

AMENDED JOINT STIPULATION AND SETTLEMENT AGREEMENT

Subject to final approval by the Superior Court, this Amended Joint Stipulation and Settlement Agreement is between Plaintiff Oscar Lopez Villareal ("Plaintiff"), individually and on behalf of all similarly situated persons and Deco Logistics, Inc. dba Container Connection, Southern Counties Express, Inc., Universal Intermodal Services, Inc., Universal Capacity Solutions, LLC, UACL Logistics, LLC, Roadrunner Intermodal Services, LLC, Purchased Transportation Services, Inc., Morgan Southern, Inc., Wando Trucking, LLC, and Central Cal Transportation, LLC, (collectively "Defendants"), on the other hand (jointly referred to as the "Parties"). This agreement supersedes in all respect the Parties' Joint Stipulation and Settlement Agreement signed on November 2 and 3, 2022.

I. DEFINITIONS

In addition to the other terms defined in this Settlement, the terms below have the following meaning:

- A. **Action:** *Oscar I. Lopez Villareal v. Deco Logistics Inc. dba Container Connection*, originally filed in the Superior Court for the State of California, County of Riverside, Case No. RIC2001519.
- B. **Administration Costs:** The costs incurred by the Settlement Administrator to administer this Settlement, not to exceed Twenty-One Thousand Dollars (\$21,000.00). All Administration Costs shall be paid from the Gross Fund Value.
- C. **Class Action Complaint:** The Third Amended Complaint filed on September 12, 2022.
- D. **Class Counsel Attorney Fee Award:** The amount, up to one third of the Gross Fund Value, or Two Million Sixty-Six Thousand Six Hundred Sixty-Six Dollars (\$2,066,666.66), subject to court approval, which will be awarded to Class Counsel under the terms of this Settlement. The Attorney Fee Award shall be paid from the Gross Fund Value and will not be opposed by Defendant. If the Superior Court awards less than the amount requested, any amount not awarded will become part of the Net Fund Value for distribution to Participating Class Members.
- E. **Class Counsel Cost Award:** The amount that the Superior Court orders Defendants to pay or causes to be paid, based on this Settlement, to Class Counsel for payment of actual litigation costs, which will be up Twenty Thousand Dollars (\$20,000.00). The Cost Award will be paid from the Gross Fund Value and will not be opposed by Defendant. The Cost Award is subject to Superior Court approval. If the Superior Court awards less than the amount request, any amount not awarded will become part of the Net Fund Value for distribution to Participating Class Members.

- F. **Class Counsel**: Kevin Mahoney and Berkeh Alemzadeh of the Mahoney Law Group, APC.
- G. **Class Information**: means information regarding Settlement Class Members that Defendants have in good faith compiled from their records and will provide to the Settlement Administrator as a Microsoft Excel spreadsheet to include: each Settlement Class Member's full name; last known address; last known home telephone number; Social Security Number; start dates of employment; and end dates of employment. The Settlement Administrator shall maintain the Class Information in confidence; access shall be limited to those with a need to use the Class Information as part of the administration of the Settlement. Class Information shall not be shared with Class Counsel.
- H. **Class Member**: Each individual eligible to participate in this Settlement who is a member of the Class, which includes all truck drivers classified as independent contractors by Deco Logistics, Inc, dba Container Connection, Southern Counties Express, Inc., Universal Intermodal Services, Inc., Universal Capacity Solutions, LLC, UACL Logistics, LLC, Roadrunner Intermodal Services, LLC, Purchased Transportation Services, Inc., Morgan Southern, Inc., Wando Trucking, LLC, and Central Cal Transportation, LLC, who drove for Defendants in California at any time during the Class Period. The Class contains approximately one thousand six hundred ninety-four (1694) Class Members.
- I. **Class Notice or Notice**: The Notice of Class Action Settlement, which is inclusive of claims stated in the Third Amended Complaint and those based solely upon the facts alleged in the notice to the LWDA, substantially similar to the form attached hereto as **Exhibit A**, subject to court approval.
- J. **Class Period**: The time period of June 8, 2016 through August 31, 2022. There are a total of approximately one hundred fifty-four thousand three hundred six (154,306) workweeks worked by Class Members and PAGA Group Members during the Class and PAGA Period.
- K. **Class Claims Released**: means all claims that are alleged in the Class Action Complaint or claims that could have been alleged in the Class Action Complaint based on the same facts alleged in the Class Action Complaint, including claims for: (a) failure by Defendants to pay minimum wages, overtime wages, or any other wages due; (b) failure by Defendants to timely pay wages at termination; (c) failure by Defendants to provide meal or rest periods or to pay meal or rest period premiums; (d) failure by Defendants to provide compliant wage statements; (e) failure by Defendants to indemnify for expenditures or losses in discharge of duties; and (f) claims for unfair business practices in violation of California Business & Professions Code § 17200 et seq; and (g) violations or breach of the California Labor Code during the Class Period from conduct alleged in the Class Action Complaint, including Labor Code sections 201, 202,

203, 204, 204b, 206, 210, 226, 226.2, 226.3, 226.7, 226.8, 510, 512, 558, 1174, 1174.5, 1182.12 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802.

- L. **Class Representative or Plaintiff:** Oscar I. Lopez Villareal.
- M. **Class Representative Incentive Payment:** The amount the Superior Court awards to Plaintiff for his services as the Class Representative, which will be up to Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00). This payment shall be paid from the Gross Fund Value and will not be opposed by Defendant. This incentive is subject to approval of the Superior Court. If the Superior Court awards less than the amount requested, any amount not awarded will become part of the Net Fund Value for distribution to Participating Class Members.
- N. **Counsel for Defendant:** Victor J. Cosentino of Larson & Gaston, LLP. (Attorneys for Defendants Deco Logistics Inc. dba Container Connection)
- O. **Court:** means the Superior Court of California, County of Riverside.
- P. **Defendants:** Deco Logistics Inc. dba Container Connection, Southern Counties Express, Inc., Universal Intermodal Services, Inc., Universal Capacity Solutions, LLC. UACL Logistics, LLC, Roadrunner Intermodal Services, LLC, Purchased Transportation Services, Inc., Morgan Southern, Inc., Wando Trucking, LLC; and Central Cal Transportation, LLC.
- Q. **Effective Final Settlement Date:** The effective date of this Settlement will be the date the Court has granted final approval of the Settlement and the Settlement is fully funded.
- R. **Final Approval:** The final order entered by the Superior Court finally approving this Settlement.
- S. **Final Approval Hearing:** means the hearing to be conducted by the Court to determine whether to finally approve and implement the terms of this Settlement.
- T. **Final Approval Order** means the Court's entry of an order finally approving this Settlement in accordance with the terms of this Settlement Agreement and substantially in the form of the Proposed Final Approval Order attached hereto as Exhibit ?
- U. **Gross Fund Value:** The total value of the Settlement is a non-reversionary Six Million Two Hundred Thousand Dollars (\$6,200,000.00), excluding the employer's portion of payroll taxes. This is the gross amount Defendants can be required to pay or cause to be paid under this Settlement, which includes without limitation: (1) the Net Fund Value to be paid to Participating Class

Members; (2) Attorney Fee Award and Cost Award to Class Counsel for attorneys' fees and costs, as approved by the Superior Court; (3) the Class Representative Incentive payment paid to the Class Representative, as approved by the Superior Court; (4) Administration Costs, as approved by the Superior Court; and (5) the PAGA Payment to the LWDA and to Participating Class Members, as approved by the Superior Court. No portion of the Gross Fund Value will revert to Defendants for any reason. Defendants shall not be required to pay more than the Gross Fund Value as long as the number of Class Members does not increase by more than ten percent (10%) between the time of this Settlement is executed and the time of Preliminary Approval. Should the number of Class Members increase by more than ten percent (10%), the Gross Fund Value shall increase proportionately — e.g., if the number of Class Members increase by eleven (11%) percent, the Gross Settlement Amount shall also increase by eleven percent (11%). Under no other circumstances shall Defendants be required to pay more than the Gross Fund Value except as provided for in this Settlement. For the purposes of this section, the total number of Class Members at the time this Settlement is executed is one thousand six hundred ninety-four (1694).

