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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE – HISTORIC COURTHOUSE

ANTHONY QUINN RUSSELL, on behalf of
himself and all others similarly situated and
aggrieved,

Plaintiff,

v.

CIMC REEFER TRAILER, INC., a
Delaware corporation; STAFFMARK
INVESTMENT, LLC, a Delaware limited
liability company; SHUAI SHAN, an
individual; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: RIC200177

[Assigned to the Hon. Sunshine Sykes, in
Dept. 6]

CLASS ACTION

**JOINT STIPULATION RE: CLASS
ACTION AND REPRESENTATIVE
ACTION SETTLEMENT**

Action Filed: June 1, 2020

Trial Date: None Set

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Attorneys for Defendant STAFFMARK INVESTMENT LLC

1 This Joint Stipulation re: Class Action and Representative Action Settlement
2 (“Settlement” or “Agreement” or “Settlement Agreement”) is made by and between plaintiff
3 Anthony Quinn Russell (“Plaintiff”), individually and on behalf of the Settlement Class, on the
4 one hand; and defendants Staffmark Investment LLC (“Staffmark”), CIMC Reefer Trailer, Inc.
5 (“CIMC”), and Shuai Shan (“Shan”, and collectively with Staffmark and CIMC, “Defendants”)
6 on the other hand, in the lawsuits entitled *Anthony Quinn Russell v. CIMC Reefer Trailer, Inc.*,
7 *et al*, filed in Riverside County Superior Court, Case No. RIC200177 and *Anthony Quinn Russell*
8 *v. CIMC Reefer Trailer, Inc., et al.*, filed in Riverside County Superior Court, Case No.
9 RIC2002480. Plaintiff and Defendants shall be, at times, collectively referred to as the “Parties”.
10 This Agreement is intended by the Parties to fully, finally, and forever resolve the claims as set
11 forth herein, based upon and subject to the terms and conditions of this Agreement.

12 **1. DEFINITIONS**

13 **A. “Action”** means collectively, *Anthony Quinn Russell v. CIMC Reefer Trailer,*
14 *Inc., et al.* filed in Riverside County Superior Court, Case No. RIC200177 (the “Class Action”)
15 and *Anthony Quinn Russell v. CIMC Reefer Trailer, Inc., et al.* filed in Riverside County Superior
16 Court Case No. RIC2002480 (the “PAGA Action”).

17 **B. “Aggrieved Employees”** means all non-exempt, hourly-paid employees of
18 CIMC, whether directly hired or placed by Staffmark, who worked during the PAGA Period in
19 California.

20 **C. “Class Counsel”** means: David D. Bibiyan and Diego Aviles of Bibiyan Law
21 Group, P.C. The term “Class Counsel” shall be used synonymously with the term “Plaintiff’s
22 Counsel.”

23 **D. “Class Period”** means the period from June 1, 2016 through October 15, 2021.

24 **E. “Court”** means the Superior Court of the State of California for the County of
25 Riverside.

26 **F. “Defendants”** means Staffmark Investment LLC, CIMC Reefer Trailer Inc., and
27 Shuai Shan.

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1 **G. “Employer Taxes”** means employer-funded taxes and contributions imposed on
2 the wage portions of the Individual Settlement Payments under the Federal Insurance
3 Contributions Act, the Federal Unemployment Tax Act, and any similar state and federal taxes
4 and contributions required of employers, such as for unemployment insurance.

5 **H. “Effective Date” or “Final Approval Date”** means the date on which the Court’s
6 order grants final approval of the settlement and Judgment thereon (“Final Approval or
7 Judgment”). The Court’s Judgment becomes final upon the later of: (1) final approval of the
8 settlement, if no objection is lodged; (2) if an objection is filed, the expiration date of the time
9 for the filing or noticing of any appeal from, or other challenge to, the Court’s Judgment (*i.e.*,
10 thirty (30) calendar days after notice of entry of the Court’s Judgment); (3) if an appeal is filed,
11 the date it is overruled or dismissed.

12 **I. “General Release”** means the broader release of claims by Plaintiff, which is in
13 addition to Plaintiff’s limited release of claims as a Participating Class Member.

14 **J. “Gross Settlement Amount”** means a non-reversionary fund in the sum of Three
15 Hundred Sixty-Two Thousand Five Hundred Dollars and Zero Cents (\$362,500.00),¹ which shall
16 be paid by Defendants, from which all payments for the Individual Settlement Payments to
17 Participating Class Members, the Court-approved amounts for attorneys’ fees and reimbursement
18 of litigation costs and expenses to Class Counsel, Settlement Administration Costs, the Service
19 Award, the PAGA Payment, and the LWDA Payment shall be paid. It expressly excludes
20 Employer Taxes, which shall be paid by Defendants separate, apart, and in addition to the Gross
21 Settlement Amount.

22 **K. “Individual PAGA Payment”** means a payment made to an Aggrieved
23 Employee for his or her share of the PAGA Payment, which may be in addition to his or her
24 Individual Settlement Share if he or she is also a Participating Class Member.

25 **L. “Individual Settlement Payment”** means a payment to a Participating Class
26 Member of his or her net share of the Net Settlement Amount.

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¹ As the same may be increased in accordance with Paragraph 17, below.

1 **M. “Individual Settlement Share”** means the gross amount of the Net Settlement
2 Amount that a Settlement Class Member is eligible to receive based on the number of Workweeks
3 that he or she worked as a Settlement Class Member during the Class Period if he or she does not
4 submit a timely and valid Request for Exclusion.

5 **N. “LWDA Payment”** means the payment to the State of California Labor and
6 Workforce Development Agency (“LWDA”) for its seventy-five percent (75%) share of the total
7 amount allocated toward penalties under the PAGA all of which is to be paid from the Gross
8 Settlement Amount. The Parties have agreed that Twenty Thousand Dollars and Zero Cents
9 (\$20,000.00) shall be allocated toward PAGA penalties, of which Fifteen Thousand Dollars and
10 Zero Cents (\$15,000.00) will be paid to the LWDA (*i.e.*, the LWDA Payment) and Five Thousand
11 Dollars and Zero Cents (\$5,000.00) will be paid to Aggrieved Employees on a *pro rata* basis
12 based on the Workweeks worked in the PAGA Period (*i.e.*, the PAGA Payment).

