I.	I					
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11	Attorneys for Plaintiffs EDDIE ESCAMILLA,					
12	GUSTAVO ESCAMILLA, and ARTURO ESCAMILLA, on behalf of themselves, all others					
13	similarly situated and on behalf of the general public.					
14						
15	SUPERIOR COURT OF THE STATE OF CALIFORNIA  FOR THE COUNTY OF SAN BERNARDINO					
16						
17	Plaintiffs EDDIE ESCAMILLA and	Case No.: CIVDS1931366				
18	GUSTAVO ESCAMILLA, on behalf of themselves, all others similarly situated, and	[Assigned to Hon. David Cohn, Dept. S-26]				
19	on behalf of the general public.	JOINT STIPULATION OF CLASS ACTION				
20	Plaintiffs,	AND PAGA SETTL	EMENT AND RELEASE			
21	VS.	Complaint Filed: Trial Date:	October 18, 2019 Not Set Yet			
22	KEYSTONE FREIGHT CORP.; NATIONAL RETAIL TRANSPORTATION, INC.; and DOES 2					
23	through 100,					
24	Defendants.					
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	JOINT STIPULATION OF CLASS ACTIO	N AND PAGA SETTLEN	MENT AND RELEASE			

IT IS HEREBY STIPULATED AND AGREED by and between Plaintiffs EDDIE ESCAMILLA, GUSTAVO ESCAMILLA, and ARTURO ESCAMILLA ("Plaintiffs"), on behalf of themselves and all others similarly situated to them and as defined below, and NATIONAL RETAIL TRANSPORTATION, INC. and KEYSTONE FREIGHT CORP. (collectively referred to as "Defendant"), as set forth below:

#### I. The Conditional Nature of This Stipulation

Defendant and Class Representatives enter into this Joint Stipulation of Class Action and PAGA Settlement and Release ("Stipulation," "Settlement," or "Settlement Agreement"), including all associated exhibits or attachments, in compromise of disputed claims for the sole purpose of resolving the matter entitled *Eddie Escamilla et. al v. Keystone Freight Corp. et. al*, San Bernardino County Superior Court Case No. CIVDS1931366 ("Action" or "Litigation"). The Settlement is subject to approval by the court. In the event that the Court does not execute and file the Final Approval Order and Judgment, or in the event that the associated Judgment does not become final for any reason, this Stipulation will be deemed null and void, it will be of no force or effect whatsoever, it will not be referred to or used for any purpose whatsoever, and the negotiation, terms and entry of it shall remain subject to the provisions of California Evidence Code §§ 1119 and 1152.

Defendant denies all of the claims and allegations asserted in the Litigation (as defined herein). Defendant has agreed to resolve this Litigation via this Stipulation, but to the extent this Stipulation is deemed void or does not take effect, Defendant does not waive, but rather expressly reserves, all rights to challenge all such claims and allegations in the Litigation upon all procedural and factual grounds, including without limitation the ability to challenge suitability for class treatment or representative adjudication on any grounds or to assert any and all defenses or privileges. The Class Representatives and their counsel agree that Defendant retains and reserves these rights. In particular, the Class Representatives and their counsel waive and agree not to argue or to present any argument that Defendant would be estopped from contesting class certification because it has entered into this Stipulation.

# II. The Parties to this Stipulation

This Stipulation (with the associated exhibits) is made and entered into by and among Plaintiffs (on behalf of themselves and each of the members of the Class) and Defendant (Plaintiffs and Defendant shall be referred to collectively as "Parties"). This Stipulation is intended by the Parties to result in a Judgment and to fully, finally, and forever resolve, discharge and settle the Released Claims (defined below) upon and subject to the terms and conditions thereof.

#### III. <u>Procedural Posture</u>

On filed on October 18, 2019, Plaintiffs filed a class action complaint against Defendant Keystone Freight Corp. pleading causes of action for 1) unpaid wages; 2) meal and rest period penalties; and 3) unreimbursed business expenses. On October 2, 2020, the Complaint was amended to add National Retail Transportation, Inc. as an additional defendant.

As part of the motion for preliminary approval, Plaintiffs will request the Court deem filed an amended complaint adding in additional causes of action for unlawful wage statements, untimely payment of wages, and representative claims under PAGA.

On August 18, 2021, the Parties participated in mediation before Jeff Ross. The mediation did not end with a resolution, however the parties continued to work with Mr. Ross over the following months and on January 7, 2022, resolved this matter through a mediators' proposal accepted by both parties.

# IV. <u>Defendant's Denial of Wrongdoing or Liability</u>

Defendant denies all of the claims and contentions alleged by the Plaintiffs in the Litigation, and has asserted multiple defenses to liability, class certification, and damages. Defendant does not, by this Settlement Agreement or otherwise, admit any liability of wrongdoing of any kind. Nonetheless, Defendant has taken into account the uncertainty and risks inherent in any litigation, particularly class action litigation, and concluded that to continue the Litigation would be protracted and expensive and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Stipulation.

The Parties understand and acknowledge that this Settlement Agreement constitutes a

compromise and settlement of disputed claims. No action taken by the Parties whether previously or in connection with the negotiations or proceedings connected with the Settlement or this Agreement shall be deemed or construed to be an admission of the truth or falsity of any allegations, claims, or defenses heretofore made, or an acknowledgment or admission by any party of any fact, fault, liability, or wrongdoing of any kind whatsoever.

Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by the Plaintiffs or Class Members, or of any wrongdoing or liability of the Released Parties (as defined below); or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Litigation or in any proceeding in any court, administrative agency or other tribunal; or construed as an admission by Plaintiffs regarding the validity of any allegation or claim asserted in this Action or that Plaintiffs have waived any allegation or claim asserted in the Action.

In addition to any other defenses Defendant may have at law, in equity, or otherwise, to the extent permitted by law, this Settlement Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit or other proceeding that may be instituted, prosecuted or attempted in breach of this Settlement Agreement or the releases contained herein.

In light of the above, Defendant has determined that it is desirable and beneficial to it that the Litigation be settled in the manner and upon the terms and conditions set forth in this Stipulation.