- V. **Individual Settlement Share(s)**: The amount payable to each Participating Class Member under the terms of this Settlement. Class Members are not required to submit a claim form to receive their Individual Settlement Shares pursuant to this Settlement.
- W. **Judgment**: means the judgment entered by the Court after it grants final approval of this Settlement.
- X. **LWDA**: California Labor and Workforce Development Agency.
- Y. **LWDA Notice**: means, Plaintiff's letter to the LWDA dated April 3, 2020.
- Z. **Net Fund Value or Net Settlement Amount**: mean the net amount available for payment of Individual Settlement Awards to Participating Settlement Class Members after deducting from the Gross Fund Value (1) Class Counsel Attorney Fee Award; (2) Class Counsel Cost Award, (3) Class Representative Incentive Payment; (4) LWDA share of PAGA Payment; and (5) Administration Costs.
- AA. **Notice of Settlement**: means the Notice of Class Action Settlement (substantially in the form attached hereto as Exhibit A).
- BB. **Objection to Settlement**: The Notice Packet shall state that Settlement Class Members who wish to remain Class Members, but desire to object to the Settlement must not submit a Request for Exclusion and must submit a written statement of objection ("Notice of Objection") by the Response Deadline to the Claims Administrator. The Notice of Objection must be signed by the

Settlement Class Member or his or her authorized representative and state: (1) the full name of the Settlement Class Member; (2) if possible, the dates of employment of the Settlement Class Member; and, (3) whether the Settlement Class Member intends to appear at the Final Approval Hearing. The Notice of Objection must be postmarked by the Response Deadline and returned to the Claims Administrator at the specified address. Settlement Class Members whose Notice Packet, have been re-mailed, shall have an additional fourteen (14) calendar days from the re-mailing or until the Response Deadline has expired, whichever is later, to submit a Notice of Objection. Within five (5) days of receiving a notice of objection from a Settlement Class Member, the Claims Administrator shall forward the notice of objection to Class Counsel and Defense Counsel. The Parties will thereafter lodge the Settlement Class Member's Notice of Objection with the Court. Written objections will be lodged with the Court even if the objector does not state their intent to appear at the Final Approval Hearing. Settlement Class Members, regardless of whether or not they submit a timely Notice of Objection, will have a right to appear at the Final Approval Hearing, with or without an attorney, in order to have their objections heard by the Court. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to file or serve written objections to the Settlement or appeal from the Final Judgment. Class Counsel shall not represent any Settlement Class Members with respect to any such objections. If an objector submits an objection without stating whether the Class Member intends to appear at the hearing, the Parties will file the Objection so that the Court may consider the Objection.

CC. **PAGA:** The California Labor Code Private Attorneys General Act of 2004 (Cal. Labor Code §§ 2698 *et seq.*).

DD. **PAGA Group Members:** The Plaintiff and all truck drivers classified as independent contractors by Deco Logistics, Inc, dba Container Connection, Southern Counties Express, Inc., Universal Intermodal Services, Inc., Universal Capacity Solutions, LLC, UACL Logistics, LLC, Roadrunner Intermodal Services, LLC, Purchased Transportation Services, Inc., Morgan Southern, Inc., Wando Trucking, LLC, and Central Cal Transportation, LLC, who drove for Defendants in California at any time during the PAGA Period. The PAGA Group Member consists of approximately one thousand two hundred seventeen (1,217) employees.

EE. **PAGA Notice:** means that letter dated April 3, 2020 from the Mahoney Law Group to the LWDA and Defendants sent on behalf of Plaintiff and Allegedly Aggrieved Employees constituting written notice required by Labor Code section 2699.3 of alleged violations of the California Labor Code by Defendants and all and any and all related, parent, and/or alter ego companies, corporations, partnerships, subsidiaries, and/or business entities, as well as against any and all officers, owners, directors, managers, managing agents, or entities who are or may be liable under law for any of the violations alleged.

- FF. PAGA Payment:** The PAGA Payment consists of Fifty Thousand Dollars (\$50,000.00) of the Gross Fund Value, which is allocated to satisfy the PAGA penalties claim as alleged in the Action. Seventy-five percent (75%) of the PAGA Payment Thirty-Seven Thousand Five Hundred Dollars (\$37,500.00) shall be paid to the LWDA, and twenty-five percent (25%) twelve Thousand Five-Hundred Dollars (\$12,500.00) of the PAGA Payment shall be part of the Net Settlement Value to be distributed to Participating Class Members who are eligible for PAGA penalties.
- GG. PAGA Period:** The PAGA period is defined as June 8, 2019 through August 31, 2022.
- HH. PAGA Released Claims:** means the claims for civil penalties under PAGA based on the Labor Code violations alleged in the PAGA Notice sent by Plaintiff to the LWDA on April 3, 2020 and all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Third Amended Complaint, those being California Labor Code Sections 201-204, 206, 210, 226, 226.2, 226.3, 226.7, 226.8, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802. This release shall only be binding on Plaintiff and the State of California. Plaintiff does not release any aggrieved employee's claim for wages or damages with respect to this PAGA release
- II. Participating Class Members:** All Class Members who do not submit a valid and timely request to exclude themselves from this Settlement, as detailed in Section III.L.5.
- JJ. Parties:** Collectively, Plaintiff and Defendants.
- KK. Preliminary Approval or Preliminary Approval Order:** The Superior Court's order preliminarily approving the proposed Settlement.
- LL. Qualified Settlement Fund:** A fund within the meaning of Treasury Regulation § 1.46B-1, 26 C.F.R. § 1.468B-1 et seq., that is established by the Settlement Administrator for the benefit of Participating Class Members, Plaintiff, and Class Counsel.
- MM. Released Parties:** Deco Logistics, Inc. dba Container Connection, Container Connection of Southern California, Inc., Southern Counties Express, Inc., Universal Intermodal Services, Inc., Universal Capacity Solutions, LLC. UACL Logistics, LLC, Roadrunner Intermodal Services, LLC, Purchased Transportation Services, Inc., Morgan Southern, Inc., Wando Trucking, LLC; and Central Cal Transportation, LLC and each and any of their officers, directors, employees, and/or agents.

- NN. **Releasing Parties:** Plaintiff and the Participating Class Members, and all persons purporting to act on their behalf or purporting to assert a class claim under or through them, including but not limited to, their dependents, spouses, heirs and assigns, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, representatives, agents, and successors-in-interest, whether individual, class, representative, legal, equitable, direct or indirect, or any other type or in any other capacity.
- OO. **Response Deadline:** Sixty (60) calendar days from the initial mailing of the Class Notice.
- PP. **Settlement:** The settlement agreement reflected in this document, titled “Amended Joint Stipulation and Settlement Agreement.”
- QQ. **Settlement Administration:** The Settlement Administrator will conduct a skip trace for the addresses of all Class Members who are no longer active drivers for the Defendant. The Settlement Administrator will mail the Class Notice by first class U.S. mail to all Class Members at the address Defendants have on file for those Class Members, subject to update by the Settlement Administrator’s skip trace. The Class Notice will inform Class Members that they have until the Response Deadline to either object to the Settlement or to opt-out of the Settlement. Any Class Member who does not receive the Class Notice after the steps outlined above have taken place will still be bound by the Settlement and Judgment.
- RR. **Settlement Administrator:** The third-party administrator agreed upon by Parties to administer this Settlement is Phoenix Class Action Administration Solutions.
- SS. **Superior Court:** The Superior Court of California, County of Riverside, Department 6, 4050 Main Street, Riverside, California 9250, where the Action is currently pending.

II. **RECITALS**

- A. On June 8, 2020, Plaintiff filed a PAGA action against Defendant.
- B. On October 11, 2021 the Parties engaged in mediation with mediator Hon. Carl West (Ret.). Prior to mediation, the Parties conducted significant investigation and discovery of the facts and law. Defendants produced hundreds of documents relating to their policies, practices, and procedures regarding classification of workers and operational policies. As part of Defendants’ production, Plaintiff represents he also reviewed pay records and information relating to the size and scope of the Class, as well as data permitting Plaintiff to understand the number of workweeks and pay periods in the Class Period. The Parties agree that the above-described investigation and evaluation, as well as

the information exchanged during the settlement negotiations, are more than sufficient to assess the merits of the respective Parties' positions and to compromise the issues on a fair and equitable basis.

- C. The Parties agreed to stipulate to amend the complaint in the Action to encompass both Class and PAGA claims relating back to the date of the initial complaint was filed. Plaintiff filed the Second Amended Complaint on August 8, 2022. Plaintiff subsequently filed a Third Amended Complaint to include a cause of action for violation of Bus. Prof. Code 17200 et. seq.
- D. **Benefits of Settlement to Class Members.** Plaintiff and Class Counsel recognize the expense and length of continued proceedings necessary to continue the litigation against Defendants through trial and through any possible appeals. Plaintiff and Class Counsel also have taken into account the uncertainty and risk of further litigation, the potential outcome, and the difficulties and delays inherent in such litigation. Plaintiff and Class Counsel have conducted extensive settlement negotiations, including formal conversations and written correspondence before and after the mediation. Based on the foregoing, Plaintiff and Class Counsel believe the Settlement set forth in this Settlement is a fair, adequate, and reasonable settlement, and is in the best interests of the Class Members.
- E. **Defendants' Reasons for Settlement.** Defendants recognize that the defense of this litigation may be protracted and expensive. Substantial amounts of time, energy, and resources of the defense have been and, unless this Settlement is made, will continue to be devoted to the defense of the claims asserted by Plaintiff. Defendants, therefore, has agreed to settle in the manner and upon the terms set forth in this Settlement to put to rest the Released Claims.
- F. **Defendants' Denial of Wrongdoing.** Defendants generally and specifically deny any and all liability or wrongdoing of any sort with regard to any of the claims alleged, makes no concessions or admissions of liability of any sort, and contends that for any purpose other than Settlement, the Action is not appropriate for class treatment or for representative treatment. In particular, Defendants assert that: Class Members were properly classified as independent contractors and were not employees; Class Members operate independent businesses distinct from the Company; Defendants did not control the means and manner of performance by Class Members; Class Members invested in their own equipment, materials, and licensing; Class Members were free to negotiate their rates; Class Members could accept and reject loads at their sole discretion without adverse consequences; Class Members could set their own work schedules; Class Members were free to hire their own employees; and Class Members could negotiate and agree to contract cancellation terms. Defendants asserts a number of defenses to the claims, and have denied any wrongdoing or liability arising out of any of the alleged facts or conduct in the Action. Neither this Settlement, nor any document referred to or contemplated by this

Settlement, nor any action taken to carry out this Settlement, is or may be construed as, or may be used as an admission, concession, or indication by or against Defendants or any of the Released Parties of any fault, wrongdoing, or liability whatsoever. Nor should the Settlement be construed as an admission that Plaintiff can serve as an adequate Class Representative except for purposes of this Settlement. There has been no final determination by any court as to the merits of the claims asserted by Plaintiff against Defendants or as to whether a class or classes should be certified, other than for settlement purposes only.

