

STIPULATION AND SETTLEMENT AGREEMENT

This stipulation and settlement agreement ("Stipulation and Settlement") is made and entered into by and between Plaintiff Thomas S. Ruiz ("Plaintiff" or "Class Representative"), individually and on behalf of the Settlement Class, and Defendant SAIA Motor Freight Line, LLC ("Defendant" or "SAIA"), subject to the terms and conditions hereof and the Court's approval.

A. Definitions.

1. "Action" means the case filed by Plaintiff and pending before the Superior Court of the State of California for the County of San Bernardino entitled, *Thomas S. Ruiz, individually and on behalf of all others similarly situated v. SAIA Motor Freight Line, LLC, a Louisiana Limited Liability Company*, Case No. CIVDS2014796.

2. "Court" means the Superior Court of the State of California for the County of San Bernardino where this Action is pending.

3. "Complaint" means the Complaint filed in this Action on July 21, 2020.

4. "Check Stale Date" means the date by which any Settlement Payment checks issued from the Distribution Fund shall become stale and void, *i.e.* a date ninety (90) days after the date of their issuance.

5. "Claims" means any and all claims, debts, liabilities, demands, obligations, penalties, guarantees, costs, expenses, attorney's fees, damages, action or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, that are alleged, related to or that reasonably could have arisen out of the same facts alleged in the Action, including, but not limited to claims for: (a) failure to reimburse necessary business expenses; (b) all claims under PAGA that could have been premised on the claims, causes of action or legal theories described above in (a); (c) all claims for unfair business practices under California Business & Professions Code Section 17200 *et seq.* that could have been premised on the claims, causes of action or legal theories of relief described above in (a)-(b); and (d) all damages, including, but not limited to, liquidated damages, civil and statutory penalties, interest and other amounts recoverable under said claims, causes of action or legal theories of relief identified above in (a)-(c). This Release shall include, without limitation, claims that were raised, or that reasonably could have been raised, under the applicable Wage Orders and California Labor Code provisions, including Labor Code §§ 2698 *et seq.*, 2800, and/or 2802 based on alleged violations of these Labor Code provisions. This Settlement is conditioned upon the release by all Settling Class Members of any claim under Labor Code § 2698, *et seq.* and upon covenants by all members that they will not participate in any proceeding seeking penalties under Labor Code § 2698, *et seq.* The Parties agree that the judgment, and release of claims provided herein, shall have *res judicata* effect. The definition of Claims shall not be limited in any way by the possibility that Plaintiff or Class Members may discover new facts or legal theories or legal arguments not alleged in the operative pleadings in the Action but which might serve as an

alternative basis for pursuing the same claims, causes of action, or legal theories of relief falling within the definition of Claims.

6. "Class Counsel" means Craig J. Ackermann of Ackermann & Tilajef, P.C. and Jonathan Melmed of Melmed Law Group P.C.

7. "Class Members" shall include and mean all current and former line-haul truck drivers, or those employed in any similar capacity, employed by Defendant, and who worked at least one shift in California from June 11, 2019 through July 31, 2020.

8. "Class Period" means the time period from June 11, 2019 through July 31, 2020.

9. "Complete And General Release" means an irrevocable and unconditional release given only by the Named Plaintiff releasing the Released Parties from any and all charges, complaints, claims, causes of action, debts, sums of money, controversies, agreements, promises, damages and liabilities of any kind or nature whatsoever, both at law and equity, known or unknown, suspected or unsuspected, arising from conduct occurring on or before the date the Named Plaintiff signs this Stipulation and Settlement, including, but not limited to, the Release of Claims. This provision is intended by the parties to be all encompassing and to act as a full and total release of any claim, whether specifically enumerated herein or not, that Named Plaintiff might have or has had, that exists or ever has existed on or to the date this Stipulation and Settlement is signed. The words "claim" or "claims" includes without limitation all actions, claims and grievances, whether actual or potential, known or unknown, related, incidental to or arising out of any act or omission committed or omitted by the Released Party through the date Named Plaintiff signs this Agreement and/or arising out of Named Plaintiffs' employment relationship with SAIA and/or the cessation thereof.

