

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

Joseph Stevens v. GoShare Inc. | San Bernardino Superior Court Case No. CIVSB2428568

***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”) entitled *Joseph Stevens v. GoShare Inc.*, for alleged wage and hour violations. The Action was filed by a former delivery driver, Joseph Stevens (“Plaintiff”), against GoShare Inc. (“Defendant” or the “Company”), and seeks payment of reimbursements and other relief for all persons who performed delivery services for Defendant in California as an independent contractor from October 3, 2020 through October 8, 2025 with Defendant (“Class Members”), and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all persons who performed delivery services for Defendant in California as an independent contractor from July 30, 2023, through October 8, 2025 (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring the Company to fund Individual Class Payments, and (2) a PAGA Settlement requiring the Company to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on the Company’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$«Individual_Class_Payment» and your Individual PAGA Payment is estimated to be \$«Individual_PAGA_Payment»**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to the Company’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 the Company’s records showing that **you performed «Class_Period_Deliveries» deliveries during the Class Period and you performed «PAGA_Period_Deliveries» deliveries** during the PAGA Period. If you believe that you performed more deliveries during the Class Period, or more deliveries during the PAGA 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 you do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. The Court will also decide whether to enter a judgment that requires the Company to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against the Company.

If you performed deliveries for the Company during the Class Period and/or the PAGA Period, you have legal rights and options available to you, summarized in the following table. **The Company will not retaliate against you for any actions you take with respect to the proposed Settlement.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement and Receive a Settlement Payment	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 and hour claims against the Company 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 <u>October 13, 2026</u>	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. This means that you will not receive a payment as a Class Member under the settlement. 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. The Company must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by <u>October 13, 2026</u>	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. If you disagree with any aspect of this Settlement, you may assert your objections by timely writing to the Administrator according to the procedures described below. If you object, you will still be bound by the Settlement if it is approved by the Court. See Section 7 of this Notice.
You Can Participate in the <u>December 2, 2026</u> Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on December 2, 2026. 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 Deliveries/Pay Periods Written Challenges Must be Submitted by <u>October 13, 2026</u>	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many deliveries you performed during the Class Period and how many deliveries you performed during the PAGA Period, respectively. The number of Class Period Deliveries and number of PAGA Period Deliveries you performed according to the Company's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by October 13, 2026. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff performed deliveries for the Company as an independent contractor. The Action alleges that the Company misclassified drivers as independent contractors and therefore violated California labor laws by failing to: pay minimum wages, pay overtime wages, provide meal periods, authorize and permit rest periods, provide accurate wage statements, maintain accurate records, and reimburse business expenses. The Company denies these claims and asserts that it has followed all applicable laws. The Court has made no ruling in favor of either party.

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

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

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. The Company Will Pay \$264,794.42 as the Gross Settlement Amount (Gross Settlement). The Company has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, the Company will fully fund the Gross Settlement two-hundred and eighty (280) days after the Order granting Final Approval. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
- 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:
 - i. Up to \$88,264.81 (one-third of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$25,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - ii. Up to \$5,000.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.
 - iii. Up to \$20,000 to the Administrator for services administering the Settlement.

- iv. Up to \$5,000.00 for PAGA Penalties, 75% of which will be provided to the California Labor & Workforce Development Agency (“LWDA”) as required under California law, and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Pay Periods.

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 Deliveries.
- d. Taxes Owed on Payments to Class Members. The Settlement shall be attributed 100% to reimbursements, penalties and interest. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Individual Class Payments on IRS 1099 Forms.

Plaintiff and the Company give no advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- 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 do not cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name. If the monies represented by your check are sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.
- f. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than **October 13, 2026**, 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 Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against the Company.
- g. 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 the Company based on the PAGA Period facts alleged in the Action.
- h. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and the Company

have agreed that, in either case, the Settlement will be void: the Company will not pay any money and Class Members will not release any claims against the Company.