- G. Plaintiff's Claims.** Plaintiff asserts that Defendants' defenses are without merit. Neither this Settlement nor any documents referred to or contemplated by this Settlement, nor any action taken to carry out this Settlement is, may be construed as, or may be used as an admission, concession or indication by or against Plaintiff, Class Members, or Class Counsel as to the merits of any claims or defenses asserted, or lack thereof, in the Action. However, in the event that this Settlement is finally approved by the Superior Court, Plaintiff and Class Counsel will not oppose Defendants' efforts to use this Settlement to prove that Plaintiff and Class Members have resolved and are forever barred from re-litigating the Released Claims.

III. SETTLEMENT TERMS AND CONDITIONS

- A. Gross Fund Value.** Subject to the terms and conditions of this Settlement, Defendants shall fund a Gross Fund Value of Six Million Two Hundred Thousand Dollars (\$6,200,000.00). Under no circumstances will Defendants be required to pay or cause to be paid greater than the Gross Fund Value except under the terms of this Settlement.
- B. Notice to the Labor and Workforce Development Agency ("LWDA").** On April 3, 2020, Plaintiff filed and served his Notice of Labor Code Violations Pursuant to Labor Code Section 2699.3 and waited the statutory time period needed without response from the LWDA to file the PAGA complaint. Thus, Plaintiff represents that he has satisfied his notice obligations under the PAGA. Plaintiff will also provide notice of the initial fully executed version of this settlement to the LWDA within 7 days of the date of this Settlement.
- C. Class Certification.** Solely for the purposes of this Settlement, the Parties stipulate and agree to certification of the claims asserted on behalf of Class Members. As such, the Parties stipulate and agree that in order for this Settlement to occur, the Superior Court must certify the Class as defined in this Settlement.
- D. Conditional Nature of Stipulation for Certification.** The Parties stipulate and agree to the certification of the claims asserted on behalf of Plaintiff and Class Members for purposes of this Settlement only. If the Settlement does not become effective, the fact that the Parties were willing to stipulate to

certification as part of the Settlement shall not be admissible or used in any way in connection with the Action, including the question of whether the Superior Court should certify any claims in a non-settlement context in the Action or in any other lawsuit. If the Settlement does not become effective, Defendants reserve the right to contest any issues relating to class certification and liability.

- E. Appointment of Class Representative.** Solely for the purposes of this Settlement, the Parties stipulate and agree that Plaintiff Oscar I. Lopez Villareal shall be appointed as representative for the Class.
- F. Appointment of Class Counsel.** Solely for the purpose of this Settlement, the Parties stipulate and agree that the Superior Court appoint Kevin Mahoney and Berkeh Alemzadeh of the Mahoney Law Group, APC as Class Counsel to represent the Class.
- G. Individual Settlement Share.** Subject to the terms and conditions of this Settlement, the Settlement Administrator will pay an Individual Settlement Share from the Net Fund Value to each Participating Class Member.

 - 1. Individual Settlement Share Calculation.** Each Participating Class Member will receive a proportionate share of the Net Fund Value that is equal to (i) the number of pay periods he or she worked based on the Class data provided by Defendants, divided by (ii) the total number of pay periods worked by all Participating Class Members based on the same Class data, which is then multiplied by the Net Fund Value. One day worked in a given pay period will be credited as a pay period for purposes of this calculation. Therefore, the value of each Class Member's Individual Settlement Share ties directly to the amount of pay periods that he or she worked.
 - 2. Tax Withholdings.** Each putative class member's gross settlement award will be apportioned as follows: ten percent (10%) wages for which each Class Member will be issued an IRS Form W-2, and ninety (90%) to reimbursement of expenses, interest and penalties for which each Participating Class Members will be issued an IRS Form 1099. The Settlement Administrator will deduct applicable taxes from the wage portion of the settlement payment.
- H. PAGA Payment and Allocation.** Out of the Gross Fund Value that is ultimately preliminarily approved, Defendants shall pay the PAGA Payment. Of the PAGA Payment, seventy-five percent (75%) or \$37,500.00) will be paid to the LWDA and twenty-five percent (25%) or \$12,500.00) will be distributed to each PAGA Group Member as a pro-rata share of the Fifty Thousand Dollars (\$50,000.00) allocated as PAGA penalties, and calculated by the Settlement Administrator as follows:

1. **Allocation of PAGA Payment to PAGA Group Members.** Each PAGA Group Member's individual Payment will be calculated based on the total number of weekly pay periods he or she worked during the PAGA Period. To establish the workweek value, the Settlement Administrator will first determine the total number of weekly pay periods worked by PAGA Group Members during the PAGA Period. Twenty-five percent (25%) of the PAGA Payment will then be divided by the total number of weekly pay periods worked by PAGA Group Members during the PAGA Period to determine the weekly pay period value. The PAGA Payment paid to PAGA Group Members represents the portion of civil penalties awarded directly under PAGA, and shall be considered one hundred percent (100%) penalties. No taxes will be deducted from the PAGA Payment. PAGA Group Members will not be required to submit a claim form in order to be issued a check for their share of the PAGA Payment.
- I. **PAGA Release.** PAGA Group Members will not be required to submit a claim form in order to receive his or her individual PAGA Payment from the PAGA Allocation. PAGA Group Members shall be deemed to have released all PAGA Released Claims.
- J. **Settlement Disbursement.** Subject to the terms and conditions of this Settlement, the Settlement Administrator will make the following payments out of the Gross Fund Value:
 1. **To the Plaintiff:** In addition to his Individual Settlement Share, and subject to the Superior Court's approval, Plaintiff will receive the Class Representative Incentive Payment of Five Thousand Dollars (\$5,000.00). The Settlement Administrator will pay the Class Representative Incentive Payment out of the Gross Fund Value. Payroll tax withholdings and deductions will not be taken from the Class Representative Incentive Payment. An IRS Form 1099 will be issued to Plaintiff with respect to their Class Representative Incentive Payment. In the event the Superior Court does not approve the entirety of the application for the Class Representative Incentive Payment, the Settlement Administrator shall pay whatever amount the Superior Court awards, and neither Defendants nor the Settlement Administrator shall be responsible for paying the difference between the amount requested and the amount awarded. If the amount awarded is less than the amount requested by Plaintiff, the difference shall become part of the Net Fund Value and be available for distribution to Participating Class Members.
 2. **To Class Counsel:** Class Counsel will apply to the Superior Court for the Class Counsel Attorney Fee Award and the Cost Award. The Settlement Administrator will pay the court-approved amounts for the Attorney Fee Award and Cost Award out of the Gross Fund Value. Payroll tax withholding and deductions will not be taken from the Attorney Fee Award

or the Cost Award. IRS Forms 1099 will be issued to Class Counsel with respect to these payments. In the event the Superior Court does not approve the entirety of the application for the Attorney Fee Award and/or Cost Award, the Settlement Administrator shall pay whatever amount the Superior Court awards, and neither Defendants nor the Settlement Administrator shall be responsible for paying the difference between the amount requested and the amount awarded. If the amount awarded is less than the amount requested by Class Counsel for the Attorney Fee Award and/or Cost Award, the difference shall become part of the Net Fund Value and be available for distribution to Participating Class Members.

3. **To the Responsible Tax Authorities:** The Settlement Administrator will pay the amount of the Participating Class Members' portion of normal payroll withholding taxes out of each person's Individual Settlement Share. The Settlement Administrator shall also pay Defendants' portion of payroll taxes as the current or former employer (including the employer's payment of applicable FICA, FUTA, and SUI contributions, etc.) to the appropriate local, state, and federal taxing authorities. The Settlement Administrator will calculate the amount of the Participating Class Members' and Defendant's portion of payroll withholding taxes and forward those amounts to the appropriate taxing authorities. The Defendants will separately provide their share of payroll taxes as determined by the Settlement Administrator.
4. **To the Settlement Administrator:** The Settlement Administrator will pay to itself court approved Administration Costs. This will be paid out of the Gross Fund Value. If the actual amount of Administration Costs is less than the amount estimated and/or requested, the difference shall become part of the Net Fund Value and be available for distribution to Participating Class Members.
5. **To Class Members:** The Settlement Administrator will pay Participating Class Members according to the Individual Settlement Share calculations set forth above. All payments to Participating Class Members shall be made from the Net Fund Value.

