

AMENDMENT TO SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

S.A. and A.M., for and on behalf of themselves and others similarly situated, on the one hand; and the Minnesota Department of Public Safety (“DPS”), for and on behalf of itself, its Driver and Vehicle Services division (“DVS”), DPS Commissioner Bob Jacobson, and DVS Director Pong Xiong (collectively, “Defendants”), on the other hand; amend their Settlement Agreement and Release of Claims fully executed on February 14, 2025 (“Agreement”), as follows. Except as expressly provided herein, all other terms, conditions, and provisions of the Agreement remain in full force and effect.

4. SETTLEMENT APPROVAL PROCESS.

5. **Effect of Non-Approval.** If the court does not enter a Final Approval Order, or if the Final Approval Order is overturned on appeal, the Settling Parties will exert their best efforts to preserve the material terms of this settlement, address any concerns identified by the court, and submit any additional pleadings or other documents as directed by the court. If the Settling Parties cannot agree on revised settlement terms, or if the court fails to approve a renegotiated settlement, then this Agreement and all matters covered by it shall be null and void, **and Class Counsel shall return to DPS all settlement funds paid by DPS within 30 days of non-approval or as otherwise agreed to by the Settling Parties.** Should this occur, nothing in this Agreement shall be used or construed by or against any Settling Party as a determination, admission, or concession of any issue of law or fact in the Action, and the Settling Parties will retain their respective rights with respect to the prosecution and defense of the Action as if this Agreement never existed.

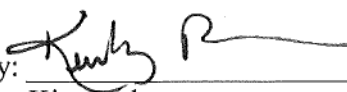
6. **SETTLEMENT PAYMENT AND ALLOCATION.** In consideration for the dismissal with prejudice of the Action, the release of claims effectuated by this Agreement, and other good and valuable consideration, DPS will issue payment in the amount of \$900,000 (the “Gross Settlement Amount”) to Class Counsel **on or before June 30, 2025.** The Gross Settlement Amount will be electronically tendered to Class Counsel via the State of Minnesota’s Statewide Integrated Financial Tools (“SWIFT”) system, and Class Counsel must register for the SWIFT system and provide DPS an IRS Form W9 before payment can be made. The Gross Settlement Amount is inclusive of each of the payments described below, and will be allocated as follows:

C. If the court has not entered a Final Approval Order before DPS pays the Gross Settlement Amount, Class Counsel shall hold the Gross Settlement Amount in a designated trust or escrow account until a Final Approval Order is entered. If the court does not enter a Final Approval Order, Class Counsel shall return to DPS all settlement funds paid by DPS within 30 days of non-approval or as otherwise agreed to by the Settling Parties.

IN WITNESS WHEREOF, the undersigned have executed this Amendment on the dates set forth below.

**MINNESOTA DEPARTMENT OF
PUBLIC SAFETY**

Date: 5-14-2025

By: 
Kim Parker
Its: General Counsel