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## CLASS ACTION SETTLEMENT AGREEMENT

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This Agreement shall constitute the full Class Action Settlement Agreement (“Settlement Agreement” or “Agreement”) between Reynaldo Gomez Acosta, Servando Avila Luciano, Felix Nunez Duarte, Edgardo Villatoro, Manuel de Jesus Martinez Mejia, and Gerald Daniels (the “Plaintiffs”), on behalf of themselves and the Certified Class, as defined below, and Defendants XPO Port Services, Inc., XPO Logistics Port Services, LLC, and XPO Logistics, Inc. and Counter-Claimant XPO Logistics Cartage, LLC (“XPO”), collectively, the “Parties,” to settle, fully and finally, all of the Released Claims (as defined below).

A. Certain disputes and differences have arisen between the Parties concerning XPO’s alleged classification of truck drivers as independent contractors instead of employees. Plaintiffs allege that based upon this employment classification, they and the members of the Certified Class were, among other things, unlawfully deprived of the benefits of various employment laws, were deprived of various rights under the common law, were not paid all wages due, and bore expenses that should have been borne by XPO.

B. *Victor Cortez Arrellano v. XPO Port Service Inc.*, Case No. 2:18-cv-08220-RGK-E (“*Arrellano*”), is currently pending in the United States District Court for the Central District of California (“Central District”). *Edgardo Villatoro et al. v. XPO Logistics Port Services, LLC et al.*, Central District Case No. 2:19-cv-09199-RGK-E (“*Villatoro*”), was consolidated with *Arrellano* on June 3, 2020 and then closed on January 14, 2021. Together, the *Arrellano* and *Villatoro* actions constitute the “Lawsuit” referenced herein.

C. In the current Fifth Amended Class Action Complaint in *Arrellano* filed April 5, 2021 (the “Operative Complaint”), Plaintiffs brought 10 claims for relief against XPO: (1) Misclassification of Employees (Cal. Labor Code § 226.8(a)(1)); (2) Deductions from Wages and Failure to Indemnify (Cal. Labor Code §§ 221, 224, 226, 2802); (3) Unpaid Minimum Wages (Cal. Labor Code §§ 1194, 1194.2, 1197); (4) Failure to Pay Wages Due at Separation (Cal. Labor Code § 203); (5) Failure to Pay All Wages Owed Every Pay Period (Cal. Labor Code § 204); (6) Failure to Provide Meal Periods (Cal. Labor Code §§ 226.7, 512); (7) Failure to Provide Rest Periods (Cal. Labor Code §§ 226.7, 512); (8) Failure to Furnish Timely and Accurate Wage Statements (Cal. Labor Code §§ 226, 226.3); (9) Unfair Competition (Cal. Bus. & Prof. Code §§ 17200 *et seq.*); and (10) Violations of California’s Private Attorneys General Act (“PAGA”) (Cal. Labor Code § 2698 *et seq.*). XPO denies all of the allegations asserted in the Lawsuit and denies that it has committed any violation of law, misconduct, wrongdoing, or any other actionable conduct, and also denies that it has misclassified the Plaintiffs or the members of the Certified Class.

D. On September 21, 2018, before the Lawsuit was removed to federal court, XPO brought three cross-claims against Reynaldo Gomez Acosta and Servando Avila Luciano: (1) declaratory relief; (2) quasi-contract; and (3) unfair competition. In answering Plaintiffs’ Operative Complaint on April 21, 2021, XPO reasserted the cross-claims as counterclaims (the “Counterclaims”).

E. On September 16, 2020, the Court granted Plaintiffs' renewed motion for class certification regarding Plaintiffs' claims, apart from Plaintiffs' claim for reimbursement of their maintenance expenses.

F. On June 8, 2021, the Court granted the Parties' stipulation, by which Plaintiffs withdrew their third cause of action for unpaid minimum wages and related PAGA claim.

G. Also on June 8, 2021, Plaintiffs agreed to strike certain of their PAGA claims.

H. The Parties attended non-binding mediation with the Honorable Jay Gandhi (Ret.) on August 9, 2021, which resulted in the Parties entering into this Agreement.

I. This Agreement is made in consideration of the facts and recitals set forth herein. The Parties understand, acknowledge, and agree that this Agreement constitutes a compromise of all the disputed claims at issue in the Lawsuit and that it is the desire and intention of each of the Parties to effect a final and complete resolution of the Lawsuit and of the Released Claims of the Named Plaintiffs individually and of the Certified Class, including all costs and attorneys' fees incurred.

J. Named Plaintiffs and Class Counsel: (1) have examined and considered the benefits to be provided to Class Members under the settlement provided for in this Agreement (the "Settlement," as defined below); (2) have considered the applicable law and the claims that have been and could have been asserted in the Operative Complaint arising out of or relating to the allegations of misclassification of the members of the Certified Class as independent contractors; and (3) believe the Settlement to be fair, reasonable, and adequate, and in the best interest of the Certified Class, taking into account the benefits provided to the members of the Certified Class through the terms of the Settlement Agreement, the decisions rendered in the Lawsuit, the risks of litigation, and the length of time that would be required to complete the litigation and any appeals.

K. The Parties further acknowledge that this Settlement is a compromise of disputed claims and that XPO is not in any way admitting liability by entering into this Agreement. XPO has at all times disputed, and continues to dispute, the allegations in the Lawsuit and denies any liability for any of the claims that have or could have been raised in the Lawsuit regarding the alleged classification of the Named Plaintiffs and the members of the Certified Class as independent contractors, but believes that the Settlement as provided in this Agreement will avoid the substantial expense and disruption of continued litigation.

L. The Parties believe that the Settlement is fair, reasonable, and adequate. The Settlement was arrived at through arm's-length negotiations, taking into account all relevant factors, and will materially benefit the members of the Certified Class. The Parties recognize the uncertainty, risk, expense, and delay attendant to continuing the Lawsuit through trial, and any further appeals following trial. Accordingly, the Parties desire to fully, finally, and forever settle, compromise, and discharge all disputes and claims arising from or relating to the Lawsuit.

Therefore, in consideration of the promises and agreements contained herein, and intending to be legally bound, the Parties agree and covenant as follows:

## I. DEFINITIONS

As used in this Agreement, the following definitions (in addition to those set forth elsewhere herein) shall apply:

A. “Certified Class” or “Class” means: All individuals who (1) personally entered into an Independent Contractor Operating Contract (“ICOC”) with XPO in California, where the ICOC was operative at any time from March 28, 2013, to the date of notice to the Class; (2) performed services for XPO in California during the Class Period; and (3) were classified by XPO as an independent contractor. The Class specifically excludes those individuals who entered into an ICOC on behalf of a corporate entity, who did not enter into an ICOC with XPO and instead performed services for XPO as second-seat drivers, and who previously fully settled, in other litigation, all claims related to weeks during the Class Period in which they contracted with XPO.

B. “Class Counsel” means Alvin M. Gomez, Frank Zeccola, and Stephen N. Ilg of the Gomez Law Group.

C. “Class Member” means, individually or collectively depending on whether the singular or plural is used, any individual meeting the qualifications set forth in Section I.A. above, and/or any individual who was a signatory to an ICOC with XPO during the Class Period whom the Parties otherwise agree shall be considered a member of the Class. A list of Class Members in the Lawsuit is attached to this Agreement as **Exhibit 1**. Notwithstanding the list attached to the Agreement, nothing shall prevent the Parties, through their counsel, from mutually agreeing to subsequently modify the list of Class Members to correct errors or omissions therein. **Exhibit 2** constitutes the list of opt-outs from the Class, who, by virtue of exercising their opt-out right, are not members of the class.

D. “Class Member Released Claims,” as to Named Plaintiffs and all Class Members in this Lawsuit, means all claims, actions, causes of action, administrative claims, demands, debts, damages, penalties, costs, interest, attorneys’ fees, obligations, judgments, expenses, or liabilities, in law or in equity, whether now known or unknown, contingent or absolute, which: (i) are owned or held by Named Plaintiffs and Class Members and/or by their Related Entities (if any), or any of them, as against Releasees, or any of them; (ii) arise under any statutory or common law claim which was asserted in either the Operative Complaint, or in any of the prior complaints in the Lawsuit or, whether or not asserted, could have been brought arising out of or related to the allegations of misclassification of Named Plaintiffs and Class Members as independent contractors set forth in the Operative Complaint, and (iii) pertain to any time in the Release Period. The Released Claims include any known or unknown claims for damages and injunctive relief. The Released Claims include but are not limited to, claims under California Labor Code §§ 200 *et seq.*, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, 210, 212, 213(d), 218.5, 218.6, 221, 222, 222.5, 223, 224, 225.5, 226, 226.3, 226.7, 226.8, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, 231, 232(c), 232.5(c), 233, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 432.5, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 2698 *et seq.*, 2699 *et seq.*, 2699.3, 2699.5, 2800, 2802, 2804; Industrial Welfare Commission Wage Order No. 9-2001; California Business and Professions Code §§ 17200 *et seq.*; California Code of Civil Procedure §§ 382, 1021.5;

California Civil Code §§ 3287, 3288; repair and maintenance expense reimbursement claims; any alleged or contemplated claims of retaliation; and common law claims for fraud, breach of contract, rescission, unjust enrichment, or declaratory judgment. The Class Member Released Claims are further defined under “Released Claims” below.

E. “Class Period” refers to the time period from March 28, 2013, through the date of the Court’s Final Approval Order or December 31, 2021, whichever is earlier.

F. “Class Settlement Fund” means the fund that will be established and maintained to resolve the claims at issue, as described in Section III.A. below, and which is intended to be a qualified settlement fund within the meaning of Internal Revenue Code § 468B and Treasury Regulation § 1.468B-1.

G. “Effective Date” means the first business day after the following has occurred: (i) 35 days have elapsed from the entry by the Court of the Final Approval Order in the Lawsuit and the judgment thereon, and no notice of appeal of the judgment or any Order in the Lawsuit has been filed, the time provided for in Rule 4 of the Federal Rules of Appellate Procedure to take any such appeal has expired, and any right to take any such appeal from the judgment or from any such Order has been waived or otherwise lost; or (ii) if an appeal has been taken, 35 days have elapsed since each such appeal has been finally adjudicated and the Final Approval Order and judgment have been upheld in all respects by each such final adjudication, and either the time for initiation of the next step in the appellate process (e.g., a petition for writ of certiorari) has expired without any action by appellant(s) or the next step in the appellate process was invoked and has been concluded without any impact on the Final Approval Order or judgment.

H. “Fairness Hearing” means the final approval hearing, to be held after notice has been provided to the Class Members in accordance with Section II.B of this Agreement, to determine whether the Settlement should obtain final approval.

I. “Final Approval Order” means the order to be entered in the Lawsuit granting final approval to the Settlement, attached hereto as **Exhibit 5**.

J. “Form W-9” means the current version of the Internal Revenue Service’s Form W-9 (Request for Taxpayer Identification Number and Certification).

K. “Named Plaintiffs” means Reynaldo Gomez Acosta, Servando Avila Luciano, Felix Nunez Duarte, Edgardo Villatoro, Manuel de Jesus Martinez Mejia, and Gerald Daniels.

L. “Named Plaintiffs’ Released Claims” means, with respect to the Named Plaintiffs in their individual, as opposed to representative, capacity, any and all claims, actions, causes of action, administrative claims, demands, charges, debts, damages, penalties, interest, costs, attorneys’ fees, obligations, judgments, expenses, or liabilities, in law or in equity, whether now known or unknown, contingent or absolute, that a Plaintiff, on behalf of himself had, has or could have had against the Releasees by reason of any act, omission, harm, matter, cause, or event whatsoever, whether sounding in tort, contract, federal, state and/or local law, statute,

ordinance, regulation, common law, or other source of law or contract, arising or accruing at any time in the Release Period, for any type of relief, including without limitation wages, pay, unpaid/unreimbursed costs, deductions, penalties, general damages, compensatory damages, liquidated damages, punitive damages, interest, attorneys' fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief. The Named Plaintiffs' Released Claims are further defined under "Released Claims" below.

M. "Preliminary Approval Order" means the order to be entered in the Lawsuit granting preliminary approval to the Settlement, attached hereto as **Exhibit 4**.

N. "Release Period" refers to the time period from March 28, 2013, through the date of the Court's Final Approval Order or December 31, 2021, whichever is earlier.

O. "Released Claims" means all claims released pursuant to this Agreement, including, without limitation, the Named Plaintiffs' Released Claims, the Class Member Released Claims, and XPO's Released Claims.

P. "Named Plaintiffs' Released Claims" include any known or unknown claims for damages or injunctive relief relating to claims described herein. Specifically, Named Plaintiffs, in exchange for the valuable consideration offered herein, on their own behalf, and XPO hereby expressly waive any and all rights and benefits conferred upon them by Section 1542 of the California Civil Code and expressly consent that this Agreement (including, without limitation, the Release set forth herein) shall be given full force and effect according to each and all of its express terms and provisions, including those related to unknown and unsuspected claims, if any, as well as those relating to any other claims hereinabove specified. Section 1542 provides:

**"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."**

Q. "Releasees" means: (a) XPO, and its consolidated subsidiaries, successors, predecessors, assigns, affiliates, parent companies, shareholders, officers, directors, agents, insurers, attorneys, and employees; and (b) XPO's past, present, and future shareholders, officers, directors, agents, employees, attorneys, and insurers.

R. "Service Award(s)" shall have the meaning set forth in Paragraph VII.B of this Agreement.

S. "Settlement" means collectively the rights and duties of the Parties under this Agreement and the processes for approval and payment to Class Members described in this Agreement.

T. “Settlement Administrator” means Phoenix Settlement Administrators, which the Parties designate as the qualified firm to be approved by the Court to administer the Settlement and the Class Settlement Fund as described in Sections III.E and III.G of this Agreement.

U. “Settlement Notice” means, individually or collectively as the context may indicate, the proposed written notice attached hereto as **Exhibit 3**, to be approved by the Court and mailed to Class Members in accordance with Section IV of this Agreement.

V. “Settlement Payment” means the amount set forth in Section III.A. of this Agreement that XPO will transfer to the Class Settlement Fund to resolve the Released Claims.

W. “XPO’s Released Claims” means all claims, actions, causes of action, administrative claims, demands, debts, damages, penalties, costs, interest, attorneys’ fees, obligations, judgments, expenses, or liabilities, in law or in equity, whether now known or unknown, contingent or absolute, which: (i) are owned or held by XPO as against Reynaldo Gomez Acosta and Servando Avila Luciano; (ii) arise under any statutory or common law claim which was asserted in the Lawsuit; and (iii) pertain to any time in the Release Period. XPO’s Released Claims include but are not limited to claims for declaratory relief, quasi-contract, and unfair competition asserted in XPO’s Counterclaims.

## II. REQUIRED EVENTS

The events set forth in this Section II, in addition to the occurrence of the “Effective Date” as described in Section I.G, are conditions precedent to this Agreement becoming effective.

