

PAGA SETTLEMENT AND RELEASE

This PAGA Settlement and Release is made and entered into by and between Plaintiff Estevan Arnold (“Plaintiff”), an individual, on behalf of the State of California, as a private attorney general, and Defendants Edwin Benitez and Edwin Trucking, Inc. (“Employer”). Employee and Employer are referred to collectively as the “Parties” and individually as a “Party.”

I. REPRESENTATIONS AND DEFINITIONS

1. “Aggrieved Employees” or singularly “Aggrieved Employee” shall mean and refer to: Plaintiff and all persons who are employed or have been employed by Defendants but misclassified as independent contractors, in the State of California and who have worked for Defendants one or more pay periods between January 10, 2019 and the present.

2. “Court” refers to the Los Angeles County Superior Court.

3. “Settlement Administrator” shall mean and refer to Atticus Administration.

4. “Covered Claims” shall mean and refer to: any and all claims, demands, rights, liabilities, and/or causes of action for PAGA penalties pursuant to California Labor Code Section 2698, *et seq.*, for violation of California Labor Code sections 201, 202, 204, 226, 226.7, 226.8, 510, 512, 558, 2802, and IWC Wage Order No. 9-2001 (8 C.C.R. §11090), and any claims that could have been brought based on the facts asserted in the Complaint.

5. “Covered Period” shall mean and refer to the period from January 10, 2019 to the present.

6. “Eligible Pay Periods” shall mean and refer to the total number of pay periods that each Aggrieved Employee worked during the Covered Period.

7. “Effective Date” will be the date the Court has signed and entered an Order approving this Settlement or the final judgment, whichever is sooner.

8. “Lawsuit” refers to the civil action filed in the Superior Court of the State of California for the County of Los Angeles, entitled Arnold v. Edwin Trucking, Inc., Case No. 20TRCV00191 filed March 3, 2020.

9. “Complaint” refers to the operative civil complaint in the Lawsuit, the First Amended Complaint filed March 20, 2020.

10. “LWDA” refers to the California Labor and Workforce Development Agency.

11. “PAGA” refers to the Private Attorneys General Act of 2004, codified at Labor Code §2698, et seq.
12. “PAGA Counsel” shall refer to John Lofton of Aiman-Smith & Marcy, P.C.
13. “Counsel for Defendants” shall refer to Matthew J. Knez of Knez Law Group, LLP.
14. “Plaintiff” refers to Named Plaintiff Estevan Arnold.
15. “Defendants” shall mean and refer to Edwin Trucking, Inc. and Edwin Benitez.
16. “Parties” shall collectively refer to Plaintiff and Defendants.
17. “Settlement” or “Settlement Agreement” shall mean the terms and conditions as set forth in this PAGA Settlement and Release agreement.

II. NATURE OF ACTION

18. On January 10, 2020, Plaintiff sent a letter to the Labor and Workforce Development Agency (“LWDA”) and Defendants giving notice of his intent to pursue a representative action pursuant to PAGA on behalf of himself and the State of California as well as on behalf of a proposed group of aggrieved employees.

19. On March 3, 2020, Plaintiff filed his complaint in this matter, and on March 20, 2020, Plaintiff filed his First Amended Complaint containing PAGA allegations on behalf of all Aggrieved Employees of Defendant.

20. Plaintiff asserted individual claims as well as penalties pursuant to Labor Code §2698, *et seq.*, for violations of Labor Code §§201, 202, 204, 226, 226.7, 226.8, 512, 558, 2802, and IWC Wage Order No. 9-2001 (8 C.C.R. §11090).

21. Plaintiff alleges that Defendants’ policies and practices resulted in misclassification of Plaintiff and Aggrieved Employees, and failure to provide Plaintiff and the Aggrieved Employees with all wages owed, compliant wage statements, meal and rest periods, uniform reimbursements, and the like. Plaintiff alleges that this underlying conduct gives rise to a claim pursuant to Labor Code §2698, *et seq.*

22. After the matter was at issue, the Parties engaged in an informal exchange of information to understand the nature of the allegations and the scope of potential liability.