#### V. Claims of the Class Representatives and Benefits of Settlement

The Class Representatives believe that the claims asserted in the Litigation have merit. The Class Representatives and Class Counsel recognize and acknowledge, however, the expense and time associated with continued litigation against Defendant through class certification, trial, and/or appeals. The Class Representatives and Class Counsel have also taken into account the uncertain outcome and risks of any litigation, and in particular putative class actions such as this Litigation, as well as the difficulties and delays inherent in such litigation. The Class Representatives and Class

Counsel are also mindful of the inherent problems of proof in establishing and overcoming potential defenses to the claims asserted in the Litigation. In light of these considerations, the Class Representatives and Class Counsel believe that the Settlement set forth in the Stipulation confers

#### VI. Terms of Stipulation and Agreement of Settlement

#### 1. Definitions

substantial benefits and is in the best interests of the Class.

As used in all parts of this Stipulation (including the exhibits which are incorporated as part of the Stipulation), the following terms have the meanings specified below:

- 1.1 "Settlement Class" or "Class Members" means any and all persons that performed work for Defendant in California pursuant to owner-operator agreements ("Direct Contractors") and/or pursuant to being hired by Direct Contractors to perform the work under the owner-operator agreements without being a party to the agreements ("Secondaries") during the time period of October 18, 2015, through April 11, 2022.
- 1.2 "Class Counsel" means David Mara and Matthew Crawford of MARA LAW FIRM,PC, 2650 Camino Del Rio North, San Diego, CA 92108.
  - 1.3 "Class Period" means the time period from October 18, 2015 to April 11, 2022.
- 1.4 "Class Workweeks" means the following: six times the number of Workweeks Participating Class Members who were Direct Contractors worked for Defendant during the Class Period plus the number of Workweeks Participating Class Members who were Secondaries worked for Defendant during the Class Period.
- 1.5 "Court" means the Superior Court of the State of California, for the County of San Bernardino.
- 1.6 "Effective Date" means the later of: (a) if no objections to the Settlement are submitted, the date on which the Court issues the Final Approval Order and Judgment; (b) if any objections to the Settlement are submitted, the date which is forty-five (45) calendar days after notice of entry of the Final Approval Order and Judgment if no notice is filed within that time seeking appeal of the Final Approval Order and Judgment and if no motion for extension to appeal is filed; or (c) if

a notice of appeal is filed, the date upon which all appellate and/or other proceedings resulting from the notice of appeal have been terminated in such a manner as to permit the Final Approval Order and Judgment to take effect in substantially the form described herein

- 1.7 "Employer Taxes" means Defendant's share of payroll taxes (e.g. UI, ETT, Social Security, and Medicare taxes) with respect to the wages portion of Individual Settlement Amounts, which will be paid by Defendant separately and in addition to the Maximum Settlement Amount.
- 1.8 "Skip Tracing" means the utilization of Accurint or Experian, after the Reasonable Address Verification, to review the accuracy of and, if possible, to update a mailing address for a Class Member in the event that his or her Class Notice is returned to the Settlement Administrator as undeliverable without a forwarding address.
- 1.9 "Maximum Settlement Amount" is the amount of One Million Five Hundred and Thousand Dollars and Zero Cents (\$1,500,000.00), which is the maximum amount to be paid by Defendant pursuant to the Settlement Agreement, which will include: Attorneys' Fees and Costs, Settlement Administration Costs, Service Payments, PAGA Penalties, and the Net Settlement Amount.
- 1.10 "Individual Class Settlement Amount" means an individual Participating Class Member's share of the Net Settlement Amount, which will be allocated as 25% wages and 75% interest and penalties.
- 1.11 "Individual Class Settlement Payment" means the net payment of a Participating Class Member's Individual Settlement Amount, after reduction for the applicable taxes.
- 1.12 "Individual Class Workweeks" means the following: for Direct Contractors, this term means six times the number of workweeks that the Direct Contractor worked for Defendant during the Class Period; for Class Members that were Secondaries, this term means the number of Workweeks Secondaries worked for Defendant during the Class Period.
- 1.13 "Individual PAGA Settlement Payment" means the net payment of a PAGA Employee's share of the \$18,750 (25% of the \$75,000 to be paid in settlement of the PAGA claims in the Litigation), which will be allocated as 100% penalties.

- 1.14 "Individual PAGA Workweeks" means the following: for Direct Contractors, this term means six times the number of Workweeks PAGA Employees that were Direct Contractors worked for Defendant during the PAGA Period; for PAGA Employees that were Secondaries, this term means the number of Workweeks Secondaries worked for Defendant during the PAGA Period.
- 1.15 "Last Known Address" means the most recently recorded mailing address for a Class Member, as such information is contained in employment, payroll, or personnel records maintained by Defendant.
- 1.16 "Net Settlement Amount" means the Maximum Settlement Amount, less the amount that will be available for payment to all Participating Class Members (subject to the occurrence of the Effective Date), and is calculated by subtracting all of the following from the Maximum Settlement Amount: (1) attorneys' fees in the amount of up to \$500,000.00 and reimbursement of litigation costs and expenses in the amount of up to \$20,000.00 to Class Counsel ("Attorneys' Fees and Costs"); (2) service awards to Plaintiffs Eddie Escamilla and Gustavo Escamilla of \$10,000 each and Plaintiff Arturo Escamilla of \$5,000; (3) fees and expenses of administration of the Settlement to the Settlement Administrator in an amount not to exceed \$15,000 ("Settlement Administration Costs"); and (4) the \$75,000 in PAGA Penalties. The Net Settlement Amount is currently estimated to be approximately \$865,000, and this figure may change depending on the actual amounts awarded by the Court for the Settlement Administration Costs, Attorneys' Fees and Costs, and Service Payments, and approved by the Court for PAGA Penalties.
- 1.17 "Notice of Class Action Settlement" or "Class Notice(s)" means a notice titled "Notice of Class Action Settlement" to be approved by the Court, substantially in the form attached hereto as "Exhibit 1." The Notice of Class Action Settlement will constitute the class notice pursuant to California Rule of Court, Rule 3.769(f).
- 1.18 "Opt Out" means a Class Member's act of excluding him or herself from the Settlement, by way of submitting a timely and valid Request for Exclusion to the Settlement Administrator, in conformity with the requirements set forth herein and in the Class Notice. PAGA Employees will release their Released PAGA Claims and receive an Individual PAGA Settlement

Payment regardless of whether they request exclusion from the Settlement.

