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15 Attorneys for Plaintiff and representative classes

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

17 **COUNTY OF SAN MATEO**

18 WILLIAM M. RIEDL an individual, on behalf
19 of himself and on behalf of all persons
20 similarly situated,

21 Plaintiff,

22 v.

23 OWL, INC. dba OWL TRANSPORTATION,
24 a Florida corporation doing business in
25 California and DOES 1-50, inclusive

26 Defendants.

Electronically
FILED

By Superior Court of California, County of San Mateo

ON 07/17/2024

By /s/ Correa, Haley

Deputy Clerk

Electronically
RECEIVED

7/15/2024

CLERK OF THE SUPERIOR COURT
SAN MATEO COUNTY

Case No. 21-CIV-02704

[Action Filed: May 11, 2021]

RS
[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND
JUDGMENT

Date: July 15, 2024

Time: 3:00 p.m.

Judge: Honorable Raymond Swope

Dept.: 23

27 Plaintiff WILLIAM M. RIEDL's ("Plaintiff") motion for a final Order approving the
28 Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims ("Agreement")
and Motion for Attorneys' Fees, Attorneys' Expenses, Administrative Expenses and Service Award
came on for hearing on July 15, 2024 before the above-entitled Court.

1 IT IS HEREBY ORDERED:

2 1. This Court hereby issues final approval for the Class Action and PAGA Settlement
3 Agreement (“Agreement”), a true and correct copy of which is attached hereto as Exhibit “A”. As
4 such, the Court hereby certifies the following Class:

5 “All individuals employed by Defendant OWL INC., dba OWL TRANSPORTATION in
6 California in a non-exempt position at any time during the period from March 21, 2017 through
7 April 30, 2023.”

8 2. Class counsel shall include Matt Blum, Esq. of The Law Office of Matt Blum and Jean-
9 Claude Lapuyade, Esq. of JCL Law Firm, APC. William Riedl is appointed as class representative.

10 3. This Court hereby grants final approval and awards the following: The Gross Settlement
11 Amount that Defendant shall pay is Two Hundred Eighty-Five Thousand Dollars and Zero Cents
12 (\$285,000.00). Of this total settlement, \$14,250.00 will be allocated as penalties under the Private
13 Attorney Generals Act (PAGA) with 75% of this amount (\$10,687.50) being paid to the Labor and
14 Workforce Development Agency (LWDA). The Court further awards attorney’s fees to be paid
15 out of the gross settlement to class counsel in the total amount of \$95,000.00, plus Attorneys’
16 Litigation Costs in the amount of \$16,220.00, administrative fees to ILYM Group in the amount of
17 \$10,000.00 and Class Representative Payment to the Class Representative, William Riedl, in the
18 amount of Ten Thousand Dollars (\$10,000). The remaining net settlement proceeds shall be
19 allocated to the Settlement Class as set forth in the terms of the Agreement.

20 4. The recovery by Plaintiff, and all members of the Settlement Class, shall be limited to the
21 amounts set forth in this Order. With the exception of attorney’s fees and costs awarded pursuant
22 to this Order, each party shall bear its own attorneys’ fees and costs.

23 5. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
24 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
25 supervise and adjudicate any dispute arising from or in connection with the distribution of
26 settlement benefits.

27 6. As of the date the Defendant funds the Gross Settlement Amount in full, each Class
28 Member who has not validly opted out has released the “Released Class Claims” against the

1 Defendant as set forth in the Agreement.

2 7. As used in paragraph 6 above, the quoted terms have the meanings set forth below: The
3 Released Class Claims are defined as any and all claims alleged in the Operative Complaint, or
4 which could have been alleged in the Operative Complaint based on the facts alleged, which
5 occurred during the Class Period, and expressly excluding all other claims, including claims for
6 vested benefits, wrongful termination, unemployment insurance, disability, social security,
7 workers' compensation, and class claims outside of the Class Period.

8 7. As of the date the Defendant funds the Gross Settlement Amount, the Plaintiff, the Labor
9 and Workforce Development Agency ("LWDA"), the State of California, and each "PAGA Class
10 Member" has released the Defendant from the "Released PAGA Claims" for the "PAGA Period"
11 as set forth in the Agreement.

12 8. As used in paragraph 7 above, the quoted terms have the meanings set forth below: The
13 PAGA Class Members are defined as all non-exempt employees who are or previously were
14 employed by OWL INC., dba OWL TRANSPORTATION, and who performed work in California
15 during the PAGA Period. The Released PAGA Claims are defined as any and all PAGA claims for
16 PAGA civil penalties alleged in the Operative Complaint and Plaintiff's PAGA Notice to the
17 LWDA, or that could have reasonably been alleged in the Operative Complaint or Plaintiff's
18 PAGA Notice based on the facts alleged, which occurred during the PAGA Period, and expressly
19 excluding all other claims, including claims for vested benefits, wrongful termination,
20 unemployment insurance, disability, social security, workers' compensation, and PAGA claims
21 outside of the PAGA Period. The PAGA Period means the period of May 14, 2020, through the
22 earlier of the date the court grants preliminary approval or April 30, 2023.

23 9. Plaintiff shall give notice of this Judgment to the Labor and Workforce Development
24 Agency within ten (10) days after entry of the Judgment or order pursuant to California Labor
25 Code section 2699(1)(3).

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IT IS SO ORDERED.

Dated: 07/16/2024

Electronically
SIGNED
By /s/ Swope, Raymond

HONORABLE RAYMOND SWOPE
JUDGE OF THE SUPERIOR COURT

EXHIBIT A

KLINEDINST, PC

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Attorneys for Plaintiff and representative classes

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN MATEO

WILLIAM M. RIEDL an individual, on behalf
of himself and on behalf of all persons
similarly situated,

Plaintiff,

v.

OWL, INC. dba OWL TRANSPORTATION,
a Florida corporation doing business in
California and DOES 1-50, inclusive

Defendants.

Case No. 21-CIV-02704

[Action Filed: May 11, 2021]

**STIPULATION OF SETTLEMENT OF
CLASS ACTION CLAIMS AND
RELEASE OF CLAIMS**

Judge: Honorable Raymond Swope
Dept.: 23

1 This Stipulation of Class Action Settlement and Release of Claims is entered into by and
2 between plaintiff WILLIAM M. RIEDL (hereinafter “Plaintiff”), individually and on behalf of the
3 putative class and the State of California as a private attorney general, and Defendants OWL, INC.
4 dba OWL TRANSPORTATION. (hereinafter, collectively “Defendants”):

