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14 **[Additional counsel listed on next page]**

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **FOR THE COUNTY OF LOS ANGELES**
17

18 CONNIE LOPEZ, on behalf of herself and all
others similarly situated,

19 Plaintiff,

20 vs.
21

22 CORTECH INTERNATIONAL LLC, a Georgia
limited liability company; ROADTEX
TRANSPORTATION CORP., a New Jersey
23 corporation; and DOES 1 through 100, Inclusive,

24 Defendants.
25

Case No. 20STCV11171

Assigned for All Purposes to:
Hon. Elihu M. Berle / Dept. 6

**JOINT STIPULATION OF CLASS ACTION
AND PAGA SETTLEMENT**

Action Filed: March 20, 2020
FSC Date: None Set
26 Trial Date: None Set
27
28

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1 **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

2 This Joint Stipulation of Class Action and PAGA Settlement is entered into by and between
3 Plaintiff Connie Lopez (“Plaintiff”), individually and on behalf of the Class and Defendants, Cortech
4 International LLC (“Cortech”) and Roadtex Transportation Corp. (“Roadtex”) (collectively,
5 “Defendants”)

6 **DEFINITIONS**

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

9 2. “Action” means the court action entitled *Lopez v. Cortech International LLC et al.*,
10 Los Angeles County Superior Court Case No. 20STCV11171.

11 3. “Class Counsel” means Michael Nourmand and James A. De Sario of The Nourmand
12 Law Firm APC.

13 4. “Class Counsel’s Fees and Costs” means attorneys’ fees agreed upon by the Parties
14 and approved by the Court for Class Counsel’s litigation and resolution of these Actions, and all costs
15 incurred and to be incurred by Class Counsel in the Action, including, but not limited to, costs
16 associated with documenting the Settlement, providing any notices required as part of the Settlement
17 or Court order, securing the Court’s approval of the Settlement, administering the Settlement, and
18 expenses for any experts. Class Counsel will request attorneys’ fees not to exceed 33.33% of the
19 Gross Settlement Amount or \$35,546.66 and the reimbursement of any costs and expenses associated
20 with Class Counsel’s litigation and settlement of the Actions, not to exceed \$15,000.00, subject to the
21 Court’s approval. Defendants have agreed not to oppose Class Counsel’s request for fees and
22 reimbursement of costs and expenses as set forth above.

23 5. “Class List” means a complete list of all Class Members and PAGA Members that are
24 within the custody, possession, or control of Defendants and in which Defendants will diligently and
25 in good faith compile from their records and provide to the Settlement Administrator within thirty
26 (30) calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in
27 a readable Microsoft Office Excel spreadsheet containing the following information for each Class
28 Member: (1) full name; (2) last known home address; (3) last known telephone number; (4) social

1 security number; (5) start and end dates of active employment as a non-exempt employees of
2 Defendants in the State of California; (6) total Workweeks during the Class Period; and (7) any other
3 information required by the Settlement Administrator in order to effectuate the terms of the
4 Settlement.

5 6. "Class" or "Class Members" means all current and former non-exempt hourly-paid
6 employees who are or were employed by Roadtex in California as non-drivers, including temporary
7 employees who were placed to work at Roadtex through the following staffing agencies: Cortech,
8 CloudPersonnel, LLC ("Cloud"), Fairway Staffing Services, Square One Staffing, and Select Staffing
9 (subsidiary of EmployBridge Holding Company), during the Class Period. It is estimated that there
10 are approximately 175 Class Members during the Class Period.

11 7. "Class Period" means the period from March 16, 2019 through July 13, 2022.

12 8. "Class Representative" means Plaintiff Connie Lopez in her capacity as the
13 representative of the Participating Class Members.

14 9. "Class Representative Incentive Payment" means the amount that the Court authorizes
15 to be paid to Plaintiff, in addition to her Individual Settlement Payment, in recognition of the efforts
16 and risks she has taken in assisting with the prosecution of the Action and in exchange for the
17 General Release of her claims as provided herein.

18 10. "Class Notice" means the Notice of Class Action Settlement in a form substantially
19 similar to the form attached hereto as Exhibit A, that will be mailed to Class Members' last known
20 addresses and which will provide Class Members with information regarding the Action and
21 information regarding the settlement of the Action.

22 11. "Court" means the Superior Court of the State of California for the County of Los
23 Angeles.

24 12. "Defendants" means Cortech International LLC and Roadtex Transportation Corp.

25 13. "Effective Date" means the later of the following: (a) if no timely objections are filed
26 or if all objections are withdrawn, the date upon which the Court enters Final Approval; (b) if an
27 objection is filed and not withdrawn, the date for filing an appeal and no such appeal being filed; (c)
28

1 if any timely appeals are filed, the date of the resolution (or withdrawal) of any such appeal in a way
2 that does not alter the terms of the settlement.

3 14. "Final Approval" means the Court entering an order granting final approval of the
4 Settlement Agreement.

5 15. "Gross Settlement Amount" means the sum of One Hundred Six Thousand Six
6 Hundred Forty Dollars (\$106,640.00). The Gross Settlement Amount is non-reversionary; no portion
7 of the Gross Settlement Amount will return to Defendants. Cortech will be responsible for
8 contributing Fourteen Thousand Dollars (\$14,000.00) of the Gross Settlement Amount. Roadtex will
9 be responsible for contributing Ninety Two Thousand Six Hundred and Forty Dollars (\$92,640.00) of
10 the Gross Settlement amount. Each Defendant will pay its share of any additional employer-side
11 payroll taxes, in addition to its share of the Gross Settlement Amount.

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

16 17. "Net Settlement Amount" means the funds available for payments to the Class, which
17 shall be the amount remaining after the following amounts are deducted from the Gross Settlement
18 Amount: (1) Class Counsel's fees, (2) Class Counsel's costs, (3) Settlement Administration Costs, (4)
19 Class Representative Incentive Payment to Plaintiff, and (5) PAGA Penalties to be paid to the
20 California Labor and Workforce Development Agency ("LWDA") and PAGA Members.

21 18. "Non-Participating Class Member" means any Class Member who opts out of the
22 Settlement by sending the Settlement Administrator a valid and timely Request for Exclusion.

