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13 FRENCH CAMP TRANSPORT, INC.

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA
15 COUNTY OF SAN JOAQUIN

16 MANUEL MUNGUIA,
17 Plaintiff,
18 v.
19 FRENCH CAMP TRANSPORT, INC. a
20 California corporation; and DOES 1-100,
21 inclusive,
22 Defendants.

Case No. STK-CV-UOE-2024-10704

ASSIGNED FOR ALL PURPOSES TO
JUDGE Robert T. Waters, Dept. 11B

JOINT STIPULATION OF CLASS AND
PAGA REPRESENTATIVE ACTION
SETTLEMENT AND RELEASE

Trial Date: January 25, 2027
Complaint Filed: August 29, 2024

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JOINT STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE

This Joint Stipulation of Class and PAGA Representative Action Settlement and Release states the proposed terms of the class action and Private Attorneys General Act (“PAGA”) settlement of the above-entitled action. The terms stated below are agreed to and binding on Plaintiff Manuel Munguia (“Plaintiff” or “Munguia”) and Defendant French Camp Transport, Inc. (“Defendant” or “FCT”). Once approved by the Court, the Settlement shall be binding under the terms stated herein on Plaintiff, Defendant, the California Labor and Workforce Development Agency (“LWDA”), and the Class Members (as defined below).

SUMMARY OF THE SETTLEMENT

The Parties herein, as stated in more detail in the terms and definitions below, have agreed to settle on a class basis all claims asserted by Plaintiff for various alleged violations of the California Labor Code and the Unfair Competition Law. The class consists of all current and former non-exempt California employees of FCT who worked at least one shift between August 26, 2020 and July 25, 2025. The Parties had mediation scheduled with experienced class action mediator David Phillips, Esq. for July 26, 2025 and were able to negotiate a resolution in advance of that date. After engaging in information exchange and damages evaluation/analysis, the Parties agreed that all claims alleged herein, as defined below, would be settled on a class basis for the maximum amount of Sixty Five Thousand Dollars (\$65,000.00), with no portion of the settlement reverting back to Defendant. Of that settlement amount, Three Thousand Dollars (\$2,000.00) will be designated as PAGA Penalties under PAGA, seventy-five percent (75%) of which will be paid to the LWDA and twenty-five percent (25%) of which will be paid to members of the class in accordance with the terms herein below.

DEFINITIONS

1. The following definitions are applicable to this Settlement, in addition to other terms defined elsewhere in the Settlement:
 - a. “Action” shall mean the following lawsuit: *Munguia v. French Camp Transport, Inc.*, San Joaquin County Superior Court Case No. STK-CV-UOE-2024-10704.
 - b. “Attorneys’ Costs” means reasonable attorneys’ costs approved by the Court

1 for Class Counsel’s litigation and resolution of the Action incurred and to be incurred by Class Counsel
2 in the Action up to, but estimated not to exceed, Twelve Thousand Five Hundred Dollars (\$12,500).
3 Attorneys’ Costs shall be paid to Class Counsel. All Attorneys’ Costs shall only be paid from the
4 Gross Settlement Amount.

5 c. “Attorneys’ Fee Award” means the attorneys’ fees agreed upon by the Parties
6 herein and approved by the Court for Class Counsel’s litigation and resolution of the Action up to, but
7 not to exceed, thirty five percent (35%) of the Gross Settlement Amount (presently \$22,750).
8 Attorneys’ Fees shall only be paid to Class Counsel from the Gross Settlement Amount.

9 d. “Class” and “Class Members” for purposes of this Settlement shall be defined
10 as: All current and former non-exempt California drivers of FCT who worked at least one shift between
11 August 26, 2020 and July 25, 2025. Defendant represents there are approximately 50 Class Members.

12 e. “Class Counsel” shall mean Jenny D. Baysinger of Mayall Hurley P.C.

13 f. “Class Period” shall mean the time period from August 26, 2020, through July
14 25, 2025

15 g. “Class Representative Service Award” shall mean an award up to, but not to
16 exceed, Five Thousand Dollars (\$5,000) to Plaintiff Manuel Munguia in recognition of his efforts and
17 work in prosecuting the Action on behalf of Class Members and PAGA Members, risks undertaken
18 for the payment of costs in the event of loss, and the giving of a general release of all claims. The
19 Class Representative Service Award shall be paid from the Gross Settlement Amount.

20 h. “The Court” shall mean the San Joaquin County Superior Court, Hon. Robert
21 T. Waters, or such other San Joaquin County Superior Court Judge as may be assigned to hear this
22 matter.

23 i. “Defendant” shall mean French Camp Transport, Inc.

24 j. “Effective Date” shall be the latter of: (a) the Court's final approval of the
25 settlement if no objections by or on behalf of Class Members have been filed; (b) the time for appeal
26 has expired if an objection has been filed and no appeal has been filed or withdrawn; (c) the final
27 resolution of any appeal that has been filed.

28 k. “Employer Taxes” means Defendant’s share of employer-side payroll taxes to

1 be paid on that portion of the Class Member’s Individual Settlement Payment characterized as wages,
2 i.e. FICA, FUTA, payroll taxes, and/or any similar tax or charge. The Employer Taxes will be paid
3 outside of and in addition to the Gross Settlement Amount.

4 l. “Gross Settlement Amount” (or “GSA”) shall mean the maximum non-
5 reversionary amount of Sixty Five Thousand (\$65,000.00) payable by Defendant as provided for by
6 this Agreement.

7 m. “Individual Class Settlement Payment” means the amount each Class Member
8 shall be entitled to receive pursuant to the Settlement. This payment will include compensation
9 pursuant to the terms of this Agreement for all Workweeks worked during the Class Period.

10 n. “Individual PAGA Settlement Payment” means the amount each PAGA
11 Member shall be entitled to receive pursuant to the Settlement. This payment will include
12 compensation pursuant to the terms of this Agreement for all Pay Periods worked during the PAGA
13 Period. PAGA Members will receive an Individual PAGA Payment regardless of whether they opt
14 out of the Class.

15 o. “LWDA Payment” means the seventy-five percent (75%) portion of the PAGA
16 Penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”) pursuant
17 to the PAGA.