5 **I. DEFINITIONS**

- 6 A. “Action” shall mean the putative class action lawsuit designated *William M. Riedl v.*
7 *Owl Inc. dba Owl Transportation – Case No.: 21-CIV-02704*, filed May 11, 2021
8 (hereinafter “the Action”).
- 9 B. “Aggrieved Employees” shall mean all current and former non-exempt employees of
10 Defendants in the State of California at any time during the PAGA Period.
- 11 C. “Aggrieved Employee Payment” shall mean the twenty-five percent (25%) of the
12 PAGA Payment (\$3,562.50) that will be distributed to the Aggrieved Employees as
13 described in this Agreement.
- 14 D. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of
15 Class Action and Release of Claims.
- 16 E. “Class Counsel” shall mean Matt Blum of The Law Office of Matt Blum and Jean-
17 Claude Lapuyade, Esq. of JCL Law Firm, APC.
- 18 F. “Class Counsel Award” means the award of attorneys’ fees that the Court authorizes
19 to be paid to Class Counsel for the services they have rendered to Plaintiff and the
20 Class in the Action, consisting of attorneys’ fees currently not to exceed one-third of
21 the \$285,000.00 Gross Settlement Amount. Fees are currently estimated to be Ninety-
22 Five Thousand Dollars (\$95,000.00) **plus** reimbursement for all litigation expenses
23 actually incurred by Class Counsel in the Action, not to exceed Twenty-Five
24 Thousand Dollars and Zero Cents (\$25,000.00). The attorneys’ fees portion of the
25 Class Counsel Class Counsel Award will be allocated 65% to the Law Office of Matt
26 Blum and 35% to JCL Law Firm. A reduction of the Class Counsel Award shall not
27 be grounds to nullify this Agreement.
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- 1 G. “Class Data” means information regarding Class Members that Defendants will in
2 good faith compile from its records and provide to the Settlement Administrator. It
3 shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class
4 Member’s full name; last known address; Social Security Number; and start dates and
5 end dates (if applicable) of employment.
- 6 H. “Class Members” or the “Class” shall mean all current and former non-exempt
7 employees of Defendants in the State of California at any time during the Class Period
- 8 I. “Class Period” means the period from March 21, 2017 (including any preceding time-
9 period applicable for alleged tolling under Emergency Rule 9, of the California Rules
10 of Court related to COVID-19), through the earlier of the date the Court grants
11 preliminary approval or April 30, 2023.
- 12 J. “Class Representative Service Award” means the amount that the Court authorizes to
13 be paid to the Class Representative, in addition to his Individual Settlement Payment
14 and his pro-rata share of the PAGA Payment, in recognition of his efforts and risks in
15 assisting with the prosecution of the Action and in exchange for executing a general
16 release of all known and unknown claims he may have against Defendants and
17 Released Parties, based on his employment with any one or more of the Released
18 Parties.
- 19 K. “Class Representative” shall mean plaintiff WILLIAM RIEDL.
- 20 L. “Court” shall mean the Superior Court for the State of California, County of San
21 Mateo currently presiding over the Action.
- 22 M. “Defendants” shall mean Owl Inc. dba Owl Transportation.
- 23 N. “Effective Date” shall mean the date the Court’s order approving the settlement and
24 judgment thereon (“Judgment”) becomes final. For purposes of the Settlement
25 Agreement, the court’s Judgment “becomes final” upon the later of : (i) if not appeal
26 is filed, 60 calendar days after notice of entry of the Court’s Judgment; (ii) if an appeal
27 is filed, the date affirmance of an appeal of the Judgment becomes final; or (iii) if an
28 appeal is filed, the date of final dismissal of any appeal from the Judgement of the

1 final dismissal of any proceeding on review of any court of appeal decision relating
2 to the Judgment.

3 O. "Funding Date" shall mean five (5) calendar days after the Effective Date and is the
4 date Defendants transfer the Gross Settlement Amount into the QSF in accord with
5 the terms of this Agreement.

6 P. "Gross Settlement Amount" shall mean Two Hundred and Eighty-Five Thousand
7 Dollars and Zero Cents (\$285,000.00) that Defendants must pay into the QSF,
8 inclusive of the sum of the Individual Settlement Payments, the Class Representative
9 Service Award, the Class Counsel Award, PAGA Payment and the Settlement
10 Administration Costs and **exclusive** of the employer's share of payroll tax, if any,
11 triggered by any payment under this Settlement.

12 Q. "Individual Settlement Payment" shall mean the amount payable from the Net
13 Settlement Amount to each Settlement Class Member and excludes the Aggrieved
14 Employee Payments.

15 R. "LWDA" shall mean the Labor and Workforce Development Agency.

16 S. "LWDA Payment" shall mean the seventy-five percent (75%) of the PAGA Payment
17 (\$10,687.50) payable to the to the LWDA.

18 T. "Net Settlement Amount" or "NSA" shall mean the Gross Settlement Amount, less
19 Class Counsel Award, Class Representative Service Award, PAGA Payment, and
20 Settlement Administration Costs.

21 U. "Notice Packet" shall mean the Class Notice to be provided to the Class Members by
22 the Settlement Administrator in the form set forth as Exhibit A to this Agreement
23 (other than formatting changes to facilitate printing by the Settlement Administrator).

24 V. "PAGA" shall mean the California Labor Code Private Attorneys General Act of
25 2004, Labor Code § 2698 *et seq.*

26 W. "PAGA Pay Periods" shall mean, for purposes of calculating the distribution of the
27 Aggrieved Employee Payment, the number of pay periods of employment during the
28

PAGA Period that each Aggrieved Employee worked in California. In the present matter, the estimated number of workweeks are 7,895.

X. “PAGA Payment Ratio” shall mean the respective number of PAGA Pay Periods during the PAGA Period for each Aggrieved Employee divided by the sum total of the PAGA Pay Periods for all Aggrieved Employees during the PAGA Period.

Y. “PAGA Period” shall mean the period between May 14, 2020 through the earlier of the earlier of the date the Court grants preliminary approval or April 30, 2023.

Z. “PAGA Payment” shall mean Fourteen Thousand Two Hundred Fifty Thousand (\$14,250.00) to be allocated from the Gross Settlement Amount for settlement of PAGA Claims asserted in the Action.

AA. “Parties” means Plaintiff and Defendants, collectively, and “Party” shall mean either Plaintiff or Defendants, individually.

BB. “Payment Ratio” shall mean the respective number of Workweeks for each Class Member divided by the sum-total Workweeks for all Class Members.

CC. “Plaintiff” shall mean WILLIAM RIEDL.

DD. “QSF” shall mean the qualified settlement fund established, designated, and maintained by the Settlement Administrator to fund the Gross Settlement Amount. The QSF shall be established in federally insured bank accounts (i.e., FDIC). ***All accrued interest in the QSF shall be paid and distributed to the Settlement Class Members as part of their respective Individual Settlement Payment.***

EE. “Released Class Claims” shall mean all claims, debts, liabilities, demands, obligations, or penalties, premium pay, guarantees, costs, expenses, attorneys’ fees, damages, restitution, actions or causes of action of whatever kind or nature, contingent or accrued, and irrespective of theory of recovery, that were or could have been brought based on the facts or claims alleged in any version of the complaints filed in the Action, arising during the Class Period, except for claims for PAGA Penalties which are separately released herein. The Released Class Claims include, but are not limited to, failure to provide meal periods, failure to authorize and permit

rest periods, short/late meal and rest periods, failure to relieve of all duties during meal and rest periods, failure to pay or properly compensate meal or rest break premiums, failure to furnish accurate wage statements, failure to pay final wages upon separation of employment, claims related to pay wages based on failure to properly calculate the regular rate of pay, failure to reimburse business expenses, claims derivative and/or related to these claims, liquidated damages, conversion of wages, and claims under the UCL (Business and Professions Code Section 17200 *et seq.*) arising from the Labor Code violations released herein.

FF. “Released PAGA Claims” means all claims for penalties under PAGA during the PAGA Period that were or could have been alleged in the Action based on the facts or claims alleged in any version of the complaint or enumerated in the LWDA Letter irrespective of the underlying theory of recovery supporting the claim for PAGA penalties.

GG. “Released Parties” shall mean Defendants, Owl Inc. dba Owl Transportation and their predecessors, successors, subsidiaries, parent companies, other corporate affiliates, and assigns, and all of its owners, shareholders, members, officers, directors, exempt employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by, through, under or in concert with any of them.

