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(ADDITIONAL COUNSEL ON NEXT PAGE)

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

HECTOR ALVARADO, MIKEY AMAYA, and
JUSTIN TITUS on behalf of themselves and
others similarly situated.

PLAINTIFF,

vs.

OAK HARBOR FREIGHT LINES, INC.; and
DOES 1 TO 100, INCLUSIVE.

DEFENDANTS.

Case No.: 3:17-cv-06425-SK

**JOINT STIPULATION OF CLASS AND
PAGA REPRESENTATIVE ACTION
SETTLEMENT AND RELEASE OF
CLAIMS**

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23 Freight Lines, Inc.

1 This Joint Stipulation of Class and PAGA Representative Action Settlement and Release of
2 Claims ("Agreement") is entered into by and among Plaintiffs Hector Alvarado, Mikey Amaya, and
3 Justin Titus ("Plaintiffs"), on the one hand, and Defendant Oak Harbor Freight Lines, Inc.
4 ("Defendant"), on the other hand. Plaintiffs and Defendant are jointly referred to in this Agreement
5 as "Parties" and individually as a "Party."

6 This Agreement is subject to the approval of the Court and is made for the sole purpose of
7 consummating the settlement of this lawsuit on a class wide and PAGA representative action basis,
8 subject to the following terms and conditions. As detailed below, in the event the Court does not
9 enter an order granting Final Approval of the Settlement or the conditions precedent are not met for
10 any reason, this Agreement shall be null and void and shall be of no force or effect whatsoever in any
11 proceeding of any kind.

12 **1. DEFINITIONS**

13 Various terms are used throughout this Agreement that are defined in this section. Any terms
14 or phrases that are not specifically defined in this section, but are defined elsewhere in the Agreement,
15 are incorporated by reference herein.

16 1.1 "Administrator" means ILYM Group, Inc., the neutral entity the Parties have agreed
17 to use administer the Settlement, subject to the Court's approval.

18 1.2 "Administration Expenses Payment" means the amount the Administrator will be paid
19 from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with
20 the Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary
21 Approval of the Settlement.

22 1.3 "Alvarado Action" means the putative class and PAGA representative action claims
23 alleged by Plaintiffs Hector Alvarado, Mikey Amaya, and Justin Titus against Defendant in the matter
24 captioned *Hector Alvarado et al. v. Oak Harbor Freight Lines, Inc. et al*, Case No. 3:17-cv-06425-
25 SK, pending in the United States District Court for the Northern District of California. Plaintiffs
26 Hector Alvarado and Mikey Amaya initiated the Alvarado Action on September 11, 2017, in the
27 Superior Court of California for the County of Alameda, as Case No. RG17874785. Defendant then
28 timely removed the complaint pursuant to the Class Action Fairness Act ("CAFA") to the United

States District Court for the Northern District of California, which was assigned Case No. 3:17-cv-06425-SK. On November 20, 2018, Plaintiffs Hector Alvarado and Mikey Amaya filed a First Amended Complaint in the Alvarado Action, which added PAGA claims to the lawsuit. On March 20, 2024, Plaintiffs Hector Alvarado, Mikey Amaya, and Justin Titus filed a consolidated Second Amended Complaint in the Alvarado Action,¹ which consolidated all claims that Plaintiffs alleged or could have asserted against Defendant in the Alvarado Action and Titus Action.²

1.4 “Class Counsel” means Lavi & Ebrahimian, LLP and Mayall Hurley P.C.

1.5 “Class Counsel Fees Payment” means the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees incurred to prosecute the Alvarado Action and Titus Action.

1.6 “Class Counsel Litigation Expenses Payment” means the amounts allocated to Class Counsel for reimbursement of reasonable expenses incurred to prosecute the Alvarado Action and Titus Action.

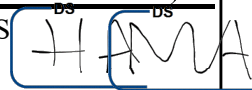
1.7 “Class Data” means Class Member identifying information in Defendant’s possession, including the Class Member’s name, last-known mailing address, Social Security Number, and the dates they were employed by Defendant in California during the Class Periods.

1.8 “Classes” means both the Driver Class and Nondriver Class.

1.9 “Class Member” or “Settlement Class Member” means a member of either of the Classes, as either a Participating Class Member or Non-Participating Class Member (including a Non-

¹ The Parties agree that Defendant has no obligation to answer or otherwise respond to the Second Amended Complaint filed in the Alvarado Action. Since his claims were consolidated into the Second Amended Complaint in the Alvarado Action on March 20, 2024, Plaintiff Titus dismissed his complaint in the Titus Action without prejudice, consistent with the terms of this Settlement, on March 26, 2024.

² The Parties agree that the operative Second Amended Complaint in the Alvarado Action encompasses all claims alleged by Plaintiff Devantae Aguirrie in the Aguirrie Actions. The term “Aguirrie Actions” specifically means and refers to both of the following lawsuits: (1) *Devantae Aguirrie v. Oak Harbor Freight Lines, Inc.*, United States District Court, Eastern District of California, Case No. 2:23-cv-00516-WBS-DB, which is a putative wage and hour class action that was originally filed in California state court on January 19, 2023 (hereinafter the “Aguirrie Putative Class Action”); and (2) *Devantae Aguirrie v. Oak Harbor Freight Lines, Inc.*, Case No. CIVSB2302784, pending in the Superior Court of California, County of San Bernardino, which is a purported PAGA action, also filed on January 19, 2023 (hereinafter the “Aguirrie PAGA Action”).



Participating Class Member who qualifies as a PAGA Member).

1.10 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11 “Class Notice” or “Notice” means the court-approved notice of Settlement and Final Approval Hearing contemplated by this Agreement, to be mailed to Class Members, substantially (i.e., without material variation) in the form attached to this Agreement as Exhibit A, incorporated by reference into this Agreement.

1.12 “Class Period for Drivers” means the period from May 27, 2017 up to and including October 2, 2023.

1.13 “Class Period for Nondrivers” means the period from September 11, 2013 up to and including October 2, 2023.

1.14 “Class Periods” means Class Period for Drivers and Class Period for Nondrivers.

1.15 “Class Representatives” means Hector Alvarado, Mikey Amaya, and Justin Titus, who are the named Plaintiffs and proposed Class Representatives in the Alvarado Action. Each of the Class Representatives is referred to individually as a “Class Representative”.

1.16 “Class Representative Service Payment” means the payment to each Class Representative for participating in the Alvarado Action and providing services in support of the Alvarado Action and/or Titus Action.

1.17 “Court” means the United States District Court for the Northern District of California.

1.18 “Defendant” means the named Defendant, Oak Harbor Freight Lines, Inc.

1.19 “Defense Counsel” means the law firm of Nossaman LLP.

1.20 “Driver Class” means all nonexempt drivers who were employed by Defendant in the State of California during the Class Period for Drivers.

1.21 “Effective Date” means the date when the Settlement becomes Final.

1.22 “Final” means the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, then 65 days after the Court enters a Judgment in the Alvarado

1 Action; (b) if one or more Participating Class Members objects to the Settlement, the objection is not
2 withdrawn, and a timely appeal is not filed, then the day after the deadline for filing a notice of appeal
3 from the Judgment; or (c) in the event that a timely appeal of the Court's order of Final Approval has
4 been filed, then the Settlement shall be final when the applicable appellate court has rendered a final
5 decision or opinion affirming the Court's Final Approval without material modification, and the
6 applicable date for seeking further appellate review has passed, or the date that any such appeal has
7 been either dismissed or withdrawn by the appellant.

8 1.23 "Final Approval" means the Court's order granting final approval of the Settlement,
9 which will constitute a "judgment" within the meaning of Federal Rule of Civil Procedure 58(a).

10 1.24 "Final Approval Hearing" or "Fairness Hearing" means the Court's hearing on the
11 Parties' joint motion for Final Approval of the Settlement, Plaintiffs' motion for Plaintiffs' Class
12 Representative Service Payment, Class Counsel's motion for Class Counsel Fees Payment and Class
13 Counsel Litigation Expenses Payment, and any objections by Participating Class Members to any of
14 the foregoing.

15 1.25 "Gross Settlement Amount" means Three Million Six Hundred Twenty-Five
16 Thousand Dollars and Zero Cents (\$3,625,000.00), which is the total amount Defendant agrees to pay
17 under the Settlement, except as provided in the Class Workweeks Escalator Clause in Section 4.4.2
18 and PAGA Workweeks Escalator Clause in Section 4.4.3. The Gross Settlement Amount will be
19 used to pay Individual Class Payments, Defendant's payroll tax payments for the Wage Portion of the
20 Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel
21 Fees, Class Counsel Expenses, Class Representative Service Payments and the Administrator's
22 Expenses.

23 1.26 "Individual Class Payment" means the Participating Class Member's pro rata share of
24 the Net Settlement Amount calculated according to the number of Workweeks worked during the
25 Class Periods.

26 1.27 "Individual PAGA Payment" means the PAGA Member's pro rata share of 25% of
27 the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA
28 Period.

1.28 "Judgment" means the judgment entered by the Court upon granting Final Approval of the Settlement.

1.29 "Lawsuits" refers to the Alvarado Action and Titus Action.

1.30 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled under Labor Code section 2699, subd. (i).

1.31 "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.32 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payments, Defendant's payroll tax payments for the Wage Portion of Individual Class Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder constitutes the Net Settlement Amount and is to be paid to Participating Class Members as Individual Class Payments.

1.33 "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.34 "Nondriver Class" means all nonexempt employees, except drivers, who were employed by Defendant in the State of California during the Class Period for Nondrivers.

1.35 "PAGA" means the Private Attorneys General Act, Labor Code §§ 2698 *et seq.*

1.36 "PAGA Group 1" means all nonexempt employees, except drivers, who were employed by Defendant in the State of California during the PAGA Period for Nondrivers.

1.37 "PAGA Group 2" means all nonexempt drivers who were employed by Defendant in the State of California during the PAGA Period for Drivers.

1.38 "PAGA Groups" means both the PAGA Group 1 and PAGA Group 2.

1.39 "PAGA Member" means a member of either PAGA Group 1 or PAGA Group 2.

1.40 "PAGA Notices" means all of Plaintiffs' letters to Defendant and the LWDA, providing notice pursuant to Labor Code § 2699.3, subd.(a). Plaintiffs Hector Alvarado and Mikey Amaya's PAGA Notice letters to the LWDA were assigned LWDA Case No. LWDA-CM-323254-17. Plaintiff Justin Titus's PAGA Notice letters to the LWDA were assigned LWDA Case No.

1 LWDA-CM-869058-22.

2 1.41 "PAGA Pay Period" means any pay period during which any PAGA Member Group
3 1 or PAGA Member Group 2 worked for Defendant for at least one day during the PAGA Period for
4 Drivers or PAGA Period for Nondrivers.

5 1.42 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from
6 the Gross Settlement Amount, allocated 25% to the PAGA Members and 75% to the LWDA in
7 settlement of PAGA claims.

8 1.43 "PAGA Period for Drivers" means the period from May 27, 2017 to October 2, 2023.

9 1.44 "PAGA Period for Nondrivers" means the period from August 25, 2016 to October 2,
10 2023.

11 1.45 "PAGA Periods" means PAGA Period for Drivers and PAGA Period for Nondrivers.

12 1.46 "Participating Class Member" means a Class Member who does not submit a valid
13 and timely Request for Exclusion from the Settlement.

14 1.47 "Plaintiffs" means Hector Alvarado, Mikey Amaya, and Justin Titus, i.e., the named
15 Plaintiffs in the Second Amended Complaint in the Alvarado Action.

16 1.48 "Preliminary Approval" means the Court's order granting preliminary approval of the
17 Settlement.

18 1.49 "QSF" means the qualified settlement fund set up by the Administrator to receive the
19 Gross Settlement Amount from Defendant.

20 1.50 "Released Claims" means all claims being released by Plaintiffs, Participating Class
21 Members, and PAGA Members, as described in Section 5 below.

22 1.51 "Released Parties" means Defendant and each of its former and present parent
23 companies, subsidiaries, divisions, and other affiliated or related entities, as well as Defendant's and
24 all of the other aforementioned entities' former and present employees, directors, officers, agents,
25 shareholders, owners, attorneys, insurers, partners, representatives, joint venturers, predecessors,
26 successors, and assigns.

27 1.52 "Response Deadline" means 60 days after the Administrator mails the Notice to Class
28 Members and PAGA Members, and shall be the last date on which Class Members may: (a) fax,

1 email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail their Objection
2 to the Settlement. Class Members to whom the Class Notice has been resent after having been returned
3 undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response
4 Deadline has expired.

5 1.53 “Second Amended Complaint” or “SAC” means the consolidated Second Amended
6 Complaint filed by Plaintiffs Hector Alvarado, Mikey Amaya, and Justin Titus on March 20, 2024 in
7 the Alvarado Action. The SAC is the operative complaint for the purposes of this Agreement.

