

STIPULATION AND SETTLEMENT AGREEMENT

Subject to final approval by the Court, this Settlement Agreement (the “Agreement”) is between Hae Taik Lee (“Plaintiff”), and Defendant Global Expedited Transportation, Inc. (“Defendant” or “GETI”). Plaintiff and Defendant collectively are referred to in this Agreement as the “Parties.”

I. DEFINITIONS

In addition to the other terms defined in this Agreement, the terms below have the following meaning:

- A. **Action**: Lee v. Global Expedited Transportation, Inc., et al., Los Angeles County Superior Court No. 20STCV43064.
- B. **Administration Costs**: The costs incurred by the Settlement Administrator to administer this Settlement, which shall not exceed \$15,000. All Administration Costs shall be paid from the Gross Settlement Amount. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Participating Class Members.
- C. **Agreement, Settlement Agreement, Stipulation, or Settlement**: The settlement agreement reflected in this document, titled “Stipulation and Settlement Agreement.”
- D. **Attorney Fee Award**: The amount, not to exceed one-third (33.333%) of the Gross Settlement Amount or \$66,660.00, finally approved by the Court and awarded to Class Counsel. The Attorney Fee Award shall be paid from the Gross Settlement Amount and will not be opposed by Defendant. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Participating Class Members.
- E. **Class**: All current and former non-exempt hourly, piece rate, or commissioned employees employed by Defendant in the State of California or who made one or more deliveries of Defendant in California, at any time during the period May 1, 2019, until the Court preliminarily approves the Settlement, or until August 31, 2021, whichever is sooner.
- F. **Class Counsel**: Zachary Crosner, Blake Jones, and Chad Saunders of Crosner Legal, PC.
- G. **Class Member**: Each person eligible to participate in this Settlement who is a member of the Class as defined above.

- H. **Class Notice or Notice:** The Notice of Class Action Settlement, substantially similar to the form attached hereto as **Exhibit A**, subject to Court approval.
- I. **Class Period:** From May 1, 2019, until the Court preliminarily approves the Settlement, or until August 31, 2021, whichever is sooner.
- J. **Class Representative or Plaintiff:** Hae Taik Lee
- K. **Class Representative Enhancement Payment:** The amount the Court awards to Plaintiff, which will not exceed \$5,000.00. This payment shall be paid from the Gross Settlement Amount and will not be opposed by Defendant. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Participating Class Members.
- L. **Cost Award:** The amount that the Court orders Defendant to pay Class Counsel for payment of actual litigation costs, which shall not exceed \$10,000. The Cost Award will be paid from the Gross Settlement Amount and will not be opposed by Defendant. The Cost Award is subject to Court approval. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Participating Class Members.
- M. **Counsel for Defendant:** Katherine C. Den Bleyker of Lewis Brisbois, Bisgaard & Smith LLP.
- N. **Defendant:** Global Expedited Transportation, Inc.
- O. **Effective Final Settlement Date:** The effective date of this Settlement will be when the final approval of the settlement can no longer be appealed, or, if there are no objectors and no plaintiffs in intervention at the time the court grants final approval of the settlement, the date the court enters judgment granting final approval of the settlement.
- P. **Funding of Settlement:** Half of the Gross Amount (\$100,000.00) is to be paid within 14 calendar days of final approval. The balance of \$100,000.00 is to be paid thereafter in ten installments over a ten-month period. In the event that a particular installment is paid late following a grace period of five (5) business days, there shall be a liquidated damages “late fee” imposed of 10% of the amount of that installment.
- Q. **Final Judgment or Final Approval:** The final order entered by the Court finally approving this Agreement.
- R. **Gross Settlement Amount or GSA:** The total value of the Settlement is a non-reversionary Two Hundred Thousand Dollars and Zero Cents (\$200,000.00). This is the total amount Defendant can be required to pay under this

Agreement, which includes without limitation: (1) the Net Settlement Amount to be paid to Participating Class Members; (2) the Attorney Fee Award and Cost Award to Class Counsel for attorneys' fees and costs, as approved by the Court; (3) the Class Representative Enhancement Payment paid to the Class Representative, as approved by the Court; (4) the Administration Costs, as approved by the Court; and (5) the PAGA Payment to the LWDA and to Participating Class Members, as approved by the Court. No portion of the GSA will revert to Defendant for any reason. Defendant's share of the employer-side payroll taxes on the wage portion of the settlement is not included in the GSA, and will be funded separately by Defendant.

- S. **Individual Settlement Share(s)**: The amount payable to each Participating Class Member under the terms of this Agreement. Participating Class Members will receive an Individual Settlement Share automatically, without the return of a claim form.
- T. **LWDA**: California Labor and Workforce Development Agency.
- U. **Net Settlement Amount or NSA**: The total amount of money available for payout to Participating Class Members after the following deductions from the GSA: (1) the Attorney Fee Award, (2) Cost Award, (3) Class Representative Enhancement Payments, (4) the portion of the PAGA Payment paid to the LWDA, and (5) Administration Costs. The individual settlement shares shall be reduced by the employee's applicable tax liability for the wage portion of the share.
- V. **PAGA**: The California Labor Code Private Attorneys General Act of 2004 (Cal. Labor Code §§ 2698 *et seq.*).
- W. **PAGA Payment**: The PAGA Payment consists of \$20,000 of the GSA allocated to satisfy the PAGA penalties claim as alleged in the Complaint. Seventy-five percent (75%) of the PAGA Payment (\$15,000) shall be paid to the LWDA, and twenty-five percent (25%) (\$5,000) of the PAGA Payment shall be part of the Net Settlement Amount distributed to Participating Class Members.
- X. **Participating Class Members**: All Class Members who do not submit a valid and timely request to exclude themselves from this Settlement.
- Y. **Parties**: Plaintiff Hae Taik Lee as an individual and as Class Representative, and Defendant Global Expedited Transportation, Inc.
- Z. **Preliminary Approval or Preliminary Approval Order**: The Court's order preliminarily approving the proposed Settlement.