18 p. “Net Distribution Fund” shall mean the Gross Settlement Amount less (a) the
19 Class Representative Service Award, (b) Settlement Administration Costs, (c) Attorneys’ Fees Award,
20 (d) Attorneys’ Costs, and (e) the PAGA Penalties.

21 q. “Notice Packet” shall mean the Notice of Proposed Class Action Settlement
22 substantially in the form attached as **Exhibit A**.

23 r. “Parties” shall mean collectively, Plaintiff individually, as a proxy for the
24 LWDA, and on behalf of the putative class, and Defendant.

25 s. “PAGA” shall mean the Private Attorneys General Act of 2004, California
26 Labor Code section 2698, *et seq.*

27 t. “PAGA Member(s)” and “PAGA Group” for purposes of this Settlement shall
28 be defined as: All individuals employed by French Camp Transport, Inc. in non-exempt positions in

1 California at any time during the PAGA Period.

2 u. "PAGA Members Payment" means the twenty-five percent (25%) portion of
3 the PAGA Penalties to be paid to PAGA Members pursuant to the PAGA.

4 v. "PAGA Pay Period(s)" means any pay period in which a PAGA Member
5 worked at least one day in that pay period during the PAGA Period, excepting those dates/times taken
6 for vacations and leaves of absences.

7 w. "PAGA Penalties" means civil penalties under the PAGA agreed upon by the
8 Parties and approved by the Court up to, but not to exceed, Two Thousand Dollars (\$2,000.00),
9 seventy-five percent (75%) of which will be paid to the California Labor and Workforce Development
10 Agency ("LWDA Payment"), and the remaining twenty-five percent (25%) ("PAGA Members
11 Payment") shall be distributed proportionately to PAGA Members.

12 x. "PAGA Period" shall mean the time period from April 29, 2023 through July
13 25, 2025.

14 y. "Participating Class Member(s)" means any Class Member who does not return
15 a valid and timely request to be excluded from the non-PAGA portion of the Settlement. All
16 Participating Class Members will be mailed their Individual Class Settlement Payment without the
17 need to return a claim form.

18 z. "Plaintiff" and "Class Representative" shall mean Plaintiff Manuel Munguia.

19 aa. "Response Deadline" means the deadline by which Class Members must
20 postmark and return to the Administrator signed, dated, and timely requests for exclusion from the
21 non-PAGA portion of the Settlement, objections to the Settlement, and/or disputes concerning the
22 number of Workweeks worked during the Class Period and number Pay Periods worked during the
23 PAGA Period. The Response Deadline will be forty-five (45) calendar days from the initial mailing
24 of the Notice Packets by the Settlement Administrator, unless the 45th day falls on a Sunday or Federal
25 holiday, in which case the Response Deadline will be extended to the next day on which the U.S.
26 Postal Service is open. The Response Deadline for any Class Member who is re-mailed a Notice Packet
27 by the Settlement Administrator, shall be the later of (i) 45 days from the original mailing or (ii) fifteen
28 (15) days following the date the Class Notice is remailed, unless such date falls on a Sunday or Federal

1 holiday, in which case the Response Deadline will be extended to the next day on which the U.S.
2 Postal Service is open. The Response Deadline may also be extended by express agreement between
3 Class Counsel and Defendant.

4 bb. “Released Claims” means any and all claims, debts, rights, demands,
5 obligations or liabilities of every nature and description, for damages, premiums, penalties, liquidated
6 damages, punitive damages, interest, attorneys’ fees, litigation costs, restitution, or equitable relief
7 against the Released Parties, arising during the Class Period and alleged in the operative Complaint
8 on a class-wide basis, or which could have been alleged based on the facts pled in the operative
9 Complaint or Plaintiff’s letter to the LWDA, including without limitation, claims relating to: (i) the
10 alleged failure to pay minimum wage; (ii) the alleged failure to pay sick leave at the regular rate of
11 pay; (iii) the alleged failure to provide complete and accurate wage statements; (iv) the alleged failure
12 to timely pay all wages owed to employees who quit or are terminated; and (v) claims for interest and
13 any other claims and penalties premised on the aforementioned allegations. “Released Claims”
14 includes all types of relief available under state law for the above-referenced claims as well as state
15 law claims, including any claims for damages, restitution, losses, premiums, penalties, fines, liens,
16 attorneys’ fees, costs, expenses, debts, interest, injunctive relief, declaratory relief, or liquidated
17 damages, whether under California law or any state or local law or common law, including, without
18 limitations, violations of the California Labor Code, the Wage Orders, and any applicable regulations
19 and any and all claims under the Fair Labor Standards Act related to the facts and Claims alleged in
20 the operative Complaint. “Released Claims” specifically *does not* include claims that were raised on
21 an individual basis by Plaintiff in the Action (i.e. claims arising under the Fair Employment & Housing
22 Act and defined as “Individual Claims” in Paragraph 3 below).

23 cc. “Released PAGA Claims” means any and all PAGA claims against the
24 Released Parties arising during the PAGA Period and alleged in the operative Complaint and/or
25 Plaintiff’s letter to the LWDA, or which could have been alleged based on the facts pled in the
26 operative Complaint and/or alleged in Plaintiff’s letter to the LWDA, including without limitation
27 PAGA claims relating to: (i) the alleged failure to pay minimum wage; (ii) the alleged failure to pay
28 sick leave at the regular rate of pay; (iii) the alleged failure to provide complete and accurate wage

1 statements; (iv) the alleged failure to timely pay all wages owed to employees who quit or are
2 terminated; (v) the alleged failure to timely pay wages as required by Labor Code section 204; (vi)
3 claims for interest and any other claims and penalties premised on the aforementioned allegations;
4 (vii) the alleged failure to provide meal periods and associated premiums; and (viii) any other PAGA
5 claims premised on the aforementioned allegations. “Released Claims” specifically *does not* include
6 claims that were raised on an individual basis by Plaintiff in the Action (i.e. claims arising under the
7 Fair Employment & Housing Act and defined as “Individual Claims” in Paragraph 3 below).

8 dd. “Released Parties” means French Camp Transport, Inc. and its past, present,
9 and future parents, subsidiaries, sister and affiliated companies, and divisions, and their respective
10 past, present, and future officers, directors, employees, partners, shareholders, owners, agents,
11 insurers, legal representatives, attorneys and all of their successors (including persons or entities who
12 may acquire them in the future), assigns, representatives, heirs, executors, and administrators and all
13 other persons acting by, through under or in concert with them that could be liable for the Released
14 Claims.

