

## CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement ("Agreement"), is entered into by Plaintiff William Riedl ("Plaintiff") on the one hand, and Defendant Owl, Inc. dba Owl Transportation ("Owl") on the other. Collectively Plaintiff and Defendant are the "Parties."

### I. RECITALS

A. On May 11, 2021, Plaintiff initiated a putative class action in the San Mateo County Superior Court entitled *William Riedl v. Owl, Inc. dba Owl Transportation* case number 21-CIV-02704 (the "Litigation"), by filing a Class Action Complaint for (1) failure to pay overtime wages (Labor Code §§ 410, 1194, 1198) (2) failure to pay wages at time of discharge (Labor Code §§ 201, 202, 203); (3) failure to provide accurately itemized pay stubs (Labor Code § 226); (4) Failure to pay wages when due (Labor Code §§ 204, 210); and (5) unfair business practices (B & P Code § 17200). On July 28, 2021, Plaintiff filed a First Amended Class Action Complaint for (1) failure to pay overtime wages (Labor Code §§ 410, 1194, 1198) (2) failure to pay wages at time of discharge (Labor Code §§ 201, 202, 203); (3) failure to provide accurately itemized pay stubs (Labor Code § 226); (4) Failure to pay wages when due (Labor Code §§ 204, 210); (5) unfair business practices (B & P Code § 17200); (6) Failure to provide required meal periods (Labor Code §§ 226.7, 512); (7) Failure to provide required rest periods (Labor Code §§ 226.7, 512); (8) Failure to pay Minimum wages (Labor Code § 510, et. seq); and (9) Claims under the Private Attorney General Act (Labor Code § 2698, et seq.).

B. Since initiation of Litigation, the Parties, by and through their counsel, engaged in informal discovery, litigation and settlement discussions through an experienced class action mediator. Documents and data were exchanged in an effort to narrow the issues and remove issues not in material dispute. As a result of extensive litigation and discussions, the Parties reached and agreed to the settlement described herein.

C. This Agreement concerning settlement is made in compromise of disputed claims. The payment on behalf of Owl as described and required by this Agreement shall satisfy all claims alleged in the Litigation, including but not limited to claims for wages, compensation, damages, penalties, and interest, and shall include payment for individual settlement awards to Settlement Class Members, attorneys' fees, litigation costs and expenses, Plaintiff's Class Representative Service Award, and settlement administration expenses.

D. Because the purpose of this Agreement is to settle a class action, this Agreement must receive preliminary and final approval by the Court. Accordingly, the Parties enter into this Agreement on a conditional basis. In the event the Court does not enter final approval and a resulting judgment, or in the event such judgment does not become final for any reason, or is modified in any material respect, or in the event the Effective Date, as defined herein, does not occur, this Agreement shall be deemed null and void ab initio and shall be of no force or effect whatsoever, and shall not be referred to or utilized for any purpose.

E. Owl denies all of Plaintiff's claims as to liability and wages, compensation, damages, penalties, and interest, damages as well as the class and PAGA allegations, and does not waive, but rather expressly reserves all rights to challenge all such claims and allegations upon all procedural and factual grounds including the assertion of any and all defenses, if the settlement does not become final for any reason, or in the event that the Effective Date does not occur.

### II. DEFINITIONS

The following are certain definitions applicable to this Agreement. Definitions contained elsewhere in the body of this Agreement shall also be effective.

