

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

IVAN BARON, Individually and on Behalf of All
Others Similarly Situated,

Plaintiff,

v.

HYRECAR INC., JOSEPH FURNARI and ROBERT
SCOTT BROGI,

Defendants.

Case No. 2:21-cv-06918-FWS-JC

Honorable Fred W. Slaughter

**NOTICE OF (I) PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT; (II) SETTLEMENT
FAIRNESS HEARING; AND (III) MOTION FOR AN AWARD OF ATTORNEYS' FEES AND
REIMBURSEMENT OF LITIGATION EXPENSES**

A Federal Court authorized this Notice. This is not a solicitation from a lawyer.

NOTICE OF PENDENCY OF CLASS ACTION: Please be advised that your rights may be affected by the above-captioned securities class action (the “Action”) pending in the United States District Court for the Central District of California (the “Court”), if, during the period between May 13, 2021 through August 10, 2021, both dates inclusive (the “Settlement Class Period”), you purchased or otherwise acquired publicly traded common stock of HyreCar Inc. (“HyreCar” or the “Company”) and were damaged thereby.¹

NOTICE OF SETTLEMENT: Please also be advised that the Court-appointed Lead Plaintiff, Turton Inc. (“Lead Plaintiff”), on behalf of itself and the Settlement Class (as defined in ¶ 27 below), has reached a proposed settlement of the Action for \$1,900,000.00 in cash that, if approved, will resolve all claims in the Action (the “Settlement”).

PLEASE READ THIS NOTICE CAREFULLY. This Notice explains important rights you may have, including the possible receipt of cash from the Settlement. If you are a member of the Settlement Class, your legal rights will be affected whether or not you act.

If you have any questions about this Notice, the proposed Settlement, or your eligibility to participate in the Settlement, please DO NOT contact HyreCar, any of the Defendants in the Action, or their counsel. All questions should be directed to Lead Counsel or the Claims Administrator (see ¶ 88 below).

1. **Description of the Action and the Settlement Class:** This Notice relates to a proposed Settlement of claims in a pending securities class action brought by investors alleging, among other things, that defendant HyreCar (prior to its bankruptcy), Joseph Furnari and Robert Scott Brogi (collectively, “Defendants”)² violated the federal securities laws by making false and misleading statements regarding HyreCar. A more detailed description of the Action is set forth in paragraphs 11-26 below. The proposed Settlement, if approved by the Court, will settle claims of the Settlement Class, as defined in paragraph 27 below.

2. **Statement of the Settlement Class’s Recovery:** Subject to Court approval, Lead Plaintiff, on behalf of himself and the Settlement Class, has agreed to settle the Action in exchange for a settlement payment of \$1,900,000.00 in cash (the “Settlement Amount”) to be deposited into an escrow account. The Net Settlement Fund (*i.e.*, the Settlement Amount plus any and all interest earned thereon (the “Settlement Fund”) less (a) any Taxes, (b) any Notice and Administration Costs, (c) any Litigation Expenses awarded by the Court, and (d) any attorneys’ fees awarded by the Court) will be distributed in accordance with a plan of allocation that is approved by the Court, which will determine how the Net Settlement Fund shall be allocated among members of the Settlement Class. The proposed plan of allocation (the “Plan of Allocation”) is set forth on pages 9-12 below.

¹ All capitalized terms used in this Notice that are not otherwise defined herein shall have the meanings ascribed to them in the Stipulation and Agreement of Settlement dated March 20, 2024 (the “Stipulation”), which is available at www.HyreCarSecuritiesSettlement.com.

² Defendants Furnari and Brogi are collectively referred to herein as the “Individual Defendants.” The term “Parties” means the Individual Defendants and the Lead Plaintiff.

3. **Estimate of Average Amount of Recovery Per Share:** Based on Lead Plaintiff’s damages expert’s estimates of the number of shares of HyreCar common stock purchased during the Settlement Class Period that may have been affected by the conduct at issue in the Action, and assuming that all Settlement Class Members elect to participate in the Settlement, Lead Plaintiff estimates an average recovery (before the deduction of any Court-approved fees, expenses and costs as described herein) per eligible security is \$0.20. Settlement Class Members should note, however, that the foregoing average recovery per share is only an estimate. Some Settlement Class Members may recover more or less than this estimated amount depending on, among other factors, the number of shares of HyreCar common stock they purchased, when and at what prices they purchased/acquired or sold their HyreCar common stock, and the total number of valid Claim Forms submitted. Distributions to Settlement Class Members will be made based on the Plan of Allocation set forth herein (*see* pages 9-12 below) or such other plan of allocation as may be ordered by the Court.

4. **Average Amount of Damages Per Share:** The Parties do not agree on the average amount of damages per share or the amount that would be recoverable if Lead Plaintiff was to prevail in the Action. Among other things, the Individual Defendants do not agree with the assertion that they violated the federal securities laws or that any damages were suffered by any members of the Settlement Class as a result of their conduct.

5. **Attorneys’ Fees and Expenses Sought:** Plaintiff’s Counsel, which have been prosecuting the Action on a wholly contingent basis since its inception in 2021, have not received any payment of attorneys’ fees for their representation of the Settlement Class and have advanced the funds to pay expenses necessarily incurred to prosecute this Action. Court-appointed Lead Counsel, Glancy Prongay & Murray LLP, will apply to the Court for an award of attorneys’ fees for all Plaintiff’s Counsel in an amount not to exceed 33⅓% of the Settlement Fund. In addition, Lead Counsel will apply for reimbursement of litigation costs and expenses paid or incurred in connection with the institution, prosecution and resolution of the claims against the Defendants, in an amount not to exceed \$163,500, and an application for reimbursement of the reasonable costs and expenses incurred by Lead Plaintiff directly related to its representation of the Settlement Class in an amount not to exceed \$10,000. Any fees and expenses awarded by the Court will be paid from the Settlement Fund. Settlement Class Members are not personally liable for any such fees or expenses. Estimates of the average cost per affected share of HyreCar common stock, if the Court approves Lead Counsel’s fee and expense application, is \$0.08 per eligible share.

6. **Identification of Attorneys’ Representatives:** Lead Plaintiff and the Settlement Class are represented by Ex Kano Sams II, Esq. of Glancy Prongay & Murray LLP, 1925 Century Park East, Suite 2100, Los Angeles, CA 90067, (310) 201-9150, settlements@glancylaw.com.