13 **O. “Net Settlement Amount”** means the portion of the Gross Settlement Amount
14 that is available for distribution to the Participating Class Members after deductions for the Court-
15 approved allocations for Settlement Administration Costs, a Service Award to Plaintiff, an award
16 of attorneys’ fees, reimbursement of litigation costs and expenses to Class Counsel, the LWDA
17 Payment, and the PAGA Payment.

18 **P. “Operative Complaint” or “Complaint”** means the complaint that shall be filed
19 with the Court in the Class Action pursuant to the stipulation of the Parties that effectively
20 consolidates the allegations of the Class Action and the PAGA Action for the purpose of
21 settlement only.

22 **Q. “PAGA Payment** is the 25% portion of the Twenty Thousand Dollars and Zero
23 Cents (\$20,000.00) that is allocated toward PAGA penalties (Five Thousand Dollars and Zero
24 Cents (\$5,000.00)) that will be paid to Aggrieved Employees on a *pro rata* basis based on the
25 Workweeks worked in the PAGA Period, which would be in addition to their Individual
26 Settlement Share if they are Participating Class Members, as well.

27 **R. “PAGA Period”** means the period from June 29, 2019 through October 15, 2021.

28 **S. “Participating Class Members”** means all Settlement Class Members who do

not submit a timely and valid Request for Exclusion.

T. “Participating Individual Settlement Share” means the gross amount of the Net Settlement Amount that a Participating Class Member is eligible to receive based on the number of Workweeks that he or she worked as a Settlement Class Member during the Class Period once all opt-outs have been factored in, excluding any Individual PAGA Payment to which he or she may be entitled if he or she is also an Aggrieved Employee.

U. “Plaintiff”, “Named Plaintiff” or “Class Representative” shall refer to Plaintiff Anthony Quinn Russell.

V. “Preliminary Approval Date” means the date on which the Court enters an Order granting preliminary approval of the Settlement.

W. “Released Parties” shall mean Defendants and each of their past and present divisions, affiliates, affiliated entities, related entities, parents, subsidiaries, predecessors, successors, joint ventures, assigns, and their respective shareholders, owners, officers, directors, employees, agents, trustees, attorneys, managers, operators, insurers, representatives, administrators, fiduciaries, beneficiaries, subrogees, executors, partners, privies, representatives, consultants, and attorneys.

X. “Response Deadline” means the deadline for Settlement Class Members to mail any Requests for Exclusion, Objections, or Workweek Disputes to the Settlement Administrator, which is forty-five (45) calendar days from the date that the Class Notice is first mailed in English and Spanish by the Settlement Administrator, unless a Class Member’s notice is re-mailed. In such an instance, the Response Deadline shall be fifteen (15) calendar days from the re-mailing, or forty-five (45) calendar days from the date of the initial mailing, whichever is later, in which to postmark a Request for Exclusion, Workweek Dispute or Objection. The date of the postmark shall be the exclusive means for determining whether a Request for Exclusion, Objection, or Workweek Dispute was submitted by the Response Deadline.

Y. “Request for Exclusion” means a written request to be excluded from the Settlement Class pursuant to Paragraph 9(C) below.

Z. “Service Award” means monetary amounts to be paid to Plaintiff of up to Seven

1 Thousand, Five Hundred Dollars and Zero Cents (\$7,500.00), which subject to Court approval,
2 will be paid out of the Gross Settlement Amount.

3 **AA. “Settlement Administration Costs”** means all costs incurred by the Settlement
4 Administrator in administration of the Settlement, including, but not limited to, translating the
5 Class Notice to Spanish, the distribution of the Class Notice to the Settlement Class in English
6 and Spanish, calculating Individual Settlement Shares, Individual Settlement Payments,
7 Individual PAGA Payments, and Participating Individual Settlement Shares, as well as associated
8 taxes and withholdings, providing declarations, generating Individual Settlement Payment
9 checks and related tax reporting forms, doing administrative work related to unclaimed checks,
10 transmitting payment to Class Counsel for the Court-approved amounts for attorneys’ fees and
11 reimbursement of litigation costs and expenses, to Plaintiff for his Service Award, and to the
12 LWDA for the LWDA Payment, providing weekly reports of opt-outs, objections and related
13 information, and any other actions of the Settlement Administrator as set forth in this Agreement,
14 all pursuant to the terms of this Agreement. The Settlement Administration Costs are estimated
15 not to exceed Eight Thousand Dollars and Zero Cents (\$9,180.00). If the actual amount of the
16 Settlement Administration Costs is less than \$9,180.00, the difference between \$9,180.00 and
17 the actual Settlement Administration Costs shall be a part of the Net Settlement Amount. If the
18 Settlement Administration Costs exceed \$9,180.00 then such excess will be paid solely from the
19 Gross Settlement Amount and Defendants will not be responsible for paying any additional funds
20 in order to pay these additional costs.

21 **BB. “Settlement Administrator”** means the Third-Party Administrator mutually
22 agreed upon by the Parties that will be responsible for the administration of the Settlement
23 including, without limitation, translating the Class Notice in Spanish, the distribution of the
24 Individual Settlement Payments to be made by Defendants from the Gross Settlement Amount
25 and related matters under this Agreement.

26 **CC. “Settlement Class” or “Settlement Class Members”** means all current and
27 former non-exempt, hourly-paid employees of CIMC, whether directly hired or placed by
28 Staffmark, who worked during the Class Period in California.

1 **DD.** “**Workweeks**” means the number of weeks that a Settlement Class Member was
2 employed by and worked for the Defendants in a non-exempt, hourly position during the Class
3 Period in California, based on hire dates, re-hire dates, and termination dates.

4 **2. BACKGROUND**

5 **A.** On April 23, 2020, Plaintiff filed with the LWDA and served on Defendants a
6 notice under Labor Code section 2699.3 stating he intended to serve as a proxy of the LWDA to
7 recover civil penalties for Aggrieved Employees for various Labor Code violations. (“PAGA
8 Notice”).

9 **B.** Also on April 23, 2020, Plaintiff filed a putative wage-and-hour class action
10 alleging that, during the Class Period, Defendants, as it pertains to Class Members: (1) failure to
11 pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods or
12 compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof;
13 (5) failure to pay wages due upon separation from employment; (6) wage statement violations;
14 (7) failure to reimburse employees for business expenses; and (8) unfair competition (“Class
15 Action”).