15 ee. “Settlement” or “Agreement” or “Settlement Agreement” shall mean this Joint
16 Stipulation of Class and PAGA Representative Action Settlement and Release.

17 ff. “Settlement Administrator” means ILYM Group, Inc. or any other third-party
18 class action settlement administrator agreed to by the Parties and approved by the Court for the
19 purposes of administering this Settlement.

20 gg. “Settlement Administration Costs” means the costs allocated from the Gross
21 Settlement Amount to pay for administration of the settlement, as described in this Agreement,
22 including required tax calculations and tax reporting to the appropriate governmental entities in
23 connection with the Individual Settlement Payments (as defined below), issuing of 1099 and W-2 IRS
24 Forms, address updates through the National Change of Address database (prior to the mailing of the
25 Notice Packets), distributing Notice Packets, skip-tracing Notice Packets returned as undeliverable,
26 calculating and distributing the Individual Settlement Payments, weekly status reports, resolving
27 disputed claims with the aid of the Parties’ counsel, and providing all reports and declarations deemed
28 necessary by the Parties in an amount not to exceed \$5,000.00.

adequate and is in the best interest of the Class in light of all known facts and circumstances, including the risk of significant delay and defenses asserted by Defendant. While Defendant specifically denies all liability in the Action, it has agreed to enter into this Settlement to avoid the cost and business disruption associated with further defense of the Class/PAGA Claims asserted in the Action.

5. The Parties prepared to participate in a mediation of this case on July 26, 2025, with experienced class action mediator David Phillips. In advance of the scheduled mediation, and after conducting extensive evaluation of the records provided, the Parties were able to reach a resolution. To achieve a complete release of Defendant, each Class Member will be informed that in exchange for their Individual Class Settlement Payment, each Participating Class Member will release the Released Claims as against the Released Parties and each PAGA Member will release the Released PAGA Claims as against the Released Parties.

TERMS OF THE CLASS SETTLEMENT

6. Gross Settlement Amount. Defendant shall pay the Gross Settlement Amount to completely resolve the Class/PAGA Claims in the Action, on a class-wide basis. In addition to the Gross Settlement Amount, Defendant shall pay the Employer Taxes due on the portion of the Individual Settlement Payments allocated to wages. Under no circumstances shall Defendant be obligated to pay any more than the Gross Settlement Amount and the Employer Taxes for the complete resolution of the Action, including the Amended Complaint.

7. Allocation of the Gross Settlement Amount. From the Gross Settlement Amount, and subject to the approval of the Court, the Parties agree to the following allocations:

a. Class Representative Service Award. Plaintiff shall be paid a Class Representative Service Award of up to \$5,000 in recognition of his effort and work in prosecuting the Action on behalf of Class Members and PAGA Members, undertaking the burdens and risks for the payment of costs in the event of loss and for giving a general release of all claims. The Class Representative Service Award shall be paid in addition to Plaintiff's Individual Settlement Payment, and Plaintiff shall give a general release of all claims against the Released Parties in exchange for the Class Representative Service Award. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on his Class Representative Service Award. Any portion of the Class

1 Representative Service Award not awarded to Plaintiff shall remain with the Net Distribution Fund.

2 b. Settlement Administration Costs. The Settlement Administrator shall be paid
3 “Settlement Administration Costs” in an amount not to exceed Five Thousand Dollars (\$5,000.00).

4 c. Attorneys’ Fee Award. Class Counsel shall be paid an Attorneys’ Fee Award
5 of up to 35% of the Gross Settlement Amount, presently equal to Twenty Two Thousand Seven
6 Hundred Fifty Dollars (\$22,750.00);

7 d. Attorneys’ Costs. Class Counsel shall be paid an award for reimbursement of
8 their Attorneys’ Costs in an amount of up to Twelve Thousand Five Hundred Dollars (\$12,500.00);

9 e. PAGA Penalties. PAGA Penalties of \$1,500.00 (75% of 2,000.00 shall be paid
10 to the LWDA and \$500.00 (25% of \$2,000.00) to PAGA Members who have worked during Pay
11 Periods in the PAGA Period. PAGA Members shall not have the right to opt out of the PAGA portion
12 of this Settlement.

13 8. Allocation of the Net Distribution Fund and PAGA Members Payment. The Net
14 Distribution Fund and PAGA Members Payment shall both be allocated to Participating Class
15 Members and PAGA Members based on the formulas described below. Any portion of the Class
16 Representative Service Award, the Settlement Administration Costs, the Attorneys’ Fees Award, the
17 Attorneys’ Costs and/or the PAGA Penalties not approved by the Court shall be added to the Net
18 Distribution Fund. No portion of the Net Distribution Fund shall revert to or be retained by Defendant
19 under any circumstance. The Net Distribution Fund and PAGA Members Payment shall be distributed
20 to Participating Class Members and PAGA Members on a proportionate basis as follows:

21 a. Payment to Participating Class Members. Each Participating Class Member shall
22 receive a proportionate share of the Net Distribution Fund that is equal to (i) the number
23 of Workweeks he/she worked during the Class Period divided by (ii) the total number
24 of Workweeks worked by all Participating Class Members during the Class Period.

25 b. PAGA Members Payment. Each PAGA Member will receive a proportionate share of
26 the PAGA Members Payment that is equal to (i) the number of Pay Periods he/she
27 worked during the PAGA Period divided by (ii) the total number of Pay Periods worked
28 by all PAGA Members during the PAGA Period.

1 (iv) approval as to form and content of the proposed Notice Packet; (v) a schedule for the procedures
 2 for the Response Deadline; and (vi) a schedule for the mailing of the Notice Packet by first class mail
 3 to the Class Members. Plaintiff’s Counsel will provide counsel for Defendant with a draft of the
 4 motion for preliminary approval including the proposed Order Granting Preliminary Approval at least
 5 seven (7) calendar days before it is filed with the Court for Defendant’s review and input. Defendant
 6 shall not oppose the Preliminary Approval Motion and may, in its sole option, file a declaration of
 7 non-opposition. Prior to filing of the Preliminary Approval Motion, counsel for Plaintiff shall submit
 8 a copy of this Agreement to the LWDA and provide proof of said submission to the Court and counsel
 9 for Defendant on conjunction with the Preliminary Approval Motion. Counsel for Plaintiff shall also
 10 submit a copy of the moving papers for the Preliminary Approval Motion to the LWDA.