8 1.54 “Settlement” means the disposition of the Alvarado Action and Titus Action effected
9 by this Agreement and the resulting Judgment.³

10 1.55 “Titus Action” means the putative class and PAGA representative action lawsuit filed
11 by Plaintiff Justin Titus against Defendant, captioned *Justin Titus et al. v. Oak Harbor Freight Lines,*
12 *Inc. et al.*, Case No. 3:23-cv-02448-VC, United States District Court for the Northern District of
13 California. Plaintiff Justin Titus originally filed the Titus Action on October 26, 2022 in the United
14 States District Court for the Eastern District of California, as Case No. 2:22-cv-01929-KJM-JDP.
15 The Titus Action was then transferred to the United States District Court for the Northern District of
16 California on or around May 18, 2023, pursuant to a stipulation approved by the court that was entered
17 into between Plaintiff Titus and Defendant. On March 26, 2024, the Titus Action was dismissed
18 without prejudice after Plaintiff Titus consolidated his claims with Plaintiffs Hector Alvarado and
19 Mikey Amaya in the Second Amended Complaint of the Alvarado Action.

20 1.56 “Workweek” means any week during which a Class Member worked for Defendant
21 for at least one day, during the Class Period for Drivers or Class Period for Nondrivers.

22 **2. RECITALS**

23 2.1 On September 11, 2017, Plaintiffs Hector Alvarado and Mikey Amaya commenced
24 the Alvarado Action against Defendant in the Alameda County Superior Court, on behalf of
25 themselves and a putative class. On November 3, 2017, Defendant timely removed the Alvarado
26 Action to the United States District Court for the Northern District of California.

27 _____
28 ³ This Settlement also required the dismissal of the Titus Action, which was dismissed without
prejudice on March 26, 2024.

2.2 On October 26, 2022, Plaintiff Justin Titus commenced the Titus Action against Defendant in the United States District Court for the Eastern District of California, on behalf of himself, a putative class, and allegedly aggrieved employees on a PAGA representative basis. On or around May 18, 2023, the Titus Action was transferred to the United States District Court for the Northern District of California pursuant to a stipulation approved by the court that was entered into between Plaintiff Titus and Defendant. On March 26, 2024, the Titus Action was dismissed without prejudice after Plaintiff Titus consolidated his claims with Plaintiffs Hector Alvarado and Mikey Amaya in the Second Amended Complaint of the Alvarado Action.

2.3 Pursuant to Labor Code § 2699.3, subd.(a), Plaintiffs gave timely written notice to Defendant and the LWDA by submitting their PAGA Notices.

2.4 On March 20, 2024, Plaintiffs Hector Alvarado, Mikey Amaya, and Justin Titus filed a consolidated Second Amended Complaint against Defendant in the Alvarado Action, which consolidated all claims that Plaintiffs allege or could have asserted against Defendant in the Alvarado Action and Titus Action. In their Second Amended Complaint in the Alvarado Action, Plaintiffs assert, among other things, the following claims against Defendant: (1) failure to pay wages for all hours worked at the minimum wage in violation of Labor Code §§ 1194, 1197, and 1197.1, etc.; (2) failure to pay overtime wages for daily overtime worked in violation of Labor Code §§ 510, 1194, and 1198, etc.; (3) failure to provide legally compliant meal breaks in violation of Labor Code §§ 226.7 and 512, etc.; (4) failure to provide legally compliant rest breaks in violation of Labor Code § 226.7, etc.; (5) failure to pay sick leave at the proper rate in violation of Labor Code §§ 218, 233, and 246, etc.; (6) failure to indemnify employees for employment-related losses/expenditures in violation of Labor Code §§ 2800 and 2802, etc.; (7) failure to provide complete and accurate wage statements in violation of Labor Code §§ 226 and 226.2 and failure to maintain or keep payroll records in violation of Labor Code § 1174, etc.; (8) failure to timely pay unpaid wages during employment in violation of Labor Code § 204, etc.; (9) failure to timely pay wages due at time of separation of employment in violation of Labor Code §§ 201, 202, and 203, etc.; (10) unfair business practices in violation of Business and Professions Code § 17200 *et seq.*, etc.; and (11) civil penalties pursuant to the Private Attorneys General Act of 2004, Labor Code § 2698 *et seq.*

2.5 Plaintiffs purport to assert the claims alleged in the SAC on behalf of the following groups: (1) all nonexempt employees, except drivers, who were employed by Defendant in the State of California during the Class Period for Nondrivers (“Nondriver Class”); (2) all nonexempt drivers who were employed by Defendant in the State of California during the Class Period for Drivers (“Driver Class”); (3) all nonexempt employees, except drivers, who were employed by Defendant in the State of California during the PAGA Period for Nondrivers (“PAGA Group 1”); and (3) all nonexempt drivers who were employed by Defendant in the State of California during the PAGA Period for Drivers (“PAGA Group 2”).

2.6 On April 27, 2023, the Parties participated in a good-faith, arms-length second mediation session, presided over by Mediator Eve Wagner.⁴ Mediator Wagner continued to negotiate with the Parties over the entire day and several months following the mediation. The Parties were ultimately able to reach a settlement, the principal terms of which were memorialized in a binding Memorandum of Understanding, which was fully executed by the Parties in late 2023. Based on those negotiations and arms-length settlement discussions between the Parties, the Parties agreed to settle the Lawsuits on the terms and conditions set forth in this Agreement.

2.7 In the course of litigating the Alvarado Action and Titus Action, Defendant provided extensive payroll and other employment data and information regarding the Class Members and PAGA Members to Plaintiffs and Class Counsel. The information provided to Class Counsel by Defendant consisted of volumes of data and many thousands of pages of materials. Defendant also provided Plaintiffs with their entire personnel files, various employee policies, procedures, and manuals, exemplar wage statements, earnings and other compensation materials, the settlement information of prior wage and hour class actions, various employment contracts, and numerous other documents and information.

2.8 Based on the aforementioned data, formal discovery in the Alvarado Action (including depositions, written discovery, etc.), and their own independent investigation and evaluation, Class

⁴ Plaintiffs Hector Alvarado, Mikey Amaya and Defendant first attended a mediation on July 11, 2018, facilitated by Mediator Mark S. Rudy, which did not yield a successful resolution and resulted in continued litigation for several years thereafter.

Counsel has thoroughly analyzed the value of the Class Members' and PAGA Members' claims during the prosecution of the Lawsuits. This discovery, investigation, and prosecution has included, among other things: (a) numerous conferences with Plaintiffs' counsel; (b) inspection and analysis of the documents and materials produced by Defendant; (c) analysis of the various legal positions taken and defenses raised by Defendant; (d) investigation into the viability of class treatment of the claims asserted in the Lawsuits; (e) analysis of potential class-wide and PAGA-wide damages; (f) research of the applicable law with respect to the claims asserted in the Lawsuits and the potential defenses thereto (including, but not limited to, preemption defenses, merit-based defenses, class-certification defenses, manageability issues, etc.); (g) the exchange of information through formal and informal discovery; and (h) assembling data for calculating damages.

2.9 The discovery conducted in the Lawsuits and discussions between counsel have been adequate to give the Class Representatives and Class Counsel a sound understanding of the merits of their positions and to evaluate the potential worth of the claims of the Class Members and PAGA Members in light of Defendant's many defenses to them. The discovery conducted in the Lawsuits and the information exchanged by the Parties are sufficient to reliably assess the merits of the respective Parties' positions and reach a compromise on a fair and equitable basis. As a result, the Parties agree and represent to the Court that the Settlement is fair and reasonable.

2.10 Throughout the course of the Lawsuits, the Parties have engaged in formal and informal settlement discussions. Specifically, the Parties engaged in several mediation sessions, first with Mediator Mark S. Rudy on July 11, 2018, and then with Mediator Eve Wagner on April 27, 2023 and continuing for several months thereafter. After extensive negotiations and arms-length bargaining over the course of years, the Parties reached an agreement in principle to settle the claims alleged by Plaintiffs in the Lawsuits.

2.11 The Class Representatives and Class Counsel believe that the claims, causes of action, allegations and contentions asserted in the Lawsuits have merit. However, the Class Representatives and Class Counsel recognize and acknowledge the many risks, expense and delay of continued lengthy proceedings necessary to prosecute the Lawsuits against Defendant through trial and through appeals. Class Counsel has taken into account the uncertain outcome and the risk of any litigation,

1 the risk of continued litigation in complex actions such as this, as well as the difficulties and delays
2 inherent in such litigation, and the potential difficulty of maintaining the Lawsuits as class actions
3 and representative actions. Class Counsel is mindful of the inherent problems of proof under, and
4 possible defenses to, the claims alleged in the Lawsuits. Class Counsel believes that the Settlement
5 set forth in this Agreement confers substantial benefits upon Plaintiffs and the Class Members and
6 that an independent review of this Agreement by the Court in the approval process will confirm this
7 conclusion. Based on all that has been learned during the two Lawsuits and their own independent
8 investigation and evaluation, Class Counsel have determined that the Settlement set forth in the
9 Agreement is in the best interests of the Class Representatives, Class Members, and PAGA Members.

10 2.12 Defendant has denied and continues to deny all claims and contentions alleged by
11 Plaintiffs in the Lawsuits. Defendant has expressly denied and continues to deny all charges of
12 wrongdoing or liability against it arising out of any of the conduct, statements, acts or omissions
13 alleged, or that could have been alleged, in the Lawsuits. Defendant contends that it complied in
14 good faith with California wage and hour employment laws, did not violate any laws, and did not
15 engage in any wrongdoing. Defendant further denies that, for any purpose other than settling the
16 Lawsuits, these claims are appropriate for class, collective, or representative action treatment of any
17 kind. Nonetheless, Defendant has concluded that further litigation of the Lawsuits would be
18 protracted and expensive and that it is desirable for economic reasons that the Lawsuits be fully and
19 finally settled as set forth in this Agreement in order to limit further expense, inconvenience and
20 distraction, to dispose of burdensome and protracted litigation, and to permit the operation of
21 Defendant's business without further expensive litigation and the distraction and diversion of its
22 personnel with respect to matters at issue in the Lawsuits. Defendant has also taken into account the
23 uncertainty and risks inherent in any litigation, especially in complex cases such as the Lawsuits.
24 Defendant has, therefore, determined that it is desirable and beneficial to it that the Lawsuits be settled
25 in the manner and upon the terms and conditions set forth in this Agreement. The Parties have agreed
26 to the terms set forth herein without in any way acknowledging fault or liability. Therefore, nothing
27 in this Agreement shall be deemed or used as an admission of liability, fault or wrongdoing by
28 Defendant or as an admission that a class or representative action should be certified or allowed to go

forward, and shall not be used for any purpose other than for settlement purposes and to enforce its terms.

2.13 The Settlement set forth herein intends to achieve the following: (a) entry of an order approving the Settlement in the Alvarado Action and granting the monetary and other relief set forth in this Agreement to the Plaintiffs and Participating Class Members and PAGA Members; (b) entry of Judgment and dismissal with prejudice of the Alvarado Action, which includes, but is not limited to, all of the claims previously alleged in the Titus Action; (c) dismissal without prejudice of the Titus Action; and (d) the release and discharge of Defendant and all other Released Parties, and each of them, from liability for any and all of the Released Claims as set forth in more detail in Section 5 below.

2.14 Class Counsel and Plaintiffs believe the Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members and PAGA Members in light of, among other things, all known facts and circumstances, including the risk of not prevailing on the claims alleged or significant delay in obtaining a recovery even if the lawsuit is successful, the size of the Classes and PAGA Groups, the substantial monetary benefits provided by the Settlement to Plaintiffs and the Class Members and PAGA Members, the defenses asserted by Defendant as to both class action certification and the merits of the claims, manageability issues, and potential appellate issues.

2.15 It is therefore the mutual desire of the Parties to fully, finally, and forever settle, compromise, and discharge all disputes and claims raised in the Lawsuits or that could have been asserted in the Lawsuits as more fully set forth herein. In order to achieve a full and complete release of the Released Parties, the Participating Class Members, by and through the Class Representatives, acknowledge that this Agreement is intended to include and resolve all claims that were pled in the Lawsuits (and the Aguirre Actions) as well as those Claims that could have been pled in the Lawsuits based upon the factual allegations of any of the complaints in the Lawsuits (including, but not limited to, the operative SAC in the Alvarado Action), and as more fully set forth below.

2.16 This Agreement represents a compromise of highly disputed claims. Nothing in this Agreement is intended to, or may be construed as, an admission by Defendant or any of the other Released Parties that the claims in the Lawsuits have merit or that any of the Released Parties has any

liability to Plaintiffs or any Class Member or PAGA Member on those claims or any other claim, which Defendant and the Released Parties deny. By entering into this Settlement, Defendant and the Released Parties make no admission that they have engaged, or are now engaging, in any unlawful conduct. The Parties understand and acknowledge that this Agreement is not an admission of liability and shall not be used or construed as such in any legal or administrative proceeding of any kind. This Agreement shall further never be treated as an admission of liability by Defendant or any Released Party for any purpose whatsoever.