A. As soon as practicable after the execution of the Agreement by the Plaintiffs and XPO, the Plaintiffs shall file the Agreement with the Court and move for an Order granting Preliminary Approval of the Class Action Settlement, substantially in the form of **Exhibit 4** hereto. The Preliminary Approval Order shall by its terms accomplish all of the following:

1. Preliminarily approve this Settlement as fair, reasonable, and adequate to the Class Members.
2. Approve Class Counsel to perform the Settlement administration duties set forth in Section III.D below.
3. Designate Phoenix Settlement Administrators as the Settlement Administrator and approve it to perform the Settlement administration duties set forth in Section III.E below.
4. Approve reasonable compensation and costs to the Settlement Administrator in accordance with the terms of **Exhibit 6**.
5. Approve the “§ 1.468B-3 Statement” for the Class Settlement Fund that XPO will provide to the Settlement Administrator by February 15 of the year following

the calendar year in which XPO transfers the Settlement Payment to the Class Settlement Fund.

6. Approve the form, contents and methods of notice to be given to the Class Members as set forth in Section IV below.

7. Establish procedures and deadlines for Class Members to return Form W-9s, to object to the Settlement, and/or to challenge the Payment Calculations, all consistent with the terms of this Agreement.

8. Schedule deadlines for the filing of objections to the Settlement and the filing of papers in support of final approval of the Settlement.

9. Schedule the Fairness Hearing.

B. At the Fairness Hearing, the Plaintiffs will request the Court to enter the Final Approval Order for the Lawsuit, substantially in the form of **Exhibit 5** hereto, which: (1) grants final approval of the Settlement and this Agreement as fair, reasonable, and adequate to the Class Members; (2) provides for the release of all Released Claims and enjoins any and all Class Members from asserting, filing, maintaining, or prosecuting any of the Released Claims in the future; (3) orders the dismissal with prejudice of all Released Claims, and incorporates the releases, indemnities, and covenant not to sue stated in this Agreement, with each of the Parties to bear its, his, or her own costs and attorneys' fees (except as provided in Sections VII.A and VII.E of this Agreement); (4) authorizes the Settlement Administrator to issue settlement payments to Class Members in accordance with the terms of this Agreement; (5) authorizes the payment of the Service Awards to the Named Plaintiffs as detailed in Section VII.B of this Agreement; and (6) retains the Court's jurisdiction over the administration of the Settlement and enforcement of this Agreement.

C. The Settlement Administrator will sign a written acknowledgement and acceptance of its duties in the form of **Exhibit 6** hereto.

D. Named Plaintiffs, Class Counsel, and XPO will cooperate and take all reasonable actions to accomplish the above. If the Court fails to grant Preliminary Approval of the Settlement or the Final Approval Order in the form submitted by the Parties, Plaintiffs, Class Counsel, and XPO will use all reasonable efforts that are consistent with this Agreement to cure any defect identified by the Court. If, despite such efforts, the Court does not enter an Order granting Preliminary Approval and/or Final Approval of the Settlement, the Parties will return to their prior positions in the Lawsuit in accordance with Section XII.A of this Agreement.

### **III. PAYMENT TO CLASS SETTLEMENT FUND AND PROCEDURES FOR PROVIDING PAYMENTS TO CLASS MEMBERS**

#### **A. Payment to Class Settlement Fund**

The Settlement Payment that XPO will transfer to the Class Settlement Fund for this Lawsuit is \$9,500,000.00 (the "Settlement Payment"). No later than seventy (70) days after the

entry by the Court of the Preliminary Approval Order in the Lawsuit, and in accordance with the other terms of this Agreement and its exhibits, XPO shall transfer the Settlement Payment to the Class Settlement Fund to resolve the Released Claims of Named Plaintiff and Class Members for this Lawsuit. Notwithstanding this payment, the Settlement Administrator shall not, however, be authorized to disburse any portion of the settlement funds until the Effective Date has passed.

The Parties have agreed to allocate the Settlement Payment as follows:

1. Service Awards up to \$10,000.00 to Reynaldo Gomez Acosta, Servando Avila Luciano, Felix Nunez Duarte, Edgardo Villatoro, Manuel de Jesus Martinez Mejia, and Gerald Daniels;
2. Attorneys' legal and administrative costs not to exceed \$135,000.00;
3. Up to \$3,166,350.00 for attorneys' fees;
4. \$20,000.00 for Plaintiffs' PAGA claims of which 75 percent (\$15,000) shall be paid to the State of California; and
5. the remaining Class Settlement Fund in satisfaction of Plaintiffs' remaining claims or at least \$6,123,650.00.

The Parties intend the Class Settlement Fund to be a "qualified settlement fund" under Internal Revenue Code § 468B and Treasury Regulation § 1.468B-1. Accordingly, XPO shall retain no rights or reversionary interests in the Settlement Payment once transferred to the Class Settlement Fund. Furthermore, XPO's obligation to make the Settlement Payment is contingent on the Court's entry of the Preliminary Approval Order appointing the Settlement Administrator and approving the Settlement Administrator to establish and maintain the Class Settlement Fund for the Lawsuit. Under no circumstances shall XPO be required to pay more under this Settlement than the amount of the Settlement Payment as set forth herein. The Class Settlement Fund is a common fund that includes respective Class Counsel's fees and costs as described more fully in Sections V and VII of this Agreement, the Service Awards to the Named Plaintiffs as described more fully in Section VII.B of this Agreement, and the administrative costs of the Settlement Administrator.

#### **B. Payment Calculations for Class Members**

1. Class Counsel shall make and submit to the Settlement Administrator and XPO their final Payment Calculations no later than thirty (30) days after entry by the Court of the Final Approval Order. The Payment Calculations shall take into account available information regarding the length of time each claimant provided services under contract to XPO during the Release Period, and the amount of each claimant's *pro rata* share of the attorneys' fees and costs to be paid to Class Counsel. Class counsel shall use a workweeks formula for workweeks in which Claiming Class Members drove a vehicle to provide services pursuant to the ICOC. Class Counsel assume and accept all responsibility and liability associated with their Payment Calculations.



2. If any Claiming Class Member does not collect his or her settlement payment by cashing the settlement payment check sent to him or her by the Settlement Administrator within 90 days after the date the check is issued, and does not request reissuance of the settlement payment pursuant to subsection 3 below, then the amount of the Class Settlement Fund allocable to that Claiming Class Member shall be re-allocated on a *pro-rata* basis to the Claiming Class Members who do collect their settlement payments by cashing their settlement payment checks within 90 days after the date the checks are issued, which sum shall be remitted to such Claiming Class Members in a second round distribution of the Class Settlement Fund. For purposes of the second round distribution, each eligible Claiming Class Member's *pro rata* portion of the unclaimed funds shall be equal to that Claiming Class Member's proportionate share of the Class Settlement Fund allocable to all Claiming Class Members who collected their settlement payments during the first round distribution by cashing their settlement payment checks within 90 days. Although Claiming Class Members who do not cash the settlement checks sent to them within 90 days will not receive a settlement payment under this Agreement, they shall still be bound by the other provisions of this Agreement, including without limitation the release of claims provided in this Agreement.

3. If a Claiming Class Member informs Class Counsel or the Settlement Administrator within 75 days of either the first or second round distribution that his or her settlement payment check was misplaced, lost in the mail, or otherwise could not be cashed, the Settlement Administrator shall cancel the check containing the settlement payment and re-issue the settlement payment to the Claiming Class Member, and said Claiming Class Member's funds shall not be subject to the redistribution described elsewhere in this Agreement.

#### **C. *Cy Pres***

Upon occurrence of the Effective Date, the Settlement Administrator shall distribute settlement payments in accordance with Section III of the Agreement. To the extent checks from the second distribution are not cashed within ninety (90) days following the second distribution, these funds shall be deposited with Casa Cornelia Law Center, as *cy pres* beneficiary.

#### **D. Class Counsel's Settlement Administration Duties**

Class Counsel shall be solely responsible for the following functions in accordance with the terms of this Agreement, and with the Preliminary Approval Order and Final Approval Order in the Lawsuit:

1. Mailing (or causing to be mailed by the Settlement Administrator) by first-class United States Mail, the Settlement Notice (with the Fairness Hearing date and deadlines established by the Court in the Preliminary Approval Order) and a blank Form W-9 to all Class Members who can be identified through a reasonable effort. Plaintiffs shall obtain the Settlement Administrator's approval of the Form W-9 prior to mailing.

2. Providing to XPO a list identifying all Class Members whose Notices were undeliverable for whatever reason.

3. Providing XPO a list identifying all Settlement Class Members who submit an Objection pursuant to Section IV of this Agreement and copies of all papers received by any such objectors.

4. Processing objections to the Settlement, including challenges to the Payment Calculations.

5. Submitting the Named Plaintiffs' and Claiming Class Members' executed Form W-9s to the Settlement Administrator.

6. Submitting Payment Calculations to the Settlement Administrator and XPO.

**E. Settlement Administrator's Duties**

The Settlement Administrator shall be solely responsible for the following functions in accordance with the terms of this Agreement, and with the Preliminary Approval Order and Final Approval Order in the Lawsuit:

1. Submitting the Named Plaintiffs' and Claiming Class Members' taxpayer identification numbers, as provided in the executed Form W-9s, to the Internal Revenue Service taxpayer identification number matching service, and obtaining (prior to issuing payment) a corrected Form W-9 from each Named Plaintiff and/or Claiming Class Member whose taxpayer identification number does not result in a match in the above-referenced IRS process.

2. Providing the notice required by the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1715, substantially in the form attached hereto as **Exhibit 7**, to be mailed in accordance with the provisions of CAFA to the appropriate federal and state officials identified in **Exhibit 8**.

3. Mailing, by first-class United States Mail, settlement payments to Named Plaintiff and Class Members in accordance with the Payment Calculations for each such Class Member provided to the Settlement Administrator by Class Counsel.

4. Mailing, by first-class United States Mail, payment(s) for attorneys' fees and costs to Class Counsel.

5. Mailing, by first-class United States Mail, Service Awards to Named Plaintiffs.

6. Mailing payments of unclaimed settlement funds to the designated *cy pres* beneficiaries, if any.

7. Establishing, designating, and maintaining the Class Settlement Fund as a "qualified settlement fund" under Internal Revenue Code § 468B and Treasury Regulation

§ 1.468B-1, for the purpose of resolving the contested claims of the Named Plaintiffs and Class Members.

8. Maintaining the assets of the Class Settlement Fund in an interest-bearing escrow account segregated from the assets of XPO and any person related to XPO.

9. Obtaining an employer identification number (“EIN”) for the Class Settlement Fund pursuant to Treasury Regulation § 1.468B-2(k)(4).

10. Preparing and filing federal income tax returns in the name of the Class Settlement Fund, as well as any other tax filings the Class Settlement Fund must make under federal, state, or local law.

11. Cooperating with XPO to jointly file a relation-back election under Treasury Regulation § 1.468B-1(j)(2), if necessary, to treat the Class Settlement Fund as coming into existence as of the earliest possible date.

12. Paying and depositing the federal taxes owed by the Class Settlement Fund under Treasury Regulation § 1.468B-2, as well as any state or local taxes owed by the Class Settlement Fund.

13. Preparing, filing, and issuing all necessary tax reporting forms in the name of the Class Settlement Fund, including IRS Forms 1099 regarding the distribution of payments to Class Members, Class Counsel, and Named Plaintiffs.

14. Providing XPO with copies of all tax reporting and filings made for the Class Settlement Fund, including copies of the checks and IRS Forms 1099 issued to Class Members, Class Counsel, and Named Plaintiffs, and any other documentation to show that the tax reporting and filings were timely transmitted to the claimants and the applicable taxing authorities.

15. Paying any additional tax liabilities (including penalties and interest) that arise from the establishment and administration of the Class Settlement Fund. Any such tax payment shall be made solely from the assets of that Class Settlement Fund without any recourse against XPO for additional monies.

16. Providing 75 percent of the allocated PAGA payment (\$15,000) to the Labor and Workforce Development Agency of the State of California.

17. Providing the Final Accounting to XPO and Class Counsel.

18. Liquidating any remaining assets of the Class Settlement Fund after all payments to the Class Members, Class Counsel, and Named Plaintiffs have been made and all tax obligations have been satisfied, and distributing such assets as directed by the Court.

19. Petitioning the Court for termination of the Class Settlement Fund once all of the duties listed above in subsections (1) to (14) have been completed.

#### **F. Payments to Named Plaintiffs and Class Members**

Upon occurrence of the Effective Date, the Settlement Administrator shall, as soon as thereafter reasonably practicable, but within no more than 20 additional business days, mail, by first-class United States Mail, to Named Plaintiffs and Class Members checks in the amounts determined by Class Counsel pursuant to Section III.B. of this Agreement and drawn on the account of the Class Settlement Fund. To the extent checks are not cashed within ninety days, the remaining funds shall be distributed to Named Plaintiffs and Class Members who cashed their settlement checks within the 90-day period in *pro rata* shares, as described in Section III.B. above in a second-round distribution. To the extent checks issued in the second-round distribution are not cashed within ninety days, amounts remaining in the Class Settlement Fund shall be deposited with the *cy pres* recipient specified in Section III.C. of this Agreement.

Nothing in this paragraph shall prohibit the Settlement Administrator from cancelling and/or re-issuing a settlement payment check to a Claiming Class Member whose settlement payment check is lost in the mail or is otherwise unable to be cashed.

#### **G. Settlement Administrator's Acceptance of Duties and Compensation**

The Settlement Administrator will sign an agreement acknowledging its responsibilities under this Agreement and setting forth the price of its services. If XPO or Class Counsel reasonably believes or suspects that the Settlement Administrator is failing to perform its duties, XPO or Class Counsel shall have a right to petition the Court for a remedy.

### **IV. SETTLEMENT NOTICE**

The proposed Settlement Notice is attached hereto as **Exhibit 3**. The parties agree that the Settlement Notice provides information sufficient to inform the Class Members of the material terms of this Settlement, the appropriate means for obtaining additional information regarding this Agreement and the Lawsuit, the appropriate means for and information about obtaining a settlement payment pursuant to the Settlement, and the appropriate means to object to the Settlement. To facilitate the efficient administration of this Settlement, and to facilitate the making of settlement payments to Class Members under the Settlement, Class Counsel will provide all Class Members with copies of the Settlement Notice pertaining to the Lawsuit, as well as contact information for the appropriate Class Counsel in the event they have questions. Plaintiffs will request the Court to approve the Settlement Notice and Forms in the Preliminary Approval Order.

As soon as practicable, but no later than 10 days after the Court's entry of the Preliminary Approval Order unless otherwise ordered by the Court, Class Counsel shall send or cause to be sent by the Settlement Administrator, by first-class United States Mail, a copy of the Settlement Notice and Form W-9 to every Class Member who can be identified through reasonable effort. Before the mailing of these documents, Class Counsel will obtain, or cause to be obtained by the Settlement Administrator, address updates utilizing a national change of address database.

The Parties agree that the dissemination of the Settlement Notice by First Class Mail in the manner specified in this Section IV satisfies the notice requirements of due process and Rule 23 of the Federal Rules of Civil Procedure. Plaintiffs will request the Court to approve, in the

Preliminary Approval Order, the direct mailing of the Settlement Notice and Form W-9 as set forth in this Section IV.