23. Thereafter, the Parties engaged in arms-length settlement discussions. Through the exchange of information and attendant discussions between the Parties, Plaintiff learned that the number of Aggrieved

Employees is approximately 21 (including Plaintiff), and there are approximately 600 pay periods at issue during the Covered Period.

24. PAGA Counsel considered the following facts and arguments in determining that the Settlement was fair and reasonable: Plaintiff believed that Defendants may persuasively argue that the Court should exercise its discretion to significantly reduce any penalties under PAGA. In accordance with PAGA, the court in a PAGA action has the same discretion “to assess a civil penalty” that the Labor Commissioner would have, as well as complete discretion to “award a lesser amount than the maximum civil penalty amount specified [by PAGA] if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory.” (Labor Code § 2699(e)(1) and (e)(2)). PAGA Counsel anticipated that, at trial, Counsel for Defendants could make a potentially persuasive argument that: (1) any misclassification was inadvertent and/or not a misclassification under the FAAAA, and that California’s AB5 regarding classification is preempted by federal law, and therefore all the alleged violations flowing from the misclassification are moot; (2) any errors on Defendants’ itemized wage statements were not intentional and only the result of oversight or mistake; (3) until this lawsuit was filed, no employees had complained about the matters alleged in the Complaint; (4) Defendants’ employees were authorized and permitted to take compliant meal and rest periods; and (5) Defendants are no longer in the business of employing truck drivers. All of which, Counsel for Defendants would argue, should mitigate in favor of significantly reducing any PAGA penalties. While Plaintiff disagrees that this analysis is legally correct or persuasive, PAGA Counsel had to consider the foregoing facts and arguments and how they might impact any judgment ultimately awarded to Aggrieved Employees if the Court were persuaded by them. Additionally, Defendants are a business that is struggling during this time of coronavirus, and have presented persuasive evidence of their inability to pay a substantial judgment.

25. In light of all these significant risks and given that PAGA gives the Court broad discretion to reduce any penalties ultimately awarded, PAGA Counsel determined that the Settlement described herein was fair and reasonable.

26. Defendants deny any liability or wrongdoing of any kind associated with the claims alleged in the Lawsuit and further deny that this action is appropriate for representative treatment for any purpose other

than settling this Lawsuit. Defendants contend, among other things, that they have complied at all times with the California Labor Code, the related California Wage Orders, and the California Business & Professions Code, all other state and federal wage laws, and further contend that all of their respective employees were and are classified and paid properly and that the Lawsuit is without merit.

27. Neither the existence of this Settlement nor anything contained in this Settlement shall be construed or deemed as an admission of liability, culpability, negligence, or wrongdoing on the part of Defendants. Nothing herein shall constitute an admission by Defendants that the Lawsuit was properly brought as a class or representative action other than for settlement purposes. Settlement of the Lawsuit, the negotiation and execution of this Settlement, and all acts performed or documents executed pursuant to or in furtherance of this Settlement or the settlement of the Lawsuit: (a) are not, shall not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability on the part of Defendants or of the truth of any of the factual allegations in the operative Complaint in the Lawsuit; (b) are not, shall not be deemed to be, and may not be used as, an admission or evidence of any fault or omissions on the part of Defendants in any civil, criminal, or administrative proceeding in any court, administrative agency or other tribunal; (c) are not, shall not be deemed to be, and may not be used as, an admission or evidence of the appropriateness of these or similar claims for representative treatment, class certification or administration other than for purposes of administering this Settlement; and (d) shall not constitute or be deemed a waiver of Defendants' right to compel arbitration of any dispute with Aggrieved Employees that is not the subject of the releases in the Settlement.

28. The Parties recognize that the issues presented in the Lawsuit are likely only to be resolved with extensive and costly pretrial and trial proceedings, and that further litigation will cause inconvenience, distraction, disruption, delay and expense disproportionate to the potential benefits of litigation. The Parties have taken into account the risk and uncertainty of the outcome inherent in any litigation.

29. Plaintiff and PAGA Counsel have diligently pursued an investigation of the Aggrieved Employees' claims against Defendants.