- 1.19 "Final Approval Order and Judgment" means the judgment and order to be entered by the Court, substantially in the form that the parties mutually agree to and lodge with the Court, which will be a judgment for purposes of California Rule of Court, Rule 3.771(a) ("Judgment") and constitute approval pursuant to California Rule of Court, Rule 3.769(a). The Final Approval Order and Judgment will be posted on the Settlement Administrator's website for a period of sixty (60) calendar days in compliance with California Rule of Court, Rule 3.771(b).
- 1.20 "PAGA Employees" means all Class Members who worked for Defendant at any time from October 18, 2018 through April 11, 2022.
- 1.21 "PAGA Penalties" means the penalties pursuant to California Labor Code §§ 2698, et seq., the Private Attorneys General Act of 2004 ("PAGA") in the amount of \$75,000.00 to be paid in settlement of the PAGA claims in the Litigation. PAGA Penalties are to be approved by the Court pursuant to California Labor Code § 2699 and are to be distributed as follows: seventy-five percent (75%) to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%) that will be distributed to PAGA Employees.
  - 1.22 "PAGA Period" means the time period from October 18, 2018 to April 11, 2022.
- 1.23 "PAGA Workweeks" means the following: six times the number of Workweeks PAGA Employees that were Direct Contractors worked for Defendant during the PAGA Period plus the number of Workweeks Secondaries worked for Defendant during the PAGA Period.
- 1.24 "Participating Class Members" or "Settlement Class" means all Class Members who do not Opt Out pursuant to Paragraph 3.3.4 and, thus, become bound by the Judgment.
- 1.25 "Person" means a natural person, corporation, company, partnership, firm, association, or society.
- 1.26 "Preliminary Approval Date" means the date on which the Court grants preliminary approval of the Settlement.
- 1.27 "Preliminary Approval Order" means an order to be executed and filed by the Court, substantially in the form that the parties mutually agree to and lodge with the Court, which will

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constitute an order certifying a provisional class for settlement purposes only pursuant to California Rule of Court, Rule 3.769(d) and an order setting a Final Approval Hearing pursuant to California Rule of Court, Rule 3.769(e).

1.28 "Reasonable Address Verification" means the utilization of the National Change of Address Database maintained by the United States Postal Service to review the accuracy of and, if possible, update a mailing address.

"Released Class Claims" means all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever including without limitation statutory, constitutional, contractual or common law claims, against the Released Parties (as defined below), and any of them, for relief and penalties, that accrued during the Class Period, and as a result of Class Members' employment by Defendant in California, that arise under any state or local law or state administrative order that was or could have been pled based on the facts alleged in the Operative Complaint, including claims of failure to pay minimum wages, failure to pay overtime wages, failure to provide compliant meal periods and/or associated premiums, failure to provide wage statements, failure to provide compliant rest periods and/or associated premiums, failure to pay wages timely at termination, failure to reimburse for business expenses, unfair competition, and violations of California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802 the applicable Wage Order of the Industrial Wage Commission, and California Business & Professions Code §§ 17200 to 17208, including without limitation all related claims for restitution and other equitable relief arising from California Business and Professions Code §§ 17200, et seq., interest on unpaid wages, unpaid wages, attorneys' fees or litigation costs, and any other related claims and/or penalties. The release does not extend to any claims not alleged in the operative Class Action Complaint and specifically excludes claims for workers' compensation, personal injuries, unemployment insurance, state disability compensation, claims under the Employment Retirement Income Security Act of 1974, previously vested benefits under any employer sponsored benefits plan, wrongful termination, discrimination, retaliation, and harassment including but not limited to those arising under the Age Discrimination In Employment Act, the California Fair

Employment and Housing Act, Title VII of the Federal Civil Rights Act of 1964, and/or Federal Civil Rights Act of 1991, or any similar state or federal laws, the California Family Rights Act, the Federal Family Medical Leave Act, the California Pregnancy Leave Law, or similar state or federal laws, the Federal Equal Pay Act of 1963, violations of the Americans with Disabilities Act of 1990 or violations of any other state or federal law, rule or regulation concerning discrimination, retaliation and/or harassment. This release does not include any of the claims encompassed within the Released PAGA Claims (as defined below).

1.30 "Released PAGA Claims" means all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever including without limitation statutory, constitutional, contractual or common law claims, against the Released Parties (as defined below), and any of them, for civil penalties pursuant to PAGA, that accrued during the PAGA Period, and as a result of PAGA employees' employment by Defendant in California, that arise under any state or local law or state administrative order that was or could have been pled based on the facts alleged in the Operative Complaint and the forthcoming notice to the LWDA, including claims of failure to pay minimum wages, failure to pay overtime wages, failure to provide compliant meal periods and/or associated premiums, failure to provide wage statements, failure to provide compliant rest periods and/or associated premiums, failure to pay wages timely at termination, failure to reimburse for business expenses, and violations of California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and the applicable Wage Order of the Industrial Wage Commission. The release does not extend to any claims not alleged in the operative Class Action Complaint and the forthcoming notice to the LWDA.

- 1.31 "Released Parties" means Defendants National Retail Transportation, Inc. and Keystone Freight Corp. and each of their parent companies, subsidiaries, affiliates, current and former management companies, shareholders, members, agents (including any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and employees) predecessors, successors, and assigns.
  - 1.32 "Response Deadline" means the date that is sixty (60) calendar days after the date on

which the Settlement Administrator initially mails the Class Notice to the Class Members, which will be the deadline for a Class Member to Opt Out, dispute the number of Workweeks credited to him or her, and/or object to the Settlement, and which will be indicated on the Class Notice that is mailed to the Class Members.