23 19. "PAGA" means the California Private Attorneys General Act of 2004, Labor Code
24 sections 2698, *et seq.*

25 20. "PAGA Penalties" means the amount that the Parties have agreed to allocate as civil
26 penalties in order to settle claims arising under PAGA. The Parties have agreed to allocate Ten
27 Thousand Dollars and No Cents (\$10,000.00) of the Gross Settlement Amount as PAGA Penalties.
28 Pursuant to PAGA, Seventy-Five percent (75%) of the PAGA Penalties (i.e., \$7,500.00) shall be paid

1 directly to the LWDA, and the remaining Twenty-Five percent (25%) of the PAGA Penalties (i.e.,
2 \$2,500.00) shall be distributed to PAGA Members. PAGA Members will receive payment from the
3 employee portion of the PAGA Penalties regardless of their decision to participate in the class action.

4 21. "PAGA Period" means the period from March 16, 2019 to through July 13, 2022.

5 22. "PAGA Members" means all current and former hourly-paid, non-exempt employees
6 who were employed by Roadtex in California as non-drivers, including temporary employees who
7 were placed to work at Roadtex through the following staffing agencies: Cortech, CloudPersonnel,
8 LLC ("Cloud"), Fairway Staffing Services, Square One Staffing, and Select Staffing (subsidiary of
9 EmployBridge Holding Company), during the PAGA Period. It is estimated that there are
10 approximately 175 PAGA Members during the PAGA Period.

11 23. "PAGA Notice" means Plaintiff's March 16, 2020, letter to Defendants and the
12 LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).

13 24. "Parties" means Plaintiff and Defendants, collectively, and "Party" shall mean either
14 Plaintiff or Defendants, individually.

15 25. "Participating Class Members" means all Class Members who do not submit a valid
16 and timely Request for Exclusion.

17 26. "Plaintiff" means Connie Lopez.

18 27. "Preliminary Approval" means the Court order granting preliminary approval of the
19 Settlement Agreement.

20 28. "Objection" means a Class Member's valid and timely objection to the Settlement
21 Agreement. An Objection may be in writing and to be valid, it must include: (a) the objector's full
22 name, address, telephone number, last four digits of the employees social security number or
23 employee ID number and (b) a written statement of all grounds for the objection accompanied by
24 legal support, if any, for such objection and shall be sent to the Settlement Administrator by the
25 Response Deadline. A Class Member may also choose to raise an Objection in-person at the time of
26 the hearing on Plaintiff's Motion for Final Approval.

27 29. "Released Class Claims" means all claims for unpaid premium wages for missed
28 meal/rest periods, statutory penalties, interest on unpaid wages, attorney's fees and costs based on,

1 rights, demands, liabilities and causes of actions that are alleged, or reasonably could have been
2 alleged based on the facts and claims asserted in the operative complaint in the Action, including any
3 claims for: (i) failure to provide meal periods; (ii) failure to provide rest periods; (iii) failure to pay all
4 wages upon termination; (iv) failure to provide accurate wage statements; and (v) unfair business
5 practices that could have been premised on the claims, causes of action or legal theories of relief
6 pleaded in the operative complaint in the Action; or legal theories of relief pleaded in the operative
7 complaint in the Action including but not limited to Labor Code sections 200, 201, 202, 203, 226,
8 226.7, and 512.

9 30. “Released PAGA Claims” means all claims, liabilities and causes of actions for
10 PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts and
11 theories of liability alleged in the PAGA Notice and in the Operative Complaint, including PAGA
12 penalties resulting from alleged failures to: (1) provide meal periods or pay premium wages for non-
13 compliant meal periods, (2) provide rest periods or pay premium wages for non-compliant rest
14 periods, (3) provide accurate wage statements, and (4) pay timely wages upon termination during the
15 PAGA Period, as well as attorney’s fees and costs.

16 31. “Released Parties” means Defendants Cortech International LLC and Roadtex
17 Transportation Corp. as named by Plaintiff in the operative complaint in the Action, the staffing
18 companies they employed during the Class Period, and each of their past, present and/or future, direct
19 and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys,
20 insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates,
21 divisions, predecessors, successors, assigns, and joint venturers.

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

1 settlement of my individual claims.” To be effective, the Request for Exclusion must be post-marked
2 by the Response Deadline and received by the Settlement Administrator. The Request for Exclusion
3 shall not be effective as to the release of claims arising under the PAGA.

4 33. “Response Deadline” means the date sixty (60) days after the Settlement
5 Administrator mails the Class Notice to Class Members and the last date on which Class Members
6 may submit Requests for Exclusion, written objections to the Settlement, or workweek disputes. In
7 the event the 60th day falls on a Sunday or Federal holiday, the Response Deadline will be extended
8 to the next day on which the U.S. Postal Service is open. The Response Deadline for Requests for
9 Exclusion or Objections will be extended fifteen (15) calendar days for any Class Member who is re-
10 mailed a Class Notice by the Settlement Administrator, unless the 15th day falls on a Sunday or
11 Federal holiday, in which case the Response Deadline will be extended to the next day on which the
12 U.S. Postal Service is open. The Response Deadline may also be extended by express agreement
13 between Class Counsel and Defendants. Under no circumstances, however, will the Settlement
14 Administrator have the authority to unilaterally extend the Response Deadline.

15 34. “Settlement” means the disposition of the Action pursuant to this Agreement.

16 35. “Settlement Administrator” means Phoenix Class Action Administration Solutions
17 (“Phoenix”) or any other third-party class action Settlement Administrator agreed to by the Parties
18 and approved by the Court for the purposes of administering this settlement. The Parties represent
19 that they do not have any financial interest in the Settlement Administrator or otherwise have a
20 relationship with the Settlement Administrator that could create a conflict of interest.

21 36. “Settlement Administration Costs” means the costs payable from the Gross Settlement
22 Amount to the Settlement Administrator for administering this Settlement, including, but not limited
23 to, printing, distributing, and tracking documents for this Settlement, calculating/confirming the class
24 member Workweeks from the information contained in the Class List, calculating each Participating
25 Class Member’s Individual Settlement Payment, tax reporting, distributing the Gross Settlement
26 Amount, providing necessary reports and declarations, and other duties and responsibilities set forth
27 herein to process this Settlement, and as requested by the Parties or the Court. Settlement
28

1 Administration Costs shall not exceed Seven Thousand Two Hundred Fifty Dollars and No Cents
2 (\$7,250.00).

3 37. "Workweeks" means the total number of workweeks during which Class Members
4 and PAGA Members performed work for Roadtex Transportation Corp. during the Class Period
5 based on Defendants' records. In order for a Workweek to qualify as a Workweek for purposes of the
6 Settlement, a Class Member and PAGA Member must have performed work for Roadtex
7 Transportation Corp. at least one day during the applicable workweek. If a Class Member was
8 employed but did not perform any work for Roadtex Transportation Corp. during a workweek, that
9 week would not count towards her or his Workweeks for purposes of this Settlement.