## **V. COSTS OF NOTICE AND CLAIMS ADMINISTRATION**

All fees and expenses incurred in administering this Agreement, including payments made for the services of the Settlement Administrator for the duties set forth in Section III.E above, shall be paid from the Class Settlement Fund. Unless otherwise specifically agreed in writing, XPO shall not be responsible for any cost that may be incurred by, on behalf of, or at the direction of Plaintiffs or Class Counsel in (a) defending the Agreement or the Settlement against any challenge to them, (b) defending against any challenge to any order or judgment entered pursuant to the Agreement, or (c) for any other reason.

## **VI. PROCEDURES FOR SETTLEMENT APPROVAL**

### **A. Preliminary Approval**

Plaintiffs shall, as soon as practicable following the execution of this Agreement by all Parties, move the Court to enter the Preliminary Approval Order. The proposed deadlines to be established in the Preliminary Approval Order are as follows, unless otherwise ordered by the Court:

1. 10 days after entry of the Preliminary Approval Order: Date on or before which Class Counsel shall distribute the Settlement Notice and Form W-9 to Class Members via First Class Mail.

2. 45 days after mailing of the Settlement Notices: Date on or before which objections to the Settlement, the Agreement, or the amount of fees that Class Counsel has requested, must be submitted (consistent with the instructions in the Settlement Notice); Date on or before which Class Members must submit completed Form W-9s in order to participate in the Settlement and receive a share of the Settlement Payment, except that late claims may be accepted based on a showing of excusable neglect, and only in the event that the late claim will not delay distribution of the Class Settlement Fund under the terms of this Agreement.

3. The Parties will coordinate with the Court to set a date for the Fairness Hearing that is no sooner than 75 days after the Court enters a Preliminary Approval Order.

### **B. Final Approval**

At least fourteen (14) calendar days prior to the Fairness Hearing scheduled by the Court, or on such other date as the Court may require, Class Counsel will file with the Court an unopposed motion, in a form agreeable to Counsel for XPO, seeking entry of an order granting Final Approval of the Settlement.

At the Fairness Hearing, Plaintiff shall request the Court to enter the Final Approval Order, substantially in the form of **Exhibit 5** to this Agreement.

## **VII. CLASS COUNSEL'S ATTORNEYS' FEES AND COSTS, AND SERVICE AWARDS TO NAMED PLAINTIFFS**

A. XPO shall not oppose Class Counsel's request for attorneys' fees of up to \$3,166,350.00 and legal and administrative costs of up to \$135,000.00, covering all legal services provided by Class Counsel in the past and future to the members of the Settlement Class in connection with the Lawsuit, the settlement of the Lawsuit, any appeal in connection with the Settlement, implementation of the Settlement, or otherwise.

B. XPO shall not oppose Class Counsel's request for Service Awards to Reynaldo Gomez Acosta, Servando Avila Luciano, Felix Nunez Duarte, Edgardo Villatoro, Manuel de Jesus Martinez Mejia, and Gerald Daniels up to \$10,000.00 each, above what each is otherwise eligible to receive under Section III of this Agreement. The Service Awards shall be paid from the common Class Settlement Fund.

C. The agreed amounts set forth above in this Section will be subject to Court approval, which approval shall be stated in the Final Approval Order of the Court.

D. Upon occurrence of the Effective Date, the Settlement Administrator shall, as soon as thereafter reasonably practicable, but within no more than 20 additional business days, mail, by first-class United States Mail, to Named Plaintiffs and Class Counsel checks drawn on the account of the Class Settlement Fund in the amounts specified above, as approved by the Court. Class Counsel shall provide to the Settlement Administrator in a timely manner all information needed with respect to the issuance of the checks for attorneys' fees and Service Awards, including Form W-9s. The Settlement Administrator shall have no obligation to make payments under this Section until such information is received.

E. Upon transferring the Settlement Payment to the Class Settlement Fund created for this Lawsuit, XPO will have no further responsibility or liability for any amount of attorneys' fees or costs for work performed or expenses incurred in connection with the Lawsuit to any of the Class Counsel or to any other counsel for Plaintiffs or any Class Member. In the event any claim for attorneys' fees or costs in connection with the Lawsuit is made by any counsel other than Class Counsel, the parties agree that XPO has no obligation of any kind to satisfy any such claim. In the event of any claim for attorneys' fees or costs brought against XPO in connection with the Lawsuit, Class Counsel agree to indemnify XPO against any payment on claims for fees or costs made by other counsel for work performed in connection with the Lawsuit. Class Counsel represent that there are no liens related to any fees associated with the claims of the Class Members as of the execution date of this Agreement. Any attorneys' fees or costs dispute between Class Counsel and any other attorney(s) will not interfere with the Settlement, the provisions of this Settlement Agreement, the dismissal of the Lawsuit, or the releases obtained pursuant to the Settlement Agreement. XPO is hereby released from potential liability for statutory attorneys' fees upon transferring the Settlement Payment to the Class Settlement Fund.

## **VIII. RELEASE**

All Named Plaintiffs will be bound by the release of all Named Plaintiffs' Released Claims.

All Class Members will be bound by the release of all Class Member Released Claims.

XPO will be bound by the release of all XPO's Released Claims.

By executing this Agreement, Plaintiffs, on behalf of themselves and all Class Members, and XPO acknowledge that, upon entry of the Final Approval Order by the Court, the Lawsuit shall be dismissed with prejudice, including the Counterclaims, an order of dismissal with prejudice shall be entered, and all Released Claims, including Class Member Released Claims, Named Plaintiffs' Released Claims, and XPO's Released Claims (as defined herein), shall thereby be conclusively settled, compromised, satisfied, and released as to the Releasees.

In connection with such release of claims, Named Plaintiffs and the Class Members hereby acknowledge that they are aware that they or their attorneys may hereafter discover claims or facts in addition to or different from those which they now know or believe to exist with respect to the Released Claims, but that it is their intention to hereby fully, finally, and forever settle and release all of the Released Claims, known or unknown, suspected or unsuspected, that they may have against Releasees. In furtherance of such intention, the release herein given to the Releasees by the Named Plaintiff and Class Members shall be and remain in effect as a full and complete release of all Released Claims.

Notwithstanding the above, the Court shall retain jurisdiction over the Parties, the Class Members and the Settlement with respect to the future performance of the terms of this Settlement Agreement, and to assure that all payments and other actions required by the Settlement are properly carried out.

#### **IX. COVENANT NOT TO SUE**

Plaintiffs, on behalf of themselves and the Class Members, (a) covenant and agree that neither Plaintiffs nor any of the Class Members, nor anyone authorized to act on behalf of any of them, will commence, authorize, or accept any benefit from any judicial or administrative action or proceeding, other than as expressly provided for in this Settlement, against Releasees, or any of them, in either their personal or corporate capacity, with respect to any claim, matter, or issue that in any way arises from, is based on, or relates to any alleged loss, harm, or damages allegedly caused by Releasees, or any of them, in connection with the Released Claims; (b) waive and disclaim any right to any form of recovery, compensation, or other remedy in any such action or proceeding brought by or on behalf of any of them; and (c) agree that this Settlement shall be a complete bar to any such action.

#### **X. REPRESENTATIONS AND WARRANTIES**

Each of the Parties represents and warrants to, and agrees with, each of the other Parties as follows:

A. Each of the Parties has had the opportunity to receive, and has received, independent legal advice from his or its attorneys regarding the advisability of making the Settlement, the advisability of executing this Agreement, and the legal and income-tax consequences of this Settlement, and fully understands and accepts the terms of this Settlement.

B. Plaintiffs represent and warrant that no portion of any claim, right, demand, action, or cause of action against any of the Releasees that Plaintiffs are releasing in this Agreement, and no portion of any payment to which Plaintiffs may be entitled, has been assigned, transferred, or conveyed by or for Plaintiffs in any manner; and no person other than the Plaintiffs and the Class Members have any legal or equitable interest in the claims, demands, actions, or causes of action to be released in this Agreement.

C. Any other person or entity (including, but not limited to, insurers, lien holders, business partners, related or associated business entities, or other creditors) that has any judgments, liens, subrogation interests, or related claims which arise out of the Released Claims or the damages alleged by the Plaintiffs and the Certified Class as a result of the Released Claims must be satisfied from the payments to Plaintiffs and Claiming Class Members as detailed in Section III herein. Plaintiffs and Claiming Class Members agree that they are liable for, and will release, hold harmless, defend, and indemnify the Releasees from and against any and all Released Claims, known or unknown, that may be brought by any person, shareholder, partner, owner (in whole or part), firm, corporation, or other entity, including any lien holders, or any other person asserting an interest in any such entity, against the Releasees for any such judgments, liens, interests, or claims that exist arising out of the Released Claims, this Settlement, and/or the distribution of payments under this Settlement Agreement.

D. None of the Parties relies or has relied on any statement, representation, omission, inducement, or promise of any other party (or any officer, agent, employee, representative, or attorney for any other party) in executing this Agreement, or in making the Settlement provided for herein, except as expressly stated in this Agreement.

E. Each of the Parties has investigated the facts pertaining to the Settlement and this Agreement, and all matters pertaining thereto, to the full extent deemed necessary by that party and his or its attorneys.

F. Each of the Parties has carefully read, and knows and understands, the full contents of this Agreement and is voluntarily entering into this Agreement after having had the opportunity to consult with, and having in fact consulted with, his or its attorneys.

G. Section titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Settlement or any provision hereof.

H. Each of the Parties has participated in the drafting of all provisions of this Agreement, has had an adequate opportunity to read, review, and consider the effect of the language of this Agreement, and has agreed to its terms.

I. It is understood and agreed that this Agreement is for the compromise of disputed claims and is not to be construed as or deemed to be an admission of any liability, fault, or responsibility on the part of XPO or any other Releasee.



J. It is understood and agreed that the terms and conditions of this Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that this Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or his or its counsel participated in the drafting of this Agreement.

K. This Agreement constitutes and comprises the entire agreement among the Parties with respect to the subject matter hereof. It supersedes all prior and contemporaneous oral and written agreements and discussions. It may be amended only by an agreement in writing, signed by all Parties hereto.

L. The Parties agree that any dispute regarding the interpretation or enforcement of the terms of this Settlement or in connection with this Agreement shall be resolved by the Court.

#### **XI. PRELIMINARY TIMELINE FOR COMPLETION OF SETTLEMENT**

The preliminary schedule for notice, approval, and payment procedures carrying out this settlement is as follows. The schedule may be modified depending on whether and when the Court grants necessary approvals and orders notice to the class, sets further hearings, or otherwise orders modifications to this schedule. In the event of such modification, the Parties shall cooperate in order to complete the settlement procedures as expeditiously as reasonably practicable. To the extent this Section XI conflicts with one or more other provisions of this Agreement, the other provision(s) shall supersede this Section XI.

<b>TIME REQUIRED</b>	<b>EVENT</b>
Within 10 Days of entry of Preliminary Approval Order	Mailing of Settlement Notices and Form W-9s.
30 days after mailing of Notice	Class Counsel to conduct trace/search efforts and to send a follow up mailing to individuals whose Notice Packet was returned as undeliverable or whose listed address is found to be inaccurate.
45 days after mailing of Notice	Last day for Class Members to submit written objections
At least 14 days prior to Fairness Hearing (or at another time established by the Court)	Plaintiffs file Motion for Final Approval.
To be determined by the Court, but no less than 75 after entry of the Preliminary Approval Order	Fairness Hearing.
Within 30 days of entry of Final Approval Order	Class Counsel to provide Settlement Administrator final calculation of payments from the Settlement Fund to be distributed to the Claiming Class Members.
Within 70 Business Days of Preliminary Approval	XPO to transfer Settlement Payment to the Class Settlement Fund.

<b>TIME REQUIRED</b>	<b>EVENT</b>
Within 20 business days of Settlement Effective Date	Settlement Administrator to distribute and pay all court-approved attorneys' fees and litigation costs.
Within 20 business days of Settlement Effective Date	Settlement Administrator to distribute and pay: (1) Class Member Payments; (2) administration costs to Settlement Administrator; (3) class representatives' Service Awards (First-Round Distribution).
90 days after payment of settlement checks	Expiration of first round distribution of class member settlement checks.
Within 10 days of date of expiration of class member settlement checks.	Settlement Administrator to make the final calculation of payments to be distributed to the eligible class members of remainder of the Net Settlement Fund and provide all Counsel with a report listing the amount of all payments to be made to each Eligible Settlement Class Member, and amounts, if any, to be paid to unidentified class members who submit claims for settlement shares from the reserve fund.
Within 20 days of date of expiration of class member settlement checks	Settlement Administrator to distribute and pay funds remaining in the Net Settlement Fund and Reserve Fund to eligible identified and unidentified class members (Second-Round Distribution).
90 days after payment of second-round distribution of settlement checks	Expiration of second-round distribution of class member checks. Settlement Administrator to pay any residual funds to <i>cy pres</i> beneficiaries and close the settlement fund.

## **XII. MISCELLANEOUS**

### **A. Conditional Nature of Agreement**

At the Plaintiffs' option, expressed in written notice to XPO's counsel, this Agreement shall become null and void, and no obligation on the part of any of the Parties will accrue, if the Court materially alters any of the terms of this Agreement to the detriment of Plaintiffs or the Class, or fails to enter the Preliminary Approval Order or Final Approval Order in the Lawsuit in substantially the form submitted by the Parties, except that a Court ruling regarding Class Counsel's attorneys' fees and costs or the proposed Service Awards shall not be a basis for withdrawal.

At XPO's option, expressed in written notice to Class Counsel, this Agreement shall become null and void, and no obligation on the part of any of the Parties will accrue, if the Court materially alters any of the terms of this Agreement to the detriment of XPO, or fails to enter the Preliminary Approval Order or Final Approval Order in the Lawsuit in substantially the form submitted by the Parties. Any appeal by Class Counsel of the attorneys' fees and costs awarded by the Court in connection with this Settlement shall not be a basis for any party to have this Agreement become null and void.

If this Agreement becomes null and void, the Parties shall move forward with the Lawsuit as though no settlement had been reached, all of the Parties to the Lawsuit being placed in the same position they were before this Settlement was proposed, negotiated and agreed upon, and Plaintiffs' motions for approval of this Settlement shall be withdrawn.

**B. Severability**

None of the terms of this Agreement is severable from the others. However, if the Court should rule that any term is void, illegal, or unenforceable for any reason, XPO, in its sole discretion, and Plaintiffs, in their sole discretion (but acting in accord with their duties and obligations to the Class), may elect to waive any such deficiency and proceed with the Settlement under the terms and conditions ultimately approved by the Court.

**C. Effectiveness, Amendments, and Binding Nature**

This Agreement may be amended only by written agreement signed by the Parties. Except as otherwise stated above, each of the parties, including Plaintiffs on behalf of themselves and the Class, expressly accepts and assumes the risk that, if facts or laws pertinent to matters covered by this Agreement are hereafter found to be other than as now believed or assumed by that party to be true or applicable, this Agreement shall nevertheless remain effective.

This Agreement is binding on, and shall inure to the benefit of, the Parties in the Lawsuit and the Class Members and their respective agents, employees, representatives, officers, directors, parents, subsidiaries, assigns, executors, administrators, insurers, and successors in interest. All Releasees other than XPO, which is a party, are intended to be third-party beneficiaries of this Agreement.

**D. Cooperation in Implementation**

XPO, Plaintiffs, and their respective counsel (including Class Counsel) agree to prepare and execute any additional documents that may reasonably be necessary to effectuate the terms of this Agreement.