HH. “Response Deadline” shall mean the date forty-five (45) days after the Settlement Administrator mails Notice Packets to Class Members and the last date on which Class Members may submit requests for exclusion or objections to the Settlement.

II. “Settlement” means the disposition of the Action pursuant to this Agreement.

JJ. “Settlement Administrator” shall mean ILYM GROUP, INC. 14751 Plaza Dr Suite L, Tustin, CA 92780

KK. “Settlement Class Members” or “Settlement Class” shall mean all Class Members who have not submitted a timely and valid request for exclusion as provided in this Agreement.

1 LL. "Workweeks" shall mean, for purposes of calculating the distribution of the Net
2 Settlement Amount, the number of weeks of employment during the Class Period that
3 each Class Member and/or Settlement Class Member was employed by Defendants
4 in California.

5 **II. RECITALS**

6 A. On My 11, 2021, Plaintiff filed a complaint in California superior court alleging class
7 claims.

8 B. On May 14, 2021, Plaintiff submitted a notice of violations to the LWDA and
9 Defendants.

10 C. Shortly thereafter, Plaintiff submitted an amended notice of PAGA claims to the
11 LWDA.

12 D. On July 28, 2021, Plaintiff filed a first amended complaint which included all class
13 and PAGA claims as follows:

14 1. FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL LAB.
15 CODE §§ 410, 1194, 1198, *et seq.*

16 2. FAILURE TO PAY WAGES AT THE TIME OF DISCHARGE IN
17 VIOLATION OF CAL. LABOR CODE §§ 201, 202, 203;

18 3. FAILURE TO PROVIDE ACCURATELY ITEMIZED PAY STUBS IN
19 VIOLATION OF CAL. LAB. CODE § 226;

20 4. FAILURE TO PAY WAGES WHEN DUE IN VIOLATION OF CAL.
21 LABOR CODE §§ 204, 210;

22 5. UNFAIR AND UNLAWFUL BUSINESS PRACTICE IN VIOLATION OF
23 CAL. BUSINESS AND PROFESSIONS CODE § 17200 *et seq*

24 6. FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION
25 OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE
26 ORDER;

27 7. FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION
28 OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE
ORDER;

8. FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB.
CODE § 510, *ET SEQ.*

9. LABOR CODE PRIVATE ATTORNEY GENERAL ACT PURSUANT TO
CAL. LAB. CODE §§ 2698, *et seq.*

- 1 E. The Class Representative believes he has meritorious claims based on alleged
2 violations of the California Labor Code, and the Industrial Welfare Commission
3 Wage Orders, and that class certification is appropriate because the prerequisites for
4 class certification can be satisfied in the Action, and this action is manageable as a
5 PAGA representative action.
- 6 F. Defendants deny any liability or wrongdoing of any kind associated with the claims
7 alleged in the Action, dispute any wages, damages and penalties claimed by the Class
8 Representative are owed, and further contend that, for any purpose other than
9 settlement, the Action is not appropriate for class or representative action treatment.
10 Defendants contend, among other things, that at all times they complied with the
11 California Labor Code and the Industrial Welfare Commission Wage Orders.
- 12 G. The Class Representative is represented by Class Counsel. Class Counsel conducted
13 an investigation into the facts relevant to the Action, including conducting an
14 independent investigation as to the allegations, reviewing documents and information
15 exchanged through informal discovery, and reviewing documents and information
16 provided by Defendants pursuant to informal requests for information to prepare for
17 mediation. Defendants produced for the purpose of settlement negotiations certain
18 employment data concerning the Settlement Class, which Class Counsel reviewed
19 and analyzed. Based on their own independent investigation and evaluation, Class
20 Counsel is of the opinion that the Settlement with Defendants is fair, reasonable, and
21 adequate, and is in the best interest of the Settlement Class in light of all known facts
22 and circumstances, including the risks of significant delay, defenses asserted by
23 Defendants, uncertainties regarding class certification, and numerous potential
24 appellate issues. Although they deny any liability, Defendants are agreeing to this
25 Settlement solely to avoid the inconveniences and cost of further litigation. The
26 Parties have agreed to settle the claims on the terms set forth in this Agreement.
- 27 H. On November 7, 2022, the Parties participated in mediation presided over by Jill
28 Sperber, Esq., an experienced mediator of wage and hour class actions. The

mediation concluded without a settlement. Subsequently, Mediator Sperber made a mediator's proposal. The Parties agreed to the mediator's proposal which was subsequently memorialized in the form of a Memorandum of Understanding ("MOU") as well as a preliminary settlement agreement.

I. This Agreement replaces and supersedes the MOU and any other agreements, understandings, or representations between the Parties. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants or Released Parties that the claims in the Action of Plaintiff or the Class Members have merit or that Defendants bear any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendants' defenses in the Action have merit.

J. The Parties believe that the Settlement is fair, reasonable and adequate. The Settlement was arrived at through arm's-length negotiations and with the assistance of Mediator Sperber, taking into account all relevant factors. The Parties recognize the uncertainty, risk, expense and delay attendant to continuing the Action through trial and any appeal. Accordingly, the Parties desire to fully, finally, and forever settle, compromise and discharge all disputes and claims arising from or relating to the Action. In addition, mediator Jill Sperber, may, at the Parties' discretion, execute a declaration supporting the settlement, and the Court may, in its discretion, contact Jill Sperber to discuss the settlement, and whether the settlement is fair and reasonable.

K. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendants reserve the right to contest certification of any class for any reason and reserve all available defenses to the claims in the Action.

Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

III. TERMS OF AGREEMENT

A. Settlement Consideration and Settlement Payments by Defendants.

1. Settlement Consideration. In full and complete settlement of the Action, and in exchange for the releases set forth below, Defendants will pay the Gross Settlement Amount of Two Hundred Eighty-Five Thousand Dollars and Zero Cents (\$285,000.00). The Parties agree that this is a non-reversionary Settlement and that no portion of the Gross Settlement Amount shall revert to Defendants. Other than the Defendants' share of employer payroll taxes, and as provided in Section III(A)(2) below, Defendants shall not be required to pay more than the Gross Settlement Amount. Defendants are jointly and severally liable for payment of the Gross Settlement Amount. Consistent with the preliminary settlement agreement, Defendants have agreed to fund the Gross Settlement Amount through monthly payments into an escrow settlement account that will be fully funded by February 27, 2024. In no event shall the full settlement amount be due before February 28, 2024.
2. Class Size. Defendants estimate the number of Class Members during the Class Period is 143. Defendants also estimates that the number of Workweeks worked by the Class Members during the Class Period is 9603("Projected Workweeks"). If the actual number of Workweeks during the Class Period increases by more than 5% over the Projected Workweeks (i.e., that is above 10,083 Workweeks), Defendants shall increase the Gross Settlement Amount on a proportional basis equal to the percentage increase in the Workweeks above 5% (i.e., if there is a 6% increase in the number of Workweeks during the Class Period, Defendants have the option to increase the Gross Settlement Amount by 1% to cover the entire Class Period.)
3. Settlement Payment. Defendants, and each of them, are jointly and severally liable for payment of the Gross Settlement Amount. Defendants shall pay, via wire transfer or check, the Gross Settlement Amount to the Settlement Administrator on the Funding Date.

1 4. Defendants' Share of Payroll Taxes. The Defendants' share of employer side
2 payroll taxes is in addition to the Total Settlement Amount and shall be paid
3 by Defendants within ten (10) calendar days of request by the Settlement
4 Administrator.