30. Based on their own independent investigations and evaluations, the Parties and their respective counsel are of the opinion that the Settlement for the consideration and on the terms set forth in this Settlement is fair, reasonable, adequate, and is in the best interests of Plaintiff, the Aggrieved Employees, and Defendants

in light of all known facts and circumstances and the risks inherent in litigation, including the potential appellate issues. Further, PAGA Counsel believes that the settlement amount entered into is in the best interests of the Aggrieved Employees and that the settlement for each Aggrieved Employee is fair, reasonable, and adequate given the inherent risk of litigation.

III. TERMS OF SETTLEMENT

31. In consideration of the mutual covenants, promises and representations set forth in this Settlement, Plaintiff, on behalf of himself, the State of California, and Defendants agree to settle and compromise the Lawsuit and the Covered Claims.

A. The Amount of Settlement

32. As consideration for the settlement described herein and the release contained in this Settlement, Defendants agrees to pay a total settlement of \$50,000.00 (“Settlement Amount”). The Settlement Amount will include:

- a) \$5,000.00 litigation enhancement to Plaintiff; and
- b) Claims administration costs not to exceed \$2,000.00; and
- c) PAGA Counsel will request Court approval of a 33.33% fee in the amount of \$16,665.00 and cost reimbursement of up to \$3,000.00; and
- d) The remaining balance of at least \$23,335.00 allocated as “PAGA Penalties” to be split between the LWDA and the Aggrieved Employees as required by Labor Code §2699(i) with at least \$17,501.25 (75%) going to the LWDA and at least \$5,833.75 (25%) going to the Aggrieved Employees.

B. Timing of Payment

33. Defendants shall pay \$50,000 within thirty days of the Effective Date.

C. Allocation and Calculation of the PAGA Penalties

34. Each Aggrieved Employee shall receive a portion of the Settlement Payment on a pro-rata basis. The actual amount paid will be calculated through a two-step process. First, 75% of the at least \$23,335.00 allocated as “PAGA Penalties” will be paid to the LWDA as is required by PAGA. Second, the remaining 25% of the at least \$23,335.00 allocated as “PAGA Penalties” shall be divided by the total number of Eligible Pay

Periods paid by Defendants to all Aggrieved Employees during the Covered Period (the “Pay Period Amount”) and then the Pay Period Amount will be multiplied by the number of Eligible Pay Periods worked by the individual Aggrieved Employee as determined by the Settlement Administrator. The resulting number is the “Individual PAGA Payment.” The Settlement Administrator shall send a check to each respective Aggrieved Employee for that Aggrieved Employee’s Individual PAGA Payment (“Individual Settlement Check”).

D. PAGA Counsel’s Fees and Costs.

35. As part of the request for approval of this Settlement, PAGA Counsel will request Court approval of 33.33% of Plaintiff’s representative and individual payments, which is \$16,665.00 and cost reimbursement of already-incurred costs of up to \$3,000.00. Any attorneys’ fees and costs awarded to PAGA Counsel, hereinafter referred to as “PAGA Counsel Fees & Costs,” shall fully compensate and reimburse PAGA Counsel for any and all of the work already performed in connection with the Lawsuit and all work remaining to be performed in fully and finally resolving the Lawsuit. Defendants will not object to PAGA Counsel’s request for fees and costs.

36. Should PAGA Counsel request a lesser amount for attorneys’ fees or costs and/or the Court approve a lesser amount, the difference shall be divided among the LWDA and participating Aggrieved Employees pursuant to the allocation described above.

37. Payment of PAGA Counsel Fees & Costs will be reflected in a Form 1099 to PAGA Counsel who shall assume full responsibility and liability for the payment of taxes due on such payments.

E. Tax Treatment of Individual Settlement Checks to Aggrieved Employees.

38. The Parties agree that Individual Settlement Checks sent to Aggrieved Employees will be characterized 100% as penalties and Form 1099s will be issued. Nothing in this Settlement is intended to constitute legal advice regarding federal, state and/or local tax obligations. Plaintiff acknowledges that he has obtained no tax advice from Defendants and that neither Defendants nor Counsel for Defendants have made any representation concerning the tax consequences, if any, of the Settlement Amount in this Agreement. To the extent that this Settlement or any of its attachments is interpreted to contain or constitute advice regarding any U.S. or Federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code. Defendants are not responsible

for any employee tax obligations regarding the allocation of the settlement payments.