**E. Governing Law**

This Agreement shall be construed and governed in accordance with the procedural and substantive law of the state of California, except that all matters of federal law and the Class Settlement Fund's compliance with Internal Revenue Code § 468B and the Treasury Regulations thereunder shall be governed by federal income tax law.

**F. No Admission of Liability**

The Parties are entering into this Settlement for the purpose of compromising and settling disputed claims. Nothing in this Agreement or in the documents relating to the Settlement shall be construed, deemed, or offered as an admission by any of the Parties, or by any member of the Class, for any purpose in any judicial or administrative action or proceeding, whether in law or in equity, and regardless of whether this Agreement ultimately becomes effective.

### **G. Income Tax Obligations**

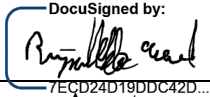
The Settlement Payment is allocated by the Parties to compensate for the reimbursement of expenses (whether deducted from contractual payments to Plaintiffs or their affiliated entities or paid separately by Plaintiffs), wages, and interest. No representation has been made to the Plaintiffs, Class Members, or their attorneys by XPO regarding the taxability of any portion of the payments under this Agreement. Plaintiffs, Class Members, and Class Counsel are solely responsible for their own tax filing and payment obligations arising from this Agreement, except that the Settlement Administrator will provide Plaintiffs, Class Members, and Class Counsel with copies of IRS Forms 1099 for any payments the Class Settlement Fund makes to them under this Agreement. Nothing in this paragraph is intended to alter the duties of the Settlement Administrator set forth in this Agreement.

### **H. Signatures**

This Agreement may be executed in counterparts, and, when so executed, shall constitute a binding original. A signature, or copy of a signature, transmitted electronically, including by facsimile, email, or via DocuSign, shall serve as an original for all purposes.

Plaintiffs:

Defendant:

DocuSigned by:  


Reynaldo Gomez Acosta  
Date: 8/18/2021

By: \_\_\_\_\_  
XPO  
Its:

Date: \_\_\_\_\_

\_\_\_\_\_  
Servando Avila Luciano

Date: \_\_\_\_\_

\_\_\_\_\_  
Felix Nunez Duarte

Date: \_\_\_\_\_

\_\_\_\_\_  
Edgardo Villatoro

Date: \_\_\_\_\_

\_\_\_\_\_  
Manuel de Jesus Martinez Mejia

Date: \_\_\_\_\_

\_\_\_\_\_  
Gerald Daniels

Date: \_\_\_\_\_

APPROVED AND ACKNOWLEDGED:

APPROVED AND ACKNOWLEDGED:

\_\_\_\_\_  
Alvin Gomez  
Class Counsel

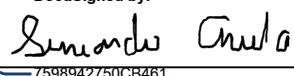
\_\_\_\_\_  
Scott Voelz  
Counsel for XPO

Plaintiffs:

Defendant:

\_\_\_\_\_  
Reynaldo Gomez Acosta

Date: \_\_\_\_\_

DocuSigned by:  
  
7598942750CB461...

\_\_\_\_\_  
Servando Avila Luciano

Date: 8/18/2021

\_\_\_\_\_  
By:

XPO

Its:

Date: \_\_\_\_\_

\_\_\_\_\_  
Felix Nunez Duarte

Date: \_\_\_\_\_

\_\_\_\_\_  
Edgardo Villatoro

Date: \_\_\_\_\_

\_\_\_\_\_  
Manuel de Jesus Martinez Mejia

Date: \_\_\_\_\_

\_\_\_\_\_  
Gerald Daniels

Date: \_\_\_\_\_

APPROVED AND ACKNOWLEDGED:

APPROVED AND ACKNOWLEDGED:

\_\_\_\_\_  
Alvin Gomez  
Class Counsel

\_\_\_\_\_  
Scott Voelz  
Counsel for XPO

Plaintiffs:

Defendant:

\_\_\_\_\_  
Reynaldo Gomez Acosta

Date: \_\_\_\_\_

\_\_\_\_\_  
Servando Avila Luciano

Date: \_\_\_\_\_

DocuSigned by  
*Felix Nunez Duarte*  
[Signature]

\_\_\_\_\_  
Felix Nunez Duarte

Date: 8/18/2021

\_\_\_\_\_  
Edgardo Villatoro

Date: \_\_\_\_\_

\_\_\_\_\_  
Manuel de Jesus Martinez Mejia

Date: \_\_\_\_\_

\_\_\_\_\_  
Gerald Daniels

Date: \_\_\_\_\_

APPROVED AND ACKNOWLEDGED:

APPROVED AND ACKNOWLEDGED:

\_\_\_\_\_  
Alvin Gomez  
Class Counsel

\_\_\_\_\_  
Scott Voelz  
Counsel for XPO

Plaintiffs:

Defendant:

\_\_\_\_\_  
Reynaldo Gomez Acosta  
Date: \_\_\_\_\_

\_\_\_\_\_  
By:  
XPO  
Its:

Date: \_\_\_\_\_

\_\_\_\_\_  
Servando Avila Luciano

Date: \_\_\_\_\_

\_\_\_\_\_  
Felix Nunez Duarte

Date: \_\_\_\_\_

\_\_\_\_\_  
Edgardo Villatoro

Date: \_\_\_\_\_

\_\_\_\_\_  
Manuel de Jesus Martinez Mejia

Date: \_\_\_\_\_

\_\_\_\_\_  
Gerald Daniels

Date: \_\_\_\_\_

APPROVED AND ACKNOWLEDGED:

APPROVED AND ACKNOWLEDGED:

\_\_\_\_\_  
Alvin Gomez  
Class Counsel

\_\_\_\_\_  
Scott Voelz  
Counsel for XPO



Plaintiffs:

\_\_\_\_\_  
Reynaldo Gomez Acosta

Date: \_\_\_\_\_

\_\_\_\_\_  
Servando Avila Luciano

Date: \_\_\_\_\_

\_\_\_\_\_  
Felix Nunez Duarte

Date: \_\_\_\_\_

\_\_\_\_\_  
Edgardo Villatoro

Date: \_\_\_\_\_

\_\_\_\_\_  
Manuel de Jesus Martinez Mejia

Date: \_\_\_\_\_

\_\_\_\_\_  
Gerald Daniels

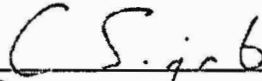
Date: \_\_\_\_\_

APPROVED AND ACKNOWLEDGED:



\_\_\_\_\_  
Alvin Gomez  
Class Counsel

Defendant:

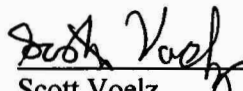


\_\_\_\_\_  
By: Christopher J. Signorello  
XPO

Its: Chief Compliance Officer and Deputy General Counsel (XPO Logistics, Inc.);  
and Senior Vice President (XPO Logistics, Inc.'s subsidiaries)

Date: 8/19/2021

APPROVED AND ACKNOWLEDGED:

  
\_\_\_\_\_  
Scott Voelz  
Counsel for XPO

# EXHIBIT 1

ID	Name	Owner Name
1586865	TRAN, TRONG MINH	TRAN, TRONG MINH
1947119	PEDRO GINO RENDON	PEDRO GINO RENDON
7466287	CARLOS RAJO	CARLOS RAJO
5107700	MOLINA, ELDAI	MOLINA, ELDAI
180052	ABARCA, RINGO	RINGO ABARCA
8113751	POOLE,MICHAEL LASHAWN	MIKE POOLE
9379868	DAY, DARRELL	DARREL PAUL DAY
6821889	DECOUD, LAWRENCE M	DECOUD, LAWRENCE M
3884601	FABELA, JOHN D	FABELA, JOHN D
2772196	ALEXI SMITH	SMITH, ALEXI CISNEROS
3660530	PHELPS, BRIAN	BRIAN M PHELPS
33009	ENRIQUE GOMEZ	ENRIQUE GOMEZ
9612541	GROSSLEY, RAYMOND	RAYMOND GROSSLEY
8619719	NUNEZ DUARTE, FELIX	NUNEZ DUARTE, FELIX
6340363	JESSE QUIROZ	JESSE QUIROZ
4095713	CRAIG,VICTOR	CRAIG, VICTOR
5994158	RUADA, JOSE W	RUADA, JOSE W
8582420	GERARDO ALEXANDER RODRIGUEZ	GERARDO ALEXANDER RODRIGUEZ
3885083	ACKLING, MICHAEL D	ACKLING, MICHAEL D
7401841	ELROY LAMBEY	ELROY LAMBEY
746362	GUERRERO LOOR, LUIS	GUERRERO LOOR, LUIS
2577568	CASTRO, JESUS	CASTRO, JESUS
133043	THOMPSON, DOUGLAS	DOUGLAS TROY THOMPSON
9503620	PALOMINO, JORGE	JORGE PALOMINO
8040196	FLORES, SERGIO	FLORES, SERGIO
4209317	B. BENJAMIN III, JULIAN	B. BENJAMIN III, JULIAN
4246041	EDWING ORTIZ	EDWING ORTIZ
4959837	CASTRO-BERRIOS, JULIO CESAR	CASTRO-BERRIOS, JULIO CESAR
7890172	RONALD ZUBIA VILLASENOR	RONALD ZUBIA VILLASENOR
7795381	SMITH, WALTER ROBERTO	SMITH, WALTER ROBERTO
9664756	MIGUEL GALAVIZ JR	MIGUEL GALAVIZ JR
1167374	ESTRADA, JORGE I	ESTRADA, JORGE I
2082985	DANIELS, GERALD W	DANIELS, GERALD W
391633	HOYOS, GERMAN GALLEGO	GERMAN GALLEGO HOYOS
2818097	BEDOLLA, JORGE JAVIER	BEDOLLA, JORGE JAVIER
9393682	RIVERA REYES, FRANCISCO	RIVERA REYES, FRANCISCO
4254059	PONCE, JOSE	PONCE, JOSE
944466	ISRAEL HERNANDEZ	ISRAEL HERNANDEZ
2984302	GARRY KELLY	GARRY KELLY
2387974	LUIS HERNANDEZ MELGAR	LUIS HERNANDEZ MELGAR
8963459	GUTIERREZ, VICENTE	GUTIERREZ, VICENTE
1197120	MOORE, LARRY DEWAYNE	MOORE, LARRY
1237779	HART, ANDRE LAMAR	HART, ANDRE LAMAR
2370517	MENDEZ, MEDARDO	MENDEZ, MEDARDO
6833065	ERNIE MOSQUEDA	ERNIE MOSQUEDA

ID	Name	Owner Name
1790750	RAMIREZ, JOSE ANGEL	RAMIREZ, JOSE ANGEL
1565719	MARSHALL, KEITH LENNARD	MARSHALL, KEITH LENNARD
7345732	MORALES,JOE SONORA	SONORA MORALES, JOE
681852	WOODS, VERNON ALEXANDER	WOODS JR, VERNON A
441430	TORRES, MICHAEL FRED	TORRES, MICHAEL FRED
8430581	LEYVA, JESUS	LEYVA, JESUS
4752852	SERMENO, ANGELICA	SERMENO, ANGELICA
3879034	BROWN, WALTER	WALTER BROWN JR
3893132	HOWARD, KENNETH	KENNETH F HOWARD JR
8087428	PEREZ, SALVADOR	PEREZ, SALVADOR
7574967	JOSE C GIL	JOSE C GIL
4515998	FRANCO, RICARDO A	FRANCO, RICARDO A
8960033	LOPEZ, GUILLERMO	LOPEZ, GUILLERMO
7318706	PRIETO, ARMANDO	PRIETO, ARMANDO
2850165	RODRIGUEZ, MARCO ANTONIO	RODRIGUEZ, MARCO ANTONIO
9842361	MOSQUEDA, JOE	JOE MOSQUEDA
647749	DAVIS, FREDERIC MICHAEL	FREDERIC MICHAEL DAVIS
5809988	MARQUEZ, FLORENCIO	MARQUEZ, FLORENCIO
4468541	MONTENEGRO, MARIO ANIBAL	MONTENEGRO, MARIO ANIBAL
3441801	ALCALA,CARLOS	ALCALA, CARLOS
4712995	UNDERWOOD, ALAN WAYNE	ALAN UNDERWOOD
3065004	JASON PINCKNEY, LEON	JASON PINCKNEY, LEON
2597762	LUIS ALFREDO MARCHANTE	LUIS ALFREDO MARCHANTE
2954227	MCARTHUR YOUNG, KEITH	KEITH MCARTHUR YOUNG
4359349	GUATEMALA, MOISES C	MOISES C GUATEMALA
7135670	BERNAL,ADALBERTO	BERNAL, ADALBERTO
338795	CHAVEZ, FRANCISCO ANTONIO	CHAVEZ, FRANCISCO ANTONIO
628583	HERRERA ISLAS,JESUS	HERRERA, J JESUS ISLAS
8598569	RAUL AVALOS	RAUL AVALOS
2500437	CHIBUKHCHYAN, ARMEN	ARMEN CHIBUKHCHYAN
7322608	MONTES, MARLON	MONTES, MARLON
9256994	MENDOZA, RUBEN GARCIA	MENDOZA, RUBEN GARCIA
4253092	HERNANDEZ, ESTANISLAO	HERNANDEZ, ESTANISLAO
5834717	MOLINA, LUIS	LUIS RICARDO MOLINA
8783608	RAMIREZ, JOSE	RAMIREZ, JOSE
4019144	HERNANDEZ, JOSE LUIS	HERNANDEZ, JOSE LUIS
6558606	SANDOVAL, HUGO ODILIO	SANDOVAL, HUGO ODILIO
5181960	SALGADO, FELIPE DE JESUS	SALGADO, FELIPE
1564334	BURTON, CHRISTOPHER ARTHUR	CHRISTOPHER ARTHUR BURTON
4097361	ALVARADO, JOSE ANTONIO	ALVARADO, JOSE ANTONIO
1424517	MEDINA, ANICETO	MEDINA, ANICETO
2452570	ALVARADO ESPINOZA,ARNULFO	ALVARADO ESPINOZA, ARNULFO
4547799	LANDEROS, RUBEN OCHO	LANDEROS, RUBEN OCHO
4113458	MEJIA,ATENOGENES CORONEL	MEJIA ATENOGENES C
1263290	GUZMAN, JANIS ANTONIO	GUZMAN, JANIS ANTONIO