10. "Cost Award" is the attorneys' costs the Court orders Defendant to pay Class Counsel, which shall not exceed \$5,000.

11. "Defendant" means SAIA Motor Freight Line, LLC.

12. "Distribution Fund" means the amount of money to be distributed to Class Members, which is the difference between the Settlement Amount and the sum of: (1) Class Counsel's Fees Award; (2) Class Counsel's Cost Award; (3) Plaintiff's Service Award; (4) Settlement Administration Costs; and (5) the PAGA Allocation.

13. "Effective Date" means the date by which this Settlement is finally approved as provided herein and when the Court's final judgment becomes binding. For purposes of this Agreement, the final judgment becomes binding upon the later of: (i) the day after the last day by which a notice of appeal to the California Court of Appeal of the final judgment may be timely filed, and none is filed; (ii) if an appeal is filed, and the appeal is finally disposed of by ruling, dismissal, denial or otherwise, the day after the last date for filing a request for further review of the Court of Appeal's decision passes, and no further review is requested; (iii) if an appeal is filed and there is a final disposition by ruling, dismissal, denial, or otherwise by the Court of Appeal, and further review of the Court of Appeal's decision is requested, the day after

the request for review is denied with prejudice and/or no further review of the judgment can be requested, or (iv) if review is accepted, the day the California Supreme Court affirms the Settlement.

14. "Fees Award" is the attorneys' fees the Court orders Defendant to pay Class Counsel, which shall not exceed one third of the Settlement Amount or \$20,860.30.

15. "Final Approval" shall mean the date that the Court issues an order finally approving the Settlement.

16. "Settlement Amount" means Sixty Two Thousand Five Hundred Eighty Dollars and Ninety Cents (\$62,580.90), which is the total amount available for distribution that Defendant has agreed to pay according to the terms of this Stipulation and Settlement.

17. "Named Plaintiff" or "Plaintiff" is Thomas S. Ruiz.

18. "Notice" means the notice that will be sent to Settlement Class Members to inform them of this Action and the proposed Settlement, in substantially the form attached hereto as Exhibit 1 and as approved by the Court.

19. "Objection/Exclusion Deadline" means the deadline thirty (30) days after the mailing of the Notice to Class Members by which Class Members must object to or request exclusion from the Settlement.

20. "PAGA Allocation" means the total amount of money to be paid to the California Labor Workforce Development Agency as its share of penalties under PAGA from the Settlement Amount, which the parties have agreed shall be Five Thousand Dollars and Zero Cents (\$5,000.00). Of this amount, 75% (*i.e.*, \$3,750.00) shall go to the State of California, and 25% (*i.e.*, \$1,250.00) shall be distributed to Class Members.

21. "Preliminary Approval" shall mean the date that the Court issues an order preliminarily approving the Settlement.

22. "Release of Claims" means the Claims, as defined in paragraph 5, that the Settlement Class Members are releasing under California law in return for the consideration provided by this Agreement, whether arising at law, in contract or in equity and whether for unreimbursed business expenses (cell phones), restitution, PAGA penalties, and which arise from conduct occurring during the Class Period as set forth in this Stipulation and Settlement.

23. "Released Parties" means SAIA Motor Freight Line, LLC as well as its respective parents, subsidiaries, and affiliates, owners, shareholders, insurers and current and former officers, directors, employees and agents.

24. "Service Award" means the amount the Court awards to Plaintiff for being Named in this Action, but not to exceed a total of Five Thousand Dollars and Zero Cents (\$5,000.00).

25. "Settlement Administrator" shall mean CPT Group, Inc., Rust Consulting, Inc. or any other settlement administrator that the parties agree to use as an alternative and the Court approves.

26. "Settlement Administration Costs" means the costs incurred by the Settlement Administrator to administer this Settlement, which shall not exceed \$10,000.