- i. Administrator. The Court has appointed a neutral company, ILYM (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 Deliveries, 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.
- j. Participating Class Members’ Release. After the Judgment is final and the Company has fully funded the Gross Settlement, 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 the Company 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:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

The full Settlement Agreement is on the settlement website at **www.ilymgroup.com**.

- k. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and the Company has fully funded the Gross Settlement, all Aggrieved Employees will be barred from asserting PAGA claims against the Company which arose during the PAGA Period and which were asserted or could have been asserted in the Action, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against the Company or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees’ Releases for Participating and Non-Participating Class Members are as follows:

All Aggrieved Employees, including all Non-Participating Class Members who are Aggrieved Employees, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice.

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 Deliveries worked by all Participating Class Members, and (b) multiplying the result by the number of Deliveries worked by each individual Participating Class Member.
- b. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$1,250.00 by the total number of Deliveries completed by all Aggrieved Employees and (b) multiplying the result by the number of Deliveries completed by each individual Aggrieved Employee.
- c. Delivery Challenges. The number of Class Deliveries you worked during the Class Period and the number of Deliveries completed during the PAGA Period, as recorded in the Company's records, are stated on the first page of this Notice. You have until **October 13, 2026** to challenge the number of Deliveries 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 the Company's calculation of Deliveries based on the Company'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 Deliveries challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and the Company's Counsel. The Administrator's decision is final. You cannot 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 does not opt-out) including those who also qualify as Aggrieved Employees. If you are entitled to both an Individual Class Payment and an Individual PAGA Payment, the single check will combine both of these amounts.
- b. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as in 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 be excluded. Be sure to personally sign your request, identify the Action as Joseph Stevens v. GoShare Inc., and include your identifying information (full name, address, telephone number, approximate dates of employment, and the last four digits of your 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 **October 13, 2026**, 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. A Participating Class Member who disagrees with any aspect of the Agreement and/or the Motion for Final Approval may wish to object, for example, that the proposed Settlement is unfair. The deadline for sending written objections to the Administrator is **October 13, 2026**. 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 (Joseph Stevens v. GoShare Inc.) and include your name, current address, telephone number, and approximate dates of employment for the Company and sign the objection. **Section 9** of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but do not have to, attend the Final Approval Hearing on **December 2, 2026 at 8:30 a.m.** in Department 32 of the San Bernardino Superior Court, located at 247 West Third Street, San Bernardino, CA 92415. You can also attend remotely through CourtCall. You can schedule a remote appearance to join the hearing by using the following CourtCall link: <https://sanbernardino.courts.ca.gov/online-services/remote-access> or calling (888) 882-6878.

At the Hearing, the judge will decide whether to grant Final Approval of the Settlement. 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 settlement website (**www.ilymgroup.com**) 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 the Company and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the settlement website at **www.ilymgroup.com**.

The Contact information for the Settlement Administrator, ILYM Group, Inc., is as follows:

ILYM Group, Inc.
P.O. Box 2031 | Tustin, CA 92781
Telephone: (888) 250-6810
Fax: (888) 845-6185
Email: claims@ilymgroup.com

The contact information for the Parties' counsel is as follows:

Class Counsel	Counsel for Defendant
Michael Singer, Esq. Rosemary Khoury, Esq. COHELAN KHOURY & SINGER 605 C Street, Suite 200 San Diego, CA 92101 Tel: (619) 595-3001 E-Mail: msinger@ckslaw.com rkhoury@ckslaw.com	Heather Dillion, Esq. Joseph Lara, Esq. Jackson Lewis, P.C. 3390 University Ave., Suite 110 Riverside, CA 92501 Tel.: (951) 848-7940 E-Mail: heather.dillion@jacksonlewis.com joseph.lara@jacksonlewis.com

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

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. If your check is already void you should consult the California Unclaimed Property Fund for instructions on how to retrieve the funds.

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.

Joseph Stevens v. GoShare Inc.

c/o ILYM Group, Inc.

P.O. Box 2031 «ILYM_ID
Tustin, CA 92781 QR Code»

ILYM ID: «ilym_id» «PC»

«first_name» «last_name»

«Address_1»

«City», «state» «Zip_Code»