- K. **Appointment of Settlement Administrator.** Solely for the purposes of this Settlement, the Parties stipulate and agree that Phoenix Class Action Administration Solutions shall be retained to serve as Settlement Administrator. The Settlement Administrator shall be responsible for preparing, printing, and mailing the Class Notice to the Class Members; keeping track of any objections or requests for exclusion from Class Members; performing skip traces and remailing Notices and Individual Settlement Shares to Class Members; calculating any and all payroll tax deductions as required by law; calculating each Participating Class Member's Individual Settlement Share; providing weekly status reports to Defendants' Counsel and Class Counsel, which is to

include updates on any objections or requests for exclusion that have been received; providing a due diligence declaration for submission to the Superior Court prior to the Final Approval hearing; calculating and timely providing to Defendants a calculation of the employer's portion of payroll withholdings on the wage component of the Net Settlement Fund; mailing Individual Settlement Shares to Participating Class Members; calculating and mailing the PAGA Payment to the LWDA; distributing the Attorney Fee Award and Cost Award to Class Counsel; printing and providing Participating Class Members and Plaintiff with W-2s and 1099 forms as required under this Settlement and applicable law; providing a due diligence declaration for submission to the Superior Court upon the completion of the Settlement; providing any funds remaining in the Qualified Settlement Fund as a result of uncashed checks to be re-distributed to Class Members who have cashed their checks. Any checks remaining uncashed from the re-distribution ninety (90) days after mailing shall be voided by the Settlement Administrator and submitted to the California State Controller as unclaimed property in the name of the Class Member who did not cash his or her re-distribution check. The Parties each represent that they do not have any financial interest in Phoenix Class Action Administration Solutions or otherwise have a relationship with Phoenix Class Action Administration Solutions that could create a conflict of interest.

L. Procedure for Approving Settlement.

- 1. Amendment of the Complaint.** By this Settlement, the Parties desire to settle and forever resolve both Class and PAGA claims in this Action. In order to efficiently do so, the Parties stipulated to amend the operative Complaint to add Class claims to the Action. The Plaintiff's Second Amended Complaint was filed on August 8, 2022. The Parties subsequently filed a Third Amended Complaint September 12, 2022, to add a cause of action for violation of Bus. Prof. Code 17200 et. seq.
- 2. Motion for Preliminary Approval and Conditional Certification.**
 - a.** Plaintiff will move for an order conditionally certifying the Class for settlement purposes only, giving Preliminary Approval of the Settlement, setting a date for the Final Approval hearing, and approving the Class Notice within a reasonable time after full execution of this Settlement.
 - b.** At the Preliminary Approval hearing, Plaintiff will support the granting of the motion and submit a proposed order granting conditional certification of the Class and Preliminary Approval of the Settlement; appointing the Class Representatives, Class Counsel, and Settlement Administrator; approving the Class Notice; and setting the Final Approval hearing.

- c. In the event that class certification for settlement purposes is deemed null and void, then the conditional class certification for settlement purposes will have no precedential value and it will not be introduced into evidence or used for any other purpose. Provided, however, that the amounts of the Attorney Fee Award, Cost Award, PAGA Payment, Administration Costs, and Class Representative Incentive shall be determined by the Superior Court, and the Superior Court's determination on these amounts shall be final and binding, and that the Superior Court's approval or denial of any amount requested does not void or nullify this Settlement as these items are not conditions of this Settlement, and are to be considered separate and apart from the fairness, reasonableness, and adequacy of this Settlement.
3. **Notice to Class Members.** After the Superior Court enters its Preliminary Approval Order, every Class Member will be provided with the Class Notice (Exhibit A to the Proposed Preliminary Approval Order), Objection Form (Exhibit B to the Proposed Preliminary Approval Order), and Opt-out Form (Exhibit C to the Proposed Preliminary Approval Order), in accordance with the following procedure:
- a. Within twenty (20) calendar days after entry of the Preliminary Approval Order, Defendants shall deliver to the Settlement Administrator an electronic database, which will list for each Class Member: (1) first and last name; (2) last known mailing address; (3) social security number; (4) hire and termination dates; and (5) the total number of workweeks during which the Class Member performed work during the Class Period as a member of the Class ("Database"). If any or all of this information is unavailable to Defendants, Defendants will so inform Class Counsel and the Parties will make their best efforts to reconstruct or otherwise agree upon how to deal with the unavailable information. The Settlement Administrator will conduct a skip trace for the address of all Class Members who are no longer active drivers for the Defendants. The Database shall be based on Defendants' personnel and other business records. The Settlement Administrator shall maintain the Database and all data contained within the Database as private and confidential.
 - b. Within ten (10) business days after receipt of this information from Defendants, the Settlement Administrator will mail the Class Notice to all identified Class Members via first-class regular U.S. Mail, using the mailing address information provided by Defendants and the results of the skip trace performed on all Class Members who are no longer active drivers for the Defendants.
 - c. If a Class Notice is returned because of an incorrect address, within ten (10) calendar days from receipt of the returned Notice, the Settlement

Administrator will conduct a search for a more current address for the Class Member and re-mail the Class Notice to the Class Member. The Settlement Administrator will use the National Change of Address Database and skip traces to attempt to find the current address. The Settlement Administrator will be responsible for taking reasonable steps to trace the mailing address of any Class Member for whom a Class Notice is returned by U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; and promptly re-mailing to Class Members for whom new addresses are found. If the Settlement Administrator is unable to locate a better address, the Class Notice shall be re-mailed to the original address. If the Class Notice is re-mailed, the Settlement Administrator will note for its own records the date and address of each re-mailing. Settlement Class Members to whom Notice Packets are resent after having been returned undeliverable to the Settlement Administrator shall have an additional fourteen (14) days from the date of re-mailing or until the Response Deadline has expired, whichever, is later to submit a Request for Exclusion.

- d. The Settlement Administrator shall provide a weekly status report to the Parties. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defendants' Counsel of the number of Notices mailed, the number of Notices returned as undeliverable, the number of Notices re-mailed, and the number of requests for exclusion received.
 - e. No later than fourteen (14) calendar days after the Response Deadline, the Settlement Administrator will serve on the Parties a declaration of due diligence setting forth its compliance with its obligations under this Settlement. The declaration from the Settlement Administrator shall also be filed with the Superior Court by Class Counsel no later than ten (10) calendar days before the Final Approval hearing. Before the Final Approval hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.
4. **Objections to Settlement.** A Class Member may object to the Class Settlement by completing the Objection Form, that is attached as **Exhibit B** to the Proposed Preliminary Approval Order, and mailing a copy of his/her written objection to the Settlement Administrator at the address listed in the Notice Packet. An objecting Class Member or his or her representative must complete the Objection Form by stating the grounds of his/her objection to the Settlement, signing and dating the form, printing his/her name, providing his/her full address, and mailing it to the Settlement Administrator via U.S. First Class Mail to the address found on the first

page of the Notice Packet, postmarked by no later than the Response Deadline. The Objection Form must be signed by the objecting Class Member or his or her representative, set forth the objecting Class Members' name and address, and state why he/she objects to the proposed Settlement and whether he/she intends to appear at the Final Approval Hearing. Settlement Class Members to whom Notice Packets are resent after having been returned undeliverable to the Settlement Administrator shall have an additional fourteen (14) days from the date of re-mailing or until the Response Deadline has expired, whichever is later to submit his or her objection to the Settlement. Even if a Class Member fails to submit an Objection Form by the deadline, the Class Member or authorized representative may appear at the hearing for final approval and state the basis for the objection at the hearing.

5. **Request for Exclusion from the Settlement ("Opt-Out").** To Opt-Out from the Settlement, a Class Member must submit a written Request for Exclusion Form to the Settlement Administrator by the Response Deadline a copy of which is attached as **Exhibit C** to the Proposed Preliminary Approval Order. The Request for Exclusion must: (1) be signed by the Class Member or authorized representative; and (2) be postmarked by the Response Deadline and delivered to the Settlement Administrator at the specified address. Subject to review by Class Counsel, Counsel for Defendants and the Court, the date of the postmark on the return mailing envelope on the Request for Exclusion shall be the exclusive means used by the Settlement Administrator to determine whether a Class Member has timely requested exclusion from the Settlement. Any Class Member who properly requests to be excluded from the Settlement shall not be entitled to any benefits under the Class Settlement and shall not be bound by the terms of the Class Settlement and shall not have any right to object to the Class Settlement or appeal from the entry of the Judgment. Class Members who do not submit a valid and timely Request for Exclusion as set forth above are Settlement Members and shall be bound by all terms of the Settlement and Judgment entered in this Action upon the Court finally approving the Settlement. Settlement Class Members to whom Notice Packets are resent after having been returned undeliverable to the Claims Administrator shall have an additional fourteen (14) days from the date of re-mailing or until the Response Deadline has expired, whichever is later to submit a Request for Exclusion. Class Members who submit a valid and timely Request For Exclusion Form, will still receive an Individual PAGA Payment if he or she worked during the PAGA Period.