39. The Settlement Payment and any Individual Settlement Check paid to Plaintiff and the Aggrieved Employees pursuant to this Settlement is not intended to count as earnings by Plaintiff or the Aggrieved Employees.

IV. RELEASE

40. Upon the final approval by the Court of this Settlement, Plaintiff, on behalf of himself and the LWDA, shall, for the Covered Period, fully release and forever discharge Defendants and their respective present and former officers, directors, employees, shareholders, agents, trustees, representatives, attorneys, insurers, parent companies, subsidiaries, divisions, affiliates, predecessors, successors, assigns, including and any individual or entity that could be jointly liable with Defendants (the foregoing are collectively referred to hereafter as the "Releasees") from the Covered Claims.

41. In addition, Plaintiff expressly waives the rights provided under California Civil Code Section 1542, which states that:

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

42. Plaintiff understands the significance and consequences of a California Civil Code Section 1542 waiver, and understands that he hereby waives all claims, known or unknown, suspected or unsuspected against Defendants.

43. Nothing contained in this Agreement shall be deemed a release or waiver by Plaintiff of claims Plaintiff may have against any Releasees for: (a) unemployment, disability and paid family leave insurance benefits pursuant to the terms of applicable California law; (b) workers' compensation insurance injury or pay benefits pursuant to Division 4 of the California Labor Code, under the terms of any worker's compensation insurance policy or fund of the Plaintiff; and (c) any claims that, under applicable federal, state or local law, are not waivable.

44. Notwithstanding any other provision of this agreement, the releases set forth in paragraphs 39-42 are expressly conditioned on Defendants' performance of that certain Confidential Settlement Agreement

and Release of All Claims, negotiated concurrently herewith, pursuant to which Plaintiff releases his individual, non-PAGA claims against Defendants and receives compensation therefor. Likewise, Plaintiff's release of his individual, non-PAGA claims against Defendants is expressly conditioned on Court approval of this Settlement.

V. DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

45. The Parties recognize in accordance with Labor Code §2699(1)(2) that Court approval is required in the event of any settlement of a PAGA action ["The superior court shall review and approve any settlement of any civil action filed pursuant to this part."]. However, as explained in *Arias v. Superior Court* (2009) 46 Cal.4th 969, the Parties are not obligated to follow the class action procedural rules in PAGA cases and therefore need not obtain approval of the PAGA settlement thorough a motion for primary or final approval. Instead, in order to comply with the requirements of Labor Code §2699, promptly upon execution of this Settlement, Plaintiff will submit a noticed motion to the Court identifying the key terms of the Settlement and requesting that the Court approve the PAGA Penalties provided for in this Settlement Agreement ("Approval Motion"). Plaintiff shall concurrently apply to the Court for the entry of an order approving the PAGA Penalties provided for in this Settlement in the amount of \$50,000.00.

46. At the same time Plaintiff submits the Approval Motion to the Court, he shall also submit a copy of the Approval Motion to the LWDA.

47. If the Court should fail to approve the Settlement as agreed upon by the Parties, the Parties shall coordinate efforts to address the Court's questions or concerns and resubmit the noticed motion if and as required by the Court. If, after the Parties coordinate their efforts to make a second attempt to obtain approval of the terms of the Settlement, unless the Parties specifically agree to continue with their coordinated efforts to obtain Court approval, (a) the Court fails to approve this Settlement in the form agreed to by the Parties (except for the amount of attorneys' fees or costs requested), or (b) the Court's approval of this Settlement is reversed, modified, or declared or rendered void, then (i) this Settlement shall be considered null and void; (ii) neither this Settlement nor any of the related negotiations or proceedings shall be of any force or effect; and (iii) all Parties to this Settlement shall stand in the same position, without prejudice, as if the Settlement had been neither entered into nor filed with the Court. Invalidation of any material portion of this Settlement, except for the amount of attorneys' fees and costs, shall invalidate this Settlement in its entirety unless the Parties shall

subsequently mutually agree in writing that the remaining provisions shall remain in full force and effect.