7. **Reasons for the Settlement:** Lead Plaintiff’s principal reason for entering into the Settlement is the substantial immediate cash benefit for the Settlement Class without the risk or the delays inherent in further litigation. Moreover, the substantial cash benefit provided under the Settlement must be considered against the significant risk that a smaller recovery – or indeed no recovery at all – might be achieved after contested motions, a trial of the Action and the likely appeals that would follow a trial. This process could be expected to last several years. Individual Defendants, who deny all allegations of wrongdoing or liability whatsoever, are entering into the Settlement solely to eliminate the uncertainty, burden and expense of further protracted litigation.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT:	
SUBMIT A CLAIM FORM ONLINE OR POSTMARKED NO LATER THAN DECEMBER 14, 2024.	This is the only way to be eligible to receive a payment from the Settlement Fund. If you are a Settlement Class Member and you remain in the Settlement Class, you will be bound by the Settlement as approved by the Court and you will give up any Released Plaintiff’s Claims (defined in ¶ 35 below) that you have against the Individual Defendants and the other Released Defendants’ Parties (defined in ¶ 36 below), so it is in your interest to submit a Claim Form.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS BY SUBMITTING A WRITTEN REQUEST FOR EXCLUSION SO THAT IT IS RECEIVED NO LATER THAN OCTOBER 24, 2024.	If you exclude yourself from the Settlement Class, you will not be eligible to receive any payment from the Settlement Fund. This is the only option that allows you ever to be part of any other lawsuit against the Individual Defendants or the other Released Defendants’ Parties concerning the Released Plaintiff’s Claims.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT:	
OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS RECEIVED NO LATER THAN OCTOBER 24, 2024.	If you do not like the proposed Settlement, the proposed Plan of Allocation, or the request for attorneys’ fees and reimbursement of Litigation Expenses, you may write to the Court and explain why you do not like them. You cannot object to the Settlement, the Plan of Allocation or the fee and expense request unless you are a Settlement Class Member and do not exclude yourself from the Settlement Class.
GO TO A HEARING ON NOVEMBER 14, 2024 AT 10:00 A.M., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS RECEIVED NO LATER THAN OCTOBER 24, 2024.	Filing a written objection and notice of intention to appear by October 24, 2024 allows you to speak in Court, at the discretion of the Court, about the fairness of the proposed Settlement, the Plan of Allocation, and/or the request for attorneys’ fees and reimbursement of Litigation Expenses. If you submit a written objection, you may (but you do not have to) attend the hearing and, at the discretion of the Court, speak to the Court about your objection.
DO NOTHING.	If you are a member of the Settlement Class and you do not submit a valid Claim Form, you will not be eligible to receive any payment from the Settlement Fund. You will, however, remain a member of the Settlement Class, which means that you give up your right to sue about the claims that are resolved by the Settlement and you will be bound by any judgments or orders entered by the Court in the Action.

WHAT THIS NOTICE CONTAINS

Why Did I Get The Postcard Notice? Page 3

What Is This Case About? Page 4

How Do I Know If I Am Affected By The Settlement? Who Is Included
 In The Settlement Class? Page 5

What Are Lead Plaintiff’s Reasons For The Settlement? Page 6

What Might Happen If There Were No Settlement? Page 6

How Are Settlement Class Members Affected By The Action And
 The Settlement? Page 6

How Do I Participate In The Settlement? What Do I Need To Do? Page 7

How Much Will My Payment Be? Page 8

What Payment Are The Attorneys For The Settlement Class Seeking?
 How Will The Lawyers Be Paid? Page 12

What If I Do Not Want To Be A Member Of The Settlement Class?
 How Do I Exclude Myself? Page 12

When And Where Will The Court Decide Whether To Approve The Settlement?
 Do I Have To Come To The Hearing? May I Speak At The Hearing If I
 Don’t Like The Settlement? Page 13

What If I Bought Shares On Someone Else’s Behalf? Page 14

Can I See The Court File? Whom Should I Contact If I Have Questions? Page 14

WHY DID I GET THE POSTCARD NOTICE?

8. The Court directed that the Postcard Notice be mailed to you because you or someone in your family or an investment account for which you serve as a custodian may have purchased or otherwise acquired publicly traded HyreCar common stock during the Settlement Class Period. The Court also directed that this Notice be posted online at www.HyreCarSecuritiesSettlement.com and mailed to you upon request to the Claims Administrator. The Court has directed us to disseminate these notices because, as a potential Settlement Class Member, you have a right to know about your options before the Court rules on the proposed Settlement. Additionally, you have the right to understand how this class action lawsuit may generally affect your legal rights. If the Court approves the Settlement, and the Plan of Allocation (or some other plan of allocation), the claims administrator selected by Lead Plaintiff and approved by the Court will make payments pursuant to the Settlement after any objections and appeals are resolved.

9. The purpose of this Notice is to inform you of the existence of this case, that it is a class action, how you might be affected, and how to exclude yourself from the Settlement Class if you wish to do so. It is also being sent to inform you of the terms of the proposed Settlement, and of a hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement, the proposed Plan of Allocation and the motion by Lead Counsel for an award of attorneys' fees and reimbursement of Litigation Expenses (the "Settlement Hearing"). See paragraphs 76-77 below for details about the Settlement Hearing, including the date and location of the hearing.

10. The issuance of this Notice is not an expression of any opinion by the Court concerning the merits of any claim in the Action, and the Court still has to decide whether to approve the Settlement. If the Court approves the Settlement and a plan of allocation, then payments to Authorized Claimants will be made after any appeals are resolved and after the completion of all claims processing. Please be patient, as this process can take some time to complete.

WHAT IS THIS CASE ABOUT?

11. This litigation stems from alleged violations of the federal securities laws. The alleged violations arise out of various statements the Defendants allegedly made which Lead Plaintiff alleged were false and/or misleading. These alleged false statements concerned whether Defendants understated HyreCar's insurance reserve expense and liability, which, in turn, overstated HyreCar's earnings. Lead Plaintiff also alleged that the Individual Defendants also made opportunistic sales of HyreCar stock while it was artificially inflated following such allegedly false or misleading statements.

12. The procedural history of this Action follows below.

13. On August 27, 2021, a class action complaint was filed in the United States District Court for the Central District of California, styled *Ivan Baron v. HyreCar Inc., et al.*, Case No. 2:21-cv-06918.

14. Shortly thereafter, on October 25, 2021, Turton Inc. moved to be appointed lead plaintiff, which the Court granted by an Order dated November 19, 2021. At the same time, the Court approved Lead Plaintiff's selection of Glancy Prongay & Murray LLP as Lead Counsel for the putative class.

15. Following its appointment as Lead Plaintiff and Lead Counsel, Lead Counsel conducted an in-depth investigation into HyreCar and the Defendants and, on December 3, 2021, Lead Plaintiff filed and served its 75-page (257-paragraph) Amended Complaint (the "Amended Complaint"). The Individual Defendants take no position on the depth or scope of Lead Plaintiff's investigation.

16. Among other things, the Amended Complaint alleged that Defendants made materially false and misleading statements by understating HyreCar's insurance reserve expense and liability, which, in turn, overstated HyreCar's earnings. Lead Plaintiff alleged that this expense suppression scheme was enabled by close coordination between Defendants and a conflicted third party. According to the Amended Complaint, the alleged misrepresentations proximately caused class member losses when the truth was revealed.

17. In response to the filing of the Amended Complaint, the Defendants asked the Court to dismiss Lead Plaintiff's case in a motion to dismiss, which was filed on December 27, 2021. Lead Plaintiff opposed the Defendants' motion to dismiss, and Defendants filed reply papers. On February 16, 2022, the Court granted Defendants' motion to dismiss in a written opinion. See ECF No. 74; *Baron v. HyreCar Inc.*, No. 21-cv-6918 PA (JCX), 2022 WL 2102993 (C.D. Cal. Feb. 16, 2022) ("*Baron I*").

18. Following the Court's dismissal, Lead Plaintiff continued its investigation and sought to address the perceived pleading deficiencies identified by *Baron I*. To that end, Lead Plaintiff filed its 53-page (200-paragraph) Second Amended Complaint, or "SAC", on March 21, 2022.

19. While Lead Plaintiff felt the SAC addressed the issues raised by the Court in *Baron I*, Defendants filed another motion to dismiss on April 4, 2022, which Lead Plaintiff opposed on April 18, 2022. Two days after Lead Plaintiff filed its opposition to Defendants' then pending motion to dismiss, the Action was reassigned from Judge Percy Anderson to Judge Fred W. Slaughter. Five days later, Defendants filed their reply brief and the motion to dismiss was fully briefed.