1. "Agreement" or "Settlement" means this Settlement Agreement and settlement of the Litigation and related claims effectuated by this Agreement.
2. "Class" means all individuals employed by Owl in the State of California as hourly non-exempt employees at any time during the Covered Period who are part of the putative class action claims and PAGA claim, and who will be part of the Settlement Class upon approval of this Settlement by the Court.
3. "Class Counsel" means the Law Office of Matthew Blum, attorney for Plaintiff and the putative Class.
4. "Class Counsel Attorneys' Fees" refers to the amount awarded to Class Counsel by the Superior Court for the County of San Mateo for prosecuting and obtaining a Settlement of the Litigation.
5. "Class Period" means the period from March 21, 2017 to the Effective Date of this Settlement.
6. "Class Representative Service Award" means the sum to be paid to Plaintiff as service for his role as Class Representative, which shall be paid from the Gross Settlement Fund.
7. "Owl" or "Defendant" means Defendant Owl, Inc. dba Owl Transportation.
8. "Effective Date" means the date by which both of the following have occurred: (a) this Settlement is finally approved by the Superior Court for the County of San Mateo; and (b) the Court's Order Approving Class Settlement becomes Final and is entered as a judgment.
9. "Final" means the latest of: (a) if there is an appeal of the Superior Court's judgment in the Litigation, the date of final affirmance on an appeal or the date of dismissal of such appeal; or (b) if one or more objections are submitted and not withdrawn, the expiration date of the time for filing or noticing any appeal of the judgment; or (c) if no objections are made, the date the Court enters the judgment.
10. "Final Approval Hearing" means the hearing to be conducted by the Superior Court for the County of San Mateo to determine whether to grant Final Approval of the Settlement and to enter the Final Judgment finally approving and implementing the terms of this Agreement.
11. "Final Judgment" refers to the Final Judgment and Order Approving Class Settlement.
12. "Gross Settlement Fund" refers to Two Hundred Eighty Five Thousand Dollars (\$285,000), payable in 12 monthly installments of Twenty Three Thousand Seven Hundred and Fifty Dollars (\$23,750). This is the maximum amount Defendants shall be required to pay under this Agreement. The Gross Settlement Fund is non-reversionary and shall consist of the following elements: (a) Class Counsel Attorneys' Fees; (b) Litigation Costs and Expenses; (c) Class Representative Service Award; (d) Settlement Administration Expenses; and (e) Net Settlement Fund, as defined below.
13. "Litigation" means the action entitled *William Riedl v. Owl, Inc. dba Owl Transportation* case number 21-CIV-02704 pending in the San Mateo County Superior Court, and all causes of action, claims and allegations contained therein.
14. "Motion for Preliminary Approval" – refers to the Motion for Preliminary Approval of the Settlement and its supporting papers.

15. “Net Settlement Fund” means the Gross Settlement Fund, less all of the following: (a) Class Counsel Attorneys’ Fees; (b) Litigation Costs and Expenses; (c) Class Representative Service Award; and (d) Settlement Administration Expenses.
16. “Notice” refers to the Notice of Proposed Class Action Settlement.
17. “Order Granting Preliminary Approval” refers to the order or statement of decision preliminarily approving the Settlement.
18. “Parties” means Plaintiff William Riedl individually and in his capacity as Class Representative and Private Attorney General; and Defendant Owl, Inc. dba Owl Transportation.
19. “Plaintiff” means Plaintiff William Riedl individually and in his capacity as Class Representative and Private Attorney General.
20. “Preliminary Approval Hearing” means the hearing to be conducted by the Superior Court for the County of San Mateo to determine whether to approve the proposed Notice of Class Action Settlement and direct distribution of the Notice of Class Action Settlement to all members of the Class, appoint Plaintiff as the Class Representative, and Plaintiff’s attorneys as Class Counsel.
21. “Proportionate Settlement Payments” refers to a reduced proportionate Settlement Payment available for those Class Members who have previously released some of the Class Claims through individual settlements with Owl or through participation in a prior federal class action settlement relating to overtime compensation.
22. “Released Claims” means all claims and/or causes of action arising from or related to the Litigation under any federal, state or local law, or administrative order that were pled or could have been pled in the Litigation based on the facts alleged in the operative class action complaint including but not limited to the failure to pay wages, the failure to pay minimum wages, the failure to pay overtime compensation wages, the failure to provide meal periods, the failure to pay meal period premium pay, the failure to provide rest periods, the failure to pay rest period premium pay, the failure to pay waiting-time penalties to terminated employees, the failure to maintain records, the failure to pay wages timely, the failure to provide accurate itemized wage statements, and other claims whatsoever that were alleged in this case or which arise out of such facts, including without limitation all related claims for compensatory damages, restitution, equitable relief under Business and Professions Code § 17200 et seq., conversion, liquidated damages, punitive damages, penalties, statutory penalties, civil penalties under the Labor Code Private Attorneys General Act of 2004, all claims asserted in the Litigation, and any other related claims and/or penalties of any nature.
23. “Released Parties” means Defendant Owl, Inc. dba Owl Transportation, its respective parents, subsidiaries, predecessors, successors, and affiliates, and all of its respective shareholders, managers, officers, directors, employees, administrators, fiduciaries, trustees, and agents.
24. “Settlement Administration Expenses” means those expenses of effectuating and administering the Settlement, which include costs incurred by the Settlement Administrator to mail the Court-approved Notice of Class Action Settlement to the Class; update Class Member mailing addresses prior to the initial mailing via a search of the National Change of Address database of the U.S. Post Office; skip-tracing bad addresses through reasonable means with the use of the Class Member’s social security number and re-mailing the Class Notices; setting up a post office box and toll free number for receipt of Class Member communications, which may include requests for exclusion, disputes as to the estimated payments, or objections, if any; weekly status