11 12. Class Certification for Settlement Purposes Only. The Parties agree to stipulate to
 12 certification of the Class for purposes of the Settlement only. If, for any reason, the Settlement is not
 13 approved, the stipulation to certification shall be void. The Parties further agree that certification for
 14 purposes of the Settlement is not an admission that class action certification is proper under the
 15 standards applied to contested certification motions and that this Settlement shall not be admissible in
 16 this or any other proceeding as evidence that either: (i) a class action should be certified or
 17 (ii) Defendant is liable to Plaintiff or any Class Member, other than according to the Settlement’s
 18 terms.

19 **SETTLEMENT ADMINISTRATION**

20 13. Settlement Administrator. The Parties each represent that they do not have any
 21 financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement
 22 Administrator that could create a conflict of interest.

23 14. Class Data. Within 14 calendar days of the Order Granting Preliminary Approval,
 24 Defendant shall provide to the Settlement Administrator for each identifiable member of the Class the
 25 following information: name, address, social security number, telephone number, and the number of
 26 work weeks worked during the Class Period, and the number of Pay Periods worked during the PAGA
 27 Period based on its business and payroll records (“Class Data List”). The Class Data List and
 28 information shall remain confidential. The Settlement Administrator shall only use this information

1 to facilitate notice, administration of the Settlement, and for distribution of Individual Class Settlement
2 Payments and Individual PAGA Settlement Payments to Participating Class Members and PAGA
3 Members. The Parties agree to cooperate in the administration of the Settlement and to make all
4 reasonable efforts to control and minimize the costs and expenses incurred in administration of the
5 Settlement.

6 15. Duty to Protect Class Data. The Settlement Administrator shall represent and warrant
7 that it shall: (i) provide reasonable and appropriate administrative, physical and technical safeguards
8 for the Class Data List that it receives from Defendant; (ii) not disclose the Class Data List to Class
9 Counsel, Plaintiff, any party or third parties, including agents or subcontractors, without Defendant's
10 consent and keep the Class Data List confidential; (iii) not disclose or otherwise use the Class Data
11 other than to carry out its duties as set forth herein; and (iv) promptly provide Defendant with notice
12 if it becomes aware that the Class Data List becomes subject to unauthorized access, use, or disclosure.

13 16. Confirmation of Contact Information in the Class Data List. Following receipt of the
14 Class Data List from Defendant, and prior to mailing, the Settlement Administrator shall perform a
15 search of the National Change of Address Database to update and correct stale Class Member
16 addresses. If any Notice Packet is returned to the Settlement Administrator as non-deliverable on or
17 before the Response Deadline, within three days of its receipt, the Settlement Administrator shall send
18 it promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto, and the
19 Settlement Administrator shall indicate the date of such re-mailing on the Notice Packet. If no
20 forwarding address is provided, the Settlement Administrator shall promptly attempt to determine the
21 correct address by using a skip-trace, or other search using the name, address and/or social security
22 number of the Class Member involved, and shall, within three days of learning the correct address, re-
23 mail the Notice Packet. Should a Notice Packet associated with a currently employed Class Member
24 be returned to the Administrator, it shall immediately inform Defendant to obtain a more current
25 mailing address for that Class Member to re-mail the Notice Packet.

26 17. Notice by First-Class U.S. Mail. Within fourteen (14) calendar days following
27 Defendant's provision of the Class Data List to the Settlement Administrator, the Administrator shall
28 mail the individualized Notice Packet by First Class U.S. Mail. Each individualized Notice of Class

1 Action Settlement (“Notice” – Exhibit “A”) shall include the Class Member’s number of Workweeks
2 during the Class Period and number of Pay Periods during the PAGA Period and the estimated
3 Individual Class Settlement Payment and Individual PAGA Settlement amount. The Notice will also
4 inform Class Members of their right to opt-out of the non-PAGA portion of the Settlement, that they
5 will receive payment for the Settlement without having to submit a claim and that they each will be
6 mailed their Individual Class Settlement Payment and Individual PAGA Settlement Payment at the
7 address on file with the Administrator. The Notice will also inform the Class of the manner and
8 deadline to submit (1) requests for exclusion from the non-PAGA portion of the Settlement, (2)
9 objections to the Settlement; and (3) disputes concerning the number of Workweeks during the Class
10 Period and the number of Pay Periods worked during the PAGA Period. The Notice further informs
11 the Class of the claims to be released, including if they do not request to be excluded, and the date,
12 time, and place set for the Final Approval Hearing.

13 18. Disputed Workweek and/or Pay Period Information. Class Members may contact the
14 Settlement Administrator with questions regarding the number of Workweeks they have been assigned
15 during the Class Period or the number of Pay Periods during the PAGA Period. Class Members may
16 produce evidence to the Settlement Administrator showing that such information is inaccurate. There
17 is a rebuttable presumption that Defendant’s personnel and payroll records are correct, but Class
18 Members may, should they disagree with Defendant’s records, provide documentation to show
19 contrary employment dates and/or records of Workweeks or Pay Periods no later than the Response
20 Deadline. The dispute must: (i) set forth the name, address, telephone number and last four digits of
21 the social security number of the Class Member submitting the dispute; (ii) be signed by the Class
22 Member; (iii) be timely returned to the Settlement Administrator; (iv) clearly state the reason(s) that
23 the Class Member disputes the information provided contained in the Notice Packet; and (v) be
24 postmarked on or before the Response Deadline. All disputes shall be decided by the Settlement
25 Administrator within ten (10) business days of the Response Deadline.