VI. DUTIES AFTER COURT APPROVAL AND ADMINISTRATION OF THE SETTLEMENT

48. Within fourteen (14) calendar days after the Effective Date, Defendants will compile and send a list of all Aggrieved Employees to the Settlement Administrator containing: (1) name; (2) last known home address and telephone number; (3) number of pay periods as an Aggrieved Employee during the Covered Period; and (4) last four digits of social security number ("Group List"). The format and transmittal of the list shall be in Excel format and determined by the requirements of the Settlement Administrator.

49. Within thirty (30) calendar days after the Effective Date, Defendants shall transmit \$50,000 to the Settlement Administrator. Upon receipt of the entire Settlement Payment, the Settlement Administrator shall release the PAGA Counsel Fees & Costs to PAGA Counsel.

50. Within three (3) calendar days of receipt of the Group List, the Settlement Administrator shall send an email to the Parties confirming receipt of the Group List and indicating the number of Aggrieved Employees and the number of Eligible Pay Periods included in the data.

51. Within thirty (30) calendar days after the Effective Date, the Settlement Administrator shall run all the addresses provided in the Group List through the United States Postal Service NCOA database (which provides updated addresses for any individual who has moved in the previous four years who has notified the U.S. Postal Service of a forwarding address) to obtain current address information.

52. Within thirty (30) calendar days after the receipt of the entire Settlement Payment, the Settlement Administrator shall mail via U.S. First Class mail each Individual Settlement Check to the last known address with directions to the Postmaster to forward the payment checks and return all undeliverable payment checks to the Settlement Administrator. It will be conclusively presumed that an Aggrieved Employee's Individual Settlement Check was received if the payment check has not been returned within thirty (30) days of the original mailing of the payment check. The date of the initial mailing of the payment check, shall be conclusively determined according to the records of the Settlement Administrator.

53. Settlement checks shall remain valid and negotiable for one hundred twenty (120) calendar days from the date of their issuance. After those 120 days have passed, the Settlement Administrator shall pay any remaining funds to the LWDA, including the amounts of any uncashed checks.

VII. BEST EFFORTS

54. The Parties agree to use their best efforts to carry out the terms of this Settlement.

VIII. PARTIES' AUTHORITY

55. The signatories hereto hereby represent that they are fully authorized to enter into this Settlement and bind the Parties hereto to the terms and conditions hereof.

IX. MUTUAL FULL COOPERATION

56. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Settlement. The Parties to this Settlement shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement and the terms set forth herein. As soon as practicable after execution of this Settlement, PAGA Counsel shall, with the assistance and cooperation of Defendants and its counsel, take all necessary steps to secure the approval of this Settlement from the Court.

X. NO PRIOR ASSIGNMENTS

57. The Parties hereto represent, covenant, and warrant that they have 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 herein released and discharged except as set forth herein.

XI. NO ADMISSION

58. Nothing contained herein nor is the consummation of this Settlement to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendants or any of the Releasees. Each of the Parties hereto has entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses.

XII. NON-EVIDENTIARY USE

59. Whether or not the Effective Date occurs, neither this Agreement nor any of its terms nor the Settlement itself shall be: (a) construed as, offered, or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendants, including but not limited to, evidence of a presumption,

concession, indication, or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further proceeding in the Lawsuit, or any other civil, criminal, or administrative action or proceeding except for the purposes of effectuating the Settlement pursuant to this Agreement or for Defendants to establish that an Aggrieved Employee has resolved any of his/her claims released through this Agreement.

XIII. NULLIFICATION

60. If (a) the Court should for any reason fail to approve this Settlement in the form agreed to by the Parties (except for the amount of attorneys' fees or costs), or (b) the Court's approval of this Settlement is reversed, modified, or declared or rendered void, then (i) this Agreement shall be considered null and void; (ii) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect; and (iii) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court. Invalidation of any material portion of this Agreement, except for the amount of attorneys' fees and costs, shall invalidate this Agreement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect.