5 B. Release by Settlement Class Members. As of the Funding Date, in exchange for the
6 consideration set forth in this Agreement, Plaintiff and the Settlement Class Members,
7 forever release and discharge the Released Parties from the Released Class Claims for
8 the Class Period.

9 C. Release by the Aggrieved Employees. As of the Funding Date, in exchange for the
10 consideration set forth in this Agreement, each of the Aggrieved Employees, the
11 Plaintiff, the LWDA and the State of California, forever release and discharge the
12 Released Parties from the Released PAGA Claims for the PAGA Period.

13 D. General Release by Plaintiff. As of the Funding Date, for the consideration set forth
14 in this Agreement, Plaintiff waives, releases, acquits and forever discharges the
15 Released Parties from any and all claims, including but not limited to: Any and all
16 wage-and-hour claims arising under the laws of the State of California, including,
17 without limitation, statutory, constitutional, contractual, and/or common law claims
18 for wages, damages, restitution, unreimbursed expenses, equitable relief, penalties,
19 liquidated damages, interest, and/or punitive damages (including, without limitation,
20 claims under any applicable Industrial Welfare Commission Wage Order, the
21 California Private Attorneys General Act, or any other provision of the California
22 Labor Code); Title VII of the Civil Rights Act of 1964; 42 U.S.C. § 1981; the
23 Americans With Disabilities Act; Sections 503 and 504 of the Rehabilitation Act of
24 1973; the Family Medical Leave Act; the Fair Labor Standards Act; the Employee
25 Retirement Income Security Act; the Occupational Safety and Health Act; the Worker
26 Adjustment and Retraining Notification Act, as amended; the California Unfair
27 Competition Law (Cal. Bus. & Prof. Code § 17200 *et seq.*); the California Fair
28 Employment and Housing Act; any state, civil, or statutory laws, including any and all

1 human rights laws and laws against discrimination; any claims that could have been
2 alleged in the Lawsuit; and any other federal, state, or local statutes, codes, or
3 ordinances; any common law, contract law, or tort law cause of action; and any claims
4 for interest, attorneys' fees, and/or costs. This release does not extend to claims that
5 cannot be released as a matter of law, such as workers' compensation claims. Further,
6 in exchange for his Class Representative Service Award, Plaintiff expressly waives the
7 protections of California Civil Code section 1542, and it is his intention in executing
8 this Agreement that the same shall be effective as a bar to each and every claim,
9 complaint, action, debts, promises, demand, cause of action, obligation, damage,
10 liability, charge, attorneys' fees and costs herein above released. Plaintiff also waives
11 and relinquishes any and all claims, rights or benefits, if any, arising under California
12 Civil Code § 1542, which provides as follows:

13 ***A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE***
14 ***CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO***
15 ***EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE***
16 ***RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE***
17 ***MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR***
18 ***OR RELEASED PARTY.***

19 Thus, notwithstanding the provisions of section 1542, and to implement a full and
20 complete release and discharge of the Released Parties, Plaintiff expressly
21 acknowledges this Settlement Agreement is intended to include in its effect, without
22 limitation, all claims Plaintiff does not know or suspect to exist in Plaintiff's favor at
23 the time of signing this Settlement Agreement, and that this Settlement Agreement
24 contemplates the extinguishment of any such claims. Plaintiff warrants that Plaintiff
25 has read this Settlement Agreement, including this waiver of California Civil Code
26 section 1542, and that Plaintiff has consulted with or had the opportunity to consult
27 with counsel of Plaintiff's choosing about this Settlement Agreement and specifically
28 about the waiver of section 1542, and that Plaintiff understands this Settlement

1 Agreement and the section 1542 waiver, and so Plaintiff freely and knowingly enters
2 into this Settlement Agreement. Plaintiff further acknowledges that Plaintiff later may
3 discover facts different from or in addition to those Plaintiff now knows or believes to
4 be true regarding the matters released or described in this Settlement Agreement, and
5 even so Plaintiff agrees that the releases and agreements contained in this Settlement
6 Agreement shall remain effective in all respects notwithstanding any later discovery of
7 any different or additional facts. Plaintiff expressly assumes any and all risk of any
8 mistake in connection with the true facts involved in the matters, disputes, or
9 controversies released or described in this Settlement Agreement or with regard to any
10 facts now unknown to Plaintiff relating thereto.

11 E. Nullification of Settlement Agreement. If this Settlement Agreement is not
12 preliminarily or finally approved by the Court, or is reversed, withdrawn or modified
13 by the Court, or in any way prevents or prohibits Defendants from obtaining a complete
14 resolution of the Released Class Claims and Released PAGA Claims, or if Defendants
15 fail to fully fund the Gross Settlement Amount, or if more than 10% of the Class
16 Members request exclusion from the Settlement, Defendants may rescind the
17 Settlement within ten (10) business days of learning this information. The Parties
18 agree that, if either Defendants rescinds, the Settlement shall be void *ab initio*, have
19 no force or effect whatsoever, and that neither Party will have any further obligation
20 to perform under this Agreement.:

- 21 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
22 and shall not be admissible in any judicial, administrative or arbitral
23 proceeding for any purpose or with respect to any issue, substantive or
24 procedural;
- 25 2. The conditional class certification (obtained for any purpose) shall be void *ab*
26 *initio* and of no force or effect, and shall not be admissible in any judicial,
27 administrative or arbitral proceeding for any purpose or with respect to any
28 issue, substantive or procedural; and

1 3. None of the Parties to this Settlement will be deemed to have waived any
2 claims, objections, defenses or arguments in the Action, including with respect
3 to the issue of class certification.

4 4. If Defendants fail to fully fund the Gross Settlement Amount, or Defendant
5 elects to revoke this Agreement because more than 10% of the Class Members
6 request exclusion from the Settlement, Defendants shall bear the sole
7 responsibility for any cost to issue or reissue any curative notice to the
8 Settlement Class Members and all Settlement Administration Costs incurred
9 to the date of nullification.

10 F. Certification of the Settlement Class. The Parties stipulate to conditional class
11 certification of the Class for the Class Period for purposes of settlement only. In the
12 event that this Settlement is not approved by the Court, fails to become effective, or is
13 reversed, withdrawn or modified by the Court, or in any way prevents or prohibits
14 Defendants from obtaining a complete resolution of the Released Class Claims or the
15 Released PAGA Claims, the conditional class certification (obtained for any purpose)
16 shall be void *ab initio* and of no force or effect, and shall not be admissible in any
17 judicial, administrative or arbitral proceeding for any purpose or with respect to any
18 issue, substantive or procedural.

19 G. Tax Liability. The Parties make no representations as to the tax treatment or legal
20 effect of the payments called for, and Class Members and/or Aggrieved Employees
21 are not relying on any statement or representation by the Parties in this regard.
22 Class Members and/or Aggrieved Employees understand and agree that they will be
23 responsible for the payment of any taxes and penalties assessed on the Individual
24 Settlement Payments and/or individual shares of the Aggrieved Employee Payment
25 and will be solely responsible for any penalties or other obligations resulting from
26 their personal tax reporting of Individual Settlement Payments and/or Aggrieved
27 Employee Payment. Plaintiff shall be solely and legally responsible for paying any
28 and all applicable taxes on these Class Representative Service Award and shall hold

1 Defendants harmless from any claim or liability for taxes, penalties or interest
2 arising as a result of the payment. Defendants made no representations as to the tax
3 treatment or legal effect of the payment called for herein, and Plaintiff is not relying
4 on any statement or representation by Defendants or Defendants' counsel in this
5 regard. Neither Defendants, nor its counsel shall have any liability for any tax
6 implications related to the receipt of settlement funds herein, including by the third-
7 party settlement administrator; any and all such liability and/or obligations shall be
8 borne solely by the recipients of any funds to be paid by Defendants herein. The
9 Parties acknowledge neither Defendants nor Plaintiffs' counsel have provided any
10 tax-related advice whatsoever. The Settlement Administrator shall have and use its
11 own Employer Identification Number for purposes of calculating payroll tax
12 withholdings and providing reports to state and federal tax authorities.