3. CONDITIONAL CLASS CERTIFICATION AND CLASS APPOINTMENTS

3.1 For purposes of this Agreement only and subject to the Court's approval, the Parties hereby stipulate that the two Classes may be conditionally certified for settlement purposes only. If the Court grants preliminary approval of this Settlement, Defendant will prepare a list identifying all Class Members and provide the names and contact information of the individuals to the Settlement Administrator within 45 days from the date of Preliminary Approval.

3.2 The Parties further stipulate that the Second Amended Complaint that Plaintiffs filed in the Alvarado Action on March 20, 2024 shall be considered the operative complaint for the purposes of this Settlement. The Parties further stipulate, for settlement purposes only, that the Court may conditionally certify the Class, as defined in this Agreement, as an opt-out class (the "Class Stipulation"). More specifically, the Parties agree as part of the Class Stipulation that, for settlement purposes only, the requirements of Federal Rule of Civil Procedure 23(b)(3) are satisfied, with the exception of the manageability requirement of Federal Rule of Civil Procedure 23(b)(3), which the Court need not address for purposes of the Settlement.

3.3 The Class Stipulation is made solely for purposes of the Settlement. The Class Stipulation is in no way an admission that class action certification is proper under the more stringent litigation certification standard that requires a showing of, *inter alia*, manageability or that certification requirements would be established by further discovery, and neither this Agreement nor the Class Stipulation will be admissible in this or any other action or proceeding as evidence that (i) the claims advanced in the Lawsuits, or any other class or representative action claims, should be certified or not decertified, or (ii) Defendant or any of the Released Parties are liable to Plaintiffs, the

1 Class Members, or any other putative class, or representative action members.

2 3.4 For purposes of this Agreement and subject to the Court's approval, the Parties hereby
3 stipulate to the appointment of Class Counsel as counsel for the Class Members and the effectuation
4 of the Settlement pursuant to this Agreement.

5 3.5 For purposes of this Agreement and subject to the Court's approval, the Parties hereby
6 stipulate to the appointment of Plaintiffs as Class Representatives for the Class Members.

7 **4. CONSIDERATION FOR SETTLEMENT**

8 4.1 Gross Settlement Amount. Except as otherwise provided in Sections 4.4.2 and 4.4.3
9 below, Defendant promises to pay Three Million Six Hundred and Twenty-Five Thousand Dollars
10 and Zero Cents (\$3,625,000.00) and no more as the Gross Settlement Amount. Defendant has no
11 obligation to pay the Gross Settlement Amount prior to the deadline stated in Section 4.2 of this
12 Agreement. The entire Gross Settlement Amount will, subject to the Court's approval, be disbursed
13 by the Administrator as provided by this Agreement without asking or requiring Participating Class
14 Members or PAGA Members to submit any claim as a condition of payment. In the event the
15 Settlement becomes completely Final and Defendant is then obligated to pay the Gross Settlement
16 Amount within the timeframe outlined in Section 4.2, none of the Gross Settlement Amount will
17 revert to Defendant.

18 4.2 Timing of Funding the Gross Settlement Amount. Defendant shall fully fund the
19 Gross Settlement Amount by transmitting the funds to the Administrator's designated QSF no later
20 than sixty (60) days after the Effective Date.

21 4.3 Payments from the Gross Settlement Amount. The Administrator shall make and
22 deduct the following payments from the Gross Settlement Amount, in the amounts specified by the
23 Court in the order granting Final Approval:

24 4.3.1 To The Three Class Representatives: Class Representative Service Payment
25 to each Class Representative of not more than Ten Thousand Dollars and Zero Cents
26 (\$10,000.00), in addition to any Individual Class Payment and Individual PAGA Payment
27 each of the three Class Representatives is entitled to receive as a Participating Class Member
28 or member of the PAGA Groups. Defendant will not oppose Plaintiffs' request for a Class

1 Representative Service Payment as long as the request does not exceed \$10,000 per Class
2 Representative. As part of the motion for Class Counsel Fees Payment and Class Litigation
3 Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service
4 Payments no later than 35 days prior to the Final Approval Hearing. If the Court approves a
5 Class Representative Service Payment less than the \$10,000 amount requested per Class
6 Representative, the remainder shall become part of the Net Settlement Amount. The
7 Administrator will pay the Class Representative Service Payment using IRS Form 1099.
8 Plaintiffs assume full responsibility and liability for any and all employee taxes owed, if any,
9 on the Class Representative Service Payments.

10 4.3.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third
11 of the Gross Settlement Amount, which is estimated to be One Million Two Hundred Eight
12 Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$1,208,333.33) and
13 a Class Counsel Litigation Expenses Payment of not more than Twenty Thousand Dollars and
14 Zero Cents (\$20,000.00). Defendant will not oppose requests for these payments provided
15 they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class
16 Counsel Fees Payment and Class Litigation Expenses Payment no later than 35 days prior to
17 the Final Approval Hearing. If the Court approves Class Counsel Fees Payment and/or Class
18 Counsel Litigation Expenses Payment less than the amounts requested, the remainder will
19 become part of the Net Settlement Amount. Released Parties shall have no liability to Class
20 Counsel or any other counsel arising from any claim to any portion any Class Counsel Fee
21 Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the
22 Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS
23 1099 Forms. Class Counsel assumes full responsibility and liability for any all taxes owed on
24 the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and
25 holds Defendant and the other Released Parties harmless, and indemnifies them, from any
26 dispute or controversy regarding any division or sharing of any of these Payments.

27 4.3.3 To the Administrator: An Administrator Expenses Payment not to exceed
28 \$20,000 except for a showing of good cause and as approved by the Court. To the extent the

Administration Expenses are less, or the Court approves payment less than \$20,000, the remainder shall become part of the Net Settlement Amount.

4.3.4 To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Periods and (b) multiplying the result by each Participating Class Member's Workweeks.

4.3.4.1 Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholdings and will be reported on an IRS W-2 Form. Defendant's employer-side tax obligations for the Wage Portion of the Individual Class Payment shall be deducted from the Gross Settlement Amount. The remaining 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of non-wage claims (e.g., alleged interest, penalties, and reimbursements, etc.) (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed, if any, on their Individual Class Payment.

4.3.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments and shall have no right to object to the class action components of the Settlement.

4.3.5 To the LWDA and PAGA Members: PAGA Penalties in the amount of One Hundred Thousand Dollars and Zero Cents (\$100,000.00), with 75% (\$75,000) allocated to the LWDA PAGA Payment and 25% (\$25,000) allocated to the Individual PAGA Payments.

4.3.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Members' 25% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all PAGA Members during the PAGA Periods and (b) multiplying the result by each PAGA Member's PAGA Period Pay

Periods. PAGA Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

4.3.5.2 If the Court approves PAGA Penalties of less than the amount requested by this Settlement, the remainder will become part of the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms. PAGA Members assume full responsibility and liability for employee taxes owed, if any, on their Individual PAGA Payments.

4.4 Class Workweeks and PAGA Pay Period Estimates and Escalator Clause.

4.4.1 Class Workweeks and PAGA Pay Period Estimates. Based on its records, Defendant estimates that Class Members in the two Classes collectively worked a total of approximately 250,000 Workweeks during the Class Period, and that PAGA Members in the two PAGA Groups collectively worked a total of around 115,000 PAGA Pay Periods during the PAGA Period.

4.4.2 Class Workweeks Escalator Clause. If the actual number of Workweeks at issue for the Class Members in the two Classes turns out to be more than 250,000 Workweeks during the Class Periods, Defendant, at its option, will either: (1) pay a proportional amount of the Gross Settlement Amount (in addition to the Gross Settlement Amount itself) for each additional such workweek that exceeds the 250,000 total Workweeks for the Class Members (e.g., if the total Workweeks for the Class Members turns out to be 252,500 (or 1% greater than the estimated number of Workweeks), Defendant could choose to pay an additional \$36,250 (which is equal to 1% of the Gross Settlement Amount); or (2) elect to roll back the start and/or end dates of the Class Periods to a date by which the total Workweeks does not exceed 250,000 total Workweeks for the Class Members.

4.4.3 PAGA Pay Periods Escalator Clause. If the actual number of PAGA Pay Periods at issue for the PAGA Members turns out to be more than 115,000 PAGA Pay Periods for the relevant PAGA Periods, Defendant, at its option, will either: (1) pay a proportional amount of the one hundred thousand dollars in assumed PAGA Penalties (in addition to the Gross Settlement Amount) for each additional such pay period that exceeds the 115,000 PAGA Pay

Periods for the PAGA Members (e.g., if the total PAGA Pay Periods for the PAGA Members turns out to be 116,150 (or 1% greater than the estimated number of PAGA Pay Periods), Defendant could choose to pay an additional \$1,000 (which is equal to 1% of the original assumed PAGA Penalties); or (2) elect to roll back the start and/or end dates for the PAGA Groups to a date by which the PAGA Pay Periods do not exceed 115,000 PAGA Pay Periods for the PAGA Members.

5. RELEASE OF CLAIMS

Upon the Effective Date of the Settlement, Plaintiffs and Class Members will release claims against Defendant and all other Released Parties as follows:

5.1 Plaintiffs' General Release of All Claims. Plaintiffs, on behalf of themselves and their estates, executors, administrators, heirs and assigns, hereby release, discharge, and agree to hold harmless Defendant and all other Released Parties from any and all claims, damages, costs, obligations, causes of action, actions, demands, rights, and liabilities of every kind, nature and description whatsoever, whether known or unknown, whether anticipated or unanticipated, arising on or before the date this Agreement is executed, including, but not limited to: (a) all claims that were or could have been alleged based on the facts contained in the Lawsuits and (b) all PAGA claims that were or could have been alleged based on facts contained in the Lawsuits, Plaintiffs' PAGA Notices, or ascertained during the Lawsuits and released under Section 5.2 below ("Plaintiffs' Released Claims").

Without limiting the generality of the foregoing in any way, Plaintiffs' Released Claims include, but are not limited to, any and all claims, charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, penalties, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including attorney fees and costs), known or unknown, at law or in equity, which they may now have against Defendant or any of the other Released Parties, and each of them, as well as those claims that were or could have been asserted in the Alvarado Action or other Lawsuits, including, but not limited to, any and all claims arising under the California Labor Code, Wage Order No. 9-2001 or any other applicable Wage Order, the Fair Labor Standards Act, the California Private Attorneys' General Act, the California Business & Professions Code, the claims

1 alleged in any of the complaints in the Lawsuits, and any and all other transactions, occurrences or
2 matters between any of the Plaintiffs and Defendant (or between any of the Plaintiffs and the other
3 Released Parties) occurring up through and including October 2, 2023.

4 Plaintiffs' Released Claims shall also include any and all claims against Defendant or any of
5 the other Released Parties, and each of them, that occurred up through and including October 2, 2023
6 under the (a) Americans With Disabilities Act, as amended; (b) Title VII of the Civil Rights Act of
7 1964, as amended; (c) the Civil Rights Act of 1991; (d) 42 U.S.C. § 1981, as amended; (e) the Age
8 Discrimination in Employment Act, as amended; (f) the Equal Pay Act; (g) the Employee Retirement
9 Income Security Act, as amended; (h) the Consolidated Omnibus Budget Reconciliation Act; (i) the
10 Rehabilitation Act of 1973; (j) the Family and Medical Leave Act; (k) the Civil Rights Act of 1966;
11 (l) the California Fair Employment and Housing Act; (m) the California Constitution; (n) the
12 California Government Code; (o) the California Civil Code; and (p) any and all other federal, state
13 and local statutes, ordinances, regulations, rules and other laws, and any and all claims based on
14 constitutional, statutory, common law or regulatory grounds as well as any other claims based on
15 theories of wrongful or constructive discharge, breach of contract or implied contract, fraud,
16 misrepresentation, promissory estoppel or intentional and/or negligent infliction of emotional
17 distress, or damages under any other federal, state or local statutes, ordinances, regulations, rules, or
18 laws. This release is for any and all relief, no matter how denominated, including, but not limited to,
19 back pay, front pay, bonuses, compensatory damages, overtime pay, minimum wages, straight time
20 wages, regular wages, hourly pay, piece-rate pay, all miles driven, compensation for rest period and
21 other non-productive time, premium pay, penalties, statutory penalties, civil penalties, waiting time
22 penalties, restitution, disgorgement, damages, tortious damages, liquidated damages, statutory
23 damages, punitive damages, damages for pain and suffering, and attorney fees and costs, and the
24 Plaintiffs hereby forever release, discharge and agree to hold harmless Defendant and all of the other
25 Released Parties from any and all claims for attorney fees and costs arising out of the matters released
26 in this Agreement.

