

CLASS SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is hereby entered into by and between (1) Bradley Meehan and Cesar E. Corvera Santamaria (“Class Representatives”), individually and on behalf of the Settlement Class Members defined below, and (2) Roadmaster Drivers School of Pennsylvania, Inc. (“Defendant” or “Roadmaster”) (collectively, the “Parties”).¹

By this Agreement, the Parties intend, with judicial approval, to fully, finally and forever resolve the Litigation, originally styled *Bradley Meehan v. Roadmaster Drivers School of Pennsylvania, Inc., et al.*, No. 2:22-cv-04299-JMG in the United States District Court for the Eastern District of Pennsylvania, in its entirety and with prejudice, and discharge and settle all released rights and claims to the full extent set forth below.

RECITALS

WHEREAS, by the Litigation, the Class Representatives asserted claims, including the Class Claims, against Defendant for alleged violations of the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. 201-1, *et seq.* (“CPL”), breach of contract, and unjust enrichment;

WHEREAS, the purpose of this Agreement is to settle and fully resolve the Class Claims of the Class Representatives and Settlement Class Members;

WHEREAS, Defendant denies any liability under the CPL, breach of contract or unjust enrichment and denies that class certification is appropriate in this Litigation. Defendant further denies that it engaged in any violation of the CPL, breach of contract, unjust enrichment or any other law. As part of the Agreement, Defendant specifically denies that it engaged in any wrongdoing, denies the allegations in the operative Complaint, denies that Defendant is liable for damages, penalties, interest, attorneys’ fees or costs, or any other remedy, and denies that any claim asserted by the Class Representatives is suitable for class treatment other than for settlement purposes. This Agreement is not and shall not in any way be deemed to constitute an admission or evidence of any wrongdoing or liability on the part of Defendant, nor of any violation of any federal, state, or municipal statute, regulation, or principle of common law or equity. Defendant has agreed to settle the Litigation solely to avoid the burden, expense, and possible uncertainty of the Litigation;

WHEREAS, counsel for the Parties have conducted an extensive investigation of the facts and claims alleged in this Litigation, including, but not limited to, reviewing documents and data, serving and responding to written discovery requests;

WHEREAS, counsel for the Parties have vigorously investigated Class Representatives’ claims, including diligent searches for putative class members in response to Plaintiffs’ discovery requests;

WHEREAS, the Parties have engaged in extensive arm’s-length negotiations, both through conferences directly between the Parties’ counsel and with the assistance of a mediator. The Parties

¹ Capitalized terms shall have the meaning and definitions set forth in Section 1 of this Agreement.

reached a settlement after jointly retaining the services of an experienced mediator, Judge John J. Hughes (Ret.), and engaging in an adversarial day-long mediation session, with further engagement in additional arms-length negotiations in the days and weeks before and after the mediation;

WHEREAS, based upon their analysis and their evaluation of a number of factors, and recognizing the substantial risks of continued litigation, including the possibility that the Litigation, if not settled now, might not result in any recovery for the Class Representatives and the Settlement Class, or might result in a recovery that is less favorable to the Class Representatives and the Settlements Class, the Class Representatives and Class Counsel are satisfied that the terms and conditions of the Settlement are fair, reasonable and adequate and that this Agreement is in the best interests of the Class Representatives and the Settlement Class; and

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, as well as the good and valuable consideration provided for herein, the Parties hereto agree to a full and complete settlement of the Litigation on the following terms and conditions:

1. DEFINITIONS

The following definitions apply to this Agreement. Each defined term set forth above and herein appears throughout in initial capital letters and shall have the following meanings:

1.1. **“Administrative Costs”** or **“Notice and Administrative Costs”** means all amounts owed to the Settlement Administrator for administering this Agreement. All Administrative Costs shall be paid from the Settlement Fund.

1.2. **“Agreement”** means this Class Settlement Agreement and Release, its Recitals, and its Exhibits.

1.3. **“CAFA Notice”** means notice of this proposed settlement to the appropriate federal and state officials, as required by the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. §§ 1715(a)-(d). The CAFA Notice shall be prepared and served by the Settlement Administrator.

1.4. **“CDL”** means commercial drivers license.