20. On December 5, 2022, the Court denied Defendants' motion to dismiss. See ECF No. 94; *Baron v. HyreCar Inc.*, No. 2:21-CV-06918-FWS-JC, 2022 WL 17413562 (C.D. Cal. Dec. 5, 2022).

21. Following the denial of Defendants' second motion to dismiss the case entered discovery until March 2, 2023, when HyreCar filed a Notice of Bankruptcy Filing with the Court, informing the Court and the Parties that the Company filed for Chapter 11 bankruptcy protection on February 24, 2023. That notice resulted in the Court issuing an order staying the proceedings, pending HyreCar's bankruptcy, as is typical when corporations file for bankruptcy.

22. Notwithstanding the bankruptcy stay as to HyreCar, Lead Plaintiff sought to engage with the Individual Defendants to preserve what limited resources may have been available to fund a possible settlement. To that end, on September 27, 2023,

Lead Plaintiff and the Individual Defendants held a virtual mediation session that was overseen by a well-respected mediator of complex actions, Jed Melnick, Esq. of JAMS. No settlement agreement was reached at the mediation.

23. Lead Plaintiff and the Individual Defendants continued to work towards a settlement with the assistance of Mr. Melnick. These negotiations culminated in a recommendation by Mr. Melnick that Lead Plaintiff and the Individual Defendants settle the Action for a \$1,900,000.00 cash payment to the Settlement Class, in return for a release of the Settlement Class's claims against the Defendants and various affiliates and former officers and directors. On November 2, 2023, Lead Plaintiff and the Individual Defendants accepted Mr. Melnick's recommendation.

24. Based on the investigation and mediation of the case and Lead Plaintiff's direct oversight of the prosecution of this matter and with the advice of its counsel, Lead Plaintiff has agreed to settle and release the claims raised in the Action pursuant to the terms and provisions of the Stipulation, after considering, among other things, (a) the substantial financial benefit that Lead Plaintiff and the other members of the Settlement Class will receive under the proposed Settlement; (b) HyreCar's bankruptcy and the limited assets and insurance available to fund a settlement or judgment; and (c) the significant risks and costs of continued litigation and trial.

25. The Individual Defendants are entering into the Stipulation solely to eliminate the uncertainty, burden and expense of further protracted litigation. Each Individual Defendant denies any wrongdoing, and the Stipulation shall in no event be construed or deemed to be evidence of or an admission or concession on the part of either of the Individual Defendants, or any other of the Released Defendants' Parties (defined in ¶ 36 below), with respect to any claim or allegation of any fault or liability or wrongdoing or damage whatsoever, or any infirmity in the defenses that the Defendants have, or could have, asserted. Similarly, the Stipulation shall in no event be construed or deemed to be evidence of or an admission or concession on the part of Lead Plaintiff of any infirmity in any of the claims asserted in the Action, or an admission or concession that any of the Individual Defendants' defenses to liability had any merit.

26. On July 19, 2024, the Court preliminarily approved the Settlement, authorized the Postcard Notice to be mailed to potential Settlement Class Members and this Notice to be posted online and mailed to potential Settlement Class Members upon request, and scheduled the Settlement Hearing to consider whether to grant final approval to the Settlement.

**HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT?
WHO IS INCLUDED IN THE SETTLEMENT CLASS?**

27. If you are a member of the Settlement Class, you are subject to the Settlement, unless you timely request to be excluded. The Settlement Class consists of:

all persons and entities that purchased or otherwise acquired the publicly traded common stock of HyreCar Inc. from May 13, 2021 through August 10, 2021, both dates inclusive (the "Settlement Class Period"), and were damaged thereby.

Excluded from the Settlement Class are: (a) persons who suffered no compensable losses; and (b)(i) Defendants; (ii) any person who served as a partner, control person, officer and/or director of HyreCar during the Settlement Class Period, and members of their Immediate Families; (iii) present and former parents, subsidiaries, assigns, successors, affiliates, and predecessors of HyreCar; (iv) any entity in which the Defendants have or had a controlling interest; (v) any trust of which an Individual Defendant is the settler or which is for the benefit of an Individual Defendant and/or member(s) of their Immediate Families; (vi) Defendants' liability insurance carriers; and (vii) the legal representatives, heirs, successors, predecessors, and assigns of any person or entity excluded under provisions (i) through (vi) hereof. Also excluded from the Settlement Class are any persons and entities who or which submit a request for exclusion from the Settlement Class in accordance with the requirements set forth in this Notice. *See* "What If I Do Not Want To Be A Member Of The Settlement Class? How Do I Exclude Myself," on page 12 below.

PLEASE NOTE: RECEIPT OF THE POSTCARD NOTICE DOES NOT MEAN THAT YOU ARE A SETTLEMENT CLASS MEMBER OR THAT YOU WILL BE ENTITLED TO RECEIVE PROCEEDS FROM THE SETTLEMENT.

If you are a Settlement Class Member and you wish to be eligible to participate in the distribution of proceeds from the Settlement, you are required to submit the Claim Form that is available online at www.HyreCarSecuritiesSettlement.com or which can be mailed to you upon request to the Claims Administrator, and the required supporting documentation as set forth therein, online or postmarked no later than December 14, 2024.

WHAT ARE LEAD PLAINTIFF'S REASONS FOR THE SETTLEMENT?

28. Lead Plaintiff and Lead Counsel believe that the claims asserted against the Individual Defendants have merit. But, in their judgment, the risks and expense of continued litigation substantially outweigh the likely benefit, if any, of continued litigation. Such risks include, for example, significant delay as a result of HyreCar's bankruptcy, risks to prevailing on the merits of Lead Plaintiff's claims, risk to proving loss causation, summary judgment, trial and appellate risks, and, even if such risks could be overcome, the risk of collecting from the Individual Defendants and the depleting insurance coverage. In light of these risks, the amount of the settlement and the immediacy of recovery to the Settlement Class, Lead Plaintiff and Lead Counsel believe that the proposed Settlement, namely \$1,900,000 in cash, less the various deductions described in this Long Notice, is fair, reasonable and adequate, and in the best interests of the Settlement Class. Indeed, had the litigation continued, Lead Plaintiff and Lead Counsel believe there is a substantial risk that the claims in the Action would produce a smaller recovery, or no recovery at all, after class certification, summary judgment, trial and appeals, many years in the future.

29. The Individual Defendants have denied the claims asserted against them in the Action and deny having engaged in any wrongdoing or violation of law of any kind whatsoever. The Individual Defendants have agreed to the Settlement solely to eliminate the burden and expense of continued litigation. Accordingly, the Settlement may not be construed as an admission of any wrongdoing by the Individual Defendants.

WHAT MIGHT HAPPEN IF THERE WERE NO SETTLEMENT?

30. If there were no Settlement and Lead Plaintiffs failed to establish any essential legal or factual element of their claims against Individual Defendants, neither Lead Plaintiff nor the other members of the Settlement Class would recover anything from Defendants. Also, if Individual Defendants were successful in proving any of their defenses, either at summary judgment, at trial or on appeal, the Settlement Class could recover substantially less than the amount provided in the Settlement, or nothing at all.

HOW ARE SETTLEMENT CLASS MEMBERS AFFECTED BY THE ACTION AND THE SETTLEMENT?

31. As a Settlement Class Member, you are represented by Lead Plaintiff and Lead Counsel, unless you enter an appearance through counsel of your own choice at your own expense. You are not required to retain your own counsel, but if you choose to do so, such counsel must file a notice of appearance on your behalf and must serve copies of his or her appearance on the attorneys listed in the section entitled, "When And Where Will The Court Decide Whether To Approve The Settlement?," on page 13 below.