- AA. Qualified Settlement Fund or QSF:** The Parties agree that the GSA is intended to be a “Qualified Settlement Fund” under Section 468B of the Code and Treasury Regulations § 1.4168B-1, 26 C.F.R. § 1.468B-1 *et seq.*, and will be administered by the Settlement Administrator as such.
- BB. Released Claims:** Class Members who do not opt out of the Class will release all known and unknown state law claims that were alleged or that could have been alleged based on the facts of the Complaint filed in the matter, which were 1) Failure to Pay Minimum Wage for All Hours Worked [Labor Code §§ 1194 And 1197]; 2) Failure to Pay Wages for All Hours Worked at Overtime [Labor Code §§ 226.2, 510, 1194, And 1198]; 3) Failure to Provide Meal Periods [Labor Code §§ 512 and 226.7]; 4) Failure to Authorize or Permit Rest Periods [Labor Code § 226.7]; 5) Failure to Pay for All Reimbursable Expenses [Labor Code § 2802]; 6) Failure to Provide Complete and Accurate Wage Statements [Labor Code § 226]; 7) Failure to Pay All Wages Timely Upon Separation of Employment [Labor Code § 201, 202, And 203]; 8) Unfair Business Practices [Bus. & Prof. Code §§ 17200, *et seq.*]; and 9) Violation of the Private Attorneys General Act [Labor Code §§ 2698 *et seq.*].
- CC.** The release will be applicable to the Released Parties and only applies to periods of time when Class Members were members of the Class (i.e., excluding periods of time in an exempt position).
- DD. Released Parties:** Defendant and its past, present and/or future, direct and/or indirect, principals, parent corporations, subsidiaries, divisions, affiliates, partners, shareholders, members, employees, agents, directors, officers, attorneys, landlords, licensees, lessors, insurers, reinsurers, employee benefit plans and plan fiduciaries, representatives, predecessors, successors, assigns, transferees, heirs, executors, administrators, and related entities, and all other persons, firms, corporations, associations, partnerships, or entities having any legal relationship to each other .
- EE. Response Deadline:** Forty-five (45) calendar days from the initial mailing of the Notice.
- FF. Settlement Administration:** The Settlement Administrator will conduct a skip trace for the address of all former employee Class Members. The Settlement Administrator will mail the Notice by first class U.S. mail to all Class Members at the address Defendant has on file for those Class Members and to all former employee Class Members at the address resulting from the skip trace. The Notice will inform Class Members that they have until the Response Deadline to either object to the Settlement or to opt-out of the Settlement. Any Class Member who does not receive Notice after the steps outlined above have been taken will still be bound by the Settlement and/or judgment.

GG. Settlement Administrator: The third party administrator agreed upon by Parties to administer this Settlement is ILYM Group, Inc.

HH. Superior Court: Los Angeles County Superior Court.

II. RECITALS

- A.** The Action was filed by Plaintiff Hae Taik Lee in the Superior Court of California for the County of Los Angeles on November 9, 2020. The complaint alleged causes of action on behalf of Plaintiff and all current and former non-exempt hourly, piece rate, or commissioned employees employed by Defendants in the State of California or who made one or more deliveries for Defendants in California for 1) Failure to Pay Minimum Wage for All Hours Worked [Labor Code §§ 1194 And 1197]; 2) Failure to Pay Wages for All Hours Worked at Overtime [Labor Code §§ 226.2, 510, 1194, And 1198]; 3) Failure to Provide Meal Periods [Labor Code §§ 512 and 226.7]; 4) Failure to Authorize or Permit Rest Periods [Labor Code § 226.7]; 5) Failure to Pay for All Reimbursable Expenses [Labor Code § 2802]; 6) Failure to Provide Complete and Accurate Wage Statements [Labor Code § 226]; 7) Failure to Pay All Wages Timely Upon Separation of Employment [Labor Code § 201, 202, And 203]; 8) Unfair and Unlawful Business Practices [Business & Professions Code § 17200, et seq.]; and 9) Violation of the Private Attorneys General Act [Labor Code §§ 2698 et seq.].
- B.** Defendant denies generally and specifically all claims raised in the complaint.
- C.** Prior to mediation, Plaintiff reviewed a substantial amount of data and documents relating to the size and scope of the class that permitted an analysis and evaluation of the class-wide claims. In addition, Plaintiff hired Berger Consulting to analyze a 20% sampling of class-wide data.
- D.** The parties attended mediation with Lisa Klerman on June 2, 2021. After a full day of arms-length mediation, the parties were able to reach a settlement, pursuant to a mediator's proposal, the terms of which are reflected herein.
- E. **Benefits of Settlement to Class Members.**** Plaintiff and Class Counsel recognize the expense and length of continued proceedings necessary to continue the litigation against Defendant through trial and through any possible appeals. Plaintiff and Class Counsel also have taken into account the uncertainty and risk of further litigation, the potential outcome, and the difficulties and delays inherent in such litigation. Plaintiff and Class Counsel have conducted extensive settlement negotiations. Based on the foregoing, Plaintiff and Class Counsel believe the Settlement set forth in this Agreement is a fair, adequate, and reasonable settlement, and is in the best interests of the Class Members.

- F. Defendant's Reasons for Settlement.** Defendant recognizes that the defense of this litigation will be protracted and expensive. Substantial amounts of time, energy, and resources of Defendant has been and, unless this Settlement is made, will continue to be devoted to the defense of the claims asserted by Plaintiff. Defendant, therefore, has agreed to settle in the manner and upon the terms set forth in this Agreement to put to rest the Released Claims.
- G. Defendant's Denial of Wrongdoing.** Defendant generally and specifically denies any and all liability or wrongdoing of any sort with regard to any of the claims alleged, makes no concessions or admissions of liability of any sort, and contends that for any purpose other than settlement, the Action is not appropriate for class treatment. Defendant asserts a number of defenses to the claims, and has denied any wrongdoing or liability arising out of any of the alleged facts or conduct in the Action. Neither this Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Agreement, is or may be construed as, or may be used as an admission, concession, or indication by or against Defendant or any of the Released Parties of any fault, wrongdoing, or liability whatsoever. There has been no final determination by any court as to the merits of the claims asserted by Plaintiff against Defendant or as to whether a class or classes should be certified, other than for settlement purposes only.
- H. Plaintiff's Claims.** Plaintiff asserts that Defendant's defenses are without merit. Neither this Agreement nor any documents referred to or contemplated herein, nor any action taken to carry out this Agreement is, may be construed as, or may be used as an admission, concession or indication by or against Plaintiff, Class Members, or Class Counsel as to the merits of any claims or defenses asserted, or lack thereof, in the Action. However, in the event that this Settlement is finally approved by the Court, the Plaintiff, Class Members, and Class Counsel will not oppose Defendant's efforts to use this Agreement to prove that Plaintiff and Class Members have resolved and are forever barred from re-litigating the Released Claims.

