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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

ARTURO MARTINEZ, individually and on behalf of others similarly situated, and as an aggrieved employee and private attorney general,

Plaintiff,

vs.

MERIT LOGISTICS, LLC, a Delaware limited liability company; and DOES 1 through 50, inclusive,

Defendants.

Case No.: RIC2001625

Assigned for All Purposes to: Hon. Angel M. Bermudez, Dept. S302

AMENDED JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

Complaint Filed: June 12, 2020

Trial Date: None Set

AMENDED JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

This Joint Stipulation of Class Action and PAGA Settlement is entered into by and between Plaintiffs Arturo Martinez, Donny Adame, and Anthony Wellington, individually and on behalf of the Settlement Class and Defendant Merit Logistics, LLC.

DEFINITIONS

1. “Agreement” or “Settlement Agreement” means this Joint Stipulation of Class Action and PAGA Settlement.

2. “Action” collectively refers to the court actions entitled *Martinez v. Merit Logistics, LLC*, Riverside County Superior Court, Case No. RIC2001625 (“*Martinez* Action”); *Adame v. Merit Logistics, LLC*, Orange County Superior Court, Case No. 30-2020-01139891-CU-OE-CXC (“*Adame* Action”); and *Wellington v. Merit Logistics, LLC*, Orange County Superior Court, Case No. 30-2020-01141628-CU-OE-CXC (“*Wellington*” Action).

3. “Class Counsel” means Heather Davis and Amir Nayebdadash of Protection Law Group, LLP, and Edwin Aiwarzian of Lawyers for Justice, PC.

4. “Class Counsel’s Fees and Costs” means attorneys’ fees for Class Counsel’s litigation and resolution of the Action and their expenses and costs incurred in connection with the Action, which shall be paid from the Gross Settlement Amount. Class Counsel will request attorneys’ fees not to exceed Thirty-Five Percent (35%) of the Gross Settlement Amount, *i.e.*, Nine Hundred Eighty-Eight Thousand Seven Hundred Fifty Dollars (\$988,750.00) and the reimbursement costs and expenses associated with the litigation and settlement of the Action, not to exceed Fifty Thousand Dollars (\$50,000.00), subject to the Court’s approval. Any attorney fees and costs not approved by the Court shall become part of the Net Settlement Amount. For the sake of clarity, no party shall submit an application for fees or a memorandum of costs in either the *Adame* Action or the *Wellington* Action. Defendant has agreed not to oppose Class Counsel’s request for fees and reimbursement of costs and expenses in the amount set forth above.

5. “Class List” means a complete list of all Class Members that Defendant will diligently and in good faith compile from their records and provide to the Settlement Administrator within fourteen (14) calendar days after Preliminary Approval of this Settlement.

1 The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include
2 Class Member's: (1) full name; (2) last known home address; (3) last known telephone number;
3 (4) social security number; (5) start and end dates of active employment as a non-exempt
4 employee of Defendant in the State of California; (6) total Workweeks during the Class Period;
5 (7) total Workweeks during the PAGA Period; and (8) any other information required by the
6 Settlement Administrator in order to effectuate the terms of the Settlement.

7 6. "Class" or "Class Members" means all current and former hourly-paid, non-
8 exempt employees of Defendant who were employed by Defendant in the State of California at
9 any time during the Class Period.

10 7. "Class Period" means the period from June 12, 2016 until the date of preliminary
11 approval of the settlement by the Court or July 23, 2022, whichever date occurs earlier.

12 8. "Class Representatives" means Plaintiffs Arturo Martinez, Donny Adame, and
13 Anthony Wellington in their capacity as representatives of the Participating Class Members.

14 9. "Class Representative Incentive Payments" means the amount that the Court
15 authorizes to be paid to Plaintiffs Arturo Martinez, Donny Adame, and Anthony Wellington in
16 addition to their Individual Settlement Payments, in recognition of the efforts and risks they have
17 taken in assisting with the prosecution of the Action and in exchange for the General Release of
18 their claims as provided herein.

19 10. "Court" means the Superior Court of the State of California for the County of
20 Riverside.

21 11. "Defendant" means Merit Logistics, LLC.

22 12. "Effective Date" means: the later of: (a) if no timely objections are filed or if all
23 objections are withdrawn, the date upon which the Court enters Final Approval; (b) if an objection
24 is filed and not withdrawn, the date for filing an appeal and no such appeal being filed; (c) if any
25 timely appeals are filed, the date of the resolution (or withdrawal) of any such appeal in a way
26 that does not alter the terms of the settlement.

27 13. "Final Approval" means the Court entering an order granting final approval of the
28 Settlement Agreement.

1 14. “Gross Settlement Amount” means the sum of Two Million Eight Hundred
2 Twenty-Five Thousand Dollars (\$2,825,000.00). The Gross Settlement Amount is non-
3 reversionary; no portion of the Gross Settlement Amount will return to Defendant, and includes
4 all: (1) payments to the Class, (2) Class Counsel’s fees, inclusive of fees incurred in the *Adame*
5 *Action* and *Wellington Action*, (3) Class Counsel’s costs, inclusive of costs incurred in the *Adame*
6 *Action* and *Wellington Action*, (4) Settlement Administration Costs, (5) Class Representative
7 Incentive Payments to Plaintiffs, and (6) Payment of PAGA penalties to be paid to the LWDA
8 and PAGA Members. The Gross Settlement Amount is exclusive of employer share of any
9 applicable payroll taxes, and any such employer-side payroll taxes shall be paid by Defendant
10 separately and in addition to the Gross Settlement Amount.

11 15. “Individual Settlement Payment” means the amount payable from the Net
12 Settlement Amount to each Participating Class Member and any payment a PAGA Member is
13 eligible to receive from the employee portion of the PAGA Payment. Individual Settlement
14 Payments shall be paid by a Settlement Check made payable to Participating Class Members
15 and/or PAGA Members.

16 16. “Net Settlement Amount” means the funds available for payments to the Class,
17 which shall be the amount remaining after the following amounts are deducted from the Gross
18 Settlement Amount: (1) Class Counsel’s fees; (2) Class Counsel’s costs; (3) Settlement
19 Administration Costs; (4) Class Representative Incentive Payments to Plaintiffs Arturo Martinez,
20 Donny Adame, and Anthony Wellington; and (5) the PAGA Payment to the LWDA and PAGA
21 Members.