ID	Name	Owner Name
2268202	SOLTERO, GABRIEL	SOLTERO, GABRIEL
8823031	JAVIER MANZO	JAVIER MANZO
508907	VALDEZ, RAUL	VALDEZ, RAUL
9420715	RETENA-ELIZARRARAZ, JAVIER	RETENA-ELIZARRARAZ, JAVIER
7474293	CRUZ, JOSE MANUEL	CRUZ, JOSE MANUEL
6445337	PEREZ CANO, FELIX	PEREZ CANO , FELIX
4229580	FELIX SALVADOR LOPEZ	FELIX SALVADOR LOPEZ
509030	GALVAN, ALBERT	ALBERT GALVAN
6671079	CHRISTOPHER,FRED PAUL	CHRISTOPHER, FRED PAUL
8812845	HERNANDEZ, IGNACIO	HERNANDEZ, IGNACIO
302386	MENDOZA, HELADIO CLIMACO	MENDOZA, HELADIO CLIMACO
9329998	ALVAREZ, REYES	ALVAREZ, REYES
4960356	MEJIA FLORES, CARLOS H	MEJIA FLORES, CARLOS H
4883162	CERROS, MANOLO ANTONIO	MANOLO ANTONIO CERROS
4805586	ALVAREZ, JOSUE	ALVAREZ, JOSUE ISRAEL
8199792	CALDERA,JULIO ANTONIO	CALDERA,JULIO ANTONIO
7775646	RODRIGUEZ, MARTIN	RODRIGUEZ, MARTIN
701248	FUNES MUNOZ, WILLIAM ISAAC	FUNES MUNOZ, WILLIAM ISAAC
8207721	GUTIERREZ,FERNANDO	GUTIERREZ, FERNANDO
6372144	GABRIEL GOMEZ	GABRIEL GOMEZ
8961649	SOLIS SANCHEZ, JOSE J	SOLIS SANCHEZ, JOSE J
395846	PEREZ, DOMINGO	PEREZ, DOMINGO
1900596	JIMENEZ, HECTOR	JIMENEZ, HECTOR
6719092	FLORES, ALLEN	ALLEN A FLORES
4122180	CRUZ BONILLA, JOSE B	CRUZ BONILLA, JOSE B
3307965	LOPEZ, RUDY ALBERTO	LOPEZ, RUDY ALBERTO
4025897	KORKES, LORANS	LORANS KORKES
1135431	LOPEZ VILLAREAL, OSCAR IVAN	OSCAR IVAN LOPEZ
7128446	ACHA ALIPIO, ENRIQUE	ACHA ALIPIO, ENRIQUE
4838968	PAZ, MAXIMINO	PAZ, MAXIMINO
9521820	HERNANDEZ, GREGORIO LOMELI	HERNANDEZ, GREGORIO LOMELI
2090409	GIRON,CELSO	GIRON, CELSO
74267	LOPEZ, MARIO ALBERTO	MARIO ALBERTO LOPEZ
9174367	ALVARENGA,JOSE CARLOS	ALVARENGA, JOSE CARLOS
7589570	FUENTES ROQUE, MAURICIO	MAURICIO FUENTES ROQUE
1909809	GARCIA, JUAN	GARCIA, JUAN
8815135	CATARINO SANCHEZ, JUAN MANUEL	CATARINO SANCHEZ, JUAN MANUEL
6952656	DASHTO,TONY	DASHTO, TONY
204699	GARCIA, JOSE A	GARCIA, JOSE A
838366	KUFFO, LUIS E	KUFFO, LUIS E
1149217	ESTRADA, JOSE I	JOSE I ESTRADA
3279498	YUK, SOPHEAROATH	YUK , SOPHEAROATH
6648081	PAHUAMBA, JAVIER PABLO	PAHUAMBA, JAVIER PABLO
7355005	ROMO ROMERO, JESUS J	ROMO ROMERO, JESUS J
4639411	SERPAS HERNANDEZ, FRANKLIN S	SERPAS HERNANDEZ, FRANKLIN S

ID	Name	Owner Name
7602701	GARCIA, CANDELARIO	GARCIA, CANDELARIO
170283	MENJIVAR, NOEL DEJESUS	MENJIVAR, NOEL DE JESUS
5124390	PLEITEZ, NEFTALY	PLEITEZ, NEFTALY
810569	GARCIA GONZALEZ, GUADALUPE	GARCIA GONZALEZ, GUADALUPE
2560026	RODRIGUEZ, RAMON	RODRIGUEZ, RAMON
8410923	RODRIGUEZ, MAURICIO	RODRIGUEZ, MAURICIO
2820314	AGUSTIN DIAZ	AGUSTIN DIAZ
5849355	DE LA FUENTE, NOE	NOE DE LA FUENTE
4090307	AGUILAR, MANUEL	AGUILAR, MANUEL
511844	HALL, RANDY JAMES	RANDY J HALL
473669	PENILLA, CARLOS	PENILLA, CARLOS
4951338	ARELLANO, VICTOR CORTES	ARELLANO, VICTOR CORTES
9136744	KRAMER, ALEX	KRAMER, ALEX
6428426	TREJO, LEONARDO	TREJO, LEONARDO
4065293	RAMOS, EDUARDO BENITO	RAMOS, EDUARDO B
1699141	IFEACHO, KINGSLEY OBINNA	IFEACHO, KINGSLEY OBINNA SR
7331009	ESTRADA, LUIS MANUEL	ESTRADA, LUIS MANUEL
7226986	VALDES DAVILA, LUIS	DAVILA, LUIS VALDES
1673010	LOPEZ FUENTES, OSCAR A	LOPEZ FUENTES, OSCAR A
3405246	CARLOS A. AREVALO	CARLOS AREVALO
2244052	SOSA, FELIBERTO	FELIBERTO SOSA
3890704	HIDALGO, MARLO A CRUZ	HIDALGO, MARLO A CRUZ
8251401	LOPEZ, EFRAIN	LOPEZ, EFRAIN
3956091	FLORES, DAVID	FLORES, DAVID
7501729	GOMEZ, ALLAN JAVIER	GOMEZ, ALLAN JAVIER
9783011	MARTINEZ, JOSE O	MARTINEZ, JOSE O
7598152	CONTRERAS, MILTON EDGARDO	CONTRERAS, MILTON E
7947657	NERIO JUAREZ, RENE GUSTAVO	NERIO JUAREZ, RENE GUSTAVO
1718425	ORTIZ, JAIME VILLAGAS	ORTIZ, JAIME VILLAGAS
695976	MONGE, DENIS XAVIER	DENIS XAVIER, MONGE
4550940	PAREDES, LEODAN	PAREDES, LEODAN
5849766	RODRIGUEZ, OSCAR	RODRIGUEZ, OSCAR
3478483	DARWIN, AMAYA	DARWIN AMAYA
645552	EDER, AMAYA	EDER AMAYA
4963161	AMAYA, LINDOLFO	LINDOLFO AMAYA
7305201	ALEGRIA, ROGER	ROGER ALEGRIA
9107190	DIAZ AGUILAR, JUAN M	DIAZ AGUILAR, JUAN M
5077986	ORTIZ, FELIX	ORTIZ, FELIX
6219644	ZEDAN, MEJDY GHAZI	ZEDAN, MEJDY
8497227	PAZ, JOSE	PAZ, JOSE
1234017	JUAN CARLOS CAZARES LOPEZ	JUAN CARLOS CAZARES LOPEZ
7454929	LOZANO TIRADO, JESUS	JESUS LOZANO
1270769	ALVARADO PAEZ, JOSE ISRAEL	ALVARADO PAEZ, JOSE
5569828	VILLATORO, EDGARDO	VILLATORO, EDGARDO
8401485	NAVARRO, ARTURO REAL	NAVARRO, ARTURO REAL

ID	Name	Owner Name
3076988	CONTRERAS, ABEL	CONTRERAS, ABEL
55288	GONZALEZ, CARLOS	GONZALEZ, CARLOS
4467379	CAMARGO, ROBERTO RAMIREZ	CAMARGO, ROBERTO RAMIREZ
4876304	DISUS, ALBERT A	DISUS, ALBERT A
6764397	SOTO PEREZ, JUAN	SOTO PEREZ, JUAN
5180678	DIAZ DOMINGUEZ, RODOLFO	DIAZ DOMINGUEZ, RODOLFO
5353915	MELENDEZ, NESTOR ANTONIO	MELENDEZ, NESTOR ANTONIO
9534222	CRUZ NORORI, LESTER G	CRUZ NORORI, LESTER G
5377205	PAZ, GILBERTO SANTOS	DE PAZ RAMIREZ, GILBERTO DE LO
8884588	PADILLA, IRMA GOMEZ	PADILLA, IRMA GOMEZ
4934727	GUEVARA QUINTANAR,GERARDO	GERARDO GUEVARA QUINTANAR
8106566	CORDOVA, FRANCISCO	CORDOVA, FRANCISCO
9254101	LOPEZ MORAN, MARIO	LOPEZ MORAN, MARIO
6104529	GARDUNO, JOSE GUADALUPE	GARDUNO, JOSE GUADALUPE
8124425	CAMPOS, ALFONSO LIMON	CAMPOS, ALFONSO LIMON
4819216	MORRIS KENDRICK THOMAS	MORRIS KENDRICK THOMAS
7089145	FLORES, BRYAN	BRYAN J FLORES
2260960	TEPOZTECO, PAUL	PAUL TEPOZTECO
7856895	MONZO NQUEVEDO, BYRON	MONZO NQUEVEDO, BYRON
5105085	ISCOA, JOSE FRANCISCO	ISCOA, JOSE FRANCISCO
9411339	ORTIZ, EDGAR JOEL	ORTIZ, EDGAR JOEL
7510301	SANCHEZ, GERARDO	SANCHEZ, GERARDO
9582818	GARCIA, OSCAR EDUARDO	GARCIA, OSCAR EDUARDO
3237046	SOSA, RAFAEL ANTONIO	SOSA, RAFAEL ANTONIO
9510982	CAMINOS, JULIO A	CAMINOS, JULIO A
3880005	MARTINEZ MEJIA, MANUEL DE JESUS	MARTINEZ MEJIA, MANUEL DE JESUS
7993961	SILVA, JOHN	JOHN SILVA
9224489	MARTINEZ MARQUEZ, JORGE	MARTINEZ MARQUEZ, JORGE
9458475	ORTIZ BRAVO, SIGIFREDO	ORTIZ BRAVO, SIGIFREDO
4776616	GARCIA, ALEJANDRO	GARCIA, ALEJANDRO
8600727	ROSAS,CESAR	ROSAS, CESAR
3810104	RAMOS, EDGAR	RAMOS, EDGAR
8682762	GOMEZ ROSA, JULIO FERNANDO	GOMEZ ROSA, JULIO FERNANDO
1220712	ALVAREZ, ANGEL	ALVAREZ, ANGEL
4332833	SANTIESTEBAN RODRIGUEZ,ISRAEL	SANTIESTEBAN RODRIGUEZ, ISRAEL
4939410	RUIZ, MARCO ANTONIO	RUIZ, MARCO ANTONIO
5477360	ROCHA GALLAGA,GERARDO	ROCHA, GERARDO
7147635	VILLA, CESAR ABELINO	VILLA, CESAR ABELINO
7160014	FERNANDO FLORES	FERNANDO FLORES
5402674	JOSUE EZEQUIEL BARRIOS ROMERO	JOSUE EZEQUIEL BARRIOS ROMERO
1468869	AYALA, DANILIO DE JESUS	AYALA, DANILIO DE JESUS
7950914	ZOURI, STEVEN	ZOURI, STEVEN
1573450	VASQUEZ RUIZ, EDGAR	EDGAR F VASQUEZ

# EXHIBIT 2



*Victor Cortez Arrellano v. XPO Port Service Inc.,*  
Case No. 2:18-cv-08220-RGK-E

**Opt-Out List**

<b>No.</b>	<b>Name</b>
1.	Osman R. Garcia
2.	Luis Humberto Montalvo
3.	Mariano A. Saravia
4.	Armando Henriquez
5.	Luis Meza
6.	Vicente Renderos

# EXHIBIT 3

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

VICTOR CORTES ARRELLANO, AND ON BEHALF OF  
ALL UNAMED PLAINTIFFS SIMILARLY SITUATED,

Plaintiffs,

vs.

XPO LOGISTICS PORT SERVICES, LLC; and  
DOES 1 through 50, inclusive,

Defendants.

Case No. 2:18-cv-08220-RGK-E  
Related Case No. 2:18-cv-03736-RGK-E

**NOTICE OF CLASS ACTION SETTLEMENT  
("SETTLEMENT NOTICE")**

To: All current and former drivers who (1) personally entered into an Independent Contractor Operating Contract ("ICOC") with XPO Port Services, Inc., XPO Logistics Port Services, LLC, and XPO Logistics, Inc., XPO Logistics Cartage, LLC (formerly XPO Port Services Inc.), and XPO Logistics Inc. (hereinafter, "XPO") in California, where the ICOC was operative at any time from March 28, 2013, to the date of this notice (the "Class Period"); (2) performed services for XPO in California during the Class Period; and (3) were classified by XPO as an independent contractor (the "Class"). (NOTE: The Class referenced herein specifically excludes those individuals who entered into an ICOC on behalf of a corporate entity, who did not enter into an ICOC with XPO and instead performed services for XPO as second-seat drivers, and who previously fully settled, in other litigation, all claims related to weeks during the Class Period in which they contracted with XPO).

**PLEASE READ THIS NOTICE CAREFULLY  
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT**

***Why should you read this notice?***

The Court has granted preliminary approval of a proposed class action settlement (the "Settlement") in *Victor Cortez Arrellano v. XPO Port Service Inc.*, Case No. 2:18-cv-08220-RGK-E ("*Arrellano*"), and *Edgardo Villatoro et al. v. XPO Logistics Port Services, LLC et al.*, Central District Case No. 2:19-cv-09199-RGK-E ("*Villatoro*") (collectively, the "Lawsuit"). The Lawsuit is currently pending in the United States District Court for the Central District of California ("Central District"). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

You may be entitled to money from this Settlement. XPO's records show that you contracted with XPO as a Driver at some point between March 28, 2013, and the date of this Settlement Notice. The Court ordered that this Settlement Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this Settlement Notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in or object to the Settlement. If the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment.

***What is this case about?***

Plaintiffs Reynaldo Gomez Acosta, Servando Avila Luciano, Felix Nunez Duarte, Edgardo Villatoro, Manuel de Jesus Martinez Mejia, and Gerald Daniels (collectively named "Plaintiffs") brought this Lawsuit against XPO, seeking to assert claims on behalf of a "class" of Drivers who contracted with XPO. Plaintiffs are known as the "Class Representatives," and their attorneys, who also represent the interests of all Class Members, are known as "Class Counsel."

Plaintiffs' operative Complaint asserted the following causes of action: (1) Misclassification of Employees (Cal. Labor Code § 226.8(a)(1)); (2) Deductions from Wages and Failure to Indemnify (Cal. Labor Code §§ 221, 224, 226, 2802); (3) Unpaid Minimum Wages (Cal. Labor Code §§ 1194, 1194.2, 1197); (4) Failure to Pay Wages Due at Separation (Cal. Labor Code § 203); (5) Failure to Pay All Wages Owed Every Pay Period (Cal. Labor Code § 204); (6) Failure to Provide Meal Periods (Cal. Labor Code §§ 226.7, 512); (7) Failure to Provide Rest Periods (Cal. Labor Code §§ 226.7, 512); (8) Failure to Furnish Timely and Accurate Wage

Statements (Cal. Labor Code §§ 226, 226.3); (9) Unfair Competition (Cal. Bus. & Prof. Code §§ 17200 et seq.); and (10) Violations of California’s Private Attorneys General Act (“PAGA”) (Cal. Labor Code § 2698 et seq.).