26 19. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
27 non-PAGA portion of the Settlement must sign and postmark a written Request for Exclusion to the
28 Settlement Administrator, in the manner set forth in the Notice, by the Response Deadline. The

1 Request for Exclusion must: (i) set forth the name, address, telephone number and last four digits of
2 the Social Security number of the Class Member requesting the exclusion; (ii) be signed by the Class
3 Member; (iii) be timely returned to the Settlement Administrator; (iv) clearly state that the Class
4 Member does not wish to be included in the non-PAGA portion of the Settlement and does not wish
5 to receive any payment or other benefits therefrom; and (v) be postmarked on or before the Response
6 Deadline. The postmark date shall be the exclusive means to determine whether a Request for
7 Exclusion has been timely submitted. No Request for Exclusion may be made on behalf of a group of
8 Class Members. Workweeks by Class Members who have submitted a valid and timely Request for
9 Exclusion shall be deducted from the aggregate number of Workweeks for the non-PAGA portion of
10 the Settlement. Class Members shall not have the right to opt-out from the PAGA portion of the
11 Settlement.

12 20. Defective Submissions. If a Class Member's Request for Exclusion is defective as to
13 any of the requirements listed herein, that Class Member shall be given an opportunity to cure the
14 defect(s). The Settlement Administrator shall mail the Class Member a cure letter within three (3)
15 business days of receiving the defective submission to advise the Class Member that his or her
16 submission is defective and that the defect must be cured to render the Request for Exclusion valid.
17 The Class Member shall have until (i) the Response Deadline or (ii) ten (10) calendar days from the
18 date of the cure letter, whichever date is later, to postmark a revised Request for Exclusion. If the
19 revised Request for Exclusion is not postmarked within that period, it shall be deemed untimely. Class
20 Members shall be limited to one cure letter advising them of the defect. A Class Member who submits
21 an invalid or untimely request to be excluded will remain a Class Member, will receive their Individual
22 Settlement Payment and be bound by the releases and judgment entered as set forth herein. Invalid
23 and untimely Requests for Exclusion shall be deemed null and void.

24 21. Objection Procedures. To object to the non-PAGA portion of the Settlement, a Class
25 Member must postmark a valid Notice of Objection to the Settlement Administrator on or before the
26 Response Deadline. Class Members shall not have a right to object to the PAGA portion of the
27 Settlement. The Notice of Objection must be signed by the Class Member and contain all information
28 required by this Settlement and as set forth in the Notice of Class Action Settlement, including: (i) the

1 objector's full name, signature, address, and telephone number; (ii) a written statement of all grounds
2 for the objection accompanied by any legal support for such objection; (iii) copies of any papers,
3 briefs, or other documents upon which the objection is based; and (iv) a statement whether the objector
4 intends to appear at the Final Approval Hearing. The postmark date shall be deemed the exclusive
5 means for determining that the Notice of Objection is timely. Only Class Members who have not
6 opted out of the non-PAGA portion of the Settlement may object. Any Class Member who does not
7 submit a timely written objection to the Settlement, or who fails to otherwise comply with the specific
8 and technical requirements of this Paragraph as provided in the Notice, shall be foreclosed from
9 objecting to the Settlement and seeking any adjudication or review of the Settlement, by appeal or
10 otherwise. Class Members who postmark timely Notices of Objection shall have a right to appear at
11 the Final Approval Hearing in order to have their objections heard by the Court. At no time shall any
12 of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written
13 objections to the Settlement or appeal from the Final Approval and Judgment. Class Counsel shall not
14 represent any Class Members with respect to any such objections to this Settlement. The Parties shall
15 file all Notices of Objection, valid or invalid, timely or untimely, with the Court in advance of the
16 Final Approval/Settlement Fairness Hearing. If the Court overrules the Class Member's objection(s),
17 or if the Court approves the Settlement despite any objection(s), the Class Member will be deemed to
18 be a Participating Class Member and will be bound by the terms of this Agreement and will be mailed
19 their Individual Class Settlement Payment.

20 22. Settlement Administrator Reports Regarding Class Member Participation. The
21 Settlement Administrator shall provide Defendant's counsel and Class Counsel a biweekly report that
22 certifies the number of Class Members who have submitted valid Requests for Exclusion and
23 objections to the Settlement, and whether any Class Member has submitted a challenge to any
24 information contained in their Notices. The Settlement Administrator shall provide to counsel for both
25 Parties any updated reports regarding the administration of the Settlement as needed or requested. Not
26 later than seven (7) calendar days after the final Response Deadline, the Settlement Administrator will
27 provide the Parties with a complete and accurate list of all Participating Class Members, all Non-
28 Participating Class Members and all Class Members who objected to the Settlement Agreement.

1 23. Settlement Administrator Declaration. Not later than twenty (20) court days prior to the
2 Final Approval Hearing, the Settlement Administrator will provide the Parties with its declaration of
3 due diligence setting forth its compliance with its obligations under this Agreement to be filed with
4 the Court, and will supplement its declaration as needed or as requested by the Court.

5 24. Settlement Administrator Final Report. By no later than five (5) calendar days
6 following the Effective Date, the Settlement Administrator shall provide counsel for both Parties with
7 the aggregate number of Workweeks worked by Participating Class Members during the Class Period
8 and aggregate number of Pay Periods worked by PAGA Members during the PAGA Period. Upon
9 completion of administration of the Settlement, the Settlement Administrator shall provide a written
10 declaration under oath to certify such completion to the Court and counsel for all Parties.

11 25. Defendant’s Right to Rescind. Defendant shall have, in its sole discretion, the right to
12 void and withdraw from the Settlement if, at any time prior to Final Approval, ten percent (10%) or
13 more of Class Members timely and validly Request Exclusion from the non-PAGA portion of the
14 Settlement. Defendant must exercise this right of rescission in writing to Class Counsel within seven
15 (7) calendar days after the latest date any Class Member may timely submit his or her Request for
16 Exclusion. If Defendant exercises its right of rescission pursuant to this paragraph, Defendant shall
17 be responsible for all costs incurred by the Settlement Administrator.

18 26. Escalator Clause. Defendant represents there are 6,500 workweeks during the Class
19 Period. If upon provision of the Class Data to the Settlement Administrator this number increases by
20 more than ten percent (10%), then Defendant reserves the right to either: (i) increase the Gross
21 Settlement Amount proportionally by the percentage difference of the actual number of workweeks in
22 excess of 10%; or (ii) adjust the end date of the Class Period to the date upon which the number of
23 workweeks in the class period does not exceed 6,500 by more than 10% however, in no event shall
24 the Class Period be adjusted to on or before February 1, 2024. In the event this Escalator Clause is
25 triggered, Defendant shall have five (5) calendar days to make its election. If no election is made
26 within that timeframe, option (i) (increased GSA) will be automatically imposed.