reports; and declarations as needed by the Parties; calculating and distribution settlement payments to Participating Class Members, tax reporting as required, etc.

25. "Settlement Administrator" means or refers to ILYM GROUP, INC., or other third-party administrator jointly selected by the Parties, to effectuate and administer the Settlement.

26. "Settlement Class" or "Participating Class Members" –means all those persons who are members of the Class and who have not properly and or timely opted out of the Litigation.

27. "Settlement Class Member(s)" means any person who is included in the Settlement Class.

28. "Settlement Payments" means the amounts to be paid from the Net Settlement Fund to individual Settlement Class Members.

29. "Work Week" means any seven (7) consecutive days, starting with Sunday and ending on Saturday, in which a Class Member employed at least one (1) day in that week.

### III. SETTLEMENT TERMS

The Parties agree as follows:

1. Scope of Settlement: In consideration for the Settlement Payment, Plaintiff and the Class will fully and finally release Owl from the Released Claims as described in Section III, Paragraphs 6 and 7.

2. Maximum Potential Consideration: Subject to Court approval, and in consideration for the release described in this Agreement, Defendant shall pay the Gross Settlement Fund to the group consisting of the Settlement Class Members, Plaintiff, Class Counsel, and the Settlement Administrator. Payment of the Gross Settlement Fund under the terms described in this Agreement shall be the sole financial obligation of Defendants under this Agreement. The Gross Settlement Fund is non-reversionary and shall be used: (1) to satisfy the claims of all Settlement Class Members, as specified herein; (2) to satisfy the award of Class Counsel Attorneys' Fees; (3) to satisfy the award of Litigation Costs and Expenses; (4) to satisfy the Class Representative Service Award; and (5) to satisfy Settlement Administration Expenses incurred in this action. The Gross Settlement Fund includes the employer's share of payroll taxes on the portion of payments to Settlement Class Members allocated as wages. The Gross Settlement Fund constitute the maximum amount that Defendant shall be required to pay under this Agreement.

3. Approval of Settlement:

(a) Plaintiff shall apply for approval of the Settlement as described in Section III, Paragraph 12 of this Agreement for purposes of effectuating this Settlement. Plaintiff agrees not to request more than ten thousand dollars (\$10,000) a Class Representative Service Award. Plaintiff agrees not to seek more than one-third of the Gross Settlement Fund, or Ninety Five Thousand Dollars (\$95,000) for Class Counsel Attorneys' Fees, and further agrees not to seek more than the actual costs for Litigation Costs and Expenses. Defendants shall not oppose any application by Plaintiff or Class Counsel for a Class Representative Service Award that does not exceed the amounts referenced herein.