- a. **Confirmation of Authenticity.** If there is a question about the authenticity of a signed request for exclusion, the Settlement Administrator may demand additional proof of the Class Member's identity. Any Class Member who returns a timely, valid, and executed request for exclusion will not participate in or be bound by the

Settlement and subsequent Judgment and will not receive an Individual Settlement Share. A Class Member who returns a valid and executed Request for Exclusion Form will not have standing to object to the Class Settlement. A Class Member who does not complete and mail a timely request for exclusion will automatically be included in the Settlement, will receive an Individual Settlement Share, and be bound by all terms and conditions of the Settlement, if the Settlement is approved by the Superior Court, and by the subsequent Judgment, regardless of whether he or she has objected to the Settlement.

- b. Report.** No later than ten (10) calendar days after the Response Deadline, the Settlement Administrator will provide the Parties with a complete and accurate accounting of the number of Notices mailed to Class Members, the number of Notices returned as undeliverable, the number of Notices re-mailed to Class Members, the number of re-mailed Notices returned as undeliverable, the number of Class Members who objected to the Settlement and copies of their submitted objections, the number of Class Members who returned valid requests for exclusion, and the number of Class Members who returned invalid requests for exclusion.
- 6. Dispute of Workweeks.** Class Members may dispute the information provided in their Class Notice, but must do so in writing, via first class mail, and it must be postmarked by the Response Deadline. To the extent Class Members dispute the number of weeks to which they have been credited or the amount of their Individual Settlement Share, Class Members must produce evidence to the Settlement Administrator showing that such information is inaccurate. Absent evidence rebutting Defendants' records, Defendants' records will be presumed determinative. However, if a Class Member produces evidence to the contrary, the Parties will evaluate the evidence submitted by the Class Member and will make the final decision as to the number of eligible weeks that should be applied and/or the Individual Settlement Share to which the Class Member may be entitled.
- 7. Defendants' Option to Terminate.** If more than five percent (5%) of the Class Members who receive notice submit requests for exclusion, Defendants, at their sole option, may nullify the Settlement within thirty (30) calendar days of learning that five percent (5%) or more of the Class Members timely and properly requested exclusion from the Settlement.
- 8. No Solicitation of Objection or Requests for Exclusion.** Neither the Parties nor their respective counsel will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, request exclusion from the Settlement, or appeal from the Judgment.

9. Motion for Final Approval.

- a. Class Counsel will file unopposed motions and memoranda in support of and for Final Approval of the Settlement and the following payments in accord with the terms of the Settlement, and the Preliminary Approval Order: (1) the Attorney Fee Award; (2) the Cost Award; (3) Administrative Costs; (4) the Class Representative Incentive; and (5) PAGA Payment. Class Counsel will also move the Superior Court for an order of Final Approval (and associated entry of judgment) releasing and barring any Released Claims of the Class Members who do not opt out of the Settlement.
- b. Upon Final Approval of the Settlement, the Parties shall present to the Superior Court a proposed Final Approval Order, approving of the Settlement and entering judgment accordingly.

10. Waiver of Right to Appeal. Provided that the Judgment is consistent with the terms and conditions of this Settlement, if Class Members do not timely object to the Settlement, then the Parties and their respective counsel waive any and all rights to appeal from the Judgment, including, but not limited to, all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate or set aside judgment, and any extraordinary writ, and the Judgment will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceeding, or post-judgment proceeding.

11. Disbursement of Settlement Shares and Payments. Subject to the Superior Court finally approving the Settlement, the Settlement Administrator shall distribute funds pursuant to the terms of this Settlement and the Superior Court's Final Approval Order and Judgment. The maximum amount Defendants can be required to pay or cause to be paid under this Settlement for any purpose is the Gross Fund Value. The Settlement Administrator shall keep Defendants' Counsel and Class Counsel apprised of all distributions from the Gross Fund Value. The Settlement Administrator shall respond to questions from Defendants' Counsel and Class Counsel. No person shall have any claim against Defendants, Defendants' Counsel, Plaintiff, Class Counsel, or the Settlement Administrator based on the distributions and payments made in accordance with this Settlement.

- a. **Calculation of Employer-Side Payroll Withholdings.** No later than (5) calendar days after the Effective Final Settlement Date, the Settlement Administrator shall provide Defendants with the total amount of employer-side payroll withholdings that need to be funded in addition to the Gross Fund Value.

- b. **Funding the Settlement:** No later than fifteen (15) calendar days after the Effective Final Settlement Date Defendants shall pay or cause to be paid the Gross Fund Value of Six Million Two Hundred Thousand Dollars (\$6,200,000.00) plus the amount of employer-side payroll withholdings calculated by the Settlement Administrator into the Qualified Settlement Fund set up by the Settlement Administrator by wiring the funds. Defendants shall also at this time provide any tax information in its possession, custody, or control that the Settlement Administrator may need to calculate each Participating Class Members' Individual Settlement Share.
 - c. **Disbursement:** Within twenty (20) calendar days after the (1) Settlement is funded or (2) the Effective Final Settlement Date, whichever is later, the Settlement Administrator shall calculate and pay all payments due under the Settlement, including all Individual Settlement Shares, the Attorney Fee Award, the Cost Award, the Class Representative Incentive, the PAGA Payment, and the Administration Costs. The Settlement Administrator will forward a check for seventy-five percent (75%) or thirty-seven thousand five hundred dollars (\$37,500.00) of the PAGA Payment to the LWDA for settlement of the PAGA claim.
- 12. Uncashed Checks.** Participating Class Members must cash or deposit their Individual Settlement Share checks within one hundred and eighty (180) calendar days after the checks are mailed to them. If any checks are not redeemed or deposited within ninety (90) calendar days after mailing, the Settlement Administrator will send a reminder postcard indicating that unless the check is redeemed or deposited in the next ninety (90) calendar days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced. If any checks remain uncashed or not deposited by the expiration of the 180-day period, or 90-day period after mailing the reminder notice, whichever is earlier, the Settlement Administrator will, within two hundred (200) calendar days after the checks are initially mailed, submit the amount of each such check to the California State Controller as unclaimed property in the name of the Class Member who did not cash his or her check.
- 13. Final Report by Settlement Administrator.** Within ten (10) calendar days after the disbursement of all funds, the Settlement Administrator will serve on the Parties a declaration providing a final report on the disbursements of all funds.
- 14. Defendant's Legal Fees.** Defendants are responsible for paying for all of Defendants' own legal fees, costs, and expenses incurred in the Action outside of payments to the Gross Fund Value pursuant to this Settlement.

- M. Release of Class Claims by Class Members.** Upon the date the Court enters an order granting final approval of Settlement and Defendants fully fund the Gross Fund Value, the Releasing Parties are fully and forever, irrevocably and unconditionally releasing and discharging the Released Parties from the Released Claims and any rights, damages, punitive or statutory damages, penalties, interest, attorneys' fees, costs, liabilities, expenses, and losses based solely upon the facts alleged in the Class Action Complaint. Plaintiff and Participating Class Members agree not to sue or otherwise make a claim against any of the Released Parties for any of the Released Claims.
- N. Release of PAGA Released Claims by Plaintiff.** Upon the date the Court enters an order granting final approval of Settlement and Defendants fully fund the Gross Fund Value, Plaintiff and Plaintiff on behalf of the State of California fully and forever, irrevocably and unconditionally release and discharge the Released Parties from the PAGA Released Claims based solely upon the PAGA Notice and the facts alleged in the operative Complaint during the PAGA Period. Plaintiff and Plaintiff on behalf of the State of California agree not to sue or otherwise make a claim against any of the Released Parties for any of the PAGA Released Claims. Plaintiff does not release any aggrieved employee's claim for wages or damages."
- O. Plaintiff's Release of Claims and General Release.** Plaintiff agrees to provide a general release to the Released Parties as part of the consideration for the Class Representative Incentive Payment. The Class Representative Incentive Payment is also provided to Plaintiff in recognition of his work and efforts in obtaining the benefits for the Class, and undertaking the risk for the payment of costs in the event the Action had not successfully resolved.
- 1. Release as to Plaintiff:** In addition to those releases set forth in Paragraphs M, N, and O, hereof, with respect to the Released Claims, upon the date the Court enters an order granting final approval of the Settlement and Defendants fully fund the Gross Fund Value, Plaintiff will provide the additional general release ("General Release"): Plaintiff, on her own behalf and on behalf of her heirs, spouses, executors, administrators, attorneys, agents and assigns, fully and finally releases the Released Parties from all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule or regulation arising out of, relating to, or in connection with any act or omission by or on the part of any of the Released Parties committed or omitted prior to the execution of this Agreement., This General Release includes any unknown claims Plaintiff did not know or suspect to exist in her favor at the time of this General Release, which, if known by her, might have affected her settlement with, and release of, the Released Parties or might have affected her decision not to object to this Settlement or this Release. To the extent the foregoing releases are releases

to which Section 1542 of the California Civil Code or similar provisions of other applicable law may apply, Plaintiff expressly waives any and all rights and benefits conferred upon her by the provisions of Section 1542 of the California Civil Code or similar provisions of applicable law which are as follows:

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

Plaintiff may hereafter discover facts in addition to or different from those The significance of this release and waiver of Civil Code Section 1542 has been explained to Plaintiff by his counsel.