27. "Settlement Class" and "Settlement Class Members" shall include and mean all Class Members who do not properly elect to exclude themselves from this Settlement.

28. "Settlement Payment(s)" means the total amount paid to each Settlement Class Member, which shall be calculated based on each Settlement Class Member's pro rata portion of the Distribution Fund.

29. "Settlement Hearing" is the hearing on the Motion for Final Approval of the Settlement.

B. General.

30. The Action was filed in San Bernardino County Superior Court on July 21, 2020, Case No. CIVDS2014796. The Complaint alleges the following claims: (1) failure to reimburse Class Members for necessary expenditures under California Labor Code § 2802; (2) unfair competition in violation of California Business and Professions Code § 17200 *et seq.* based on the foregoing; and (3) civil penalties under the Private Attorneys General Act under California Labor Code § 2698 *et seq.* based on the foregoing.

31. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action and further denies that the Action is appropriate for class treatment for any purpose other than this Settlement. Defendant contends, among other things, that it has always complied with the California Labor Code and the California Business and Professions Code. Neither this Stipulation and Settlement, nor any document referred to or contemplated in this document, may be used as an admission, concession or indication by or against SAIA or any Released Parties of any wrongdoing or liability whatsoever.

32. Plaintiff believes that the Action is meritorious and that class treatment for Settlement purposes is appropriate.

33. Class Counsel has conducted a thorough investigation into the facts of the Action, including informal discovery and exchange of information. This includes, but is not limited to, conducting damages analysis, reviewing and analyzing documents, interviewing witnesses. Class Counsel has done extensive legal research with respect to the applicable law and potential defenses to the claims of the Class. Class Counsel has diligently pursued an investigation of the

Class Members' claims against SAIA. Based on the forgoing information, data, and on their own independent investigation and evaluation, Class Counsel is of the opinion that the Settlement with SAIA for the consideration and on the terms set forth in this Stipulation and Settlement is fair, reasonable, and adequate and is in the best interest of Class Members in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation, various defenses asserted by SAIA, and potential appellate issues. SAIA indicated that there were 10,110 workweeks at issue as of July 21, 2020 and 179 Class Members.

34. Defendant has expended a significant amount of time and other resources to defend the Action to date and recognizes that it will have to spend additional time and resources to defend the Action through any attempted class certification and, if necessary, trial. Defendant has therefore agreed to settle the Action on the terms set forth in this Stipulation and Settlement.

35. For Settlement only, Defendant and Plaintiff stipulate to certification of the Class based on the expense reimbursement and derivative claims asserted in the Action. If the Stipulation and Settlement does not become effective, the fact that Defendant stipulated to class certification as part of the Settlement will not be admissible or used in any way in connection with any attempt by Plaintiff to certify a class. Defendant expressly reserves its rights to oppose class certification if this Stipulation and Settlement does not become effective.

C. Financial Terms of Settlement.

36. The financial terms of the settlement are as follows:

(a) **Settlement Amount:** Defendant and Plaintiff agree to settle this Action for the Settlement Amount of Sixty Two Thousand Five Hundred Eighty Dollars and Ninety Cents (\$62,580.90). The Settlement Amount is non-reversionary. The Settlement Amount consists of: (a) the Distribution Fund, which shall be paid out to Settlement Class Members; (b) up to one-third of the Settlement Amount or Twenty Thousand Eight Hundred Sixty Dollars and Thirty Cents (\$20,860.30) for Class Counsel's Fees Award; (c) up to Five Thousand Dollars and Zero Cents (\$5,000.00) for Class Counsel's Cost Award; (d) up to Five Thousand Dollars and Zero Cents (\$5,000.00) for Service Award to Plaintiff; (e) up to Ten Thousand Dollars and Zero Cents (\$10,000.00) for Settlement Administration Costs; and (f) a PAGA Allocation in the amount of Five Dollars and Zero Cents (\$5,000.00).