- "Request for Exclusion" means a written request to be excluded from the Settlement, 1.33 which must be made in writing submitted to the Settlement Administrator by mail, postmarked on or before the Response Deadline, and which must contain the case name (Eddie Escamilla et. al v. Keystone Freight Corp. et. al, San Bernardino County Superior Court Case No. CIVDS1931366), as well as the Class Member's full name, address, telephone number, last four (4) digits of his or her Social Security number, and signature, and a clear statement indicating that he or she seeks to exclude him or herself from the Settlement.
- "Settlement Administrator" means the third-party settlement administration firm, 1.34 Phoenix Class Action Administration Solutions.
- "Final Approval Hearing" means a hearing set by the Court for the purpose of determining the fairness, adequacy and reasonableness of the Settlement pursuant to class action procedures and requirements and entering Judgment, and required under California Rule of Court, Rule 3.769(a).
- "Unknown Claims" means any Released Claims which the Class Representatives do not know or suspect to exist in their favor at the time of the entry of the Judgment, and which if known might have affected the settlement with and release of Defendant.
- "Updated Address" means a mailing address that was updated via a Reasonable Address Verification, via an updated mailing address provided by the United States Postal Service or a Class Member, via Skip Tracing, or via a Locator Service.
- "Workweeks" means the numbers of workweeks worked by the Class Members for Defendant during the Class Period.

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# 2. Settlement Amount, Timing of Payments, Tax Reporting Obligations, and Other Obligations of Defendant and the Settlement Administrator

- 2.1 Defendant will fund the total Maximum Settlement Amount, along with the Employer Taxes (which will be paid by Defendant separately and in addition to the Maximum Settlement Amount). The Maximum Settlement Amount will be paid as follows: Defendant shall deposit the required maximum payout of \$1,500,000.00 with the Settlement Administrator in one installment no later than forty-five (45) days after the Effective Date. If the Court's approval of this settlement is overturned on appeal, all settlement funds deposited by Defendant with the Settlement Administrator to date shall be refunded to Defendant within fourteen (14) days of the Court's order declining to approve the settlement, and Defendant shall be excused from making any further settlement payment installments.
- 2.2 The Settlement Administrator will administer the Settlement and perform any function related to settlement administration at the agreed-upon instruction of both Class Counsel and Defendant, including, and not limited to, establishing and maintaining a settlement website and tollfree telephone line for Class Members to call with inquiries regarding the Settlement, distributing the Class Notice, performing skip traces with respect to Class Notices that are returned as undeliverable and without a forwarding address on or before the Response Deadline, receiving and processing Requests for Exclusion and objections to the Settlement, adjudicating Class Members' disputes regarding Workweeks, providing Class Counsel and counsel for Defendant with weekly updates on the status of the settlement administration process (including the names and percentages of Class Members who Opt Out or object), calculating and handling inquiries regarding the calculation of the Individual Settlement Amounts, preparing a declaration to submit to the Court that details the settlement notice administration process and identifies each Class Member who Opts Out, and distributing the Maximum Settlement Amount. The actions of the Settlement Administrator will be governed by the terms of this Stipulation. The Parties, through their counsel, may provide written information needed by the Settlement Administrator pursuant to the Stipulation.

- 2.3 The Parties agree to cooperate in good faith and to coordinate with each other and the Settlement Administrator to carry out the terms of the Settlement, including, without limitation, by providing reasonably available information regarding Class Members.
  - 2.4 Defendant, through the Settlement Administrator, will distribute payments as follows:
- (a) Class Representative Enhancement Payment: Subject to Court approval, the Plaintiffs Eddie Escamilla and Gustavo Escamilla shall each receive a service award of \$10,000, and Plaintiff Arturo Escamilla shall receive a service award of \$5,000. Defendant agrees not to oppose the amount of the Named Plaintiffs' and Class Representatives' service award. Since it is the intent of the Parties that the service award to the Named Plaintiffs and Class Representatives is for their service to the Class Members, and not wages, the Claims Administrator will not withhold any taxes from the service award. The Claims Administrator will report the service award on a Form 1099, which it will provide to the Named Plaintiffs and Class Representatives and to the pertinent taxing authorities.
- (b) Attorneys' Fees and Litigation Costs: Class Counsel shall submit their Application for Award of Attorneys' Fees and Costs to the Court before the Final Approval Hearing. Class Counsel will seek attorneys' fees and costs in the amount of \$500,000.00, and actual costs up to \$20,000, subject to court approval. Class Counsel shall serve Defendant with copies of all documents in support of their Application for Award of Attorneys' Fees and Costs. Defendant agrees not to oppose the Application for Award of Attorneys' Fees and Costs. The Claims Administrator will report the attorneys' fees and costs award on a Form 1099, which it will provide to Class Counsel and to the pertinent taxing authorities.
- (c) Claims Administration Costs: Subject to Court approval, the Claims Administrator shall be paid an amount which is expected to not exceed \$15,000.00 for all fees and costs relating to the administration of this settlement, all tax document preparation, custodial fees and accounting fees, all costs and fees associated with preparing, issuing, and mailing any and all Class Notices, all costs and fees associated with computing, reviewing, and paying distributions from the Maximum Settlement Amount, all costs and fees associated with preparing any tax returns and any other filings

required by any governmental taxing authority or agency, all costs and fees associated with preparing any other notices, reports, or filings to be prepared in the course of administering disbursements from the Maximum Settlement Amount, and any other costs and fees incurred and/or charged by the Claims Administrator in connection with the execution of its duties under this Stipulation.