1.5. **“Class Claims”** means the claims asserted in the operative Complaint in the Litigation.

1.6. **“Class Counsel”** means James A. Francis and Lauren KW Brennan, of Francis Mailman Soumilas, P.C. and Michael A. Tompkins of Leeds Brown Law, P.C.

1.7. **“Class Counsel Fees and Costs”** means attorneys’ fees and costs that the Court awards in connection with resolving the Litigation in accordance with this Agreement and the Fee Petition.

1.8. **“Class Members”** mean those individuals who, for purposes of this Agreement, will be certified as members of the Settlement Class and who do not file a timely and valid Request

for Exclusion.

1.9. “**Class Member Payment**” means the amount the Settlement Administrator distributes from the Net Settlement Amount to each Settlement Class Member.

1.10. “**Class Representatives**” or “**Plaintiffs**” mean Bradley Meehan and Cesar E. Corvera Santamaria.

1.11. “**Court**” means the United States District Court for the Eastern District of Pennsylvania, where the Litigation is currently pending.

1.12. “**CPL**” means the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. 201-1, *et seq.*

1.13. “**Defendant**” means Roadmaster Drivers School of Pennsylvania, Inc.

1.14. “**Defendant’s Counsel**” means Josh J.T. Byrne and Vlada Tasich of Marshall Dennehey, P.C.

1.15. “**Effective Date**” means the last of the following dates: (i) the expiration of seven (7) days after the time to file a motion to alter or amend the Final Approval Order under Federal Rule of Civil Procedure 59(e) has passed without any such motion having been filed; (ii) in the event of any Objection, the expiration of seven (7) days after the time in which to appeal the Final Approval Order has passed without any appeal having been filed; and (iii) if such motion to alter or amend is filed, or in the event of any Objection if an appeal is taken, seven (7) days after a final determination of any such motion or appeal that permits the consummation of the Settlement in accordance with the terms and conditions of this Agreement, and without further opportunity for either an appeal or Rule 59(e) motion.

1.16. “**Fee Petition**” means the petition for an award of fees and costs submitted by Class Counsel as provided for in Section 8 below.

1.17. “**Final Approval**” means the approval of the Agreement by the Court in its entirety at or after the Final Approval Hearing, and entry on the Court’s docket of the Final Approval Order.

1.18. “**Final Approval Hearing**” means the hearing at which the Court will consider arguments relating to deciding whether to approve this Settlement, and make such other rulings as are contemplated by this Agreement.

1.19. “**Final Approval Motion**” means the motion that Plaintiffs shall file seeking Final Approval.

1.20. “**Final Approval Order**” means the final order and judgment entered by the Court giving Final Approval to the Settlement and dismissing with prejudice the claims of the Settlement Class and entering a judgment according to the terms set forth in this Agreement. A proposed Final Approval Order is attached hereto as Exhibit D.

1.21. “**Final Judgment**” shall have the same meaning as Final Approval Order.

1.22. “**Litigation**” means the lawsuit filed by the Class Representatives in the United States District Court for the Eastern District of Pennsylvania, under the amended caption *Meehan, et al. v. Roadmaster Drivers School, Inc.*, No. 5:22-cv-04299-JMG.

1.23. “**Motion for Preliminary Approval**” means the motion that Plaintiffs shall file proposing to certify the Settlement Class for settlement purposes and to approve the Settlement Notice Plan and Settlement Notices pursuant to FED. R. CIV. P. 23(e).

1.24. “**Net Settlement Amount**” means the portion of the Gross Settlement Amount that remains after deduction for any individual settlement, Service Awards, Administrative Costs, and Class Counsel Fees.

1.25. “**Notice of Objection**” or “**Objection**” means a written objection made by a Class Member to this Settlement and submitted in accordance with the procedures identified in Section 5 below.

1.26. “**Objection Deadline**” means the date sixty (60) days after the date of the Settlement Notice by which all objections must be submitted.

1.27. “**Objector**” means a Class Member who has submitted a Notice of Objection.

1.28. “**Order Directing Notice to the Class**” means an order by the Court approving the Settlement Notice Plan, the Settlement Notices, and the proposed settlement pursuant to FED. R. CIV. P. 23(e).