(b) Should the Superior Court for the County of San Mateo decline to approve all material aspects of the Settlement or make rulings substantially altering the fundamental terms of this class settlement, except for the awards of the Class Representative Service Award, Class Counsel Attorneys' Fees, and Litigation Costs and Expenses (which shall be decided by the Court), Defendants shall have no obligation to make any payment,

including payment of the Gross Settlement Fund. Further, in that event if Defendants have made any payment, such monies shall be returned promptly to Defendants. If the Settlement is not approved, Defendants retain all defenses asserted in the Litigation, including the defense that some or all claims are not suitable for certification as a class action.

4. Allocation of Net Settlement Fund: The Net Settlement Fund will be allocated among Settlement Class Members on a proportional basis based on the number of Work Weeks each Settlement Class Member was employed by Owl in California as a non-exempt employee during the Settlement Period. One day employed in a given week will be credited as a Work Week for purposes of these calculations. Class Members who have previously released some of the Class Claims through participation in the settlement of the federal overtime class action or individual Labor Board complaints will received Proportionate Settlement Payments that take into account their prior settlements.

5. Tax Treatment of Payments to Settlement Class Members: Of the Settlement Payments to individual Settlement Class Members, XX shall be designated as penalties to be reported on IRS Form 1099s. Each Settlement Class Member shall be responsible for remitting to state and/or federal taxing authorities any applicable taxes which may be owed on the portion of his or his Settlement Payment. The Settlement Administrator shall report all required information to the appropriate taxing authorities regarding all payments made pursuant to this Agreement.

6. Release of Claims by Settlement Class Members: Upon the Court's final approval of the Settlement, entry of Final Judgment, and payment of required funds to Settlement Class Members, each Settlement Class Member shall be deemed to have fully released and forever discharged Released Parties from the Released Claims for the Class Period.

7. Release of Claims by Plaintiff: In addition to the Settlement Class Members' Released Claims described above, in exchange for the consideration recited in this Agreement, including but not limited to the Class Representative Service Award, and upon the Court's final approval of the Settlement, entry of Final Judgment, and payment of required funds to Settlement Class Members and the Service Award to Plaintiff, Plaintiff William Reidl releases, acquits, and discharges all of the Released Parties for any claim, whether known or unknown, which Plaintiff has ever had, or hereafter may claim to have, arising on or before the date that he signs this Agreement, including without limitation to, any claims relating to or arising out of any aspect of his employment, or the termination of his employment with Owl, any claims for unpaid compensation, wages, damages, reimbursement for business expenses, penalties, or waiting time penalties under the California Labor Code, the California Business and Professions Code, the federal Fair Labor Standards Act, 29 U.S.C. section 201, et seq., or any state, county or city law or ordinance regarding wages or compensation; any claims for employee benefits, including without limitation, any claims under the Employee Retirement Income Security Act of 1974; any claims of employment discrimination on any basis, including without limitation, any claims under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1866, 42 U.S.C. section 1981, the Civil Rights Act of 1991, the Americans with Disabilities Act of 1991, the Family and Medical Leave Act of 1993, the California Government Code, or any other state, county or city law or ordinance regarding employment discrimination. Plaintiff acknowledges and agrees that the foregoing general release is given in exchange for the consideration provided to him under this Agreement by Defendant. However, this release shall not apply to claims for workers' compensation benefits, claims arising under California Labor Code Section 132(a), unemployment insurance benefits, or any other claim or right that as a matter of law cannot be waived or released.

Plaintiff expressly waives any rights or benefits available to him under the provisions of Section 1542 of the California Civil Code, which provides as follows:

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

Plaintiff understands fully the statutory language of Civil Code section 1542 and, with this understanding, nevertheless elects to, and does, assume all risks for claims that have arisen, whether known or unknown, which he ever had, or hereafter may claim to have, arising on or before the date of his signature to this Agreement, and specifically waives all rights he may have under California Civil Code section 1542.