(b) **Escalator Clause:** The Settlement Amount was negotiated based on the assumption that there are approximately 10,110 workweeks worked by the 179 Class Members. If the actual number of weeks worked by Class Members exceeds 10,615 (*i.e.*, more than 5% of the estimated workweeks), then the Settlement Amount shall be increased in proportion to the number of additional weeks worked over 10,615.

(c) **Common Fund Settlement:** This is a common fund Settlement, such that the Settlement Payments will be disbursed without Settlement Class Members needing to make a claim, provided they do not timely exclude themselves from the Settlement.

(d) **Calculation of The Settlement Payments:** Payments will be distributed to Settlement Class Members on a pro rata basis based on weeks worked by Settlement Class Members during the Class Period. More specifically, the Distribution Fund will be divided by the total number of weeks worked by Settlement Class Members for SAIA Motor Freight Line, LLC in California during the Class Period (June 11, 2019 through July 31, 2020) to ascertain a value per workweek. The value per workweek will then be multiplied by the number of weeks worked during the Class Period by each Settlement Class Member.

(e) **Tax Allocation of Payments to Settlement Class Members:** All Settlement Payments to Settlement Class Members shall be allocated as 100% for reimbursements, penalties and interest to be subject to reporting on a 1099 basis by the administrator.

(f) **No Tax Advice:** No party is providing tax advice to the other. To the extent that this Stipulation and Settlement is interpreted to contain or constitute legal advice regarding any federal, state, or local tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code. SAIA and the Released Parties are not responsible for any employee tax obligations related to the allocation of monies paid pursuant to this Stipulation and Settlement except as specifically provided herein.

(g) **Tax Forms and Filings:** The Settlement Administrator will be responsible for issuing all required 1099 forms and other tax forms to the Settlement Class Members and Plaintiff under this Stipulation and Settlement.

(h) **No Effect on Employee Benefits:** Settlement Payments to the Settlement Class Members from the Distribution Fund shall not trigger any obligation of any kind whatsoever by SAIA or the Released Parties to make any contributions or payments of any kind to the Settlement Class, including payments related to any retirement benefit accounts. Payments to Settlement Class Members will also not have any effect on any other benefits for Settlement Class Members (*e.g.*, vacation or holiday pay).

(i) **Service Award to Plaintiff:** The Service Award to be paid to Plaintiff Thomas S. Ruiz will be awarded by the Court in its discretion for his service as class representative and as consideration for his general release of claims but shall not exceed a total of Five Thousand Dollars and Zero Cents (\$5,000.00). SAIA shall not oppose Plaintiff's request for a Service Award in the amount described herein. The Plaintiff's Service Award will come from the Settlement Amount. Any amount of the Service Award not approved by the Court will be added to the Distribution Fund.

(j) **PAGA Allocation:** Defendants and Plaintiff agree the PAGA Allocation is Five Thousand Dollars and Zero Cents (\$5,000.00). The PAGA Allocation will come from the Settlement Amount. Any amount of the PAGA Allocation not approved by the Court will be added to the Distribution Fund.

(k) **Attorneys' Fees and Costs:** Class Counsel may apply for a Fees Award in an amount not to exceed one-third of the Settlement Amount or Twenty Thousand Eight Hundred Sixty Dollars and Thirty Cents (\$20,860.30), which represents all past and future attorneys' fees incurred in the Action by all attorneys working on behalf of the Named Plaintiff and Class Members. Additionally, Class Counsel may apply for a Costs Award in an amount not to exceed Five Thousand Dollars and Zero Cents (\$5,000.00), which represents all past and future attorneys' costs and expenses necessary to prosecute, settle and administer this Action and this Settlement. SAIA shall not oppose Class Counsel's requests for a Fees Award and Costs Award in the amounts described herein. The Fees Award and Costs Award will come from the Settlement Amount. Any amount of the Fees Award or Costs Award not approved by the Court will be added to the Distribution Fund.