13 H. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
14 the "acknowledging party" and each Party to this Agreement other than the
15 acknowledging party, an "other party") acknowledges and agrees that: (1) no provision
16 of this Agreement, and no written communication or disclosure between or among the
17 Parties or their attorneys and other advisers, is or was intended to be, nor shall any
18 such communication or disclosure constitute or be construed or be relied upon as, tax
19 advice within the meaning of United States Treasury Department circular 230 (31 CFR
20 part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,
21 her or its own, independent legal and tax counsel for advice (including tax advice) in
22 connection with this Agreement, (b) has not entered into this Agreement based upon
23 the recommendation of any other Party or any attorney or advisor to any other Party,
24 and (c) is not entitled to rely upon any communication or disclosure by any attorney
25 or adviser to any other party to avoid any tax penalty that may be imposed on the
26 acknowledging party, and (3) no attorney or adviser to any other Party has imposed
27 any limitation that protects the confidentiality of any such attorney's or adviser's tax
28 strategies (regardless of whether such limitation is legally binding) upon disclosure by

the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

I. Preliminary Approval Motion. At the earliest practicable time, Plaintiff shall file with the Court a Motion for Order Granting Preliminary Approval and supporting papers, which shall include this Settlement Agreement. Plaintiff will provide Defendants with a draft of the Motion at least three (3) business days prior to the filing of the Motion to give Defendants an opportunity to propose changes or additions to the Motion.

J. Settlement Administrator. The Settlement Administrator shall be responsible for: establishing and administering the QSF; establishing and maintaining a case specific webpage with information about the Settlement hosted on the Settlement Administrator's website, calculating, processing and mailing payments to the Class Representative, Class Counsel, Settlement Class Members, Aggrieved Employees and the LWDA; printing (in English and Spanish) and mailing the Notice Packets to the Class Members as directed by the Court; receiving and reporting the objections and requests for exclusion; calculating, deducting and remitting all legally required taxes from Individual Settlement Payments and distributing tax forms for the Wage Portion and Non-Wage Portion of the Individual Settlement Payments and/or Aggrieved Employee Payments; processing and mailing tax payments to the appropriate state and federal taxing authorities; providing declaration(s) as necessary in support of preliminary and/or final approval of this Settlement; and other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities by among other things, sending a weekly status report to the Parties' counsel stating the date of the mailing, the of number of Requests for Exclusion from the Settlement it receives (including the numbers of valid and deficient), the full names of the Class Members who requested exclusion from the Settlement, and number of objections received.

K. Notice Procedure.

1 1. Class Data. No later than ten (10) calendar days after the Preliminary
2 Approval Date, Defendants shall provide the Settlement Administrator with
3 the Class Data for purposes of preparing and mailing Notice Packets to the
4 Class Members. To protect Class Members' privacy rights, the Settlement
5 Administrator must maintain the Class Data in confidence, use the Class Data
6 only for purposes of this Settlement and for no other purpose, and restrict
7 access to the Class Data to Settlement Administrator employees who need
8 access to the Class Data to effect and perform under this Agreement.

9 2. Notice Packets.

10 a) The Notice Packet shall contain the Notice of Class Action Settlement
11 in a form substantially similar to the form attached as **Exhibit A**. The
12 Notice of Class Action Settlement shall inform Class Members and
13 Aggrieved Employees that they need not do anything in order to
14 receive an Individual Settlement Payment and/or Aggrieved
15 Employees' individual shares of the PAGA Payment and to keep the
16 Settlement Administrator apprised of their current mailing address, to
17 which the Individual Settlement Payments and/or Aggrieved
18 Employee Payment will be mailed following the Funding Date. The
19 Notice of Class Action Settlement shall set forth the release to be given
20 by all members of the Class who do not request to be excluded from
21 the Settlement Class and/or Aggrieved Employees' in exchange for an
22 Individual Settlement Payment and/or Aggrieved Employee Payment,
23 the number of Workweeks worked by each Class Member during the
24 Class Period and PAGA Pay Periods worked by each Aggrieved
25 Employee during the PAGA Period, if any, and the estimated amount
26 of their Individual Settlement Payment if they do not request to be
27 excluded from the Settlement and the estimated amount of each
28 Aggrieved Employee Payment, if any. The Settlement Administrator

1 shall use the Class Data to determine Class Members' Workweeks and
2 the Aggrieved Employees' PAGA Pay Periods. The Notice will also
3 advise the Aggrieved Employees that they will release the Released
4 PAGA Claims and will receive their share of the Aggrieved Employee
5 Payment regardless of whether they request to be excluded from the
6 Settlement.

7 b) The Notice Packet's mailing envelope shall include the following
8 language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE
9 ENTITLED TO PARTICIPATE IN A CLASS ACTION
10 SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR
11 ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED
12 NOTICE."

13 3. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the
14 Settlement Administrator will perform a search based on the National Change
15 of Address Database to update and correct any known or identifiable address
16 changes. No later than fourteen (14) calendar days after receiving the Class
17 Data from Defendants, the Settlement Administrator shall mail copies of the
18 Notice Packet to all Class Members via regular First-Class U.S. Mail. The
19 Settlement Administrator shall exercise its best judgment to determine the
20 current mailing address for each Class Member. The address identified by the
21 Settlement Administrator as the current mailing address shall be presumed to
22 be the best mailing address for each Class Member.

23 4. Undeliverable Notices. Not later than three (3) business days after the
24 Settlement Administrator's receipt of any Class Notice returned by the United
25 States Postal Service ("USPS") as undelivered, the Settlement Administrator
26 shall remail the Class Notice using any forwarding address provided by the
27 USPS. If the USPS does not provide a forwarding address, the Settlement
28 Administrator shall conduct a Class Member Address Search, and re-mail the

1 Class Notice to the most current address obtained. The Settlement
2 Administrator has no obligation to make further attempts to locate or send
3 Class Notice to Class Members whose Class Notice is returned by the USPS
4 a second time. Class Members who received a re-mailed Notice Packet shall
5 have their Response Deadline extended fifteen (15) days from the original
6 Response Deadline.

7 5. Disputes Regarding Individual Settlement Payments. Class Members will
8 have the opportunity, should they disagree with Defendants' records regarding
9 the start and end dates of employment to provide documentation and/or an
10 explanation to show contrary dates. If there is a dispute, Defendants' records
11 will be presumed determinative. The Settlement Administrator shall
12 determine the eligibility for, and the amounts of, any Individual Settlement
13 Payments under the terms of this Agreement. The Settlement Administrator's
14 determination of the eligibility for and amount of any Individual Settlement
15 Payment shall be binding upon the Class Member and the Parties.