8. Opt-Outs: Individuals who fall within the definition of the Class may choose to opt out of the Class under such procedures specified in Section III, Paragraph 13(b)(iii) of this Agreement. Any such persons who opts out of the Class ("Opt-Outs") will receive no part of the Net Settlement Fund. Every individual who falls within the definition of the Class who does not validly and timely opt out shall be deemed a Settlement Class Member. The Settlement Administrator shall provide copies of all written requests for exclusion from the Class to the Parties' counsel within ten (10) calendar days following the final date to opt out. All signatories and their counsel agree not to encourage opt-outs.

9. Denial of Liability: DEFENDANTS DENY THAT THEY OR ANY OF THEIR PARENTS, SUBSIDIARIES, AFFILIATES OR SUCCESSORS OR ANY OTHER RELEASEE HAS ENGAGED IN ANY UNLAWFUL ACTIVITY, HAS FAILED TO COMPLY WITH THE LAW IN ANY RESPECT, OR HAS ANY LIABILITY TO ANYONE UNDER THE CLAIMS ASSERTED IN THE LITIGATION. The Parties expressly acknowledge that this Agreement is entered into for the purpose of compromising highly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendants or any of the Releasees. Neither the Agreement nor any document prepared in connection with the Settlement may be admitted in any proceeding as an admission by Defendants, or any of the Releasees, Plaintiff, or any person within the definition of the Class. However, this paragraph and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings to enforce any or all terms of this Agreement, or in defense of any claims released or barred by this Agreement.

10. Distribution of Net Settlement Fund: The Net Settlement Fund shall be distributed by the Settlement Administrator in accordance with the following eligibility requirements:

(a) Those persons who timely submit written requests for exclusion from the class pursuant to the Notice ("Opt-Outs") are not entitled to any Settlement Payments.

(b) Defendants, through the Settlement Administrator, shall make payments to Settlement Class Members as set forth in Section III, Paragraphs 4-5, above.

11. Settlement Administration: Settlement Administration Expenses, upon order of the Court, shall be paid from the Gross Settlement Fund. All disputes relating to the Settlement Administrator's ability and need to perform its duties shall be referred to the Court if they cannot be resolved by the Parties. The Settlement Administrator shall regularly and accurately report to the Parties, in written form when requested, the substance of the work performed, including the amounts payable to individual Settlement Class Members.

12. Preliminary Approval of Settlement: The Parties agree to the following procedures for obtaining preliminary approval of the Settlement, notifying Settlement Class Members, and obtaining final court approval of the Settlement:

(a) Motion for Preliminary Approval: Plaintiff shall file the Motion for Preliminary Approval of the Settlement.

(b) Notice of Class Settlement: Within ten (10) business days of preliminary approval, Owl shall provide the Settlement Administrator with the following data for each Class Member: name, last known mailing address, last known telephone number, Social Security number, and number of Work Weeks during the Class Period. Thereafter, the Settlement Administrator shall update the last known mailing addresses of Class Members received from Defendants, with those obtained by searching the National Change of Address database ("NCOA").

(i) Within ten (10) business days of receipt, the Settlement Administrator shall mail the Notice of Class Action Settlement, Change of Address Form, and pre-printed return envelope ("Notice Packet") to all identified Class Members via U.S. Mail using the most current mailing address information available for Class Members and the NCOA. If Notice Packets are returned as undeliverable without forwarding addresses, within five (5) business days of receiving each returned Notice Packet, the Settlement Administrator shall conduct a skip trace to locate more current addresses for Class Members and re-mail the Notice Packets to new addresses obtained. If forwarding address information is obtained by return mail, the Settlement Administrator shall promptly forward the Notice Packet to the addressee via first-class regular U.S. Mail indicating in its records the date on which it was re-mailed. The Exclusion Deadline shall not be extended for Class Members who receive re-mailed Notices.

(ii) The Notice of Class Action Settlement shall provide that Class Members who wish to object to the Settlement may simply appear at the Final Approval Hearing or submit to the Settlement Administrator a written statement objecting to the Settlement. Written objections must be submitted to the Settlement Administrator or postmarked within forty-five (45) calendar days following the mailing of the Notice Packet ("Response Deadline"). No individual who excludes himself or herself from the Settlement Class shall be entitled to object to the Settlement, because the Settlement no longer affects that person.