27 Plaintiffs' Released Claims include all claims described above, whether known or unknown,
28 by the releasing party. Thus, even if Plaintiffs discover facts in addition to or different from those

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that they now know or believe to be true with respect to the subject matter of Plaintiffs' Released Claims, those claims will remain released and forever barred. Therefore, Plaintiffs expressly waive and relinquish the provisions, rights and benefits of Section 1542 of the California Civil Code and any analogous law, statute, or rule. Section 1542 states:

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, must have materially affected his or her settlement with the debtor or released party.

Plaintiffs specifically acknowledge that they are aware of and familiar with the provisions of Section 1542 of the California Civil Code and hereby expressly waive and relinquish all rights and benefits they may have under Section 1542 as well as any other statute or common law principle of a similar effect. Upon entry of Judgment, Defendant shall be entitled to a general release of all claims from Plaintiffs, up through and including October 2, 2023.

Plaintiffs agree that, to the extent permitted by law, if a claim is prosecuted in their name against Defendant or any of the other Released Parties before any court, arbitrator, or administrative agency, they waive and agree not to take any award of money or other damages from such proceeding. Plaintiffs also agree that, unless otherwise compelled by law, if a claim is prosecuted in their name against Defendant or any of the other Released Parties that, upon a written request by Defendant's counsel, they will immediately request in writing that the claim on their behalf be withdrawn.

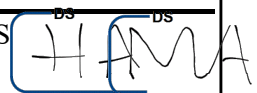
Plaintiffs' Released Claims do not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Periods.

5.2 Participating Class Members' Release of Claims.

5.2.1 Release of Claims by Participating Class Members of the Nondriver Class. Each and every Participating Class Member of the Nondriver Class, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns,

hereby relinquishes, releases, discharges, waives, and agrees to hold harmless Defendant and all of the other Released Parties, and each of them, from any and all claims that arose or originated from September 11, 2013 up through and including October 2, 2023 that were asserted against Defendant, or could have been asserted against Defendant and/or the other Released Parties based on, arising out of, or relating to the facts or allegations set forth, in any of the complaints in the Lawsuits and Aguirrie Actions, including, but not necessarily limited to, all claims alleged against Defendant in the operative Second Amended Complaint filed in the Alvarado Action ("Claims Released By Participating Class Members Of The Nondriver Class"). Among other things, the Claims Released By Participating Class Members Of The Nondriver Class include, but are not limited to, claims based upon or arising under California Labor Code §§ 201, 202, 203, 204, 210, 218, 218.5, 218.6, 223, 226, 226.2, 226.3, 226.7, 233, 246 *et seq.*, 246.5, 248.5, 256, 510, 512, 551, 552, 558, 1174, 1174.5, 1182.12 *et seq.*, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, 2698, 2699 *et seq.*, 2699.3, and 2699.5, California Business & Professions Code §§ 17200 *et seq.*, Cal. Code Regs., tit. 8, §§ 11010 *et seq.*, all IWC Wage Orders (including, but not limited to, IWC Wage Order Nos. 4-2001 and 9-2001), 49 U.S.C. §§ 5103 *et seq.*, 49 C.F.R. § 397.59, 49 C.F.R. § 397.5, 49 U.S.C. § 397.1, 49 C.F.R. § 177.823, 29 U.S.C. §§ 201 *et seq.*, 29 C.F.R. §§ 778 *et seq.*, 29 U.S.C. §§ 207 *et seq.*, California Civil Code §§ 3287 and 3289, and California Code of Civil Procedure § 1021.5.

Without limiting any of the foregoing, it is hereby stipulated that the Claims Released By Participating Class Members Of The Nondriver Class is intended to include, and does include, any and all claims and remedies asserted or sought against Defendant, or that could have been asserted or sought against Defendant or the other Released Parties based on the facts or allegations pled, in any of the complaints in the Lawsuits and Aguirrie Actions that occurred or arose during the Class Period for Nondrivers, including the first date and last date thereof and every date in between. Subject to the terms and conditions of this Agreement and upon Final Approval of this Agreement, all such claims and causes of action, damages, and other remedies (including, but not limited, to wages of any kind, premium compensation, bonuses, penalties, statutory penalties, civil penalties, waiting time penalties, damages, liquidated damages, statutory damages, restitution, disgorgement, reimbursement, interest, attorney fees, litigation costs, injunctive relief, declaratory relief, or any other equitable, monetary, or



1 legal relief of any kind or nature whatsoever) allegedly due and owing to Participating Class Members
2 of the Nondriver Class by virtue of or related to any of the claims, facts or allegations pled in any of
3 the complaints in the Lawsuits and Aguirrie Actions are deemed to be fully and finally resolved and
4 are to be dismissed, with prejudice, as part of the entry of Judgment as to each and every Participating
5 Class Member of the Nondriver Class.

6 5.2.2 Release of Claims by Participating Class Members of the Driver Class. Each and
7 every Participating Class Member of the Driver Class, on behalf of themselves and their former and
8 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, hereby
9 relinquishes, releases, discharges, waives, and agrees to hold harmless Defendant and all of the other
10 Released Parties, and each of them, from any and all claims that arose or originated from May 27,
11 2017 up through and including October 2, 2023 that were asserted against Defendant, or could have
12 been asserted against Defendant and/or the other Released Parties based on, arising out of, or relating
13 to the facts or allegations set forth, in any of the complaints in the Lawsuits and Aguirrie Actions,
14 including, but not necessarily limited to, all claims alleged against Defendant in the operative Second
15 Amended Complaint filed in the Alvarado Action (“Claims Released By Participating Class Members
16 Of The Driver Class”). Among other things, the Claims Released By Participating Class Members Of
17 The Driver Class include, but are not limited to, claims based upon or arising under California Labor
18 Code §§ 201, 202, 203, 204, 210, 218, 218.5, 218.6, 223, 226, 226.2, 226.3, 226.7, 233, 246 *et seq.*,
19 246.5, 248.5, 256, 510, 512, 551, 552, 558, 1174, 1174.5, 1182.12 *et seq.*, 1194, 1194.2, 1197, 1197.1,
20 1198, 2800, 2802, 2698, 2699 *et seq.*, 2699.3, and 2699.5, California Business & Professions Code
21 §§ 17200 *et seq.*, Cal. Code Regs., tit. 8, §§ 11010 *et seq.*, all IWC Wage Orders (including, but not
22 limited to, IWC Wage Order Nos. 4-2001 and 9-2001), 49 U.S.C. §§ 5103 *et seq.*, 49 C.F.R. § 397.59,
23 49 C.F.R. § 397.5, 49 U.S.C. § 397.1, 49 C.F.R. § 177.823, 29 U.S.C. §§ 201 *et seq.*, 29 C.F.R. §§
24 778 *et seq.*, 29 U.S.C. §§ 207 *et seq.*, California Civil Code §§ 3287 and 3289, and California Code
25 of Civil Procedure § 1021.5.

26 Without limiting any of the foregoing, it is hereby stipulated that the Claims Released By
27 Participating Class Members Of The Driver Class is intended to include, and does include, any and
28 all claims and remedies asserted or sought against Defendant, or that could have been asserted or

sought against Defendant or the other Released Parties based on the facts or allegations pled, in any of the complaints in the Lawsuits and Aguirrie Actions that occurred or arose during the Class Period for Drivers, including the first date and last date thereof and every date in between. Subject to the terms and conditions of this Agreement and upon Final Approval of this Agreement, all such claims and causes of action, damages, and other remedies (including, but not limited to, wages of any kind, premium compensation, bonuses, penalties, statutory penalties, civil penalties, waiting time penalties, damages, liquidated damages, statutory damages, restitution, disgorgement, reimbursement, interest, attorney fees, litigation costs, injunctive relief, declaratory relief, or any other equitable, monetary, or legal relief of any kind or nature whatsoever) allegedly due and owing to Participating Class Members of the Driver Class by virtue of or related to any of the claims, facts or allegations pled in any of the complaints in the Lawsuits and the Aguirrie Actions are deemed to be fully and finally resolved and are to be dismissed, with prejudice, as part of the entry of Judgment as to each and every Participating Class Member of the Driver Class.

5.3 PAGA Members' Release of Claims.

5.3.1 Release of Claims by PAGA Group 1 Members. The State of California, to the maximum extent allowed by law, along with each and every member of PAGA Group 1 (whether they are a Participating Class Member or Non-Participating Class Member), on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, hereby relinquishes, releases, discharges, waives, and agrees to hold harmless Defendant and all of the other Released Parties, and each of them, from any and all PAGA claims that arose or originated from August 25, 2016 through October 2, 2023 that were asserted against Defendant, or could have been asserted against Defendant or the other Released Parties based on, arising out of, or relating to the facts or allegations set forth, in any of the complaints or PAGA Notices in the Lawsuits and Aguirrie PAGA Action ("Claims Released By PAGA Group 1 Members"). Among other things, the Claims Released By PAGA Group 1 Members include, but are not necessarily limited to, PAGA claims based upon or arising under California Labor Code §§ 201, 202, 203, 204, 210, 218, 218.5, 218.6, 223, 226, 226.2, 226.3, 226.7, 233, 246 *et seq.*, 246.5, 248.5, 256, 510, 512, 551, 552, 558, 1174, 1174.5, 1182.12 *et seq.*, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, 2698, 2699 *et seq.*,

1 2699.3, and 2699.5.

2 Without limiting any of the foregoing, it is hereby stipulated that the Claims Released By
3 PAGA Group 1 Members is intended to include, and does include, any and all claims and remedies
4 asserted or sought, against Defendant or that could have been asserted or sought against Defendant
5 or the other Released Parties based on the facts or allegations pled, in any of the complaints or PAGA
6 Notices in the Lawsuits and Aguirrie PAGA Action that occurred or arose during the PAGA Period
7 for Nondrivers, including the first date and last date thereof and every date in between. Subject to the
8 terms and conditions of this Agreement and upon Final Approval of this Agreement, all such claims
9 and causes of action, damages, and other remedies (including, but not limited to, any civil penalties)
10 allegedly due and owing to PAGA Group 1 members by virtue of or related to any of the claims, facts
11 or allegations pled in any of the complaints or PAGA Notices in the Lawsuits and Aguirrie PAGA
12 Action are deemed to be fully and finally resolved and are to be dismissed, with prejudice, as part of
13 the entry of Judgment as to each and every PAGA Group 1 member.

14 5.3.2 Release of Claims by PAGA Group 2 Members. The State of California, to the
15 maximum extent allowed by law, along with each and every member of PAGA Group 2 (whether
16 they are a Participating Class Member or Non-Participating Class Member), on behalf of themselves
17 and their former and present representatives, agents, attorneys, heirs, administrators, successors, and
18 assigns, hereby relinquishes, releases, discharges, waives, and agrees to hold harmless Defendant and
19 all of the other Released Parties, and each of them, from any and all PAGA claims that arose or
20 originated from May 27, 2017 through October 2, 2023 that were asserted against Defendant, or could
21 have been asserted against Defendant or the other Released Parties based on, arising out of, or relating
22 to the facts or allegations set forth, in any of the complaints or PAGA Notices in the Lawsuits and the
23 Aguirrie PAGA Action ("Claims Released By PAGA Group 2 Members"). Among other things, the
24 Claims Released By PAGA Group 2 Members include, but are not necessarily limited to, PAGA
25 claims based upon or arising under California Labor Code §§ 201, 202, 203, 204, 210, 218, 218.5,
26 218.6, 223, 226, 226.2, 226.3, 226.7, 233, 246 *et seq.*, 246.5, 248.5, 256, 510, 512, 551, 552, 558,
27 1174, 1174.5, 1182.12 *et seq.*, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, 2698, 2699 *et seq.*,
28 2699.3, and 2699.5.

Without limiting any of the foregoing, it is hereby stipulated that the Claims Released By PAGA Group 2 Members is intended to include, and does include, any and all claims and remedies asserted or sought against Defendant, or that could have been asserted or sought against Defendant and the other Released Parties based on the facts or allegations pled, in any of the complaints in the Lawsuits and Aguirrie PAGA Action that occurred or arose during the PAGA Period for Drivers, including the first date and last date thereof and every date in between. Subject to the terms and conditions of this Agreement and upon Final Approval of this Agreement, all such claims and causes of action, damages, and other remedies (including, but not limited to, any civil penalties) allegedly due and owing to PAGA Group 2 members by virtue of or related to any of the claims, facts or allegations pled in any of the complaints in the Lawsuits and Aguirrie PAGA Action are deemed to be fully and finally resolved and are to be dismissed, with prejudice, as part of the entry of Judgment as to each and every PAGA Group 2 member.