16 6. Disputes Regarding Administration of Settlement. Any disputes not resolved
17 by the Settlement Administrator concerning the administration of the
18 Settlement will be resolved by the Court under the laws of the State of
19 California. Before any such involvement of the Court, counsel for the Parties
20 will confer in good faith to resolve the disputes without the necessity of
21 involving the Court.

22 7. Exclusions. The Notice of Class Action Settlement contained in the Notice
23 Packet shall state that Class Members who wish to exclude themselves from
24 the Settlement must submit a written request for exclusion by the Response
25 Deadline. The written request for exclusion must state that the Class Member
26 wishes to exclude himself or herself from the Settlement and (1) must contain
27 the name, address, and the last four digits of the Social Security number of the
28 person requesting exclusion; (2) must be signed by the Class Member; (3)

1 must be postmarked or fax stamped by the Response Deadline and returned to
2 the Settlement Administrator at the specified address or fax telephone number;
3 and (4) contain a typewritten or handwritten notice stating in substance: “I
4 wish to opt out of the settlement of the class action lawsuit entitled *Riedl v.*
5 *Owl, Inc.* currently pending in the Superior Court for the County of San
6 Mateo, Case No. 21-CIV-02704. I understand that by requesting to be
7 excluded from the settlement, I will receive no money from the Settlement
8 described in this Notice.” The request for exclusion will not be valid if it is
9 not timely submitted, if it is not signed by the Class Member, or if it does not
10 contain the name and address and last four digits of the Social Security number
11 of the Class Member. The date of the postmark on the mailing envelope or
12 fax stamp on the request for exclusion shall be the exclusive means used to
13 determine whether the request for exclusion was timely submitted. Any Class
14 Member who requests to be excluded from the Settlement Class will not be
15 entitled to an Individual Settlement Payment and will not be otherwise bound
16 by the terms of the Settlement or have any right to object, appeal or comment
17 thereon. However, any Class Member that submits a timely request for
18 exclusion that is also a member of the Aggrieved Employees will still receive
19 his/her pro rata share of the Aggrieved Employee Payment, as specified
20 below, and in consideration, will be bound by the Released PAGA Claims as
21 set forth herein. Settlement Class Members who fail to submit a valid and
22 timely written request for exclusion on or before the Response Deadline shall
23 be bound by all terms of the Settlement and any final judgment entered in this
24 Action if the Settlement is approved by the Court. No later than fourteen (14)
25 calendar days after the Response Deadline, the Settlement Administrator shall
26 provide counsel for the Parties with a final list of the Class Members who have
27 timely submitted written requests for exclusion. At no time shall any of the
28 Parties or their counsel seek to solicit or otherwise encourage members of the

1 Class to submit requests for exclusion from the Settlement. If more than 10%
2 of the Class Members request exclusion from the Settlement, Defendants may
3 rescind the Settlement within ten (10) business days of learning this
4 information. The Parties agree that, if either Defendants rescinds, the
5 Settlement shall be void *ab initio*, have no force or effect whatsoever, and that
6 neither Party will have any further obligation to perform under this
7 Agreement.

- 8 8. Objections. The Notice of Class Action Settlement contained in the Notice
9 Packet shall state that Class Members who wish to object to the Settlement
10 may submit to the Settlement Administrator a written statement of objection
11 (“Notice of Objection”) by the Response Deadline. The postmark date of
12 mailing shall be deemed the exclusive means for determining that a Notice of
13 Objection was served timely. The Notice of Objection must be signed by the
14 Settlement Class Member and state: (1) the case name and number; (2) the
15 name of the Settlement Class Member; (3) the address of the Settlement Class
16 Member; (4) the last four digits of the Settlement Class Member’s Social
17 Security number; (4) the basis for the objection; and (5) if the Settlement Class
18 Member intends to appear at the Final Approval/Settlement Fairness Hearing.
19 Class Members who fail to make objections in writing in the manner specified
20 above may still make their objections orally at the Final Approval/Settlement
21 Fairness Hearing with the Court’s permission. Settlement Class Members will
22 have a right to appear at the Final Approval/Settlement Fairness Hearing to
23 have their objections heard by the Court. At no time shall any of the Parties
24 or their counsel seek to solicit or otherwise encourage Class Members to file
25 or serve written objections to the Settlement or appeal from the Order and
26 Final Judgment. Class Members who submit a written request for exclusion
27 may not object to the Settlement. Neither Class Members nor Aggrieved
28 Employees may not object to the PAGA Payment or Released PAGA Claims.

1 L. Allocation of the Gross Settlement Amount

- 2 1. Individual Settlement Payments. Individual Settlement Payments shall be
3 paid from the Net Settlement Amount and shall be paid pursuant to the
4 formula set forth herein. Using the Class Data, the Settlement Administrator
5 shall add up the total number of Workweeks for all Settlement Class Members.
6 The respective Workweeks for each Settlement Class Member will be divided
7 by the total Workweeks for all Class Members, resulting in the Payment Ratio
8 for each Settlement Class Member. Each Settlement Class Member's
9 Payment Ratio will then be multiplied by the Net Settlement Amount to
10 calculate each Settlement Class Member's estimated Individual Settlement
11 Payments. Each Individual Settlement Payment will be reduced by any
12 legally mandated employee tax withholdings (e.g., employee payroll taxes,
13 etc.). Individual Settlement Payments for Class Members who submit valid
14 and timely requests for exclusion will be redistributed to Settlement Class
15 Members who do not submit valid and timely requests for exclusion on a pro
16 rata basis based on their respective Payment Ratios.
- 17 2. Calculation of Aggrieved Employee Shares of the Aggrieved Employee
18 Payment. Using the Class Data, the Settlement Administrator shall add up the
19 total number of PAGA Pay Periods for all Aggrieved Employees during the
20 PAGA Period. The respective PAGA Pay Periods for each Aggrieved
21 Employee will be divided by the total PAGA Pay Periods for all Aggrieved
22 Employees, resulting in the "PAGA Payment Ratio" for each Aggrieved
23 Employee. Each Aggrieved Employee's PAGA Payment Ratio will then be
24 multiplied by the Aggrieved Employee Payment to calculate each Aggrieved
25 Employee's estimated share of the Aggrieved Employee Payment.
- 26 3. Allocation of Individual Settlement Payments. For tax purposes, Individual
27 Settlement Payments shall be allocated and treated as follows: 15% as wages
28 ("Wage Portion"); 85% as penalties and interest ("Non-Wage Portion"). The

1 Wage Portion is subject to wage withholdings and shall be reported on IRS
2 Form W-2 and its state and local equivalents. The Non-Wage Portion shall not
3 be subject to wage withholdings and shall be reported on IRS Form 1099 and
4 its state and local equivalents.

5 4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved
6 Employee Payments shall be allocated and treated as 100% penalties and shall
7 be reported on IRS Form 1099 and its state and local equivalents.

8 5. No Credit Toward Benefit Plans. The Individual Settlement Payments and
9 individual shares of the Aggrieved Employee Payment made to Settlement
10 Class Members and/or Aggrieved Employees under this Settlement
11 Agreement, as well as any other payments made pursuant to this Settlement
12 Agreement, will not be utilized to calculate any additional benefits under any
13 benefit plans to which any Class Members may be eligible, including, but not
14 limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase
15 plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan.
16 Rather, it is the Parties' intention that this Settlement Agreement will not
17 affect any rights, contributions, or amounts to which any Class Members may
18 be entitled under any benefit plans.