(l) **Settlement Administration Costs:** Subject to Court approval, Defendant will pay up to Ten Thousand Dollars and Zero Cents (\$10,000.00) for Settlement Administration Costs, which will be paid from the Settlement Amount. Any amount of the Settlement Administration Costs not approved by the Court will be added to the Distribution Fund.

D. Release by the Settlement Class and Plaintiff.

37. Upon the Effective Date, each and every Settlement Class Member will provide the Released Parties with the Release of Claims, that applies to all Claims stated in the Complaint in this Action and all claims arising from the facts alleged in the Complaint in this Action as defined in paragraph 5 above. This Release of Claims will be valid during the Class Period through the date of preliminary approval. Class Members agree not to sue or otherwise make a claim against any of the Released Parties that is in any way covered by the Release of Claims.

38. Upon the Effective Date, and in addition to the Release of Claims, Plaintiff will provide the Released Parties with a Complete and General Release.

E. Settlement Notice.

39. As indicated above, SAIA and Plaintiff have agreed to use the Settlement Administrator to perform settlement administration duties, including mailing the notice, using approved, standard devices to obtain forwarding addresses, independently reviewing and verifying documentation associated with any submitted opt-out requests, applying the formula for determining individual settlement amounts, preparing and mailing settlement payments to Settlement Class Members, issuing 1099 forms and performing such other tasks as set forth herein or as SAIA and Plaintiff mutually agree or that the Court orders.

40. Within fourteen (14) calendar days after Preliminary Approval, Defendant shall provide to the Settlement Administrator a list of the Class Members, including name, last known address, social security number and number of work weeks worked for SAIA Motor Freight Line, LLC in California during the period from June 11, 2019 through July 31, 2020. The Settlement Administrator shall keep the list(s) provided by Defendant confidential and shall not provide it to any other persons including Class Members, Plaintiff or Class Counsel.

41. The Notice, which the Parties will agree upon, and which shall be approved by the Court, shall be sent by the Settlement Administrator to the Class Members, by first class mail, within twenty-one (21) calendar days after Preliminary Approval.

42. If any Notices are returned within fourteen (14) calendar days from the date of mailing, the Settlement Administrator will re-mail the Notice within five (5) business days, using reasonable means to identify the correct address, i.e. through skip traces. The re-mailing of any Notice does not restart or extend the Objection/Exclusion Deadline. The Settlement Administrator will not re-mail any Notices that are returned as non-deliverable after fourteen (14) calendar days from the date of mailing.

43. Twenty-eight (28) days prior to the final approval hearing, the Settlement Administrator shall provide counsel for Defendant and Plaintiff with a declaration of due diligence with regard to the mailing of the Notice.

44. If the procedures in this Stipulation and Settlement are followed and the intended recipient of a Notice still does not receive the Notice, the recipient will nevertheless remain a Class Member and will be bound by the Stipulation and Settlement, including the Release of Claims, should the Settlement become effective.

45. The Notice will list the number of individual weeks worked by the Class Member in California during the Class Period according to Defendant's records and the estimated Settlement Payment. To the extent a Class Member disputes the number of workweeks listed on his or her Notice, the Class Member may, prior to the Objection/Exclusion Deadline, produce evidence to the Settlement Administrator establishing the number of workweeks the Class Member contends to have worked. Once the Objection/Exclusion Deadline has passed, no Class Member may dispute the number of weeks worked. If a dispute is timely submitted, Defendant's records will be presumed determinative, but Defendant and Plaintiff will evaluate the evidence submitted by the Class Member and will discuss in good faith how many individual workweeks should be credited. If the parties cannot agree, the Settlement Administrator will make the final determination, which will be binding on the parties.