6. MOTION FOR PRELIMINARY APPROVAL

As soon as possible after the execution of this Agreement, and after first providing a draft to Defense Counsel no fewer than seven (7) days before filing, Plaintiffs will file a motion for preliminary approval ("Motion for Preliminary Approval"), as follows:

6.1 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including, but not limited to: (i) a draft of the notice and memorandum in support of the Motion for Preliminary Approval, and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming their willingness and competency to serve and disclosing all facts relevant to any actual or potential

1 conflicts of interest with Class Members and/or the Administrator; and (v) a signed declaration from
2 Class Counsel attesting to its competency to represent the Class Members; and all facts relevant to
3 any actual or potential conflict of interest with Class Members and/or the Settlement Administrator.

4 6.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly
5 responsible for expeditiously finalizing and filing the Motion for Preliminary Approval after the full
6 execution of this Agreement; obtaining a hearing date for the Motion for Preliminary Approval; and
7 appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel shall
8 be responsible for delivering the Court's Preliminary Approval to the Administrator.

9 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
10 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense
11 Counsel will expeditiously work together on behalf of the Parties by meeting and conferring to try
12 and resolve the disagreement in good faith. If the Parties are unable to resolve their disagreement,
13 the dispute will first be referred to the mediator, Eve Wagner. In the event the Parties are unable to
14 resolve their disagreement with Ms. Wagner, the dispute will be submitted to the Court for resolution.
15 If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material
16 change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on
17 behalf of the Parties by meeting and conferring in good faith to modify the Agreement and otherwise
18 satisfy the Court's concerns.

19 **7. APPOINTMENT AND DUTIES OF SETTLEMENT ADMINISTRATOR**

20 7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to
21 serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees
22 to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement
23 in exchange for payment of Administration Expenses. The Parties and their Counsel represent that
24 they have no interest or relationship, financial or otherwise, with the Administrator other than a
25 professional relationship arising out of prior experiences administering settlements.

26 7.2 Qualified Settlement Fund. The Administrator shall establish a settlement fund that
27 meets the requirements of a Qualified Settlement Fund under U.S. Treasury Regulation § 468B-1.

28 7.3 Employer Identification Number. The Administrator shall have and use its own

1 Employer Identification Number for purposes of calculating payroll tax withholdings and providing
2 reports to state and federal tax authorities.

3 7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks
4 provided herein or otherwise directed by the Parties or ordered by the Court.

5 7.4.1 Email Address and Toll-Free Number. The Administrator will maintain and
6 monitor an email address and a toll-free telephone number to receive Class Member calls,
7 faxes and emails.

8 7.4.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
9 promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later
10 than five (5) days after the expiration of the deadline for submitting Requests for Exclusion,
11 the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the
12 names and other identifying information of Class Members who have timely submitted valid
13 Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of
14 Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all
15 Requests for Exclusion from Settlement submitted to the Administrator (whether valid or
16 invalid).

17 7.4.3 Weekly Reports. The Administrator must, on a weekly basis, provide written
18 reports to Class Counsel and Defense Counsel that, among other things, tally the number of:
19 Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
20 Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks
21 and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments
22 and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include or
23 provide the Administrator's assessment of the validity of Requests for Exclusion and attach
24 copies of all Requests for Exclusion and objections received.

25 7.4.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to
26 address and make final decisions consistent with the terms of this Agreement on all challenges
27 over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be
28 final and not appealable or otherwise susceptible to challenge.

1 7.4.5 Administrator's Declaration. Not later than fourteen (14) days before the date by
2 which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the
3 Administrator will provide to Class Counsel and Defense Counsel a signed declaration
4 suitable for filing in Court attesting to its due diligence and compliance with all of its
5 obligations under this Agreement, including, but not limited to, its mailing of Class Notices,
6 the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate
7 Class Members, the total number of Requests for Exclusion from Settlement it received (both
8 valid or invalid), the number of written objections and attach the Exclusion List. The
9 Administrator will supplement its declaration as needed or requested by the Parties and/or the
10 Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

11 7.4.6 Final Report by Settlement Administrator. Within ten (10) days after the
12 Administrator disburses all funds in the Gross Settlement Amount, the Administrator will
13 provide Class Counsel and Defense Counsel with a final report detailing its disbursements by
14 employee identification number only of all payments made under this Agreement. At least
15 fifteen (15) days before any deadline set by the Court, the Administrator will prepare, and
16 submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court
17 attesting to its disbursement of all payments required under this Agreement. Class Counsel is
18 responsible for filing the Administrator's declaration in Court.

19 **8. ADMINISTRATION OF THE SETTLEMENT**

20 8.1 Transfer of Class Data. Not later than forty-five (45) days after the Court grants
21 Preliminary Approval of the Settlement, Defendant will transmit the Class Data to the Administrator,
22 in a format acceptable to the Administrator. To protect Class Members' privacy rights, the
23 Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of
24 this Settlement and for no other purpose, and restrict access to the Class Data to Administrator
25 employees who need access to the Class Data to effect and perform under this Agreement. Defendant
26 shall promptly notify Class Counsel if it discovers that the Class Data omitted class member
27 identifying information and to provide corrected or updated Class Data to the Administrator as soon
28 as reasonably feasible. Without any extension of the deadline by which Defendant must send the

1 Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in
2 good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data (in
3 the event any such missing or omitted information materializes).

4 8.2 Notice to Class Members.

5 8.2.1 No later than fourteen (14) days after receipt of the Class Data, the Administrator
6 shall provide Class Counsel and Defense Counsel the total number of Class Members, PAGA
7 Members, Workweeks, and Pay Periods in the Class Data.

8 8.2.2 Using best efforts to perform as soon as possible, and in no event later than thirty
9 (30) days after receiving the Class Data, the Administrator will send to all Class Members
10 identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the
11 Class Notice, substantially in the form attached to this Agreement as Exhibit A. Before
12 mailing Class Notices, the Administrator shall update Class Member addresses using the
13 National Change of Address database.

14 8.2.3 Not later than seven (7) days after the Administrator's receipt of any Class Notice
15 returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using
16 any forwarding address provided by the USPS. If the USPS does not provide a forwarding
17 address, the Administrator shall conduct a Class Member Address Search, and re-mail the
18 Class Notice to the most current address obtained. The Administrator has no obligation to
19 make further attempts to locate or send Class Notice to Class Members whose Class Notice is
20 returned by the USPS a second time.

21 8.2.4 The deadlines for Class Members' written objections, challenges to Workweeks
22 and/or Pay Periods, and Requests for Exclusion from the Settlement shall be sixty (60) days
23 from the date the Class Notices are mailed, with all of those deadlines being extended by an
24 additional 14 days beyond the 60 days for all Class Members whose Class Notice is re-mailed.
25 The Administrator will inform the Class Member of the extended deadline with the re-mailed
26 Class Notice.

27 8.2.5 If the Administrator, Defendant, or Class Counsel is contacted by or otherwise
28 discovers any persons who believe they should have been included in the Class Data and

1 should have received a Class Notice, the Parties will expeditiously meet and confer in good
2 faith in an effort to agree on whether to include them as Class Members. If the Parties agree,
3 such persons will be Class Members who are entitled to the same rights as other Class
4 Members, and the Administrator will send, via email or overnight delivery, a Class Notice
5 requiring them to exercise options under this Agreement not later than fourteen (14) days after
6 receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7 **8.3 Requests for Exclusions (Opt-Outs).**

8 8.3.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement
9 must send the Administrator, by fax, email, or mail, a signed and valid written Request for
10 Exclusion not later than sixty (60) days after the Administrator mails the Class Notice (plus
11 an additional fourteen (14) days for Class Members whose Class Notice is re-mailed). A
12 Request for Exclusion is a letter from a Class Member or their representative that reasonably
13 and clearly communicates the Class Member's election to be excluded from the Settlement
14 and includes the Class Member's name, address and email address or telephone number. To
15 be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the
16 Response Deadline.

17 8.3.2 Every Class Member who does not submit a timely and valid Request for
18 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all
19 benefits and bound by all terms and conditions of the Settlement, including the release of
20 claims set forth in Section 5.2 of this Agreement, regardless of whether the Participating Class
21 Member actually receives the Class Notice or objects to the Settlement.

22 8.3.3 Every Class Member who submits a valid and timely Request for Exclusion is a
23 Non-Participating Class Member and shall not receive an Individual Class Payment or have
24 the right to object to the class action components of the Settlement. Because PAGA claims
25 are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members
26 who are PAGA Members are deemed to release the claims identified in Section 5.3 of this
27 Agreement and are eligible for an Individual PAGA Payment.

28 **8.4 Challenges to Calculation of Workweeks.** Each Class Member shall have 60 days

1 after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose
2 Class Notice is re-mailed) to challenge the number of Class Workweeks and/or PAGA Pay Periods
3 allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation
4 by communicating with the Administrator via fax, email or mail. The Administrator must encourage
5 the challenging Class Member to submit supporting documentation. In the absence of any contrary
6 documentation, the Administrator is entitled to presume that the Workweeks contained in the Class
7 Notice are correct so long as they are consistent with the Class Data. The Administrator's
8 determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and
9 not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies
10 of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class
11 Counsel and the Administrator's determination of the challenges.

12 8.5 Objections to Settlement.

13 8.5.1 Only Participating Class Members may object to the class action components of
14 the Settlement and/or this Agreement, including contesting the fairness of the Settlement,
15 and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation
16 Expenses Payment and/or Class Representative Service Payment.

17 8.5.2 Participating Class Members must send any written objections to the
18 Administrator, Class Counsel, and Defense Counsel, by fax, email, or mail within sixty (60)
19 days of the Class Notices being mailed (or within an additional fourteen (14) days if the Class
20 Member's Class Notice was re-mailed). In the alternative, Participating Class Members may
21 appear in Court (or hire an attorney to appear in Court) to present verbal objections at the
22 Final Approval Hearing. However, if a Participating Class Member plans to appear at the Final
23 Approval Hearing, the Participating Class Member or their attorney shall provide the Court
24 with reasonable advance notice of their intention to appear at the hearing.

25 8.5.3 Non-Participating Class Members have no right to object to any of the class action
26 components of the Settlement.

27 8.6 Timing of Payments from Gross Settlement Amount. Within thirty (30) days after
28 Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual

1 Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration
2 Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment,
3 and the Class Representative Service Payments. Disbursement of the Class Counsel Fees Payment,
4 the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall
5 not precede disbursement of Individual Class Payments and Individual PAGA Payments.

6 8.7 Mailing of Settlement Checks.

7 8.7.1 The Administrator will issue checks for Individual Class Payments and Individual
8 PAGA Payments and send them to Class Members via First Class U.S. Mail, postage prepaid.
9 The face of each check shall prominently state the date, not less than 180 days after the date
10 of mailing, when the check will be voided. The Administrator will cancel checks not cashed
11 by the void date. The Administrator will send checks for Individual Settlement Payments to
12 all Participating Class Members, including those for whom Class Notice was returned
13 undelivered. The Administrator will send checks for Individual PAGA Payments to all PAGA
14 Members including Non-Participating Class Members who qualify as PAGA Members,
15 including those for whom Class Notice was returned undelivered. The Administrator may
16 send Participating Class Members a single check combining the Individual Class Payment and
17 Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must
18 update the recipients' mailing addresses using the National Change of Address Database.

19 8.7.2 The Administrator must conduct a Class Member Address Search for all other
20 Class Members whose checks are returned undelivered without USPS forwarding address.
21 Within seven (7) days of receiving a returned check the Administrator must re-mail checks to
22 the USPS forwarding address provided or to an address ascertained through the Class Member
23 Address Search. The Administrator need not take further steps to deliver checks to Class
24 Members whose re-mailed checks are returned as undelivered. The Administrator shall
25 promptly send a replacement check to any Class Member whose original check was lost or
26 misplaced, requested by the Class Member prior to the void date.

27 8.7.3 For any Class Member whose Individual Class Payment check or Individual
28 PAGA Payment check is uncashed and cancelled after the void date, including if the check is

1 returned as undelivered and no forwarding address can be located after reasonable efforts have
2 been made, the Administrator shall transmit the funds represented by such checks to the
3 California Controller's Unclaimed Property Fund in the name of the Class Member.

4 8.7.4 The Individual Class Payments and Individual PAGA Payments shall not obligate
5 Defendant to confer any additional benefits or make any additional payments to Class
6 Members (e.g., 401(k) contributions or bonuses) beyond those specified in this Agreement.

7 8.8 Use and Return of Class Data. Information provided to Class Counsel and all copies
8 and summaries of the Class Data provided to Class Counsel by Defendant in connection with the
9 mediation, other settlement negotiations, or in connection with the Settlement, may be used only with
10 respect to this Settlement, and no other purpose, and may not be used in any way that violates any
11 existing agreement, statute, or rule of court. Not later than twenty (20) days after the Court discharges
12 the Administrator's obligation to provide a declaration confirming the final pay out of all Settlement
13 funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant
14 unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written
15 request to Class Counsel for the return, rather than the destruction, of Class Data. To the extent
16 permitted by law, all agreements made, and orders entered during the Lawsuits and in this Agreement
17 relating to the confidentiality of information shall survive the execution of this Agreement.