32. If you are a Settlement Class Member and do not wish to remain a Settlement Class Member, you may exclude yourself from the Settlement Class by following the instructions in the section entitled, "What If I Do Not Want To Be A Member Of The Settlement Class? How Do I Exclude Myself?," on page 12 below.

33. If you are a Settlement Class Member and you wish to object to the Settlement, the Plan of Allocation, or Lead Counsel's application for attorneys' fees and reimbursement of Litigation Expenses, and if you do not exclude yourself from the Settlement Class, you may present your objections by following the instructions in the section entitled, "When And Where Will The Court Decide Whether To Approve The Settlement?," below.

34. If you are a Settlement Class Member and you do not exclude yourself from the Settlement Class, you will be bound by any orders issued by the Court. If the Settlement is approved, the Court will enter a judgment (the "Judgment"). The Judgment will dismiss with prejudice the claims against the Individual Defendants and will provide that, upon the Effective Date of the Settlement, Lead Plaintiff and the other members of the Settlement Class, on behalf of themselves, and on behalf of any other person or entity legally entitled to bring Released Plaintiff's Claims (as defined in ¶ 35 below) on behalf of the respective Settlement Class Member in such capacity only, shall be deemed to have, and by operation of law and of the judgment shall have, fully, finally and forever compromised, settled, released, resolved, relinquished, waived and discharged each and every Released Plaintiff's Claim against the Individual Defendants and the other Released Defendants' Parties (as defined in ¶ 36 below), and shall forever be barred and enjoined from prosecuting any or all of the Released Plaintiff's Claims against any of the Released Defendants' Parties.

35. "Released Plaintiff's Claims" means all claims and causes of action of every nature and description, whether known claims or Unknown Claims, whether arising under federal, state, common or foreign law, that Lead Plaintiff or any other member of the Settlement Class: (i) asserted in the Second Amended Complaint for Violations of the Federal Securities Laws; or (ii) could have asserted in any forum that arise out of or are based upon the allegations, transactions, facts, matters or

occurrences, representations or omissions involved, set forth, or referred to in the Complaint and that relate to the purchase and/or acquisition of publicly traded HyreCar common stock during the Settlement Class Period. Released Plaintiff's Claims do not include: (i) any claims relating to the enforcement of the Settlement; (ii) any derivative claims of the type asserted in the draft but unfiled action captioned *Allen J. Wiesenfeld, derivatively on behalf of HyreCar, Inc. v. Joseph Furnari, et al.*; (iii) any claims belonging to any bankruptcy trustee for HyreCar or HC Liquidating including claims for breach of fiduciary duty; and (iv) any claims of any person or entity who or which submits a request for exclusion that is accepted by the Court.

36. "Released Defendants' Parties" means: (i) the Individual Defendants; (ii) the Immediate Family members of the Individual Defendants; (iii) HyreCar; (iv) direct or indirect parent entities, subsidiaries, related entities, and affiliates of HyreCar; (v) the D&O Insurers; (vi) any trust of which any Individual Defendant is the settler or which is for the benefit of any Individual Defendant and/or his or her immediate family members; (vii) for any of the entities listed in parts (i) through (vi), their respective past and present general partners, limited partners, principals, shareholders, joint venturers, officers, directors, managers, managing directors, supervisors, employees, contractors, consultants, experts, auditors, accountants, financial advisors, insurers, trustees, trustors, agents, attorneys, predecessors, successors, assigns, heirs, executors, administrators, and any controlling person thereof; and (viii) any entity in which an Individual Defendant has a controlling interest; all in their capacities as such.

37. "Unknown Claims" means any Released Plaintiff's Claims which Lead Plaintiff, any other Settlement Class Member, or any other person or entity legally entitled to bring Released Plaintiff's Claims on behalf of any Settlement Class Member in such capacity only, does not know or suspect to exist in his, her or its favor at the time of the release of such claims, and any Released Defendants' Claims which any Individual Defendant, or any other person or entity legally entitled to bring Released Defendants' Claims on behalf of the Individual Defendants in such capacity only, does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, which, if known by him, her or it, might have affected his, her or its decision(s) with respect to this Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date of the Settlement, Lead Plaintiff and Individual Defendants shall expressly waive, and each of the other Settlement Class Members and each of the other releasing parties shall be deemed to have waived, and by operation of the Judgment or the Alternate Judgment, if applicable, shall have expressly waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

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.

Lead Plaintiff and the Individual Defendants acknowledge, and each of the other releasing parties shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement.

38. The Judgment will also provide that, upon the Effective Date of the Settlement, the Individual Defendants, and any person or entity that can assert claims on their behalf, in such capacity only, shall be deemed to have, and by operation of law and of the judgment shall have, fully, finally and forever compromised, settled, released, resolved, relinquished, waived and discharged each and every Released Defendants' Claim (as defined in ¶ 39 below) against Lead Plaintiff and the other Released Plaintiff's Parties (as defined in ¶ 40 below), and shall forever be barred and enjoined from prosecuting any or all of the Released Defendants' Claims against any of the Released Plaintiff's Parties

39. "Released Defendants' Claims" means all claims and causes of action of every nature and description, whether known claims or Unknown Claims, whether arising under federal, state, common or foreign law, that arise out of or are based upon the institution, prosecution, or settlement of the claims asserted in the Action. Released Defendants' Claims do not include any claims relating to the enforcement of the Settlement or any claims against any person or entity who or which submits a request for exclusion from the Settlement Class that is accepted by the Court.

40. "Released Plaintiff's Parties" means (i) Lead Plaintiff, all Settlement Class members, any other plaintiffs in the Action, Lead Plaintiff's Counsel, any other counsel for plaintiffs in the Action, and (ii) each of their respective family members, and their respective partners, general partners, limited partners, principals, shareholders, joint venturers, members, officers, directors, managing directors, supervisors, employees, contractors, consultants, experts, auditors, accountants, financial advisors, insurers, trustees, trustors, agents, attorneys, predecessors, successors, assigns, heirs, executors, administrators, and any controlling person thereof; all in their capacities as such.

HOW DO I PARTICIPATE IN THE SETTLEMENT? WHAT DO I NEED TO DO?
--

41. To be eligible for a payment from the proceeds of the Settlement, you must be a member of the Settlement Class and you must timely complete and return the Claim Form with adequate supporting documentation **postmarked no later than December 14, 2024 to the Claims Administrator at the address in paragraph 88 below, or file a claim online at**

www.HyreCarSecuritiesSettlement.com, no later than December 14, 2024. A Claim Form is available on the website maintained by the Claims Administrator for the Settlement, www.HyreCarSecuritiesSettlement.com, or you may request that a Claim Form be mailed to you by calling the Claims Administrator toll free at 866-274-4004. Please retain all records of your ownership of and transactions in HyreCar common stock, as they may be needed to document your Claim. If you request exclusion from the Settlement Class or do not submit a timely and valid Claim Form, you will not be eligible to share in the Net Settlement Fund.

HOW MUCH WILL MY PAYMENT BE?

42. At this time, it is not possible to make any determination as to how much any individual Settlement Class Member may receive from the Settlement.