22 17. “Notice” means the Notice of Proposed Class Action Settlement in a form
23 substantially similar to the form attached hereto as Exhibit A, that will be mailed to Class
24 Members’ last known address, and which will provide Class Members with information regarding
25 the Action and information regarding the settlement of the Action.

26 18. “Notice Packet” means collectively the Class Notice of Proposed Class Action
27 Settlement, Objection Form, Request for Exclusion Form, and Workweek Dispute Form attached
28 hereto as Exhibits A-D.

1 19. “PAGA” means the California Labor Code Private Attorneys General Act of 2004
2 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”).

3 20. “PAGA Payment” means the amount that the Parties have agreed to allocate in
4 order to settle claims arising under the Private Attorneys General Act of 2004 (Cal. Lab. Code §§
5 2698, *et seq.*) (“PAGA”). The Parties have agreed that Two Hundred Fifty Thousand Dollars
6 (\$250,000.00) of the Gross Settlement Amount will be allocated to the resolution of Plaintiffs’
7 PAGA Claims. Seventy Five Percent (75%) of this amount (\$187,500.00) will be paid to the
8 California Labor and Workforce Development Agency in accordance with Labor Code §§ 2698
9 *et seq.* Twenty Five Percent (25%) of this amount (\$62,500.00), will be distributed to PAGA
10 Members. PAGA Members will receive payment from the employee portion of the PAGA
11 Payment regardless of their decision to participate in the class action if the PAGA Payment is
12 approved by the Court.

13 21. “PAGA Members” means all current and former non-exempt employees of
14 Defendant who were employed by Defendant in the state of California at any time during the
15 PAGA Period.

16 22. “PAGA Period” means the period from December 27, 2018 until the date of
17 preliminary approval of the settlement by the Court or July 23, 2022, whichever date occurs
18 earlier.

19 23. “Parties” means Plaintiffs and Defendant, collectively, and “Party” shall mean
20 either Plaintiffs or Defendant, individually.

21 24. “Participating Class Members” means all Class Members who do not submit valid
22 and timely Request for Exclusion Form or other valid written request for exclusion.

23 25. “Plaintiffs” means Arturo Martinez, Donny Adame, and Anthony Wellington.

24 26. “Preliminary Approval” means the Court order granting preliminary approval of
25 the Settlement Agreement.

26 27. “Objection” means a Class Member’s valid and timely written objection to the
27 Settlement Agreement. For an Objection to be valid, it must include: (a) the objector’s full name,
28 address, telephone number, last four digits of the employees’ social security number or employee

1 ID number; (b) the name of the case and case number; and (c) a written statement of all grounds
2 for the objection accompanied by legal support, if any, for such objection. An objection form
3 entitled “Objection Form” is attached hereto as Exhibit B and shall be included with the Notice
4 Packet and distributed to the Class Members.

5 28. “Released Class Claims” means all claims stated in the operative Complaint
6 (Second Amended Complaint), and those claims based upon the facts alleged in the operative
7 Complaint, in the Action including the following claims: (i) failure to pay all regular wages,
8 minimum wages and overtime wages due; (ii) failure to provide meal periods or compensation in
9 lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to
10 reimburse necessary business expenses; (v) failure to provide complete, accurate wage
11 statements; (vi) failure to pay wages timely at time of termination or resignation; and (vii) unfair
12 business practices that could have been premised on the claims, causes of action or legal theories
13 of relief described above or any of the claims, causes of action or legal theories of relief pleaded
14 in the operative Complaint. The Released Class Claims shall be limited to those claims that arose
15 during the Class Period.

16 29. “Released PAGA Claims” means any and all PAGA claims under the California
17 Labor Code Private Attorneys General Act of 2004 based on the facts alleged in the PAGA
18 notices submitted by Plaintiffs to the LWDA, and to the extent they were pled in the operative
19 Complaint (Second Amended Complaint) in the Action, during the PAGA Period.

20 30. “Released Parties” means Defendant Merit Logistics, LLC, together with its
21 officers, directors, employees, and agents.

22 31. “Request for Exclusion” means a valid and timely written statement submitted by
23 a Class Member requesting to be excluded from the Class Settlement. To be effective, the Request
24 for Exclusion must contain (a) the Class Member’s name, address, telephone number, and the last
25 four digits of the Class Member’s Social Security number and/or the Employee ID number and
26 (b) a clear statement requesting to be excluded from the settlement of the class claims similar to
27 the following: “I wish to exclude myself from the Class Settlement reached in the matter of
28 *Martinez v. Merit Logistics, LLC*. I understand that by excluding myself, I will not receive money

1 from the settlement of my individual claims.” To be effective, the Request for Exclusion must be
2 post-marked by the Response Deadline and received by the Settlement Administrator. The
3 Request for Exclusion shall not be effective as to the release of claims arising under the Private
4 Attorneys General Act. A request for exclusion form entitled “Request for Exclusion Form” is
5 attached hereto as Exhibit C and shall be included with the Notice Packet and distributed to the
6 Class Members.

7 32. “Response Deadline” means the date sixty (60) calendar days after the Settlement
8 Administrator mails the Notice Packet to Class Members and the last date on which Class
9 Members may submit a Request for Exclusion, Objection Form, or Workweek Dispute Form. In
10 the event the 60th day falls on a Sunday or Federal holiday, the Response Deadline will be
11 extended to the next day on which the U.S. Postal Service is open. The Response Deadline for
12 the Request for Exclusion, Objection Form, or Workweek Dispute Form will be extended fifteen
13 (15) calendar days for any Class Member who is re-mailed a Notice Packet by the Settlement
14 Administrator, unless the 15th day falls on a Sunday or Federal holiday, in which case the
15 Response Deadline will be extended to the next day on which the U.S. Postal Service is open.
16 The Response Deadline may also be extended by express agreement between Class Counsel and
17 Defendant. Under no circumstances, however, will the Settlement Administrator have the
18 authority to unilaterally extend the deadline for Class Members to submit a Request for Exclusion,
19 Objection Form, or Workweek Dispute Form.

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

21 34. “Settlement Administrator” means Phoenix Settlement Administrators. The
22 Parties each represent that they do not have any financial interest in the Settlement Administrator
23 or otherwise have a relationship with the Settlement Administrator that could create a conflict of
24 interest.