10 **RELEVANT PROCEDURAL HISTORY**

11 38. On March 16, 2020, Plaintiff Lopez provided written notice to the California Labor &
12 Workforce Development Agency and Defendants, which alleged several wage and hour violations.
13 On March 20, 2020, Plaintiff Lopez filed a putative wage and hour class action Complaint
14 ("Complaint") against Defendants in the Superior Court of California for the County of Los Angeles,
15 Case No. 20STCV11171. The Complaint alleged causes of action for Failure to Provide Meal
16 Periods; Failure to Provide Rest Periods; Failure to Pay All Wages Upon Termination; and Unfair
17 Competition based on the alleged cause of action. On July 22, 2020, Plaintiff filed a First Amended
18 Complaint ("FAC") adding a cause of action for civil penalties under the PAGA. Plaintiff was
19 informed by Cortech that she signed an arbitration agreement which allegedly contained a class and
20 PAGA waiver clause. Based on this arbitration agreement, Plaintiff sought to dismiss the class
21 claims only without prejudice, pursuant to Cal. Rules of Court, Rule 3.770, and to proceed with the
22 representative claim under PAGA. On February 15, 2022, the Court entered an Order dismissing
23 class allegations without prejudice. Thereafter, Defendants provided Plaintiff with a time and
24 payroll records for Plaintiff and a sampling of other non-exempt employees, such as temporary
25 employees supplied by Cortech, workweek/pay period counts for Class Members/PAGA Members,
26 relevant wage and hour policies, etc. to evaluate the asserted Labor Code violations. In total, there
27 were approximately 175 Class Members/PAGA Members identified with an approximate of 4,939
28 workweeks/pay periods for these individuals. After Defendants collected and provided these

1 workweek/pay period counts to Plaintiff, the Parties engaged in arms-length settlement discussions,
2 which included the legal arguments concerning Plaintiff being able to recover premium wages for
3 meal/rest period violations presented from *Naranjo v. Spectrum Security Services, Inc.* and Plaintiff's
4 ability to bring a representative action under PAGA presented from *Viking River Cruises, Inc. v.*
5 *Moriana*. Then, on June 15, 2022, the United States Supreme Court issued its decision in *Viking*
6 *River Cruises, Inc. v. Moriana*, 20-1573 ("*Viking River*"). Following the decision, the parties met
7 and conferred at length to discuss the impact of *Viking River Cruises* on Plaintiff's arbitration
8 agreement with Defendants. Again, Defendants argued that *Viking River* prevented Plaintiff from
9 bringing a representative claim under PAGA while Plaintiff contended that the *Viking River* wrongly
10 concluded that once Plaintiff's individual dispute is pared away from the representative action, her
11 standing is lost—an issue that has since (i.e., July 18, 2023) been addressed by the California
12 Supreme Court in *Adolph v. Uber Technologies, Inc.* Subsequently, and in light of the *Viking River*
13 decision, on July 13, 2022, the Parties reached a tentative settlement on a PAGA and class action
14 basis for a Gross Settlement Amount of \$100,000.00, which was later increased to \$106,640.00 to
15 account for an increase in Workweeks (see Paragraph 40 *infra*). The settlement required Plaintiff to
16 file a Second Amended Class Action Complaint ("SAC"), which reasserted the previously dismissed
17 class claims and the Parties agreed that the class period would track the PAGA period, beginning on
18 March 16, 2019. Plaintiff filed the operative SAC on or about December 30, 2022. The Complaint,
19 FAC and SAC are collectively referred to as the Action.

20 TERMS OF AGREEMENT

21 39. Settlement Consideration. Defendants shall fund the Gross Settlement Amount
22 following Final Approval by the Court and the occurrence of the Effective Date. Cortech will be
23 responsible for funding Fourteen Thousand Dollars (\$14,000.00) of the Gross Settlement Amount,
24 while Roadtex will be responsible for funding Ninety Two Thousand Six Hundred and Forty Dollars
25 (\$92,640.00) of the Gross Settlement amount. The following will be paid out of the Gross Settlement
26 Amount: the sum of the Individual Settlement Payments, Class Representative Incentive Payment,
27 Class Counsel's Fees and Costs, the PAGA Penalties, and the Settlement Administration Costs, as
28 specified in this Agreement. Any employer-side payroll taxes due on the Individual Settlement

1 Payments, shall be paid by Defendants separately from and in addition to the Gross Settlement
2 Amount. Aside from the employer-side payroll taxes noted, or as specified in Paragraph 39 below,
3 Defendants shall not be required under any circumstances to pay more than the Gross Settlement
4 Amount. The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement
5 Amount will revert to Defendants.

6 40. Potential Increase to the Gross Settlement Amount. During settlement discussions,
7 Defendants represented there were approximately 4,939 Workweeks within the Class Period for
8 Class Members and PAGA Members and based on that representation the Parties agreed to settle the
9 claims asserted in the Action for \$100,000.00. It was further agreed that should the actual number of
10 Workweeks during the Class Period increase, Defendants would increase the initial \$100,000.00
11 Gross Settlement Amount by paying an additional \$20 per Workweek for any additional weeks that
12 exceeded 5,000 Workweeks. It was confirmed on or about December 30, 2022, that there were a
13 total of 5,332 Workweeks and therefore the initial \$100,000 Gross Settlement Amount would be
14 increased to account for the 332 additional Workweeks that exceeded the 5,000 agreed upon
15 Workweeks. Therefore, the Gross Settlement Amount is \$106,640.00 [5,000 Workweeks x \$20 =
16 \$100,000.00 + 332 x \$20 = \$6,640].

17 41. Funding of the Gross Settlement Amount. Within fourteen (14) calendar days of the
18 Effective Date of the Settlement, Defendants will deposit the Gross Settlement Amount into a
19 Qualified Settlement Fund ("QSF") to be established by the Settlement Administrator. Defendants
20 shall provide all information necessary for the Settlement Administrator to calculate necessary
21 payroll taxes including their official name, 8 digit state unemployment insurance tax ID number, and
22 other information requested by the Settlement Administrator, no later than seven (7) calendar days of
23 the Effective Date.