43. Pursuant to the Settlement, the Individual Defendants have agreed to cause their D&O Insurers to pay one million nine hundred thousand dollars (\$1,900,000.00) in cash. The Settlement Amount will be deposited into an escrow account. The Settlement Amount plus any interest earned thereon is referred to as the “Settlement Fund.” If the Settlement is approved by the Court and the Effective Date occurs, the “Net Settlement Fund” (that is, the Settlement Fund less (a) all federal, state and/or local taxes on any income earned by the Settlement Fund and the reasonable costs incurred in connection with determining the amount of and paying taxes owed by the Settlement Fund (including reasonable expenses of tax attorneys and accountants); (b) the costs and expenses incurred in connection with providing notice to Settlement Class Members and administering the Settlement on behalf of Settlement Class Members; and (c) any attorneys’ fees and Litigation Expenses awarded by the Court) will be distributed to Settlement Class Members who submit valid Claim Forms, in accordance with the proposed Plan of Allocation or such other plan of allocation as the Court may approve.

44. The Net Settlement Fund will not be distributed unless and until the Court has approved the Settlement and a plan of allocation, and the time for any petition for rehearing, appeal or review, whether by certiorari or otherwise, has expired.

45. Neither the Individual Defendants nor any other person or entity that paid any portion of the Settlement Amount on their behalf are entitled to get back any portion of the Settlement Fund once the Court’s order or judgment approving the Settlement becomes Final. The Individual Defendants shall not have any liability, obligation or responsibility for the administration of the Settlement, the disbursement of the Net Settlement Fund or the plan of allocation.

46. Approval of the Settlement is independent from approval of a plan of allocation. Any determination with respect to a plan of allocation will not affect the Settlement, if approved.

47. Unless the Court otherwise orders, any Settlement Class Member who fails to submit a Claim Form online or postmarked on or before December 14, 2024 shall be fully and forever barred from receiving payments pursuant to the Settlement but will in all other respects remain a Settlement Class Member and be subject to the provisions of the Stipulation, including the terms of any Judgment entered and the releases given. This means that each Settlement Class Member releases the Released Plaintiff’s Claims (as defined in ¶ 35 above) against the Released Defendants’ Parties (as defined in ¶ 36 above) and will be enjoined and prohibited from filing, prosecuting, or pursuing any of the Released Plaintiff’s Claims against any of the Released Plaintiff’s Parties whether or not such Settlement Class Member submits a Claim Form.

48. Participants in and beneficiaries of a plan covered by ERISA (“ERISA Plan”) should NOT include any information relating to their transactions in HyreCar common stock held through the ERISA Plan in any Claim Form that they may submit in this Action. They should include ONLY those shares that they purchased or acquired outside of the ERISA Plan. Claims based on any ERISA Plan’s purchases or acquisitions of HyreCar common stock during the Settlement Class Period may be made by the plan’s trustees. To the extent any of the Individual Defendants or any of the other persons or entities excluded from the Settlement Class are participants in the ERISA Plan, such persons or entities shall not receive, either directly or indirectly, any portion of the recovery that may be obtained from the Settlement by the ERISA Plan.

49. The Court has reserved jurisdiction to allow, disallow, or adjust on equitable grounds the Claim of any Settlement Class Member.

50. Each Claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her or its Claim Form.

51. Only Settlement Class Members, *i.e.*, persons and entities who purchased or otherwise acquired HyreCar common stock during the Settlement Class Period and were damaged as a result of such purchases or acquisitions will be eligible to share in the distribution of the Net Settlement Fund. Persons and entities that are excluded from the Settlement Class by definition or that exclude themselves from the Settlement Class pursuant to request will not be eligible to receive a distribution from the Net Settlement Fund and should not submit Claim Forms.

PROPOSED PLAN OF ALLOCATION

52. The objective of the Plan of Allocation is to equitably distribute the Settlement proceeds to those Settlement Class Members who suffered economic losses as a proximate result of the alleged wrongdoing. The calculations made pursuant to the Plan of Allocation are not intended to be estimates of, nor indicative of, the amounts that Settlement Class Members might have been able to recover after a trial. Nor are the calculations pursuant to the Plan of Allocation intended to be estimates of the amounts that will be paid to Authorized Claimants pursuant to the Settlement. The computations under the Plan of Allocation are only a method to weigh the claims of Authorized Claimants against one another for the purposes of making *pro rata* allocations of the Net Settlement Fund.

53. The Plan of Allocation generally measures the amount of loss that a Settlement Class Member can claim for purposes of making *pro rata* allocations of the cash in the Net Settlement Fund to Authorized Claimants. The Plan of Allocation is not a formal damage analysis. Recognized Loss Amounts, as defined below, are based primarily on the price declines observed over the period which plaintiffs allege corrective information was entering the marketplace. In the Action, Lead Plaintiff alleges that the Defendants made false statements and omitted material facts during the Settlement Class Period (*i.e.*, May 13, 2021 through August 10, 2021, inclusive) which had the effect of artificially inflating the price of HyreCar common stock.³ The estimated alleged artificial inflation in the price of HyreCar common stock during the Settlement Class Period is reflected in Table 1 below. The computation of the estimated alleged artificial inflation in the price of HyreCar common stock during the Settlement Class Period is based on certain misrepresentations alleged by Lead Plaintiff and the price change in the stock, net of market- and industry-wide factors, in reaction to the public announcements that allegedly corrected the misrepresentations alleged by Lead Plaintiff. The Individual Defendants take no position on, and played no role in developing, the Plan of Allocation or Recognized Loss Amount.

54. In order to have recoverable damages, disclosures correcting the alleged misrepresentations must be the cause of the decline in the price of HyreCar common stock. In the Action, Lead Plaintiff alleges that a corrective disclosure removed the artificial inflation from the price of HyreCar common stock on August 11, 2021 (the “Corrective Disclosure Date”). Accordingly, in order to have a Recognized Loss Amount, HyreCar common stock must have been purchased or acquired during the Settlement Class Period and held through the Corrective Disclosure Date.

55. To the extent a Claimant does not satisfy the conditions set forth in the preceding paragraph, his, her or its Recognized Loss Amount for those transactions will be zero.

From	To	Per-Share Price Inflation
May 13, 2021	May 13, 2021 ⁴	\$0.00
May 14, 2021	August 10, 2021	\$9.42
August 11, 2021	Thereafter	\$0.00

* For each day during the Settlement Class Period, the artificial inflation in HyreCar common stock shall be limited to that day’s closing price for the stock.

56. The “90-day look back” provision of the Private Securities Litigation Reform Act of 1995 (“PSLRA”) is incorporated into the calculation of the Recognized Loss Amount for HyreCar common stock. The limitations on the calculation of the Recognized Loss Amount imposed by the PSLRA are applied such that losses on HyreCar common stock purchased during the Settlement Class Period and held as of the close of the 90-day period subsequent to the Settlement Class Period (the “90-Day Lookback Period”) cannot exceed the difference between the purchase price paid for such stock and its average price during the 90-Day Lookback Period. The Recognized Loss Amount on HyreCar common stock purchased during the Settlement Class Period and sold during the 90-Day Lookback Period cannot exceed the difference between the purchase price paid for such stock and its rolling average price during the portion of the 90-Day Lookback Period elapsed as of the date of sale.

57. In the calculations below, all purchase and sale prices shall exclude any fees, taxes and commissions. If a Recognized Loss Amount is calculated to be a negative number, that Recognized Loss Amount shall be set to zero. Any transactions in HyreCar common stock executed outside of regular trading hours for the U.S. financial markets shall be deemed to have occurred during the next regular trading session.