46. Settlement Class Members who wish to object to the Settlement or appear at the final approval hearing to comment on the Settlement must notify the Court of their intent to do so by the Objection/Exclusion Deadline. To be valid, all written objections, supporting papers and/or notices of intent to appear at the final approval hearing must: (1) clearly identify the Action by name (*Ruiz v. SAILA Motor Freight Line, LLC*) and case number (CIVDS2014796); and (2) be postmarked for service by mail and sent to the Settlement Administrator no later than the Objection/Exclusion Deadline. Settlement Class Members who fail to file and serve timely written objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement.

47. Class Members who wish to request exclusion from the Settlement must do so by the Objection/Exclusion Deadline. To be valid, any request for exclusion must: (1) be in writing and postmarked for service by mail to the Settlement Administrator no later than the

Objection/Exclusion Deadline; (2) have the Class Member's name and last four digits of his/her social security number, which must match up with the social security number and either first or last name in SAIA's records; (3) have a signature and date; and (4) state "I wish to be excluded from the Settlement in *Ruiz v. SAIA Motor Freight Line, LLC*, San Bernardino County Superior Court, Case No. CIVDS2014796. I understand that in asking to be excluded from the Settlement class, I will not receive any money as part of the Settlement approved by the Court." Any Class Member who submits a valid, timely request for exclusion will not be bound by the Settlement and will not be entitled to any Settlement Payment provided in the Stipulation and Settlement. Class Members who submit a timely, valid request for exclusion will not be allowed to object to, appeal or comment on the Settlement as it pertains to Settlement Class Members. Class Members who fail to submit a valid, timely request for exclusion will be bound by all of the terms of the Settlement and any final judgment entered in this Action, including the Release of Claims, if the Settlement is approved by the Court.

48. The Settlement Administrator will provide counsel for Defendant and Class Counsel with prompt, regular reports reflecting objections and exclusions.

49. Defendant and Plaintiff, and their respective counsel, will not solicit or otherwise encourage Class Members to submit written objections to or request exclusion from the Settlement. This paragraph will not prevent Class Counsel from responding to questions from Class Members about the Settlement.

50. Defendant will be obligated to fund the Settlement as approved by the Court, up to the Settlement Amount. Defendant will fund the Settlement in the full amount ordered by the Court no later than twenty-one (21) calendar days after the Effective Date.

51. No later than twenty-one (21) calendar days after receiving funds from Defendant, the Settlement Administrator will mail the Settlement Payments to the Settlement Class Members, the Service Awards to Plaintiff, and the Fees Award and Costs Award to Class Counsel.

52. Settlement Payment checks issued to Settlement Class Members from the Distribution Fund shall remain valid and negotiable for ninety (90) days from the date of their issuance and will thereafter automatically be canceled if not cashed by the Check Stale Date. Any funds associated with uncashed checks in the Net Settlement Amount shall be distributed pursuant to CCP section 384 (a *cy pres* to be agreed upon by the parties and approved by the Court, such as the St. Christopher's Truckers Fund to assist truckers in California) or a child advocacy group such as CASA.

53. The Settlement Administrator shall provide Class Counsel and Defendant with a declaration of due diligence regarding administration of the Settlement no later than one hundred and eighty (180) calendar days after the Effective Date. Class Counsel will file the declaration of due diligence with the Court by no later than one hundred and ninety (190) calendar days after the Effective Date.

F. Duties of the Plaintiff and Defendant Prior to Court Approval.

54. After execution of this Stipulation and Settlement, Plaintiff shall move the Court for preliminary approval of this Settlement and entry of an order accomplishing the following:

(a) Scheduling a fairness hearing on the question of whether the proposed settlement should be finally approved as fair, reasonable and adequate as to the Settlement Class members;

(b) Approving as to form and content the proposed Notice;

(c) Directing the mailing of the Notice by first class mail to Class Members;

(d) Preliminarily approving this Settlement;

(e) Preliminarily certifying claims in the Action on behalf of the Class for purposes of settlement;

(f) Preliminarily setting the amount of the Fees Award and Costs Award payable to Class Counsel;

(g) Preliminarily setting the Service Award, if any, to the Plaintiff; and

(h) Preliminarily approving Settlement Administration Costs payable to the Settlement Administrator.

