SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

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

El Majdi v. TransCore, LP et al.
Case No. 23CV027554
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 proposed settlement of an employee class action against TransCore, LP (sometimes referred to as "TC" or "Defendant") and GTN Technical Staffing, LLC (sometimes referred to as "GTN"). The proposed Settlement is between Plaintiff Ikram El Majdi and TransCore, LP. GTN Technical Staffing, LLC is not a party to the Settlement but is included among the Released Parties. The Action was filed by a former employee of GTN who was assigned to perform work for TC, Ikram El Majdi ("Plaintiff"), and seeks payment of: (1) back and premium wages, statutory penalties, and interest for a class of individuals who are or were employed as nonexempt hourly employees in California during the Class Period, February 3, 2019 through September 24, 2026, by TC or by GTN and assigned by GTN to perform services for TC ("Class Members"); and (2) penalties under the California Private Attorneys General Act ("PAGA") for all individuals who are or were employed as nonexempt hourly employees in California during the PAGA Period, February 3, 2022 through September 24, 2026, by TC or by GTN and assigned by GTN to perform services for TC ("PAGA Members").

Defendant expressly denies violating any laws or failing to pay any wages and contends that it complied with all applicable laws.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and to make a payment to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendant's records, and the Parties' current assumptions, your Individual Class Payment is estimated to be $____ (less withholding), and your Individual PAGA Payment is estimated to be $_____.The actual amount you may receive will likely be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records, you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendant's records showing that **you worked _____workweeks** during the Class Period and **you worked _____ Workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and PAGA Members to give up their rights to assert certain claims against Defendant and GTN.

If you worked for or performed work for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing**. You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert individual Class Period wage claims against Defendant and GTN.

(2) **Opt-Out of the Class Settlement**. You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period claims against Defendant. You cannot opt out of the PAGA portion of the proposed Settlement, and thus, if you are a PAGA member, you remain eligible for an Individual PAGA Payment regardless of whether you opt out of the Class Settlement.

Neither Defendant nor GTN will retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant and GTN that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is January 7, 2027**	If you don't want to fully participate in the proposed Settlement, you can opt out of the Class Settlement by sending the Administrator a written Request for Exclusion by the Opt-out Deadline. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See **Section 6** of this Notice. You cannot opt out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all PAGA Members and the PAGA Members must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement **Written Objections Must be Submitted by January 7, 2027**	All Class Members who do not opt out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See **Section 7** of this Notice.
You Can Participate in the March 24, 2027 Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on March 24, 2027, at 3:00 p.m. You don't have to attend, but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone, or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See **Section 8** of this Notice.
You Can Challenge the Calculation of Your Workweeks **Written Challenges Must be Submitted by January 7, 2027**	The amount of your Individual Class Payment and PAGA Payment (if any) depends on how many workweeks you worked at least one day during the Class Period and how many workweeks you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by January 7, 2027. See **Section 4** of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of GTN who was assigned to perform services for TransCore. The Action alleges that Defendant violated California law by, inter alia: (1) failing to pay all minimum and overtime wages; (2) failing to provide compliant meal periods or pay meal period premiums; (3) failing to authorize and permit compliant rest periods or pay rest period premiums; (4) failing to pay all sick time at the regular rate of pay; (5) failing to pay all wages due, including under applicable prevailing wage laws, (6) failing to provide accurate and compliant wage statements; (7) failing to timely pay all wages due upon separation of employment; (8) engaging in unfair business practices; (9) requiring employees to enter into unlawful restrictive covenants in violation of Business and Professions Code §§ 16600, 16600.1, and 16600.5; and (10) failing to provide required statutory notice that such restrictive covenants are void. Based on these claims, Plaintiff seeks statutory penalties as well as civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698 et seq.) ("PAGA").

Plaintiff is represented in the Action by Mehrdad Bokhour of Bokhour Law Group, P.C., and Joshua S. Falakassa of Falakassa Law, P.C. (collectively, "Class Counsel").
Defendant denies violating any laws or failing to pay any wages and contends that they complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime,

Plaintiff and Defendant hired an experienced, neutral mediator to resolve the Action by negotiating a settlement agreement rather than continuing the expensive and time-consuming litigation process. The negotiations were successful. By signing a written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree that the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and PAGA Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

(a) Defendant TransCore, LP will pay $900,000 as the Gross Settlement Amount ("Gross Settlement"). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, the Class Representative Service Payment, Class Counsel's attorneys' fees and expenses, the Administrator's expenses, and penalties to be paid to the LWDA. Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement Amount within 30 days after the Judgment becomes final.

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

A. Up to $300,000 (one third of the Gross Settlement) to Class Counsel for attorneys' fees and up to $30,000 for their litigation expenses. To date, Class Counsel have worked on the Action and incurred expenses without payment.