- 2.5 No later than sixty (60) calendar days after Effective Date or fifteen (15) calendar days after the payment of funds to the Settlement Administrator whichever is sooner, Defendant, through the Settlement Administrator, and according to the terms, conditions and procedures set forth in Paragraph 2.6 of this Stipulation, shall pay to each Participating Class Member and PAGA Employee their Individual Class Settlement Amount and Individual PAGA Settlement Payment, respectively. Each of the payments to Participating Class Members will be inclusive of interest and penalties, including wage statement penalties, and will be allocated as follows: 25% to satisfaction of claims for unpaid wages; 75% to the satisfaction of claims for interest and penalties. All settlement payments for wages shall be subject to required withholdings and deductions as W-2 wage payments. With regard to payments in settlement of claims for penalties and interest, these payments shall be issued through a 1099 form and not subject to withholdings or deductions. The payments to PAGA Employees are allocated as 100% penalties and shall also be issued through a 1099 form and not subject to withholdings or deductions.
- 2.6 The Claims Administrator shall compute the Individual Class Settlement Amount and Individual PAGA Settlement Payment for the Participating Class Members as follows:
- (a) The payment of the Individual PAGA Settlement Payments will be calculated as follows: \$18,750 will be allocated to PAGA Employees as follows: each PAGA Employees' portion will be determined by dividing each PAGA Employees Individual PAGA Workweeks, by the total amount of PAGA Workweeks, and then multiplying the result by \$18,750.
- (b) The payment of the Individual Class Settlement Payments will be calculated as follows: For each Participating Class Member, the Participating Class Members Individual Class Workweeks will be divided by the total number of Participating Class Member Workweeks. The resulting number will then be multiplied by the Net Settlement Amount.

- (c) The Parties agree that the above-described formulas and distribution methods are reasonable and fair in light of the Parties' investigation of the claims of the Class, and the relative degree of uncertainty, risk of outcome of further litigation, and difficulties and delays inherent in such litigation of these claims.
- 2.7 Defendant, through the Claims Administrator, will report each payment made on the Maximum Settlement Amount to government authorities including the Internal Revenue Service as required by law, and it shall make all required deductions and/or withholdings. Defendant, through the Claims Administrator, shall report payments for penalties and interest to the Internal Revenue Service (and other relevant governmental agencies) as non-wage income in the year of payment on a Form 1099, or similar form issued to the Participating Class Members and PAGA Employees in question.
- 2.8 To the extent that there are excess funds from uncashed checks for Class Members and PAGA Employees who cannot be located, the parties agree that such funds shall be submitted to the State Controller Unclaimed Property Fund in the name of the Class Member and/or PAGA Employee for whom the funds are designated, 180 days after the checks have been mailed to the Class Members and PAGA Employees.

#### 3. Procedure for Approval and Implementation of Settlement

#### 3.1 Preliminary Approval

3.1.1 The Class Representatives, through their counsel of record, will file an unopposed motion for preliminary approval of Settlement, seeking an order approving the Settlement pursuant to the California Rule of Court, Rule 3.769(e), and this Stipulation will be filed with the Court contemporaneously and/or as part of the motion. By way of the motion, the Class Representatives will request that the Court enter a Preliminary Approval Order, approving the distribution of the Class Notice and scheduling the Final Approval Hearing (pursuant to California Rule of Court, Rule 3.769(e)) for the purposes of determining whether to grant final approval of the Settlement and enter Judgment in conformity with California Rule of Court, Rule 3.769(h). The motion for preliminary approval of Settlement will be filed with the Court no later than thirty (30)

calendar days after receipt of the fully executed Stipulation by Class Counsel.

3.1.2 The Settlement will be void if the Court categorically refuses to enter the Preliminary Approval Order in its entirety or in a substantially similar form; however, the Parties are to take all reasonable steps to cure any non-material issues so as to avoid the Settlement being void.

#### 3.2 Notice to Class Members

- 3.2.1 No later than twenty (20) calendar days after the Preliminary Approval Date, the Settlement Administrator will mail the Court-approved Class Notice to all Class Members. The Class Notice will be mailed via first class mail through the United States Postal Service. The envelope containing the Class Notice will bear the following phrase in bold type, ¼ inch below the return address or ¼ inch above the addressee's address: RETURN SERVICE REQUESTED. The envelope will also bear the following phrase in the bottom left hand corner: IMPORTANT NATIONAL RETAIL TRANSPORTATION, INC. CLASS ACTION SETTLEMENT INFORMATION. PLEASE OPEN IMMEDIATELY. The Class Notice and its envelope or covering will be marked to denote the return address of the Settlement Administrator as set forth in the Class Notice.
- 3.2.2 Defendant will prepare a list, in an electronically usable format for the Settlement Administrator, containing for each Class Member, to the extent Defendant has such information, the following: the full name, Last Known Address, social security number, and dates of employment as a non-exempt or hourly-paid employee of Defendant during the Class Period ("Class List"). By granting preliminary approval of the Settlement, the Court will be deemed to have authorized Defendant to provide the Settlement Administrator with the Class List. Defendant will provide the Class List to the Settlement Administrator and Class Counsel within fourteen (14) calendar days following the Preliminary Approval Date.
- 3.2.3 For Class Members who were employees of Defendant as of the Preliminary Approval Date the Settlement Administrator will mail the Class Notice to the Last Known Address provided by Defendant. No Reasonable Address Verification will be conducted for Class Members who were employed by Defendant as of the Preliminary Approval Date.
  - 3.2.4 For Class Members who were not employed by Defendant as of the

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mailed to the Last Known Address (or Updated Address, if applicable) of the deceased Class Member.

3.2.6 Unless the Settlement Administrator receives a Class Notice returned from the

3.2.5 If a Class Member is known to be deceased, the Class Notice for that deceased

Preliminary Approval Date prior to mailing the Class Notice, the Settlement Administrator will

undertake a Reasonable Address Verification to ascertain the accuracy of the Last Known Address of

the Class Member. To the extent this process yields an Updated Address, that Updated Address will

be treated as the Last Known Address for purposes of this Stipulation and for Class Notice mailing.

