

STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“Settlement Agreement” or “Settlement”) is reached by and between Plaintiffs James Goodine and Greg Crawford (collectively “Plaintiffs” or “Class Representatives”), individually and on behalf of all members of the Settlement Class (defined below), on one hand, and Defendants Team One Contract Services, LLC and Team One Logistics, LLC (“Team One” or “Defendants”), on the other hand. Plaintiffs and Defendants are referred to herein collectively as the “Parties.” Plaintiffs and the Settlement Class are represented by Paul K. Haines, Fletcher W. Schmidt, and Andrew J. Rowbotham of Haines Law Group, APC (collectively, “Class Counsel”). Defendants are represented by Regina A. Musolino and Matthew D. Gurnick of Constangy, Brooks, Smith & Prophete, LLP.

On August 15, 2019, Plaintiff Goodine filed a class action complaint against Defendants in Los Angeles Superior Court entitled *James Goodine v. Team One Logistics, LLC, and Team One Contract Services, LLC*, Case No. 19STCV28521 (the “Lawsuit”). The Lawsuit alleges that Defendants: (1) failed to pay all overtime wages owed; (2) failed to pay all minimum wages owed; (3) failed to provide all meal periods; (4) failed to authorized and permit all rest periods; (5) failed to reimburse necessary business expenditures; and (6) engaged in unfair competition.

The Parties enter into this Settlement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering into this Settlement, Defendants do not admit, and specifically deny, that they have: violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to their employees or any other person or entity. Neither this Settlement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendants of any such violation(s) or failure(s) to comply with any applicable law.

As a material term of this Settlement, Plaintiffs agree to file a First Amended Complaint (“FAC”) which will add Greg Crawford as a named Plaintiff and add factual allegations and classwide causes of action for wage statement penalties (Labor Code § 226, *et seq.*), waiting time penalties (Labor Code §§ 201-203), and civil penalties under the Private Attorneys General Act (“PAGA”) (Labor Code § 2698 *et seq.*), based on the underlying Labor Code violations pled therein.

Given the uncertainty of litigation, the Parties wish to settle both individually and on behalf of the Settlement Class. Accordingly, Plaintiffs and Defendants agree as follows:

1. **Settlement Class.** For the purposes of this Settlement Agreement only, the Parties stipulate to the certification of the following Settlement Class:

All non-exempt drivers employed by Team One in California from August 15, 2015 through May 8, 2020.

The Parties agree that the “Settlement Class” does not include any former non-exempt drivers who were employed by Team One in California from August 15, 2015 through May 8, 2020 and who have released their claims against Team One.

The Parties agree that certification for purposes of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

2. **Releases by Settlement Class Members and Plaintiffs.** Plaintiffs and every member of the Settlement Class (except those who opt out) will release and discharge Defendants Team One Contract Services, LLC and Team One Logistics, LLC, all entities affiliated with them, and all officers, directors, representatives, owners, partners, subsidiaries, parent companies, joint venturers, clients, joint employers, predecessors, managers, servants, successors-in-interest, assigns, current and former employees of Defendants, agents, insurers, attorneys and all persons or entities acting in concert with or affiliated with any of them (collectively, the “Releasees”), as follows:

- A. Plaintiffs and all members of the Settlement Class (except those who timely opt out) will release and discharge the Releasees from all claims as pled in the Lawsuit, and any further amended pleadings as necessary, including claims for: (1) failure to pay overtime wages; (2) minimum wage violations; (3) meal period violations; (4) rest period violations; (5) failure to reimburse necessary business expenses; (6) wage statement violations; (7) waiting time penalties; (8) unfair competition; and (9) civil penalties under PAGA, based on the factual allegations pled in the operative complaint (or which could have been pled based on the factual allegations pled in the operative complaint). This includes, but is not limited to, claims under Labor Code sections 201-204, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698 *et seq.*, 2802, 2804, Business and Professions Code section 17200, *et seq.*, IWC Wage Order 9-2001, and claims or potential claims for attorneys’ fees and costs and interest (“Released Claims”). The time period covered by this release is August 15, 2015 to May 8, 2020 (the “Release Period”).
- B. In return for Plaintiffs’ enhancement awards, Plaintiffs have agreed to release, as individuals and in addition to the Released Claims described above, any and all claims arising out of their employment with Defendants including, but not limited to, the claims raised in the Lawsuit, in addition to all claims, demands, rights, liabilities, and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule or regulation arising out of, relating to, or in connection with any act or omission by or on the part of any of the Released Parties committed or omitted prior to the execution hereof. The Parties understand and agree that Plaintiffs are not, by way of this release, releasing any workers’ compensation claims nor any other claims which cannot

be released as a matter of law. Notwithstanding the foregoing, Plaintiffs understand that this release includes unknown claims and that Plaintiffs are, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

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.