16 **C.** On June 29, 2020, after sixty-five (65) days had passed without any action by the
17 LWDA with respect to the alleged labor code violations set out in the PAGA Notice, Plaintiff
18 filed a representative action seeking penalties under the Private Attorneys’ General Act of 2004
19 pursuant to Labor Code sections 210, 226.3, 558, 1197.1 and 2699, and in connection with
20 violations of Labor Code section 201-204, 226, 226.3, 226.7, 246, 404, 432, 510, 512, 558.1,
21 1174, 1194, 1194.2, 1197, 1197.1, 1198.5, 2802, and 2810.5 for claims arising during the PAGA
22 Period (“PAGA Action”).

23 **D.** On March 15, 2021, the Court consolidated the Class Action and PAGA Action
24 after Staffmark filed an unopposed Motion to Consolidate the two actions.

25 **E.** Shortly thereafter, the Parties agreed to exchange informal discovery and attend
26 an early mediation, in which Plaintiff was provided with, among other things: (1) time and payroll
27 records, including average rates of pay, of approximately 53 of 134 (*i.e.* 40%) of Staffmark’s
28 non-exempt, hourly-paid employees placed to work at CIMC during the relevant statutory period;

(2) time an payroll records of approximately 16 of 42 (*i.e.* 40%) of CIMC's non-exempt, hourly-paid employees directly hired by CIMC during the relevant statutory period; (3) contact information for Staffmark's non-exempt, hourly paid employees; (4) contact information for 42 of CIMC's non-exempt, hourly-paid employees; (5) Staffmark's employee handbooks; and (6) all documents pertaining to Plaintiff in Defendants possession or control.

F. On August 16, 2021, the Parties participated in a full-day mediation before the Hon. Carl J. West (Ret.), a well-regarded mediator experienced in mediating complex labor and employment matters. With the aid of the mediator's evaluation, the Parties reached the Settlement to resolve the Action.

G. Class Counsel has conducted significant investigation of the law and facts relating to the claims asserted in the Action and the PAGA Notice, and have concluded that that the Settlement set forth herein is fair, reasonable, adequate, and in the best interests of the Settlement Class, taking into account the sharply contested issues involved, the expense and time necessary to litigate the Action through trial and any appeals, the risks and costs of further litigation of the Action, the risk of an adverse outcome, the uncertainties of complex litigation, the information learned through informal discovery regarding Plaintiff's allegations, and the substantial benefits to be received by Settlement Class Members.

H. Defendants have concluded that, because of the substantial expense of defending against the Action, the length of time necessary to resolve the issues presented herein, the inconvenience involved, and the concomitant disruption to its business operations, it is in its best interest to accept the terms of this Agreement. Defendants deny each of the allegations and claims asserted against it in the Action and the PAGA Notice. However, Defendants nevertheless desires to settle the Action for the purpose of avoiding the burden, expense and uncertainty of continuing litigation and for the purpose of putting to rest the controversies engendered by the Action.

I. This Agreement is intended to and does effectuate the full, final, and complete resolution of all Class Released Claims of Plaintiff and Participating Class Members, and all PAGA Released Claims of Plaintiff and, to the extent permitted by law, of the State of California

and Aggrieved Employees.

3. JURISDICTION

The Court has jurisdiction over the Parties and the subject matter of the Action. The Action includes claims that, if proven, would authorize the Court to grant relief pursuant to the applicable statutes. After the Court has granted Final Approval of the Settlement and entered judgment, the Court shall retain jurisdiction over the Parties to enforce the terms of the judgment pursuant to California Rule of Court, rule 3.769, subdivision (h).

4. STIPULATION OF CLASS CERTIFICATION

The Parties stipulate to the certification of the Settlement Class under this Agreement for purposes of settlement only.

5. MOTIONS FOR APPROVAL OF SETTLEMENT

After full execution of this Agreement, Plaintiff will move for an order granting preliminary approval of the Settlement, approving and directing the mailing of the proposed Notice of Class Action Settlement (“Class Notice”) attached hereto as **Exhibit “A”**, conditionally certifying the Settlement Class for settlement purposes only, and approving the deadlines proposed by the Parties for the submission of Requests for Exclusion, Workweek Disputes, and Objections. If and when the Court preliminarily approves the Settlement, and after administration of the Class Notice in a manner consistent with the Court’s Preliminary Approval Order, Plaintiff will move for an order finally approving the Settlement and seek entry of a Judgment in line with this Settlement. The Parties may both respond to any Objections lodged to final approval of the Settlement up to five (5) court days before the Final Approval Hearing.

6. STATEMENT OF NO ADMISSION

Defendants deny any wrongdoing of any sort and further deny any liability to Plaintiff and the Settlement Class with respect to any claims or allegations asserted in the Action, the PAGA Notice and the Amended PAGA Notice. This Agreement shall not be deemed an admission by Defendants of any claims or allegations asserted in the Action or the PAGA Notice. Except as set forth elsewhere herein, in the event that this Agreement is not approved by the Court, or any appellate court, is terminated, or otherwise fails to be enforceable, Plaintiff will not

1 be deemed to have waived, limited or affected in any way any claims, rights or remedies, or
2 defenses in the Action or the PAGA Notice, and Defendants will not be deemed to have waived,
3 limited, or affected in any way any of its objections or defenses in the Action or the PAGA
4 Notice. The Parties shall be restored to their respective positions in the Action prior to the entry
5 of this Settlement.