1.29. “**Opt Out Deadline**” means the date sixty (60) days after the date of the Settlement Notice by which all Requests for Exclusion must be submitted electronically or postmarked and sent to the Settlement Administrator.

1.30. “**Parties**” means the Class Representatives and Defendants.

1.31. “**Released Claims**” means all claims that, under Section 10 of this Agreement, will be extinguished as to all Class Members who do not submit a timely Request for Exclusion.

1.32. “**Released Parties**” means Defendant and each and all of its current or former subsidiaries, parents, affiliates, predecessors, insurers, agents, employees, successors, assigns, officers, officials, directors, members, attorneys, personal representatives, trustees, principals, executors, and shareholders.

1.33. “**Request for Exclusion**” means, as described in Section 4 below, a written or electronic opt-out request submitted to the Settlement Administrator, including the Class Member’s full name and current mailing address and an express statement that the Class Member wishes to be excluded from the terms of the Agreement.

1.34. “**Settlement**” means the agreement between the Class Representative, on behalf of himself and Class Members, and Defendant, to fully, finally and forever settle the Litigation and

Class Claims and Class Representative's individual claims in their entirety and with prejudice and release the claims described herein as memorialized in this Agreement and the accompanying documents attached hereto.

1.35. **"Service Award"** means the payment made from the Settlement Fund to the Class Representatives for their service in the Litigation, as approved and directed by the Court.

1.36. **"Settlement Administrator"** means the entity selected in accordance with Section 7 of this Agreement.

1.37. **"Settlement Class" or "Settlement Class Members"** means:

Each student of Roadmaster Drivers School of Pennsylvania, Inc. who paid or caused to be paid tuition and/or fees or other related educational expenses in connection with CDL training and testing, who later had their CDL declared to be improperly issued due to improperly conducted skills testing, from October 26, 2016 to and through the date of the Settlement Agreement.

Upon a review of Defendant's records, the Parties agree there are at least 276 individuals in the Settlement Class, including Plaintiffs Bradley Meehan and Cesar E. Corvera Santamaria.

1.38. **"Settlement Fund" or "Gross Settlement Amount"** means the Four Hundred Thousand Dollars and Zero Cents (\$400,000.00) to be paid by Defendant in connection with the Agreement and after the Final Approval Order. This sum includes all Class Member Payments, the Service Awards to Plaintiffs, all Administrative Costs, Settlement Notice Costs, and Class Counsel Fees. In no event shall Defendant be required to pay any amount greater than that set forth in this Section 1.38.

1.39. **"Settlement Notice"** means the notices of the terms of the Agreement to be sent to the Settlement Class by the Settlement Administrator, substantially in the form of Exhibits B (via email) and C (by first class mail) hereto. The Settlement Administrator will post the Settlement Notice (Exhibit C) on a settlement website.

1.40. **"Settlement Notice Plan"** means the plan for sending the Settlement Notice as provided for in Section 3 below.

2. SCHEDULING OF HEARINGS AND MOTIONS

2.1. On or before May 10, 2024, or another date agreed to by the Parties and directed by the Court, Class Counsel shall file the Motion for Preliminary Approval of a Class Action Settlement with the Court, which shall propose to certify the Settlement Class for settlement purposes and to approve the Settlement Notice Plan and the Settlement Notice pursuant to FED. R. CIV. P. 23(e). Class Counsel shall file with the Motion a proposed order substantially in the form of Exhibit A hereto.

2.2. The date of any Final Approval Hearing shall be scheduled for a date no earlier than one hundred (100) days after the Court issues the Order on the Motion for Preliminary Approval, directing Notice to the Class.

2.3. The Settlement Administrator shall mail, via First Class United States Mail, postage prepaid, the CAFA Notice within ten (10) days after this Agreement is filed with the Court.

2.4. Class Counsel shall file the Final Approval Motion no later than fourteen (14) days prior to the Final Approval Hearing, or within another time set by the Court.

2.5. Class Counsel shall file the Fee Petition no later than ten (10) days prior to the Objection Deadline and Opt Out Deadline, or within any other time set by the Court. The hearing on the Fee Petition shall occur during the Final Approval Hearing.

