and the Administrator, and provide the name, contact information, time period of work for Defendant (even if an estimate), and any other relevant documents or information that the potential Class Member shares and consents to being provided to the Administrator and Counsel. If, before expiration of the 180-day check cashing period, a current or former driver who performed Vehicle Transports through Defendant in California who was not identified in the Class Data provided to the Administrator contacts Defendant or Defense Counsel, with a claim or inquiry that they may be a Class Member (or is otherwise identified by Defendant or Defense Counsel as a potential Class Member), then Defense Counsel shall immediately notify Class Counsel and the Administrator, and provide the time period of work for Defendant (even if an estimate), and any other relevant documents or information that the potential Class Member shares and consents to being provided to the Administrator and Counsel, with the exception of the person's name and contact information. The Parties will expeditiously meet and confer in person or by telephone or videoconference, and in good faith, in an effort to agree on whether the person is a Class Member as defined in this Agreement. If the Parties disagree, the Administrator will resolve the dispute. If the Parties agree, or the Administrator resolves the Parties' dispute by determining that the person is a Class Member, such person will be a Class Member, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than seven (7) days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever is later. For any person determined to be a Class Member after Defendant provides the Class Data to the Administrator, the Administrator shall calculate an Individual Class Member Payment for the newly identified Class Member using the same formula for Participating Class Members contained in Paragraph 3.2.4, above, such that the additional Individual Class Member Payment would be equal to what the payment would have been calculated to be had the Class Member(s) and their respective Vehicle Transports been identified before Defendant provided the Class Data to the Administrator. If such person is determined to be a Class Member before the distribution of Individual Class Member Payments their Individual Class Member Payment under this section will be paid from the Net Settlement Amount and

included within the distribution of Individual Class Member Payments to the rest of the Class Members. If such person is determined to be a Class Member after the distribution of Individual Settlement Payments, their Individual Class Member Payment under this section will be paid after the 180-day check cashing period, from the Residue. If the funds in the Residue after the 180-day check cashing period are less than the aggregate amount of Individual Class Member Payments for late-discovered Class Members under this section, such Individual Class Member Payments shall be reduced on a pro-rata basis, whereby each such payment shall be determined by dividing the Individual Class Member Payment amount by the aggregate amount of Individual Class Member Payments for late-discovered Class Members under this section, and then multiplying the result by the amount in the Residue after the 180-day check cashing period. In both the determination of whether the newly identified driver is a Class Member as well as the calculation of any Individual Class Member Payment for such newly identified Class Member, the Administrator shall consider Defendant's records and any records provided by the potential Class Member, but Defendant's records will control if there is a conflict.

5.3.5. The parties will meet and confer with the Administrator to determine if a second distribution of settlement checks to Participating Class Members who cashed their original checks would be cost effective given the amount of the remaining funds as compared to the administrative costs and projected amounts of the individual checks for a second distribution. If there is a second distribution, it will be made on a pro rata basis to the Participating Class Members who cashed their original checks. If the Parties agree that sufficient funds remain to make a second distribution cost-effective, or if there are funds left in QFS after a second distribution, the remaining amount will be distributed to the *cy pres* beneficiary: Legal Aid at Work.

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

6. RELEASES OF CLAIMS. Effective on the date when Defendant deposits the Gross Settlement Amount into the QFS, the Class Representative and Class Members will release claims against all Released Parties as follows:

6.1. Class Representative Release. In addition to the Class Released Claims, the Class Representative, on behalf of himself and his former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, releases and discharges the Released Parties from any and all claims, known and unknown, under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, including but not limited to claims arising from or related to the Class Representative's alleged employment with or termination of alleged employment from Defendant,