B. Up to $15,000 as a Class Representative Service Payment for filing the Action, working with Class Counsel, and representing the Class. A Class Representative Award will be the only money Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

C. Up to $7,000 to the Administrator for services administering the Settlement.

D. Up to $50,000 for PAGA Penalties, 75% allocated to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the PAGA Members based on their Workweeks worked during the PAGA Period.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

(c) Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

(d) Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to interest and penalties ("Non-Wage Portion"). The Wage Portion is subject to withholding and will be reported on IRS Form W-2. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portion of the Individual Class Payments on IRS Form 1099.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor, at your own expense, if you have any questions about the tax consequences of the proposed Settlement.

(e) Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically canceled, and the money will be deposited with Legal Aid

Foundation of Los Angeles.

(f) Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member and will participate fully in the Class Settlement, unless you notify the Administrator in writing, not later than January 7, 2027, that you wish to opt out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the January 7, 2027 Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth the Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments.

You cannot opt out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

(g) The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible that the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

(h) Administrator. The Court has appointed a neutral company, CPT Group, Inc. (the "Administrator"), to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

(i) Participating Class Members' Release. After Defendant has fully funded the Gross Settlement Amount, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant, GTN, or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

> In consideration for their awarded Individual Settlement Payments, 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 all claims, rights, demands, liabilities, damages, and causes of action of any kind or nature that were alleged, or that reasonably could have been alleged based on the facts asserted in the Operative Complaint and/or the PAGA Notices that arose during the Class Period, including, without limitation, all claims for failure to pay minimum wages, failure to pay for all hours worked including off the clock work, failure to pay overtime wages, and failure to properly calculate the regular rate of pay; failure to pay all wages due including any failure to pay the required prevailing rate for all hours worked on covered public works projects; failure to pay statutory penalties; failure to provide compliant meal periods and rest periods and failure to pay premiums in lieu thereof; failure to pay paid sick leave at the proper rate of pay; failure to timely pay wages during employment and upon separation of employment, including waiting time penalties; failure to provide accurate and complete itemized wage statements and to maintain required payroll and time records; failure to reimburse necessary business expenses; all claims arising from or related to Defendant's and GTN's use, enforcement, or attempted enforcement of non-compete agreements, non-solicitation agreements, or other restrictive covenants, including any failure to provide required notice of the void nature of such provisions; and all claims for unlawful, unfair, or fraudulent business practices based on any of the foregoing conduct. The Released Class Claims also include all claims for unpaid wages, prevailing wages, liquidated damages, statutory penalties, civil penalties, waiting time penalties, restitution, injunctive relief, interest, attorneys' fees, and costs arising from or based upon the foregoing allegations.

(j) Release by Plaintiff and LWDA. Plaintiff, acting as an authorized proxy and agent of the LWDA/State of California, and the LWDA/State of California, release and settle any and all claims for civil penalties under

PAGA based on the facts and violations described in the PAGA Notices and/or the Operative Complaint, and arising during the PAGA Period, against the Released Parties.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

(a) Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

(b) Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing $12,500.00 by the total number of Workweeks worked by all PAGA Members during the PAGA Period and (b) multiplying the result by the number of Workweeks worked by each individual PAGA Member.

(c) Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of Workweeks you worked during the PAGA Period, as recorded in Defendant's and/or GTN's records, are stated on the first page of this Notice. You have until January 7, 2027, to challenge the number of Workweeks credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email, or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's and GTN's calculation of Workweeks based on Defendant's and GTN's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

(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), including those who also qualify as PAGA Members. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

(b) Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every PAGA Member who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *El Majdi v. TransCore, LP*, Case No. 23CV027554, and include your identifying information (full name, address, telephone number, approximate dates of employment, and Social Security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by January 7, 2027 or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 days before the March 24, 2027 Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is January 7, 2027**. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *El Majdi*

v. TransCore, LP, Case No. 23CV027554, and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing. The Court has the right to overrule your objections.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on March 24, 2027 at 3:00 p.m. in Department 20 of the Alameda County Superior Court, located at Rene C. Davidson Courthouse, 1225 Fallon Street, Oakland, California 94612. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer, at your own expense, to attend) either personally or virtually via Zoom. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website www.cptgroupcaseinfo.com/TransCoreSettlement beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. You can telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (https://eportal.alameda.courts.ca.gov/?q=Home) and entering the Case Number for the Action, Case No. 23CV027554.

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

Class Counsel:

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Settlement Administrator:
Majdi v. TransCore, LP et al.
c/o CPT Group, Inc.
PO Box 19504
Irvine, CA 92623
Telephone: 1-888-882-1269
Fax: (949) 419-3446
Email: TransCoreSettlement@cptgroup.com

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check.

11. WHAT IF I CHANGE MY ADDRESS?

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