18 **9. FINAL APPROVAL OF SETTLEMENT AND RELATED REQUIREMENTS**

19 9.1 Final Approval Hearing. Not later than thirty-five (35) days before the calendared
20 Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that
21 includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a
22 proposed order granting Final Approval and a proposed Judgment (collectively "Motion for Final
23 Approval"). Plaintiff shall provide a draft of the motion for final approval to Defense Counsel not
24 later than ten (10) days prior to filing the Motion for Final Approval, except that Plaintiff shall provide
25 the proposed order granting Final Approval and proposed Judgment to Defense Counsel not later than
26 thirty (30) days after all parties have executed this Agreement. Class Counsel and Defense Counsel
27 must agree upon the content of the Motion for Final Approval and related papers before they can be
28 submitted to the Court, and they will expeditiously meet and confer in good faith to resolve any

disagreements concerning any aspect of the Motion for Final Approval, including, but not limited to, the Final Approval order and Judgment.

9.2 Motion Requesting Class Representative Service Payments. Not later than the date set by the Court or in the alternative other timeframe required by the Federal Rules of Civil Procedure, the Class Representatives, acting through Class Counsel, will file a motion requesting Plaintiffs' Class Representative Service payments in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) to each Plaintiff for their service as a named plaintiff and provision of a general release. Defendant will not oppose the motion, which shall be set for hearing on the same date and time as the Final Approval Hearing, unless otherwise ordered by the Court.

9.3 Motion Requesting Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. Not later than the date set by the Court or in the alternative other timeframe required by the Federal Rules of Civil Procedure, Class Counsel will file a motion requesting the Class Counsel Fees Payment in an amount not to exceed One Million Two Hundred Eight Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$1,208,333.33) and Class Counsel Litigation Expenses Payment in an amount not to exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00). Defendant will not oppose the motion, which shall be set for hearing on the same date and time as the Final Approval Hearing, unless otherwise ordered by the Court.

9.4 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member or anyone else, including the right to file responsive documents in Court at least five (5) court days before the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

9.5 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members and/or PAGA Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within

the meaning of this paragraph.

9.6 Notice of Settlement to State and Federal Officials (CAFA Notices & PAGA Notice).

Within ten (10) days of receiving notice of filing of a motion for preliminary approval of this Stipulation, Defendant shall serve the CAFA Notice of this Stipulation on the appropriate federal and state officials, as required by 28 U.S.C. § 1715(b). In addition, Class Counsel shall timely and promptly serve any and all documents required to be provided in connection with a PAGA claim (see, e.g., California Labor Code § 2699(l)) on the appropriate agent, division, or department of the State of California. Among other things, this means that at the same time it files the Motion for Preliminary Approval (i.e., on that date or before) Class Counsel shall notify the LWDA of the Settlement and take all other steps necessary to ensure a complete dismissal with prejudice of the Released PAGA Claims in the Lawsuits (i.e., the Alvarado Action and Titus Action) and Aguirre PAGA Action.

9.7 Dismissal of All Claims in the Two Lawsuits With Prejudice. All of the claims alleged

in the Titus Action and Alvarado Action were included in the consolidated Second Amended Complaint filed in the Alvarado Action on March 20, 2024. It is therefore understood and agreed by the Parties that, as a material condition of this Settlement, all of the claims in the two Lawsuits shall be dismissed with prejudice as of the Effective Date of the Settlement.

9.8 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment,

the Court will retain jurisdiction over the Parties, the Alvarado Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10. APPEAL CONSIDERATIONS

10.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and

conditions of this Agreement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be

suspended until such time as the appeal is finally resolved and the Judgment becomes Final.

10.2 Timely Appeal from the Judgment. In the event of a timely appeal from the Judgment, the Judgment shall be stayed, and the Gross Settlement Amount shall not become due or be distributed to Participating Class Members, Plaintiffs, or Class Counsel, and the actions required by this Agreement shall not take place until all appeal rights have been exhausted by operation of law.

10.3 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If a reviewing court vacates, reverses, or materially modifies the Judgment (including, but not limited to, the scope of release to be granted by Class Members and/or PAGA Members), and the reviewing court's material modifications are not completely reversed upon review by a higher court, then the Parties will each have the right to render this Agreement null and void. The Party voiding this Agreement must do so by giving written notice to the other Parties, the reviewing court, and the Court no later than 21 days after the reviewing court's decision vacating, reversing, or materially modifying the Judgment. A decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment, any payments to Class Counsel (i.e., the Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment), and/or Administrator Expenses Payment shall not constitute a material modification of the Judgment within the scope of this paragraph (meaning that such a decision shall not be a basis to void the Agreement).

11. DEFENDANT'S RIGHT TO RESCIND

If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendant may, at its election, rescind the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement. Defendant must notify Class Counsel and the Court of its election to withdraw not later than fourteen (14) days after the Administrator sends the final Exclusion List to Defense Counsel

12. NULLIFICATION OF THIS AGREEMENT

12.1 If (a) Defendant rescinds the Settlement pursuant to Section 11 of this Agreement, or (b) the Court, for any reason, declines to approve this Agreement in the form agreed to by the Parties and the change is deemed by either Party to be material, either in connection with the Motion for

1 Preliminary Approval or Motion for Final Approval, or (c) the Court, for any reason, fails to enter a
2 judgment and dismissal with prejudice of the Alvarado Action (including, but not limited to, all of the
3 claims in the Second Amended Complaint), then the Agreement, Settlement, and conditional class
4 certification will automatically become null and void (other than the provisions in this Agreement
5 relating to confidentiality and the use and return of class data) without any act or deed by any Party.
6 Additionally, the Agreement (and of any act performed or document executed pursuant to or in
7 furtherance of the Agreement), the fact that the Parties stipulated to a Class for settlement purposes,
8 and the fact that the Court granted certification of the Class for settlement purposes, will be
9 inadmissible evidence in any subsequent proceeding in the Lawsuits, Aguirre Actions, or elsewhere.
10 Put another way, neither the Settlement, class certification, nor any of the related negotiations or
11 proceedings, shall be of any force or effect, and all parties to the Settlement shall stand in the same
12 position, without prejudice, as if the Settlement had been neither entered into nor filed with the Court.
13 Notwithstanding the foregoing, the Parties may attempt in good faith to cure any perceived defects in
14 the Agreement to facilitate approval.

15 12.2 A modification by the Court of Plaintiffs' Class Representative Service Payments,
16 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administrator
17 Expenses Payment shall not constitute a nullification or invalidation of any material portion of the
18 Settlement.

19 12.3 In the event the Court declines to approve this Agreement in the form agreed to by the
20 Parties, the Parties will be equally responsible for all charges incurred by the Administrator as of the
21 time the Settlement is rejected. This paragraph shall not apply if Defendant exercises its right to
22 rescind pursuant to Section 11 of this Agreement.

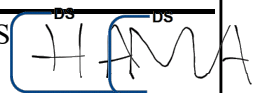
23 12.4 In the event Defendant exercises its right to rescind pursuant to Section 11 of this
24 Agreement, Defendant will be responsible for all reasonable charges incurred by the Administrator
25 up to the time the right to rescind is exercised.

26 **13. ADDITIONAL PROVISIONS**

27 13.1 Non-Admission. Nothing in this Agreement shall be construed to be or deemed an
28 admission by Defendant or of any of the other Released Parties of any liability, culpability,

negligence, or wrongdoing toward the Class Representatives, Class Members, PAGA Members, or any other person. Defendant specifically disclaims any liability, culpability, negligence, or wrongdoing toward the Class Representatives, Class Members, PAGA Members, or any other person. Each Party has entered into this Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and contingencies. Nothing herein shall constitute any admission by Defendant or any of the other Released Parties of wrongdoing or liability, or of the truth of any factual allegations in the Lawsuits or any other action or legal proceeding of any kind. Nothing herein shall constitute an admission by Defendant that the Lawsuits were properly brought as a class or representative action other than for settlement purposes only. To the contrary, Defendant has denied and continues to deny each and every material factual allegation and alleged claim asserted in the Lawsuits; it also denies that certification is proper in the context of litigation and that a representative action is manageable. To this end, the Settlement of the Lawsuits, the negotiation and execution of this Agreement, and all acts performed or documents executed pursuant to or in furtherance of this Agreement or the Settlement are not, shall not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability on the part of Defendant or of the truth of any of the factual allegations in the complaints in the Lawsuits or any other action, and are not, shall not be deemed to be, and may not be used as, an admission or evidence of any fault or omission on the part of Defendant in any civil, criminal or administrative proceeding in any court, administrative agency, arbitration proceeding, or other tribunal of any kind.

13.2 Confidentiality of Agreement. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, other than necessary disclosures made to the Court, they and each of them will not disclose, disseminate and/or publicize (e.g., to media, press, and/or on any website), or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in the Aguirrie Actions; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; (4) to enforce the terms of this Agreement (including, but not limited to, enforcing



1 release portions of this Agreement against any Participating Class Member and/or PAGA Member)
2 or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each
3 Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or
4 subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel
5 separately agree not to, directly or indirectly, initiate any conversation or other communication, before
6 the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or
7 the matters giving rise to this Agreement except to respond only that "the matter was resolved," or
8 words to that effect. This paragraph does not restrict Class Counsel's communications with Class
9 Members in accordance with Class Counsel's ethical obligations owed to Class Members.

10 13.3 No Solicitation. The Parties separately agree that they and their respective counsel
11 and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
12 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to
13 communicate with Class Members in accordance with Class Counsel's ethical obligations owed to
14 Class Members.

15 13.4 Integrated Agreement. Upon execution by all Parties and their counsel, this
16 Agreement and its attached exhibit shall constitute the entire agreement between the Parties relating
17 to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements
18 made to or by any Party. No rights under this Agreement may be waived except in writing.

19 13.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
20 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
21 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its
22 terms, and to execute any other documents reasonably required to effectuate the terms of this
23 Agreement including any amendments to this Agreement.

24 13.6 Cooperation. The Parties and their counsel will cooperate with each other and use
25 their best efforts, in good faith, to implement the Settlement by, among other things, modifying the
26 Settlement Agreement, submitting supplemental evidence, and supplementing points and authorities
27 as requested by the Court. In the event the Parties are unable to agree upon the form or content of any
28 document necessary to implement the Settlement, or on any modification of the Agreement that may

1 become necessary to implement the Settlement, the Parties will seek the assistance of Mediator Eve
2 Wagner and/or the Court for resolution; provided, however, that neither Party shall be forced to agree
3 to any modification of the Settlement that is material to it. That said, a decision to modify the amount
4 of the Class Representative Service Payment, any payments to Class Counsel (i.e., the Class Counsel
5 Fees Payment and/or Class Counsel Litigation Expenses Payment), and/or Administrator Expenses
6 Payment shall not constitute a material modification within the scope of this paragraph (meaning that
7 such a decision shall not be a basis to void the Agreement).

8 13.7 No Prior Assignments. The Parties separately represent and warrant that they have
9 not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
10 encumber to any person or entity and portion of any liability, claim, demand, action, cause of action,
11 or right released and discharged by the Party in this Settlement.

12 13.8 No Tax Advice. Neither Plaintiffs, Class Counsel, Defendant nor Defense Counsel
13 are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
14 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part
15 10, as amended) or otherwise.

16 13.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,
17 modified, changed, or waived only by an express written instrument signed by all Parties or their
18 representatives, and approved by the Court. Further, this Agreement may not be discharged except
19 by performance in accordance with its terms as approved by the Court or by a writing signed by the
20 Parties.

21 13.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure
22 to the benefit of the Parties and their respective heirs, trustees, executors, administrators, successors
23 and assigns.

24 13.11 Applicable Law. All terms and conditions of this Agreement and the attached exhibit
25 will be governed by and interpreted according to the internal laws of the State of California, without
26 regard to conflict of law principles.

27 13.12 Joint Drafters. This Agreement is a result of lengthy arms-length negotiations between
28 the Parties. The Parties have cooperated in the drafting and negotiation of this Agreement. This

Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

13.13 Attorneys' Fees, Costs, and Expenses. Except as otherwise specifically provided for herein, each Party shall bear their own attorneys' fees, costs and expenses, taxable or otherwise, incurred by them in, or arising out of, the Lawsuits. The Parties shall not seek reimbursement of their attorneys' fees, costs and expenses from any other party to this Agreement.

13.14 Headings. The description heading of any section or paragraph of this Agreement is inserted for convenience of reference only and in no way defines, limits, extends, or describes the scope of this Agreement or any of its provisions.

13.15 Notices. Unless otherwise specifically provided by this Agreement, all notices, demands or other communications given under this Agreement will be in writing and be deemed to have been duly given as of the fifth business day after mailing by United States registered or certified mail, return-receipt requested, or as of the first business day after deposit with an overnight delivery service, addressed as follows:

To Hector Alvarado

And Mikey Amaya:

Joseph Lavi, Esq.