through the signing of this Agreement. The Class Representative acknowledges that he may discover facts or law different from, or in addition to, the facts or law that he now knows or believes to be true but agrees, nonetheless, that this Release shall be and will remain effective in all respects, notwithstanding such different or additional facts or discovery of them. The Class Representative expressly waives and relinquishes the provisions, rights, and benefits of section 1542 of the California Civil Code, which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Notwithstanding the foregoing, the Class Representative does not waive or release any claim which cannot be waived or released by private agreement. Further, nothing in this Agreement shall prevent the Class Representative from filing a charge or complaint with, or from participating in, an investigation or proceeding conducted by the SEC, OSHA, EEOC, DFEH, NLRB or any other federal, state or local agency charged with the enforcement of any employment or other applicable laws. Class Representative, however, understands that by signing this Agreement, he waives the right to recover any damages or to receive other relief for any claim or suit brought by or through the EEOC, the DFEH or any other state or local agency on his behalf to the fullest extent permitted by law, but expressly excluding any monetary award or other relief available from the SEC/OSHA, including an SEC/OSHA whistleblower award, or other awards or relief that may not lawfully be waived.

- 6.2. Cancellation of Class Representative's Independent Contractor Master Drive-Away Agreement: The Parties agree that Plaintiff has not performed any work for Defendant since November 22, 2022. The parties stipulate to cancellation of Plaintiff's contract, effective November 22, 2022, and further stipulate that will be the status quo at least through the date of Final Approval of the Settlement. The contract cancellation is neither intended to prevent Plaintiff from reapplying for work with Defendant after this case is concluded in the future, should he so desire, nor is it a basis, direct or indirect, to require Defendant to offer or hire him for any work opportunities. Neither the contract cancellation, nor this Action or Settlement, shall be a reason to offer or deny Plaintiff any work opportunity in the future.
- 6.3. Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from the Class Released Claims which accrued during the Class Period.
- 6.4. Release by Aggrieved Class Members: All Aggrieved Class Members, regardless of whether they are Participating Class Members or Non-Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, voluntarily waive, release and

discharge any and all claims, obligations, rights, demands, liabilities, statutory causes of action, and theories of liability under PAGA, whether known or unknown, arising from or relating to any and all acts, events and omissions occurring prior to the Preliminary Approval Date, that were alleged in the Complaint or PAGA Notice or could have been alleged based on any facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions, or failure to act pled in the Complaint or PAGA Notice.

7. MOTION FOR PRELIMINARY APPROVAL.

- 7.1. Plaintiff's Responsibilities. Plaintiff will prepare the documents necessary for obtaining Preliminary Approval. Class Counsel will circulate a draft of the motion and memorandum in support of the motion for preliminary approval to Defense Counsel reasonably before the filing of same to allow Defense Counsel to review and comment on the motion and memorandum before they are filed.
- 7.2. Responsibilities of Counsel. Class Counsel are responsible for expeditiously finalizing and filing the Motion for Preliminary Approval by July 18, 2023; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval Order to the Administrator.
- 7.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will in good faith meet by telephone or video conference to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will in good faith meet by telephone or videoconference to modify the Agreement and satisfy the Court's concerns.

8. CLASS SIZE AND ESCALATOR. Based on a good faith and diligent review of its records during the settlement negotiations, Defendant identified 424 Class Members and 18,763 Vehicle Transports between November 23, 2018, and November 30, 2022, and projects that there will be approximately 500 Class Members and approximately 24,000 Vehicle Transports by the end of the Class Period. If the actual number of Class Members in the Class Period exceeds 500 by more than ten percent (10%), or the actual number of Vehicle Transports in the Class Period exceeds 24,000 by more than ten percent (10%), at Defendant's option, either: (1) the Gross Settlement Amount shall increase in proportion to the percentage increase; or (2) the end date of the Class Period will be set at the date at which the ten-percent (10%) threshold was reached.

9. DEFENDANT'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion is ten percent (10%) or more of the Class or the total Vehicle Transports attributed to all of the Class Members who provided valid Requests for Exclusion is more than 10% of the Vehicle Transports in the Class Period, Defendant may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither party

will have any further obligation to perform under this Agreement. Defendant must notify Class Counsel and the Court of its election to withdraw not later than thirty (30) days after the Exclusion Deadline; late elections will have no effect. The Class Representative will not opt-out of nor object to the settlement, nor refuse to execute a general release of claims as referenced in Paragraph 6.1 above.