(iii) The Notice shall inform Class Members of their right to opt out of the Class Action Settlement. Any Class Member wishing to opt out of the Class Action Settlement must comply with the deadline and procedures specified in the Notice for doing so. Class Members who fail to submit a written request for exclusion from the Class Action Settlement on or before the Response Deadline shall be bound by all terms of the Class Action Settlement and the Final Judgment entered in the Litigation if the Settlement is approved by the Court, regardless of whether they have objected to the Settlement. Within ten (10) calendar days after the Response Deadline, the Settlement Administrator shall provide the Parties with a complete and accurate list of all Class Members who have validly and timely requested exclusion from the Class Action Settlement.

(iv) The Notice mailed to each Class Member shall state the Class Member's number of Work Weeks employed by Owl in California as an non-exempt employee within the Class Period, according to the records of Owl. The Notice will also include the approximate amount of each Class Member's Settlement Payment.

(v) The Notice shall inform Class Members that they may challenge or dispute the information on which their Settlement Payment (as shown in the Notice), by returning providing appropriate documentation supporting the information they believe to be correct. Any such challenge must be mailed to the Settlement Administrator by the Response Deadline. Any such challenge shall be resolved by the Settlement Administrator, whose decision shall be final, binding, and non-appealable.

(c) **Non-Solicitation of Opt-Outs / Objections:** The Parties agree that neither they nor their counsel will solicit or otherwise encourage directly or indirectly Class Members to request exclusion from the Class, object to the Settlement, or appeal the Final Judgment.

(d) **Final Approval Hearing:** A Final Approval Hearing to determine final approval of the Settlement shall be conducted subject to the calendar of the Court no sooner than thirty (30) days after the Response Deadline.

(i) No later than sixteen (16) court days before the Final Approval Hearing, or upon such other schedule as may be directed by the Court, Plaintiff shall file a Motion for Final Approval of Class Action Settlement, and Memorandum of Points and Authorities in Support of the Settlement, which will include Plaintiff's Counsels' application for Attorneys' Fees and Costs and the Class Representative Service Award. The Motion for Final Approval will request an Order Granting Final Approval of Class Action Settlement and Entering Final Judgment. After entry of the Final Judgment, the Court retains continuing jurisdiction over the Litigation under California Rule of Court 3.769(h) for purposes of (i) enforcing this Settlement Agreement, (ii) addressing settlement administration matters, and (iii) addressing such post-Final Judgment matters as may be appropriate under court rules or applicable law. No judgment shall be entered unless it is consistent with the terms of this Agreement.

(ii) The Notice will inform Class Members where they may locate the Order Granting Final Approval of Class Action Settlement and Entering Judgment following the Final Approval Hearing, i.e., posted on the Settlement Administrator's website at [www.\\_\\_\\_\\_\\_](http://www._____).

**14. Funding and Distribution of Gross Settlement Fund:**

(a) **Funding and Distribution Timelines.** Defendants shall pay the Gross Settlement Fund of Two Hundred and Eighty-Five Thousand Dollars (\$285,000), in 12 monthly installments of Twenty Three Thousand Seven Hundred and Fifty Dollars (\$23,750) commencing on February 28, 2023, to an escrow account maintained by the Settlement Administrator.

(b) **Distribution.** The Settlement Administrator shall distribute the entire Gross Settlement Fund within fifteen (15) business days of the occurrence of both: (1) the Final Judgment becomes Final; and (2) the entire Gross Settlement Fund has been funded.

(c) **Payment of Class Counsel Attorneys' Fees.** Class Counsel shall apply to the Court for approval of Class Counsel Attorneys' Fees. Class Counsel anticipate requesting that the court approve Ninety Five Thousand Dollars (\$95,000) as Class Counsel Attorneys' Fees. As set forth above, Class Counsel Attorneys' Fees shall come exclusively from the Gross Settlement Fund. The amount of court-awarded Class Counsel Attorneys' Fees shall be paid by the Settlement Administrator to Plaintiff's Attorneys. The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel for the payment.