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FINAL APPROVAL

1
2 27. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
3 Response Deadline as ordered by the Court at the time of the Preliminary Approval Hearing, a Final
4 Approval Hearing shall be conducted to determine the Final Approval of the Settlement along with
5 the amounts properly payable for: (i) Individual Class Settlement Payments; (ii) the Class
6 Representative Service Award; (iii) Attorneys’ Fee Award; (iv) Attorneys’ Costs; (v) Settlement
7 Administration Costs; and (vi) PAGA Penalties. Class Counsel shall be responsible for drafting all
8 documents necessary to obtain final approval. The Motion for Order Granting Final Approval and
9 Entering Judgment shall be filed concurrently with Class Counsel’s separate motion for the Class
10 Counsel’s Attorneys’ Fees and Costs, the Class Representative Service Award, and the
11 Administrator’s expenses. A draft of such motion shall be provided to Counsel for Defendant seven
12 (7) calendar days prior to its filing with the Court. Plaintiff agrees not to file his motion and/or
13 application without Defendant’s review and input. The Settlement Administrator shall maintain on its
14 website a section for this Settlement which includes a copy of the Motion for Preliminary Approval,
15 along with any accompanying exhibits, and the operative Complaint. It shall be updated after
16 Judgment is entered with a copy of the final Judgment.

17 28. Attorneys’ Fee Award and Costs. Defendant shall not object to Class Counsel’s request
18 for reasonable Attorneys’ Fees of up to 35% of the Gross Settlement Amount, presently equivalent to
19 \$22,750 and their reasonable Attorneys’ Costs not expected to exceed \$12,500. Class Counsel’s
20 motion for Attorneys’ Fees and Costs award shall be filed concurrently with the Motion for Order
21 Granting Final Approval of Class Action Settlement, unless the Court instructs otherwise.

22 29. Judgment and Continued Jurisdiction. Concurrent with the Motion for Order Granting
23 Final Approval of the Class Action Settlement, the Parties shall present an Order Granting Final
24 Approval and Entering Judgment to the Court, in a form mutually agreed to by the Parties, for
25 approval. After entry of the Judgment, the Court shall have continuing jurisdiction over the Settlement
26 as required by law, including: (i) the interpretation and enforcement of the terms of the Settlement;
27 (ii) settlement administration matters; and (iii) such post-Judgment matters as may be appropriate
28 under court rules or as set forth in this Settlement.

1 30. Funding of the Settlement. Defendant shall transmit the Gross Settlement Amount to
2 the Administrator together with the amount representing the Employer Taxes (to be communicated by
3 the Administrator to Defendant at least (5) business days before transmittal of the Gross Settlement
4 Amount) within thirty (30) calendar days of the Effective Date. The Administrator shall deposit the
5 Gross Settlement Amount into a Qualified Settlement Account, from which the Settlement
6 Administrator will have the authority to distribute money in accordance with the terms of this
7 Settlement Agreement.

8 31. No Effective Date. If there is no Effective Date: (i) the Settlement Agreement shall
9 have no force and effect and no Party shall be bound by any of its terms; (ii) Defendant shall have no
10 obligation to make any payments required under this Agreement; (iii) the Parties shall evenly distribute
11 and pay any Administration Costs incurred up until the date that the Settlement ceases to exist; and
12 (iv) the Settlement Agreement and all negotiations, statements, proceedings, and data relating thereto
13 shall be protected as privileged settlement communications and shall be without prejudice to the rights
14 of any of the Parties, all of whom shall be restored to their respective positions in the Action prior to
15 the date of execution of the Settlement Agreement. In such event, the Parties shall work cooperatively
16 to request a conference with the Court in which to attempt to resolve any issues that the Court has
17 raised regarding the Agreement so that it can gain the Court's approval, or alternatively, effectuate
18 their intent to resume the Action.

19 32. Distribution and Timing of Payments. Within ten (10) calendar days following receipt
20 of the Gross Settlement Amount and the Employer Taxes, the Settlement Administrator shall issue
21 payments to: (i) Participating Class Members, (ii) PAGA Members, (iii) Plaintiff, (iv) Class Counsel,
22 and (v) the Labor Workforce and Development Agency. However, payments shall not be issued to
23 Class Members whose Notice Packets are returned as undeliverable and for whom no forwarding
24 address can be located. Individual Class Settlement Payments for such Class Members shall be held
25 by the Settlement Administrator unless claimed by the Class Member and shall be paid to the *cy pres*
26 beneficiary as set forth below if unclaimed by the end of the one hundred eighty (180) calendar day
27 period to cash settlement checks as set forth below. The Settlement Administrator shall also issue a
28 payment to itself for the Court-approved amount for its services.

1 Payments they receive, and Plaintiff is responsible for paying the appropriate taxes due on the Class
2 Representative Service Payment. All Individual Class Settlement Payments and Individual PAGA
3 Settlement Payments shall be deemed paid to such Class Members and PAGA Members solely in the
4 year in which such payments are issued. Counsel does not purport this communication to constitute
5 tax or legal advice. If this Settlement, or any of its attachments, is interpreted to contain or constitute
6 advice regarding any federal or state tax issue, such advice is not intended or written to be used, and
7 cannot be used, by any person to avoid penalties under the federal Internal Revenue Code or any state
8 tax code. The Notice of Class Action Settlement will advise Class Members that they shall be solely
9 responsible for the payment of any taxes and penalties assessed on their respective Individual
10 Settlement Payments.

11 37. Class Counsel shall be issued an IRS Form 1099 for any fees and costs awarded by the
12 Court.

13 **RELEASE BY THE CLASS**

14 38. Release by Class Members and PAGA Members. As of the Effective Date, and full
15 funding of the Gross Settlement Amount, Plaintiff and all Participating Class Members (on behalf of
16 each of them and each of their heirs, executors, administrators, and assigns) irrevocably and
17 unconditionally fully release and forever discharge the Released Parties from any and all Released
18 Class Claims that accrued during the Class Period as set forth herein. As of the Effective Date, and
19 full funding of the Gross Settlement Amount, Plaintiff, all PAGA Members (on behalf of each of them
20 and each of their heirs, executors, administrators, and assigns) and the state of California irrevocably
21 and unconditionally fully release and forever discharge the Released Parties from any and all PAGA
22 Released Claims that accrued during the PAGA Period as set forth herein.