24 42. Distribution of the Gross Settlement Amount. Within three (3) calendar days of the
25 funding of the Settlement, the Settlement Administrator will issue the following payments:
26 (a) Settlement Checks to all Participating Class Members and all PAGA Members; (b) the PAGA
27 Penalties to the LWDA; (c) the Class Representative Incentive Payments to Plaintiff; (d) Class
28 Counsel's Fees and Costs and (e) Settlement Administration Costs.

1 43. Attorneys' Fees and Costs. Defendants agree not to oppose or impede any application
2 or motion by Class Counsel for attorneys' fees of up to Thirty Five Thousand Five Hundred Forty
3 Six Dollars and Sixty Six Cents (\$35,546.66) or 33.33% of the Gross Settlement Amount
4 (\$106,640.00) plus the reimbursement of costs and expenses associated with Class Counsel's
5 litigation and settlement of the Action, in an amount not to exceed Fifteen Thousand Dollars and No
6 Cents (\$15,000.00), both of which will be paid from the Gross Settlement Amount. Any portion of
7 the requested fees or costs that is not awarded by the Court to Class Counsel shall become part of the
8 Net Settlement Amount and distributed to Participating Class Members as provided in this
9 Agreement. Any adjustments made by the Court to the requested Attorneys' Fees and Costs shall not
10 be deemed a material modification of this Agreement.

11 44. Class Representative Incentive Payments. Defendants agree not to oppose or object to
12 any application or motion by Plaintiff for Class Representative Incentive Payment of Seven
13 Thousand Five Hundred Dollars and No Cents (" \$7,500.00") to Plaintiff. The Class Representative
14 Incentive Payment is in exchange for the Released Class Claims, General Release of Plaintiff's
15 individual claims, Plaintiff's waiver of rights under California Civil Code section 1542, and for
16 Plaintiff's time, effort and risk in bringing and prosecuting the Action. Any adjustments made by the
17 Court to the requested Class Representative Incentive Payment shall not be deemed a material
18 modification of this Agreement. In the event that the Court reduces or does not approve the requested
19 Class Representative Incentive Payment, the Settlement Agreement remains in full force and effect,
20 Plaintiff shall not have the right to revoke the settlement for that reason, it shall remain binding, and
21 any portion of the requested Class Representative Incentive Payment that is not awarded to the Class
22 Representatives shall become part of the Net Settlement Amount and distributed to Participating
23 Class Members as provided in this Agreement.

24 45. Settlement Administration Costs. The Settlement Administrator will be paid for the
25 reasonable costs of administration of the Settlement and distribution of payments from the Gross
26 Settlement Amount as further set forth in this Agreement. Settlement Administration Costs shall not
27 exceed Seven Thousand Two Hundred Fifty Dollars and No Cents (\$7,250.00). To the extent that
28 Settlement Administration Costs are less than \$7,250.00, the difference between \$7,250.00 and the

1 actual costs of settlement administration shall become part of the Net Settlement Amount and
2 distributed to Participating Class Members as provided in this Agreement.

3 46. PAGA Penalties. Ten Thousand Dollars and No Cents (\$10,000.00) of the Gross
4 Settlement Amount shall be allocated from the Gross Settlement Amount for settlement of claims for
5 civil penalties under the PAGA. The Settlement Administrator shall pay seventy-five percent (75%)
6 of the PAGA Penalties, or Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00), to the
7 LWDA. The remaining twenty-five percent (25%) of the PAGA Penalties, or Two Thousand Five
8 Hundred Dollars and No Cents (\$2,500.00), will be distributed to PAGA Members on a *pro rata*
9 basis based on the total number of Workweeks/Pay Periods worked by each PAGA Member during
10 the PAGA Period. PAGA Members shall receive their portion of the PAGA Penalties regardless of
11 their decision to opt-out of the class settlement.

12 47. Net Settlement Amount for Payment of Class Claims. The Net Settlement Amount
13 will be used to satisfy the class portion of Participating Class Members' Individual Settlement
14 Payments in accordance with the terms of this Agreement. The estimated Net Settlement Amount is
15 as follows:

Gross Settlement Amount	\$	106,640.00
Class Representative Incentive Payments:	\$	7,500.00
Class Counsel's Fees:	\$	35,546.66
Class Counsel's Costs:	\$	15,000.00
PAGA Penalties:	\$	10,000.00
Settlement Administration Costs:	\$	7,250.00
Estimated Net Settlement Amount:	\$	31,343.34

23 48. Individual Settlement Payment Calculations. Individual Settlement Payments will be
24 paid from the Net Settlement Amount and the portion of the PAGA Penalties allocated to PAGA
25 Members (twenty-five percent [25%] of the PAGA Penalties or \$2,500.00) and shall be paid pursuant
26 to the formula set forth herein:

27 a) Calculation of Class Portion of Individual Settlement Payments. Defendants
28 will provide the Settlement Administrator with the total number of Workweeks for each Participating

1 Class Member. Defendants will also provide the total aggregated number of Workweeks worked by
2 all Participating Class Members during the Class Period. The amount that each Participating Class
3 Member will be eligible to receive will be calculated by dividing each participating Class Member's
4 individual Workweeks by the total Workweeks of all Participating Class Members, and multiplying
5 the resulting fraction by the Net Settlement Amount.

6 b) Calculation of PAGA Portion of Individual Settlement Payments.

7 Defendants will provide the Settlement Administrator with the total number of Workweeks for each
8 PAGA Member to the extent that this information is within their possession, custody or control.
9 Defendants will also provide the total aggregated number of Workweeks worked by all PAGA
10 Members during the PAGA Period. The amount that each PAGA Member will receive will be
11 calculated by dividing each participating PAGA Member's individual Workweeks by the total
12 Workweeks of all PAGA Members, and multiplying the resulting fraction by the 25% share of the
13 PAGA Penalties designated for distribution to PAGA Members. PAGA Members shall receive this
14 portion of their Individual Settlement Payment regardless of whether they opt out of the participation
15 regarding the class claims.

16 c) Allocation of Individual Settlement Payments. The Class portion of all Individual
17 Settlement Payments will be allocated as follows: twenty percent (20%) of each Individual Settlement
18 Payment will be allocated as wages, twenty percent (20%) shall be allocated as interest, and sixty percent
19 (60%) shall be allocated as penalties. The PAGA Portion of all Individual Settlement Payments will be
20 counted as penalties rather than wages for tax purposes. The Settlement Administrator will report the portion
21 of the Individual Settlement Payment allocated to wages on an IRS Form W-2. The remaining non-wage
22 payments, including the PAGA portion of the Individual Settlement Payments, will be reported on an IRS
23 Form-1099 by the Settlement Administrator.