(d) **Payment of Litigation Costs and Expenses.** Class Counsel shall apply to the Court for approval of Litigation Costs and Expenses. Class Counsel anticipate requesting that the Court approve no more than the actual costs of litigation as Litigation Costs and Expenses. As set forth above, Litigation Costs and Expenses shall come exclusively from the Gross Settlement Fund. The amount of court-awarded Litigation Costs and Expenses shall be paid by the Settlement Administrator to Class Counsel. The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel for the payment.

(e) **Payment of Class Representative Service Award and Compensation for General Release.** The Settlement Administrator shall distribute the payment of the Service Award to Plaintiff within fifteen (15)

business days of the occurrence of all of the following: (1) the Final Judgment becomes Final; and (2) the entire Gross Settlement Fund has been funded. Plaintiff intends to request that the Court approve a payment in the amount of Ten Thousand Dollars (\$10,000) as Class Representative Service Award and Defendants agrees not to object to a Class Representative Service Award of not more than Ten Thousand Dollars (\$10,000) for Plaintiff. The Settlement Administrator shall make payment of the Class Representative Service Award to Plaintiff in the amount ordered by the Court. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff for the payment.

(f) **Payment of Settlement Administration Expenses.** The Settlement Administrator shall receive such amount approved by the Court from the Gross Settlement Fund. The Settlement Administration Expenses shall not exceed \$10,000.00 unless the Settlement Administrator obtains prior approval from the Parties.

(g) **Payments to Settlement Class Members.** After deducting Class Counsel Attorneys' Fees, Litigation Costs and Expenses, the Class Representative Service Award, Settlement Administration Expenses from the Gross Settlement Fund, the Settlement Administrator shall distribute the entire Net Settlement Fund to the Settlement Class Members according to the allocation formula described in Section III, Paragraph 4. The Settlement Administrator shall mail a check to each Settlement Class Member via U.S. Mail using the most current mailing address information available, including any address updates obtained through NCOA searches, Social Security Number searches, address changes self-reported by Settlement Class Members, or any other source. After the Settlement Administrator mails the Settlement Payments, Settlement Class Members shall have one-hundred and eighty (180) calendar days to cash the checks that were mailed to them. After one-hundred and eighty (180) calendar days from the date of mailing, the checks shall become null and void, and any monies remaining in the distribution account shall be distributed to the State of California's Unclaimed Property Fund in the names of the Settlement Class Members who failed to cash their checks. The Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Code § 384, as the entire Net Settlement Fund will be paid out to Settlement Class Members, whether or not they all cash their Settlement Checks. Therefore, Defendants will not be required to pay any interest on said amount.

15. Approval of Class Counsel Attorneys' Fees, Litigation Costs and Expenses and Class Representative Service Award: Recovery of Class Counsel Attorneys' Fees, Litigation Costs and Expenses and the award of a Class Representative Service Award are not conditions to this Agreement and are to be considered by the Court separately from the fairness, reasonableness, adequacy, and good faith of the Settlement. Any order or proceeding relating to the application by Class Counsel of an award of attorneys' fees, costs, expenses, or Class Representative Service Award, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel this Agreement, or affect or delay the finality of the Final Judgment. To the extent the Court does not approve the full amount of Class Counsel Attorneys' Fees, Litigation Costs and Expenses, Settlement Administration Expenses, or the Class Representative Service Award described above, the non-approved amounts will be allocated to the Net Settlement Fund for distribution to the Settlement Class Members according to the allocation formula set forth herein.