XPO denies that it has done anything wrong. XPO further denies that it owes Class Members any wages, restitution, penalties, or other damages. XPO strongly believes that the drivers it contracts with have always been properly classified as independent Owner-Operators. The Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of XPO, which expressly denies all liability. The Court has not ruled on the ultimate merits of Plaintiffs’ claims. However, to avoid additional expense, attorney’s fees, costs, inconvenience, and interference with its business operations, XPO has made the decision that it is in the best interests of all parties to settle the Lawsuit on the terms summarized in this Settlement Notice. The Court has only determined that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable. A final determination on whether the Settlement is fair, adequate, and reasonable will be made at the Final Approval hearing.

The Class Representatives and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to XPO, XPO’s current financial condition, the inherent risks of trial on the merits, and the delays and uncertainties associated with litigation.

***Who are the Attorneys?***

<p>Attorneys for Plaintiff/Class Members:</p> <p><b>GOMEZ LAW GROUP</b> Alvin M. Gomez Stephen Noel IIg Frank Zeccola 2725 Jefferson Street, Suite 3 Carlsbad, California 92008 Telephone: (858) 552-0000 Facsimile: (760) 542-7761</p>	<p>Attorneys for Defendant XPO:</p> <p><b>O’MELVENY &amp; MYERS LLP</b> Scott Voelz Christianna K. Mantas Allison Bader Sophie N. Tarazi Andrew Weisberg 400 South Hope Street, 18th Floor Los Angeles, CA 90071 Telephone: (213) 430-6000 Facsimile: (213) 430-6407</p>
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***What are the core terms of the Settlement?***

On September 16, 2020, the Court certified the Class as follows:

All individuals who (1) personally entered into an Independent Contractor Operating Contract (“ICOC”) with XPO Port Services, Inc., XPO Logistics Port Services, LLC, and XPO Logistics, Inc., XPO Logistics Cartage, LLC (formerly XPO Port Services Inc.), and XPO Logistics Inc. (hereinafter, “XPO”) in California, where the ICOC was operative at any time from March 28, 2013, to the date of this notice (the “Class Period”); (2) performed services for XPO in California during the Class Period; and (3) were classified by XPO as an independent contractor (the “Class”). (NOTE: The Class specifically excludes those individuals who entered into an ICOC on behalf of a corporate entity, who did not enter into an ICOC with XPO and instead performed services for XPO as second-seat drivers, and who previously fully settled, in other litigation, all claims related to weeks during the Class Period in which they contracted with XPO).

Class Members will be automatically bound by the Settlement and will release their claims against XPO as described below (referred to as “Settlement Class Members”).

XPO has agreed to pay \$9,500,000.00 (the “Class Settlement Fund”) to fully resolve all claims in the Lawsuit, including payments to Settlement Class Members, Class Counsel’s Award and costs, administration costs, payment to the LWDA, and the Class Representative awards.

The following deductions from the Class Settlement Fund will be requested by the parties:

- **Administrator Costs.** The Court has approved Phoenix Class Action Administration Solutions to act as the “Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. The Parties will request up to \$9,500.00 from the Class Settlement Fund to pay the administration costs.
- **Class Counsel Award and Costs.** Class Counsel have been prosecuting the Lawsuit on behalf of the Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Class Settlement Fund. Class Members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for fees of up to one-third of the Class Settlement Fund, which is estimated to be \$3,166,350.00, as reasonable compensation for the work Class Counsel performed, and will continue to perform, in this Lawsuit through Settlement finalization. Class Counsel also will also request reimbursement of up to \$135,000.00 for verified costs which Class Counsel incurred in connection with the Lawsuit.

- **Class Representative Service Awards.** Class Counsel will ask the Court to award the Class Representatives a service award in the amount of \$10,000.00 to compensate each Class Representative for his service and extra work provided on behalf of Class Members and in exchange for a broader general release between each Class Representative and the Released Parties.
- **PAGA Payment to the State of California.** The parties have agreed to allocate \$20,000.00 towards the Settlement of the PAGA claims in the Lawsuit. \$15,000.00 will be paid to the State of California Labor and Workforce Development Agency, representing its 75% share of the civil penalties. The remaining \$5,000.00 will be allocated to Settlement Class Members.

**Calculation of Settlement Class Members' Individual Settlement Payments.** After deducting the Court-approved amounts above, the balance of the Class Settlement Fund will form the Net Settlement Fund ("NSF"), **which will be distributed to all Class Members who submit a completed Form W-9 within 45 days after date this Settlement Notice is mailed** (described below). **YOU MUST SUBMIT A FORM W-9 TO PARTICIPATE IN THE SETTLEMENT.** The NSF is estimated at approximately \$6,123,650.00. Each Settlement Class Member who contracted with XPO from March 28, 2013, through the earlier of December 31, 2021 or the date on which the Court grants final approval of the Settlement, will be entitled to a Settlement Payment based on the proportionate number of weeks the Class Member contracted with XPO as a Driver during the time period of March 28, 2013, through the earlier of December 31, 2021 or the date on which the Court grants final approval of the Settlement.

**Payments to Settlement Class Members.** If the Court grants final approval of the Settlement, Settlement Payments will be mailed to all Settlement Class Members who **submit a completed Form W-9 within 45 days after date this Settlement Notice.**

**Allocation and Taxes.** The Settlement Payment is allocated by the Parties to compensate for the reimbursement of expenses (whether deducted from contractual payments to Plaintiffs or their affiliated entities or paid separately by Plaintiffs), wages, and interest. No representation has been made to the Plaintiffs, Class Members, or their attorneys by XPO regarding the taxability of any portion of the payments under this Agreement. Plaintiffs, Class Members, and Class Counsel are solely responsible for their own tax filing and payment obligations arising from this Agreement, except that the Settlement Administrator will provide Plaintiffs, Class Members, and Class Counsel with copies of IRS Forms 1099 for any payments the Class Settlement Fund makes to them under this Agreement.

**Release.** If the Court approves the Settlement, and after the third-party Claims Administrator mails out final payment by XPO, each Settlement Class Member will fully release and discharge XPO, and its consolidated subsidiaries, successors, predecessors, assigns, affiliates, parent companies, shareholders, officers, directors, agents, insurers, attorneys, and employees; and (b) XPO's past, present, and future shareholders, officers, directors, agents, employees, attorneys, and insurers (collectively the "Releasees") from the following "Class Member Released Claims" for the entire Class Period:

All claims, actions, causes of action, administrative claims, demands, debts, damages, penalties, costs, interest, attorneys' fees, obligations, judgments, expenses, or liabilities, in law or in equity, whether now known or unknown, contingent or absolute, which: (i) are owned or held by Named Plaintiffs and Class Members and/or by their Related Entities (if any), or any of them, as against Releasees, or any of them; (ii) arise under any statutory or common law claim which was asserted in either the Operative Complaint, or in any of the prior complaints in the Lawsuit or, whether or not asserted, could have been brought arising out of or related to the allegations of misclassification of Named Plaintiffs and Class Members as independent contractors set forth in the Operative Complaint, and (iii) pertain to any time in the Release Period. The Released Claims include any known or unknown claims for damages and injunctive relief. The Released Claims include but are not limited to, claims under California Labor Code §§ 200 et seq., 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, 210, 212, 213(d), 218.5, 218.6, 221, 222, 222.5, 223, 224, 225.5, 226, 226.3, 226.7, 226.8, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, 231, 232(c), 232.5(c), 233, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 432.5, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 2698 et seq., 2699 et seq., 2699.3, 2699.5, 2800, 2802, 2804; Industrial Welfare Commission Wage Order No. 9-2001; California Business and Professions Code §§ 17200 et seq.; California Code of Civil Procedure §§ 382, 1021.5; California Civil Code §§ 3287, 3288; repair and maintenance expense reimbursement claims; any alleged or contemplated claims of retaliation; and common law claims for fraud, breach of contract, rescission, unjust enrichment, or declaratory judgment.

The Class Member Released Claims are further defined as:

Any and all claims, actions, causes of action, administrative claims, demands, charges, debts, damages, penalties, interest, costs, attorneys' fees, obligations, judgments, expenses, or liabilities, in law or in equity, whether now known or unknown, contingent or absolute, that a Plaintiff, on behalf of himself had, has or could have had against the Releasees by reason of any act, omission, harm, matter, cause, or event whatsoever, whether sounding in tort, contract, federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law or contract, arising or accruing at any time in the Release Period, for any type of relief, including without limitation wages, pay, unpaid/unreimbursed costs, deductions, penalties, general damages, compensatory damages, liquidated damages, punitive damages, interest, attorneys' fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief.

Participating Class Members will be deemed to have released any and all claims under the Fair Labor Standards Act ("FLSA") when they cash, deposit, or otherwise negotiate their first settlement check.

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of Judgment.

### ***How much can I expect to receive from the Settlement?***

The amount of money you are entitled to receive from this settlement (your "Individual Settlement Payment") is based on the number of weeks you contracted with XPO during the Class Period. According to XPO's records:

- (a) You contracted with XPO as a Driver for [REDACTED] weeks from March 28, 2013, through the earlier of (i) the day data was gathered to send this notice, (ii) December 31, 2021, or (iii) the date upon which the Court grants final approval of the Settlement.
- (b) The estimated settlement dollar value for each week you contracted with XPO as a Driver during the Class Period is \$ [REDACTED]. (Note that the final calculation will be based on data that may include a few extra weeks of time.)

**Based on the above, your Individual Settlement Payment is estimated at \$ [REDACTED].**

### **Dispute Information in this Notice of Settlement.**

Your award is based on the number of weeks you contracted with XPO as a Driver during the Class Period. The information contained in XPO's records regarding each of these factors, along with your estimated Settlement Payment, is listed above. If you disagree with the information listed above, you may submit a written dispute, along with any supporting documentation, to Phoenix Settlement Administrators, P.O. Box 7208, Orange, California 92863; (800) 523-5773; notice@phoenixclassaction.com. The deadline to dispute the Gross Individual Settlement Payment or the dates a Class Member contracted with Defendant as a Driver as listed on a Claim Form will be within the 45-day Objection Deadline Date. Any disputes, along with supporting documentation, must be postmarked no later than <<RESPONSE DEADLINE>>. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The Parties will investigate any dispute in consultation with the Administrator. The Administrator will make the final determination regarding the amount of your Individual Settlement Payment.

### ***What are my options going forward?***

#### **1. Participate in the Settlement**

**You must submit a completed Form W-9 within 45 days** after date this Settlement Notice is mailed to participate in the Settlement and receive a share of the Settlement Payment, except that late claims may be accepted based on a showing of excusable neglect, and only in the event that the late claim will not delay distribution of the Class Settlement Fund under the terms of this Agreement. **The W-9 is enclosed and is also available at the website set up for Class Members, [www.phoenixclassaction.com/arrellano-v-xpo](http://www.phoenixclassaction.com/arrellano-v-xpo), which can be submitted by Class Members via mail, facsimile, or email at [notice@phoenixclassaction.com](mailto:notice@phoenixclassaction.com).**

## 2. Object to the Settlement

You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. You may object to the Settlement by simply attending the Final Approval Hearing and objecting in person at the Hearing. The Court will hear from any Class Member who attends the Final Approval Hearing and asks to speak regarding his or objection. If you wish to object to the Settlement in writing, or any portion of it, you may mail a written objection to the Administrator at Phoenix Settlement Administrators, P.O. Box 7208, Orange, California 92863, or file a written objection with the Court in Courtroom 850 of the United States District Court for the Central District of California, located at 255 East Temple Street, Los Angeles, CA 90012, Courtroom 850, 8th Floor. Objections must be filed or postmarked no later than <<RESPONSE DEADLINE>>.

As described above, if you choose to object to the Settlement in person, you may appear at the Final Approval Hearing scheduled for [Date of Final Approval Hearing], at [Time], in Courtroom 850 of the United States District Court for the Central District of California, located at 255 East Temple Street, Los Angeles, CA 90012, Courtroom 850, 8th Floor. Class Members will be apprised of any changes in time or location to the Final Approval Hearing via the website indicated below which has been set up by the parties and the Administrator. You have the right to appear either in person or through your own attorney at this hearing, although you do not need to appear at the Final Approval Hearing for your objection to be considered. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before <<RESPONSE DEADLINE>>. All objections or other correspondence must state the name and number of the case, which is *Victor Cortez Arrellano v. XPO Port Service Inc., Case No. 2:18-cv-08220-RGK-E* and *Edgardo Villatoro et al. v. XPO Logistics Port Services, LLC et al., Central District Case No. 2:19-cv-09199-RGK-E* (“Villatoro”).

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class members who do not object.

### ***What is the next step?***

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on [Date of Final Approval Hearing], at [Time], in Courtroom 850 of the United States District Court for the Central District of California, located at 255 East Temple Street, Los Angeles, CA 90012, Courtroom 850, 8th Floor. Class Members will be apprised of any changes in time or location to the Final Approval Hearing via the website indicated below which has been set up by the parties and the Administrator. You may also contact Phoenix Settlement Administrators, P.O. Box 7208, Orange, California 92863; (800) 523-5773; notice@phoenixclassaction.com or Class Counsel for updates regarding the location of the Final Approval Hearing as the location of the Final Approval Hearing is subject to change. The Court also will be asked to rule on Class Counsel’s request for attorneys’ fees and reimbursement of documented costs and expenses and the Service Awards to the Class Representatives. The Final Approval Hearing may be postponed without further notice to Settlement Class Members. **You are not required to attend the Final Approval Hearing, although any Settlement Class Member is welcome to attend the hearing.**

If you appear at the hearing, check the Court’s website for its social distancing protocols <https://www.cacd.uscourts.gov/news/coronavirus-covid-19-guidance>.

### ***How can I get additional information?***

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court’s files and the Settlement Agreement at the Office of the Clerk of the Central District of California Western Division, 255 East Temple Street, Suite TS-134, Los Angeles, CA 90012. You may also contact Class Counsel using the contact information listed above for more information.

You may also visit [www.phoenixclassaction.com/arrellano-v-xpo](http://www.phoenixclassaction.com/arrellano-v-xpo) to view the Settlement Agreement, Settlement Notice, or Final Judgment. Class Members will also be apprised of any changes in time or location to the Final Approval Hearing via this website.

**PLEASE DO NOT CALL OR WRITE THE COURT, XPO, OR ITS ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS**

### ***REMINDER AS TO TIME LIMITS***

**The deadline for submitting a completed Form W-9 or written Objection is <<RESPONSE DEADLINE>>. These deadlines will be strictly enforced. Once again, if you want to receive your Individual Settlement Payment you must submit a Form W-9 within 45 days after date this Settlement Notice is mailed to participate in the Settlement and receive a share of the Settlement**

**Payment** except that late claims may be accepted based on a showing of excusable neglect, and only in the event that the late claim will not delay distribution of the Class Settlement Fund under the terms of this Agreement.

**BY ORDER OF THE COURT ENTERED ON [Date of Preliminary Order].**



# EXHIBIT 4

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# **PROPOSED ORDER**

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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

VICTOR CORTES ARRELLANO,  
AND ON BEHALF OF ALL  
UNAMED PLAINTIFFS  
SIMILARLY SITUATED,

Plaintiffs,

v.

XPO LOGISTICS PORT  
SERVICES, LLC; and DOES 1  
through 50, inclusive,

Defendants.