25 35. “Settlement Administration Costs” mean the costs payable from the Gross
26 Settlement Amount to the Settlement Administrator for administering this Settlement, including,
27 but not limited to, translating the Notice Packet, printing, distributing, and tracking documents
28 for this Settlement, calculating/confirming the class member Workweeks from the information

1 contained in the Class List, calculating each Participating Class Member’s Individual Settlement
2 Payment, tax reporting, distributing the Gross Settlement Amount, providing necessary reports
3 and declarations, and other duties and responsibilities set forth herein to process this Settlement,
4 and as requested by the Parties. Settlement Administration Costs shall not exceed Twenty
5 Thousand Dollars (\$20,000.00).

6 36. “Settlement Class Members” shall mean all Participating Class Members as
7 described in paragraph 57 and the PAGA Members.

8 37. “Workweek” shall mean any calendar week (*i.e.*, a week beginning on Sunday and
9 ending on Saturday) in which a Class Member or PAGA Member worked at least 1 day.

10 **TERMS OF AGREEMENT**

11 38. Filing of Amended Complaint: The Parties shall file a stipulation and order to allow
12 Plaintiff Martinez to file an amended complaint in the *Martinez* Action (the Second Amended Complaint),
13 Riverside County Superior Court Case No. RIC2001625, which will add Class and PAGA
14 Representatives from the *Adame* Action and the *Wellington* Action to the *Martinez* Action. Upon the filing
15 of the Second Amended Complaint, Plaintiffs will cause the Complaints in the *Adame* Action and the
16 *Wellington* Action to be dismissed, without prejudice. Plaintiffs shall pursue approval of this Settlement
17 within the *Martinez* Action.

18 39. Settlement Consideration: Defendant shall fund the Gross Settlement Amount and
19 all applicable employer-side payroll taxes following Final Approval by the Court and the
20 occurrence of the Effective Date. The following will be paid out of the Gross Settlement Amount:
21 the sum of the Individual Settlement Payments, the Class Representative Incentive Payments,
22 Class Counsel’s Fees and Costs, the PAGA Payment, and the Settlement Administration Costs,
23 as specified in this Agreement. Except for any employer-side taxes due on the Individual
24 Settlement Payments, or as a result of an increase in the number of workweeks as set forth below,
25 Defendant shall not be required to pay more than the Gross Settlement Amount. The Gross
26 Settlement Amount is non-reversionary; no portion of the Gross Settlement Amount will revert
27 to Defendant.

28 40. Potential Increase to the Gross Settlement Amount: Defendant has represented

1 there are approximately 37,988 Workweeks within the Class Period. Should the qualifying
2 Workweeks worked by the Class Members during the Class Period ultimately increase by more
3 than ten percent (10%) (*i.e.*, by more than 3,799 Workweeks), Defendant shall increase the Gross
4 Settlement Amount on a *pro-rata* basis equal to the percentage increase in the number of
5 Workweeks worked by the Class Members above 10%. For example, if the number of Workweeks
6 increases by 11% to 41,788 Workweeks, the Gross Settlement Amount will increase by 1%.

7 41. Funding of the Gross Settlement Amount: Defendant will deposit the Gross
8 Settlement Amount and all applicable employer-side payroll taxes into a Qualified Settlement
9 Fund (“QSF”) to be established by the Settlement Administrator within fourteen (14) days of the
10 Effective Date. Defendant shall provide all information necessary for the Settlement
11 Administrator to calculate necessary payroll taxes including its official name, 8-digit state
12 unemployment insurance tax ID number, and other information requested by the Settlement
13 Administrator, no later than seven (7) calendar days of the Effective Date.

14 42. Distribution of the Gross Settlement Amount: Within fourteen (14) calendar days
15 of the funding of the Settlement, the Settlement Administrator will issue payments for: (a)
16 Individual Settlement Payments; (b) the PAGA Payment to the Labor and Workforce
17 Development Agency; (c) the Class Representative Incentive Payments; (d) Class Counsel’s Fees
18 and Costs; and (e) Settlement Administration Costs.

19 43. Attorneys’ Fees and Costs: Defendant agrees not to oppose any application or
20 motion by Class Counsel for attorneys’ fees of not more than Nine Hundred Eighty-Eight
21 Thousand Seven Hundred Fifty Dollars (\$988,750.00) plus the reimbursement of costs and
22 expenses associated with the litigation and settlement of the Action, in an amount not to exceed
23 Fifty Thousand Dollars (\$50,000.00), both of which will be paid from the Gross Settlement
24 Amount. Any portion of the requested fees or costs that is not awarded to the Class Counsel shall
25 be reallocated to the Net Settlement Amount and distributed to Participating Class Members as
26 provided in this Agreement.

27 44. Class Representative Incentive Payments: Defendant agrees not to oppose or
28 object to any application or motion by Plaintiffs for Class Representative Incentive Payments of

1 Seven Thousand Five Hundred Dollars (\$7,500.00) each for Plaintiffs Arturo Martinez, Donny
2 Adame, and Anthony Wellington (total of \$22,500.00). The Class Representative Incentive
3 Payments are in exchange for the General Release of the Plaintiffs' individual claims and for their
4 time, effort and risk in bringing and prosecuting the Action. Any portion of the requested Class
5 Representative Incentive Payments that is not awarded to the Class Representatives shall be
6 reallocated to the Net Settlement Amount and distributed to Participating Class Members as
7 provided in this Agreement.

8 45. Settlement Administration Costs: The Settlement Administrator will be paid for
9 the reasonable costs of administration of the Settlement and distribution of payments from the
10 Gross Settlement Amount as further set forth in this Agreement. Settlement Administration Costs
11 shall not exceed Twenty Thousand Dollars (\$20,000.00).

12 46. PAGA Payment: Two Hundred Fifty Thousand Dollars (\$250,000.00) shall be
13 allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the
14 PAGA. The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA
15 Payment, or One Hundred Eighty-Seven Thousand Five Hundred Dollars (\$187,500.00), to the
16 California Labor and Workforce Development Agency ("LWDA"). Sixty-Two Thousand Five
17 Hundred Dollars (\$62,500.00) will be distributed to PAGA Members on a *pro rata* basis based
18 on the total number of Workweeks worked by each PAGA Member during the PAGA Period.
19 PAGA Members shall receive their portion of the PAGA Payment regardless of their decision to
20 be excluded from the Class Settlement.