III. SETTLEMENT TERMS AND CONDITIONS

- A. Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the maximum Gross Settlement Amount, including payroll taxes, that Defendant is obligated to pay under this Agreement is Two Hundred Thousand Dollars and Zero Cents (\$200,000.00).
- B. Class Certification.** Solely for the purposes of this Agreement, the Parties stipulate and agree to certification of the claims asserted on behalf of Class Members. As such, the Parties stipulate and agree that in order for this Agreement to occur, the Court must certify the Class as defined in this Agreement.

- C. **Conditional Nature of Stipulation for Certification.** The Parties stipulate and agree to the certification of the claims asserted on behalf of Plaintiff and Class Members for purposes of this Agreement only. If the Agreement does not become effective, the fact that the Parties were willing to stipulate to certification as part of the Settlement shall not be admissible or used in any way in connection with, the question of whether the Court should certify any claims in a non-settlement context in this Action or in any other lawsuit. If the Settlement does not become effective, Defendant reserves the right to contest any issues relating to class certification and liability.
- D. **Appointment of Class Representative.** Solely for the purposes of this Settlement, the Parties stipulate and agree Plaintiff Hae Taik Lee shall be appointed as representative for the Class.
- E. **Appointment of Class Counsel.** Solely for the purpose of this Settlement, the Parties stipulate and agree that the Court appoint Class Counsel to represent the Class.
- F. **Individual Settlement Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay an Individual Settlement Share from the NSA to each Participating Class Member.

1. Calculation.

- a. **Individual Settlement Share Calculation.** Each Participating Class Member will receive a proportionate share of the Net Settlement Amount that is equal to (i) the number of weeks he or she worked for Defendant in California based on the Class data provided by Defendant, divided by (ii) the total number of weeks worked by all Participating Class Members based on the same Class data, which is then multiplied by the NSA. One day worked in a given week will be credited as a week for purposes of this calculation. Therefore, the value of each Class Member's Individual Settlement Share ties directly to the amount of weeks that he or she worked.

2. Tax Treatment.

- a. **Participating Class Member Taxes:** Each Class Member's gross settlement award will be apportioned as follows: 20% wages, and 80% penalties. The amounts paid as wages shall be subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and shall be reported on IRS W-2 forms. The amounts paid as penalties and interest shall be subject to all authorized and required

withholdings other than the tax withholdings customarily made from employees' wages and shall be reported on IRS 1099 forms.

- b. **Employer Taxes**: Defendant's portion of payroll taxes as the Class Members' current or former employer will be paid separate and apart from the Gross Settlement Amount.

G. Preliminary Approval.

1. **Preliminary Approval Motion.** Plaintiff will move for an order conditionally certifying the Class for settlement purposes only, giving Preliminary Approval of the Settlement, setting a date for the Final Approval hearing, and approving the Class Notice.
2. **Preliminary Approval Hearing.** At the Preliminary Approval hearing, the Parties will appear to support the granting of the motion.
3. **Effect of Denial of Preliminary Approval.** Should the Court decline to conditionally certify the Class or to Preliminarily Approve all material aspects of the Settlement, the Settlement will be null and void, and the Parties will have no further obligations under it. The amounts of the Attorney Fee Award, Cost Award, Administration Costs, and Class Representative Enhancement Payment shall be determined by the Court, and the Court's determination on these amounts shall be final and binding, and that the Court's approval or denial of any amount requested for these items are not conditions of this Agreement, and are to be considered separate and apart from the fairness, reasonableness, and adequacy of the Settlement. Any order or proceeding relating to an application for the Attorney Fee Award, Cost Award, Administration Costs, and Class Representative Enhancement Payment shall not operate to terminate or cancel this Agreement. Nothing in this Agreement shall limit Plaintiff's or Class Counsel's ability to appeal any decision by the Court to award less than the requested Attorney Fee Award, Cost Award, Administration Costs, and Class Representative Enhancement Award.

H. Appointment of Settlement Administrator. Solely for the purposes of this Settlement, the Parties stipulate and agree that the Settlement Administrator shall be retained to serve as Settlement Administrator, subject to Court approval and appointment.

1. **Responsibilities of Settlement Administrator.** The Settlement Administrator shall be responsible for translating the Notice to the Putative Class Members into Korean; preparing, printing, and mailing the Notice to the Putative Class Members; keeping track of any objections or requests for exclusion from Class Members; performing skip traces and remailing Notices and Individual Settlement Shares to Class Members; calculating

any and all payroll tax deductions as required by law; calculating each Class Member's Individual Settlement Share; providing weekly status reports to Defendant's Counsel and Class Counsel, which is to include updates on any objections or requests for exclusion that have been received; providing a due diligence declaration for submission to the Court prior to the Final Approval hearing; mailing Individual Settlement Shares to Participating Class Members; calculating and mailing the PAGA Payment to the LWDA; distributing the Attorney Fee Award and Cost Award to Class Counsel; printing and providing Class Members and Plaintiff with W-2s and 1099 forms as required under this Agreement and applicable law; providing a due diligence declaration for submission to the Court upon the completion of the Settlement; providing any funds remaining in the QSF as a result of uncashed checks to the Cy Pres Beneficiary, in the amounts directed per this Settlement, including the administration of related tax reimbursements; and for such other tasks as the Parties mutually agree.