10. MOTION FOR FINAL APPROVAL. Not later than the deadline set by the Court (or if no specific deadline is set, the default date set by the Local Rules based on the final approval hearing date), Plaintiff will file a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code § 2699(I), a Proposed Order, and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel reasonably before the filing of same to allow Defendant an opportunity to review them before they are filed. Class Counsel and Defense Counsel will in good faith meet and confer by telephone or videoconference to resolve any disagreements concerning the Motion for Final Approval.

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

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

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

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

Judgment becomes final, except as to matters that do not affect the Gross Settlement Amount.

10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless in good faith attempt to address the appellate court's concerns and to obtain Final Approval and entry of Judgment. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel, or the formula for calculating Individual Class Member Payments, shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. **AMENDED JUDGMENT.** If any amended judgment is required, the Parties will work together in good faith to jointly submit a proposed amended judgment.

12. **ADDITIONAL PROVISIONS.**

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

12.2. No Publicity. Neither Plaintiff nor Class Counsel shall issue any press release related to the Settlement or speak to any member of the press related to the Settlement other than to say that Plaintiff and Class Counsel are satisfied with the settlement terms, or words to that effect. Plaintiff and Class Counsel agree that, prior to filing the motion for preliminary approval of the settlement, they will keep the terms of the settlement confidential except for purposes of communicating with Plaintiff and the Court, as may be necessary. After preliminary approval of the Settlement, Plaintiff and Class Counsel may (i) as required by law; (ii) as required under the terms of this Agreement; or (iii) as required under counsel's duties and responsibilities as Class Counsel, comment regarding the specific terms of the Settlement. In all other cases, Plaintiff and Class Counsel agree to limit their statements regarding the terms of the Settlement, whether

oral, written or electronic, including the worldwide web, to say the action has been resolved and that Plaintiff and Class Counsel are satisfied with the terms of the Settlement.

- 12.3. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibit shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any party.
- 12.4. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 12.5. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of Mr. Rudy and/or the Court for resolution.
- 12.6. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the party in this Settlement.
- 12.7. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of U.S. Treasury Department Circular 230 (31 CFR Part 10, as amended), or otherwise.
- 12.8. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court, except that non-material changes may be effectuated by counsel, if approved by the Court.
- 12.9. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.10. 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, without regard to conflict of law principles.

- 12.11. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any party on the basis that the party was the drafter or participated in the drafting.
- 12.12. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.13. Use and Return of Mediation Materials. Information produced by Defendant in connection with mediation or settlement may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, rule of court, or court order. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of materials produced by Defendant in in connection with mediation or settlement, unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction, of the discovery materials.
- 12.14. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.15. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.16. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Joshua Konecky
Nathan Piller
SCHNEIDER WALLACE COTTRELL KONECKY LLP
2000 Powell Street, Suite 1400
Emeryville, CA 94608
jkonecky@schneiderwallace.com
npiller@schneiderwallace.com

To Defendant:

Angela S. Cash

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

12.18. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement.

[Signatures on next page.]

IT IS HEREBY AGREED.

DATED: August 21, 2023



President
Defendant Professional Automotive Relocation Services, Inc.

DATED: August 21, 2023

Jason Goldstone
Plaintiff and Class Representative

DATED: August 21, 2023

Joshua Konecky
SCHNEIDER WALLACE COTTRELL KONECKY LLP
Attorneys for Plaintiff and Class Counsel

DATED: August 21, 2023



Angela Cash
SCOPELITIS, GARVIN, LIGHT, HANSON & FEARY, P.C.
Attorneys for Defendant Professional Automotive Relocation Services, Inc.

IT IS HEREBY AGREED.

DATED: August 25, 2023

President
Defendant Professional Automotive Relocation Services, Inc.

DATED: August 25, 2023



Jason Goldstone
Plaintiff and Class Representative

DATED: August 25, 2023



Joshua Konecky
SCHNEIDER WALLACE COTTRELL KONECKY LLP
Attorneys for Plaintiff and Class Counsel

DATED: August 25, 2023

Angela Cash
SCOPELITIS, GARVIN, LIGHT, HANSON & FEARY, P.C.
Attorneys for Defendant Professional Automotive Relocation Services, Inc.