6 **7. RELEASE OF CLAIMS**

7 **A. Release by All Participating Class Members.**

8 Effective only upon the entry of an Order granting Final Approval of the Settlement, entry
9 of Judgment, and payment by Defendants to the Settlement Administrator of the full Gross
10 Settlement Amount and Employers' Taxes necessary to effectuate the Settlement, Plaintiff and
11 all Participating Class Members release all class claims arising during the Class Period alleged
12 or that could have been alleged based on the facts alleged in the Operative Complaint, including
13 but not limited to damages, restitution, interest, attorney's fees, costs, statutory and civil
14 penalties, or any other form of relief whatsoever, in connection with claims for: failure to pay
15 overtime wages; failure to pay minimum wages; failure to provide meal periods or compensation
16 in lieu thereof; failure to provide rest periods or compensation in lieu thereof; waiting time
17 penalties; wage statement violations; failure to reimburse employees for reasonable business
18 expenses; failing to provide employees with the amount of paid sick leave and violation of Labor
19 Code sections 200, 201, 202, 203, 226, 226.7, 510, 512, 1174, 1194, 1194.2, 1197, 1198.5, 1199,
20 and 2802, and, to the extent tethered to the above-referenced Labor Code violations: Labor Code
21 sections 218 and 218.6, Code of Civil Procedure sections 1021.5 and 1032, Civil Code section
22 3287, Business and Professions Code sections 17200, et seq., the applicable IWC Wage Orders,
23 and the Fair Labor Standards Act (the "Class Released Claims"). For Aggrieved Employees,
24 and, to the extent permitted by law, the State of California, the release includes for the duration
25 of the PAGA Period, all claims asserted in the PAGA Notice and alleged in the Operative
26 Complaint, for PAGA civil penalties pursuant to Labor Code sections 210, 226.3, 558, 1197.1,
27 and 2699 in connection with alleged violations of Labor Code sections 201, 202, 203, 204, 226,
28 226.3, 226.7, 246, 404, 432, 510, 512, 1174, 1194, 1194.2, 1197, 1197.1, 1198.5, 2802, 2810.5

1 (the “PAGA Released Claims”). The Class Released Claims and PAGA Released Claims shall
2 be referred to herein as the “Released Claims”. The release expressly excludes all other claims,
3 including claims for vested benefits, wrongful termination, unemployment insurance, disability,
4 social security, workers’ compensation, and class claims outside of the Class Period and PAGA
5 claims outside of the PAGA Period. The Class Released Claims also exclude claims under the
6 Fair Credit Reporting Act, the Consumer Credit Reporting Agencies Act, and the Investigative
7 Consumer Reporting Agencies Act.

8 **B. General Release.**

9 Effective only upon the entry of an Order granting Final Approval of the Settlement, entry
10 of Judgment, and payment by Defendants to the Settlement Administrator selected of the full
11 Gross Settlement Amount and Employers’ Taxes necessary to effectuate the Settlement, in
12 addition to the Released Claims, Plaintiff makes the additional following General Release:
13 Plaintiff releases the Released Parties from all claims, demands, rights, liabilities and causes of
14 action of every nature and description whatsoever, known or unknown, asserted or that might
15 have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule,
16 law or regulation arising out of, relating to, or in connection with any act or omission of the
17 Released Parties through the date of full execution of this Agreement in connection with
18 Plaintiff’s employment with Defendants or the termination thereof, except for any and all other
19 claims that may not be released as a matter of law through this Agreement. To the extent of the
20 General Release provided herein, Plaintiff stipulates and agrees that, upon entry of an Order
21 granting Final Approval of the Settlement, entry of Judgment, and payment by Defendants to the
22 Settlement Administrator selected of the full Gross Settlement Amount and Employers’ Taxes
23 necessary to effectuate the Settlement, he shall have expressly waived and relinquished, to the
24 fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the
25 California Civil Code, or any other similar provision under federal or state law, which provides:

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

1 This General Release expressly excludes any claims of Plaintiff against the Released
2 Parties under the Fair Employment and Housing Act (“FEHA”), failure to engage in the
3 interactive policy, failure to provide reasonable accommodation, wrongful termination in
4 violation of public policy, intentional infliction of emotional distress, negligent infliction of
5 emotional distress, the Fair Credit Reporting Act, the Consumer Credit Reporting Agencies Act,
6 and the Investigative Consumer Reporting Agencies Act. These claims of Plaintiff are the subject
7 of separate actions and/or threatened litigation and shall not be affected in any manner by this
8 Agreement.

9 **8. SETTLEMENT ADMINISTRATOR**

10 **A.** Plaintiff and Defendants, through their respective counsel, have selected ILYM
11 Group, Inc. to administer the Settlement, which includes but is not limited to translating the Class
12 Notice to Spanish, distributing and responding to inquiries about the Class Notice and calculating
13 all amounts to be paid from the Gross Settlement Amount. Charges and expenses of the
14 Settlement Administrator, currently estimated to be \$9,180.00 will be paid from the Gross
15 Settlement Amount. If the actual amount of the Settlement Administration Costs is less than
16 \$9,180.00, the difference between \$9,180.00 and the actual Settlement Administration Costs
17 shall be a part of the Net Settlement Amount. If the Settlement Administration Costs exceed
18 \$9,180.00, then such excess will be paid solely from the Gross Settlement Amount and
19 Defendants will not be responsible for paying any additional funds in order to pay these
20 additional costs.

21 **9. NOTICE, WORKWEEK DISPUTE, OBJECTION, AND EXCLUSION**
22 **PROCESS**

23 **A. Notice to the Settlement Class Members**

24 (1) Within thirty (30) calendar days after the Preliminary Approval Date,
25 Defendants’ Counsel shall provide the Settlement Administrator with information with respect
26 to each Settlement Class Member, including his or her: (1) name; (2) last known address(es)
27 currently in Defendants’ possession, custody, or control; (3) last known telephone number(s)
28 currently in Defendants’ possession, custody, or control; (4) last known Social Security

1 Number(s) in Defendants' possession, custody, or control; and (5) the dates of employment (*i.e.*,
2 hire dates, and, if applicable, re-hire date(s) and/or separation date(s)) for each Settlement Class
3 Member ("Class List"), which shall be made available to Class Counsel upon request. The
4 Settlement Administrator shall perform an address search using the United States Postal Service
5 National Change of Address ("NCOA") database and update the addresses contained on the Class
6 List with the newly-found addresses, if any. Within fourteen (14) calendar days of receiving the
7 Class List from Defendants, the Settlement Administrator shall mail the Class Notice in English
8 and Spanish to the Settlement Class Members via first-class regular U.S. Mail using the most
9 current mailing address information available. The Settlement Administrator shall maintain the
10 Class List and digital copies of all the Settlement Administrator's records evidencing the giving
11 of notice to any Settlement Class Member, for at least four (4) years from the Effective Date.