³ During the Settlement Class Period, HyreCar common stock was listed on the Nasdaq stock market under the ticker symbol “HYRE.” After the Settlement Class Period, in February 2023, the Company’s common stock was delisted from the Nasdaq and began trading over-the-counter (“OTC”) under the ticker symbol “HYREQ.”

⁴ The earliest alleged false and/or misleading misstatement in this matter occurred after market close on May 13, 2021.

CALCULATION OF RECOGNIZED LOSS AMOUNTS

58. Based on the formula set forth below, a “Recognized Loss Amount” shall be calculated for each purchase or acquisition of HyreCar common stock during the Settlement Class Period (*i.e.*, May 13, 2021 through August 10, 2021, inclusive) that is listed in the Claim Form and for which adequate documentation is provided.

- I. For each share of HyreCar common stock that was purchased on May 13, 2021, the Recognized Loss Amount is \$0.00.
- II. For each share of HyreCar common stock that was purchased during the period from May 14, 2021 through August 10, 2021, inclusive:
 - a. that was sold prior to August 11, 2021, the Recognized Loss Amount is \$0.00.
 - b. that was subsequently sold during the period August 11, 2021 through November 8, 2021, inclusive (*i.e.*, sold during the 90-Day Lookback Period), the Recognized Loss Amount is *the lesser of*:
 - i. \$9.42; or
 - ii. the purchase price *minus* the sale price; or
 - iii. the purchase price *minus* the “90-Day Lookback Value” on the date of sale as appears in Table 2 below.
 - c. that was still held as of the close of trading on November 8, 2021, the Recognized Loss Amount is *the lesser of*:
 - i. \$9.42; or
 - ii. the purchase price *minus* the average closing price for HyreCar common stock during the 90-Day Lookback Period, which is \$9.01.

Table 2					
Sale/ Disposition Date	90-Day Lookback Value	Sale/ Disposition Date	90-Day Lookback Value	Sale/ Disposition Date	90-Day Lookback Value
8/11/2021	\$9.85	9/10/2021	\$10.79	10/11/2021	\$9.82
8/12/2021	\$9.84	9/13/2021	\$10.85	10/12/2021	\$9.78
8/13/2021	\$9.82	9/14/2021	\$10.83	10/13/2021	\$9.74
8/16/2021	\$9.76	9/15/2021	\$10.79	10/14/2021	\$9.69
8/17/2021	\$9.65	9/16/2021	\$10.75	10/15/2021	\$9.65
8/18/2021	\$9.67	9/17/2021	\$10.70	10/18/2021	\$9.60
8/19/2021	\$9.66	9/20/2021	\$10.62	10/19/2021	\$9.56
8/20/2021	\$9.55	9/21/2021	\$10.55	10/20/2021	\$9.51
8/23/2021	\$9.61	9/22/2021	\$10.48	10/21/2021	\$9.47
8/24/2021	\$9.79	9/23/2021	\$10.43	10/22/2021	\$9.42
8/25/2021	\$9.90	9/24/2021	\$10.37	10/25/2021	\$9.37
8/26/2021	\$10.05	9/27/2021	\$10.32	10/26/2021	\$9.33
8/27/2021	\$10.18	9/28/2021	\$10.26	10/27/2021	\$9.28
8/30/2021	\$10.26	9/29/2021	\$10.19	10/28/2021	\$9.24
8/31/2021	\$10.32	9/30/2021	\$10.14	10/29/2021	\$9.20
9/1/2021	\$10.38	10/1/2021	\$10.10	11/1/2021	\$9.16
9/2/2021	\$10.44	10/4/2021	\$10.05	11/2/2021	\$9.13
9/3/2021	\$10.51	10/5/2021	\$10.00	11/3/2021	\$9.10
9/7/2021	\$10.61	10/6/2021	\$9.95	11/4/2021	\$9.06
9/8/2021	\$10.65	10/7/2021	\$9.91	11/5/2021	\$9.03
9/9/2021	\$10.73	10/8/2021	\$9.86	11/8/2021	\$9.01

ADDITIONAL PROVISIONS

59. The Net Settlement Fund will be allocated among all Authorized Claimants whose Distribution Amount (defined in paragraph 62 below) is \$10.00 or greater.

60. **FIFO Matching:** If a Settlement Class Member has more than one purchase/acquisition or sale of HyreCar common stock, all purchases/acquisitions and sales shall be matched on a First In, First Out (“FIFO”) basis. Settlement Class Period sales will be matched first against any holdings at the beginning of the Settlement Class Period, and then against purchases/acquisitions in chronological order, beginning with the earliest purchase/acquisition made during the Settlement Class Period.

61. **Calculation of Claimant’s “Recognized Claim”:** A Claimant’s “Recognized Claim” under the Plan of Allocation shall be the sum of his, her or its Recognized Loss Amounts for all shares of HyreCar common stock.

62. **Determination of Distribution Amount:** The Net Settlement Fund will be distributed to Authorized Claimants on a *pro rata* basis based on the relative size of their Recognized Claims. Specifically, a “Distribution Amount” will be calculated for each Authorized Claimant, which shall be the Authorized Claimant’s Recognized Claim divided by the total Recognized Claims of all Authorized Claimants, multiplied by the total amount in the Net Settlement Fund. If any Authorized Claimant’s Distribution Amount calculates to less than \$10.00, it will not be included in the calculation and no distribution will be made to such Authorized Claimant.

63. **“Purchase/Sale” Dates:** Purchases or acquisitions and sales of HyreCar common stock shall be deemed to have occurred on the “contract” or “trade” date as opposed to the “settlement” or “payment” date. The receipt or grant by gift, inheritance or operation of law of HyreCar common stock during the Settlement Class Period shall not be deemed a purchase, acquisition or sale of HyreCar common stock for the calculation of an Authorized Claimant’s Recognized Loss Amount, nor shall the receipt or grant be deemed an assignment of any claim relating to the purchase/acquisition of any HyreCar common stock unless (i) the donor or decedent purchased or otherwise acquired such HyreCar common stock during the Settlement Class Period; (ii) no Claim Form was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to such HyreCar common stock; and (iii) it is specifically so provided in the instrument of gift or assignment.

64. **Short Sales:** The date of covering a “short sale” is deemed to be the date of purchase or acquisition of HyreCar common stock. The date of a “short sale” is deemed to be the date of sale of HyreCar common stock. Under the Plan of Allocation, however, the Recognized Loss Amount on “short sales” is zero. In the event that a Claimant has an opening short position in HyreCar common stock, the earliest Settlement Class Period purchases or acquisitions shall be matched against such opening short position, and not be entitled to a recovery, until that short position is fully covered.

65. **Option Contracts:** Option contracts are not securities eligible to participate in the Settlement. With respect to HyreCar common stock purchased through the exercise of an option, the purchase date of the stock shall be the exercise date of the option, and the purchase price of the stock shall be the closing price of HyreCar common stock on the date of exercise. Any Recognized Loss Amount arising from purchases of HyreCar common stock acquired during the Settlement Class Period through the exercise of an option on HyreCar common stock shall be computed as provided for other purchases of HyreCar common stock in the Plan of Allocation.

66. **Market Gains and Losses:** To the extent a Claimant had a market gain with respect to his, her, or its overall transactions in HyreCar common stock during the Settlement Class Period, the value of the Claimant’s Recognized Claim shall be zero. To the extent that a Claimant suffered an overall market loss with respect to his, her, or its overall transactions in HyreCar common stock during the Settlement Class Period, but that market loss was less than the total Recognized Claim calculated above, then the Claimant’s Recognized Claim shall be limited to the amount of the actual market loss.