3. SETTLEMENT NOTICE PLAN

3.1 As part of the Administrative Costs, the Settlement Administrator shall send the CAFA Notice in accordance with 28 U.S.C. § 1715(a) not later than ten (10) days after this Settlement Agreement is filed with the Court.

3.2 Within seven (7) days of the Order on the Motion for Preliminary Approval, Defendant will securely deliver to the Settlement Administrator the Class List ordered by the Court, and provide social security numbers of each Class Member where available and shall also securely provide to the Settlement Administrator each class member's most recent email address and mailing address information.

3.3 The Parties agree that they will provide the notices described in this Section to the Court for approval. The notices are designed to provide the Settlement Class Members with information about the class action settlement.

- (a) Notice will be delivered to Settlement Class Members via both email and First Class Mail.
- (b) Email notice will be sent to each Class Member at the email address provided by Defendant on the Class List, substantially in the form of Exhibit B hereto. Email notice will be sent within twenty-one (21) days of the Order on the Motion for Preliminary Approval.
- (c) Mailed notice will be sent to each Class Member at the address included on the Class List, subject to updating by the Settlement Administrator through the USPS National Change of Address database. The Settlement Administrator shall furthermore utilize an address verification resource to identify missing addresses. The Settlement Administrator shall mail notices within twenty-one (21) days of the Order on the Motion for Preliminary Approval, substantially in the form of Exhibit C hereto.
- (d) The Settlement Administrator will establish a website containing detailed information about the Settlement Agreement, including the Notice in the form of Exhibit C, frequently asked questions and answers, pleadings, relevant litigation documents, and contact information for Class Counsel. The Settlement Administrator will terminate the website sixty (60) days after the later of either

- (a) six months after the Effective Date; or (b) the date on which the Settlement Agreement is terminated.
- (e) The Settlement Administrator shall make periodic reports to the Parties' counsel regarding the status of the Settlement Notice distribution and number of undeliverable Notices. Not more than seven (7) days after the expiration of the Opt Out Deadline and Objection Deadline, the Settlement Administrator shall provide to the Parties' Counsel, and cause to be filed with the Court, a declaration containing the following: (1) proof of the transmittal of the Settlement Notice; (2) the number of email and hard copy notices returned as undeliverable; (3) the number of visits to the settlement website; (4) the number of Exclusion Requests received; and (5) the number of Objections submitted.

4. REQUESTS FOR EXCLUSION (OPT OUTS)

4.1 The Settlement Class will have the opportunity to opt out by timely submitting a Request for Exclusion. The Settlement Notices to the Settlement Class Members and available on the settlement website shall contain information about how the Settlement Class Members may submit Requests for Exclusion and the potential implications of doing so.

4.2 Settlement Class Members may opt out of the Settlement Class by either (a) mailing a valid Request for Exclusion to the Settlement Administrator; or (b) submitting a valid Request for Exclusion via electronic mail to the Settlement Administrator. Requests for Exclusion that are mailed must be directed to "Opt Out Requests – *Meehan v. Roadmaster Drivers School, Inc.* Settlement Administrator" and must be postmarked no later than sixty (60) days after the date of the order granting Preliminary Approval. Requests for Exclusion submitted via electronic mail must be sent by the same date. All Requests for Exclusion must contain the Settlement Class Member's full name, current mailing address, and a specific statement that the Settlement Class Member wants to be excluded from the settlement. Requests for Exclusion may only be submitted on an individual basis, and to the extent any request purports to seek exclusion *en masse* or on behalf of anyone other than the submitting individual it shall be deemed invalid except as to the submitting individual. Requests for Exclusion that do not comply with the provisions of this paragraph shall be invalid.

4.3 Any Class Member who opts out of this Agreement may not submit an Objection, shall not receive a Class Member Payment, and shall not be bound by the releases in this Agreement. If a Class Member submits both a Request for Exclusion and an Objection, then the Request for Exclusion will be valid and will invalidate the Objection. Each Class Member who does not submit a timely, valid Request for Exclusion shall be bound by the Release(s) described in Section 10 below.

4.4 No later than seven (7) days after the Opt-Out Deadline, the Settlement Administrator shall provide to Class Counsel and Defendant's Counsel a complete list of all Settlement Class Members who have properly opted out of the Settlement Class by submitting valid Requests for Exclusion, together with copies of the opt out requests. The Settlement Administrator shall also include the total numbers of Class Members who have properly opted out in the reports described in Section 3.3(c) of this Agreement.