3. **Gross Settlement Amount.** As consideration, Defendants agree to pay a “Gross Settlement Amount” of \$175,000.00 in full and complete settlement of the Lawsuit, as follows:
- A. The Parties have agreed to engage Phoenix Settlement Administrators as the “Settlement Administrator” to administer this Settlement.
 - B. The Gross Settlement Amount shall be deposited with the Settlement Administrator no later than 15 calendar days after the “Effective Date,” defined as the date on which the Court enters its order and judgment granting final approval of the settlement, or if there are objectors to the Settlement, the date upon which all time limitations for filing an appeal have expired.
 - C. This is a non-reversionary settlement. The Gross Settlement Amount includes:
 - (1) All payments (including interest) to the Settlement Class;
 - (2) All costs of the Settlement Administrator which are anticipated to be no greater than \$7,500.00;
 - (3) Up to \$10,000.00 (\$5,000.00 per Plaintiff) for enhancement awards in recognition for Plaintiffs’ contributions to the Lawsuit and Plaintiffs’ service to the Settlement Class. In the event that the Court reduces or does not approve the requested enhancement awards, Plaintiffs shall not have the right to revoke the Settlement Agreement for that reason, and the Settlement will remain binding;
 - (4) Up to one-third of the Gross Settlement Amount in Class Counsel’s attorneys’ fees (currently estimated at \$58,333.33), plus actual costs and expenses incurred by Class Counsel related to the Lawsuit as supported by declaration, which are currently estimated to be no greater than \$15,000.00. In the event that the Court reduces or does not approve the requested Class Counsel attorneys’ fees or costs, Class Counsel shall not have the right to revoke the Settlement Agreement based on that reason, and the Settlement will remain binding; and

- (5) \$5,000.00 of the Gross Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), 75% of such penalties, or \$3,750.00, will be payable to the Labor & Workforce Development Agency (“LWDA”), and the remaining 25%, or \$1,250.00, will be payable to aggrieved employees as the “PAGA Amount,” as described below.
- D. Defendants will not oppose the reasonableness of these requests. Any reduction by the Court of these requests will revert to the Settlement Class Members who do not opt-out.
- E. **Escalator Clause.** Defendants represent that as of the date of the parties’ mediation on March 2, 2020, members of the Settlement Class worked approximately 5,200 total aggregate workweeks. Should the total number of workweeks worked in the Release Period be greater than 10% of this figure (*i.e.*, if the Settlement Class Members actually worked 5,721 or more total aggregate workweeks in the Release Period), then the Gross Settlement Amount will increase proportionately (*e.g.*, if the number of workweeks in the Release Period was 15% larger than the number represented by Defendants, then Defendants will increase the Gross Settlement Amount by 15%).
- F. **Employer Payroll Taxes.** The Gross Settlement Amount does not include the employer’s share of standard payroll taxes on amounts paid as wages, which shall be paid by Defendants separate and apart from, and in addition to, the Gross Settlement Amount.
4. **Payments to the Settlement Class.** Members of the Settlement Class are not required to submit a claim form to receive a payment (“Individual Settlement Payment”) from the Settlement. Individual Settlement Payments will be determined and paid as follows:
- A. The Settlement Administrator shall first deduct from the Gross Settlement Amount the amounts approved by the Court for Class Counsel’s attorneys’ fees, Class Counsel’s costs and expenses, the enhancement awards, the Settlement Administrator’s fees and expenses for administration, and the LWDA’s share of PAGA civil penalties. The remaining amount shall be known as the “Net Settlement Amount.”
- B. From the Net Settlement Amount, the Settlement Administrator will calculate each Settlement Class Member’s Individual Settlement Payment based on the following formula:
- i. Long Haul Amount: 50% of the Net Settlement Amount will be distributed to each participating Settlement Class Member based on their proportionate number of Long Haul Workweeks worked during the Release Period, by multiplying the Net Settlement Amount by a fraction, the numerator of which is the Settlement Class Member’s total Long Haul Workweeks worked during the Release Period, and the denominator of which is the total number of Long Haul Workweeks worked by all participating Settlement

Class Members during the Release Period. A “Long Haul Workweek” is defined as any workweek in which the Settlement Class Member worked on the DWC Operations contract.