19 6. All monies received by Settlement Class Members under the Settlement which
20 are attributable to wages shall constitute income to such Settlement Class
21 Members solely in the year in which such monies actually are received by the
22 Settlement Class Members. It is the intent of the Parties that Individual
23 Settlement Payments and individual shares of the Aggrieved Employee Payment
24 provided for in this Settlement agreement are the sole payments to be made by
25 Defendants to Settlement Class Members and/or Aggrieved Employees in
26 connection with this Settlement Agreement, with the exception of Plaintiff, and
27 that the Settlement Class Members and/or Aggrieved Employees are not entitled
28

1 to any new or additional compensation or benefits as a result of having received
2 the Individual Settlement Payments and/or their shares of the PAGA Payment.

3 7. Mailing. Individual Settlement Payments and Aggrieved Employee Payments
4 shall be mailed by regular First-Class U.S. Mail to Settlement Class Members'
5 and/or Aggrieved Employees last known mailing address no later than fifteen
6 (15) calendar days after the Funding Date.

7 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved
8 Employees shall remain valid and negotiable for one hundred and eighty (180)
9 days from the date of their issuance. If a Settlement Class Member and/or
10 Aggrieved Employee does not cash his or her settlement check within ninety
11 (90) days, the Settlement Administrator will send a letter to such persons,
12 advising that the check will expire after the 180th day, and invite that
13 Settlement Class Member and/or Aggrieved Employee to request reissuance
14 in the event the check was destroyed, lost or misplaced. In the event an
15 Individual Settlement Payment and/or Aggrieved Employee's individual
16 share of the Aggrieved Employee Payment has not been cashed within one
17 hundred and eighty (180) days, all funds represented by such uncashed checks,
18 plus any interest accrued thereon, shall be sent to the State Controller's Office,
19 Unclaimed Property Division, in the name of the Settlement Class Member
20 and/or Aggrieved Employee.

21 9. Class Representative Service Award. In addition to the Individual Settlement
22 Payment and his share of the Aggrieved Employee Payment, Plaintiff will
23 apply to the Court for an award of not more than Ten Thousand Dollars and Zero
24 Cents (\$10,000), as the Class Representative Service Award. Defendants do
25 not presently intend to oppose a Class Representative Service Award of not more
26 than \$10,000.00 for Plaintiff. The Settlement Administrator shall pay the
27 Class Representative Service Award either in the amount stated herein if approved
28 by the Court or some other amount as

1 approved by the Court, to Plaintiff from the Gross Settlement Amount no later
2 than ten (10) calendar days after the Funding Date. Any portion of the
3 requested Class Representative Service Award that is not awarded to the Class
4 Representative shall be part of the Net Settlement Amount and shall be
5 distributed to Settlement Class Members as provided in this Agreement. The
6 Settlement Administrator shall issue an IRS Form 1099 — MISC and its state
7 and local equivalents to Plaintiff for his Class Representative Service Award.
8 Plaintiff shall be solely and legally responsible to pay all applicable taxes on
9 his Class Representative Service Award and shall hold harmless the Released
10 Parties from any claim or liability for taxes, penalties, or interest arising from
11 the Class Representative Service Award. Approval of this Settlement shall
12 not be conditioned on Court approval of the requested amount of the Class
13 Representative's Payment. If the Court reduces or does not approve the
14 requested Class Representative Service Award, Plaintiff shall not have the
15 right to revoke the Settlement, and it will remain binding.

- 16 10. Class Counsel Award. Defendants do not presently oppose or intend to object
17 to an application for attorneys' fees not to exceed one-third of the Gross
18 Settlement Amount of \$285,000.00. Fees are therefore estimated to be
19 \$95,000.00. Attorneys are also entitled to reimbursement of costs and
20 expenses supported by declaration not to exceed Twenty-Five Thousand
21 Dollars (\$25,000.00), from the Gross Settlement Amount. Any portion of the
22 requested Class Counsel Award that is not awarded to Class Counsel shall be
23 part of the Net Settlement Amount and shall be distributed to Settlement Class
24 Members as provided in this Agreement. The Settlement Administrator shall
25 allocate and pay the Class Counsel Award to Class Counsel from the Gross
26 Settlement Amount no later than ten (10) calendar days after the Gross
27 Settlement Amount is funded in full. Class Counsel shall be solely and legally
28 responsible to pay all applicable taxes on the payment made pursuant to this

1 paragraph. The Settlement Administrator shall issue an IRS Form 1099 —
2 MISC and its state and local equivalents to Class Counsel for the payments
3 made pursuant to this paragraph. In the event that the Court reduces or does
4 not approve the requested Class Counsel Award, Plaintiff and Class Counsel
5 shall not have the right to revoke the Settlement, or to appeal such order, and
6 the Settlement will remain binding.

7 11. PAGA Payment. Fourteen Thousand Two Hundred and Fifty Dollars
8 (\$14,250.00) shall be allocated from the Gross Settlement Amount for
9 settlement of claims for civil penalties under the Private Attorneys General
10 Act of 2004 (“PAGA Payment”). The Settlement Administrator shall pay
11 seventy-five percent (75%) of the PAGA Payment (\$10,687.50) to the LWDA
12 no later than twenty-five (25) calendar days after the Gross Settlement
13 Amount is funded in full (hereinafter “LWDA Payment”). Twenty-five
14 percent (25%) of the PAGA Payment (\$3,562.50) will be distributed to the
15 Aggrieved Employees as described in this Agreement (hereinafter “Aggrieved
16 Employee Payment”). For purposes of distributing the PAGA Payment to the
17 Aggrieved Employees, each Aggrieved Employee shall receive their pro-rata
18 share of the Aggrieved Employee Payment using the PAGA Payment Ratio
19 as defined above.

20 12. Settlement Administration Costs. The Settlement Administrator shall be paid
21 for the costs of administration of the Settlement from the Gross Settlement
22 Amount, not to exceed ten thousand dollars (\$10,000.00). The Settlement
23 Administrator shall be paid the Settlement Administration Costs no later than
24 twenty-five (25) calendar days after the Gross Settlement Amount is funded
25 in full. If the actual Settlement Administration Costs incurred is less than the
26 estimate provided herein, the difference between the actual and estimated
27 costs shall be returned to the Net Settlement Amount.
28

1 M. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with
2 the Court a Motion for Order Granting Final Approval and Entering Judgment, within
3 twenty-eight (28) days following the expiration of the Response Deadline, which
4 motion shall request final approval of the Settlement and a determination of the
5 amounts payable for the Class Representative Service Award, the Class Counsel
6 Award, the PAGA Payment, and the Settlement Administration Costs. Plaintiff will
7 provide Defendants with a draft of the Motion at least three (3) business days prior to
8 the filing of the Motion to give Defendants an opportunity to propose changes or
9 additions to the Motion.

10 1. Declaration by Settlement Administrator. No later than twenty (20) days after
11 the Response Deadline, the Settlement Administrator shall submit a
12 declaration in support of Plaintiff's motion for final approval of this
13 Settlement detailing the number of Notice Packets mailed and re-mailed to
14 Class Members, the number of undeliverable Notice Packets, the number of
15 timely requests for exclusion, the number of objections received, the amount
16 of the average Individual Settlement Payment, highest Individual Settlement
17 Payment, and lowest Individual Settlement Payment, the Settlement
18 Administration Costs, and any other information as the Parties mutually agree
19 or the Court orders the Settlement Administrator to provide.