21 47. Net Settlement Amount for Payment of Class Claims: The Net Settlement Amount
22 will be used to satisfy the class portion of Participating Class Members Individual Settlement
23 Payments in accordance with the terms of this Agreement. The estimated Net Settlement Amount
24 is as follows:

| | | |
|--|----|--------------|
| Gross Settlement Amount | \$ | 2,825,000.00 |
| Class Representative Incentive Payments: | \$ | 22,500.00 |
| Class Counsel's Fees: | \$ | 988,750.00 |
| Class Counsel's Costs: | \$ | 50,000.00 |

| | | |
|--|-----------|---------------------|
| PAGA Payment | \$ | 250,000.00 |
| Settlement Administration Costs: | \$ | 20,000.00 |
| Estimated Net Settlement Amount | \$ | 1,493,750.00 |

48. Individual Settlement Payment Calculations: Individual Settlement Payments will be paid from the Net Settlement Amount and the 25% portion of the PAGA Payment allocated for PAGA Members and shall be paid pursuant to the formula set forth herein:

a) Calculation of Class Portion of Individual Settlement Payments:

The Settlement Administrator will calculate the total Workweeks for all Participating Class Members by adding the number of Workweeks worked by each Participating Class Member during the Class Period. The respective Workweeks for each Participating Class Member will be divided by the total Workweeks for all Participating Class Members, resulting in the Payment Ratio for each Participating Class Member. Each Participating Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Settlement Class Member's estimated share of the Net Settlement Amount.

b) Calculation of PAGA Portion of Individual Settlement Payments:

The Settlement Administrator will calculate the total Workweeks for all PAGA Members by adding the number of Workweeks worked by each PAGA Member during the PAGA Period. The respective Workweeks for each PAGA Member will be divided by the total Workweeks for all PAGA Members, resulting in the Payment Ratio for each PAGA Member. Each PAGA Member's Payment Ratio will then be multiplied by the employee portion of the PAGA Payment to calculate each PAGA Member's estimated share of the PAGA Payment. PAGA Members shall receive this portion of their Individual Settlement Payment regardless of whether they exclude themselves of the participation regarding the class claims.

c) Allocation of Individual Settlement Payments: All Individual Settlement Payments will be allocated as follows: twenty percent (20%) of each Individual Settlement Payment will be allocated as wages, forty percent (40%) shall be allocated as interest,

1 and forty percent (40%) shall be allocated as penalties. The portion of the Individual Settlement
2 Payment allocated to wages will be reported by the Settlement Administrator on an IRS Form W-
3 2. The remaining non-wage payments will be reported on an IRS Form-1099 by the Settlement
4 Administrator.

5 49. No Credit Toward Benefit Plans: The Individual Settlement Payments made to
6 Participating Class Members under this Settlement, as well as any other payments made pursuant
7 to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans
8 to which any Class Members may be eligible, including, but not limited to profit-sharing plans,
9 bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and
10 any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not
11 affect any rights, contributions, or amounts to which any Class Members may be entitled under
12 any benefit plans.

13 50. Settlement Administration Process: The Parties agree to cooperate in the
14 administration of the Settlement and to make all reasonable efforts to control and minimize the
15 costs and expenses incurred in administration of the Settlement. The Settlement Administrator
16 will provide the following services:

- 17 a) Establish and maintain a Qualified Settlement Fund.
- 18 b) Calculate the Individual Settlement Payment each Participating Class
19 Member is eligible to receive and the portion of the PAGA Payment each
20 PAGA Member shall receive.
- 21 c) Translate the Notice Packet from English to Spanish.
- 22 d) Print and mail the Notice Packet in English and Spanish.
- 23 e) Conduct additional address searches for mailed Notice Packets that are
24 returned as undeliverable.
- 25 f) Process Requests for Exclusion, Objection Forms, Workweek Dispute
26 Forms, field inquiries from Class Members.
- 27 g) Print and issue Individual Settlement Payment checks, prepare IRS W2 and
28 1099 Tax Forms and any other filings required by any governmental taxing

1 authority.

2 h) Provide declarations and/or other information to this Court as requested by
3 the Parties and/or the Court regarding the settlement administration
4 process.

5 i) Provide weekly status reports to counsel for the Parties.

6 j) Posting a notice of final judgment online at Settlement Administrator's
7 website.

8 51. Delivery of the Class List and Tax Rate Information: Within fourteen (14) calendar
9 days of Preliminary Approval, Defendant will provide the Class List and Tax Rate Information
10 to the Settlement Administrator. This is a material term of the Agreement, and if Defendant fails
11 to comply, Plaintiffs shall have the right to void the Agreement.

12 52. Notice by First-Class U.S. Mail: Within seven (7) calendar days after receiving
13 the Class List from Defendant, the Settlement Administrator will mail the Notice Packet to all
14 Class Members via regular First-Class U.S. Mail, using the most current, known mailing
15 addresses identified in the Class List.

16 53. Confirmation of Contact Information in the Class List: Prior to mailing, the
17 Settlement Administrator will perform a search based on the National Change of Address
18 Database for information to update and correct for any known or identifiable address changes.
19 Any Notice Packet returned to the Settlement Administrator as non-deliverable on or before the
20 Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding
21 address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing
22 on the Notice Packet. If no forwarding address is provided, the Settlement Administrator will
23 promptly attempt to determine the correct address using a skip-trace, or other search using the
24 name, address and/or Social Security number of the Class Member involved and will then perform
25 a single re-mailing. If any Notice Packet sent to a Class Member by the Settlement Administrator
26 is returned as undeliverable to a current employee, then Defendant shall make reasonable efforts
27 to obtain the current address from the Class Member and provide the same within seven (7)
28 calendar days of notice from the Settlement Administrator. Those Class Members who receive a

1 re-mailed Notice Packet, whether by skip-trace or by request, will have between the later of (a)
2 an additional fifteen (15) calendar days or (b) the Response Deadline to postmark a Request for
3 Exclusion, Objection Form, or a Workweek Dispute Form.

4 54. Notice: All Class Members will be mailed a Notice Packet in English and Spanish.
5 Each Notice Packet will provide: (a) information regarding the nature of the Action; (b) a
6 summary of the Settlement's principal terms; (c) the Class definition; (d) the total number of
7 Workweeks each respective Class Member worked for Defendant during the Settlement Class
8 Period; (e) each Class Member's estimated Individual Settlement Payment and the formula for
9 calculating the Individual Settlement Payment; (f) the dates which comprise the Class Period; (g)
10 the deadlines by which the Class Member must postmark the Request for Exclusion, Objection
11 Form, or Workweek Dispute Form; (h) the claims to be released, as set forth herein; and (j) the
12 date for the final approval hearing.