- P. Release by Defendant:** Pursuant to this Agreement, Defendants and on behalf of their agents, representatives, attorneys, insurers, assigns, and/or anyone acting on their respective behalf, and in consideration of the promises, assurances, and covenants set forth in this Agreement, hereby fully release the Plaintiff and Plaintiff's heirs, agents, representatives, assigns, executors, and/or anyone on his behalf (collectively, the "Plaintiff's Released Parties") from all claims or causes of action by reason of any injuries and/or damages or losses, known or unknown, foreseen or unforeseen, patent or latent, which the Defendants have sustained or which may be sustained as a result of any facts and circumstances arising out of or in any way related to Plaintiff's alleged employment with the Defendants, and to any other disputes, claims, disagreements, or controversies, between the Plaintiff on one hand and the Defendants on the other hand up to and including the date of this Agreement is fully executed. No release in this Settlement shall become effective until the Gross Fund Value is fully funded.

Q. Miscellaneous Terms

- 1. No Effect on "Employee" Benefits.** The Class Representative Incentive Payment and/or Individual Settlement Shares paid to Plaintiff and Participating Class Members shall not be deemed to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g., vacation, holiday pay, retirement plans, etc.) of Plaintiff or the Participating Class Members. The Parties agree that any Class Representative Incentive and/or Individual Settlement Shares paid to Plaintiff or the Participating Class Members under the terms of this Settlement do not represent any modification of Plaintiff or Participating Class Members' previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by Defendants. Further, any Class

Representative Incentive Payments shall not be considered “compensation” in any year for purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan or employee welfare benefit plan sponsored by Defendants.

2. **Non-Disclosure and Non-Publication.** Plaintiff and Class Counsel agree not to disclose or publicize the Settlement, the fact of the Settlement, its terms or contents, or the negotiations underlying the Settlement, in any manner or form, directly to any person or entity, except to Class Members as required to effectuate the terms of this Settlement. Class Counsel agrees to discuss the terms of this Settlement only in declarations submitted to a court to establish their adequacy to serve as class counsel, in declarations submitted to a court in support of motions for preliminary approval, final approval, for attorneys’ fees/costs, and any other pleading filed with the Superior Court in conjunction with the Settlement, and in discussions with Class Members in the context of administering this Settlement until the Preliminary Approval Order is issued. No court filing will be circulated by Class Counsel. Nothing in this paragraph shall prevent Class Counsel from carrying out their duties as such. This paragraph does not prevent Class Counsel from posting on its website the amount of the Settlement without referencing Defendants and Defendants’ Counsel directly or indirectly.
3. **Integrated Agreement.** After this Settlement is signed and delivered by all Parties and their counsel, this Settlement and its exhibits will constitute the entire Settlement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any party concerning this Settlement or its exhibits, other than the representations, warranties, covenants, and inducements expressly stated in this Settlement and its exhibits.
4. **Authorization to Enter Into Settlement.** Class Counsel and Defendants’ Counsel warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties under this Settlement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement this Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties will seek the assistance of the court in the Action, and in all cases, all such documents, supplemental provisions, and assistance of the court will be consistent with this Settlement.
5. **Exhibits and Headings.** The terms of this Settlement include the terms set forth in the attached exhibits, which are incorporated by this reference as

though fully set forth in this Settlement. Any exhibits to this Settlement are an integral part of the Settlement and must be approved substantially as written. The descriptive headings of any paragraphs or sections of this Settlement are inserted for convenience of reference only and do not constitute a part of this Settlement.

6. **Interim Stay of Proceedings.** The Parties agree to stay and hold all proceedings in the Action in abeyance, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval hearing to be conducted by the Superior Court.
7. **Amendment or Modification of Agreement.** This Settlement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by counsel for all Parties or their successors-in-interest.
8. **Agreement Binding on Successors and Assigns.** This Settlement will be binding upon, and inure to the benefit of, the successors and assigns of the Parties, as previously defined.
9. **No Prior Assignment.** Plaintiff hereby represents, covenants, and warrants that he has not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights released and discharged in this Settlement.
10. **Applicable Law.** All terms and conditions of this Settlement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.
11. **Fair, Adequate, and Reasonable Settlement.** The Parties and their respective counsel believe and warrant that this Settlement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Settlement through arms-length negotiations, taking into account all relevant factors, current and potential.
12. **No Tax or Legal Advice.** The Parties understand and agree that the Parties are neither providing tax or legal advice, nor making representations regarding tax obligations or consequences, if any, related to this Settlement. Class Members, including Plaintiff, and Class Counsel will assume any tax obligations or consequences that may arise from this Settlement, hold the Released Parties harmless, and will not seek any indemnification from the Parties or any of the Released Parties regarding any such tax obligations or consequences. In the event that any taxing body determines that additional taxes are due from any Class Member, including Plaintiff, or Class Counsel,

such individuals or entities assume all responsibility for the payment of such taxes.

13. Jurisdiction of the Superior Court. The Superior Court shall retain jurisdiction with respect to the (1) interpretation, implementation, and enforcement of the terms of this Settlement and all orders and judgments entered in connection with this Settlement; (2) addressing settlement administration matters; and (3) addressing such post-judgment matters as may be appropriate under Superior Court rules and applicable law. The Parties and their counsel submit to the jurisdiction of the Superior Court for above purposes.

14. Invalidity of Any Provision; Severability. Before declaring any provision of this Settlement invalid, the Parties request that the Superior Court first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Settlement valid and enforceable. In the event any provision of this Settlement shall be found unenforceable, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected.

15. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Settlement. This Settlement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

16. Execution in Counterpart. This Settlement 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 provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile or PDF signatures will be accepted. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Settlement.

IV. EXECUTION BY PARTIES


Dated: 02 / 16 / 2023, 2023

Oscar I. Lopez Villareal

Oscar I Lopez Villareal

Dated: February 17, 2023

Deco Logistics Inc. dba Container Connection
Southern Counties Express, Inc.
Universal Intermodal Services, Inc.
Universal Capacity Solutions, LLC
UACL Logistics, LLC
Roadrunner Intermodal Services, LLC
Purchased Transportation Services, Inc.
Morgan Southern, Inc.
Wando Trucking, LLC
Central Cal Transportation, LLC



Name: Timothy Phillips
Title: CEO

EXHIBIT A

(Notice of Class Action Settlement)

Amended Notice of Class Action Settlement

Oscar I. Lopez Villareal, individually and on behalf of the putative class,

Plaintiff,

v.

Deco Logistics, Inc. dba Container Connection; and DOES 1-50, Inclusive,

Defendants.

Superior Court of the State of California, for the County of Riverside

Case Number RIC2001519

ELIGIBLE CLASS MEMBERS ARE HEREBY NOTIFIED AS FOLLOWS:

A proposed settlement (the "Settlement") has been reached in the above-referenced action currently pending in the Superior Court of the State of California, County of Riverside. Because your rights may be affected by this Settlement, it is important that you read this Notice carefully.

As explained in more detail below, you do not need to take any action to participate in the Settlement and receive a check as your settlement payment, but you do have the option of requesting to be excluded from the Settlement, which is referred to as "opting out." If you do not timely opt-out, you will receive settlement funds and be bound by the release of any claims described in this Notice.

A. PURPOSE OF THIS NOTICE

The Court has approved for settlement purposes only the following class (the "Class"): all truck drivers classified as independent contractors by Deco Logistics, Inc, dba Container Connection, Southern Counties Express, Inc., Universal Intermodal Services, Inc., Universal Capacity Solutions, LLC, UACL Logistics, LLC, Roadrunner Intermodal Services, LLC, Purchased Transportation Services, Inc., Morgan Southern, Inc., Wando Trucking, LLC, and Central Cal Transportation, LLC, who drove for Defendants in California at any time during the Class Period at any time during the time period of June 8, 2016 through August 31, 2022 (the "Class Period").

You are getting this notice because Deco Logistics, Inc, dba Container Connection, Southern Counties Express, Inc., Universal Intermodal Services, Inc., Universal Capacity Solutions, LLC, UACL Logistics, LLC, Roadrunner Intermodal Services, LLC, Purchased Transportation Services, Inc., Morgan Southern, Inc., Wando Trucking, LLC, and Central Cal Transportation, LLC's (collectively referred to as "Defendants") records indicate that you are a Class Member, which means you drove as a truck driver classified as an independent contractor by Defendants during the Class Period ("Class Member"). This Notice is intended to inform you of the class action settlement and your options (participating or opting out). Individuals who do not opt out are referred to herein as a "Participating Class Member." In addition, you may also be considered an aggrieved employee for purposes of Plaintiff's claims under the Labor Code Private Attorneys General Act if you drove as a truck driver classified as an independent contractor by Defendants during the time period of June 8, 2019 through August 31, 2022.