Class Member will be mailed to the Last Known Address (or Updated Address, if applicable) of the

legal representative of the deceased Class Member's estate, to the extent known; otherwise, it will be

United States Postal Service for reasons discussed below in this paragraph, on or before the Response Deadline, that Class Notice will be deemed to have been mailed and received by the Class Member to whom it was sent five (5) calendar days after the mailing. In the event that subsequent to the first mailing of a Class Notice and on or before the Response Deadline, the Class Notice is returned to the Settlement Administrator by the United States Postal Service without a forwarding address, the Settlement Administrator will undertake a Skip Tracing on the Class Member to attempt to ascertain the current address of the Class Member, and if such an address is ascertained, the Settlement Administrator will undertake a single re-mailing of the Class Notice to any Updated Address that is located for the Class Member, within three (3) business days of receipt of the returned Class Notice, and the Class Notice will be deemed mailed and received at that point. In the event that subsequent to the initial mailing of a Class Notice and on or before the Response Deadline, the Class Notice is returned to the Settlement Administrator by the United States Postal Service with a forwarding address for the Class Member, the forwarding address will be deemed the Updated Address for the Class Member, the Settlement Administrator will undertake a single re-mailing of the Class Notice to the Updated Address within three (3) business days of receipt of the returned Class Notice, and the Class Notice will be deemed mailed and received at that point. The Settlement Administrator will include a cover letter with any re-mailing to inform the Class Member that the Class Notice was remailed and that he or she has the later of the Response Deadline or ten (10) calendar days from the

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date on which the Class Notice was re-mailed (which shall be the date the re-mailing of the Class Notice is postmarked) to Opt Out, object to the Settlement, and/or dispute the number of Workweeks credited to him or her. Compliance with the procedures described in this paragraph will constitute due and sufficient notice to Class Members of this Settlement and of the Final Approval Hearing, and will satisfy the requirements of due process. Nothing else will be required of or done by the Parties, Class Counsel, counsel for Defendant, or the Settlement Administrator to provide notice of the Settlement and the Final Approval Hearing.

3.2.7 No later than seven (7) calendar days after the Response Deadline, the Settlement Administrator will provide Class Counsel and counsel for Defendant with a declaration attesting to completion of the notice process, including any attempts to obtain Updated Addresses for, and the re-sending of, any returned Class Notices, to be filed with the Court by Class Counsel.

### 3.3 Responses to the Notice of Class Action Settlement

3.3.1 Disputing Workweeks: If a Class Member disagrees with the number of Workweeks credited to him or her as set forth in his or her Class Notice, he or she must submit a written dispute along with documentation that supports his or her belief that he or she should be credited with a different number of Workweeks. The dispute must be submitted to the Settlement Administrator by mail, postmarked on or before the Response Deadline. The dispute must contain the case name and number of the Action (Eddie Escamilla et. al v. Keystone Freight Corp. et. al, San Bernardino County Superior Court Case No. CIVDS1931366), as well as the Class Member's name, address, telephone number, last four (4) digits of his or her Social Security number, and signature. The dispute must also contain a clear statement indicating that the Class Member disputes the number of Workweeks credited to him or her. The Settlement Administrator will review the Workweeks dispute and supporting documentation and make a determination based upon the submitted documentation as to the validity of the Class Member's claim. If the Settlement Administrator needs further information from Defendant concerning the Class Member's claim, the Settlement Administrator will notify Defendant and Class Counsel and request the needed information. Defendant's records will be presumed determinative if there is a dispute over the dates of employment

that the Class Member worked as a non-exempt or hourly-paid employee in California, unless the Class Member has submitted valid and compelling documentation to support his or her claim to a different number of Workweeks than the number shown on the Class Notice. The Settlement Administrator will resolve all disputes by applying the above standard, and the decision of the Settlement Administrator on any such disputes will be final.

- 3.3.2 Entry of Appearance at Class Members' Own Expense: Pursuant to California Rule of Court, Rule 3.766(d)(5), any Class Member who does not Opt Out may, if the Class Member so desires, enter an appearance through counsel at his or her own expense, and will be advised of this by way of the Class Notice. Class Members who choose to enter such an appearance are responsible for any attorneys' fees or costs incurred as a result thereof.
- 3.3.3 Objections to Settlement: Class Members who do not Opt Out may object to the Settlement by submitting a written objection to the Settlement Administrator, postmarked no later than the Response Deadline. A written objection to the Settlement must be signed by the Class Member and dated, and additionally state the Class Member's name, last four (4) digits of his or her Social Security number, dates of employment as a non-exempt or hourly-paid employee of Defendant in California, the case name and number of the Action (Eddie Escamilla et. al v. Keystone Freight Corp. et. al, San Bernardino County Superior Court Case No. CIVDS1931366), all legal and factual bases for objection to the Settlement, whether the Class Member intends to appear at the Final Approval Hearing, and whether the Class Member is represented by legal counsel (and if so, identifying the legal counsel and providing said legal counsel's mailing address). Alternatively, Class Members may choose to voice their objections at the Final Approval Hearing. A Class Member who objects to the Settlement will still be considered a Participating Class Member who is subject to the Settlement.
- 3.3.4 Opting Out of Settlement: Class Members may elect to Opt Out of the Settlement and, thus, exclude themselves from the Settlement. Class Members who wish to exercise this option must submit a timely and valid Request for Exclusion to the Settlement Administrator. The written request for exclusion must: (a) state the Class Member's name, address, telephone

number, and the last four digits of the Class Member's social security number or employee identification number; (b) state the Class Member's intention to exclude themselves from or opt-out of the Settlement; (c) be addressed to the Settlement Administrator; (d) be signed by the Class Member or his or her lawful representative; and (e) be postmarked no later than the Response Deadline, in accordance with Paragraph 3.2.6. If a valid Request for Exclusion is not received by the Settlement Administrator from a Class Member on or before the Response Deadline, then that Class Member will be deemed to have forever waived his or her right to Opt Out. The Class Notice will advise Class Members of their option to Opt Out and will contain instructions on how to do so. Class Members who do not Opt Out by submitting valid and timely Requests for Exclusion will be deemed to be Participating Class Members, will be bound by the Settlement and the Judgment entered based thereon. Class Members who Opt Out by submitting valid and timely Requests for Exclusion will not be bound by the Settlement, will not be entitled to any benefits thereunder, or to make any objection to the Settlement. PAGA Employees will release their Released PAGA Claims and receive an Individual PAGA Settlement Payment regardless of whether they request exclusion from the Settlement.

- 3.3.5 If a Class Member submits both a Request for Exclusion and an objection to the Settlement, the Request for Exclusion will be accepted and the objection will be disregarded.
- 3.3.6 The Parties agree that the Response Deadline will not be extended, and no untimely submissions will be honored, under any circumstances, unless mutually agreeable by the Parties and/or except to the extent permitted under Paragraph 3.2.6.

