EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Dotson, et al. v. Roman Freight Lines, et al.
Superior Court of the State California, Alameda County
Case No. RG20068718

Brown v. SPT Holdings, LLC
Superior Court of the State California, Los Angeles County
Case No. 20STCV27895

To: All individuals employed in non-exempt positions by Defendants as drivers in California at any time from July 23, 2016 through [INSERT DATE] (the "Class"):

THIS NOTICE is of a proposed settlement of related class action lawsuits, and an announcement of a court hearing that you may choose to attend either in person or remotely. Your rights may be affected by the legal proceedings in this action. The Court will conduct a hearing on [INSERT DATE] to address whether the proposed settlement should be approved ("Final Approval Hearing"). You may be entitled to receive a payment under the terms of this class action settlement contained in the Settlement Agreement.

[Name of Class Member],

You have been identified as a Class Member in the above lawsuits. Under the terms of the proposed settlement you are estimated to receive approximately **$[INSERT AMOUNT]** as your share of the Net Settlement Amount should the Court grant the settlement in full. Please note that this is only an estimate. Your actual share of the Individual Settlement Share may be more or less than this estimate. Your estimate is based on SPT Holdings, LLC (since renamed REVO Group, LLC), Roman Freight Lines, and BSP Shipping, Inc.'s ("Defendants") records that you were employed by Defendants in the State of California in a non-exempt position as a driver for [**INSERT PAY PERIOD AMOUNT**] pay periods between July 23, 2016 and **[INSERT DATE]**. For purposes of this formula, any part of a pay period shall count as one pay period. If you dispute the total number of verified weeks set forth above, you must set forth the information that you believe is correct, and submit written documentation to Phoenix Class Action Administration Solutions no later than [INSERT DEADLINE]. Your eligibility requirements for receiving payments are described below.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT (SEE SECTION VIII FOR MORE DETAILS)	
DO NOTHING	Receive a settlement payment and give up your right to sue on the Released Claims described in Section IV. This settlement does not require a claims process to receive a payment. Therefore, there is <u>no</u> claim form for you to complete should you wish to receive payment.
EXCLUDE YOURSELF	You may "opt-out" of any connection with this case including any right to a settlement payment. You must submit your opt-out notice, as described below, on or before [**INSERT DEADLINE**]. All persons who validly and timely opt-out of the Settlement will not receive any settlement payment, except for his or her share of the PAGA Award if applicable, and will preserve Released Claims described in Section IV subject to applicable statute of limitations.
OBJECT	Write to the Court and Settlement Administrator about why you do not like the Settlement by submitting an objection to the settlement on or before [**INSERT DEADLINE**].
GO TO A HEARING	Ask to speak in Court about the fairness of the Settlement.

I. Why should I read this Notice?

The Parties have proposed to settle these class action lawsuits. You are a member of the Class. If the Court approves the proposed Settlement, your legal rights may be affected. This Notice, which has been approved by the Court, is only a summary. A more detailed Settlement Agreement contains the complete terms of the Settlement, and is on file with the Court, where it is available for your review. See Section X for further information.

II. What are these lawsuits about?

Two related lawsuits entitled *Brown v. SPT Holdings,* Case No. 20STCV27895, currently pending in Los Angeles Superior Court, and *Dotson et. al., v. Roman Freight Lines, Inc., et al.,* Case No. RG20068718, currently pending in Alameda County Superior Court. Plaintiffs Chondra Brown, Anthony Wickett, and Corbon Dotson ("Plaintiffs" or "Class Representatives") have alleged claims against Defendants primarily under the California Labor Code. Plaintiffs brought this lawsuit as a class action and PAGA enforcement action on behalf of themselves and other similarly situated employees, and is claiming that Defendants failed to pay all minimum wages owed, failed to provide meal and rest periods and/or pay meal and rest period premiums, failed to provide a safe and healthy workplace, failure to pay fair wages, retaliation for being injured at work, retaliation for complaints of discrimination an unsafe workplace, failure to pay for non-driving activities, failed to reimburse business expenses, failed to provide complete wage statements, failed to pay timely wages, and violated Business and Professions Code sections 17200-17204. Plaintiff Brown's operative complaint alleges the following causes of action: (1) Failure to Provide Meal Periods and Pay Premiums, (2) Failure to Provide Rest Periods and Pay Premiums, (3) Failure to Provide a Safe and Healthy Workplace, (4) Failure to Pay Fair Wages, (5) Retaliation for Being Injured at Work, (6) Retaliation for Complaints of Discrimination and/or Unsafe Workplace, and (7) Unfair Business Practices. Plaintiffs Wickett and Dotson's operative complaint alleges the following causes of action: (1) Failure to Pay Non-Driving Activities, (2) Failure to Provide Complete Wage Statements, (3) Failure to Pay Timely Wages, (4) Failure to Reimburse Business Expenses, and (5) Unfair Business Practices. Plaintiffs seek a monetary recovery on behalf of the Class for the alleged violations, along with costs and fees.

Defendants contend that it has complied with all laws and denies the allegations Plaintiffs are asserting in these lawsuits. The Court has not formed any opinions concerning the merits of the lawsuits, and the Court has not ruled for or against Plaintiffs as to the merits of any of their individual or class or PAGA enforcement claims. The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable and that any final determination of those issues will be made at the final fairness hearing. You will not be retaliated against by Defendants for electing to participate or not participate in the settlement.