13 55. Disputed Information on Notice: Class Members will have an opportunity to
14 dispute the information provided in their Notice Packet. To the extent Class Members dispute the
15 number of Workweeks with which they have been credited or the amount of their Individual
16 Settlement Payment, Class Members shall be provided with a "Workweek Dispute Form" with
17 the Notice Packet. Class Members may submit the Workweek Dispute Form and produce
18 evidence to the Settlement Administrator showing that such information is inaccurate. Absent
19 evidence rebutting Defendant's records, Defendant's records will be presumed determinative.
20 However, if a Class Member produces evidence to the contrary by the Response Deadline, the
21 Parties will evaluate the evidence submitted by the Class Member and the Parties will make the
22 final decision as to the number of eligible Workweeks that should be applied and/or the Individual
23 Settlement Payment to which the Class Member may be entitled. If the Parties do not agree, the
24 dispute will be submitted to the Court. A "Workweek Dispute Form" is attached hereto as Exhibit
25 D.

26 56. Defective Submissions: If a Class Member's Request for Exclusion is defective as
27 to the requirements listed herein, that Class Member will be given an opportunity to cure the
28 defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3)

1 business days of receiving the defective submission to advise the Class Member that his or her
2 submission is defective and that the defect must be cured to render the Request for Exclusion
3 valid. The Class Member will have until the later of (a) the Response Deadline or (b) fifteen (15)
4 calendar days from the date of the cure letter, whichever date is later, to postmark a revised
5 Request for Exclusion. If a Class Member responds to a cure letter by filing a defective claim,
6 then the Settlement Administrator will have no further obligation to give notice of a need to cure.
7 If the revised Request for Exclusion is not postmarked within that period, it will be deemed
8 untimely.

9 57. Request for Exclusion Procedures: Any Class Member wishing to be excluded
10 from the Class Settlement must sign and postmark a written Request for Exclusion to the
11 Settlement Administrator by the Response Deadline. The Class Member wishing to be excluded
12 may submit the Request for Exclusion Form or submit their own written exclusion which must
13 include (a) the Class Member’s name, address, telephone number, and the last four digits of the
14 Class Member’s Social Security number and/or the Employee ID number and (b) a clear statement
15 requesting to be excluded from the settlement of the class claims similar to the following: “I wish
16 to exclude myself from the Class Settlement reached in the matter of *Martinez v. Merit Logistics,*
17 *LLC*. I understand that by excluding myself, I will not receive money from the settlement of my
18 individual claims.” The date of the postmark on the return mailing envelope receipt confirmation
19 will be the exclusive means to determine whether a Request for Exclusion has been timely
20 submitted. All Requests for Exclusion will be submitted to the Settlement Administrator, who
21 will certify jointly to Class Counsel and Defendant’s Counsel the Requests for Exclusion that
22 were timely submitted. All Class Members who do not request exclusion from the Action will be
23 bound by all terms of the Settlement Agreement if the Settlement is granted final approval by the
24 Court. The Request for Exclusion shall not be effective as to the release of claims arising under
25 the Private Attorneys General Act.

26 58. Defendant’s Right to Rescind: If ten percent (10%) or more of the Class Members
27 (rounded to the next whole number) elect not to participate in the Settlement, Defendant may, at
28 its election, rescind the Settlement Agreement and all actions taken in furtherance of it will be

1 thereby null and void. Defendant must meet and confer with Class Counsel prior to exercising
2 this right and must make clear their intent to rescind the Agreement within fourteen (14) calendar
3 days of the Settlement Administrator notifying the Parties of these requests for exclusions. If
4 Defendant exercises its right to rescind the Agreement, Defendant shall be responsible for all
5 Settlement Administration Costs incurred to the date of rescission.

6 59. Settlement Terms Bind All Class Members Who Do Not Exclude Themselves
7 from the Released Class Claims: Upon the complete funding of the Gross Settlement Amount,
8 any Class Member who does not affirmatively exclude themselves of the Settlement by
9 submitting a timely and valid Request for Exclusion Form or other written request for exclusion
10 will be bound by all of its terms, including those pertaining to the Released Class Claims, as well
11 as any Judgment that may be entered by the Court if it grants final approval to the Settlement.
12 Class Members who request to be excluded of the Settlement shall not be bound by such Judgment
13 or release. The names of Class Members who have requested to be excluded of the settlement
14 shall be disclosed to the Counsel for both Plaintiffs and Defendant and noted in the proposed
15 Judgment submitted to the Court.

16 60. Objection Procedures: To object to the Settlement, a Participating Class Member
17 must postmark a valid Objection Form to the Settlement Administrator on or before the Response
18 Deadline. The Objection Form must be signed by the Participating Class Member and contain all
19 information required by this Settlement Agreement including the employees full name, address,
20 telephone number, the last four digits of their social security number and/or Employee ID number,
21 the name of the case and case number, and the specific reason including any legal grounds for the
22 Participating Class Member's objection. The postmark date will be deemed the exclusive means
23 for determining that the Objection Form is timely. Participating Class Members who fail to object
24 in the manner specified above will be foreclosed from making a written objection, but shall still
25 have a right to appear at the Final Approval Hearing in order to have their objections heard by the
26 Court. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage
27 Participating Class Members to submit an Objection Form or appeal from the Order and
28 Judgment. Class Counsel will not represent any Class Members with respect to any objections to

1 this Settlement.

2 61. Certification Reports Regarding Individual Settlement Payment Calculations: The
3 Settlement Administrator will provide Defendant’s Counsel and Class Counsel a weekly report
4 which certifies: (a) the number of Class Members who have submitted valid Requests for
5 Exclusion; (b) the number of Notice Packets returned and re-mailed and (c) whether any Class
6 Member has submitted a challenge to any information contained in the Notice Packet.
7 Additionally, the Settlement Administrator will provide to counsel for both Parties any updated
8 reports regarding the administration of the Settlement Agreement as needed or requested.