2. **No Interest in Settlement Administrator.** The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

- I. **Notice to Class Members.** After the Court enters its Preliminary Approval Order, every Class Member will be provided with the Class Notice in accordance with the following procedure:

1. **Class Data to Settlement Administrator.** Within fourteen (14) calendar days after entry of the Preliminary Approval Order, Defendant shall deliver to the Settlement Administrator an electronic database, which will list for each Class Member: (1) first and last name; (2) last known mailing address; (3) social security number; (4) hire and termination dates; and (5) the total number of weeks during which the Class Member performed work during the Class Period ("Class Data"). The Class Data shall be based on Defendant's payroll, personnel, and other business records. If any or all of this information is unavailable to Defendant, Defendant will so inform Class Counsel and the Parties will make their best efforts to reconstruct or otherwise agree upon how to deal with the unavailable information. The Settlement Administrator will use the National Change of Address Database ("NCOA") on the addresses of all former employee Class Members. The Settlement Administrator shall maintain the Class Data as private and confidential.
2. **Notice Mailing.** Within ten (10) calendar days after receipt of the Class Data from Defendant, the Settlement Administrator will mail the Class Notice to all identified Class Members via first-class regular U.S. Mail, using the mailing address information provided by Defendant and the NCOA search results.

3. **Returned Class Notices.** If a Class Notice is returned because of an incorrect address, within five (5) calendar days from receipt of the returned Notice, the Settlement Administrator will conduct a search for a more current address for the Class Member and re-mail the Class Notice to the Class Member. The Settlement Administrator will use the NCOA and skip traces to attempt to find current addresses. The Settlement Administrator will note for its own records the date and address of each re-mailing.
4. **Undeliverable Class Notices.** The Settlement Administrator will be responsible for taking reasonable steps to trace the mailing address of any Class Member for whom a Class Notice is returned by U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; and promptly re-mailing to Class Members for whom new addresses are found. If the Settlement Administrator is unable to locate a better address, the Class Notice will be deemed undeliverable.
5. **Weekly Reports.** The Settlement Administrator shall provide a weekly status report to the Parties. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defendant's Counsel of the number of Class Notices mailed, the number of Class Notices returned as undeliverable, the number of Class Notices re-mailed, and the number of requests for exclusion or objections received.
6. **Final Report.** No later than five (5) calendar days after the Response Deadline, the Settlement Administrator will provide the Parties with a complete and accurate accounting of the number of Class Notices mailed to Class Members, the number of Class Notices returned as undeliverable, the number of Class Notices re-mailed to Class Members, the number of re-mailed Notices returned as undeliverable, the number of Class Members who objected to the Settlement, the number of Class Members who returned valid requests for exclusion, and the number of Class Members who returned invalid requests for exclusion.
7. **Declaration re: Administration.** No later than seven (7) calendar days after the Response Deadline, the Settlement Administrator will circulate to the Parties a declaration of administration setting forth its compliance with its obligations under this Stipulation. The declaration from the Settlement Administrator shall also be filed with the Court by Class Counsel with the Motion for Final Approval, or as soon as practicable. The Settlement Administrator will supplement its declaration if any material changes occur from the date of its prior declaration or upon request by the Parties.

J. Responses to Class Notice.

- 1. Objections to Settlement.** The Class Notice will provide that the Class Members who wish to object to the Settlement must do so in writing no later than the Response Deadline. The timeframe to submit an objection will not be increased for returned mailings.
 - a. Format.** Written objections should state: (a) the objecting person's full name; (b) the words "Notice of Objection" or "Formal Objection;" and (c) describe, in clear and concise terms, the arguments supporting the objection. Failure to follow this format will not render the objection invalid.
 - b. Appearance at Final Approval Hearing.** Class Members may (though are not required to) appear at the Final Approval Hearing, either in person or through his or her own counsel.
 - c. Objections Received.** The Settlement Administrator will provide copies of any objection it receives to Class Counsel and Defendant's Counsel. Class Counsel will file the objections with the Court prior to the Final Approval Hearing. Class Counsel and Defense Counsel will be permitted to file a response to any objections received at any time leading up to the Final Approval Hearing.
- 2. Request for Exclusion from the Settlement ("Opt-Out").** The Class Notice will provide that Class Members who wish to exclude themselves from the Settlement must mail or fax to the Settlement Administrator a written request for exclusion.
 - a. Format.** The written request for exclusion must: (a) state the Class Member's name, address, telephone number; (b) state the Class Member's intention to exclude themselves from or opt-out of the Settlement; and (e) be postmarked or fax receipt dated no later than the Response Deadline.
 - b. Effect of Timely Request for Exclusion.** Any Class Member who returns a timely, valid request for exclusion will not be bound by the Settlement and subsequent Final Judgment and will not receive an Individual Settlement Share.
 - c. Effect of Untimely Request for Exclusion.** A Class Member who does not complete and mail or fax a timely request for exclusion will automatically be included in the Settlement, will receive an Individual Settlement Share, and be bound by all terms and

conditions of the Settlement, if the Settlement is finally approved by the Court, and by the subsequent Final Judgment.

K. No Solicitation of Objection or Requests for Exclusion. Neither the Parties nor their respective counsel will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, request exclusion from the Settlement, or appeal from the Judgment.

L. Final Approval.

- a. Final Approval Motion.** Class Counsel will file unopposed motions and memorandums in support thereof for Final Approval of the Settlement and the following payments in accord with the terms of the Settlement: (1) the Attorney Fee Award; (2) the Cost Award; (3) Administrative Costs; (4) the Class Representative Enhancement Payment; and (5) PAGA Payment. Class Counsel will also move the Court for an order of Final Approval (and associated entry of Final Judgment) releasing and barring any Released Claims of the Participating Class Members.
- b. Effect of Denial of Final Approval.** If the Court does not grant Final Approval of the Settlement, or if the Court's Final Approval of the Settlement is reversed or materially modified on appellate review, then this Settlement will become null and void. If that occurs, the Parties will have no further obligations under the Settlement, including any obligation by Defendant to pay the GSA or any amounts that otherwise would have been owed under this Stipulation. Further, should this occur, the Parties agree they shall be equally responsible for the Settlement Administrator's Administration Costs through that date. An award by the Court of a lesser amount than sought by Plaintiff and Class Counsel for the Class Representative Enhancement Payment, Attorney Fee Award, Cost Award, will not constitute a material modification to the Settlement within the meaning of this paragraph.
- c. Effect of Grant of Final Approval.** Upon Final Approval of the Settlement, the Parties shall present to the Court a proposed Final Approval Order, approving of the Settlement and entering Final Judgment in accordance therewith. After entry of Final Judgment, the Court shall have continuing jurisdiction over the Action for purposes of: (1) enforcing this Settlement Agreement; (2) addressing settlement administration matters, and (3) addressing such post-Judgment matters as may be appropriate under Court rules and applicable law.