12 (2) The Class Notice will set forth:

- 13 (a) the Settlement Class Member's estimated Individual
14 Settlement Payment and Individual PAGA Payment,
15 and the basis for each;
 - 16 (b) the information required by California Rule of Court,
17 rule 3.766, subdivision (d);
 - 18 (c) the material terms of the Settlement;
 - 19 (d) the proposed Settlement Administration Costs;
 - 20 (e) the definition of the Settlement Class;
 - 21 (f) a statement that the Court has preliminarily approved
22 the Settlement;
 - 23 (g) how the Settlement Class Member can obtain
24 additional information, including contact information
25 for Class Counsel;
 - 26 (h) information regarding opt-out and objection
27 procedures;
- 28

- 1 (i) the date and location of the Final Approval Hearing;
2 and
3 (j) that the Settlement Class Member must notify the
4 Settlement Administrator no later than the Response
5 Deadline if the Settlement Class Member disputes the
6 accuracy of the number of Workweeks as set forth on
7 his or her Class Notice (“Workweek Dispute”). If a
8 Settlement Class Member fails to timely dispute the
9 number of Workweeks attributed to him or her in
10 conformity with the instructions in the Class Notice,
11 then he or she shall be deemed to have waived any
12 objection to its accuracy and any claim to any
13 additional settlement payment based on different data.

14 (3) If a Class Notice from the initial notice mailing is returned as
15 undeliverable, the Settlement Administrator will attempt to obtain a current address for the
16 Settlement Class Member to whom the returned Class Notice had been mailed, within five (5)
17 calendar days of receipt of the returned Class Notice, by: (1) contacting the Settlement Class
18 Member by phone, if possible, and (2) undertaking skip tracing. If the Settlement Administrator
19 is successful in obtaining a new address, it will promptly re-mail the Class Notice to the
20 Settlement Class Member. Further, any Class Notices that are returned to the Settlement
21 Administrator with a forwarding address before the Response Deadline shall be promptly re-
22 mailed to the forwarding address affixed thereto.

23 (4) No later than fourteen (14) calendar days from the Response Deadline, the
24 Settlement Administrator shall provide counsel for the Parties with a declaration attesting to the
25 completion of the notice process, including the number of attempts to obtain valid mailing
26 addresses for and re-sending of any returned Class Notices, as well as the identities, number of,
27 and copies of all Requests for Exclusion and Objections received by the Settlement
28 Administrator.

1 **B. Objections.**

2 Only Participating Class Members may object to the Settlement. In order for any
3 Settlement Class Member to object to this Settlement in writing, or any term of it, he or she must
4 do so by mailing a written objection to the Settlement Administrator at the address or phone
5 number provided on the Class Notice no later than the Response Deadline. The Settlement
6 Administrator shall email a copy of the Objection forthwith to Class Counsel and Defendants’
7 counsel and attach copies of all Objections to the Declaration it provides Class Counsel, which
8 Class Counsel shall file in support of Plaintiff’s Motion for Final Approval. The Objection
9 should set forth in writing: (1) the Objector’s name; (2) the Objector’s address; (3) the last four
10 digits of the Objector’s Social Security Number; (4) the Objector’s signature; (5) a statement of
11 whether the Objector plans to appear at the Final Approval Hearing; and (6) the reason(s) for the
12 Objection, along with whatever legal authority, if any, the Objector asserts in support of the
13 Objection. If a Settlement Class Member objects to the Settlement, the Settlement Class Member
14 will remain a member of the Settlement Class and if the Court approves this Agreement, the
15 Settlement Class Member will be bound by the terms of the Settlement in the same way and to
16 the same extent as a Settlement Class Member who does not object. The date of mailing of the
17 Class Notice to the objecting Settlement Class Member shall be conclusively determined
18 according to the records of the Settlement Administrator. Settlement Class Members need not
19 object in writing to be heard at the Final Approval Hearing; they may object or comment in
20 person at the hearing at their own expense. Class Counsel and Defendants’ Counsel may respond
21 to any objection lodged with the Court up to five (5) court days before the Final Approval
22 Hearing.

23 **C. Requesting Exclusion.**

24 Any Settlement Class Member may request exclusion from (*i.e.*, “opt out” of) the
25 Settlement by mailing a written request to be excluded from the Settlement (“Request for
26 Exclusion”) to the Settlement Administrator, postmarked on or before the Response Deadline.
27 To be valid, a Request for Exclusion must include: (1) the Class Member’s name; (2) the Class
28 Member’s Social Security Number; (3) the Class Member’s signature; and (4) the following

statement: “Please exclude me from the Settlement Class in the *Anthony Quinn Russell v. Staffmark Investment, LLC., et al.* matter” or a statement of similar meaning. The Settlement Administrator shall immediately provide copies of all Requests for Exclusion to Class Counsel and Defendants’ Counsel and shall report the Requests for Exclusions that it receives, to the Court, in its declaration to be provided in advance of the Final Approval Hearing. Any Settlement Class Member who requests exclusion using this procedure will not be entitled to receive any payment from the Settlement and will not be bound by the Settlement Agreement or have any right to object to, appeal, or comment on the Settlement. Any Settlement Class Member who does not opt out of the Settlement by submitting a timely and valid Request for Exclusion will be bound by all terms of the Settlement, including those pertaining to the Released Claims, as well as any Judgment that may be entered by the Court if Final Approval of the Settlement is granted. A Settlement Class Member cannot submit both a Request for Exclusion and an objection. If a Settlement Class Member submits an Objection and a Request for Exclusion, the Request for Exclusion will control and the Objection will be overruled. Settlement Class Members who worked during the PAGA Period as Aggrieved Employees that submit a valid Request for Exclusion will still be deemed Aggrieved Employees, will still receive their Individual PAGA Payments, and will be bound by the release of the PAGA Released Claims.

D. Disputes Regarding Settlement Class Members’ Workweek Data.

Each Settlement Class Member may dispute the number of Workweeks attributed to him or her on his or her Class Notice (“Workweek Dispute”). Any such disputes must be mailed to the Settlement Administrator by the Settlement Class Member, postmarked on or before the Response Deadline. The Settlement Administrator shall immediately provide copies of all disputes to Class Counsel and counsel for Defendants and shall immediately attempt to resolve all such disputes directly with relevant Settlement Class Member(s) with the assistance of Defendants and Class Counsel. If the dispute cannot be resolved in this manner, the Court shall adjudicate the dispute.