24 49. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
25 Participating Class Members and/or PAGA members under this Settlement, as well as any other
26 payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits
27 under any benefit plans to which any Class Members may be eligible, including, but not limited to
28 profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans,

1 PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement
2 Agreement will not affect any rights, contributions, or amounts to which any Class Members may be
3 entitled under any benefit plans.

4 50. Settlement Administration Process. The Parties agree to cooperate in the
5 administration of the Settlement and to make all reasonable efforts to control and minimize the costs
6 and expenses incurred in administration of the Settlement. The Settlement Administrator will provide
7 the following services:

- 8 a) Establish and maintain a Qualified Settlement Fund.
- 9 b) Calculate the Individual Settlement Payment each Participating Class Member
10 is eligible to receive and the portion of the PAGA Penalties each PAGA
11 Member shall receive.
- 12 c) Print and mail the Class Notice.
- 13 d) Perform address searches as detailed in Paragraph 53, including conduct
14 additional address searches and skip traces for mailed Notices that are returned
15 as undeliverable.
- 16 e) Process Requests for Exclusion, Objections, calculate Participating Class
17 Members' and/or PAGA Members' Individual Settlement Payments, field
18 inquiries or disputes from Class Members and/or PAGA Members. This
19 service will include Settlement Individual Payment calculations, printing and
20 issuance of Settlement Payment Checks, and preparation of any necessary IRS
21 W2 and 1099 Tax Forms. Basic accounting for and payment of employee tax
22 withholdings will also be included as part of this service.
- 23 f) Inform Defendants of their employer-side payroll tax liability and making all
24 necessary deposits and payments to the necessary taxing authorities for the
25 payments received for employer-share of payroll taxes.
- 26 g) Supply Class Counsel with a draft declaration at the conclusion of the opt-out
27 period.

- h) Provide declarations and/or other information to this Court as requested by the Parties and/or the Court.
- i) Provide weekly status reports to counsel for the Parties.
- j) Posting a notice of final judgment, after entry of the judgment, online at the Settlement Administrator's website for a period of sixty (60) days pursuant to California Rule of Court 3.769.

51. Delivery of the Class List. Within thirty (30) calendar days of Preliminary Approval, Defendants will each provide a Class List to the Settlement Administrator with data for the Class Members and PAGA Members that they employed that is in their possession, custody, and control. The Parties recognize that the data for certain Class Members and PAGA Members is in the possession, custody, and control of several staffing agencies utilized by Roadtex. Roadtex has subpoenaed this information from the staffing agencies and will make reasonable efforts to either obtain the Class Member and PAGA Member data from these staffing agencies or instruct these staffing agencies to directly provide the Class member and PAGA Member data directly to the Settlement Administrator.

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

53. Confirmation of Contact Information in the Class List. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Class Notice returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Class Member involved, and will then perform a single re-mailing. If any Class Notice

1 sent to a Class Member by the Settlement Administrator is returned as undeliverable to a current
2 employee, then Defendants shall make all reasonable efforts to obtain the current address from the
3 Class Member and provide the same within seven (7) calendar days of notice from the Settlement
4 Administrator. Those Class Members who receive a re-mailed Class Notice, whether by skip-trace or
5 by request, will have between the later of (a) an additional fifteen (15) calendar days or (b) the
6 Response Deadline to postmark a Request for Exclusion, or an Objection to the Settlement.

7 54. Class Notice. All Class Members will be mailed a Class Notice, a copy of which is
8 attached hereto as Exhibit A. Each Class Notice will be in English and Spanish and will provide: (a)
9 information regarding the nature of the Action; (b) a summary of the Settlement's principal terms; (c)
10 the Class definition; (d) the total number of Workweeks each respective Class Member and PAGA
11 Member worked for Defendants during the Class Period; (e) each Class Member and PAGA
12 Member's estimated Individual Settlement Payment (including both the Class portion and PAGA
13 portion of this payment) and the formula for calculating Individual Settlement Payments; (f) the dates
14 which comprise the Class Period and PAGA Period; (g) the deadlines by which the Class Member
15 must postmark Requests for Exclusion, Objections to the Settlement, or workweek disputes; (h) the
16 claims to be released, as set forth herein; and (j) the date for the final approval hearing.

17 55. Disputed Information on Class Notice. Class Members and PAGA Members will have
18 an opportunity to dispute the information provided in their Class Notice. To the extent Class
19 Members and/or PAGA Members dispute the number of Workweeks with which they have been
20 credited or the amount of their Individual Settlement Payment, they may produce evidence to the
21 Settlement Administrator showing that such information is inaccurate. Absent evidence rebutting
22 Defendants' records, Defendants' records will be presumed determinative. However, if a Class
23 Member or PAGA Member produces evidence contrary to Defendants' records by the Response
24 Deadline, the Settlement Administrator shall notify Class Counsel and Defendants' counsel to discuss
25 and resolve the dispute, including providing all available relevant information to all counsel. The
26 Parties will resolve all disputes jointly, which shall be final and binding on any Class Member and/or
27 PAGA Member disputes, and shall thereafter instruct the Settlement Administrator how to proceed in
28 processing the dispute. If the Parties cannot reach an agreement, disputes shall be referred to the

1 Settlement Administrator for a determination and if the dispute remains unresolved after that, the
2 dispute shall be submitted to the Court for final determination. All such disputes are to be resolved or
3 submitted to the Court for not later than fourteen (14) calendar days after the Response Deadline.

4 56. Defective Submissions. If a Class Member's Request for Exclusion is defective as to
5 the requirements listed herein, that Class Member will be given an opportunity to cure the defect(s).
6 The Settlement Administrator will mail the Class Member a cure letter within three (3) business days
7 of receiving the defective submission to advise the Class Member that his or her submission is
8 defective and that the defect must be cured to render the Request for Exclusion valid. The Class
9 Member will have until the later of (a) the Response Deadline or (b) fifteen (15) calendar days from
10 the date of the cure letter, to postmark a revised Request for Exclusion. If a Class Member responds
11 to a cure letter by filing a defective claim, then the Settlement Administrator will have no further
12 obligation to give notice of a need to cure. If the revised Request for Exclusion is not postmarked
13 within that period, it will be deemed untimely.