M. Appeals.

- 1. Waiver of Right to Appeal.** Provided that the Final Judgment is consistent with the terms and conditions of this Agreement, if Class Members do not timely object to the Settlement, then the Parties and their respective counsel waive any and all rights to appeal from the Final Judgment, including, but not limited to, all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate or set aside judgment, and any extraordinary writ, and the Judgment will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceeding, or post-judgment proceeding.
- 2. Vacating, Reversing, or Modifying Judgment on Appeal.** If, after a notice of appeal, the reviewing court vacates, reverses, or modifies the Final Judgment such that there is a material modification to the Settlement, and that court's decision is not completely reversed and the Final Judgment is not fully affirmed on review by a higher court, then this Settlement will become null and void and the Parties will have no further obligations under it. A material modification would include, but not necessarily be limited to, any alteration of the GSA, an alteration in the calculation of the Net Settlement Amount, and any change to the calculation of the Individual Settlement Share.

N. Funding the Settlement. Defendant shall fund the settlement pursuant to the terms of this Agreement and the Court's Final Approval Order.

- a. Timing.** Defendant will wire Half of the Gross Amount (\$100,000.00) to the Settlement Administrator within 14 calendar days of final approval. The balance of \$100,000.00 is to be paid thereafter in ten (10) installments over a ten-month period. In the event that a particular installment is paid late following a grace period of five (5) business days, there shall be a liquidated damages "late fee" imposed of 10% of the amount of that installment.
- b. QSF Treatment.** The Parties and Settlement Administrator shall treat the GSA as coming into existence as a QSF on the earliest date permitted as set forth in 26 C.F.R. § 1.468B-1, and such election statement shall be attached to the appropriate returns as required by law.
- c. Material Term.** This is a material term of the Parties' settlement, and the Parties agree that if the Court declines to approve this provision it will render this Agreement null and void.

O. Disbursement of the Settlement. The Settlement Administrator shall distribute funds pursuant to the terms of this Agreement and the Court's Final Approval Order. The Settlement Administrator shall keep Defendant's Counsel and Class Counsel apprised of all distributions from the GSA. The Settlement Administrator shall respond to questions from Defendant's Counsel and Class Counsel. No person shall have any claim against Defendant, Defendant's Counsel, Plaintiff, Class Counsel, or the Settlement Administrator based on the distributions and payments made in accordance with this Agreement.

1. **Timing.** Pursuant to the terms of this Agreement, The Settlement shall be paid out in two distributions. The first distribution shall take place within 10 calendar days after Defendant makes the initial \$100,000 deposit. From the first distribution, the Settlement Administrator shall pay out Plaintiff's Service Award and the *pro rata* portions of Plaintiff's counsel's costs and attorney's fees, the Settlement Administrator's fees, and the individual payments to the putative Class Members. The second distribution shall take place within 10 calendar days of the Settlement Administrator's receipt of the final installment payment. From the second distribution, the Settlement Administrator shall pay out the State's share of the PAGA penalties, and the remaining amounts for Plaintiff's counsel's costs and attorney's fees, the Settlement Administrator's fees, and the individual payments to the putative Class Members.

P. Uncashed Checks.

1. **Check Expiration.** Participating Class Members must cash or deposit their Individual Settlement Share checks within one hundred and eighty (180) calendar days after the checks are mailed to them.
2. **Reminder Postcard.** If any checks are not redeemed or deposited within ninety (90) calendar days after mailing, the Settlement Administrator will send a reminder postcard indicating that unless the check is redeemed or deposited in the next ninety (90) days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced.
3. **Cancelled Checks.** If any checks remain uncashed or not deposited by the expiration of the 90-day period after mailing the reminder notice, the Settlement Administrator will, within two hundred (200) calendar days after the checks are mailed, cancel the checks.
4. **Cy Pres.** All funds associated with the Individual Settlement Share checks returned as undeliverable and funds associated with those Individual Settlement Share checks remaining un-cashed, shall be distributed to the State Controller under the Unclaimed Property Law, California Civil Code section 1500 et seq.

Q. Compliance Report by Settlement Administrator. Within ten (10) business days after the Settlement Administrator cancels any checks remaining uncashed, the Settlement Administrator will serve on the Parties a declaration providing a final report on the disbursements of all funds, including all information required pursuant to the California Code of Civil Procedure section 384 (i.e. the total amount actually paid to Participating Class Members) and the amount remaining uncashed. Class Counsel will file the declaration with the Court, along with an Amended Judgment.

R. Amended Judgment. Pursuant to California Code of Civil Procedure section 384, the Parties shall amend the Final Judgment to direct the Settlement Administrator to pay the sum of any uncashed checks, plus any interest accrued thereon, to the Cy Pres Beneficiary.

S. Release of Claims.

1. Participating Class Members' Release. As of the final payment made pursuant to paragraph N. ("Funding the Settlement"), above, Class Members who do not submit a timely and valid request for exclusion release the Released Parties from the Released Claims. Participating Class Members agree not to sue or otherwise make a claim against any of the Released Parties for any of the Released Claims.

2. Plaintiff's Release. As of the final payment made pursuant to paragraph N. ("Funding the Settlement"), above, Plaintiff shall give the following general release of claims for Plaintiff and Plaintiff's respective spouse, heirs, successors and assigns, forever release the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties and expenses of any nature whatsoever, from the beginning of time through the date of his signature on this Stipulation, known or unknown, suspected or unsuspected, whether in tort, contract, equity, or otherwise, for violation of any federal, state or local statute, rule, ordinance or regulation, including but not limited to all claims arising out of, based upon, or relating to his employment with Defendant or the remuneration for, or termination of, such employment. Plaintiff's release includes a waiver of California Civil Code section 1542, which provides as follows:

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

This release excludes any release of any claims not permitted to be released by law.