9 62. Uncashed Settlement Checks: Any checks issued by the Settlement Administrator
10 to Participating Class Members and PAGA Members will be negotiable for at least one hundred
11 eighty (180) calendar days. If a Participating Class Member or PAGA Member does not cash his
12 or her check for Individual Settlement Payment within one hundred eighty (180) days, the
13 uncashed funds, subject to Court approval, shall be distributed to the Controller of the State of
14 California to be held pursuant to the Unclaimed Property Law, California Civil Code §1500, *et*
15 *seq.* for the benefit of those Participating Class Members and PAGA Members who did not cash
16 their checks until such time that they claim their property. The Parties agree that this disposition
17 results in no “unpaid residue” under California Civil Procedure Code § 384, as the entire Net
18 Settlement Amount will be paid out to Participating Class Members and PAGA Members,
19 whether or not they all cash their check for Individual Settlement Payment. Therefore, Defendant
20 will not be required to pay any interest on such amounts. The Individual Settlement Payments
21 provided to Participating Class Members and to PAGA Members shall prominently state the
22 expiration date or a statement that the check will expire in one hundred eighty (180) days, or
23 alternatively, such a statement may be made in a letter accompanying the Individual Settlement
24 Payment. Expired Individual Settlement Payments will not be reissued, except for good cause and
25 as mutually agreed by the Parties in writing. The Parties agree no unclaimed funds will result
26 from the settlement.

27 63. Administration of Taxes by the Settlement Administrator: The Settlement
28 Administrator will be responsible for issuing to Plaintiffs, Participating Class Members, and Class

1 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid
2 pursuant to this Settlement. The Settlement Administrator will also be responsible for forwarding
3 all payroll taxes and penalties to the appropriate government authorities.

4 64. Tax Liability: Defendant makes no representation as to the tax treatment or legal
5 effect of the payments called for hereunder, and Plaintiffs and Participating Class Members are
6 not relying on any statement, representation, or calculation by Defendant or by the Settlement
7 Administrator in this regard. Plaintiffs and Participating Class Members understand and agree
8 that they will be solely responsible for the payment of any taxes and penalties assessed on the
9 payments described herein. Defendant's share of any employer payroll taxes and other required
10 employer withholdings due on the Individual Settlement Payments, including, but not limited to,
11 Defendant's FICA and FUTA contributions, shall be paid separate and apart from the Gross
12 Settlement Amount.

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

1 66. No Prior Assignments: The Parties and their counsel represent, covenant, and
2 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported
3 to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
4 action, cause of action or right herein released and discharged.

5 67. Release by Participating Class Members: Upon the complete funding of the Gross
6 Settlement Amount and all applicable employer-side payroll taxes by Defendant, Participating
7 Class Members shall fully release and discharge the Released Parties from the Released Class
8 Claims that arose during the Class Period. This release shall be binding on all Participating Class
9 Members.

10 68. Release by the State of California and LWDA: Upon the complete funding of the
11 Gross Settlement Amount by Defendant, Plaintiffs, the LWDA, and the State of California release
12 the Released Parties of the Released PAGA Claims that arose during the PAGA Period. Eligible
13 PAGA Employees will receive their share of the employee portion of the PAGA Payments and
14 will be deemed to have released any claims arising out of PAGA, regardless of whether they
15 exclude themselves from the Release of Class Claims. The fact that a PAGA Employee has
16 decided not to participate in the Class Settlement shall not affect the Release of PAGA Claims
17 under the PAGA for the PAGA Period. The Parties agree that there is no right for a PAGA
18 Employee to exclude themselves or object to the PAGA Settlement. A copy of this Agreement
19 will be provided by Class Counsel to the LWDA concurrently with the submission of the
20 Preliminary Approval Motion.

21 69. Release of Additional Claims & Rights by Plaintiffs: Upon the funding of the
22 Gross Settlement Amount, Plaintiffs Arturo Martinez, Donny Adame, and Anthony Wellington
23 agree—on behalf of themselves only—to the additional following General Release: In
24 consideration of Defendant’s promises and agreements as set forth herein, Plaintiffs hereby fully
25 release the Released Parties from any and all Released Class Claims and Released PAGA Claims
26 and also generally release and discharge the Released Parties from any and all claims, demands,
27 obligations, causes of action, rights, or liabilities of any kind which have been or could have been
28 asserted against the Released Parties arising out of or relating to their employment by Defendant

1 or termination thereof, including but not limited to claims for wages, restitution, penalties,
2 retaliation, defamation, discrimination, harassment or wrongful termination of employment. This
3 release specifically includes any and all claims, demands, obligations and/or causes of action for
4 damages, restitution, penalties, interest, and attorneys' fees and costs (except provided by the
5 Settlement Agreement) relating to or in any way connected with the matters referred to herein,
6 whether or not known or suspected to exist, and whether or not specifically or particularly
7 described herein. Specifically, Plaintiffs Arturo Martinez, Donny Adame, and Anthony Wellington,
8 waive all rights and benefits afforded by California Civil Code Section 1542, which provides:

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

15 This release specifically excludes claims for unemployment insurance, disability, social
16 security, and workers compensation (with the exception of claims arising pursuant to California
17 Labor Code Sections 132(a) and 4553).

18 70. Neutral Employment Reference: Defendant agrees that it will adopt a neutral
19 reporting policy regarding any future employment references related to Plaintiffs. In the event
20 that any potential or future employers of Plaintiffs request a reference regarding Defendant's
21 employment of Plaintiffs Arturo Martinez, Donny Adame, and Anthony Wellington, Defendant shall
22 only provide the requested Plaintiffs' dates of employment and job titles during employment.
23 Defendant shall not refer to the Action or this Settlement.

24 71. Nullification of Settlement Agreement: In the event that: (a) the Court does not
25 finally approve the Settlement as provided herein; (b) the Court strikes or does not approve any
26 material term of this Settlement Agreement; or (c) the Settlement does not become final as written
27 and agreed to by the Parties for any other reason, then this Settlement Agreement, and any
28 documents generated to bring it into effect, will be null and void, all amounts deposited into the

1 QSF will be returned to Defendant, and the Parties shall be returned to their original respective
2 positions. Any order or judgment entered by the Court in furtherance of this Settlement
3 Agreement will likewise be treated as void from the beginning. Should the Court fail to approve
4 this settlement for any reason, the Parties agree that they will return to and attend mediation with
5 a mutually agreed Mediator in an effort to reach a settlement that may be approved by the Court.