The parties shall submit this Stipulation and Settlement in support of the motion for preliminary approval of the settlement.

G. Duties of Plaintiff and Defendant Following Final Court Approval.

55. In connection with the hearing on final approval of the Settlement provided for in this Stipulation and Settlement, Plaintiff will submit a proposed final approval order and final judgment accomplishing the following:

(a) Finally approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;

(b) Finally approving Class Counsel's Fees Award and Costs Award, the Service Award to Plaintiff and the Settlement Administration Costs; and

(c) Entering judgment permanently barring: (i) all Settlement Class Members from prosecuting any Claims released in the Release of Claims against the Released Parties; and (ii) Plaintiff from proceeding with any of the claims released in his Complete and General Release against any of the Released Parties.

H. Terminating the Agreement.

56. If, before the final approval hearing, the number of Class Members who have timely filed valid requests for exclusion from the Class equals or exceeds ten (10), Defendant shall have, in its sole discretion, the option to terminate this Settlement.

57. In the event: (i) the Court does not enter the preliminary approval order; (ii) the Court does not finally approve the Settlement as provided herein; (iii) the Superior Court does not enter a final judgment and order; or (iv) the Settlement does not become final or effective as defined by the Effective Date for any other reason, this Settlement Agreement shall be null and void and any order or judgment entered by the Superior Court in furtherance of this Settlement shall be treated as void *ab initio*. In such a case, the parties and any funds to be awarded under this Settlement shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Agreement, and the parties shall proceed in all respects as if this Settlement Agreement had not been executed, except that any fees already incurred by the Settlement Administrator shall be paid for by SAIA. In the event an appeal is filed from the Court's final judgment, or any other appellate review is sought, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review.

I. Parties' Authority.

58. The signatories to this Stipulation and Settlement represent that they are fully authorized to enter into this Stipulation and Settlement and bind Defendant and Plaintiff to the terms and conditions.

J. Mutual Full Cooperation.

59. Defendant and Plaintiff agree to fully cooperate with each other to accomplish the terms of this Stipulation and Settlement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Stipulation and Settlement. Defendant and Plaintiff shall use commercially reasonable efforts, including all efforts contemplated by this Stipulation and Settlement and any other efforts that may become necessary by order of the Court, to effectuate this Stipulation and Settlement and the terms set forth herein. As soon as reasonably practicable after execution of this Stipulation and Settlement, Class Counsel shall, with the assistance and cooperation of Defendant and its counsel, take all necessary steps to secure the Court's Preliminary Approval and Final Approval of the Settlement.

K. No Prior Assignments.

60. Defendant and Plaintiff represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights released and discharged by this Stipulation and Settlement.

L. No Admission.

61. Defendant and the Released Parties deny any and all claims alleged in the Action and deny all wrongdoing whatsoever. This Stipulation and Settlement is not a concession or admission and shall not be used against SAIA or any of the Released Parties as an admission or indication with respect to any claim of any fault, concession or omission by SAIA or any of the Released Parties. Whether or not the Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding or conduct related to this Agreement, nor any reports or accounts thereof, shall in any event be:

(a) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to the Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or

(b) disclosed, referred to or offered or received in evidence against any of the Released Parties, in any further proceeding in the Action, or any other civil, criminal or administrative action or proceeding except for purposes of enforcing this Agreement. However, the Released Parties may file the final judgment, Stipulation and Settlement, or any other papers and records on file in the Action as evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, waiver or other theory of claim preclusion or issue preclusion or similar defense as to the Release of Claims, and/or in defense of any future claim in this or any other proceeding.

M. Enforcement Actions.

62. Except as otherwise provided in this Stipulation and Settlement, in the event that Plaintiff or Defendant institute any legal action or other proceeding against any other party or parties to enforce the provisions of this Stipulation and Settlement or to declare rights and/or obligations under this Stipulation and Settlement, the prevailing party or parties shall be entitled to recover from the other party or parties reasonable attorneys' fees and costs, including expert witness fees, incurred in connection with any enforcement actions.