T. Miscellaneous Terms

- 1. Defendant's Legal Fees.** Defendant is responsible for paying for all of Defendant's own legal fees, costs, and expenses incurred in this Action outside of the GSA.
- 2. No Admission of Liability.** Defendant makes no admission of liability or wrongdoing by virtue of entering into this Agreement. Additionally, Defendant reserves the right to contest any issues relating to class certification and liability if the Settlement is not approved. Defendant denies that it has engaged in any unlawful activity, has failed to comply with the law in any respect, has any liability to anyone under the claims asserted in the Action, or that but for the Settlement, a Class should be certified in the Action. This Stipulation is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant of liability or wrongdoing. This Settlement and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with this Stipulation).
- 3. No Effect on Employee Benefits.** The Class Representative Enhancement Payment and Individual Settlement Shares paid to Plaintiff or Participating Class Members shall not be deemed to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (*e.g.*, vacation, holiday pay, retirement plans, etc.) of Plaintiff or the Participating Class Members. The Parties agree that any Class Representative Enhancement Payment and/or Individual Settlement Share paid to Plaintiff or the Participating Class Members under the terms of this Agreement do not represent any modification of Plaintiff's or Participating Class Members' previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by Defendant. Further, any Class Representative Enhancement Payment shall not be considered "compensation" in any year for purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan or employee welfare benefit plan sponsored by Defendant.
- 4. Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire Agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any party concerning this Agreement or its

exhibits, other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.

- 5. Authorization to Enter Into Settlement Agreement.** Class Counsel and Defendant's Counsel warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties under this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Stipulation. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement this Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the Court, and in all cases, all such documents, supplemental provisions, and assistance of the Court will be consistent with this Agreement.
- 6. Exhibits and Headings.** The terms of this Agreement include the terms set forth in the attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Agreement are an integral part of the Settlement and must be approved substantially as written. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.
- 7. Interim Stay of Proceedings.** The Parties agree to stay and hold all proceedings in the Action in abeyance, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval Hearing to be conducted by the Court.
- 8. Amendment or Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by counsel for all Parties or their successors-in-interest.
- 9. Agreement Binding on Successors and Assigns.** This Agreement will be binding upon, and inure to the benefit of, the successors and assigns of the Parties, as previously defined.
- 10. No Prior Assignment.** Plaintiff hereby represents, covenants, and warrants that he has not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged.

- 11. Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.
- 12. Fair, Adequate, and Reasonable Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.
- 13. No Tax or Legal Advice.** The Parties understand and agree that the Parties are neither providing tax or legal advice, nor making representations regarding tax obligations or consequences, if any, related to this Stipulation, and that Class Members will assume any such tax obligations or consequences that may arise from this Stipulation, and that Class Members shall not seek any indemnification from the Parties or any of the Released Parties in this regard. The Parties agree that, in the event that any taxing body determines that additional taxes are due from any Participating Class Member, such Participating Class Member assumes all responsibility for the payment of such taxes.
- 14. Jurisdiction of the Court.** The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Stipulation and all orders and judgment entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Stipulation and all orders and judgments in connection therewith.
- 15. Invalidity of Any Provision; Severability.** Before declaring any provision of this Agreement invalid, the Parties request that the Court first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Stipulation valid and enforceable. In the event any provision of this Stipulation shall be found unenforceable, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.
- 16. Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 17. Execution in Counterpart.** This Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, will be

deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile, PDF, DocuSign (or similar e-signature) signatures will be accepted. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel execute this Agreement.

AS TO CONTENT:

Dated: 07/28/2021

Hae Taik Lee



Dated: _____

Global Expedited Transportation, Inc.

Name:

Title:

AS TO FORM:

Dated: July 29, 2021

CROSNER LEGAL, P.C.



Zachary M. Crosner, Esq.

Blake Jones, Esq.

Chad Saunders, Esq.

Attorneys for Plaintiff and the Class

Dated: _____

LEWIS BRISBOIS BISGAARD & SMITH LLP

Katherine C. Den Bleyker, Esq.

Attorneys for Defendant

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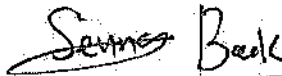
AS TO CONTENT:

Dated: _____

Hae Taik Lee

Dated: 07/29/2021

Global Expedited Transportation, Inc.


Name: Seungmun Bae
Title: CEO

AS TO FORM:

Dated: _____

CROSNER LEGAL, P.C.

Zachary M. Crosner, Esq.
Blake Jones, Esq.
Chad Saunders, Esq.
Attorneys for Plaintiff and the Class

Dated: 7/29/21

LEWIS BRISBOIS BISGAARD & SMITH LLP


Katherine C. Den Bleyker, Esq.
Attorneys for Defendant

EXHIBIT 1

LOS ANGELES COUNTY SUPERIOR COURT

NOTICE OF SETTLEMENT OF CLASS ACTION

Lee v. Global Expedited Transportation, et al.

If you were employed by Global Expedited Transportation as a truck driver in California, a class action settlement may affect your rights.

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. The Los Angeles County Superior Court has authorized this notice in the matter of *Lee v. Global Expedited Transportation, et al.*, Case No. 20STCV43064 (the “**Litigation**”). This is not a solicitation from a lawyer.

- Hae Taek Lee (called the “**Plaintiff**” in this notice), was a truck driver employed by Global Expedited Transportation, Inc. Plaintiff filed a class action lawsuit against Global Expedited Transportation, Inc. (“**Defendant**”) on November 9, 2020.
- Plaintiff claims that Defendant failed to pay all minimum wages and overtime wages due to truck drivers, failed to provide meal periods and rest periods, failed to provide accurate wage statements, failed to timely pay all wages after the end of employment, failed to reimburse business expenses, and are liable for civil penalties under the Private Attorneys General Act (“**PAGA**”).
- Defendant disputes Plaintiff’s claims. Defendant expressly and specifically denies violating any laws.
- For settlement purposes only, the Court has conditionally certified the Litigation to be a class action on behalf of all truck drivers employed by Defendant in California from May 1, 2019, to August 31, 2021 (the “**Class Period**”).
- Your legal rights may be affected by this Settlement whether you act or do not act. Your options are explained in this notice. Thus, please read this notice carefully and in its entirety.