14 57. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
15 Actions must sign and postmark a written Request for Exclusion to the Settlement Administrator by
16 the Response Deadline. The Request for Exclusion must include (a) the Class Member's name,
17 address, telephone number, and the last four digits of the Class Member's Social Security number
18 and/or the Employee ID number and (b) a clear statement requesting to be excluded from the
19 settlement of the class claims similar to the following: "I wish to exclude myself from the class
20 settlement reached in the matter of *Lopez v. Cortech International LLC, et al.* I understand that by
21 excluding myself, I will not receive money from the settlement of my individual claims." The date of
22 the postmark on the return mailing envelope receipt confirmation will be the exclusive means to
23 determine whether a Request for Exclusion has been timely submitted. All Requests for Exclusion
24 will be submitted to the Settlement Administrator, who will certify jointly to Class Counsel and
25 Defendants's Counsel the Requests for Exclusion that were timely submitted. All Class Members
26 who do not request exclusion from the Actions will be bound by all terms of the Settlement
27 Agreement if the Settlement is granted final approval by the Court.

1 58. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member
2 who does not affirmatively opt-out of the Settlement by submitting a timely and valid Request for
3 Exclusion will be bound by all of its terms, including those pertaining to the Released Class Claims,
4 as well as any Judgment that may be entered by the Court if it grants final approval to the Settlement.
5 Class Members who opt-out of the Settlement shall not be bound by such Judgment or release. The
6 names of Class Members who have opted-out of the settlement shall be disclosed to the Counsel for
7 Plaintiff and Defendants and noted in the proposed Judgment submitted to the Court. Every Class
8 Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member
9 and shall not receive the Class portion of their Individual Settlement Payment. However, because
10 PAGA claims are subject to claim preclusion upon entry of the Judgment, Class Members who are
11 PAGA Members are deemed to release the claims identified in Paragraphs 30 and 65(d) of this
12 Agreement and are still eligible for an the PAGA portion of their Individual Settlement Payment.

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

27 60. Certification Reports Regarding Individual Settlement Payment Calculations. The
28 Settlement Administrator will provide Defendants' Counsel and Class Counsel a weekly report which

1 certifies: (a) the number of Class Members who have submitted Requests for Exclusion; (b) the
2 number of re-mailed and/or undeliverable Class Notices; and (c) whether any Class Member has
3 submitted a challenge to any information contained in the Class Notice. Additionally, the Settlement
4 Administrator will provide to counsel for all Parties any updated reports regarding the administration
5 of the Settlement Agreement as needed or requested.

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

23 62. Administration of Taxes by the Settlement Administrator. The Settlement
24 Administrator will be responsible for issuing to Plaintiff, Participating Class Members, and Class
25 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant
26 to this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll
27 taxes and penalties to the appropriate government authorities.

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

11 64. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES
12 OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS
13 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY")
14 ACKNOWLEDGES AND AGREES THAT: (1) NO PROVISION OF THIS AGREEMENT, AND
15 NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES
16 OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR
17 WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED
18 OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
19 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
20 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS
21 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX
22 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS
23 AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY
24 ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY
25 UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO
26 ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
27 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
28 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF

1 ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF
2 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
3 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
4 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
5 AGREEMENT.

6 65. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
7 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
8 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action,
9 cause of action or right herein released and discharged.

10 66. Releases of Claims. Effective on the date when Defendants fully fund the entire Gross
11 Settlement Amount and Defendants fund all employer payroll taxes owed on the wage portion of the
12 Individual Settlement Payments, Plaintiff, Class Members and PAGA Members will release claims
13 against all Released Parties as follows:

- 14 a) Plaintiff's Release. Plaintiff and her respective former and present spouses,
15 representatives, agents, attorneys, heirs, administrators, successors, and assigns
16 generally, release and discharge Released Parties from all claims, transactions,
17 liabilities, causes of action, or occurrences that occurred during the Class Period and
18 PAGA Period, including, but not limited to: (a) all claims that were, or reasonably
19 could have been, alleged, based on the facts contained in the Operative Complaint and
20 (b) all PAGA claims that were, or reasonably could have been, alleged based on facts
21 contained in the Operative Complaint, Plaintiff's PAGA Notice, or ascertained during
22 the Action, including not limited to any claims for unpaid wages, unpaid premium
23 wages for missed meal/rest periods, failure to pay timely wages upon termination,
24 statutory and civil penalties, and unfair business practices, as well as interest on
25 unpaid wages, attorney's fees and costs. ("Plaintiff's Release.") Plaintiff's Release
26 does not extend to any claims or actions to enforce this Agreement, or to any claims
27 for vested benefits, unemployment benefits, disability benefits, social security
28 benefits, workers' compensation benefits that arose at any time, or based on

1 occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may
2 discover facts or law different from, or in addition to, the facts or law that Plaintiff
3 now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall
4 be and remain effective in all respects, notwithstanding such different or additional
5 facts or Plaintiff's discovery of them.

- 6 b) Plaintiff's Waiver of Rights under California Civil Code Section 1542. Upon the
7 Effective Date, and as a condition of receiving any portion of her Class Representative
8 Incentive Payment, Plaintiff will agree to the additional following General Release: In
9 consideration of Defendants's promises and agreements as set forth herein, Plaintiff
10 hereby releases all claims related to her employment or alleged employment with the
11 Defendants including all claims alleged in the Action, and all claims known and
12 unknown, without exception, except as may be prohibited by law. Specifically,
13 Plaintiff waives all rights and benefits afforded by California Civil Code Section 1542,
14 which provides:

15 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT
16 THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR
17 SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF
18 EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM
19 OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR
20 HER SETTLEMENT WITH THE DEBTOR OR RELEASED
21 PARTY.

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

- 25 c) Release by Participating Class Members Who Are Also PAGA Members. In exchange
26 for the consideration set forth in this Agreement, Participating Class Members shall
27 fully release and discharge the Released Parties from any and all Released Class
28 Claims for the Class Period. This release shall be binding on all Participating Class
Members, including each of their respective former and present attorneys, agents,
spouses, executors, representatives, guardians ad litem, heirs, successors, and assigns,
and shall inure to the benefit of the Released Parties, who shall have no further or

1 other liability or obligation to any Class Member with respect to the Released Class
2 Claims, except as expressly provided herein. Because the Class Period and PAGA
3 Period for purposes of this settlement are exactly the same, all Participating Class
4 Members are also PAGA Members. Thus, these Participating Class Members (all of
5 whom are also PAGA Members) are also deemed to release, on behalf of themselves
6 and each of their respective former and present attorneys, agents, spouses, executors,
7 representatives, guardians ad litem, heirs, successors, and assigns, the Released PAGA
8 Claims.