23 39. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES
24 OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS
25 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”)
26 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND
27 NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES
28 OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL

1 ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR
 2 BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
 3 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
 4 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS
 5 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX
 6 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS
 7 AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY
 8 ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY
 9 UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO
 10 ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
 11 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
 12 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF
 13 ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF WHETHER
 14 SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
 15 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
 16 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
 17 AGREEMENT.

18 40. Release by Plaintiff Manuel Munguia. As of the Effective Date, and full funding of
 19 the Gross Settlement Amount, Plaintiff Manuel Munguia (on his own behalf and on behalf of his heirs,
 20 executors, administrators, and assigns), but not on behalf of other Class Members, knowingly and
 21 voluntarily releases and forever discharges the Released Parties from any and all claims, known and
 22 unknown, asserted and unasserted, that he has or may have had against Defendant and any of the
 23 Released Parties. Such claims include, but are not limited to: breaches of contract, whether written,
 24 oral or implied; violations of any public policy; tort claims, including but not limited to intentional
 25 infliction of emotional distress and negligent infliction of emotional distress, defamation,
 26 misrepresentation, and fraud; retaliation claims; common law claims; any other claims for damages,
 27 costs, fees, or other expenses, including attorneys’ fees; and any violations of the following statutes,
 28 laws, and regulations: Fair Labor Standards Act, 29 U.S.C. §§ 200, *et seq.*, Title VII of the Civil

1 Rights Act of 1964, as amended; The Civil Rights Act of 1991; Sections 1981 through 1988 of Title
 2 42 of the United States Code, as amended; The Americans with Disabilities Act of 1990, as amended;
 3 The Age Discrimination in Employment Act of 1967, as amended; the Older Workers Benefit
 4 Protection Act; the Employment Retirement Income Security Act of 1974, as amended; the
 5 Occupational Safety and Health Act, as amended; the Sarbanes-Oxley Act of 2002; the Family and
 6 Medical Leave Act of 1993, as amended; the Fair Labor Standards Act; the California Fair
 7 Employment and Housing Act – Cal. Gov’t Code § 12900 *et seq.*; the California Family Rights Act –
 8 Cal. Gov’t Code § 12945.2 *et seq.*; the California Unruh Civil Rights Act – Civ. Code § 51 *et seq.*; the
 9 California Whistleblower Protection Law – Cal. Lab. Code § 1102.5; the California Occupational
 10 Safety and Health Act, as amended – Cal. Lab. Code § 6300 *et seq.*, and any applicable regulations
 11 thereunder; the California Business and Professions, Civil, Government and Labor Code; the Labor
 12 Code Private Attorneys General Act of 2004 – Cal. Lab. Code § 2698 *et seq.*; and any other federal,
 13 state, or local civil employment law, statute, regulation, or ordinance capable of being released by
 14 them, excluding any claims that cannot be released as a matter of law. To the extent the foregoing
 15 release is a release to which California Civil Code section 1542 or similar provisions of other
 16 applicable law may apply, Manuel Munguia expressly waives any and all rights and benefits conferred
 17 upon him by the provisions of California Civil Code section 1542 or similar provisions of applicable
 18 law which are as follows:

19
 20 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT**
 21 **THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR**
 22 **SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF**
 23 **EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR**
 24 **HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER**
 25 **SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

26 Thus, notwithstanding the provisions of California Civil Code section 1542, and to implement
 27 a full and complete release and discharge, Manuel Munguia expressly acknowledges this Settlement
 28 is intended to include in its effect, without limitation, all known and unknown claims, including any

1 claims he does not know or suspect to exist in his favor against the Released Parties at the time of
2 signing this Settlement, and that this Settlement contemplates the extinguishment of any such claim
3 or claims. Manuel Munguia acknowledges that he may later discover facts different from or in
4 addition to those he now knows or believes to be true regarding the matters released or described in
5 this Settlement, and nonetheless agrees that the releases and agreements contained in this Settlement
6 shall remain fully effective in all respects notwithstanding any later discovery of any different or
7 additional facts. Manuel Munguia assumes any and all risks of any mistake in connection with the
8 true facts involved in the matters, disputes, or controversies described in this Settlement or with regard
9 to any facts now unknown to him relating to such matters.

10 41. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
11 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
12 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
13 of action or right herein released and discharged.

14 **ADDITIONAL TERMS**

15 42. Exhibits Incorporated by Reference. The terms of this Settlement include the terms set
16 forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein.
17 Any Exhibits to this Settlement are an integral part of the Settlement.

18 43. No Publicity. Plaintiff and Class Counsel agree not to publicize the settlement,
19 including in communications with the press; however, nothing in this Agreement shall prevent
20 Plaintiff and Class Counsel from engaging in direct communications with Class Members about the
21 settlement, and nothing in this Agreement shall prevent Class Counsel from identifying the Settlement
22 on their website, so long as Class Counsel does not mention Defendant by name and instead refers to
23 it only as a transportation company. Class Counsel is further permitted to discuss the Settlement,
24 including Defendant's name, the case number, etc. in future Court declarations and in such
25 communications as are reasonably necessary for purposes of meeting their responsibilities as class
26 representatives and Class Counsel.

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28

1 44. Entire Agreement. This Settlement and attached Exhibits constitute the entirety of the
2 Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be
3 deemed binding on the Parties. The Parties expressly recognize California Civil Code section 1625
4 and California Code of Civil Procedure section 1856(a), which provide that a written agreement is to
5 be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and
6 the Parties agree that no such extrinsic oral or written representations or terms shall modify, vary or
7 contradict the terms of this Settlement.

8 45. Amendment or Modification. No amendment, change, or modification to this
9 Settlement shall be valid unless in writing and signed, either by the Parties or their counsel.