16. Notices: Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the fifth day after mailing by United States mail, addressed as follows:

To Counsel for Plaintiff:

Matthew Blum, Esq.  
The Law Office of Matt Blum  
550 W C Street, Suite 960  
San Diego, CA 92101

To Counsel for Owl:

Natalie P. Vance, Esq.  
KLINEDINST PC  
801 K. Street, Suite 2100  
Sacramento, California 95831  
(916) 282-0100  
lcasillas@klinedinstlaw.com

17. No Effect on Employee Benefit Plans: Neither the Settlement nor any amounts paid under the Settlement will modify any previously credited hours, days, or weeks of service under any employee benefit plan, policy or bonus program sponsored by Releasees. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under Releasees' sponsored benefit plans, policies or bonus programs. The payments made under the terms of this Agreement shall not be applied retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of any of Releasees' benefit plan, policy or bonus program. Releasees retain the right to modify the language of any benefit plans, policies and bonus programs to effect this intent and to make clear that any amounts paid pursuant to this Agreement are not for "weeks worked," "weeks paid," "weeks of service," or any similar measuring term as defined by applicable plans, policies and bonus programs for purpose of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Agreement. Releasees do not consider any payments under this Agreement "compensation" for purposes of determining eligibility for, or benefit accrual within, any benefit plans, policies, or bonus programs, or any other plan sponsored by Releasees.

18. Entire Agreement: After this Agreement is fully executed by all Parties and their attorneys of record, this Agreement shall constitute the entire agreement relating to settlement of this Litigation and the causes of action and defenses asserted therein, and it shall then be deemed that no oral representations, warranties or inducements have been made to any party concerning this Agreement other than the representations, warranties and covenants expressly stated in this Agreement.

19. Authorization: Class Counsel warrant and represent that they are authorized by Plaintiff, for whom they are the attorneys of record, and the attorneys of record for Defendants warrant and represent that they are authorized by Defendants, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to implement the settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties agree to seek the assistance of the Court, and in all cases all such documents, supplemental provisions and assistance of the Court shall be consistent with this Agreement.

20. Jurisdiction: The Court shall have continuing jurisdiction to resolve any dispute which may arise regarding the terms and conditions of this Agreement, subject to approval by the Court, pursuant to Code of Civil Procedure section 664.6. Except where the context indicates otherwise, references to the court shall also include any other courts that take jurisdiction of the Litigation, or any to whom the court has referred the matter. If one or more of the Parties institutes an action or proceeding to enforce the provisions of this Settlement or declare rights and/or obligations under this Settlement, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement action. This Agreement and the rights and obligations of the Parties shall be construed and governed by the laws of the State of California.

21. Modification: This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their successors-in-interest or their counsel.

22. Successors: This Agreement shall be binding upon, and inure to the benefit of, the successors of each of the Parties.

23. California Law: All terms of this Agreement shall be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.

24. Representation by Counsel: The Parties have each been represented by counsel and have cooperated in the drafting and preparation of this Agreement. This Agreement shall not be construed against any party on the basis that the party was the drafter or participated in the drafting.

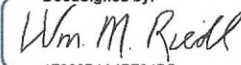
25. Counterparts: This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. Any executed counterpart shall be admissible in evidence to prove the existence and contents of this Agreement.

26. Reasonableness of Settlement: The Parties believe that this is a fair, reasonable, and adequate Settlement and have arrived at this Settlement through arms-length negotiations, considering all relevant factors, present and potential.

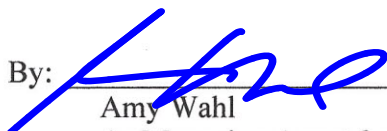
28. Headings: The headings contained in this Agreement are for reference only and are not to be construed as a part of the Agreement.

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

Dated: 3/7/2023

DocuSigned by:  
  
By: \_\_\_\_\_  
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William Riedl

Dated: 03/29/2023

By:  \_\_\_\_\_  
Amy Wahl  
As Managing Agent for Owl, Inc. dba Owl Transportation

**Approved as to Form:**

Dated: 3/7/2023

Law Office of Matthew Blum  
DocuSigned by:  
Matthew Blum  
63D3EAB5DF9C44E...  
By: Matthew Blum, Esq.  
Attorney for William Riedl

Klinedinst P.C.

Dated: 3/29/23

By: Natalie P. Vance, Esq.  
Attorneys for Owl, Inc. dba Owl Transportation