N. No Press Releases.

63. The parties and their counsel agree that prior to preliminary approval they will not issue any press releases, engage in any communications, or take any other action that would directly or indirectly provide the press or other media or any litigation reporting service with information about the litigation or the parties' Settlement or would otherwise enable or allow the press or other media or any litigation reporting service to learn or obtain such information; except that SAIA retains the right and discretion to disclose the Settlement as may be required under federal or state laws or generally accepted accounting principles. Notwithstanding this paragraph, the filing of papers in court in this case in support of the parties seeking approval of the settlement or other court papers filed in this case shall not be considered a violation of this paragraph under any circumstances. Plaintiff and Class Counsel further agree that if contacted regarding this case, they will state only that the case has been resolved.

O. Notices.

64. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the date of mailing by United States registered or certified mail, return receipt requested, or nationally recognized overnight courier service, addressed:

To Class Counsel:

Jonathan Melmed, Esq.
Melmed Law Group, P.C.
1801 Century Park East, Suite 850
Los Angeles, California 90067

Craig J. Ackermann, Esq.
Ackermann & Tilajef, P.C.
1180 South Beverly Drive, Suite 610
Los Angeles, California 90035

To Defendant:

Allison Eckstrom, Esq.
Christopher J. Archibald, Esq.
Bryan, Cave, Leighton, Paisner LLP
3161 Michelson Drive, Suite 1500
Irvine, California 92612

P. Construction.

65. The parties agree that the terms and conditions of this Stipulation and Settlement are the result of lengthy, intensive, arm's length negotiations between Plaintiff and Defendant and that this Stipulation and Settlement shall not be construed in favor of or against any party by reason of the extent to which any party or their or its counsel participated in the drafting of this Stipulation and Settlement.

Q. Captions and Interpretations.

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

R. Modification.

67. This Stipulation and Settlement may not be changed, altered, or modified, except by the Court and/or in a writing and signed by the parties and their counsel, and approved by the

Court. This Stipulation and Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the parties and their counsel.

S. Integration Clause.

68. This Stipulation and Settlement contains the entire agreement between SAIA and Plaintiff relating to the settlement and transaction contemplated hereby, and, upon its full execution by all parties, all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a party or such party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

T. Binding on Assigns.

69. This Stipulation and Settlement shall be binding upon and inure to the benefit of the parties hereto (including but not limited to Class Members) and their respective heirs, trustees, executors, administrators, successors and assigns.

U. Signatures of All Class Members Unnecessary to be Binding.

70. It is agreed that, because the members of the Class are numerous, it is impossible or impractical to have each Class Member execute this Stipulation and Settlement. The Notice will advise all Class Members of the binding nature of the Release of Claims provided herein and such shall have the same force and effect as if each Class Member executed this Stipulation and Settlement.

V. Counterparts.

71. This Stipulation and Settlement may be executed in counterparts, and when each signatory has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one fully-signed Stipulation and Settlement, which shall be binding upon and effective as to all parties. Signatures may be provided as originals or by scanned, electronic versions delivered via e-mail. Signatures provided as a scanned version delivered via e-mail will be binding and have the same force and effect of an original signature.

Dated: October 29, 2020

CLASS COUNSEL:

ACKERMANN & TILAJEF, P.C.

By: 

CRAIG J. ACKERMANN, ESQ.

Attorneys for Plaintiff and the Class

Dated: October 29, 2020

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Attorneys for Plaintiff and the Class

Dated: 10/28/2020, 2020

CLASS REPRESENTATIVE:

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Thomas S. Ruiz
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THOMAS S. RUIZ

Dated: November 3, 2020

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Dated: 11/3, 2020

SAIA MOTOR FREIGHT LINE, LLC:

By: Marlin D. Maxwell
MARLIN MAXWELL
DIRECTOR OF HUMAN
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