67. For purposes of determining whether a Claimant had a market gain with respect to his, her, or its overall transactions in HyreCar common stock during the Settlement Class Period or suffered a market loss, the Claims Administrator shall determine the difference between (i) the Total Purchase Amount⁵ and (ii) the sum of the Total Sales Proceeds⁶ and the Holding Value.⁷ If the Claimant’s Total Purchase Amount *minus* the sum of the Total Sales Proceeds and the Holding Value is a positive number, that number will be the Claimant’s market loss on such securities; if the number is a negative number or zero, that number will be the Claimant’s market gain on such securities.

68. After the initial distribution of the Net Settlement Fund, the Claims Administrator shall make reasonable and diligent efforts to have Authorized Claimants cash their distribution checks. To the extent any monies remain in the fund nine (9) months after the initial distribution, if Lead Counsel, in consultation with the Claims Administrator, determines that it is cost-effective to do so, the Claims Administrator shall conduct a re-distribution of the funds remaining after payment of any unpaid fees and expenses incurred in administering the Settlement, including for such re-distribution, to Authorized Claimants who have cashed their initial distributions and who would receive at least \$10.00 from such re-distribution. Additional re-

⁵ The “Total Purchase Amount” is the total amount the Claimant paid (excluding commissions and other charges) for all HyreCar common stock purchased or acquired during the Settlement Class Period.

⁶ The Claims Administrator shall match any sales of HyreCar common stock during the Settlement Class Period, first against the Claimant’s opening position in HyreCar common stock (the proceeds of those sales will not be considered for purposes of calculating market gains or losses). The total amount received (excluding commissions and other charges) for the remaining sales of HyreCar common stock sold during the Settlement Class Period shall be the “Total Sales Proceeds.”

⁷ The Claims Administrator shall ascribe a “Holding Value” to shares of HyreCar common stock purchased or acquired during the Settlement Class Period and still held as of the close of trading on August 10, 2021, which shall be \$9.85 (*i.e.*, the closing price of the stock on the Corrective Disclosure Date). The total calculated holding values for all HyreCar stock shall be the Claimant’s “Total Holding Value.”

distributions to Authorized Claimants who have cashed their prior checks and who would receive at least \$10.00 on such additional re-distributions may occur thereafter if Lead Counsel, in consultation with the Claims Administrator, determines that additional re-distributions, after the deduction of any additional fees and expenses incurred in administering the Settlement, including for such re-distributions, would be cost-effective. At such time as it is determined that the re-distribution of funds remaining in the Net Settlement Fund is not cost-effective, the remaining balance shall be contributed to non-sectarian, not-for-profit organization(s), to be recommended by Lead Counsel and approved by the Court.

69. Payment pursuant to the Plan of Allocation, or such other plan of allocation as may be approved by the Court, shall be conclusive against all Authorized Claimants. No person shall have any claim against Lead Plaintiff, Lead Counsel, Plaintiff's Counsel, Plaintiff's consulting damages expert, the Individual Defendants, Individual Defendants' Counsel, or any of the other Released Parties, or the Claims Administrator or other agent designated by Lead Counsel arising from distributions made substantially in accordance with the Stipulation, the plan of allocation approved by the Court, or further Orders of the Court. Lead Plaintiff, the Individual Defendants and their respective counsel, and all other Released Defendants' Parties, shall have no responsibility or liability whatsoever for the investment or distribution of the Settlement Fund, the Net Settlement Fund, the plan of allocation, or the determination, administration, calculation, or payment of any Claim Form or nonperformance of the Claims Administrator, the payment or withholding of taxes owed by the Settlement Fund, or any losses incurred in connection therewith.

70. The Plan of Allocation set forth herein is the plan that is being proposed to the Court for its approval by Lead Plaintiff after consultation with its consulting damages expert. The Court may approve this plan as proposed or it may modify the Plan of Allocation without further notice to the Settlement Class. Any Orders regarding any modification of the Plan of Allocation will be posted on the settlement website, www.HyreCarSecuritiesSettlement.com.

**WHAT PAYMENT ARE THE ATTORNEYS FOR THE SETTLEMENT CLASS SEEKING?
HOW WILL THE LAWYERS BE PAID?**

71. Plaintiff's Counsel have not received any payment for their services in pursuing claims against the Defendants on behalf of the Settlement Class, nor have Plaintiff's Counsel been reimbursed for their out-of-pocket expenses. Before final approval of the Settlement, Lead Counsel will apply to the Court for an award of attorneys' fees for all Plaintiff's Counsel in an amount not to exceed 33⅓% of the Settlement Fund. At the same time, Lead Counsel also intends to apply for reimbursement of litigation costs and expenses in an amount not to exceed \$163,500, and an application for reimbursement of the reasonable costs and expenses incurred by Lead Plaintiff directly related to its representation of the Settlement Class in an amount not to exceed \$10,000. The Court will determine the amount of any award of attorneys' fees or reimbursement of Litigation Expenses. Such sums as may be approved by the Court will be paid from the Settlement Fund. Settlement Class Members are not personally liable for any such fees or expenses.

**WHAT IF I DO NOT WANT TO BE A MEMBER OF THE SETTLEMENT CLASS?
HOW DO I EXCLUDE MYSELF?**

72. Each Settlement Class Member will be bound by all determinations and judgments in this lawsuit, whether favorable or unfavorable, unless such person or entity mails or delivers a written Request for Exclusion from the Settlement Class, addressed to *Baron v. HyreCar Inc.*, EXCLUSIONS, c/o Strategic Claims Services, P.O. Box 230, 600 N. Jackson Street, Suite 205, Media, PA 19063. The exclusion request must be **received** no later than October 24, 2024. You will not be able to exclude yourself from the Settlement Class after that date. Each Request for Exclusion must: (a) state the name, address and telephone number of the person or entity requesting exclusion, and in the case of entities the name and telephone number of the appropriate contact person; (b) state that such person or entity "requests exclusion from the Settlement Class in *Baron v. HyreCar Inc.*, Case No.: 2:21-cv-06918-FWS-JC"; (c) state the number of shares of publicly traded HyreCar common stock that the person or entity requesting exclusion purchased/acquired and/or sold during the Settlement Class Period, as well as the dates and prices of each such purchase/acquisition and sale; and (d) be signed by the person or entity requesting exclusion or an authorized representative. A Request for Exclusion shall not be valid and effective unless it provides all the information called for in this paragraph and is received within the time stated above, or is otherwise accepted by the Court.

73. If you do not want to be part of the Settlement Class, you must follow these instructions for exclusion even if you have pending, or later file, another lawsuit, arbitration, or other proceeding relating to any Released Plaintiff's Claim against any of the Released Plaintiff's Parties.

74. If you ask to be excluded from the Settlement Class, you will not be eligible to receive any payment out of the Net Settlement Fund.

75. The Individual Defendants have the right to terminate the Settlement if valid requests for exclusion are received from

persons and entities entitled to be members of the Settlement Class in an amount that exceeds an amount agreed to by Lead Plaintiff and Defendants.

WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT? DO I HAVE TO COME TO THE HEARING? MAY I SPEAK AT THE HEARING IF I DON'T LIKE THE SETTLEMENT?