5. OBJECTIONS AND REQUESTS TO APPEAR AT FINAL APPROVAL HEARING

5.1 Any Class Member who wishes to object to the Settlement or Fee Petition at the Final Approval Hearing, and/or who wishes for any objection to be considered, must file a Notice of Objection by the Objection Deadline. Class Members who fail to submit an Objection in the manner specified in the Settlement Notice and this Agreement shall be deemed to have waived any objection and shall be foreclosed from objecting to this Agreement, whether by appeal or otherwise.

5.1.1 The Notice of Objection shall be sent by United States Mail to: (a) Class Counsel; (b) Defendant's Counsel; and (c) the Clerk of the Court.

5.1.2 The Notice of Objection shall be personally signed by the Objector and state: the caption of the Litigation; the full name, address and telephone number of the Objector; a detailed statement of each objection asserted, including the grounds for objection and reasons for appearing and being heard, together with any documents such Objector wishes to be considered in support of the objection; the identity of all counsel who represent the Objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or Fee Petition; any and all agreements that relate to the Objection or the process of objecting — whether written or oral — between the Objector or the Objector's counsel and any other person or entity; the identity of all counsel representing the Objector who will appear at the Final Approval Hearing; and, all relief sought.

5.1.3 Any Objector wishing to be heard at the Final Approval Hearing must also file a notice of intent to appear with the Court Clerk's office no later than fourteen (14) days before the Final Approval Hearing and must provide both Class Counsel and Defendant's Counsel with copies of the notice of intent to appear.

5.2 The agreed-upon procedures and requirements for filing a valid Objection in connection with the Final Approval Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Objections to the Settlement or Fee Petition, in accordance with such Objector's due process rights.

5.2.1 The Preliminary Approval Order and Notice to the Class shall further provide that persons who fail to properly or timely file their objections, along with the required information and documentation set forth above, or to serve them as provided above, shall not be heard during the Final Approval Hearing, nor shall their objections be considered by the Court.

5.3 Unless otherwise allowed by law, only Settlement Class Members who submit a valid Notice of Objection to the Settlement by the Objection Deadline may appeal any Final Judgment or ruling on the Fee Petition.

6. SETTLEMENT FUND

6.1 The Gross Settlement Amount is Four Hundred Thousand Dollars and Zero Cents (\$400,000.00). Defendant agrees to make a payment in the amount of \$20,000 into a trust account

for use by the settlement administrator within fourteen (14) days of the Court's entry of an order granting preliminary approval of this settlement. The remaining amount (\$380,000.00) shall be deposited into a Qualified Settlement Fund for payments to be made to Class Members ("Class Member Settlement Fund") within fourteen (14) days of the Effective Date. The Class Member Settlement Fund will be used for the following:

(a) Notice and Administration Costs. To the extent notice and administration costs exceed \$20,000, such amounts will be paid from the Class Member Settlement Fund before any remaining amount is distributed to any *cy pres* recipient;

(b) Class Counsel may seek attorneys' fees and costs in an amount not to exceed one-third of the Gross Settlement Amount, or One Hundred Thirty-Three Thousand, Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$133,333.33); and

(c) Class Counsel may also seek service awards for the Class Representatives of Seven Thousand Five Hundred Dollars (\$7,500.00) each; and

(d) After the deductions of the amounts listed in sub-paragraphs 6.1 (a), (b) & (c) above, any remaining funds will be distributed equally to all Settlement Class Members whose Notice is not returned as undeliverable, and who does not opt out.

6.2 In no event shall Defendant, absent further agreement, be obligated to pay more than the Gross Settlement Amount.

6.3 No portion of the Settlement Fund shall revert to Defendant.

6.4 If sufficient funds remain in the Settlement Fund to deliver a second payment of at least \$25 to each Class Member who cashed their initial check, then a second payment shall be initiated as described in Section 9.3, below.

6.5 Any amounts remaining in the Settlement Fund after all other payments specified in this Agreement are made shall be distributed as a *cy pres* award by the Settlement Administrator to the National Consumer Law Center. The Settlement Administrator is responsible for securing from the *cy pres* recipient wiring instructions, as well as all other information necessary to make the *cy pres* distributions. The *cy pres* distribution shall occur sixty (60) days after the void date of the latest dated check distributed to a Class Member.