10 46. Authorization to Enter Into Settlement. Counsel for all Parties warrant and represent
11 they are expressly authorized by the Parties whom they represent to negotiate this Settlement and to
12 take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement
13 to effectuate its terms and to execute any other documents required to effectuate the terms of this
14 Settlement. The Parties and their counsel shall cooperate with each other and use their best efforts to
15 effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form
16 or content of any document needed to implement the Settlement, or on any supplemental provisions
17 that may become necessary to effectuate the terms of this Settlement, the Parties may seek the
18 assistance of the Court to resolve such disagreement.

19 47. Binding on Successors and Assigns. This Settlement shall be binding upon, and inure
20 to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

21 48. California Law Governs. All terms of this Settlement and Exhibits hereto shall be
22 governed by and interpreted according to the laws of the State of California.

23 49. Execution and Counterparts. This Settlement is subject only to the execution of all
24 Parties. However, the Settlement may be executed in one or more counterparts and by DocuSign. All
25 executed counterparts and each of them, including facsimile and scanned copies of the signature page,
26 shall be deemed to be one and the same instrument provided that counsel for the Parties shall exchange
27 among themselves original signed counterparts.

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1 50. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
2 Settlement is a fair, adequate and reasonable settlement of the Action and have arrived at this
3 Settlement after arm’s-length negotiations and in the context of adversarial litigation, taking into
4 account all relevant factors, present and potential. The Parties further acknowledge that they are each
5 represented by competent counsel and that they have had an opportunity to consult with their counsel
6 regarding the fairness and reasonableness of this Settlement.

7 51. Acknowledgement of Future Legislation. Each Party recognizes that legislation could
8 affect the outcome of the Action. The Parties, nevertheless, enter into this settlement to avoid risk of
9 loss and to avoid uncertainty with the interpretation, nature, and applicability of future legislation.

10 52. Invalidity of Any Provision. Before declaring any provision of this Settlement invalid,
11 the Court shall first attempt to construe the provision as valid to the fullest extent possible consistent
12 with applicable precedents so as to define all provisions of this Settlement valid and enforceable.

13 53. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
14 certification for purposes of this Settlement only; except, however, that Plaintiff or Class Counsel may
15 appeal any reduction to the Attorneys’ Fees or the Attorneys’ Costs below the amounts they request
16 from the Court, and either party may appeal any court order that materially alters the Settlement terms.

17 54. Non-Admission of Liability. The Parties enter into this Settlement to resolve the
18 dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation.
19 In entering into this Settlement, Defendant and the Released Parties do not admit, and specifically
20 deny, that Defendant or any Released Parties violated any federal, state, or local law; violated any
21 regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations
22 or legal requirements; breached any contract; violated or breached any duty; engaged in any
23 misrepresentation or deception; or engaged in any other unlawful conduct with respect to their
24 employees. Neither this Settlement, nor any of its terms or provisions, nor any of the negotiations
25 connected with it, shall be construed as an admission or concession by Defendant (or any Released
26 Parties) of any such violations or failures to comply with any applicable law. Except as necessary in
27 a proceeding to enforce the terms of this Settlement, this Settlement and its terms and provisions shall
28 not be offered or received as evidence in any action or proceeding to establish any liability or

1 admission on the part of Defendant (or any Released Parties) or to establish the existence of any
2 condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable
3 law.

4 55. Waiver. No waiver of any condition or covenant contained in this Settlement or failure
5 to exercise a right or remedy by any of the Parties hereto shall be considered to imply or constitute a
6 further waiver by such Party of the same or any other condition, covenant, right or remedy.

7 56. Enforcement Actions. In the event that one or more of the Parties institutes any legal
8 action or other proceeding against any other Party to enforce the provisions of this Settlement or to
9 declare rights and/or obligations under this Settlement, the successful Party Parties shall be entitled to
10 recover from the unsuccessful Party reasonable attorneys' fees and costs, including reasonable expert
11 witness fees incurred in connection with any enforcement actions.

12 57. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
13 conditions of this Settlement. Accordingly, this Settlement shall not be construed more strictly against
14 one party than another merely by virtue of the fact that it may have been prepared by counsel for one
15 of the Parties, it being recognized that, because of the arms-length negotiations between the Parties,
16 all Parties have contributed to the preparation of this Settlement.

17 58. Representation By Counsel. The Parties acknowledge that they have been represented
18 by counsel throughout all negotiations that preceded the execution of this Settlement, and that this
19 Settlement has been executed with the consent and advice of counsel. Further, Plaintiff and Class
20 Counsel warrant and represent that there are no liens on the Settlement. Class Counsel also represents
21 that there are no attorneys who have or could have any liens with respect to any aspect of this
22 Settlement, or any funds received by Manuel Munguia.

23 59. All Terms Subject to Final Court Approval. All amounts and procedures described in
24 this Settlement herein shall be subject to final Court approval.

25 60. Cooperation and Execution of Necessary Documents. All Parties shall cooperate in
26 good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this
27 Settlement.

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1 61. Binding Agreement. The Parties warrant that they understand and have full authority
2 to enter into this Settlement, and further intend that this Settlement shall be fully enforceable and
3 binding on all parties, and agree that it shall be admissible and subject to disclosure in any proceeding
4 to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might
5 apply under federal or state law.

6 62. Notices. Unless otherwise specifically provided, all notices, demands or other
7 communications given shall be in writing and shall be deemed to have been duly given by the third
8 business day after mailing by United States registered or certified mail, return receipt requested,
9 addressed as follows:

10 **To Plaintiff and the Class:**

11 Jenny D. Baysinger
12 Mayall Hurley P.C.
13 112 S. Church Street
14 Lodi, CA 95240-3501
15 Telephone: (209) 477-3833
16 Facsimile: (209) 473-4818
17 Emails: jbaysinger@mayallaw.com

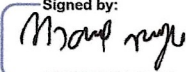
18 **To Defendant:**

19 John H. Adams, Jr.
20 Littler Mendelson, P.C.
21 500 Capitol Mall, Suite 2000
22 Sacramento, CA 95814
23 Email: jhadams@littler.com

24 **AGREED.**


25 **PLAINTIFF MANUEL MUNGUIA**

26 Dated: 3/3/2026

27 Signed by: 
28 _____
29 Manuel Munguia

30 **DEFENDANT FRENCH CAMP TRANSPORT, INC.**

31 Dated: 3/10/26

32 By: 
33 _____
34 NAME: James Gandy
35 TITLE: _____