LAVI & EBRAHIMIAN, LLP

8889 W. Olympic Blvd., Suite 200

Beverly Hills, CA 90211

Tel: 310.432.0000

Email: jlavi@lelawfirm.com

To Justin Titus:

Robert J. Wasserman, Esq.

MAYALL HURLEY P.C.

2453 Grand Canal Boulevard

Stockton, CA 95207-8253

Tel: 209.477.3833

Email: rwassermann@mayallaw.com

To Oak Harbor Freight Lines, Inc.:

Drew R. Hansen, Esq.

NOSSAMAN LLP

18101 Von Karman Ave., Suite 1800

Irvine, CA 92612

Tel: 949.833.7800

Email: dhansen@nossaman.com

13.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (e.g., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves


signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

13.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the Lawsuits shall continue to be stayed, except to effectuate the terms of this Agreement.

THE PARTIES TO THIS AGREEMENT HAVE READ THE FOREGOING AGREEMENT AND FULLY UNDERSTAND EACH AND EVERY PROVISION CONTAINED HEREIN. WHEREFORE, THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATES SHOWN BELOW.

Date: April 19, 2024


DocuSigned by:


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HECTOR ALVARADO
Plaintiff

Date: April 17, 2024

DocuSigned by:


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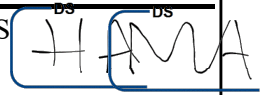
MIKEY AMAYA
Plaintiff

Date: _____

JUSTIN TITUS
Plaintiff

Date: _____

OAK HARBOR FREIGHT LINES, INC.
By:
Defendant



signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

13.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the Lawsuits shall continue to be stayed, except to effectuate the terms of this Agreement.

THE PARTIES TO THIS AGREEMENT HAVE READ THE FOREGOING AGREEMENT AND FULLY UNDERSTAND EACH AND EVERY PROVISION CONTAINED HEREIN. WHEREFORE, THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATES SHOWN BELOW.

Date: _____

HECTOR ALVARADO
Plaintiff

Date: _____

MIKEY AMAYA
Plaintiff

Date: 4/17/2024

DocuSigned by:

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JUSTIN TITUS
Plaintiff

Date: _____

OAK HARBOR FREIGHT LINES, INC.
By:
Defendant

signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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Date: _____

HECTOR ALVARADO
Plaintiff

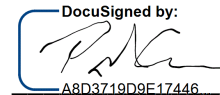
Date: _____

MIKEY AMAYA
Plaintiff

Date: _____

JUSTIN TITUS
Plaintiff

Date: 4/19/2024

DocuSigned by:

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OAK HARBOR FREIGHT LINES, INC.
By: Paul Graves
Defendant

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Approved as to Form only:

Date: April 22, 2024

DocuSigned by:
Joseph Lavi
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Joseph Lavi, Esq.
Attorneys for Hector Alvarado and Mikey Amaya

Date:

Robert J. Wasserman, Esq.
Attorneys for Justin Titus

Date:

Drew R. Hansen, Esq.
Attorneys for Oak Harbor Freight Lines, Inc.

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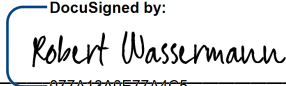
Approved as to Form only:

Date: _____

Date: 4/17/2024

Date: _____

Joseph Lavi, Esq.
Attorneys for Hector Alvarado and Mikey Amaya

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Robert J. Wasserman, Esq.
Attorneys for Justin Titus

Drew R. Hansen, Esq.
Attorneys for Oak Harbor Freight Lines, Inc.

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Approved as to Form only:


Date: _____

Joseph Lavi, Esq.
Attorneys for Hector Alvarado and Mikey Amaya

Date: _____

Robert J. Wasserman, Esq.
Attorneys for Justin Titus

Date: 4/19/2024

DocuSigned by:

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Drew R. Hansen, Esq.
Attorneys for Oak Harbor Freight Lines, Inc.

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EXHIBIT A

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

The United States District Court for the Northern District of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from a putative class action and alleged PAGA representative action lawsuit entitled *Hector Alvarado, Mikey Amaya, and Justin Titus v. Oak Harbor Freight Lines, Inc.* ("Action") for alleged wage and hour violations. The Action was filed by Hector Alvarado, Mikey Amaya, and Justin Titus ("Plaintiffs") and seeks payment of (1) back wages and other relief for two proposed settlement classes of hourly, non-exempt driver and nondriver employees (collectively, "Class Members") who worked for Oak Harbor Freight Lines, Inc. (the "Company") during the Class Period for Drivers from May 27, 2017 to October 2, 2023 and/or during the Class Period for Nondrivers from September 11, 2013 to October 2, 2023 and (2) penalties under the California Private Attorney General Act ("PAGA") for all hourly, non-exempt employees who worked for the Company during the PAGA Period for Drivers from May 27, 2017 to October 2, 2023 and/or during the PAGA Period for Nondrivers from August 25, 2016 to October 2, 2023 ("PAGA Members").

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

Based on the Company's records, and the Parties' current assumptions:

Your Individual Driver Class Payment is estimated to be \$ [REDACTED] (less withholding).
Your Individual Nondriver Class Payment is estimated to be \$ [REDACTED] (less withholding).
Your Individual PAGA Payment is estimated to be \$ [REDACTED].

The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual Driver Class Payment, Individual Nondriver Class Payment, or Individual PAGA Payment, then according to the Company's records you are not eligible for the specific payment under the Settlement because you did not work as either a driver or nondriver during the Class Periods or did not work as a driver or nondriver during the PAGA Periods.)

The above estimates are based on the Company's records showing that:

You worked [REDACTED] workweeks as a driver during the Driver Class Period.
You worked [REDACTED] workweeks as a nondriver during the Nondriver Class Period.
You worked [REDACTED] workweeks during the PAGA Period.

If you believe that you worked more workweeks during any period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The

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

If you worked for the Company during the Driver Class Period, Nondriver Class Period, and/or the PAGA Period, you have two basic options under the Settlement:






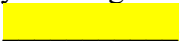
(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Driver Class Payment, Individual Nondriver Class Payment, and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class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

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

The Company will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<p>You Don't Have to Do Anything to Participate in the Settlement</p>	<p>If you do nothing and the Settlement is approved and becomes Final, you will be a Participating Class Member, eligible for an Individual Driver Class Payment, Individual Nondriver Class Payment, and/or an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against the Company that are covered by this Settlement (Released Claims).</p>
--	---

<p>You Can Opt-out of the Class Settlement but not the PAGA Settlement</p> <p>The Opt-out Deadline is </p>	<p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Driver/Nondriver Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. The Company, if the Settlement is approved and becomes Final, must pay Individual PAGA Payments to all PAGA Members and the PAGA Members must give up their rights to pursue Released Claims (defined below).</p>
<p>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</p> <p>Written Objections Must be Submitted by </p>	<p>All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed class Settlement, but not the PAGA Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.</p>
<p>You Can Participate in the  Final Approval Hearing</p>	<p>The Court's Final Approval Hearing is scheduled to take place on . You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.</p>
<p>You Can Challenge the Calculation of Your Workweeks/Pay Periods</p> <p>Written Challenges Must be Submitted by </p>	<p>The amount of your Individual Driver Class Payment, Individual Nondriver Class Payment, and/or PAGA Payment (if any) depends on how many workweeks you worked at least one day during the Driver Class Period and/or Nondriver Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Driver/Nondriver Class Period Workweeks and number of PAGA Period Pay Periods you worked according to the Company's records is stated on the first page of this Notice. If you disagree with any of these numbers, you must challenge it by . See Section 4 of this Notice.</p>

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former Company employees. The Action alleges that the Company violated various provisions of the California Labor Code by failing to pay minimum and overtime wages, sick wages, wages due upon termination, wages due each pay period (including for non-driving tasks), and reimbursable expenses, as well as failing to provide one day of rest per workweek, legally compliant meal and rest periods, and accurate itemized wage statements and payroll records. Based on the same claims, Plaintiffs have also asserted claims for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”), as well as claims under California’s Business and Professions Code §§ 17200, et seq.

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

So far, the Court has made no determination whether the Company or Plaintiffs are correct on the merits and the Company denies all of the Action’s allegations. In the meantime, Plaintiffs and the Company hired a neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and the Company have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, the Company does not admit any violations or concede the merit of any claims.

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

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

- a. The Company Will Pay \$3,625,000.00 as the Gross Settlement Amount (Gross Settlement). The Company has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Driver Class Payments, Individual Nondriver Class Payments, Individual PAGA Payments, Class Representative Award, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, all employer-side tax withholdings, and alleged civil penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, the Company will fund the Gross Settlement not more than 60 days after the Judgment entered by the Court becomes completely Final.
- b. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- i. Up to \$1,208,333.33 (One Third of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$20,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- ii. Up to \$10,000 as a Class Representative Award to each of the three named Plaintiffs (up to \$30,000 total) for filing the Action, working with Class Counsel and representing the settlement Class. A Class Representative Award will be the only monies each named Plaintiff will receive other than their respective Plaintiff's Individual Driver and/or Nondriver Class Payments and any Individual PAGA Payment.
- iii. Up to \$20,000 to the Administrator for services administering the Settlement.
- iv. All employer-side tax withholdings;
- v. Up to \$100,000 for the PAGA Settlement, allocated 75% to the LWDA (i.e., the LWDA PAGA Payment) and 25% as Individual PAGA Payments to the PAGA Members based on their PAGA Period Pay Periods.

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

- c. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Driver and/or Nondriver Class Payments to Participating Class Members based on their Driver and/or Nondriver Class Period Workweeks.
- d. Taxes Owed on Payments to Class Members. The Settlement shall be broken down as follows: 20% ("Wage Portion") of each Individual Class Payment to taxable wages and 80% ("Non-Wage Portion") to alleged penalties and interest. The Wage Portion is subject to withholding and will be reported on IRS W-2 Forms. The employer-side payroll taxes on the Wage Portion will be deducted from the Gross Settlement as provided above in Section 3(b)(iv). The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

- e. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Driver/Nondriver Class Payments and Individual PAGA Payments will

show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check are sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

- f. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than the Response Deadline of [REDACTED], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline. The Request for Exclusion should be a letter from the Class Member or his/her representative setting forth the Class Member's name, present address, telephone number or email address, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Driver or Nondriver Class Payments but will preserve their rights to personally pursue wage and hour claims against the Company.
- g. You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments if they worked for the Company during the applicable PAGA Period and are required to give up their right to assert PAGA claims against the Company based on the PAGA Period allegations in the Action.
- h. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and the Company have agreed that, in either case, the Settlement will be void: the Company will not pay any money and Class Members will not release any claims against the Company.
- i. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
- j. Participating Class Members' Release. After the Judgment is completely Final and the Company has fully funded the Gross Settlement, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the Company or related entities for wages based on the Class Period allegations and PAGA penalties based on PAGA Period allegations, as alleged in the Action and resolved by this Settlement.

1 The Participating Class Members of the Driver Class will be bound by the following
2 release:

3 Each and every Participating Class Member of the Driver Class, on behalf of
4 themselves and their former and present representatives, agents, attorneys, heirs,
5 administrators, successors, and assigns, hereby relinquishes, releases, discharges,
6 waives, and agrees to hold harmless Defendant and all of the other Released Parties,
7 and each of them, from any and all claims that arose or originated from May 27, 2017
8 up through and including October 2, 2023 that were asserted against Defendant, or
9 could have been asserted against Defendant and/or the other Released Parties based on,
10 arising out of, or relating to the facts or allegations set forth, in any of the complaints
11 in the Lawsuits (as defined in the Agreement) and Aguirrie Actions (which term is also
12 defined in the Agreement), including, but not necessarily limited to, all claims alleged
13 against Defendant in the operative Second Amended Complaint filed in the Alvarado
14 Action ("Claims Released By Participating Class Members Of The Driver Class").
15 Among other things, the Claims Released By Participating Class Members Of The
16 Driver Class include, but are not limited to, claims based upon or arising under
California Labor Code §§ 201, 202, 203, 204, 210, 218, 218.5, 218.6, 223, 226, 226.2,
226.3, 226.7, 233, 246 et seq., 246.5, 248.5, 256, 510, 512, 551, 552, 558, 1174, 1174.5,
1182.12 et seq., 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, 2698, 2699 et seq.,
2699.3, and 2699.5, California Business & Professions Code §§ 17200 et seq., Cal.
Code Regs., tit. 8, §§ 11010 et seq., all IWC Wage Orders (including, but not limited
to, IWC Wage Order Nos. 4-2001 and 9-2001), 49 U.S.C. §§ 5103 et seq., 49 C.F.R. §
397.59, 49 C.F.R. § 397.5, 49 U.S.C. § 397.1, 49 C.F.R. § 177.823, 29 U.S.C. §§ 201
et seq., 29 C.F.R. §§ 778 et seq., 29 U.S.C. §§ 207 et seq., California Civil Code §§
3287 and 3289, and California Code of Civil Procedure § 1021.5.