7. RESPONSIBILITIES OF THE SETTLEMENT ADMINISTRATOR

7.1 Class Counsel represents and warrants that they have contracted, or will contract, with the Settlement Administrator to perform all of the tasks specified and assigned to it in this Agreement, within the time limits specified in this Agreement.

7.2 The Settlement Administrator shall ensure that the information that it receives from the Parties and Class Members is secured and managed in such a way as to protect the security and confidentiality of the information. The Settlement Administrator shall, in conjunction with its periodic reporting under Section 3.3(c) above, disclose information that it receives from Class

Members. Defendant's counsel agrees to not unreasonably withhold its consent in response to Class Counsel's representation that they need to confirm the Class Member status of a specific individual who may contact Class Counsel with questions regarding this Agreement. Under such circumstances, Class Counsel will provide Defendant's counsel with the name and any other identifying information of such individual so that Defendant's counsel and/or the Settlement Administrator may confirm whether the individual is a Class Member.

7.3 The Settlement Administrator shall be responsible for executing the Notice Plan as set forth in Section 3 above.

7.4 In the event that there are Settlement Class Members whose mailed notices are returned as undeliverable, but whose emailed notices are delivered, the Settlement Administrator shall reach out to those Class Members to solicit a valid mailing address for the sending of a Class Member Payment. If the Settlement Administrator does not receive a valid mailing address by the mailing date for Class Member Payments as set forth in Section 9 below, the notice will be deemed to not have been delivered and no payment will be issued consistent with Section 9 below.

7.5 The Settlement Administrator shall calculate, prepare and deliver to Class Members the Class Member Payments in accordance with Section 9 below.

8. ADMINISTRATION OF CLASS COUNSEL FEES AND SERVICE AWARD

8.1 Within the time specified by Section 2.5 above, Class Counsel shall petition the Court for an award of attorneys' fees and costs in a total amount not to exceed one-third of the Gross Settlement Amount, or One Hundred Thirty-Three Thousand, Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$133,333.33). Apart from its obligation to fund the Settlement Fund as described in Section 6 above, Defendant shall have no responsibility for, or any liability with respect to, the payment of attorneys' fees and expenses to Class Counsel, and the sole source of any award of attorneys' fees or costs shall be the Settlement Fund, pursuant to the terms of this Agreement.

8.2 The Settlement Administrator shall issue the Class Counsel Fees within five days after second payment funding the full Gross Settlement Amount by Defendant. Class Counsel shall instruct the Settlement Administrator as to how the Class Counsel Fee may be paid. The Settlement Administrator shall issue an appropriate Internal Revenue Service Form 1099 to Class Counsel.

8.3 The Class Representatives may, subject to Court approval, receive from the Settlement Fund a Service Award of an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) each in consideration of their services to the Class in this matter. Any request for a Service Award shall be made as part of the Final Approval Motion. The Settlement Administrator shall pay any Service Awards approved by the Court within five days after the deposit of the Gross Settlement Amount by Defendant, and shall issue an IRS Form 1099 to the Class Representatives. The Class Representatives shall be solely responsible for paying all applicable taxes on any Service Awards.

9. PAYMENTS TO SETTLEMENT CLASS MEMBERS

9.1 Each Settlement Class Member whose notice is not returned as undeliverable is

entitled to receive a Class Member Payment, and will receive a *pro rata* share of the Net Settlement Fund, which the Parties anticipate shall be at least Eight Hundred Dollars (\$800.00).

9.2 Within five days after the deposit of the Gross Settlement Amount by Defendant, the Settlement Administrator shall issue Class Member Payments via check to be delivered via First Class United States Mail, postage prepaid. The checks must clearly state that they shall be void if not presented for payment within ninety (90) days from the date of mailing. To the extent that checks are not presented for payment by a Settlement Class Member within ninety (90) days of mailing, such checks remaining uncashed on that date shall become null and void, and any such Settlement Class Member shall have no further recourse.