XIV. ATTORNEYS' FEES, COSTS AND EXPENSES

61. Except as specifically set forth herein, each party shall bear its/his/her own attorneys' fees, costs and expenses, taxable or otherwise, incurred by him/her/it/them arising out of the Lawsuit, and shall not seek reimbursement thereof from any other party to this Settlement.

XV. CONSTRUCTION

62. The Parties hereto agree that the terms and conditions of this Settlement are the result of lengthy, intensive arm's-length negotiations between the Parties and that this Agreement constitutes the entire agreement between Plaintiff and Defendants regarding actual or potential claims asserted by Plaintiff against Releasees. Excluding any Arbitration or Confidentiality Agreement executed by Plaintiff with Defendants, both of which will remain in full force and effect, this Agreement supersedes all prior agreements, written or oral, between or among the Parties regarding those claims or potential claims and the resolution of those claims, no other agreement, statement, or promise made by one Party to another as to any matter addressed in this Agreement shall be binding or valid.

XVI. CAPTIONS AND INTERPRETATIONS

63. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision hereof. Each term of this Settlement is contractual and not merely a recital.

XVII. MODIFICATION

64. This Settlement may not be changed, altered, or modified, except in writing and signed by the Parties hereto, and approved by the Court. This Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

XVIII. MISCELLANEOUS

65. This Settlement contains the entire agreement between the Parties relating to the Settlement of the Covered Claims and Plaintiff's released claims, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

66. This Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

67. This Settlement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Settlement, which shall be binding upon and effective as to all Parties. The counterparts may be transmitted electronically (PDF) or by facsimile.

68. Upon full execution of this Agreement, the Parties agree that based upon Code of Civil Procedure §583.310 ("the 5 year rule"), the Lawsuit shall be stayed in its entirety except for the submission of documents needed to obtain approval of the PAGA Penalties provided for in this Settlement. Should the Court fail to grant approval of this Settlement, the stay will be lifted five (5) calendar days thereafter and the Parties will be restored to their positions prior to the Settlement and the Settlement shall be null and void.

69. The Parties agree that upon approval by the Court, this Settlement shall be enforceable by the Court, and the Court shall retain exclusive and continuing equity jurisdiction pursuant to California Code of Civil Procedure §664.6 of this action over all Parties and Aggrieved Employees to interpret and enforce the

terms, conditions, and obligations set forth in this Settlement. The Parties agree that if any immaterial provision of this Settlement is determined to be invalid, the invalid portion shall be deemed severed and the remaining Settlement deemed enforceable. In the event further legal action is required to interpret or enforce this Settlement, the prevailing party will be entitled to recover its costs and reasonable attorneys' fees incurred in conjunction with that legal action, in addition to any other relief granted.

I HAVE READ THE FOREGOING SETTLEMENT AND RELEASE. I ACCEPT AND AGREE TO THE PROVISIONS IT CONTAINS, AND HEREBY EXECUTE IT VOLUNTARILY WITH FULL UNDERSTANDING OF ITS CONSEQUENCES.

Dated: 5/16/2021

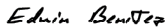

ESTEVAN ARNOLD

Dated: 5/11/2021

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EDWIN BENITEZ

Dated: 5/11/2021

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EDWIN TRUCKING, INC.
By: Edwin Benitez
Its: CEO

Approved as to form:

Dated: 6/7/21


AIMAN-SMITH & MARCY P.C.
Attorneys for Plaintiff

Dated: _____

KNEZ LAW GROUP, LLP
Attorneys for Defendants

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Dated: _____

ESTEVAN ARNOLD

Dated: 5/11/2021

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Edwin Benitez

EDWIN BENITEZ

Dated: 5/11/2021

DocuSigned by:
Edwin Benitez

EDWIN TRUCKING, INC.
By: Edwin Benitez
Its: CEO

Approved as to form:

Dated: _____

AIMAN-SMITH & MARCY P.C.
Attorneys for Plaintiff

Dated: 5/13/2021



KNEZ LAW GROUP, LLP
Attorneys for Defendants