B. DESCRIPTION OF THE ACTION

In his Third Amended Complaint for Damages, Plaintiff alleges (a) failure by Defendants to pay minimum wages, overtime wages, or any other wages due; (b) failure by Defendants to timely pay wages at termination; (c) failure by Defendants to provide meal or rest periods or to pay meal or rest period premiums; (d) failure by Defendants to provide compliant wage statements; (e) failure by Defendants to indemnify for expenditures or losses in discharge of duties; and (f) violations or breach of the California Labor Code during the Class Period from conduct alleged in the Class

Action Complaint, including Labor Code sections 201, 202, 203, 204, 204b, 206, 210, 226, 226.2, 226.3, 226.7, 226.8, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, and (g) violations of California's Unfair Competition Law ("Class Action"). Plaintiff also pursues these claims under the Labor Code Private Attorneys General Act ("PAGA"). Plaintiff claims that Defendants owe the Class Members wages, penalties, repayment of amounts owed, damages, interest, plus attorneys' fees and court costs. Defendants dispute these allegations and believe they complied with the law. The Class Action and PAGA Action are collectively referred to as the "Action."

The Parties engaged in significant efforts to obtain the facts regarding the claims asserted, including the production and review of hundreds of pages of documents, the provision of data points for the class during the relevant period including the total number of current and former employee class members, workweeks worked, and average rate of pay, the provision and analysis of time and payroll records of Class Members. The Parties also engaged in a full day mediation session with a paid, professional mediator. The Parties disagree as to the probable outcome of the Action with respect to liability and damages if the Action were not settled. Each side recognizes that litigating is a risky and costly proposition and that each may not prevail on any or all of the claims.

This Settlement is the result of good-faith and arm's-length negotiations between the Plaintiff and Defendants. Each side agrees that given the risks and expense associated with continued litigation, this Settlement is fair and appropriate under the circumstances, and is in the best interests of the Class Members.

Please be advised that the Court has not ruled on the merits of the Plaintiff's claims or Defendants' defenses (which means the Court has not made a determination of who is right or wrong). Rather, the Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the final hearing.

The attorneys for the Class ("Class Counsel") are:

Kevin Mahoney
kmahoney@mahoney-law.net
Berkeh Alemzadeh
balem@mahoney-law.net
Mahoney Law Group, P.C.
249 E. Ocean Boulevard, Suite 814
Long Beach, California 90802
Phone: 562.590.5550

The attorneys for Defendants are:

Victor Cosentino
victor.cosentino@larsongaston.com
LARSON & GATSON, LLP
200 South Los Robles Avenue, Suite 530
Pasadena, California 91101

On [date of preliminary approval] the Court granted preliminary approval of this proposed Settlement of the Action. The Court will decide whether to give final approval to the proposed Settlement at a hearing scheduled for [INSERT DATE] ("Final Approval Hearing"). See below for details.

C. SUMMARY OF TERMS OF THE PROPOSED SETTLEMENT

Subject to the Court's approval, the terms of the Settlement are as follows:

1. The settlement amount is six million two hundred thousand dollars (\$6,200,000.00) (the "Settlement Amount" also referred to as the "Gross Fund Value") from which Defendants would pay: (a) a minimum of four million fifty thousand three hundred thirty-three dollars and thirty-four cents (\$4,050,333.34) for payment to

Participating Class Members and of the four million fifty thousand three hundred thirty-three dollars and thirty-four cents (\$4,050,333.34), twelve thousand five hundred dollars (\$12,500.00) will be for payment to the PAGA Group Members. Ten percent (10%) of the Individual Settlement Payment shall for tax purposes be deemed wages subject to Form W-2 reporting, and ninety percent (90%) shall for tax purposes be deemed non-wages interest, reimbursement, and penalties. The PAGA Payment shall be for tax purposes shall be deemed non-wage civil penalties and not subject to taxes; (b) a maximum of two million sixty-six thousand six hundred sixty-six dollars and sixty-six cents (\$2,066,666.66) (1/3rd of the Settlement Amount) for the payment of Class Counsel's Attorney Fees; (c) a maximum of nine thousand dollars twenty thousand dollars (\$20,000.00) for the payment of Class Counsel's Costs; (d) thirty-seven thousand five hundred dollars (\$37,500.00) to the State of California for its share of the Settlement Amount allocated for settlement of the PAGA claims; (e) a maximum of seven thousand five hundred dollars (\$7,500.00) for the payment of a Class Representative Service Payment to the named Plaintiff; and (f) a maximum of twenty one thousand (\$21,000.00) for Settlement Administration Costs. The Settlement Amount shall not include employer payroll taxes due upon payment of the ten percent (10%) allocated to wages payable to Settlement Class Members; employer payroll taxes are to be paid in addition to the Settlement Amount. In the event that the maximum sums stated in subsections (b)-(f) are not approved and awarded by the Court, the unapproved and awarded sums shall be added to the Class Recovery (subsection (a)). The amount set forth above in subsection (a) is referred to herein as the "Class Recovery."

2. The Class Recovery will be allocated among Class Members who do not opt-out of this Settlement (or "Participating Class Member(s)") based upon calculations made using Defendants records. Specifically, a Participating Class Member's share of the Net Settlement will be calculated by dividing the number of workweeks that each Participating Class Member worked within the Class Period by the total workweeks that all Participating Class Members worked within the Class Period, and multiplying that fraction by the Class Recovery to determine that Participating Class Member's total personal recovery. As noted, ten percent (10%) of each Individual Participating Class Member's Total Recovery shall for tax purposes be designated as wages and shall be reported using a Form W-2, and ninety percent (90%) of each Individual Participating Class Member's Total Recovery shall for tax purposes be designated as non-wages and interest and shall be reported using a Form 1099.

3. Based on the foregoing methodology, the amount recovered by a Participating Class Member will vary from an estimated \$ [REDACTED] to \$ [REDACTED]. The estimated amount you will receive under this settlement is \$ [REDACTED]. PLEASE NOTE that your Final Individual Settlement Share may be more or less than the average stated above based on the number of workweeks you worked and after accounting for all sums payable from the Settlement Amount.

4. PAGA Payment: The PAGA Payment consists of a total of fifty thousand dollars (\$50,000.00) of the Gross Fund Value. Of the PAGA Payment, Seventy-Five percent, (75%) or thirty-seven thousand five hundred dollars (\$37,500.00) shall be paid to the Labor and Workforce Development Agency, and the remaining twelve twenty-five percent, (25%) or twelve thousand five hundred dollars (\$12,500.00) will be distributed to members of the Class who are eligible for PAGA penalties ("PAGA Group Members"). Each PAGA Group Member that worked for Defendants from June 8, 2019, through August 31, 2022 (the "PAGA Period") will receive a portion of the twelve thousand five hundred dollars (\$12,500.00). Each PAGA Group Member's individual Payment will be calculated based on the total number of weekly pay periods he or she worked during the PAGA Period. To establish the workweek value, the Settlement Administrator will first determine the total number of weekly pay periods worked by all PAGA Group Members during the PAGA Period. Twenty-five percent (25%) of the PAGA Payment will then be divided by the total number of weekly pay periods worked by PAGA Group Members during the PAGA Period to determine the weekly pay period value. The portion of the PAGA Payment paid to PAGA Group Members represents the portion of civil penalties awarded directly under PAGA, and shall be considered one hundred percent (100%) penalties. PAGA Group Members will not be required to submit a claim form in order to be issued a check for their share of this PAGA Payment. PAGA Group Members cannot object nor opt out of the PAGA Settlement. The estimated amount you will receive under this portion of the settlement is \$ [REDACTED].

5. Release by Participating Class Members: Each Class Member who does not request exclusion from the Settlement in accordance with Paragraph E below consents to the following release ("Release"):

I, and all persons purporting to act on my behalf or purporting to assert a claim under or through on my behalf, including but not limited to, my dependents, spouses, heirs and assigns, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, representatives, agents, and successors-in-interest, whether individual, class, representative, legal, equitable, direct or indirect, or any other type or in any other capacity ("Releasing Party"), hereby fully, forever, irrevocably, and unconditionally release and discharge Deco Logistics, Inc, dba Container Connection, Southern Counties Express, Inc., Universal Intermodal Services, Inc., Universal Capacity Solutions, LLC, UACL Logistics, LLC, Roadrunner Intermodal Services, LLC, Purchased Transportation Services, Inc., Morgan Southern, Inc., Wando Trucking, LLC, and Central Cal Transportation, LLC, and each and any of their past, present, and future officers, directors, employees, and/or agents (collectively referred to as the "Released Parties"), from the claims that are alleged in the Class Action or the claims that could have been alleged in the Class Action based on the same facts alleged in the Class Action, including claims for (a) failure by Defendants to pay minimum wages, overtime wages, or any other wages due; (b) failure by Defendants to timely pay wages at termination; (c) failure by Defendants to provide meal or rest periods or to pay meal or rest period premiums; (d) failure by Defendants to provide compliant wage statements; (e) failure by Defendants to indemnify for expenditures or losses in discharge of duties; (f) violations or breach of the California Labor Code during the Class Period from conduct alleged in the Class Action Complaint, including Labor Code sections 201, 202, 203, 204, 204b, 206, 210, 226, 226.2, 226.3, 226.7, 226.8, 510, 512, 558, 1174, 1174.5, 1182.12 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802; and (g) rights or claims for unfair business practices in violation of California Business & Professions Code § 17200 *et seq.* Notwithstanding the above, the Releasing Party understands and agree that the release in this Settlement does not apply to (i) those rights that as a matter of law cannot be released and/or waived, including, but not limited to, workers' compensation claims; (ii) rights or claims that may arise after the close of the Class Period; and (iii) rights or claims regarding enforcement of this Settlement. No release in this Settlement shall become effective until the Gross Fund Value is fully funded.