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1 **10. INDIVIDUAL SETTLEMENT PAYMENTS AND INDIVIDUAL**
2 **PAGA PAYMENTS**

3 Individual Settlement Payments will be calculated and distributed to Participating Class
4 Members from the Net Settlement Amount on a *pro rata* basis, based on the Participating Class
5 Members' respective number of Workweeks during the Class Period. Individual PAGA
6 Payments to Aggrieved Employees will be calculated and distributed to Aggrieved Employees
7 from the PAGA Payment on a *pro rata* basis based on Aggrieved Employees' respective
8 number of Workweeks during the PAGA Period. Specific calculations of the Individual
9 Settlement Shares and Individual PAGA Payments to Aggrieved Employees will be made as
10 follows:

11 **A.** The Settlement Administrator will determine the total number of Workweeks
12 worked by each Settlement Class Member during the Class Period ("Class Member's
13 Workweeks"), as well as the aggregate number of Workweeks worked by all Settlement Class
14 Members during the Class Period ("Class Workweeks"). Additionally, the Settlement
15 Administrator will determine the total number of Workweeks worked by each Aggrieved
16 Employee during the PAGA Period ("Aggrieved Employee's Workweeks"), as well as the
17 aggregate number of Workweeks worked by all Aggrieved Employees during the PAGA Period
18 ("PAGA Workweeks").

19 **B.** To determine each Settlement Class Member's Individual Settlement Share, the
20 Settlement Administrator will use the following formula: Individual Settlement Share =
21 (Settlement Class Member's Workweeks ÷ Class Workweeks) × Net Settlement Amount.

22 **C.** To determine each Participating Class Member's Participating Individual
23 Settlement Share, the Settlement Administrator will determine the aggregate number of
24 Workweeks worked by all Participating Class Members during the Class Period ("Participating
25 Class Workweeks") and use the following formula: Individual Settlement Share =
26 (Participating Class Member's Workweeks ÷ Participating Class Workweeks) × Net Settlement
27 Amount.

28 **D.** The net amount of the Participating Individual Settlement Share is to be paid out

to Participating Class Members by way of check and is referred to as “Individual Settlement Payment(s)”.

E. To determine each Aggrieved Employee’s Individual PAGA Payment, the Settlement Administrator will use the following formula: Aggrieved Employee’s Individual PAGA Payment = (Aggrieved Employee’s Workweeks ÷ PAGA Workweeks) x \$5,000.00 (the PAGA Payment).

F. Individual Settlement Payments and Individual PAGA Payments shall be paid to Participating Class Members and/or Aggrieved Employees by way of check. When a Participating Class Member is also an Aggrieved Employee, one check may be issued that aggregates both the Individual Settlement Payment and the Individual PAGA Payment.

11. DISTRIBUTION OF PAYMENTS

A. Distribution of Individual Settlement Payments.

Participating Class Members will receive an Individual Settlement Payment and Aggrieved Employees will receive an Individual PAGA Payment. Individual Settlement Payment and Individual PAGA Payment checks shall remain valid and negotiable for one hundred and eighty (180) calendar days after the date of their issuance. If the checks remain uncashed after ninety (90) calendar days, a reminder postcard will be sent to those Participating Class Members with uncashed checks, advising them to cash the check or request a replacement check. If checks still remain uncashed after one hundred and fifty (150) days, another similar postcard will be sent to those Participating Class Members with uncashed checks. After one hundred and eighty (180) calendar days, all uncashed checks shall be sent to the California State Controller’s Office to be held as “unclaimed property” in the Participating Class Member’s name.

B. Funding of Settlement.

Defendants shall, within thirty (30) calendar days of the Effective Date, make payment of the Gross Settlement Amount (as the same may be escalated pursuant to Paragraph 17 of this Agreement) and Employer Taxes to the Settlement Administrator pursuant to Internal Revenue Code section 1.468B-1 for deposit in an interest-bearing qualified settlement account (“QSA”)

with an FDIC insured banking institution, for distribution in accordance with this Agreement and the Court's Orders and subject to the conditions described herein.

C. Time for Distribution.

Within fourteen (14) calendar days after payment of the full Gross Settlement Amount and Employer Taxes by Defendants, or as soon thereafter as practicable, the Settlement Administrator shall distribute Payments from the QSA for: (1) the Service Award to Plaintiff as specified in this Agreement and approved by the Court; (2) the Attorneys' Fees and Cost Award to be paid to Class Counsel, as specified in this Agreement and approved by the Court; (3) the Settlement Administrator Costs, as specified in this Agreement and approved the Court; (4) the LWDA Payment, as specified in this Agreement and approved by the Court; and (5) Individual PAGA Payments as specified in this Agreement and approved by the Court. The balance remaining shall constitute the Net Settlement Amount from which Individual Settlement Payments shall be made to Participating Class Members, less applicable taxes and withholdings. All interest accrued shall be for the benefit of the Class Members and distributed on a *pro rata* basis to Participating Class Members based on the number of Workweeks worked by them in the Class Period.

12. ATTORNEYS' FEES AND LITIGATION COSTS

Class Counsel shall apply for, and Defendants shall not oppose, an award of attorneys' fees of up to 35% of the Gross Settlement Amount, which, unless escalated pursuant to Paragraph 17 of this Agreement, amounts to One Hundred Twenty-Six Thousand Eight Hundred Seventy-Five Dollars and Zero Cents (\$126,875.00). Class Counsel shall further apply for, and Defendants shall not oppose, an application or motion by Class Counsel for reimbursement of actual costs associated with Class Counsel's prosecution of this matter as set forth by declaration testimony in an amount up to Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00). Awards of attorneys' fees and costs shall be paid out of the Gross Settlement Amount, for all past and future attorneys' fees and costs necessary to prosecute, settle, and obtain Final Approval of the settlement in Action. The "future" aspect of the amounts stated herein includes, without limitation, all time and expenses expended by Class Counsel (including any appeals therein).