To request to be excluded from, or object to, this Settlement, you must act before **45 days from date of notice**.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

(1) DO NOTHING	(1) Receive part of the Settlement. <i>If you do not do anything upon receipt of this notice, you will receive a sum of money based on your dates of employment with Defendant; you will give up your right to sue for alleged violations and related claims released by the Settlement; you will have no right to appeal; and you will forfeit your right to bring or participate in a similar action against Defendant.</i>
(2) OPT-OUT	(2) Opt-out or exclude yourself from the Settlement. <i>If you make a valid and timely written request to be excluded from the Settlement, you will not receive any money from the Class portion of the Settlement, and you will not give up any rights you may have, except as to the PAGA portion of the Settlement.</i>
(3) OBJECT	(3) Write to the Court about why you object to the Settlement. <i>If you object to the Settlement, you can write to the Court about why you don’t agree with the Settlement. You may also present oral objections to the Court at the Final Approval Hearing. The Court may or may not agree with your objection. If the Court approves the Settlement, you will still be bound by its terms.</i>

THIS LEGAL NOTICE AFFECTS YOUR RIGHTS. PLEASE READ IT CAREFULLY.

WHAT THIS NOTICE CONTAINS

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You are receiving this notice because the Los Angeles County Superior Court has granted preliminary approval to a class action settlement for settlement purposes only, and Defendant's records indicate that you may be a member of the settlement Class. As such, you may be eligible for compensation from this Settlement.

As a Class Member, your interests are being represented at no expense to you by Zachary Crosner, Blake Jones, and Chad Saunders of Crosner Legal, P.C. ("**Class Counsel**"). You may also hire your own lawyer at your own expense.

I. BACKGROUND OF THE CASE

On November 9, 2020, Plaintiff Hae Taek Lee filed a complaint in Los Angeles County Superior Court ("**the Court**") on behalf of all current and former non-exempt hourly, piece rate or commissioned employees employed by Defendant in the State of California (referred to as "**Class Members**"). The complaint made claims for: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide off-duty meal periods, (4) failure to authorize and permit rest breaks, (5) failure to provide accurate wage statements, (6) waiting time penalties, (7) failure to reimburse business expenses, (8) unfair competition and unfair business practices, and (9) civil penalties under PAGA.

The Parties thoroughly investigated the case. Plaintiff and Defendant were then able to agree on a Settlement of the case.

Class Counsel believe the Settlement is fair, reasonable, and in the best interests of the Class. Defendant expressly and specifically denies any liability or wrongdoing of any kind associated with the claims alleged in the Litigation. Defendant settled the Litigation in order to avoid costly, disruptive, and time-consuming litigation.

On [date of preliminary approval order], the Court gave preliminary approval to the Settlement and conditionally certified the settlement Class for settlement purposes only. The Court was not asked to make and did not make any ruling as to whether any violations by Defendants had occurred.

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. **What Are the Terms of the Settlement?**

Defendants have agreed to pay \$200,000.00 to settle the Litigation ("**Gross Settlement Amount**"). The Gross Settlement Amount includes attorneys' fees and costs, costs of settlement administration, PAGA penalties, and the Class Representative Service Payment.

The "**Net Settlement Fund**" is the remainder of the Gross Settlement Amount after the deductions have been made for the following items: (1) up to \$66,660 (33.33%) of the Gross Settlement Amount) for Class Counsel's attorneys' fees; (2) Class Counsel's actual litigation costs; (3) the costs of settlement administration; (4) \$15,000 for the share of the PAGA penalties paid to the State of California; and (5) up to \$5,000.00 to Plaintiff for serving as a Class Representative.

B. **Who is Included in the Settlement?**

Included in the Settlement are all non-exempt hourly, piece rate or commissioned employees employed by Defendant in California from May 1, 2019, to August 31, 2021.

C. How Are Settlement Payments Calculated?

There are 66 Class Members. Any Class Member who does not submit a written request to be excluded from the Settlement will have his or her “Settlement Payment” calculated as follows:

a. All Participating Class Members: The Net Settlement Fund will be divided among all Participating Class Members. Each Participating Class Member will receive a proportionate share of the Net Settlement Fund that is equal to (i) the number of workweeks he or she worked for Defendant between May 1, 2019, to August 31, 2021, divided by (ii) the total number of workweeks worked by all Participating Class Members between May 1, 2019, to August 31, 2021.

b. PAGA Penalties Subclass: The Settlement designates a total of \$20,000.00 as penalties under the PAGA. From this amount, \$5,000.00 (25%) will be allocated to the PAGA Subclass, which includes all Class Members who were employed at any time during the time period from November 9, 2019, through August 31, 2021 (“PAGA Period”). The remainder of the PAGA penalties will be paid to the California Labor and Workforce Development Agency, as required by law. Each member of the PAGA Subclass will receive a proportionate share of money allocated to that Subclass that is equal to (i) the number of workweeks he or she worked from November 9, 2019, through August 31, 2021, divided by (ii) the total number of workweeks worked by all Participating Class Members who are members of the PAGA Subclass from November 9, 2019, through August 31, 2021.

d. Tax Treatment of Settlement Payments: Twenty percent (20%) of each Settlement Payment will be designated as wages, for which you will receive a W-2 form. The remaining eighty percent (80%) of each Settlement Payment will be allocated to penalties and interest for which you will receive a 1099 form.

D. Your Settlement Calculation.

Your Settlement Payment is estimated to be \$/amount/, based on the following dates of employment as reflected in Defendants’ records:

/insert start date(s) and end date(s) of employment and number of workweeks/.