EXHIBIT A

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

**JASON GOLDSTONE, ON BEHALF OF HIMSELF AND THE CLASS MEMBERS v.
PROFESSIONAL AUTOMOTIVE RELOCATION SERVICES, INC.**

CASE NO. CGC-22-603167

IN THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO

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

You may be eligible to receive money from a class action lawsuit (“Action”) filed by Plaintiff, Jason Goldstone, against Professional Automotive Relocation Services, Inc. (“PARS”) in which Plaintiff alleges PARS misclassified vehicle transport drivers as “independent contractors” rather than “employees.” In the Complaint, Plaintiff seeks compensation for allegedly unpaid wages, noncompliant meal and rest periods, and unreimbursed expenses; penalties for allegedly noncompliant wage statements and untimely payment of wages due upon termination; and civil penalties under the California Private Attorneys General Act (“PAGA”), for himself and all vehicle transport drivers who performed at least one Vehicle Transport for PARS in California, while being classified by PARS as an “independent contractor,” at any time from November 18, 2018 to [INSERT PRELIMINARY APPROVAL DATE OR AUGUST 31, 2023, WHICHEVER IS EARLIER]. PARS denies the allegations asserted in the Action but has agreed, subject to the Court’s Final Approval, to settle Plaintiff’s claims on a classwide basis (the “Settlement”).

The Settlement has two main parts: (1) a Class Settlement requiring PARS to pay Individual Class Member Payments to Participating Class Members, and (2) a PAGA Settlement requiring PARS to pay Individual PAGA Payments to Aggrieved Class Members, and a PAGA Payment to the California Labor and Workforce Development Agency (“LWDA”).

Based on PARS’s records, **you performed [REDACTED] Vehicle Transports with a pickup, transport and/or delivery within California between November 23, 2018 and [INSERT DATE OF PRELIMINARY APPROVAL OR AUGUST 31, 2023, WHICHEVER IS EARLIER] (the “Class Period”); and you performed [REDACTED] Vehicle Transports with a pickup, transport and/or delivery within California between November 10, 2021 to [INSERT PRELIMINARY APPROVAL DATE OR AUGUST 31, 2023, WHICHEVER IS EARLIER] (the “PAGA Period”).** If you believe that you had more Vehicle Transports during either of these periods, you may submit a dispute by the Response Deadline in Section 5 of this Notice. Based on calculations by the Administrator using the criteria explained in Section 3 of this Notice, **your Individual Class Payment is estimated to be \$[REDACTED] [IF APPLICABLE and your Individual PAGA Payment is estimated to be \$[REDACTED], for a total of \$[REDACTED].** The actual amount you receive may be different based on various factors.

The Court has already preliminarily approved the Settlement and approved this Notice. Your legal rights are affected whether or not you take action. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement. The Court will also decide whether to enter a

judgment that requires PARS to make payments under the Settlement and requires Participating and Non-Participating Class Members to give up their rights to assert certain claims against PARS.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<p>DO NOTHING</p>	<p>Receive compensation but lose rights to sue.</p> <p>If you do nothing, you will receive compensation for the claims asserted in this Action. You also will give up any rights to sue PARS about the same claims that were or could have been asserted in this lawsuit.</p>
<p>ASK TO BE EXCLUDED (OPT OUT)</p> <p>The Deadline to Request Exclusion (Opt Out) is [INSERT DATE 60 DAYS AFTER NOTICE GOES OUT]</p>	<p>Get no compensation from the Class Settlement. Keep rights to sue separately.</p> <p>If you don't want to fully participate in the proposed Class Settlement, you can request to be excluded from the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and will no longer be eligible for an Individual Class Member Payment. Non-Participating Class Members also cannot object to the Class portion of the proposed Settlement, which is explained in Section 5 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. PARS must pay Individual PAGA Payments to Non-Participating Class Members who performed at least one Vehicle Transport for PARS during the PAGA Period, and these individuals must give up their rights to pursue the PAGA Released Claims as explained in Section 5 of this Notice.</p>
<p>OBJECT</p> <p>Written Objections Must be Submitted by [INSERT DATE 60 DAYS AFTER NOTICE GOES OUT]. You also may appear at the Final Approval Hearing to make an objection.</p>	<p>Tell the Court why you don't like the Settlement.</p> <p>You must be a Participating Class Member to object to the Class portion of the Settlement. This means you cannot object to the Class portion of the Settlement if you request exclusion from the Class Settlement.</p> <p>Regardless of whether you are a Participating Class Member, you may still object to the PAGA portion of the Settlement if you performed at least one Vehicle Transport during the PAGA Period.</p>
<p>Dispute PARS' records of your Vehicle Transports if you believe they are inaccurate.</p>	<p>The amount of your Individual Class Payment and Individual PAGA Payment (if any) depends on the number of Vehicle Transports you performed in California during the Class Period and/or PAGA Period. If you disagree with the number(s) of</p>