20 2. Final Approval Order and Judgment. Class Counsel shall present an Order
21 Granting Final Approval of Class Action Settlement to the Court for its
22 approval, and Judgment thereon, at the time Class Counsel files the Motion
23 for Final Approval.

24 N. Review of Motions for Preliminary and Final Approval. Class Counsel will provide
25 an opportunity for Counsel for Defendants to review the Motions for Preliminary and
26 Final Approval, including the Order Granting Final Approval of Class Action
27 Settlement, and Judgment before filing with the Court. The Parties and their counsel
28 will cooperate with each other and use their best efforts to affect the Court's approval

1 of the Motions for Preliminary and Final Approval of the Settlement, and entry of
2 Judgment.

3 O. Cooperation. The Parties and their counsel will cooperate with each other and use
4 their best efforts to implement the Settlement.

5 P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
6 except such proceedings necessary to implement and complete the Settlement, pending
7 the Final Approval/Settlement Fairness Hearing to be conducted by the Court.

8 Q. Amendment or Modification. This Agreement may be amended or modified only by
9 a written instrument signed by all Parties or their successors-in-interest.

10 R. Entire Agreement. This Agreement and any attached Exhibit constitute the entire
11 Agreement among these Parties, and no oral or written representations, warranties or
12 inducements have been made to any Party concerning this Agreement or its Exhibit
13 other than the representations, warranties and covenants contained and memorialized
14 in this Agreement and its Exhibit.

15 S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
16 represent they are expressly authorized by the Parties whom they represent to negotiate
17 this Agreement and to take all appropriate Action required or permitted to be taken by
18 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
19 documents required to effectuate the terms of this Agreement. The persons signing
20 this Agreement on behalf of Defendants represent and warrant that he/she is authorized
21 to sign this Agreement on behalf of Defendants. Plaintiff represents and warrants that
22 he is authorized to sign this Agreement and that he has not assigned any claim, or part
23 of a claim, covered by this Settlement to a third-party.

24 T. No Public Comment: The Parties and their counsel agree that they will not issue any
25 press releases, initiate any contact with the press, respond to any press inquiry, or have
26 any communication with the press about the fact, amount or terms of the Settlement
27 Agreement. Class Counsel further agrees not to use the Settlement Agreement or any
28 of its terms for any marketing or promotional purposes. Nothing herein will restrict

1 Class Counsel from including publicly available information regarding this settlement
2 in future judicial submissions regarding Class Counsel's qualifications and experience.
3 Further, Class Counsel will not include, reference or use the Settlement Agreement for
4 any marketing or promotional purposes, either before or after the Motion for
5 Preliminary Approval is filed.

6 U. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
7 to the benefit of, the successors or assigns of the Parties, as previously defined.

8 V. California Law Governs. All terms of this Agreement and the Exhibit and any disputes
9 shall be governed by and interpreted according to the laws of the State of California.

10 W. Counterparts. This Agreement may be executed in one or more counterparts. All
11 executed counterparts and each of them shall be deemed to be one and the same
12 instrument provided that counsel for the Parties to this Agreement shall exchange
13 among themselves copies or originals of the signed counterparts. A facsimile signature
14 or electronic signature (including but not limited to PDF or DocuSign) shall be treated
15 as an original signature for all purposes.

16 X. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement
17 is a fair, adequate and reasonable settlement of this Action and have arrived at this
18 Settlement after extensive arms-length negotiations, taking into account all relevant
19 factors, present and potential.

20 Y. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
21 respect to the interpretation, implementation and enforcement of the terms of this
22 Agreement and all orders and judgments entered in connection therewith, and the
23 Parties and their counsel submit to the jurisdiction of the Court for purposes of
24 interpreting, implementing and enforcing the settlement and all orders and judgments
25 entered in connection with this Agreement.

26 Z. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
27 the Court shall first attempt to construe the provisions valid to the fullest extent
28

possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

AA. No Unalleged Claims. Plaintiff and Class Counsel represent that they do not currently intend to pursue any claims against the Released Parties, including, but not limited to, any and all claims relating to or arising from Plaintiff's employment with Defendants, regardless of whether Class Counsel is currently aware of any facts or legal theories upon which any claims or causes of action could be brought against Released Parties, including those facts or legal theories alleged in the operative complaint in this Action. The Parties further acknowledge, understand and agree that this representation is essential to the Agreement and that this Agreement would not have been entered into were it not for this representation.

BB. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class certification for purposes of this Settlement only.

CC. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the Released Claims have merit and give rise to liability on the part of Defendants. Defendants claim that the Released Claims have no merit and do not give rise to liability. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no documents referred to and no action taken to carry out this Agreement may be construed or used as an admission by or against the Defendants, Released Parties, Plaintiff, or Class Counsel as to the merits or lack thereof of the claims asserted. Other than as may be specifically set forth herein, each Party shall be responsible for and shall bear its/his own attorney's fees and costs.

DD. Confidentiality. Class Counsel and the Class Representative agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry, post on any internet websites, or have any communication with the press about the Lawsuit, and/or the fact, amount or terms of the settlement. Before the date of the filing of the motion for preliminary approval of the settlement, the Class Representative and settlement class counsel will not initiate any contact with Class

Members or anyone else about the settlement, except that: (a) settlement class counsel, if contacted by a Class Member, may respond that a settlement has been reached and that the details will be communicated in a forthcoming Court-approved notice; and (b) the Class Representative, if contacted by a Class Member, may respond only that the Class Member should contact settlement class counsel.

EE. Headings. The section and paragraph headings contained in this Settlement Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Settlement Agreement.

FF. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation 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.

GG. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

DATED: _____

WILLIAM RIEDL

IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANTS:

DATED: _____

Laster B. Walker

OWL INC. DBA OWL TRANSPORTATION

Dr. Laster B. Walker

Printed Name

President

Title

Members or anyone else about the settlement, except that: (a) settlement class counsel, if contacted by a Class Member, may respond that a settlement has been reached and that the details will be communicated in a forthcoming Court-approved notice; and (b) the Class Representative, if contacted by a Class Member, may respond only that the Class Member should contact settlement class counsel.

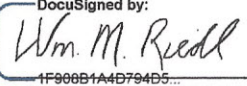
EE. Headings. The section and paragraph headings contained in this Settlement Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Settlement Agreement.

FF. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation 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.

GG. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

DATED: 10/4/2023

DocuSigned by:

 1F906B1A4D794D5
 WILLIAM RIEDL

IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANTS:

DATED: _____

 OWL INC. DBA OWL TRANSPORTATION

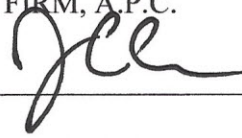
 Printed Name

 Title

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: 10-5-2023

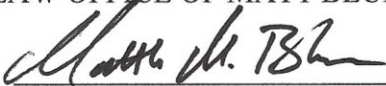
JCL LAW FIRM, A.P.C.

By: 

Attorneys for Plaintiff and the Settlement Class Members

DATED: 10/5/2023

THE LAW OFFICE OF MATT BLUM

By: 

Attorneys for Plaintiff and the Settlement Class Members

DATED: _____

KLINEDINST, PC.

By: _____

Attorneys or Defendant

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IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: _____

JCL LAW FIRM, A.P.C.

By: _____

Attorneys for Plaintiff and the Settlement Class
Members

DATED: _____

THE LAW OFFICE OF MATT BLUM

By: _____

Attorneys for Plaintiff and the Settlement Class
Members

DATED: _10-4-2023_____

KLINEDINST, PC.

By:  _____

Attorneys or Defendant