6 72. Preliminary Approval Hearing: Plaintiffs will obtain a hearing before the Court to
7 request Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary
8 Approval Order for: (a) conditional certification of the Settlement Class for settlement purposes
9 only, (b) Preliminary Approval of the proposed Settlement Agreement, and (c) setting a date for
10 a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for
11 the Notice Packet to be sent to all Class Members as specified herein. In conjunction with the
12 Preliminary Approval hearing, Plaintiffs will submit this Agreement, which sets forth the terms
13 of the Settlement, and will include the proposed Notice Packet attached as Exhibits A-D.
14 Defendant agrees that it will not oppose Plaintiffs' motion for Preliminary Approval. Any failure
15 by the Court to fully and completely approve the Agreement as to the Action will result in this
16 Settlement Agreement and the Memorandum of Understanding entered into by the Parties, and
17 all obligations under this Settlement Agreement and the Memorandum of Understanding being
18 nullified and voided.

19 73. Final Settlement Approval Hearing and Entry of Judgment: Upon expiration of the
20 deadlines to postmark the Request for Exclusion, Objection Form, or Workweek Dispute Form
21 to the Settlement Agreement, and with the Court's permission, a Final Approval/Settlement
22 Fairness Hearing will be conducted to determine the Final Approval of the Settlement Agreement
23 along with the amounts properly payable for: (a) Individual Settlement Payments; (b) the
24 Attorneys' Fees and Costs; (c) the Class Representative Incentive Payments; and (d) the
25 Settlement Administration Costs. Class Counsel will be responsible for drafting all documents
26 necessary to obtain Final Approval. Any failure by the Court to fully and completely approve the
27 Settlement Agreement as to all of the Action, or the entry of any Order by another Court with
28 regard to the Action which has the effect of modifying material terms of this Agreement or

1 preventing the full and complete approval of the Settlement Agreement as written and agreed to
2 by the Parties, will result in this Agreement and all obligations under this Agreement being null
3 and void. Defendant agrees it shall not oppose the granting of the Motion for Final Approval,
4 provided Defendant has not exercised its right to rescind pursuant to the terms of this Agreement.

5 74. Judgment and Continued Jurisdiction: Upon Final Approval of the Settlement by
6 the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the
7 Judgment to the Court for its approval. After entry of the Judgment, the Court will have continuing
8 jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the terms
9 of the Settlement, (b) Settlement administration matters, and (c) such post-Judgment matters as
10 may be appropriate under court rules or as set forth in this Settlement.

11 75. Exhibits Incorporated by Reference: The terms of this Settlement include the terms
12 set forth in any attached Exhibits, which are incorporated by this reference as though fully set
13 forth herein. Any Exhibits to this Settlement are an integral part of the Settlement.

14 76. Entire Agreement: This Settlement Agreement and any attached Exhibits
15 constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written
16 or oral agreements may be deemed binding on the Parties.

17 77. Amendment or Modification: This Settlement Agreement may be amended or
18 modified only by a written instrument signed by counsel for all Parties or their successors-in-
19 interest.

20 78. Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant
21 and represent they are expressly authorized by the Parties whom they represent to negotiate this
22 Settlement Agreement and to take all appropriate action required or permitted to be taken by such
23 Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other
24 documents required to effectuate the terms of this Settlement Agreement. The Parties and their
25 counsel will cooperate with each other and use their best efforts to affect the implementation of
26 the Settlement. If the Parties are unable to reach agreement on the form or content of any
27 document needed to implement the Settlement, or on any supplemental provisions that may
28 become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance

1 of the Court to resolve such disagreement.

2 79. Binding on Successors and Assigns: This Settlement Agreement will be binding
3 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously
4 defined.

5 80. California Law Governs: All terms of this Settlement Agreement and Exhibits
6 hereto will be governed by and interpreted according to the laws of the State of California.

7 81. Execution and Counterparts: This Settlement Agreement is subject only to the
8 execution of all Parties. However, the Settlement Agreement may be executed in one or more
9 counterparts. All executed counterparts and each of them, including facsimile and scanned copies
10 of the signature page, will be deemed to be one and the same instrument provided that counsel
11 for the Parties will exchange among themselves original signed counterparts.

12 82. Acknowledgement that the Settlement is Fair and Reasonable: The Parties believe
13 this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have
14 arrived at this Settlement after arm's-length negotiations and in the context of adversarial
15 litigation, taking into account all relevant factors, present and potential. The Parties further
16 acknowledge that they are each represented by competent counsel and that they have had an
17 opportunity to consult with their counsel regarding the fairness and reasonableness of this
18 Settlement.

19 83. Invalidity of Any Provision: Before declaring any provision of this Agreement
20 invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible
21 consistent with applicable precedents so as to define all provisions of this Agreement valid and
22 enforceable.

23 84. Waiver of Certain Appeals: The Parties agree to waive appeals and to stipulate to
24 class certification for purposes of this Settlement only; except, however, that either party may
25 appeal any court order that materially alters the Settlement Agreement's terms.

26 85. Class Action Certification for Settlement Purposes Only: The Parties agree to
27 stipulate to class action certification only for purposes of the Settlement. If, for any reason, the
28 Settlement is not approved, the stipulation to certification will be void. The Parties further agree

1 that certification for purposes of the Settlement is not an admission that class action certification
2 is proper under the standards applied to contested certification motions and that this Agreement
3 will not be admissible in this or any other proceeding as evidence that either: (a) a class action
4 should be certified or (b) Defendant is liable to Plaintiffs or any Class Member, other than
5 according to the Settlement's terms.

6 86. Non-Admission of Liability: The Parties enter into this Agreement to resolve the
7 dispute that has arisen between them and to avoid the burden, expense and risk of continued
8 litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, it
9 has violated any federal, state, or local law; violated any regulations or guidelines promulgated
10 pursuant to any statute or any other applicable laws, regulations or legal requirements; breached
11 any contract; violated or breached any duty; engaged in any misrepresentation or deception; or
12 engaged in any other unlawful conduct with respect to their employees. Neither this Agreement,
13 nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed
14 as an admission or concession by Defendant of any such violations or failures to comply with any
15 applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this
16 Agreement and its terms and provisions shall not be offered or received as evidence in any action
17 or proceeding to establish any liability or admission on the part of Defendant or to establish the
18 existence of any condition constituting a violation of, or a non-compliance with, federal, state,
19 local or other applicable law.

20 87. Captions: The captions and section numbers in this Agreement are inserted for the
21 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
22 provisions of this Agreement.