Vehicle Transports listed on the first page of this Notice, you may submit a dispute by [INSERT DATE 60 DAYS AFTER NOTICE] as explained in Section 5 of this Notice.

**** PARS will not retaliate against you for any actions you take with respect to the proposed Settlement ****

1. WHAT IS THE ACTION ABOUT?

Plaintiff alleges in the Action that PARS misclassified him and other persons who performed Vehicle Transports as “independent contractors” rather than “employees.” As a result of being misclassified, Plaintiff alleges that PARS violated the California Labor Code by (1) failing to pay the minimum wage for all hours worked and overtime for working more than 8 hours in a day and over 40 hours in a week; (2) failing to provide off-duty meal and rest periods, or provide additional compensation for on-duty meal and rest periods; (3) failing to reimburse necessary job-related expenses, such as the costs of fuel, travel, lodging, and cell phone data; and (4) failing to provide itemized wage statements that contain specified wage and hour information. Plaintiff asserts these claims on behalf of himself and on behalf of a class of others like him. In addition, Plaintiff asserts a claim for civil penalties under PAGA.

PARS denies Plaintiff’s allegations and maintains that it complied with all applicable laws.

2. WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of Plaintiff or PARS. Plaintiff and PARS agreed to work with a mediator to facilitate and oversee arms-length negotiations in an effort to reach a fair and reasonable compromise. By signing a written settlement agreement and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, both sides agreed to a settlement. Plaintiff, as the Class Representative, and Class Counsel think the Settlement is in the best interests of the Class because PARS has agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation.

The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a Final Approval Hearing.

3. WHAT ARE THE TERMS OF THE SETTLEMENT?

PARS has agreed to pay \$2,500,000 to settle this Action (“Gross Settlement Amount”).

Deductions from the Gross Settlement Amount will be made for: (1) Class Counsel’s attorneys’ fees, not to exceed one-third of the Gross Settlement Amount; (2) Class Counsel’s Expenses, not to exceed \$25,000; (3) settlement administration costs, not to exceed \$11,500; (4) a Class Representative Service Payment to Plaintiff, not to exceed \$15,000, for his services on behalf of the Class Members; (5) \$75,000 to the LWDA, which is 75% of the \$100,000 the parties allocated to penalties associated with Plaintiff’s PAGA claim; and (6) \$25,000 for the Individual PAGA Settlement Payments.

After deductions of these amounts, what remains of the Gross Settlement Amount (the “Net Settlement Amount”) will be available to pay monetary Individual Settlement Payments to (i) Plaintiff; and (ii) Class Members who do not request exclusion (opt out) of the Settlement (collectively, “Participating Class Members”).

The Administrator, CPT Group, Inc., is a neutral-third party appointed by the Court to administer the Settlement. The Administrator will distribute the Individual Settlement Payments to Participating Class Members.

The following persons will be considered “Class Members” and be eligible to receive an Individual Class Member Payment from the Net Settlement Amount: **All drivers who have performed at least one Vehicle Transport for PARS in California, while being classified by PARS as an independent contractor, at any time during the Class Period.** Class Members who do not exclude themselves from the Class Settlement will receive a pro rata portion of the Net Settlement Amount based on the number of Vehicle Transports they made during the Class Period. The Administrator will total the number of Vehicle Transports for all Participating Class Members; the resulting sum will be divided into the Net Settlement Amount to reach a Single Vehicle Transport Settlement Amount. The Single Vehicle Transport Settlement Amount will then be multiplied by each Participating Class Member’s number of Vehicle Transports to determine the Participating Class Member’s pro rata share of the Net Settlement Amount.