9.3 If an amount remains in the Settlement Fund after one hundred twenty (120) days after the date of mailing of the settlement checks that would be administratively feasible to generate a second payment of at least \$25 to Class Members who cashed their checks, then a second set of equal payments of remaining amounts in the Gross Settlement Fund shall be made to those claimants.

9.4 Settlement Class Members shall be solely responsible for complying with any and all tax liabilities and obligations which are or may become due or payable in connection with this Agreement and the Settlement.

10. RELEASE OF CLAIMS

10.1 For the monetary and non-monetary consideration described above, the receipt and sufficiency of which are hereby acknowledged, Settlement Class Members agree to fully and forever release, waive, acquit and discharge Defendant and any other Released Parties from the following claims: (1) alleged violations of the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. 201-1, *et seq.*; (2) breach of contract, (3) unjust enrichment; and (4) any and all other claims asserted or that could have been asserted arising from the facts alleged in the Litigation, up to the date of this Settlement Agreement.

10.2 The Class Representatives expressly release any and all claims, known or unknown, they have or may have against Defendant (and other Released Parties), including but not limited to their claims alleged in this Litigation, up to the date of this Settlement Agreement.

11. MODIFICATION BY COURT

11.1 This Agreement, and the Settlement, shall be null and void if the Court requires changes to the Agreement that substantively alter the Parties' rights or duties before approving the Settlement. Provided, however, that the Parties, in their sole discretion, can consent to modify this Agreement, in accordance with Section 13.11 below, to be consistent with any modifications requested or required by the Court.

12. TERMINATION

12.1 Each Party may terminate this Agreement and declare it null and void *ab initio*, if one or more of the conditions for reaching the Effective Date definitively and finally fails, including if any of the following conditions occurs:

12.1.1 The Court requires a notice process or settlement terms materially different from the notice process and/or terms set forth in this Agreement or as otherwise agreed upon mutually by the Parties in writing; or

12.1.2 The Court fails to issue a Preliminary Approval Order in accordance with the terms of this Agreement; or

12.1.3 The Court fails to enter a Final Approval Order dismissing the Litigation and integrating all the terms of this Agreement; or

12.1.4 The Final Approval Order is appealed and such Final Approval Order is finally reversed or materially modified on appeal.

12.2 If the Settlement does not become final and effective for any reason, including if any of the conditions described above occurs and any of the Parties properly elects to terminate the Settlement and the Agreement as a consequence, then:

12.2.1 None of the terms of the Agreement will be effective or enforceable and the Settlement and the Agreement (including without limitation the class certification provisions thereof) will have no further force and effect;

12.2.2 The Parties and their counsel shall not offer any of this Agreement in evidence or otherwise use any of them in the Litigation or any other proceeding for any purpose;

12.2.3 Any Court orders, filings, or other entries on the Court's file that result from this Settlement shall be automatically set aside, withdrawn, and stricken from the record;

12.2.4 This Agreement will be without prejudice to any Party, and is not to be construed as an admission;

12.2.5 All Parties will automatically revert to their litigation positions as of March 18, 2024, and stand in the same procedural position as if the Agreement had not been negotiated, made, or filed with the Court.

13. MISCELLANEOUS PROVISIONS

13.1 The Parties shall cooperate in good faith and shall use their best efforts to obtain the Court's approval of this Agreement and all of its terms.

13.2 This Agreement shall not be offered or be admissible in evidence in any action or proceeding except: (1) the hearings necessary to obtain and implement Court approval of this Settlement; and (2) any hearing to enforce the terms of this Agreement or any related order in the Litigation.

13.3 This Agreement constitutes the entire agreement between the Parties with regard to the subject matter contained herein, and all prior and contemporaneous negotiations and

understandings between the Parties (including the Parties' settlement term sheet) shall be deemed merged into this Agreement.

13.4 This Agreement shall apply to and be binding upon and shall inure to the benefit of the Parties hereto, the Released Parties, and Class Counsel, as well as their respective successors, heirs and assigns. The Parties acknowledge it is their intent to consummate this Agreement and agree to cooperate to the extent reasonably necessary to effect and implement all terms and conditions of the Agreement and to exercise their best efforts to accomplish the foregoing terms and conditions of the Agreement.