9 d) Release by Non-Participating Class Members Who Are PAGA Members. All Non-
10 Participating Class Members who submit timely and valid Requests for Exclusion
11 from the Settlement Class will not be deemed to release the Released Class Claims,
12 but will be deemed to release the Released PAGA Claims.

13 67. Neutral Employment Reference. Defendants agree that they will adopt a neutral
14 reporting policy regarding any future employment references related to Plaintiff. In the event that any
15 potential or future employers of Plaintiff request a reference regarding Defendants' employment of
16 Plaintiff, Defendants shall only provide the requested Plaintiff's dates of employment and job titles
17 during employment. Defendants shall not refer to the Action or this Settlement.

18 68. Nullification of Settlement Agreement. In the event that: (a) the Court does not finally
19 approve the Settlement as provided herein; (b) the Court strikes or does not approve any material
20 term of this Settlement Agreement; or (c) the Settlement does not become final as written and agreed
21 to by the Parties for any other reason, then this Settlement Agreement, and any documents generated
22 to bring it into effect, will be null and void, all amounts deposited into the QSF will be returned to
23 Defendants, and the Parties shall be returned to their original respective positions. Any order or
24 judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as
25 void from the beginning. Pursuant to California Evidence Code § 1152, this Settlement Agreement is
26 inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement
27 Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is
28 void, and remains protected by California Evidence Code § 1152. Should the Court fail to approve

1 this settlement for any reason, the Parties agree that they will return to and attend mediation with a
2 mutually agreed mediator in an effort to reach a settlement that may be approved by the Court.

3 69. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to
4 request Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval
5 Order for: (a) conditional certification of the Class for settlement purposes only, (b) Preliminary
6 Approval of the proposed Settlement Agreement, and (c) setting a date for a Final
7 Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the Class
8 Notice to be sent to all Class Members as specified herein. In conjunction with the Preliminary
9 Approval hearing, Plaintiff will submit this Agreement, which sets forth the terms of the Settlement,
10 and will include the proposed Class Notice, attached as Exhibit A. Class Counsel will be responsible
11 for drafting all documents necessary to obtain preliminary approval. Defendants agree that they will
12 not oppose Plaintiff's motion for Preliminary Approval.

13 70. Final Settlement Approval Hearing and Entry of Judgment. Upon completion of the
14 Class Notice process, including the expiration of the deadlines to postmark Requests for Exclusion or
15 objections to the Settlement Agreement, a Final Approval/Settlement Fairness Hearing will be
16 conducted to determine the Final Approval of the Settlement Agreement along with the amounts
17 properly payable for: (a) Individual Settlement Payments; (b) the PAGA Penalties; (c) Class
18 Counsel's Attorneys' Fees and Costs; (d) the Class Representative Incentive Payments for Plaintiff;
19 and (d) the Settlement Administration Costs. Class Counsel will be responsible for drafting all
20 documents necessary to obtain Final Approval. In connection with the Final Approval Hearing, Class
21 Counsel will request that the Court make a finding that the Settlement is fair, reasonable and
22 adequate and that the Notice process satisfied the requirements of due process. Class Counsel will be
23 responsible for drafting the Attorneys' Fees and Costs application to be heard at the Final Approval
24 Hearing. Any failure by the Court to fully and completely approve the Settlement Agreement as to all
25 of the Actions, or the entry of any Order by another Court with regard to any of the Action which has
26 the effect of modifying material terms of this Agreement or preventing the full and complete
27 approval of the Settlement Agreement as written and agreed to by the Parties, will result in this
28 Agreement and all obligations under this Agreement being null and void. Defendants agree they shall

1 not oppose the granting of the Motion for Final Approval, provided Defendants have not exercised
2 their right to rescind pursuant to this Agreement.

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

9 72. Exhibits Incorporated by Reference. The terms of this Settlement include the terms set
10 forth in any attached Exhibit (Exhibit A), which are incorporated by this reference as though fully set
11 forth herein. Exhibit A to this Agreement is an integral part of the Settlement.

12 73. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute
13 the entirety of the Parties' Settlement. No other prior or contemporaneous written or oral agreements
14 may be deemed binding on the Parties.

15 74. Amendment or Modification. This Settlement Agreement may be amended or
16 modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

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

27 76. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
28 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

1 77. California Law Governs. All terms of this Settlement Agreement hereto will be
2 governed by and interpreted according to the laws of the State of California.

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

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

14 80. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
15 the Court will first attempt to construe the provision as valid to the fullest extent possible consistent
16 with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

17 81. Waiver of Certain Appeals. Provided the Judgment is consistent with the terms and
18 conditions of this Agreement, the Parties, their respective counsel, and all Participating Class
19 Members who did not object to the Settlement as provided in this Agreement, waive all rights to
20 appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right
21 to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The
22 waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If
23 an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be
24 suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as
25 to matters that do not affect the amount of the Net Settlement Amount..

26 82. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
27 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
28 modification of this Agreement (including, but not limited to, the scope of release to be granted by

1 Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously
2 work together in good faith to address the appellate court's concerns and to obtain Final Approval
3 and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably
4 incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the
5 Class Representative Service Payment or any payments to Class Counsel shall not constitute a
6 material modification of the Judgment within the meaning of this paragraph, as long as the Gross
7 Settlement Amount remains unchanged.

8 83. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate
9 to class action certification only for purposes of the Settlement. If, for any reason, the Settlement is
10 not approved, the stipulation to certification will be void. The Parties further agree that certification
11 for purposes of the Settlement is not an admission that class action certification is proper under the
12 standards applied to contested certification motions and that this Agreement will not be admissible in
13 this or any other proceeding as evidence that either: (a) a class action should be certified or (b)
14 Defendants are liable to Plaintiff or any Class Member, other than according to the Settlement's
15 terms.

16 84. Non-Admission of Liability. The Parties enter into this Agreement to resolve the
17 dispute that has arisen between them and to avoid the burden, expense and risk of continued
18 litigation. In entering into this Agreement, Defendants do not admit, and specifically deny, they have
19 violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant
20 to any statute or any other applicable laws, regulations or legal requirements; breached any contract;
21 violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any
22 other unlawful conduct with respect to their employees. Neither this Agreement, nor any of its terms
23 or provisions, nor any of the negotiations connected with it, shall be construed as an admission or
24 concession by Defendants of any such violations or failures to comply with any applicable law.
25 Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its
26 terms and provisions shall not be offered or received as evidence in any action or proceeding to
27 establish any liability or admission on the part of Defendants or to establish the existence of any
28

1 condition constituting a violation of, or a non-compliance with, federal, state, local or other
2 applicable law.