If you do not opt-out of the Settlement, then you will receive two (2) checks for your Settlement Payments. Your checks will be void if you do not cash or deposit your checks within 180 days following the issuance of the checks. Whether or not you cash or deposit your checks, you will be bound by the Settlement and will be deemed to have waived irrevocably any right or claim to your Settlement share and/or to appeal the approval of the Settlement. After the expiration of 180 days, the sum of any uncashed/undeposited checks shall be deposited with the California Unclaimed Property division.

E. Release of Claims Against Defendants.

Upon the Final Approval of the Settlement by the Court, Plaintiff and all members of the Settlement Class who do not submit timely requests for exclusion (described below) will be deemed to have fully released and discharged Defendant from all claims that were asserted in the Complaint, or that could have been plead based upon the facts, conduct, and/or omissions alleged in the Litigation, from May 1, 2019, to August 31, 2021.

The released claims thus include claims for unpaid minimum wages and overtime wages, meal and rest period violations, inaccurate wage statements, waiting time penalties, business expenses, statutory interest on any of the foregoing, and unfair competition. Only those Class Members who were employed during the PAGA Period, will release their claims for PAGA penalties.

These claims are referred to in this Notice as the “**Released Claims.**” For more information regarding the scope of the release, please read the Settlement Agreement available at **/insert URL/**.

III. LEGAL RIGHTS AND OPTIONS OF CLASS MEMBERS

A. Option 1: Do Nothing and Receive a Settlement Payment.

You do not need to do anything in order to receive a Settlement Payment. If you do nothing, you will automatically be included in the Settlement and will receive a Settlement Payment so long as the Settlement is approved and becomes Final. As set forth above, your Settlement Payment will be based upon whether you worked during the Class Period and, if so, the number of workweeks you worked during the Class Period.

Please keep your address current! To assist the Court and the parties in maintaining accurate lists of Class Members, please

mail notice of any change in your address to the Settlement Administrator (address below), or call [Administrator 800 #]. Please say that you are a part of the Lee Settlement Class.

B. Option 2: Exclude Yourself from the Settlement.

IMPORTANT: You will be bound by the terms of the Settlement unless you submit a timely and signed written request to be excluded from the Settlement. To exclude yourself from the Settlement, you must mail your request for exclusion, postmarked no later than [45 days after notice date], to:

[SETTLEMENT ADMINISTRATOR]
[ADDRESS]

Your request for exclusion must contain your full name and a statement that you wish to be excluded. Your request for exclusion must be returned by mail to the Settlement Administrator at the address above and must be postmarked on or before [45 days after notice date]. If you request exclusion, you will not be excluded from the PAGA Subclass. If you request exclusion, you will still be entitled to receive your share of the PAGA portion of the Settlement, if any, and will still be bound by the PAGA portion of the Settlement if you are a member of the PAGA Subclass.

C. Option 3: Object to the Settlement.

Any Settlement Class Member who has not submitted a request for exclusion may object to the terms of the Settlement. You may object to the proposed settlement in writing and/or orally at the Final Approval Hearing. All written objections, supporting papers, and/or notices of intent to appear at the Final Approval Hearing should: (1) clearly identify the case name and number (*Lee v. Global Expedited Transportation, et al.*, Case No. 20STCV43064); and (2) be mailed to the Settlement Administrator postmarked on or before [45 days after notice date]. A Settlement Class Member may appear personally or through an attorney, at his or her own expense, at the Final Approval Hearing to present his or her objection directly to the Court.

COUNSEL FOR THE PARTIES

CLASS COUNSEL

Michael R. Crosner (Bar No. 41299)
Zachary M. Crosner (Bar No. 272295)
Blake R. Jones (Bar No. 211221)
Chad Saunders (Bar No. 257810)
CROSNER LEGAL, PC
9440 Santa Monica Blvd., Ste. 301
Beverly Hills, CA 90210
Tel: (310) 496-4818

COUNSEL FOR DEFENDANT

Katherine C. Den Bleyker (Bar No. 257187)
LEWIS BRISBOIS BISGAARD & SMITH LLP
633 West 5th Street, Suite 4000
Los Angeles, CA 90071
Tel: (213) 250-1800

YOU MAY OBJECT TO THE SETTLEMENT AND STILL RECEIVE YOUR SHARE OF THE NET SETTLEMENT AMOUNT. IF THE COURT APPROVES THE SETTLEMENT DESPITE YOUR OBJECTIONS, YOU WILL RECEIVE YOUR SHARE OF SETTLEMENT PROCEEDS.

NO MATTER WHICH OPTION YOU CHOOSE, DEFENDANTS WILL NOT RETALIATE AGAINST YOU.

IV. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing on [FINAL APPROVAL HEARING], at [TIME], in Department 12, 111 N. Hill St, Los Angeles, CA, 90012, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The hearing may be continued or rescheduled without further notice to Class Members. You can check whether the Final Approval Hearing has been continued or rescheduled by visiting [insert Administrator URL] or by visiting the Court's website (see instructions below).

You may attend the Final Approval Hearing but are not required to do so. Written objections will be considered at the Final Approval Hearing whether or not the person objecting appears at the hearing. If you object and wish to appear at the Final Approval Hearing, you may appear personally or through counsel hired at your own expense, as long as you provide the Court with timely notice of your intent to appear.

At no expense to you, Class Counsel will represent your interests as a Class Member. Or, you may hire your own lawyer at your own expense.

V. ADDITIONAL INFORMATION

This Notice is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you may read the detailed Settlement Agreement, which is available at [\[insert Administrator URL\]](#). You may also access Plaintiff's Motion for Preliminary Approval, Plaintiff's Motions for Final Approval and Attorneys' Fees (when available), and other important documents related to this case, at the above website. If you have any questions regarding this Notice, the Settlement, or the Litigation, you may contact Class Counsel.

The pleadings and other records in this Litigation, including the Settlement Agreement, also may be examined online on the Alameda County Superior Court's website at <http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>. After arriving at the website, enter "20STCV43064" as the case number and click "*SEARCH*." Images of every document filed in the case may be viewed through the Register of Actions at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each Court location that has a facility for civil filings.

DO NOT TELEPHONE THE COURT OR DEFENSE COUNSEL