6. Release by the LWDA and Plaintiff: Upon the date the Court entering an order granting final approval of the Settlement and Defendants fully fund the Gross Fund Value, Plaintiff and Plaintiff on behalf of the State of California fully and forever, irrevocably and unconditionally release and discharge the Released Parties from the any rights, statutory damages, civil penalties, interest, attorneys' fees, costs, liabilities, expenses, and losses based solely upon the facts as alleged in Plaintiff's letter to the LWDA and as alleged in the Action including claims for (a) failure by Defendants to pay minimum wages, overtime wages, or any other wages due; (b) failure by Defendants to timely pay wages at termination; (c) failure by Defendants to provide meal or rest periods or to pay meal or rest period premiums; (d) failure by Defendants to provide compliant wage statements; (e) failure by Defendants to indemnify for expenditures or losses in discharge of duties; and (f) violations or breach of the California Labor Code during the PAGA Period (June 8, 2019 through August 31, 2022). Plaintiff and Plaintiff on behalf of the State of California agrees not to sue or otherwise make a claim against any of the Released Parties for any of the PAGA Released Claims. Any member of the Class that opts-out of this settlement will still receive a PAGA Payment.

D. TO PARTICIPATE IN THE SETTLEMENT

To participate in the Settlement, you do not need to take any further action. Upon final approval from the Court, you will receive a settlement check for an amount as described in paragraph C, above.

E. TO OPT-OUT OF THE SETTLEMENT

If you do not want to participate in the Settlement, you must complete and mail the enclosed Opt-Out Form to the Settlement Administrator. In order to be valid, your completed Opt-Out Form must be received by the Settlement Administrator with a postmark date on or before [INSERT DATE], at the following address: [INSERT SETTLEMENT ADMINISTRATOR ADDRESS]. If you properly submit a timely Opt-Out Form, you will not be eligible to receive any of the benefits under the Settlement. You will, however, retain whatever legal rights you may have against Defendants with regard to the claims set forth in the Release above.

F. TO OBJECT TO THE SETTLEMENT

If you do not request exclusion from the Settlement but believe the proposed Settlement is unfair or inadequate in any respect including but not limited to attorney fees and costs, you may object to the Settlement by completing the Objection Form that is included with this Notice and mailing a copy of your written objection to the Settlement Administrator at the address listed at the end of this paragraph. You must complete the Objection Form by stating the grounds of your objection to the settlement, signing and dating the form, printing your name, providing your full address, and mailing it to the Settlement Administrator via U.S. First Class Mail to the following address: [INSERT SETTLEMENT ADMINISTRATOR ADDRESS].

You are also entitled to enter an appearance in this action through an attorney, at your own expense, if you so desire.

You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

Any Class Member who does not object in the manner described above shall be deemed to have waived any objections, and shall forever be foreclosed from objecting to the fairness or adequacy of the proposed Settlement, the payment of attorneys' fees, litigation costs, the Class Representative Enhancement Payments, and any and all other aspects of the Settlement.

G. TAXES

For tax reporting purposes, any payments made to Participating Class Members (excluding Class Representative Enhancement Payments) shall be allocated as follows: (a) ten percent (10%) as wages; and (b) ninety percent (90%) as non-wages (penalty, reimbursements, and interest). All non-wages will be reported using an IRS Form 1099. If you have any questions regarding the tax treatment of any payments pursuant to the Settlement, you should consult your own tax advisor at your own expense. Defendants make no representation as to the tax treatment or legal effect of the payments called for hereunder, and cannot and do not provide you tax advice in this regard. The portion of the PAGA Payment paid to PAGA Group Members represents the portion of civil penalties awarded directly under PAGA, and shall be considered one hundred percent (100%) penalties and reported using an IRS Form 1099.

H. FINAL APPROVAL HEARING ON PROPOSED SETTLEMENT

The Court will hold a Final Approval Hearing on the fairness and adequacy of the proposed Settlement, the plan of distribution, Class Counsel's request for attorneys' fees and costs, the administrative costs, and the Class Representative Enhancement Payments on [INSERT DATE AND TIME] in Department 1 of the Superior Court of the State of California, County of Riverside, located at 4050 Main Street, Riverside 92501.

I. ADDITIONAL INFORMATION

It is important for the Parties to have your current address in order to be able to send you other mailings regarding the Action. You should contact the Settlement Administrator to report any change of your address after you receive this Notice.

This Notice only summarizes the Action, the Settlement, and other related matters. Please do not contact the Court or the Court Clerk about this notice. For additional information, you may review the Settlement Agreement, containing the complete terms of the proposed Settlement, which is on file with the Court and attached to the Declaration of Kevin Mahoney in Support of Motion for Preliminary Approval of Class Action Settlement filed on [INSERT DATE], 2021 and available to be inspected at any time during regular business hours at the Clerk's Office at the Riverside Superior Court – Riverside Historic Courthouse located at 4050 Main Street, Riverside, California 92501. You may also review the pleadings, records, and other papers on file in this lawsuit online at <https://www.riverside.courts.ca.gov/publicaccess.shtml>, or at the office of the clerk of the Superior Court of California, County of Riverside, located at 4050 Main Street, Riverside 92501. You may also contact the Settlement Administrator at:

[INSERT ADMINISTRATOR INFORMATION
TOLL-FREE PHONE NUMBER
E-MAIL ADDRESS]

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE.

***THIS NOTICE IS NOT A RECOMMENDATION BY THE COURT AS TO ANY
ACTION YOU SHOULD OR SHOULD NOT TAKE.***

******THIS IS NOT AN ADVERTISEMENT FROM A LAWYER******

EXHIBIT B

(Objection Form)

Oscar I. Lopez Villareal v. Deco Logistics Inc. dba Container Connection
OBJECTION FORM

THIS FORM IS TO BE USED ONLY IF YOU OBJECT TO THE TERMS OF THE SETTLEMENT. IF YOU OBJECT TO THE SETTLEMENT, YOU MUST SIGN AND COMPLETE THIS FORM ACCURATELY AND, IN ITS ENTIRETY, AND YOU MUST MAIL BY FIRST CLASS U.S. MAIL OR FAX TO THE SETTLEMENT ADMINISTRATOR SO THAT IT IS POSTMARKED ON OR BEFORE [RESPONSE DEADLINE].

DO NOT SUBMIT THIS FORM IF YOU WISH TO EXCLUDE YOURSELF FROM THE SETTLEMENT.

Oscar I. Lopez Villareal v. Deco Logistics Inc. dba Container Connection
Administration Center
c/o Settlement Administrator



The Court will consider your objection at the Final Approval Hearing if you submit a timely and valid written statement of objection. Any objection must describe the nature of and basis for the objection, and any other information that you would like the Court to consider.

I OBJECT to the *Oscar I. Lopez Villareal v. Deco Logistics Inc. dba Container Connection* Settlement on the following grounds (if additional space is necessary, please include additional sheets of paper):

Executed on _____, 2023

(Signature)

(Print Name)

(Address)

(City, State and Zip Code)

EXHIBIT C

(Exclusion Form)

Oscar I. Lopez Villareal v. Deco Logistics Inc. dba Container Connection

CLASS MEMBER REQUEST FOR EXCLUSION FORM

As explained in the Notice of Class Action Settlement, the Court has preliminarily certified a class in the above-entitled action of which you may be a member. **If you are a member of the class described in the Notice of Class Action Settlement, and if you do not wish to participate in the class, you must submit this Request for Exclusion Form confirming your desire to exclude yourself from the class. If you submit this Request for Exclusion Form, you will not receive any class settlement payment under the Settlement Agreement related to your wages, meal or rest break premiums, unreimbursed expenses, or statutory penalties as a class member. If you are a PAGA Group Member, your Request for Exclusion Form will not apply to the PAGA Released Claims and you still will receive a payment for the settlement of the claims under the Private Attorneys General Act.**

This Request for Exclusion Form must be filled out, signed, and mailed by first class mail, with a post mark dated no later than [REDACTED], 2023 to:

Oscar I. Lopez Villareal v. Deco Logistics Inc. dba Container Connection

Administration Center

c/o Settlement Administrator



Please type or print in ink the following information:

1. I, _____, **DO NOT** wish to participate the above lawsuit.
2. My present address is: _____
Street Number, City, State, Zip Code
3. My home phone number is: (____) _____ - _____
4. The last four digits of my social security number are: xxx - xx - _____
5. I am a member of the Settlement Class described in the Notice of Class Action Settlement. I do not wish to participate in the class and settlement and hereby opt out of (request exclusion from) the class and settlement. I understand and acknowledge that I will not be bound by judgment in the case of *Oscar I. Lopez Villareal v. Deco Logistics Inc. dba Container Connection* with respect to any legal claims and am free to pursue an individual claim, if any, against the defendant in the lawsuit. I further understand and acknowledge that I will not be entitled to receive the benefits of the class action settlement.

Signature

Signed on _____, at _____,
Date City, State