- ii. Waiting Time Amount: 20% of the Net Settlement Amount shall be designated as the “Waiting Time Amount.” The Waiting Time Amount shall be distributed in equal shares to each participating Settlement Class Member who separated their employment from Defendants at any time on or after August 15, 2016.
 - iii. Wage Statement Amount: 10% of the Net Settlement Amount, plus the \$1,250.00 payable to aggrieved employees as PAGA civil penalties, shall be designated as the “Wage Statement/PAGA Amount.” Each participating Settlement Class Member who was employed by Defendants at any time between August 15, 2018, and the close of the Release Period shall receive a portion of the Wage Statement/PAGA Amount proportionate to their total number of workweeks worked during the aforementioned time period.
 - iv. The remainder of the Net Settlement Amount will be distributed to each participating Settlement Class Member based on their proportionate number of total workweeks worked during the Release Period, by multiplying the remaining Net Settlement Amount by a fraction, the numerator of which is the Settlement Class member’s total workweeks worked during the Release Period, and the denominator of which is the total number of workweeks worked by all participating Settlement Class Members during the Release Period.
- C. Within 10 business days following the funding of the Gross Settlement Amount, the Settlement Administrator will calculate each Settlement Class Member’s Individual Settlement Payment, and will prepare and mail Individual Settlement Payments to Settlement Class Members along with amounts award for Plaintiffs’ enhancement payments and Class Counsel’s attorneys’ fees and costs awards.
- D. Individual Settlement Payments shall be allocated as one-third (1/3) wages (subject to applicable withholdings), and two-thirds (2/3) interest and penalties (not subject to withholdings). The Settlement Administrator will be responsible for issuing to participating Settlement Class members an IRS Form W-2 (for amounts paid as wages) and an IRS Form 1099 (for amounts paid as penalties and interest).
- E. Defendants shall fully discharge their obligation to the participating Settlement Class Members who will receive an Individual Settlement Payment through the mailing of a Settlement check, regardless of whether such checks are actually received and/or negotiated by Settlement Class Members. Each Settlement Class Member who receives an Individual Settlement Payment must cash that check within 180 days from the date the Settlement Administrator mails it. Any funds payable to Settlement Class Members whose checks are not cashed within 180

days after mailing shall be distributed by the Settlement Administrator to the Controller of the State of California, Unclaimed Property Fund in the name of the Settlement Class Member.

- F. Neither Plaintiffs nor Defendants shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

5. **Attorneys' Fees and Costs.** Defendants will not object to Class Counsel's request for a total award of attorneys' fees of up to one-third of the Gross Settlement Amount, which is currently estimated to be \$58,333.33. Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed \$15,000.00 from the Gross Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when the Settlement Administrator pays the fee award approved by the Court.

6. **Class Representative Enhancement Awards.** Defendants will not object to a request for enhancement awards of \$10,000.00 (\$5,000.00 to each named Plaintiff) for their time and risk in prosecuting this case and their service to the Settlement Class. These awards will be in addition to each Plaintiff's Individual Settlement Payment as a Settlement Class Member and shall be reported on an IRS Form 1099 issued by the Settlement Administrator. Any amount of the enhancement awards not approved by the Court will be added to the Net Settlement Amount.

7. **Settlement Administrator.** Defendants will not object the appointment of Phoenix Settlement Administrators as Settlement Administrator. Defendants will not object to Plaintiffs seeking approval to pay up to \$7,500.00 for the settlement administration services from the Gross Settlement Amount. The Settlement Administrator shall be responsible for depositing into an account and holding the payment from Defendants comprising the Gross Settlement Amount, sending Notice Packets to the Settlement Class Members, calculating Individual Settlement Payments and preparing all checks and mailings, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be authorized to pay itself from the Gross Settlement Amount only after Individual Settlement Payments have been mailed to all participating Settlement Class Members.

8. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiffs shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for settlement purposes only;
- B. Appointing Paul K. Haines, Fletcher W. Schmidt, and Andrew J. Rowbotham of Haines Law Group, APC as Class Counsel;

- C. Appointing Plaintiffs James Goodine and Greg Crawford as Class Representatives for the Settlement Class;
- D. Approving Phoenix Settlement Administrators, as Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Notice Packet (which is comprised of the Class Notice and Notice of Settlement Award), and directing the mailing of same; and
- G. Scheduling a Final Approval hearing.

9. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

- A. Within 15 business days after the Court signs an order preliminarily approving this Agreement, Defendants will provide the Settlement Administrator with the names, last known addresses, phone numbers, social security numbers, and workweek information for each Settlement Class Member during the Release Period.
- B. Within 10 business days from receipt of this information, the Settlement Administrator shall (i) run the names of all Settlement Class Members through the National Change of Address (“NCOA”) database to determine any updated addresses for Settlement Class Members; (ii) update the address of any Settlement Class Member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Settlement Award for each Settlement Class Member; and (iv) mail a Notice Packet to each Settlement Class Member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- C. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a “skip trace,” to obtain an updated mailing address within 5 business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class Member immediately, and in any event within 5 business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class Member. Settlement Class Members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have an additional 14 calendar days after the Response Deadline to opt-out, object, or dispute their Settlement Award. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline.

- D. Requests for Exclusion. Any Settlement Class Member who wishes to opt-out of the Settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator within 60 calendar days of the date of the initial mailing of the Notice Packets (the "Response Deadline").
- i. The Notice Packet shall state that Settlement Class Members who wish to exclude themselves from the Settlement must submit a Request for Exclusion by the Response Deadline. The Request for Exclusion must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class Member; (2) contain a statement that the Settlement Class Member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class Member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the Settlement, except that a Request for Exclusion not containing a Class Member's telephone number will be deemed valid. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class Member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon.
 - ii. Defendants may, in their discretion, withdraw from this Settlement if more than ten percent (10%) of the Settlement Class Members opt-out of the Settlement. In this event, the Settlement shall be considered void *ab initio* and shall be of no force or effect whatsoever and shall not be referred to or utilized for any purpose whatsoever. The Parties agree not to encourage Settlement Class Members to opt-out of the Settlement. Class Counsel represents that they have not encouraged other employees to opt-out or to pursue individual claims against Defendants.
- E. Objections. Members of the Settlement Class who do not opt-out may object to this Settlement Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendants' counsel, as well as file all such objections with the Court) within the Response Deadline. Defendants' counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval. To be valid, any objection must be postmarked no later than the Response Deadline. Any Settlement Class Member who wishes to may appear in person or through their own counsel (retained at their own expense) and raise an objection at the Final Approval Hearing. Settlement Class Members do not need to submit a written objection to be heard at the Final Approval Hearing.

- F. Notice of Individual Settlement Payment / Disputes. Each Notice Packet mailed to a Settlement Class Member shall disclose the amount of the Settlement Class Member's estimated Individual Settlement Payment as well as all of the information that was used to calculate the Individual Settlement Payment. Settlement Class Members will have the opportunity, should they disagree with Defendants' records regarding the information stated in the Notice of Settlement Award, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall then make recommendation as to the eligibility for, and the amounts of, any Individual Settlement Payment under the terms of this Settlement Agreement. If the Parties cannot agree on a resolution based on the Settlement Administrator's recommendation, the Parties will submit the dispute to the Court for a final determination.

10. **Final Approval.** Following preliminary approval and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiffs shall apply to the Court for entry of an Order:

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Approving Plaintiffs' and Class Counsel's application for attorneys' fees and costs, enhancement payments, settlement administration costs, and payment to the LWDA for its share of civil penalties under PAGA; and
- C. Entering judgment pursuant to California Rule of Court 3.769, which specifies all of the Released Claims as described in this Settlement Agreement and adjudges them to be released.

11. **Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If the Court fails to approve this Settlement for any reasons, the Settlement shall be considered void *ab initio* and shall be of no force or effect whatsoever and shall not be referred to or utilized for any purpose whatsoever.

12. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

13. **No Publicity Prior to Preliminary Approval.** Plaintiffs and Class Counsel warrant that prior to preliminary approval they will not disclose, disseminate and/or publicize, cause or permit to be disclosed, disseminated or publicized, any of the terms of this Settlement Agreement directly or indirectly, specifically or generally, to any person, corporation, association, governmental agency, or other entity except: (1) to their attorneys, accountants, or spouses, all of whom will also be instructed to keep this agreement confidential; (2) to the extent necessary to report income to appropriate taxing authorities; (3) in response to an order of a court of competent jurisdiction or a subpoena issued under the authority thereof; or (4) in response to an inquiry or subpoena issued by a state or federal governmental agency. It is understood and agreed that notice of receipt by Plaintiffs of any such judicial or agency order, inquiry or subpoena shall immediately be communicated by the recipient to counsel for Defendants telephonically, and then confirmed immediately thereafter in writing, so that Defendants will have an opportunity to intervene to assert what rights it may have to non-disclosure prior to responses to said order, inquiry or subpoena. Plaintiffs specifically warrant that they will not directly or indirectly initiate any conversation or other communication with any person regarding this Settlement Agreement, or the matters giving rise to this Agreement prior to preliminary approval. If asked about this Settlement Agreement or the matters giving rise to this Agreement, Plaintiffs shall respond by stating only that “the matter was resolved,” or words to that effect. In addition, Plaintiffs, and Class Counsel agree not to issue a press release or otherwise communicate with the media about the terms of this Settlement. Plaintiffs and Class Counsel may not advertise any of the terms of the Settlement prior to preliminary approval. Plaintiffs and Class Counsel further agree that if contacted regarding this case prior to preliminary approval or by the media, they will state only that the Lawsuit exists and has been resolved. This provision shall not prohibit Class Counsel from communicating with Settlement Class Members after preliminary approval is granted.

14. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Plaintiffs: Fletcher W. Schmidt of Haines Law Group, APC
2155 Campus Drive, Suite 180, El Segundo, CA 90245
fschmidt@haineslawgroup.com

if to Defendants: Regina A. Musolino of Constangy, Brooks, Smith & Prophete, LLP
2029 Century Park East, Ste. 1100, Los Angeles, CA 90067
rmusolino@constangy.com

15. **Review of Preliminary and Final Approval Motions.** Plaintiffs agree to provide Defendants an opportunity to review the preliminary and final approval motions and all supporting filings at least seven days prior to the due date of the filings.

16. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

17. **Enforcement Action.** The Parties agree that the Los Angeles County Superior Court shall have jurisdiction to enforce this Settlement pursuant to California Code of Civil Procedure section 664.6, and California Rule of Court 3.769. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

18. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

19. **Fax or Scan Signature Same Force and Effect as Original Signature.** The Parties agree that this Settlement Agreement may be signed in electronic, faxed, or scanned counterparts, which shall have the same force and effect as an original signature.

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[SIGNATURES BEGIN ON FOLLOWING PAGE]

DATED: 5/22/20

TEAM ONE CONTRACT SERVICES, LLC

By: Jeff Hudson

Name: Jeff Hudson

Title: COO

DATED: 5/22/20

TEAM ONE LOGISTICS, LLC

By: Jeff Hudson

Name: Jeff Hudson

Title: COO

DATED:

PLAINTIFF JAMES GOODINE

By: _____
Plaintiff and Settlement Class Representative

DATED:

PLAINTIFF GREG CRAWFORD

By: _____
Plaintiff and Settlement Class Representative

DATED:

TEAM ONE CONTRACT SERVICES, LLC

By: _____

Name: _____

Title: _____

DATED:

TEAM ONE LOGISTICS, LLC

By: _____

Name: _____

Title: _____

DATED:

PLAINTIFF JAMES GOODINE

May 22, 2020

By: JL
James L. Goodine, Sr. May 22, 2020 15:42 EDT

Plaintiff and Settlement Class Representative

DATED:

PLAINTIFF GREG CRAWFORD

By: _____

Plaintiff and Settlement Class Representative

DATED:

TEAM ONE CONTRACT SERVICES, LLC

By: _____

Name: _____

Title: _____

DATED:

TEAM ONE LOGISTICS, LLC

By: _____

Name: _____

Title: _____

DATED:

PLAINTIFF JAMES GOODINE

By: _____

Plaintiff and Settlement Class Representative

DATED:

PLAINTIFF GREG CRAWFORD

May 27, 2020

By:  _____

Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED: *May 22, 2020*

CONSTANGY, BROOKS, SMITH &
PROPHETE, LLP

By: *Regina A. Musolino*
Regina A. Musolino
Matthew G. Gurnick
Attorneys for Defendants

DATED:

HAINES LAW GROUP, APC

By: _____
Fletcher W. Schmidt
Andrew J. Rowbotham
Attorneys for Plaintiffs

APPROVED AS TO FORM:

DATED:

CONSTANGY, BROOKS, SMITH &
PROPHETE, LLP

By: _____
Regina A. Musolino
Matthew G. Gurnick
Attorneys for Defendants

DATED: May 27, 2020

HAINES LAW GROUP, APC

By:  _____
Fletcher W. Schmidt
Andrew J. Rowbotham
Attorneys for Plaintiffs