3 85. Captions. The captions and section numbers in this Agreement are inserted for the
4 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
5 provisions of this Agreement.

6 86. Waiver. No waiver of any condition or covenant contained in this Settlement
7 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to
8 imply or constitute a further waiver by such party of the same or any other condition, covenant, right
9 or remedy.

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

15 88. Representation By Counsel. The Parties acknowledge that they have been represented
16 by counsel throughout all negotiations that preceded the execution of this Agreement, and that this
17 Agreement has been executed with the consent and advice of counsel and reviewed in full. Further,
18 Plaintiff and Class Counsel warrant and represent that there are no liens on the Agreement.

19 89. All Terms Subject to Final Court Approval. All amounts and procedures described in
20 this Settlement Agreement herein will be subject to final Court approval.

21 90. Cooperation and Execution of Necessary Documents. The Parties agree to cooperate
22 to promote participation in the Settlement, and in seeking court approval of the Settlement. The
23 Parties and their counsel agree not to take any action to encourage any Class Members to opt out of
24 and/or object to the Settlement. Defendants agree not to obtain any settlement agreement waivers,
25 Pick Up Stix agreements or arbitration agreements from any Class Member prior to the funding of the
26 Gross Settlement Amount concerning claims released via this Agreement, or enter into any
27 arbitration agreement with any Class Member that covers the claims released via this Agreement
28

1 during the Settlement approval process prior to the funding of the Gross Settlement Amount and that
2 the Parties will work in good faith to reach an agreement approved by the Court.

3 91. Enforcement and Continuing Jurisdiction of the Court. To the extent consistent with
4 class action procedure, this Settlement Agreement shall be enforceable by the Court pursuant to
5 California Code of Civil Procedure § 664.6. The Court shall retain continuing jurisdiction over the
6 Settlement and over all Parties and Class Members, to the fullest extent to enforce and effectuate the
7 terms and intent of this Settlement Agreement, and to adjudicate any claimed breaches of this
8 Settlement Agreement. The Court may award reasonable attorneys' fees and costs to the prevailing
9 party in any motion or action taken and based on an alleged violation of any material term of the
10 Settlement Agreement.

11 92. Voluntary Agreement. The Parties acknowledge that they have entered into this
12 Settlement Agreement voluntarily, on the basis of their own judgment and without coercion, duress,
13 or undue influence of any Party, and not in reliance on any promises, representations, or statements
14 made by the other Parties other than those contained in this Settlement Agreement. Each of the
15 Parties hereto expressly waives any right he/they might ever have to claim that this Settlement
16 Agreement was in any way induced by fraud.

17 93. Confidentiality. The Parties and their counsel agree to keep the terms of the Settlement
18 confidential until the filing of Plaintiff's Motion for Preliminary Approval. Plaintiff, Class Counsel,
19 Defendants, and their counsel agree that they will not issue any press releases, initiate any contact
20 with the press, respond to any press inquiry or have any communication with the press about the fact,
21 amount or terms of the Settlement Agreement. Nothing in this Settlement Agreement shall limit
22 Defendants' ability to fulfill disclosure obligations reasonably required by law or in furtherance of
23 business purposes, including the fulfillment of obligations stated in this Settlement Agreement or
24 limit Class Counsel's communications with the Class Members in furtherance of approval of this
25 Settlement.

26 94. Binding Agreement. The Parties warrant that they understand and have full authority
27 to enter into this Settlement, and further intend that this Settlement Agreement will be fully
28 enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in

any proceeding to enforce its terms, notwithstanding any settlement confidentiality provisions that otherwise might apply under federal or state law.

APPROVED AS TO FORM AND CONTENT:

Dated: 11/06/2023

PLAINTIFF

By:

Connie Lopez
Connie Lopez

Dated: _____

DEFENDANT CORTECH INTERNATIONAL LLC

By: _____

Name: _____

Title: _____

DEFENDANT ROADTEX TRANSPORTATION CORP.

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM ONLY:

Dated: 11/6/23

THE NOURMAND LAW FIRM, A.P.C.

By:

Michael Nourmand

James A. De Sario

Attorneys for Plaintiff

Dated: _____

DAUGHERTY LORDAN, LLP

By: _____

Melissa T. Daugherty

Aashish Bhargava

Andreas Moghimi-Danesh

Attorneys for Defendant,

ROADTEX TRANSPORTATION CORP.

Dated: _____

CALL & JENSEN, APC

By: _____

John T. Egley, Esq.

Attorneys for Defendant,

CORTECH INTERNATIONAL LLC

1 any proceeding to enforce its terms, notwithstanding any settlement confidentiality provisions that
2 otherwise might apply under federal or state law.

3 APPROVED AS TO FORM AND CONTENT:

4 Dated: **PLAINTIFF**

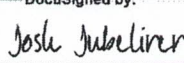
5 By: _____
6 Connie Lopez

7 Dated: November 10, 2023

DEFENDANT CORTECH INTERNATIONAL LLC

8 By: 
9 Name: Michael Greco
10 Title: General Counsel

DEFENDANT ROADTEX TRANSPORTATION CORP.

11 By: 
12 Name: 9D034BE96C8D4B0...
13 Title: Josh Jubelirer
Vice President, Legal

14 APPROVED AS TO FORM ONLY:

15 Dated: _____

THE NOURMAND LAW FIRM, A.P.C.

16 By: _____
17 Michael Nourmand
18 James A. De Sario
Attorneys for Plaintiff

19 ATKINSON, ANDELSON, LOYA, RUDD & ROMO

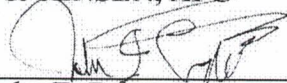
DAUGHERTY LORDAN, LLP

20 Dated: November 20, 2023

21 By: 
22 Melissa T. Daugherty
23 Aashish Bhargava
~~Andreas Moghimi-Danesh~~
Attorneys for Defendant,
ROADTEX TRANSPORTATION CORP.

24 Dated: November 10, 2023

CALL & JENSEN, APC

25 By: 
26 John T. Egley, Esq.
27 Attorneys for Defendant,
28 CORTECH INTERNATIONAL LLC