The following Class Members will also receive an Individual PAGA Payment: **All drivers who performed at least one Vehicle Transport for PARS in California, while being classified by PARS as an independent contractor, at any time during the PAGA Period** (“Aggrieved Class Members”). Each Aggrieved Class Member will receive a pro rata portion of the \$25,000 allocated to penalties associated with Plaintiff’s PAGA claim based on the number of Vehicle Transports they made during the PAGA Period. The Administrator will total the number of Vehicle Transports for all Aggrieved Class Members; the resulting sum will be divided into the \$25,000 to reach a Single Vehicle Transport PAGA Amount. The Single Vehicle Transport PAGA Amount will then be multiplied by each Aggrieved Class Member’s number of PAGA Vehicle Transports to determine the Aggrieved Class Member’s pro rata share of the \$25,000.

If you dispute the number of Vehicle Transports you made during the Class Period, or the number of Vehicle Transports you made during the PAGA Period as shown on the first page of this Notice, you may present evidence to the Administrator establishing the dates you contend to have made Vehicle Transports for PARS. The procedure for disputing the number of Vehicle Transports is explained in Section 5 of this Notice.

For tax purposes, the Administrator will report all Settlement amounts on a U.S. Internal Revenue Service (“IRS”) Form 1099. Specifically, the amount of your Settlement payment(s) will be treated as follows:

Individual Class Member Payment: 50% allocated as expense reimbursement;
25% allocated as penalties; and
25% allocated as interest.

Individual PAGA Payment: 100% is allocated as penalties.

You will be solely responsible for the reporting and payment of any federal, state, and/or local income or other tax withholdings, if any, on your payment(s).

If you participate in the Settlement, you will have **180 days** after the Administrator mails your Individual Class Payment and/or Individual PAGA Payment check to cash the check. **If you do not cash the check sent to you within 180 days of issuance, it will become void.** If at the conclusion of the 180-day check cashing period there are any uncashed checks, the Administrator may redistribute the amounts to Participating Class Members who did cash their check. If there are funds remaining after any second distribution, the remaining amount will be distributed to the *cy pres* beneficiary: Legal Aid at Work.

It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and PARS have agreed that, in either case, the Parties and their counsel will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval.

4. WHAT CLAIMS AM I RELEASING?

Upon the date the Settlement becomes effective ("Effective Date"), Participating Class Members will release the claims that follow against PARS and all of its present and former officers, directors, shareholders, members, partners, agents, employees, representatives, attorneys, parent companies, subsidiaries, divisions, affiliates, related companies, successors, and assigns (collectively, the "Released Parties"):

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, voluntarily waive, release and discharge any and all claims under federal and state law that were brought or could have been brought in this Action based on the alleged misclassification of Class Members as independent contractors rather than employees and other facts alleged in the Complaint, and which accrued at any time during the Class Period. The Class Released Claims include, but are not necessarily limited to, all wage and hour claims, whether known or unknown, at law or in equity, including under the Wage Orders of the California Industrial Welfare Commission, or other, federal, state, or local law, claims for penalties under the PAGA, all claims for failure to pay minimum wages under California law, all claims for failure to pay for all hours worked under California law, all claims for failure to authorize and permit and/or make available meal and rest periods pursuant to the California Labor Code ("Labor Code"), all claims for failure to reimburse for necessary business expenses under Labor Code § 2802, all claims for failure to maintain proper payroll records under Labor Code § 1174, all claims for failure to provide accurate itemized wage statements under Labor Code § 226, all claims regarding coerced purchases under Labor Code § 450, all claims regarding willful misclassification under Labor Code § 226.8, all claims for waiting time penalties under Labor Code §§ 201-204, and all claims for unlawful business practices under the California Business and Professions Code §§ 17200, et seq.