13.5 The Parties have negotiated all the terms and conditions of this Agreement at arm's length. All terms and conditions of this Agreement in the exact form set forth in this Agreement are material to this Agreement and have been relied upon by the Parties in entering into this Agreement.

13.6 The captions or headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Agreement.

13.7 The determination of the terms and conditions of this Agreement has been by mutual agreement of the Parties. Each Party participated jointly in the drafting of this Agreement, and therefore the terms and conditions of this Agreement are not intended to be, and shall not be, construed against any party by virtue of draftsmanship.

13.8 No person shall have any claim against the Released Parties, Defendant, Defendant's Counsel, the Class Representative, or Class Counsel based on distribution of benefits made substantially in accordance with this Agreement or any Settlement-related order(s) of the Court.

13.9 This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the Commonwealth of Pennsylvania without regard to choice of law principles, except to the extent that the law of the United States governs any matter set forth herein, in which case such federal law shall govern.

13.10 The Court shall retain jurisdiction over the interpretation and implementation of this Agreement.

13.11 No waiver, modification or amendment of the terms of this Agreement, whether purportedly made before or after the Court's approval of this Agreement and the Settlement, shall be valid or binding unless in writing, signed by or on behalf of all Parties, and then only to the extent set forth in such written waiver, modification or amendment, subject to any required Court approval. Any failure by any Party to insist upon the strict performance by the other Party or Parties of any of the provisions of this Agreement shall not be deemed a waiver of future performance of the same provisions or of any of the other provisions of this Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

13.12 Any notice or other formal communication required or permitted to be delivered under this Agreement shall be in writing and sent by First Class United States mail to counsel for the Party to whom the notice is directed at the following addresses:

If to Defendant: Marshall Dennehey, P.C.
Attention: Josh J.T. Byrne, Esq.
2000 Market Street, Suite 2300
Philadelphia, PA 19103

If to Plaintiff: Francis Mailman Soumilas, P.C.
Attn: Lauren KW Brennan, Esq.
1600 Market Street, Suite 2510
Philadelphia, PA 19103

13.13 Class Counsel, on behalf of the Settlement Class, are expressly authorized by the Class Representatives and the Settlement Class Members to take all appropriate action required or permitted to be taken by the Settlement Class pursuant to the Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Agreement on behalf of the Settlement Class that they deem necessary or appropriate. Each attorney or other person executing the Agreement on behalf of any Party hereto hereby warrants that such attorney or other person has the full authority to do so.

13.14 The Parties may execute this Agreement in counterparts, and execution in counterparts shall have the same force and effect as if all Parties had signed the same instrument.

13.15 Any signature made and transmitted by facsimile, email, PDF or other electronic methods for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement and shall be binding upon the Party whose counsel transmits the signature page by such electronic means.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto have caused this Agreement to be executed as of the date written below.

Dated: _____, 2024

Bradley Meehan

Bradley Meehan

Dated: 05/08/2024, 2024

Cesar Corvera Santamaria



Cesar Corvera Santamaria

Dated: May 13, 2024

Roadmaster Drivers School of Pennsylvania, Inc.

By: , as President

Its: President

Approved as to form:

FRANCIS MAILMAN SOUMILAS, P.C.

Dated: _____, 2024

By: _____
James A. Francis

Attorneys for Plaintiffs and Class Members

MARSHALL DENNEHEY, P.C.

Dated: _____, 2024

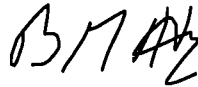
By: /s/ Josh J.T. Byrne
Josh J.T. Byrne

Attorneys for Defendant

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto have caused this Agreement to be executed as of the date written below.

Dated: 05/09/2024, 2024

Bradley Meehan



Bradley Meehan

Dated: _____, 2024

Cesar Corvera Santamaria

Cesar Corvera Santamaria

Dated: _____, 2024

Roadmaster Drivers School of Pennsylvania, Inc.

By: _____

Its: _____

Approved as to form:

FRANCIS MAILMAN SOUMILAS, P.C.

Dated: _____, 2024

By: _____

James A. Francis

Attorneys for Plaintiffs and Class Members

MARSHALL DENNEHEY, P.C.

Dated: _____, 2024

By: _____

Josh J.T. Byrne

Attorneys for Defendant