#### 3.4 Final Approval Hearing.

3.4.1 After the Response Deadline, a Final Approval Hearing will be held before the Court in order to: (1) determine whether the Court should grant final approval of the Settlement; (2) consider objections to the Settlement; and (3) consider Class Representatives' application for an award of Attorneys' Fees and Costs to Class Counsel and the Service Payment to the Class Representatives. At the Final Approval Hearing, the Parties will request that the Court grant final approval of the Settlement and enter the Final Approval Order and Judgment. The Parties will take

all reasonable efforts to secure entry of the Final Approval Order and Judgment. If the Court rejects the Stipulation, fails to enter the Final Approval Order and Judgment, this Stipulation will be void, and Defendant will have no obligation to make any payments under the Settlement, other than the Settlement Administration Costs; however, the Parties and their counsel agree to make all reasonable efforts to fix any issues that the Court cites for its non-approval as set forth in Paragraph 3.1.2.

#### 3.5 Releases

- 3.5.1 <u>Release by Participating Class Members</u>. Upon the Effective Date, each of the Participating Class Members (including the Class Representatives) will be deemed to have, and by operation of the Judgment will have fully, finally, and forever released, relinquished and discharged Defendant and the Released Parties from any and all Released Class Claims.
- 3.5.2 <u>Release by PAGA Employees</u>. Upon the Effective Date, each of the PAGA Employees will be deemed to have, and by operation of the Judgment will have fully, finally, and forever released, relinquished and discharged Defendant and the Released Parties from any and all Released PAGA Claims.

#### 3.5.3 <u>Class Representatives' General Release of Claims</u>

i. In addition to those releases set forth in Paragraph 3.5.1 hereof, with respect to any and all Released Class Claims, upon the Effective Date, the Class Representatives will expressly and will be deemed to have, and by operation of the Judgment will have, waived the provisions, rights and benefits of California Civil Code § 1542 with respect to the Released Claims, which provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

ii. In consideration for the Service Payments and as an inducement for Defendant to enter into this Stipulation, with respect to the Class Representatives only, the Released Claims will additionally include any and all claims including Unknown Claims against Defendant

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that accrued during the Class Period, but does not include claims for: age discrimination under the Age Discrimination In Employment Act, unemployment insurance, workers' compensation benefits, state disability compensation, previously vested benefits under any Employer-sponsored benefits plan or claims under the Employment Retirement Income Security Act of 1974.

iii. Any Class Representatives may hereafter discover facts in addition to or different from those which he or she now knows or believes to be true with respect to the subject matter of the Released Claims, but any such Class Representatives, upon the Effective Date, will be deemed to have, and by operation of the Judgment will have fully, finally, and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which then exist, or previously have existed upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. The Class Representatives acknowledge that the foregoing waiver was separately bargained for and a key element of the Settlement of which this release is a part. Notwithstanding any other provision of this Stipulation, the Parties recognize that because the only Unknown Claims released by this Stipulation are those Unknown Claims that meet the definition of Released Claims, the release effectuated by this Stipulation will not extend to Unknown Claims other than those described in Paragraph 1.44 above.

## 3.6 Termination of Settlement; Reasonable Steps to Cure.

3.6.1 In the event that the Settlement is not be approved in its entirety by the Court, or in the event that the Effective Date does not occur, Defendant will have the option to void the Settlement, and in such case, no payments will be made by Defendant to anyone, other than the cost of administration, in accordance with the terms of this Stipulation, and this Stipulation will be deemed null and void with no effect on the Litigation whatsoever. Notwithstanding this provision, the Parties agree to take all reasonable steps to cure any issues cited by the Court as reason for non-approval of any matter(s) filed with the Court for preliminary and final approval.

3.6.2 In the event that more than five percent (5%) of the Class Members Opt Out by submitting timely and valid Requests for Exclusion to the Settlement Administrator by the Response Deadline, Defendant will have the right to terminate and void this Settlement; however, Defendant must notify Class Counsel, of its intention to nullify the Settlement in writing by certified mail to David Mara and Matthew Crawford of Mara Law Firm, PC, 2650 Camino Del Rio North, Suite 205, San Diego, CA 92108, within three (3) weeks after the expiration of the Response Deadline.

3.6.3 The Maximum Settlement Amount was calculated with, and is premised on, the understanding that there are approximately 230 Class Members and 19,200 workweeks during the time period of October 18, 2015, through January 6, 2022, the date the mediator's proposal was issued. To the extent that either of the forgoing estimates, as represented by Defendant, increases by more than 6%, Defendant will have the option to increase the Maximum Settlement Amount proportionately by the amount exceeding 6%. For example, if the number of workweeks increases by 7% then Defendant shall increase the Maximum Settlement Amount by 1%. Likewise, if the number of class members increases by 7% then Defendant shall increase the settlement pot by 1%. If Defendant declines to do so, Plaintiffs will have the option to terminate the settlement in its entirety and the Parties will be returned to their respective positions as if no settlement had been contemplated

#### 3.7 Miscellaneous Provisions.

- 3.7.1 No Person will have any claim against Class Counsel, the Settlement Administrator, or any of the Released Parties based on the payments made or other actions taken substantially in accordance with the Settlement or further orders of the Court.
- 3.7.2 In the event that the Settlement is not substantially approved by the Court, after all reasonable steps to cure have been exhausted, or the Settlement is terminated, cancelled, declared void, or fails to become effective in accordance with its terms, or if the Judgment does not become final, or to the extent cancellation is otherwise provided for in this Stipulation, the Parties will resume the Litigation at that time as if no Stipulation had been entered. In such event, the terms and provisions of the Stipulation will have no further force and effect with respect to the Parties and will not be used

in this Litigation or in any other proceeding for any purpose, and any Judgment or order entered by the Court in accordance with the terms of the Stipulation will be treated as vacated. Notwithstanding any other provision of this Stipulation, if the Court should fail to award attorneys' fees to Class Counsel in the full amount provided for in this Stipulation, no order of the Court or modification of any order of the Court concerning the amount of any attorneys' fees to be paid by Defendant to Class Counsel pursuant to this Settlement will constitute grounds for cancellation or termination of the Stipulation or grounds for limiting any other provision of the Judgment. It is agreed that no order of the Court, including any order concerning attorneys' fees, may alter or otherwise increase the Maximum Settlement Amount.