Aggrieved Class Members are bound by the PAGA Release, even if they opt out of the Class Settlement. Aggrieved Class Members release the claims that follow against the Released Parties:

All Aggrieved Class Members, regardless of whether they are Participating Class Members or Non-Participating Class Members, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, all claims for civil penalties that were brought or could have been brought in this Action under PAGA based on the alleged misclassification of Class Members as independent contractors rather than employees and other facts alleged in the Complaint, and which accrued at any time from November 10, 2021, until the earlier of the date of preliminary approval or August 31, 2023. The Class Released Claims include, but are not necessarily limited to, claims for civil penalties under the PAGA premised on alleged violations of California Labor Code §§ 201-204, 226, 226.8, 510, 1174, 1194 and 2802.

5. WHAT ARE MY RIGHTS?

- **Do Nothing:**

- Class Member: If you are a Class Member and do not timely and validly request to exclude yourself (opt out) from the Class Settlement, you will automatically become a Participating Class Member and receive your prorated Individual Class Settlement Payment, and you will be bound by the Class Settlement, including the release described above in Section 4 of this Notice.

- Aggrieved Class Member: If you are an Aggrieved Class Member, you may exclude yourself from only the Class claim portion of the Settlement. As explained above, an Aggrieved Class Member is a driver who performed at least one Vehicle Transport for PARS in California, while being classified by PARS as an independent contractor, at any time during the PAGA Period. **As an Aggrieved Class Member, you will receive your Individual PAGA Payment and will be bound by the PAGA portion of the Settlement, including its release provision.**

- **Exclude Yourself (Opt Out) of the Class Portion of the Settlement:** If you are a Class Member and do not wish to be bound by the Class portion of the Settlement, you must submit a written exclusion from the Settlement (Opt-Out Request), postmarked by [INSERT RESPONSE DEADLINE]. The written request for exclusion must contain your full name, address, telephone number, email address (if you have one), last four digits of your Social Security number or Employer Identification number, and must be signed individually by you. No Opt-Out Request may be made on behalf of a group. The Opt-Out Request must be mailed to the Administrator at [INSERT SETTLEMENT ADMINISTRATOR'S ADDRESS]. **Any person who requests exclusion (opts out) of the Class portion of the Settlement will not be entitled to any Individual Class Settlement Amount and will not be bound by the Class portion of the Settlement or have any right to object, appear at the Final Approval Hearing, or appeal.**

- **Object:** If you received this Notice and wish to object to the Settlement, you must either appear at the Final Approval Hearing to make your objection there; or submit a written statement to the Administrator objecting to the Settlement by [INSERT RESPONSE DEADLINE]. If you submit a written objection, the statement must (a) be written, (b) be signed by you, (c) contain your full name; (d) identify the name of the Action (*Jason Goldstone, et al. v. Professional Automotive Relocation Services, Inc., et al.*); (e) explain the reason for the objection; (f) provide any facts that support the objection; and (g) provide your most recent mailing address, telephone number and/or other contact information. The written objection must be mailed to the Administrator at the following address: [INSERT ADMINISTRATOR ADDRESS]. The written objection must be postmarked by [INSERT DEADLINE] to be valid.

To be heard at the Final Approval Hearing about the Class portion of the Settlement, you cannot exclude yourself (opt out) from the Class portion of the Settlement.

- **Dispute the Number of Vehicle Transports Shown in this Notice:** The number of Vehicle Transports you performed under PARS during the Class Period, as recorded in PARS's records, is stated in the first page of this Notice. To challenge the number of Vehicle Transports credited to you, you must sign and send a letter to the Administrator via mail, or email. Section 9 of this Notice has the Administrator's contact information. To be valid, your challenge must be postmarked by [INSERT DATE 60 DAYS AFTER NOTICE SENT OUT].

Your letter must explain the basis of the challenge and the number of Vehicle Transports you believe is correct. You also must attach any documentation reasonably available to support your challenge. You should send copies rather than originals because the documents will not be returned to you. If you submit a challenge, Class Counsel and Defense Counsel will meet and confer to determine whether adjustments to your Individual Class Member Payment are warranted. If the parties are unable to reach an agreement as to the dispute, the Administrator will decide the issue, with PARS' records controlling if there is a conflict. The Administrator's determination of the eligibility for and amount of any Individual Class Member Payment will be binding on you.