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

27 89. Dispute About Terms: Should a dispute arise about the terms of this Agreement,
28 such disputes shall be submitted to Lynn Frank for consultation.

1 90. Enforcement Action: In the event that one or more of the Parties institutes any
2 legal action or other proceeding against any other Party or Parties to enforce the provisions of this
3 Settlement or to declare rights and/or obligations under this Settlement, the successful Party or
4 Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys’
5 fees and costs, including expert witness fees incurred in connection with any enforcement actions.

6 91. Mutual Preparation: The Parties have had a full opportunity to negotiate the terms
7 and conditions of this Agreement. Accordingly, this Agreement will not be construed more
8 strictly against one Party than another merely by virtue of the fact that it may have been prepared
9 by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations
10 between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

11 92. Representation By Counsel: The Parties acknowledge that they have been
12 represented by counsel throughout all negotiations that preceded the execution of this Agreement,
13 and that this Agreement has been executed with the consent and advice of counsel and reviewed
14 in full. Further, Plaintiffs and Class Counsel warrant and represent that there are no liens on the
15 Agreement.

16 93. All Terms Subject to Final Court Approval: All amounts and procedures described
17 in this Settlement Agreement herein will be subject to final Court approval.

18 94. Cooperation and Execution of Necessary Documents: The Parties agree to
19 cooperate to promote participation in the Settlement, and in seeking court approval of the
20 Settlement. The Parties and their counsel agree not to take any action to encourage any Class
21 Members to request exclusion of and/or object to the Settlement. Defendant agrees not to obtain
22 any settlement agreement waivers, *Pick-Up Stix* agreements or arbitration agreements from any
23 Class Member prior to the funding of the Gross Settlement Amount concerning claims released
24 via this Agreement, or enter into any arbitration agreement with any Class Member that covers
25 the claims released via this Agreement during the Settlement approval process prior to the funding
26 of the Gross Settlement Amount and that the Parties will work in good faith to reach an agreement
27 approved by the Court.

28 95. Confidentiality: The Parties and their counsel agree to keep the terms of the

1 Settlement confidential until the filing of Plaintiffs' Motion for Preliminary Approval. Plaintiffs,
2 Class Counsel, Defendant and its counsel agree that they will not issue any press releases, initiate
3 any contact with the press, respond to any press inquiry or have any communication with the press
4 about the fact, amount or terms of the Settlement Agreement. Nothing in this Settlement
5 Agreement shall limit Defendant's ability to fulfill disclosure obligations reasonably required by
6 law or in furtherance of business purposes, including the fulfillment of obligations stated in this
7 Settlement Agreement or limit Class Counsel's communications with the Class Members in
8 furtherance of approval of this Settlement.

9 96. Binding Agreement: The Parties warrant that they understand and have full
10 authority to enter into this Settlement, and further intend that this Settlement Agreement will be
11 fully enforceable and binding on all Parties and agree that it will be admissible and subject to
12 disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality
13 provisions that otherwise might apply under federal or state law.

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Dated: 10/20/2022

PLAINTIFF

By: 
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Arturo Martinez

Dated: _____

PLAINTIFF

By: _____
Donny Adame

Dated: _____

PLAINTIFF

By: _____
Anthony Wellington

Dated: _____

DEFENDANT

MERIT LOGISTICS, LLC

By: _____

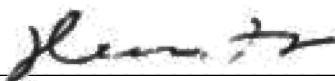
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Approved As To Form And Content:

Dated: October 20, 2022

PROTECTION LAW GROUP, LLP

By: 

Heather Davis, Esq.
Attorneys for Plaintiff Arturo Martinez

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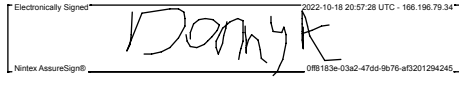
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PLAINTIFF

By: _____
Arturo Martinez

Dated: 10/18/2022

PLAINTIFF

By: 
Donny Adame

Dated: _____

PLAINTIFF

By: _____
Anthony Wellington

Dated: _____

DEFENDANT
MERIT LOGISTICS, LLC

By: _____
Name: _____
Title: _____

Approved As To Form And Content:

Dated: _____

PROTECTION LAW GROUP, LLP

By: _____
Heather Davis, Esq.
Attorneys for Plaintiff Arturo Martinez

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PLAINTIFF

By: _____
Arturo Martinez

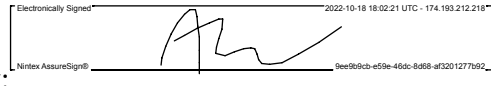
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PLAINTIFF

By: _____
Donny Adame

Dated: 10/18/2022

PLAINTIFF

By: 
Anthony Wellington

Dated: _____

DEFENDANT

MERIT LOGISTICS, LLC

By: _____
Name: _____
Title: _____

Approved As To Form And Content:

Dated: _____

PROTECTION LAW GROUP, LLP

By: _____
Heather Davis, Esq.
Attorneys for Plaintiff Arturo Martinez

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PLAINTIFF

By: _____
Arturo Martinez

Dated: _____

PLAINTIFF

By: _____
Donny Adame

Dated: _____


PLAINTIFF

By: _____
Anthony Wellington

Dated: October 19, 2022

DEFENDANT

MERIT LOGISTICS, LLC

By: 
Name: VERN MALPASS
Title: COO

Approved As To Form And Content:

Dated: _____

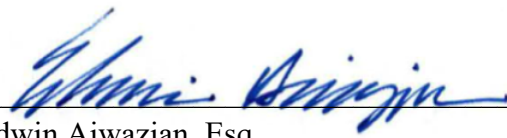
PROTECTION LAW GROUP, LLP

By: _____
Heather Davis, Esq.
Attorneys for Plaintiff Arturo Martinez

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Dated: October 18, 2022

LAWYERS *for* JUSTICE, PC

By: 
Edwin Aiwazian, Esq.
Attorneys for Plaintiffs Donny Adame and
Anthony Wellington

Dated: _____

THE MALONEY FIRM, APC

By: _____
Patrick M. Maloney, Esq.
Attorneys for Defendant

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Dated: _____

LAWYERS *for* JUSTICE, PC

By: _____

Edwin Aiwazian, Esq.
Attorneys for Plaintiffs Donny Adame and
Anthony Wellington

Dated: October 19, 2022

THE MALONEY FIRM, APC

By: 

Patrick M. Maloney, Esq.
Attorneys for Defendant