Case No.: 2:18-cv-08220-RGK-E

Related Case No.  
2:18-cv-03736-RGK-E

**[PROPOSED] ORDER  
GRANTING PRELIMINARY  
APPROVAL OF SETTLEMENT;  
APPROVING CLASS NOTICE  
AND RELATED MATERIALS;  
APPOINTING CLASS  
COUNSEL; APPOINTING  
SETTLEMENT  
ADMINISTRATOR; AND  
SCHEDULING FINAL  
APPROVAL HEARING**

Date: September 27, 2021  
Time: 9:00 a.m.  
Courtroom: 850  
Hon. R. Gary Klausner

1 **TO EACH PARTY AND THE COUNSEL OF RECORD FOR EACH**  
2 **PARTY:**  
3

4 The Motion for Preliminary Approval of Class Action Settlement came  
5 before this Court, Honorable R. Gary Klausner, presiding, on September 27,  
6 2021. The Court, having considered the papers submitted in support of the  
7 motion including, but not limited to, the Class Action Settlement  
8 Agreement (the “Settlement Agreement”) (attached as Exhibit 1 to the  
9 Declaration of Alvin M. Gomez in support of the Motion for Preliminary  
10 Approval of Class Action Settlement), HEREBY FINDS, CONCLUDES, and  
11 ORDERS as follows:

12 1. The Court has reviewed the terms of the Settlement Agreement,  
13 including the plan of allocation and the release of claims. The Court has  
14 read and considered the Declaration of Alvin M. Gomez in support of the  
15 Motion for Preliminary Approval. Based on review of those papers, and the  
16 Court’s familiarity with this case, the Court finds and concludes that the  
17 Settlement is the result of arms-length negotiations between the parties  
18 conducted after Class Counsel had adequately investigated Plaintiff’s claims  
19 and become familiar with their strengths and weaknesses. *Hanlon v.*  
20 *Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998). The assistance of an  
21 experienced mediator on two separate occasions during the settlement  
22 process confirms that the Settlement is non-collusive. *In re Wash. Public*  
23 *Power Supply System Sec. Litig.*, 720 F. Supp. 1379, 1392 (D. Ariz. 1989).  
24 Based on all of these factors, the Court concludes that the Settlement meets  
25 the criteria for preliminary settlement approval. The Settlement has no  
26 obvious defects and falls within the range of possible approval as fair,  
27 adequate, and reasonable, such that notice to the Class is appropriate.  
28

1           2.     The Court hereby approves, as to form and content, the  
2 proposed Notice of Class Action Settlement (“Settlement Notice”), attached  
3 as Exhibit 3 to the Settlement Agreement, and directs that the Class Notice  
4 shall be issued in substantially the same form as Exhibit 3. H. Newberg & A.  
5 Conte, Newberg on Class Actions (3d ed. 1992) at § 8.39.

6           3.     The Court finds that the proposed Settlement Notice and notice  
7 plan constitute the best notice practicable under the circumstances and  
8 shall constitute due and sufficient notice to all persons entitled thereto in  
9 full compliance with applicable law. The Court further finds that  
10 distribution of the Settlement Notice in the manner set forth in the  
11 Settlement meets the requirements of the Federal Rules of Civil Procedure  
12 (“FRCP”), including Rule 23, and the requirements of due process under  
13 federal law. The Court further finds that the proposed Settlement Notice  
14 fully and accurately informs the Class of all material elements of the  
15 Settlement, their right and opportunity to receive a settlement award, and  
16 their right to dispute Defendant’s records regarding their gross wages  
17 earned for the purpose of calculating their settlement award.

18           4.     The Court appoints Phoenix Settlement Administrators  
19 (“Phoenix”) as the Settlement Administrator and preliminarily approves  
20 costs of administration to be paid from the gross settlement fund, currently  
21 estimated to be \$9,500.00. The Court finds that Phoenix adequately  
22 understands its duties as described in Exhibit 6 and is fully confident that  
23 Phoenix will carry out its duties in compliance with and in furtherance of  
24 federal law.

25           5.     The Court orders that the Settlement Notice be delivered via  
26 first-class regular U.S. Mail to the Class according to procedures specified  
27 in the Settlement Agreement. The Court further Orders that the notice,  
28 objection, and dispute process be carried out according to provisions of the

1 Settlement. The Class Notice shall include a Form W-9 for each Class  
2 Member, which shall also be accessible through the Phoenix website at  
3 [www.phoenixclassaction.com/arrellano-v-xpo](http://www.phoenixclassaction.com/arrellano-v-xpo), and which can be submitted  
4 by Class Members via mail, email, or facsimile.

5 6. The Court sets a final fairness hearing for December 13, at 9:00  
6 a.m. in Courtroom 850 of the United States District Court for the Central  
7 District of California. At the final fairness hearing, the Court will determine  
8 whether the proposed settlement of the litigation on the terms and  
9 conditions provided for in the Settlement are fair, reasonable, and  
10 adequate, and should be approved by the Court; whether judgment should  
11 be entered pursuant to FRCP 23(c)(3); the amount of attorneys' fees and  
12 costs that should be awarded to Class Counsel; and the amount of the  
13 Service Awards that should be awarded to the Named Plaintiffs.

14 7. Prior to the final fairness hearing on December 13, 2021, the  
15 following schedule is set by the Court:

16 A. Deadline to mail the Settlement Notice Packet to Class  
17 Members: October 7, 2021.

18 B. Deadline for submitting a completed Form W-9, Objecting or  
19 disputing Qualifying Weeks Worked: November 21, 2021.

20 C. All papers in support of Plaintiffs' requests for attorneys' fees  
21 and costs and the amount of the Service Payment to each  
22 Named Plaintiff shall be filed and served no later than  
23 November 30, 2021.

24 D. All papers in support of final approval of the Settlement shall be  
25 filed and served no later than November 30, 2021.

26 E. Hearing on Motion for Final Approval of Settlement/Final  
27 Fairness Hearing is scheduled for December 13, 2021, at 9:00  
28 a.m. in Courtroom 850.

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8. The Court reserves the right to adjourn the date of the final approval hearing without further notice to Class Members and retains jurisdiction to consider all further applications arising out of or connected with the Settlement.

IT IS SO ORDERED.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Hon. R. Gary Klausner  
UNITED STATES DISTRICT JUDGE

# EXHIBIT 5



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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

VICTOR CORTES ARRELLANO,  
AND ON BEHALF OF ALL  
UNAMED PLAINTIFFS  
SIMILARLY SITUATED,

Plaintiffs,

v.

XPO LOGISTICS PORT  
SERVICES, LLC; and DOES 1  
through 50, inclusive,

Defendants.

Case No.: 2:18-cv-08220-RGK-E

Related Case No.  
2:18-cv-03736-RGK-E

**[PROPOSED] ORDER  
GRANTING PLAINTIFF'S  
MOTION FOR FINAL  
APPROVAL OF CLASS  
ACTION SETTLEMENT;  
ATTORNEYS' FEES, COSTS,  
CLASS REPRESENTATIVE  
INCENTIVE AWARD; AND  
JUDGMENT**

Date: December 13, 2021  
Time: 9:00 a.m.  
Courtroom: 850  
Hon. R. Gary Klausner

1 **[PROPOSED] ORDER**

2 The parties reached a settlement subject to Court approval as  
3 represented in the Class Action Settlement Agreement (“Settlement  
4 Agreement”) that was filed previously with the Court. On December 13,  
5 2021, this Court conducted a Final Settlement Fairness Hearing pursuant  
6 to Rule 23 of the Federal Rules of Civil Procedure (“FRCP”) and this  
7 Court’s previous Order Granting Plaintiff’s Motion for Preliminary  
8 Approval of Class Action Settlement (the “Preliminary Approval Order”).  
9 Due and adequate notice having been given to Defendant and the Class,  
10 and the Court having considered the Settlement Agreement, the instant  
11 motion, all papers filed and proceedings herein and all oral and written  
12 comments received regarding the proposed settlement, including on behalf  
13 of Osman R. Garcia, Luis Humberto Montalvo, Mariano A. Saravia,  
14 Armando Henriquez, Luis Meza, and Vicente Renderos, the Class Members  
15 who did not return their Form W-9s, and having reviewed and considered  
16 the written and oral arguments of counsel for the parties and for the  
17 objectors, and the entire record in this litigation, and good cause appearing  
18 therefor,

19 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

20 1. For the reasons set forth in the Preliminary Approval Order,  
21 which are adopted and incorporated herein by reference, this Court finds  
22 that the applicable requirements of Rule 23 have been satisfied with  
23 respect to the proposed Settlement.

24 2. This Order Granting Final Approval of Class Action Settlement  
25 and Judgment (hereafter, “Final Approval Order and Judgment”) hereby  
26 adopts and incorporates by reference the terms and conditions of the  
27 parties’ Settlement Agreement, together with the definitions of terms used  
28 and contained therein, including the Class, which is defined as:

1           “All current and former drivers of Defendant XPO Port Services  
2 who work or worked out of XPO’s California yard located at XPO’s Port  
3 Service’s location during the relevant time period, from March 28, 2013 to  
4 the present, and (1) signed an independent contractor agreement  
5 (“ICOC”) with XPO Port Services (or its predecessors and successors) in  
6 California at any time from March 28, 2013 through the date of notice to  
7 the class; (2) actually drove for XPO; and (3) were classified by XPO as an  
8 independent contractor instead of an employee.” (The class excludes  
9 individuals who performed services as “Second Seat Drivers” and any  
10 limited liability corporations or other corporate entities that signed the  
11 “ICOC”.) (Dkt. 101.)

12           3.     The Court finds that it has jurisdiction over the subject matter  
13 of the Class Action and over all parties to the Class Action, including all  
14 members of the Class, except for the 6 Class Members who opted out. The  
15 names of the Class Members who opted out are: Osman R. Garcia, Luis  
16 Humberto Montalvo, Mariano A. Saravia, Armando Henriquez, Luis Meza,  
17 and Vicente Renderos. A list of the members of the Class is attached hereto  
18 as Exhibit A. Notwithstanding the foregoing, the Court does retain  
19 jurisdiction over the opt outs for the limited purposes of the settlement of  
20 the PAGA claim.

21           4.     The Class Notice given to the Class Members fully and  
22 accurately informed the Class Members of all material elements of the  
23 proposed Settlement and of their opportunity to object to or comment  
24 thereon; was the best notice practicable under the circumstances; was  
25 valid, due, and sufficient notice to all Class Members; and complied fully  
26 with the laws of the State of California, the United States Constitution, due  
27 process, and other applicable law. The Class notice fairly and adequately  
28

1 described the Settlement; provided Class Members adequate instructions  
2 and a variety of means to obtain additional information; and described to  
3 Class Members their opportunity to object. Class Members were  
4 adequately provided with a Form W-9 in the Notice, and also accessible at  
5 [www.phoenixclassaction.com/arrellano-v-xpo](http://www.phoenixclassaction.com/arrellano-v-xpo), and which was submitted  
6 by Class Members via mail, email, or facsimile. A full opportunity has been  
7 afforded to the Class Members to participate in the Final Approval hearing,  
8 and all Class Members and other persons wishing to be heard have been  
9 heard. Accordingly, the Court determines that all Class Members are  
10 bound by this Order and Judgment.

11 5. The Court has considered all relevant factors for determining  
12 the fairness of the settlement and has concluded that all such factors weigh  
13 in favor of granting final approval. In particular, the Court finds that the  
14 Settlement was reached following meaningful discovery and investigation  
15 conducted by Class Counsel; that the Settlement is the result of serious,  
16 informed, adversarial, and arm's-length negotiations between the Parties,  
17 aided by a professional mediator; and that the terms of the Settlement are  
18 in all respects fair, adequate and reasonable. *Staton v. Boeing Co.*, 327  
19 F.3d 938, 952 (9th Cir. 2003) (citing *Hanlon v. Chrysler Corp.*, 150 F.3d  
20 1011, 1026 (9th Cir.1998) (citations omitted)). In so finding, the Court has  
21 considered all of the evidence presented, including evidence regarding the  
22 strength of the Plaintiff's case; the risk, expense, and complexity of the  
23 claims presented; the likely duration and risk involved with further  
24 litigation and appeal; the amount offered in Settlement; the extent of  
25 investigation and discovery completed; and the experience and views of  
26 Class Counsel. Accordingly, the Court hereby approves the settlement as  
27 set forth in the Settlement Agreement and expressly finds that said  
28 settlement is, in all respects fair, reasonable, adequate and in the best

1 interests of the entire Settlement Class, including, without limitation, the  
2 PAGA penalties sought therein, and hereby directs implementation of all  
3 remaining terms, conditions, and provisions of the Settlement Agreement.

4 6. The Court hereby approves attorneys' fees to Class Counsel in  
5 the amount of \$3,166,350.00 and legal and administration costs of  
6 \$135,000 as compensation for all attorney time spent on this matter from  
7 inception through and including the final Settlement Fairness Hearing and  
8 all other work related to this case and all costs, as these requests are fair  
9 and reasonable. Costs to the claims administrator in the amount of  
10 \$9,500.00 is hereby approved as fair and reasonable. No other costs or  
11 fees relief shall be awarded, either against Defendant or any other of the  
12 Released Parties, as defined in the Settlement Agreement.

13 7. The Court hereby approves the Service Awards in the amount  
14 of \$10,000 to each named Plaintiff. Based on their contributions to the  
15 class and risks incurred, and conditioned on their execution of the General  
16 Release of Known and Unknown Claims, as provided for in the Settlement  
17 Agreement, and all other factors presented to the Court, the Court finds  
18 this request is fair and reasonable.

19 8. The settlement of the PAGA claims released in the Settlement  
20 is approved on behalf of the "aggrieved employees," as that term is used in  
21 California Labor Code section 2698, et seq. Settlement of the PAGA claims  
22 is binding on the parties, aggrieved employees, and the California Labor  
23 and Workforce Development Agency, including all members of the Class as  
24 well as those that opted out. The Court hereby approves a total PAGA  
25 penalty of \$20,000.00, with \$15,000.00 payable to the Labor Workforce  
26 Development Agency ("LWDA"), as this request is fair and reasonable.