6. HOW WILL I GET PAID?

A. Participating Class Members.

The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out or request exclusion). The single check will combine the Individual Class Payment and the Individual PAGA Payment (if any).

B. Non-Participating Class Members.

The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Class Member who opts out of the Class Settlement, who also performed at least one vehicle relocation for PARS in California from November 10, 2021 to [INSERT DATE OF PRELIMINARY APPROVAL OR AUGUST 31, 2023, WHICHEVER IS EARLIER].

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information. If you do not cash your check within 180 days, it will become void.

7. WHEN AND WHERE IS THE FINAL APPROVAL HEARING AND MAY I ATTEND?

The Court will hold the Final Approval Hearing on [REDACTED] at [REDACTED] in Department 613 of the San Francisco County Superior Court, located at 400 McAllister St. San Francisco, CA 94102. You may, but are not required to, attend the Final Approval Hearing. You may also hire a lawyer, at your expense, to attend the Final Approval Hearing on your behalf. At the Final Approval Hearing, the judge will hear any objections to the Settlement, decide whether to grant final approval of the Settlement, and determine how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiff as the Class Representative, and the Administrator. Check the Court's website, <https://sf.courts.ca.gov/divisions/civil-division/complex-civil-litigation>, for the most current information.

It is possible the Court will reschedule the Final Approval Hearing or hold it remotely via video conference. You should check the Settlement website [REDACTED] beforehand, or contact Class Counsel, to verify the date, time and place of the Final Approval Hearing.

If you wish to be heard at the Final Approval Hearing, you may appear in person or by phone. If you wish to appear by phone, you may make arrangements using CourtCall. Information regarding how to make arrangements through CourtCall is available at the following website: <https://courtcall.com/>

8. WHO ARE THE ATTORNEYS REPRESENTING PLAINTIFF AND THE CLASS MEMBERS?

Plaintiff and the Class Members are represented by the following attorneys acting as Class Counsel:

Joshua G. Konecky
Nathan B. Piller
SCHNEIDER WALLACE COTTRELL KONECKY LLP
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Emeryville, California 94608
Telephone: (415) 421-7100
Fax: (415) 421-7105
jkonecky@schneiderwallace.com
npiller@schneiderwallace.com

9. HOW CAN I GET MORE INFORMATION?

If you have questions about this Notice, or the Settlement, you should contact Class Counsel.

This Notice is only a summary. For the precise terms and conditions of the Settlement, please see the Class Action and PAGA Settlement Agreement (“Agreement”) available at the Settlement website at [insert website address], contact Class Counsel, or contact the Administrator.

The administrator’s contact information is as follows:

Administrator:

Name of Company Email Address:

Mailing Address:

Telephone:

Fax Number:

You also may view the Agreement and other court records in the Action for a fee by visiting the civil clerk’s office, located at 400 McAllister Street, San Francisco, California 94102, during business hours, or by online by visiting the following website: <https://www.sfsuperiorcourt.org/>.

To access the Court’s online docket, you may visit the following website: <https://sf.courts.ca.gov/online-services/case-information>. Then, click the button marked “Access Now” under “Civil Case Query.” Then, enter the following case number: CGC-22-603167. There is no charge to access this information.

To obtain a copy of Plaintiff’s motion for preliminary approval of the settlement, you may request a copy from Class Counsel (contact information for Class Counsel is listed above in Section 8), or obtain one, free of charge, by accessing the Court’s online docket.

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

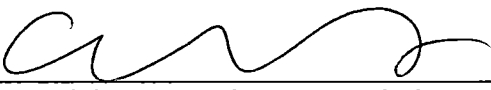
CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6(6) & CRC 2.251)

I, Ericka Larnauti, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On April 3, 2024, I electronically served the attached document via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: April 3, 2024

Brandon E. Riley, Clerk

By: 

Ericka Larnauti, Deputy Clerk