76. **Settlement Class Members do not need to attend the Settlement Hearing. The Court will consider any submission made in accordance with the provisions below even if a Settlement Class Member does not attend the hearing. You can participate in the Settlement without attending the Settlement Hearing.**

77. The Settlement Hearing will be held on November 14, 2024 at 10:00 a.m., before the Honorable Fred W. Slaughter at the United States District Court for the Central District of California, Ronald Reagan Federal Building and United States Courthouse, Courtroom 10D, 411 West 4th Street, Santa Ana, CA 92701. The Court reserves the right to approve the Settlement, the Plan of Allocation, Lead Counsel's motion for an award of attorneys' fees and reimbursement of Litigation Expenses and/or any other matter related to the Settlement at or after the Settlement Hearing without further notice to the members of the Settlement Class.

78. Any Settlement Class Member who or which does not request exclusion may object to the Settlement, the proposed Plan of Allocation or Lead Counsel's motion for an award of attorneys' fees and reimbursement of Litigation Expenses. Objections must be in writing. You must file any written objection, together with copies of all other papers and briefs supporting the objection, with the Clerk's Office at the United States District Court for the Central District of California at the address set forth below on or before October 24, 2024. You must also serve the papers on Lead Counsel and on Individual Defendants' Counsel at the addresses set forth below so that the papers are **received on or before October 24, 2024**.

Clerk's Office

United States District Court
Central District of California
Clerk of the Court
United States Courthouse
411 West 4th Street
Santa Ana, CA 92701

Lead Counsel

Glancy Prongay & Murray LLP
Ex Kano S. Sams II, Esq.
1925 Century Park East, Suite 2100
Los Angeles, CA 90067

Individual Defendants' Counsel

O'Melveny and Myers LLP
Matthew W. Close, Esq.
400 South Hope Street, 18th
Floor
Los Angeles, CA 90071

Davis Wright Tremaine LLP
James H. Moon, Esq.
865 South Figueroa Street, Suite
2400
Los Angeles, CA 90017

79. Any objection: (a) must state the name, address and telephone number of the person or entity objecting and must be signed by the objector; (b) must contain a statement of the Settlement Class Member's objection or objections, and the specific reasons for each objection, including any legal and evidentiary support the Settlement Class Member wishes to bring to the Court's attention; and (c) must include documents sufficient to prove membership in the Settlement Class, including the number of shares of publicly traded HyreCar common stock that the objecting Settlement Class Member purchased/acquired and/or sold during the Settlement Class Period, as well as the dates and prices of each such purchase/acquisition and sale. You may not object to the Settlement, the Plan of Allocation or Lead Counsel's motion for attorneys' fees and reimbursement of Litigation Expenses if you exclude yourself from the Settlement Class or if you are not a member of the Settlement Class.

80. You may file a written objection without having to appear at the Settlement Hearing. You may not, however, appear at the Settlement Hearing to present your objection unless you first file and serve a written objection in accordance with the procedures described above, unless the Court orders otherwise.

81. If you wish to be heard orally at the hearing in opposition to the approval of the Settlement, the Plan of Allocation or Lead Counsel's motion for an award of attorneys' fees and reimbursement of Litigation Expenses, and if you timely file and serve a written objection as described above, you must also file a notice of appearance with the Clerk's Office and serve it on Lead Counsel and Individual Defendants' Counsel at the addresses set forth above so that it is **received on or before October 24, 2024**. Persons who intend to object and desire to present evidence at the Settlement Hearing must include in their written objection or notice of appearance the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the hearing. Such persons may be heard orally at the discretion of the Court.

82. You are not required to hire an attorney to represent you in making written objections or in appearing at the Settlement Hearing. However, if you decide to hire an attorney, it will be at your own expense, and that attorney must file a notice of appearance with the Court and serve it on Lead Counsel and Individual Defendants' Counsel at the addresses set forth in ¶ 78 above so that the notice is *received on or October 24, 2024*.

83. The Settlement Hearing may be adjourned by the Court without further written notice to the Settlement Class. If you intend to attend the Settlement Hearing, you should confirm the date and time with Lead Counsel.

84. Unless the Court orders otherwise, any Settlement Class Member who does not object in the manner described above will be deemed to have waived any objection and shall be forever foreclosed from making any objection to the proposed Settlement, the proposed Plan of Allocation or Lead Counsel's motion for an award of attorneys' fees and reimbursement of Litigation Expenses. Settlement Class Members do not need to appear at the Settlement Hearing or take any other action to indicate their approval.

WHAT IF I BOUGHT SHARES ON SOMEONE ELSE'S BEHALF?

85. If you purchased or otherwise acquired publicly traded HyreCar common stock during the Settlement Class Period for the beneficial interest of persons or organizations other than yourself, within seven (7) calendar days of receipt of the Claims Administrator's notice of the Settlement, you must either: (a) request from the Claims Administrator sufficient copies of the Postcard Notice to forward to all such beneficial owners and within seven (7) calendar days of receipt of those Postcard Notices forward them to all such beneficial owners; (b) request from the Claims Administrator a link to the Notice and Claim Form and, within seven (7) calendar days of receipt of the link, email the link to all such beneficial owners for whom valid email addresses are available; or (c) provide a list of the names and addresses of all such beneficial owners to *Ivan Baron v. HyreCar Inc., et al., c/o Strategic Claims Services, P.O. Box 230, 600 N. Jackson Street, Suite 205, Media, PA 19063, info@strategicclaims.net*. If you choose option (c), the Claims Administrator will send a copy of the Postcard Notice to the beneficial owners. Nominees that choose to follow procedures (a) or (b) shall also send a statement to the Claims Administrator confirming that the mailing or emailing was made as directed.

86. Upon full compliance with these directions, nominees may seek reimbursement of their reasonable expenses actually incurred up to a maximum of \$0.03 per name and address provided to the Claims Administrator; up to \$0.03 per Postcard Notice actually mailed, plus postage at the rate used by Claims Administrator; or up to \$0.03 per link to the Notice and Claim Form transmitted by email, by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought. **YOU ARE NOT AUTHORIZED TO PRINT THE POSTCARD NOTICE YOURSELF. POSTCARD NOTICES MAY ONLY BE PRINTED BY THE COURT-APPOINTED CLAIMS ADMINISTRATOR.**

CAN I SEE THE COURT FILE? WHOM SHOULD I CONTACT IF I HAVE QUESTIONS?

87. This Notice contains only a summary of the terms of the proposed Settlement. For more detailed information about the matters involved in this Action, you are referred to the papers on file in the Action, including the Stipulation, which may be inspected during regular office hours at the Office of the Clerk, United States District Court for the Central District of California, Ronald Reagan Federal Building and United States Courthouse, 411 West 4th Street, Santa Ana, CA 92701-4516. Additionally, copies of the Stipulation and any related orders entered by the Court will be posted on the website maintained by the Claims Administrator, www.HyreCarSecuritiesSettlement.com.

88. All inquiries concerning this Notice and the Claim Form should be directed to the Claims Administrator or Lead Counsel at:

<i>Ivan Baron v. HyreCar Inc., et al.</i>	and/or	Ex Kano S. Sams II, Esq.
c/o Strategic Claims Services		GLANCY PRONGAY & MURRAY
P.O. Box 230		LLP
600 N. Jackson Street, Suite 205		1925 Century Park East Suite 2100
Media, PA 19063		Los Angeles, CA 90067
866-274-4004		(310) 201-9150
info@strategicclaims.net		esams@glancylaw.com
www.HyreCarSecuritiesSettlement.com		

DO NOT CALL OR WRITE THE COURT, THE OFFICE OF THE CLERK OF THE COURT, HYRECAR, THE INDIVIDUAL DEFENDANTS OR THEIR COUNSEL REGARDING THIS NOTICE.

Dated: July 19, 2024

By Order of the Court
United States District Court
Central District of California