17 Without limiting any of the foregoing, it is hereby stipulated that the Claims Released
18 By Participating Class Members Of The Driver Class is intended to include, and does
19 include, any and all claims and remedies asserted or sought against Defendant, or that
20 could have been asserted or sought against Defendant or the other Released Parties
21 based on the facts or allegations pled, in any of the complaints in the Lawsuits and
22 Aguirrie Actions that occurred or arose during the Class Period for Drivers, including
23 the first date and last date thereof and every date in between. Subject to the terms and
24 conditions of this Agreement and upon Final Approval of this Agreement, all such
25 claims and causes of action, damages, and other remedies (including, but not limited
26 to, wages of any kind, premium compensation, bonuses, penalties, statutory penalties,
27 civil penalties, waiting time penalties, damages, liquidated damages, statutory
28 damages, restitution, disgorgement, reimbursement, interest, attorney fees, litigation
costs, injunctive relief, declaratory relief, or any other equitable, monetary, or legal
relief of any kind or nature whatsoever) allegedly due and owing to Participating Class
Members of the Driver Class by virtue of or related to any of the claims, facts or
allegations pled in any of the complaints in the Lawsuits and the Aguirrie Actions are
deemed to be fully and finally resolved and are to be dismissed, with prejudice, as part
of the entry of Judgment as to each and every Participating Class Member of the Driver
Class.

1 The Participating Class Members of the Nondriver Class will be bound by the following
2 release:

3 Each and every Participating Class Member of the Nondriver Class, on behalf of
4 themselves and their former and present representatives, agents, attorneys, heirs,
5 administrators, successors, and assigns, hereby relinquishes, releases, discharges,
6 waives, and agrees to hold harmless Defendant and all of the other Released Parties,
7 and each of them, from any and all claims that arose or originated from September 11,
8 2013 up through and including October 2, 2023 that were asserted against Defendant,
9 or could have been asserted against Defendant and/or the other Released Parties based
10 on, arising out of, or relating to the facts or allegations set forth, in any of the complaints
11 in the Lawsuits and Aguirrie Actions, including, but not necessarily limited to, all
12 claims alleged against Defendant in the operative Second Amended Complaint filed in
13 the Alvarado Action ("Claims Released By Participating Class Members Of The
14 Nondriver Class"). Among other things, the Claims Released By Participating Class
15 Members Of The Nondriver Class include, but are not limited to, claims based upon or
16 arising under California Labor Code §§ 201, 202, 203, 204, 210, 218, 218.5, 218.6,
17 223, 226, 226.2, 226.3, 226.7, 233, 246 et seq., 246.5, 248.5, 256, 510, 512, 551, 552,
18 558, 1174, 1174.5, 1182.12 et seq., 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802,
19 2698, 2699 et seq., 2699.3, and 2699.5, California Business & Professions Code §§
20 17200 et seq., Cal. Code Regs., tit. 8, §§ 11010 et seq., all IWC Wage Orders
21 (including, but not limited to, IWC Wage Order Nos. 4-2001 and 9-2001), 49 U.S.C.
22 §§ 5103 et seq., 49 C.F.R. § 397.59, 49 C.F.R. § 397.5, 49 U.S.C. § 397.1, 49 C.F.R. §
23 177.823, 29 U.S.C. §§ 201 et seq., 29 C.F.R. §§ 778 et seq., 29 U.S.C. §§ 207 et seq.,
24 California Civil Code §§ 3287 and 3289, and California Code of Civil Procedure §
25 1021.5.

26 Without limiting any of the foregoing, it is hereby stipulated that the Claims Released
27 By Participating Class Members Of The Nondriver Class is intended to include, and
28 does include, any and all claims and remedies asserted or sought against Defendant, or
that could have been asserted or sought against Defendant or the other Released Parties
based on the facts or allegations pled, in any of the complaints in the Lawsuits and
Aguirrie Actions that occurred or arose during the Class Period for Nondrivers,
including the first date and last date thereof and every date in between. Subject to the
terms and conditions of this Agreement and upon Final Approval of this Agreement,
all such claims and causes of action, damages, and other remedies (including, but not
limited, to wages of any kind, premium compensation, bonuses, penalties, statutory
penalties, civil penalties, waiting time penalties, damages, liquidated damages,
statutory damages, restitution, disgorgement, reimbursement, interest, attorney fees,
litigation costs, injunctive relief, declaratory relief, or any other equitable, monetary,
or legal relief of any kind or nature whatsoever) allegedly due and owing to
Participating Class Members of the Nondriver Class by virtue of or related to any of
the claims, facts or allegations pled in any of the complaints in the Lawsuits and
Aguirrie Actions are deemed to be fully and finally resolved and are to be dismissed,
with prejudice, as part of the entry of Judgment as to each and every Participating Class
Member of the Nondriver Class.

1 k. PAGA Members' PAGA Release. After the Settlement is finally approved and the
 2 Judgment becomes completely Final, and the Company has fully funded the Gross
 3 Settlement, all PAGA Members and the State of California will be barred from
 4 asserting PAGA claims against the Company, whether or not they exclude themselves
 5 from the Settlement. This means that all PAGA Members, including those who are
 6 Participating Class Members and those who timely and validly opt-out of the Class
 7 Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against
 8 the Company or its related entities based on the PAGA Period facts and allegations as
 9 alleged in the Action and resolved by this Settlement.

10 The PAGA Members' Releases for participating and non-participating Driver Class
 11 members are as follows:

12 The State of California, to the maximum extent allowed by law, along with each and
 13 every member of the Driver Class (whether they are a Participating Class Member or
 14 Non-Participating Class Member), on behalf of themselves and their former and
 15 present representatives, agents, attorneys, heirs, administrators, successors, and
 16 assigns, hereby relinquishes, releases, discharges, waives, and agrees to hold harmless
 17 Defendant and all of the other Released Parties, and each of them, from any and all
 18 PAGA claims that arose or originated from May 27, 2017 through October 2, 2023 that
 19 were asserted against Defendant, or could have been asserted against Defendant or the
 20 other Released Parties based on, arising out of, or relating to the facts or allegations set
 21 forth, in any of the complaints or PAGA Notices in the Lawsuits and the Aguirrie
 22 PAGA Action⁵ ("PAGA Claims Released By Driver Class Members"). Among other
 23 things, the PAGA Claims Released By Driver Class Members include, but are not
 24 necessarily limited to, PAGA claims based upon or arising under California Labor
 25 Code §§ 201, 202, 203, 204, 210, 218, 218.5, 218.6, 223, 226, 226.2, 226.3, 226.7, 233,
 26 246 et seq., 246.5, 248.5, 256, 510, 512, 551, 552, 558, 1174, 1174.5, 1182.12 et seq.,
 27 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, 2698, 2699 et seq., 2699.3, and 2699.5.

28 Without limiting any of the foregoing, it is hereby stipulated that the PAGA Claims
 Released By Driver Class Members is intended to include, and does include, any and
 all claims and remedies asserted or sought against Defendant, or that could have been
 asserted or sought against Defendant and the other Released Parties based on the facts
 or allegations pled, in any of the complaints in the Lawsuits and Aguirrie PAGA Action
 that occurred or arose during the PAGA Period for Drivers, including the first date and
 last date thereof and every date in between. Subject to the terms and conditions of this
 Agreement and upon Final Approval of this Agreement, all such claims and causes of
 action, damages, and other remedies (including, but not limited to, any civil penalties)
 allegedly due and owing to Driver Class members by virtue of or related to any of the
 claims, facts or allegations pled in any of the complaints in the Lawsuits and Aguirrie
 PAGA Action are deemed to be fully and finally resolved and are to be dismissed, with
 prejudice, as part of the entry of Judgment as to each and every Driver Class member.

The PAGA Members' Releases for Participating and Non-Participating Nondriver
 Class members are as follows:

⁵ The term "Aguirrie PAGA Action" is defined in the Parties' Agreement.

The State of California, to the maximum extent allowed by law, along with each and every member of the Nondriver Class (whether they are a Participating Class Member or Non-Participating Class Member), on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, hereby relinquishes, releases, discharges, waives, and agrees to hold harmless Defendant and all of the other Released Parties, and each of them, from any and all PAGA claims that arose or originated from August 25, 2016 through October 2, 2023 that were asserted against Defendant, or could have been asserted against Defendant or the other Released Parties based on, arising out of, or relating to the facts or allegations set forth, in any of the complaints or PAGA Notices in the Lawsuits and Aguirrie PAGA Action (“PAGA Claims Released By Nondriver Class Members”). Among other things, the PAGA Claims Released By Nondriver Class Members include, but are not necessarily limited to, PAGA claims based upon or arising under California Labor Code §§ 201, 202, 203, 204, 210, 218, 218.5, 218.6, 223, 226, 226.2, 226.3, 226.7, 233, 246 et seq., 246.5, 248.5, 256, 510, 512, 551, 552, 558, 1174, 1174.5, 1182.12 et seq., 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, 2698, 2699 et seq., 2699.3, and 2699.5.

Without limiting any of the foregoing, it is hereby stipulated that the PAGA Claims Released By Nondriver Class Members is intended to include, and does include, any and all claims and remedies asserted or sought, against Defendant or that could have been asserted or sought against Defendant or the other Released Parties based on the facts or allegations pled, in any of the complaints or PAGA Notices in the Lawsuits and Aguirrie PAGA Action that occurred or arose during the PAGA Period for Nondrivers, including the first date and last date thereof and every date in between. Subject to the terms and conditions of this Agreement and upon Final Approval of this Agreement, all such claims and causes of action, damages, and other remedies (including, but not limited to, any civil penalties) allegedly due and owing to Nondriver Class members by virtue of or related to any of the claims, facts or allegations pled in any of the complaints or PAGA Notices in the Lawsuits and Aguirrie PAGA Action are deemed to be fully and finally resolved and are to be dismissed, with prejudice, as part of the entry of Judgment as to each and every Nondriver Class member.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

- a. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks collectively worked by all Participating Driver and Nondriver Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
- b. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$25,000 by the total number of PAGA Pay Periods worked by all PAGA Members and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual PAGA Member.

- c. Workweek/Pay Period Challenges. The number of Driver and/or Nondriver Class Workweeks you worked during the applicable Class Period and the number of PAGA Pay Periods you worked during the applicable PAGA Period, as recorded in the Company's records, are stated on the first page of this Notice. You have until [REDACTED] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

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

5. HOW WILL I GET PAID?

- a. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as PAGA Members. The single check will combine the Individual Driver and/or Nondriver Class Payment and the Individual PAGA Payment.
- b. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every PAGA Member who timely and validly opts out of the Class Settlement (i.e., every Non-Participating Class Member).

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

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

Submit a written and signed letter with your name, present address, telephone number or email address, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any timely writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Alvarado et al. v. Oak Harbor Freight Lines, Inc.*, and include your identifying information (full name, address, telephone number or email address, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. The Administrator must be sent your request to be excluded by [REDACTED], or it will be invalid. Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and the Company are asking the Court to approve. At least 35 days before the [REDACTED] Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as Class Representative Service Awards. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [REDACTED] or the Court's website [REDACTED].

A Participating Class Member who disagrees with any aspect of the Agreement (other than the PAGA Settlement), the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. The deadline for sending written objections to the Administrator is [REDACTED]. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action and include your name, current address, telephone number or email address, and approximate dates of employment for the Company and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] in Courtroom C – 15th Floor of the United States District Court, Northern District of California, San Francisco Courthouse, located at 450 Golden Gate Ave., San Francisco, CA 94102. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will also hear comments from any objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via the Court's website for public hearings (<https://www.cand.uscourts.gov/judges/kim-sallie-sk/>).

Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website ([REDACTED]) beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

You can also access the Court docket, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system (<https://ecf.cand.uscourts.gov/>), or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 450 Golden Gate

Ave., San Francisco, CA 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything the Company and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, or any other Settlement documents is to go to the Administrator's website at [REDACTED]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below.

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

The Contact information for the Settlement Administrator is as follows:

Email Address: [REDACTED] Mailing Address: [REDACTED] Telephone: [REDACTED]
Fax Number: [REDACTED]

The addresses for Class Counsel are as follows:

Class Counsel	
Joseph Lavi Vincent C. Granberry Lavi & Ebrahimi, LLP 8889 W. Olympic Blvd., Suite 200 Beverly Hills, CA 90211 Tel.: (310) 432-0000 Fax: (310) 432-0001 E-Mail: jlavi@lclawfirm.com vgranberry@lclawfirm.com	Robert J. Wassermann Vladimir J. Kozina Mayall Hurley P.C. 2453 Grand Canal Boulevard Stockton, CA 95207 Tel.: (209) 477-3833 Fax: (209) 473-4818 E-Mail: rwassermann@mayallaw.com vjkozina@mayallaw.com

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

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