1 There will be no additional charge of any kind to either the Settlement Class Members or request
2 for additional consideration from Defendants for such work unless, Defendants materially breach
3 this Agreement, including any term regarding funding, and further efforts are necessary from
4 Class Counsel to remedy said breach, including, without limitation, moving the Court to enforce
5 the Agreement. Should the Court approve attorneys' fees and/or litigation costs and expenses in
6 amounts that are less than the amounts provided for herein, then the unapproved portion(s) shall
7 be a part of the Net Settlement Amount.

8 **13. SERVICE AWARD TO PLAINTIFF**

9 Named Plaintiff shall seek, and Defendants shall not oppose, a Service Award in an
10 amount not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) for
11 participation in and assistance with the Class Action. Any Service Award awarded to Plaintiff
12 shall be paid from the Gross Settlement Amount and shall be reported on an IRS Form 1099. If
13 the Court approves the Service Award to Plaintiff in less than the amounts sought herein, then
14 the unapproved portion(s) shall be a part of the Net Settlement Amount.

15 **14. TAXATION AND ALLOCATION**

16 a. Each Individual Settlement Share shall be allocated as follows: (1) 10% to wages
17 to be reported on an IRS Form W-2; and (2) 45% to interest and 45% to penalties, to be reported
18 on an IRS Form 1099. Each Individual PAGA Payment shall be allocated entirely as penalties.
19 The Parties agree that the employees' share of taxes and withholdings with respect to the wage-
20 portion of the Individual Settlement Share will be withheld from the Individual Settlement Share
21 in order to yield the Individual Settlement Payment. The amount of federal income tax
22 withholding will be based upon a flat withholding rate for supplemental wage payments in
23 accordance with Treasury Regulation § 31.3402(g)-1(a)(2) as amended or supplemented. Income
24 tax withholding will also be made pursuant to applicable state and/or local withholding codes or
25 regulations.

26 b. Forms W-2 and/or Forms 1099 will be distributed by the Settlement
27 Administrator at times and in the manner required by the Internal Revenue Code of 1986 (the
28 "Code") and consistent with this Agreement. If the Code, the regulations promulgated

thereunder, or other applicable tax law, is changed after the date of this Agreement, the processes set forth in this Section may be modified in a manner to bring Defendants into compliance with any such changes.

c. All Employer Taxes shall be paid by Defendants separate, apart, and in addition to the Gross Settlement Amount. Defendants shall remain liable to pay the employer's share of payroll taxes as described above.

d. Neither Counsel for Plaintiff nor Defendants intend anything contained in this Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended) or otherwise.

15. PRIVATE ATTORNEYS' GENERAL ACT ALLOCATION

The Parties agree to allocate Twenty Thousand Dollars and Zero Cents (\$20,000.00) of the Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, seventy-five percent (75%) of the amount allocated toward PAGA (\$15,000.00) will be paid to the LWDA and twenty-five percent (25%) (\$5,000.00) will be distributed to Aggrieved Employees on a *pro rata* basis based upon their respective Workweeks worked as Aggrieved Employees during the PAGA Period.

16. COURT APPROVAL

This Agreement is contingent upon an order by the Court granting Final Approval of the Settlement, and that the LWDA does not intervene and object to the Settlement. In the event it becomes impossible to secure approval of the Settlement by the Court and the LWDA, the Parties shall be restored to their respective positions in the Action prior to entry of this Settlement. If this Settlement Agreement is voided, not approved by the Court or approval is reversed on appeal, it shall have no force or effect and no Party shall be bound by its terms except to the extent: (a) the Court reserves any authority to issue any appropriate orders when denying approval; and/or (b) there are any terms and conditions in this Settlement Agreement specifically stated to survive the Settlement Agreement being voided or not approved, and which control in such an event.

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1 **17. INCREASE IN WORKWEEKS**

2 Defendants represents that there are no more than 6,200 Workweeks worked during the
3 Class Period by Class Members. In the event the number of Workweeks worked by Class
4 Members during the Class Period increases by more than 10%, or 620 Workweeks, then the
5 Gross Settlement Amount shall be increased proportionally by the Workweeks in excess of
6 6,820 Workweeks (6,200 Workweeks + 620 Workweeks) multiplied by the Workweek Value.
7 The Workweek Value shall be calculated by dividing the originally agreed-upon Gross
8 Settlement Amount (\$362,500) by 6,200 Workweeks, which amounts to a Workweek Value of
9 \$58.47. Thus, for example, should there be 7,000 Workweeks in the Class Period, then the
10 Gross Settlement Amount shall be increased by \$46,776. ((7,000 Workweeks – 6,200
11 Workweeks) x \$58.47 per Workweek.) Staffmark and CIMC shall contribute to any increase
12 in the Gross Settlement Amount in proportion to their original percentage contributions: (1)
13 Staffmark will pay 40% of any increase; and (2) CIMC will pay 60% of any increase.

14 **18. NOTICE OF JUDGMENT**

15 In addition to any duties set out herein, the Settlement Administrator shall provide
16 notice of the Final Judgment entered in the Action by posting the same on its website for a
17 period of no less than four (4) years.

18 **19. MISCELLANEOUS PROVISIONS**

19 **A. Interpretation of the Agreement.**

20 This Agreement constitutes the entire agreement between the Parties with respect to its
21 subject matter. Except as expressly provided herein, this Agreement has not been executed in
22 reliance upon any other written or oral representations or terms, and no such extrinsic oral or
23 written representations or terms shall modify, vary or contradict its terms. In entering into this
24 Agreement, the Parties agree that this Agreement is to be construed according to its terms and
25 may not be varied or contradicted by extrinsic evidence. The Agreement will be interpreted and
26 enforced under the laws of the State of California, both in its procedural and substantive aspects,
27 without regard to its conflict of law provisions. Any claim arising out of or relating to the
28 Agreement, or the subject matter hereof, will be resolved solely and exclusively in the Superior

1 Court of the State of California for the County of Riverside, and Plaintiff and Defendants hereby
2 consent to the personal jurisdiction of the Court in the Action over it solely in connection
3 therewith. The foregoing is only limited to disputes concerning this Agreement. The Parties,
4 and each of them, participated in the negotiation and drafting of this Agreement and had available
5 to them the advice and assistance of independent counsel. As such, neither Plaintiff nor
6 Defendants may claim that any ambiguity in this Agreement should be construed against the
7 other. The Agreement may be modified only by a writing signed by counsel for the Parties and
8 approved by the Court.