- 3.7.3 The Parties (a) acknowledge that it is their intent to consummate this agreement; (b) agree to cooperate to effectuate and implement all terms and conditions of the Stipulation and to exercise their best efforts to accomplish the foregoing terms and conditions of the Stipulation; (c) agree to seek and to attempt to obtain preliminary and final approval by Court of the Settlement; and (d) agree to reasonably work together to seek and attempt to obtain preliminary and final approval of the Stipulation should the Court not grant approval upon the first presentation.
- 3.7.4 The Parties and attorneys agree to keep the Settlement confidential until the motion for preliminary approval of the Settlement is filed. Thereafter, the Parties will agree to make no comments to the media or otherwise publicize the terms of the Settlement.
- 3.7.5 The Parties agree that they will not engage in making or publishing written statements which are disparaging to the reputation of the other or their corporate parents and affiliates.
- 3.7.6 The Stipulation compromises claims which were contested and the subject of a good faith dispute, and it will not be deemed an admission by any of the Parties as to the merits of any claim or defense. The Parties agree that the amounts paid in settlement of the Litigation and the other terms of the Settlement were negotiated at arms-length and in good faith with sufficient information by the Parties and reflect a settlement that was reached voluntarily after consultation with competent legal counsel.
  - 3.7.7 All of the exhibits to the Stipulation and material and integral parts hereof and

are fully incorporated herein by this reference.

- 3.7.8 The Stipulation may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective counsel, subject to approval by the Court.
- 3.7.9 The Stipulation constitutes the entire agreement among the Parties hereto and no representations, warranties or inducements have been made to any party concerning the Stipulation or its exhibits other than the representations, warranties and covenants contained and memorialized in such documents. Except as otherwise provided herein, each party will bear its own costs.
- 3.7.10 The Parties understand and acknowledge that: (a) they have performed an independent investigation of the allegations of fact and law made in connection with this Litigation; and (b) even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Litigation as reflected in this Settlement Agreement, that will not affect or in any respect limit the binding nature of this Settlement Agreement. It is the Parties' intention to resolve their disputes in connection with this Litigation pursuant to the terms of this Settlement Agreement and thus, in furtherance of their intentions, the Settlement Agreement will remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Settlement will not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.
- 3.7.11 Class Counsel, on behalf of the Class Members, is expressly authorized by the Class Representatives to take all appropriate action required or permitted to be taken by the Class pursuant to the Stipulation to affect its terms and also expressly authorized to enter into any modifications or amendments to the Stipulation.
- 3.7.12 Each counsel or other Person executing the Stipulation or any of its exhibits on behalf of any Parties hereby warrants that such Person has full and express authority to do so.
- 3.7.13 The Stipulation may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument. A complete set of executed counterparts will be filed with the Court.

3.7.14 The Stipulation will be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto; however, this Stipulation is not designed to and does not create any third-party beneficiaries unless otherwise specifically provided herein.

3.7.15 The Court will retain jurisdiction with respect to implementation and enforcement of the terms of the Stipulation, and all parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in the Stipulation, in conformity with California Rules of Court, Rule 3.769 and California Civil Procedure Code section 664.6.

3.7.16 The Stipulation and the exhibits hereto will be considered to have been negotiated, executed and delivered, and to have been wholly performed, in the State of California, and the rights and obligations of the parties to the Stipulation will be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of California without regard to principles of conflicts of law.

3.7.17 The language of all parts of this Stipulation will in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either party. No party will be deemed the drafter of this Stipulation. The Parties acknowledge that the terms of the Stipulation are contractual and are the product of negotiations between the parties and their counsel. Each party and their/its counsel cooperated in the drafting and preparation of the Stipulation. In any construction to be made of the Stipulation, the Stipulation will not be construed against any party and the canon of contract interpretation set forth in California Civil Code § 1654 will not be applied.

3.7.18 Should any deadlines set forth in the Stipulation require any action to be taken on a weekend or a Court holiday, then the action may be taken on the next business day, unless otherwise specified by law or rule of Court, except that should the Response Deadline (or extension(s) thereof specified in the Stipulation relating to a deficiency notice or a re-mailing) fall on a Saturday and regular U.S. Mail service is in operation that day, then no further extension pursuant to this paragraph will apply to these specific deadlines.

[signatures on the following page]

1 2 3	DATED: 3/17/2022   7:39:27 PM PDT , 2022	By:	Docusigned by: Eddic Escamilla Platinitiff Petitie Escamilla
4 5 6	DATED: 3/18/2022   2:37:54 PM PDT , 2021	Ву:	Platritiff Chastavo Escamilla
7 8 9	DATED: 3/18/2022   2:55:13 PM 2022, 2022	By:	Plantiff Afturo Escamilla
10 11	DATED:, 2022	By:_	on behalf of Defendant
12 13 14	DATED: March 18, 2022	By:	David Mara
15 16			Matthew Crawford  Mara Law Firm, PC  Attorneys for Plaintiffs
17 18	DATED:, 2022	By:	Joshua Carlon
19 20 21			Lewis Brisbois Bisgaard & Smith LLP Attorneys for Defendant
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JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

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2	DATED:	, 2022	By:	Plaintiff Eddie Escamilla
3				Tranium Eduic Escannia
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5	DATED:	, 2021	By:	Plaintiff Gustavo Escamilla
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8	DATED:	, 2022	By:	Plaintiff Arturo Escamilla
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11	DATED: 3 //8	, 2022	By:_	on behalf of Defendants
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13	DATED.	2022		
14	DATED:	, 2022	By:	David Mara
15				Matthew Crawford Mara Law Firm, PC
16				Attorneys for Plaintiffs
17				
18	DATED: March 18	, 2022	By:	Joshua Carlon
19		,	J -	Joshua Carlon Lewis Brisbois Bisgaard & Smith LLP
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	JOINT STIPULATIO	N OF CLASS	ACTIO	ON AND PAGA SETTLEMENT AND RELEASE Case No.: CIVDS1931366