27 9. Entry of this Final Approval Order and Judgment shall  
28 constitute a full and complete bar against the Settlement Class as to all the

1 claims released by the Settlement Agreement and shall constitute res  
2 judicata and collateral estoppel with respect to any and all such prior,  
3 current, or future released claims. This Final Approval Order and  
4 Judgment binds all members of the Settlement Class, except for the six opt  
5 outs (who remain bound by the Settlement with respect to the resolution of  
6 the PAGA claim only). Specifically, upon entry of this Final Approval Order  
7 and Judgment, the Settlement Class will be deemed to have fully and  
8 finally released and discharged XPO, and its consolidated subsidiaries,  
9 successors, predecessors, assigns, affiliates, parent companies,  
10 shareholders, officers, directors, agents, insurers, attorneys, and  
11 employees; and XPO's past, present, and future shareholders, officers,  
12 directors, agents, employees, attorneys, and insurers (collectively the  
13 "Releasees") from any and all wage-and-hour claims, rights, demands,  
14 liabilities and causes of action as defined in the Settlement Agreement.  
15

16 10. As of the date of this Final Order, all Class Members (other  
17 than those who opted out) shall fully and finally release the Released  
18 Parties from any and all Released Claims. "Released Claims" means all  
19 claims released in the Settlement Agreement including all claims, actions,  
20 causes of action, administrative claims, demands, debts, damages,  
21 penalties, costs, interest, attorneys' fees, obligations, judgments, expenses,  
22 or liabilities, in law or in equity, whether now known or unknown,  
23 contingent or absolute, which: (i) are owned or held by Named Plaintiffs  
24 and Class Members and/or by their Related Entities (if any), or any of  
25 them, as against Releasees, or any of them; (ii) arise under any statutory or  
26 common law claim which was asserted in either the Operative Complaint,  
27 or in any of the prior complaints in the Lawsuit or, whether or not  
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1 asserted, could have been brought arising out of or related to the  
2 allegations of misclassification of Named Plaintiffs and Class Members as  
3 independent contractors set forth in the Operative Complaint, and (iii)  
4 pertain to any time in the Release Period. The Released Claims include any  
5 known or unknown claims for damages and injunctive relief. The Released  
6 Claims include but are not limited to, claims under California Labor Code  
7 §§ 200 et seq., 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a,  
8 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, 210, 212, 213(d),  
9 218.5, 218.6, 221, 222, 222.5, 223, 224, 225.5, 226, 226.3, 226.7, 226.8,  
10 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, 231, 232(c),  
11 232.5(c), 233, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410,  
12 432.5, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 2698 et seq., 2699 et seq.,  
13 2699.3, 2699.5, 2800, 2802, 2804; Industrial Welfare Commission Wage  
14 Order No. 9-2001; California Business and Professions Code §§ 17200 et  
15 seq.; California Code of Civil Procedure §§ 382, 1021.5; California Civil  
16 Code §§ 3287, 3288; repair and maintenance expense reimbursement  
17 claims; any alleged or contemplated claims of retaliation; and common law  
18 claims for fraud, breach of contract, rescission, unjust enrichment, or  
19 declaratory judgment.  
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21 11. The Released Claims are further defined as: Any and all claims,  
22 actions, causes of action, administrative claims, demands, charges, debts,  
23 damages, penalties, interest, costs, attorneys' fees, obligations, judgments,  
24 expenses, or liabilities, in law or in equity, whether now known or  
25 unknown, contingent or absolute, that a Plaintiff, on behalf of himself had,  
26 has or could have had against the Releasees by reason of any act, omission,  
27 harm, matter, cause, or event whatsoever, whether sounding in tort,  
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1 contract, federal, state and/or local law, statute, ordinance, regulation,  
2 common law, or other source of law or contract, arising or accruing at any  
3 time in the Release Period, for any type of relief, including without  
4 limitation wages, pay, unpaid/unreimbursed costs, deductions, penalties,  
5 general damages, compensatory damages, liquidated damages, punitive  
6 damages, interest, attorneys' fees, litigation and other costs, expenses,  
7 restitution, and equitable and declaratory relief.

8       12. In consideration of their awarded attorneys' fees and expenses,  
9 Class Counsel waives any and all claims to any further attorneys' fees and  
10 expenses in connection with the Lawsuit.

11       13. The Court further confirms and finds that nothing contained in  
12 the Settlement Agreement, the Preliminary Approval Order, this Final  
13 Approval Order and Judgment, or any other Order entered in this action  
14 shall in any way or manner constitute an admission or determination of  
15 liability by or against Defendant, or any other Class Members' Released  
16 Parties with respect to any of the claims and causes of action asserted by  
17 the Settlement Class or any member thereof, and shall not be offered in  
18 evidence in any action or proceeding against Defendant, or any other Class  
19 Members' Released Parties in any court, administrative agency, or other  
20 tribunal for any purpose whatsoever, other than to the extent necessary to  
21 enforce the provisions of the Settlement Agreement or this Order. This  
22 paragraph shall not, however, diminish or otherwise affect the obligation,  
23 responsibilities, or duties of Defendant under the Settlement Agreement  
24 and this Final Approval Order and Judgment.  
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1 Alvin M. Gomez, Esq., State Bar No. 137818  
2 Stephen N. Ilg, Esq., State Bar No. 275599  
3 Frank Zeccola, Esq., State Bar No. 308875  
4 **GOMEZ LAW GROUP**  
5 2725 Jefferson Street, Suite 3  
6 Carlsbad, California 92008  
7 Telephone: (858) 552-0000  
8 Facsimile: (760) 542-7761  
9 Email: alvingomez@thegomezlawgroup.com

10 **UNITED STATES DISTRICT COURT**  
11 **CENTRAL DISTRICT OF CALIFORNIA**

12 VICTOR CORTES ARRELLANO,  
13 AND ON BEHALF OF ALL  
14 UNAMED PLAINTIFFS  
15 SIMILARLY SITUATED,

16 Plaintiffs,

17 v.

18 XPO LOGISTICS PORT  
19 SERVICES, LLC; and DOES 1  
20 through 50, inclusive,

21 Defendants.

Case No.: 2:18-cv-08220-RGK-E

Related Case No.  
2:18-cv-03736-RGK-E

**DECLARATION OF TAYLOR  
MITZNER REGARDING  
ACKNOWLEDGMENT AND  
ACCEPTANCE OF  
SETTLEMENT  
ADMINISTRATOR DUTIES**

Date: September 27, 2021  
Time: 9:00 a.m.  
Courtroom: 850  
Hon. R. Gary Klausner

1 I, Taylor Mitzner, declare as follows:

2 1. I am Case Manager for Phoenix Class Action Administration  
3 Solutions (“Phoenix”), a class action administrator. I have personal  
4 knowledge of the facts stated herein, and, if called upon to testify, I could  
5 and would testify competently to such facts.

6 2. I provide this declaration regarding my Acknowledgment and  
7 Acceptance of Settlement Administrator Duties pursuant to the Settlement  
8 Agreement in the above-captioned case.

9 3. I understand, acknowledge, and accept that the Settlement  
10 Administrator duties regarding the administration of the class action  
11 settlement proceeds in this case are as follows:

12 **(a)** Submitting the Named Plaintiffs’ and Claiming Class Members’  
13 taxpayer identification numbers, as provided in the executed Form W-9s, to  
14 the Internal Revenue Service taxpayer identification number matching  
15 service and obtaining (prior to issuing payment) a corrected Form W-9  
16 from each Named Plaintiff and/or Claiming Class Member whose taxpayer  
17 identification number does not result in a match in the above-referenced  
18 IRS process.

19 **(b)** Providing the notice required by the Class Action Fairness Act  
20 (“CAFA”), 28 U.S.C. § 1715, substantially in the form attached hereto as  
21 Exhibit 7, to be mailed in accordance with the provisions of CAFA to the  
22 appropriate federal and state officials identified in Exhibit 8.

23 **(c)** Mailing, by first-class United States Mail, settlement payments  
24 to Named Plaintiff and Class Members in accordance with the Payment  
25 Calculations for each such Class Member provided to the Settlement  
26 Administrator by Class Counsel.

27 **(d)** Mailing, by first-class United States Mail, payment(s) for  
28 attorneys’ fees and costs to Class Counsel.

1       **(e)**       Mailing, by first-class United States Mail, Service Awards to  
2 Named Plaintiffs.

3       **(f)**       Mailing payments of unclaimed settlement funds to the  
4 designated *cy pres* beneficiary, Casa Cornelia Law Center.

5       **(g)**       Establishing, designating, and maintaining the Class Settlement  
6 Fund as a “qualified settlement fund” under Internal Revenue Code § 468B  
7 and Treasury Regulation § 1.468B-1, for the purpose of resolving the  
8 contested claims of the Named Plaintiffs and Class Members.

9       **(h)**       Maintaining the assets of the Class Settlement Fund in a non-  
10 interest-bearing escrow account segregated from the assets of XPO and any  
11 person related to XPO.

12       **(i)**       Obtaining an employer identification number (“EIN”) for the  
13 Class Settlement Fund pursuant to Treasury Regulation § 1.468B-2(k)(4).

14       **(j)**       Preparing and filing federal income tax returns in the name of  
15 the Class Settlement Fund, as well as any other tax filings the Class  
16 Settlement Fund must make under federal, state, or local law.

17       **(k)**       Cooperating with XPO to jointly file a relation-back election  
18 under Treasury Regulation § 1.468B-1(j)(2), if necessary, to treat the Class  
19 Settlement Fund as coming into existence as of the earliest possible date.

20       **(l)**       Paying and depositing the federal taxes owed by the Class  
21 Settlement Fund under Treasury Regulation § 1.468B-2, as well as any state  
22 or local taxes owed by the Class Settlement Fund.

23       **(m)**       Preparing, filing, and issuing all necessary tax reporting forms  
24 in the name of the Class Settlement Fund, including IRS Forms 1099  
25 regarding the distribution of payments to Class Members, Class Counsel,  
26 and Named Plaintiffs.

27       **(n)**       Providing XPO with copies of all tax reporting and filings made  
28 for the Class Settlement Fund, including copies of the checks and IRS

1 Forms 1099 issued to Class Members, Class Counsel, and Named Plaintiffs,  
2 and any other documentation to show that the tax reporting and filings  
3 were timely transmitted to the claimants and the applicable taxing  
4 authorities.

5 **(o)** Paying any additional tax liabilities (including penalties and  
6 interest) that arise from the establishment and administration of the Class  
7 Settlement Fund. Any such tax payment shall be made solely from the  
8 assets of that Class Settlement Fund without any recourse against XPO for  
9 additional monies.

10 **(p)** Providing 75 percent of the allocated PAGA payment (\$15,000)  
11 to the Labor and Workforce Development Agency of the State of California.

12 **(q)** Providing the Final Accounting to XPO and Class Counsel.

13 **(r)** Liquidating any remaining assets of the Class Settlement Fund  
14 after all payments to the Class Members, Class Counsel, and Named  
15 Plaintiffs have been made and all tax obligations have been satisfied, and  
16 distributing such assets as directed by the Court.

17 **(s)** Providing each Class Member with a Form W-9 via mail, and  
18 also accessible through the Phoenix website at  
19 [www.phoenixclassaction.com/arrellano-v-xpo](http://www.phoenixclassaction.com/arrellano-v-xpo), which can be submitted by  
20 Class Members via mail, email, or facsimile.


21 **(t)** Petitioning the Court for termination of the Class Settlement  
22 Fund once all of the duties listed above in subsections (A) to (N) have been  
23 completed.

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4. I understand, accept, and acknowledge that I shall be solely responsible for the foregoing functions in accordance with the terms of the Settlement Agreement, and with the Preliminary Approval Order and Final Approval Order in the Lawsuit.

Executed on this 20th day of August 2021, at Orange, California.

  
\_\_\_\_\_  
Taylor Mitzner  
Case Manager for Phoenix Class  
Action Administration Solutions

# EXHIBIT 7

**[DATE]**  
**[ADDRESS]**

**Re: Notice of Proposed Class Action Settlement in *Victor Cortez Arrellano v. XPO Port Service Inc.*, Case No. 2:18-cv-08220-RGK-E**

To Whom It May Concern:

We are the Court-appointed Settlement Administrator in the above-captioned class action lawsuit (the “Class Action”). Pursuant to Section 3 of the Class Action Fairness Act, 28 U.S.C. § 1715, you are hereby notified of a proposed settlement of the Class Action currently pending in the United States District Court for the Central District of California. XPO Port Services, Inc., XPO Logistics Port Services, LLC, and XPO Logistics, Inc. (collectively, the “Defendants”) are the only defendants in the Class Action and are the only defendants participating in the proposed class action settlement. Accordingly, pursuant to 28 U.S.C. § 1715(b), the Defendants provide this notice, and states as follows:

(1) A copy of the original Summons and Complaint, the operative Fifth Amended Class Action Complaint, and any attachments thereto, appear on the enclosed CD in the folder labeled Tab 1.

(2) Plaintiffs’ Notice of Motion and Motion for Preliminary Approval of Class Settlement, filed August \_\_, 2021, appears at Tab 2. A Final Fairness Hearing has not yet been scheduled. Please note that the Final Approval Hearing and other hearings may be scheduled, or rescheduled, in the matter, but you will not receive any further notice from Defendants.

(3) The parties have agreed to a notice to class members, filed with the Court on August \_\_, 2021. The Settlement Notice appearing at Tab 3 will be mailed to class members who were previously afforded an opportunity to request exclusion from the Class pursuant to the court-authorized initial notice of the pendency of the Class Action in 2020. Under the terms of the proposed Settlement Agreement, class members do not have the right to request exclusion from the Settlement. Upon the Court’s entry of the preliminary approval order, and subject to any revisions the Court may have, these notices will be mailed to class members as applicable.

(4) The proposed Class Action Settlement Agreement, as filed with the Court on August \_\_, 2021, appears at Tab 5.

(5) No final judgment or notice of dismissal has yet been entered.

(6) The certified class is defined as: All individuals who (1) personally entered into an Independent Contractor Operating Contract (“ICOC”) with XPO in California, where the ICOC was operative at any time from March 28, 2013 to the date of notice to the Class; (2) performed services for XPO in California during the Class Period; and (3) were classified by XPO as an independent contractor. The Class specifically excludes those individuals who entered into an ICOC on behalf of a corporate entity, who did not enter into an ICOC with XPO and instead performed services for XPO as second-seat drivers, and who previously fully settled, in other litigation, all claims related to weeks during the Class Period in which they contracted with XPO.



(7) At Tab 6 appears a list of the class members (the “Class List”) who are currently believed to reside or most recently resided (to the best of Defendants’ ability to determine based on information available in its records) in your state or territory, which also includes information regarding the estimated approximate proportionate share of the settlement that will be available to the members of the class identified in the list. The actual amount of money that will be made available to a Class Member—and, accordingly, his or her proportionate share—is likely to change as the settlement proceeds. The estimated proportionate shares provided in the Class List are based on current assumptions, not final information, regarding the number of Class Members who submit Valid Claims, and the number of weeks those Class Members worked in California during the specified time period (March 28, 2013, through the date of final approval of the settlement by the Court). The final information in this regard could affect the actual proportionate share received by the eligible Class Members.<sup>1</sup>

Kindly acknowledge receipt of this notice by date-stamping the additional copy provided for that purpose and returning it in the self-addressed, postage-prepaid envelope also enclosed.

Sincerely,

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Enclosures

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<sup>1</sup> CAFA requires that such information be provided by state of residence. (*See* 28 U.S.C. § 1715(b)(7).) Please note that the entire Class consists of persons who worked out of certain XPO locations in California during the Class Period (as defined). Each member of the Class, who timely submits a Valid Claim (as defined in the Settlement Agreement) and is otherwise eligible to receive a payment, will be sent a payment that is principally based on the number of weeks they personally accepted loads from XPO in California between March 28, 2013 and the date of final approval of the settlement by the Court. These values will be the same regardless of the Class Member’s current state of residence. In other words, state of residence will have no impact at all on Class Member payments in the Settlement.

# EXHIBIT 8

*Victor Cortez Arrellano v. XPO Port Service Inc.,*  
Case No. 2:18-cv-08220-RGK-E

**Notice of Class Action Settlement Mailing List:**

U.S. Department of Justice  
Office of the Attorney General  
950 Pennsylvania Avenue, NW  
Washington, DC 20530-0001

Office of the Attorney General  
Consumer Protection Section  
455 Golden Gate Ave., Suite 11000  
San Francisco, CA 94102