9 **B. Further Cooperation.**

10 The Parties and their respective attorneys shall proceed diligently to prepare and execute
11 all documents, to seek the necessary approvals from the Court, and to do all things reasonably
12 necessary to consummate the Settlement as expeditiously as possible.

13 **C. Counterparts.**

14 The Agreement may be executed in one or more actual or non-original counterparts, all
15 of which will be considered one and the same instrument and all of which will be considered
16 duplicate originals.

17 **D. Authority.**

18 Each individual signing below warrants that he or she has the authority to execute this
19 Agreement on behalf of the Party for whom or which that individual signs.

20 **E. No Third-Party Beneficiaries.**

21 Plaintiff, Participating Class Members, Aggrieved Employees, the State of California,
22 Class Counsel, and Defendants are direct beneficiaries of this Agreement, but there are no third-
23 party beneficiaries.

24 **F. Deadlines Falling on Weekends or Holidays.**

25 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday,
26 or legal holiday, that deadline shall be continued until the following business day.

27 **G. Severability.**

28 In the event that one or more of the provisions contained in this Agreement shall for any

1 reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
2 unenforceability shall in no way effect any other provision if Defendants' Counsel and Class
3 Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed
4 as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.
5

6 **IT IS SO AGREED:**

7 Dated: May 14, 2022, 2022


Anthony russell (May 14, 2022 10:26 PDT)

ANTHONY QUINN RUSSELL
Plaintiff and Class Representative

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10
11 Dated: _____, 2022

STAFFMARK INVESTMENT LLC
Defendant
By:
Its:

12
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14
15 Dated: _____, 2022

CIMC REEFER TRAILER, INC.
Defendant
By:
Its:

16
17
18
19 Dated: _____, 2022

SHUAI SHAN
Defendant
By:
Its:

20
21
22
23 **AGREED AS TO FORM ONLY:**

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25
26 Dated: _____, 2022

DAVID D. BIBIYAN
VEDANG J. PATEL
Counsel for Plaintiff, ANTHONY QUINN
RUSSELL

reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendants' Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED:

Dated: _____, 2022

ANTHONY QUINN RUSSELL
Plaintiff and Class Representative

Dated: _____, 2022

STAFFMARK INVESTMENT LLC
Defendant
By:
Its:

Dated: _____, 2022

CIMC REEFER TRAILER, INC.
Defendant
By:
Its:

Dated: _____, 2022

SHUAI SHAN
Defendant
By:
Its:

AGREED AS TO FORM ONLY:

Dated: May 16 _____, 2022

Vedang J. Patel

DAVID D. BIBIYAN
VEDANG J. PATEL
**Counsel for Plaintiff, ANTHONY QUINN
RUSSELL**

1 reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
2 unenforceability shall in no way effect any other provision if Defendants' Counsel and Class
3 Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed
4 as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.
5

6 **IT IS SO AGREED:**

7 Dated: _____, 2022

8 ANTHONY QUINN RUSSELL
9 Plaintiff and Class Representative

10 Dated: _____, 2022

11 STAFFMARK INVESTMENT LLC
12 Defendant
13 By:
14 Its:

15 Dated: May 25, 2022

16 Alex V. Vany
17 CIMC REEFER TRAILER, INC.
18 Defendant
19 By:
20 Its:

21 Dated: 05/25, 2022

22 Shuai Shan
23 SHUAI SHAN
24 Defendant
25 By:
26 Its:

27 **AGREED AS TO FORM ONLY:**

28 Dated: _____, 2022

DAVID D. BIBIYAN
VEDANG J. PATEL
Counsel for Plaintiff, ANTHONY QUINN
RUSSELL



1 Dated: May 25, 2022

ERICA M. SOROSKY
ERIN K. OYAMA
Counsel for Defendants, CIMC REEFER
TRAILER, INC., SHUAI SHAN

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7 Dated: , 2022

STEVEN M. KROLL
Counsel for Defendants CIMC REEFER
TRAILER, INC. and SHUAI SHAN

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13 Dated: , 2022

SUSAN M. STEWARD
JOSHUA N. LANGE
KIERAN D. HARTLEY
Counsel for Defendant STAFFMARK
INVESTMENT LLC

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Dated: _____, 2022

ERICA M. SOROSKY
ERIN K. OYAMA
**Counsel for Defendants, CIMC REEFER
TRAILER, INC., SHUAI SHAN**

Dated: May 27 _____, 2022


STEVEN M. KROLL
**Counsel for Defendants CIMC REEFER
TRAILER, INC. and SHUAI SHAN**

Dated: _____, 2022

SUSAN M. STEWARD
JOSHUA N. LANGE
KIERAN D. HARTLEY
**Counsel for Defendant STAFFMARK
INVESTMENT LLC**

reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendants' Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED:

Dated: _____, 2022

ANTHONY QUINN RUSSELL
Plaintiff and Class Representative

Dated: 05/09/_____, 2022

Suzanne Perry

STAFFMARK INVESTMENT LLC
Defendant
By:
Its:

Dated: _____, 2022

CIMC REEFER TRAILER, INC.
Defendant
By:
Its:

Dated: _____, 2022

SHUAI SHAN
Defendant
By:
Its:

AGREED AS TO FORM ONLY:

Dated: _____, 2022

DAVID D. BIBIYAN
VEDANG J. PATEL
**Counsel for Plaintiff, ANTHONY QUINN
RUSSELL**

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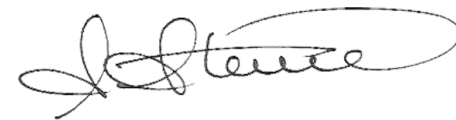
Dated: _____, 2022

ERICA M. SOROSKY
ERIN K. OYAMA
**Counsel for Defendants, CIMC REEFER
TRAILER, INC., SHUAI SHAN**

Dated: _____, 2022

STEVEN M. KROLL
**Counsel for Defendants CIMC REEFER
TRAILER, INC. and SHUAI SHAN**

Dated: May 9 _____, 2022



SUSAN M. STEWARD
JOSHUA N. LANGE
KIERAN D. HARTLEY
**Counsel for Defendant STAFFMARK
INVESTMENT LLC**