III. Who is covered by the class action lawsuits and the proposed Settlement?

A. The Class. On [**INSERT PRELIMINARY APPROVAL DATE**], the Court granted preliminary approval of the Settlement and authorized this notice. The Court defined the "Class" as all individuals employed in non-exempt positions by Defendants as drivers in California at any time from July 23, 2016 through [INSERT DATE] (the "Class Period").

B. The Effect of Membership in the Class. If you come within the definition of the Class, you are a Settlement Class Member unless you exclude yourself from ("opt out of") the Class by following the procedures for exclusion that are set forth in this Notice. Settlement Class Members are eligible to receive the benefits created by the proposed Settlement including a settlement payment based on their pro-rata share of the Net Settlement Amount and will be bound by the Settlement if it is approved by the Court. Persons who exclude themselves from the Class will not be bound by the Settlement and will not share in the Settlement proceeds, except for their share of the PAGA Award if applicable, but may pursue their own timely individual claims against Defendants subject to applicable statute of limitations.

IV. What are the terms of the Settlement?

The proposed Settlement was negotiated with Defendants by the attorneys for the Class ("Class Counsel"). Class Counsel believes that this Settlement is in the best interest of the members of the Settlement Class. As part of the proposed Settlement, Defendants and Class Counsel have agreed to the following:

<u>Monetary Amounts Under the Settlement</u>

- Defendants shall provide the members of the Settlement Class, on a non-claims-made basis, monetary compensation in the maximum total amount of $400,000.00 (the "Gross Settlement Amount" or "GSA"), less amounts awarded by the Court for attorneys' fees and costs, settlement administration costs, enhancement award to the Class Representatives, and PAGA Settlement Payments for penalties under the PAGA (the "Net Settlement Amount" or "NSA"). The GSA does not include employer-side payroll taxes on the wage portion of individual settlement shares, that Defendants can be required to pay or cause to be paid under this Settlement.

- The Settlement Administrator will calculate individual Class Members' pro-rata share of the NSA for their individual settlement payment. The Net Settlement Amount will be allocated among the members of the settlement Class on a pro rata basis based on the number of pay periods (work weeks) spent by Class Members in Defendants' employ during the Class Period. The number of pay periods that Defendants show you worked in their employ in California is listed on the first page of this notice along with your estimated settlement share of the NSA. Portions of the NSA not claimed by Class Members who opt-out will revert back into the NSA. It is estimated that individual Class Member payments will range from $[INSERT AMOUNT] to $[INSERT AMOUNT], with the average being approximately $[INSERT AMOUNT].

- Defendants, through the Settlement Administrator, shall fund one half of the Gross Fund Value (or $200,000) awarded by the Court for attorneys' fees and costs, settlement administration expenses, enhancement award to the Class Representatives, payment to the California Labor and Workforce Development Agency ("LWDA") for PAGA penalties, and the amounts owed to the Settlement Class Members within 30 calendar days from when the final approval of the Settlement can no longer be appealed (the "Final Effective Settlement Date"). Defendants, through the Settlement Administrator, shall fund the second half of the Gross Fund Value (or $200,000) within 180 calendar days of the Final Effective Settlement Date. Within 60 calendar days after the (1) First Settlement Payment or (2) the Final Effective Settlement Date, whichever is later, the Settlement Administrator will calculate and pay individual Class Member's pro-rata share of the NSA for their individual settlement payment. Within 30 calendar days of the second settlement payment by Defendants, the Settlement Administrator will calculate and pay the remaining balance of individual Class Members' pro-rata share of the NSA for their individual settlement payment.

Contemporaneous with requesting the Court approve in final the proposed Settlement, Class Counsel will apply to the Court for approval of all amounts sought in the Settlement as follows: (i) all payments to Settlement Class Members; (ii) settlement administration costs which are estimated to not exceed $11,500 for services associated with administering the settlement; (iii) a payment of $10,000 to the LWDA for settlement of the PAGA claims brought in this case; (iv) up to a $20,000 enhancement award to the Class Representatives for their service to the Class and their general release of claims; (v) an award of attorneys' fees up to the amount of $133,333.33 (equivalent to one-third of total Gross Settlement Amount), and (vi) an award of costs up to $17,500 for out of pocket litigation costs.

Release

- Upon the Court's final approval of the Settlement, a judgment will be entered fully and finally settling the action as to Plaintiffs and all Settlement Class Members.

- As a result of the Settlement and Judgment to be entered, all Class Members who do not opt out of this Action by filing a timely, valid Request for Exclusion will release any and all claims, obligations, demands, rights, causes of action, and liabilities against Defendants and any of their current, former, and future parent, subsidiary, and affiliated companies, and its/their agents, officers, shareholders, directors, employees, including successors and assigns, related or affiliated companies' predecessors and successors; and, with respect to all such entities, all of its/their past and present employees, officers, directors, stockholders, owners, representatives, assigns, attorneys, agents, insurers, employee benefit programs (and the trustees, administrators, fiduciaries and insurers of such programs) and any other persons acting by, through, under or in concert with any such persons or entities (the "Released Parties") during the Class Period and the PAGA Period, under Labor Code Sections 98.6, 200, 201, 202, 203, 204, 210, 221, 223, 225.5, 226, 226.2, 226.7, 246, 432.3, 510, 511, 512, 515, 558, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 2802, 2698, 2699 et seq., (and/or "PAGA"), 3401, 6300 et seq., 6306, 6310, 6311, 6399.7, 6401, 6403, which either have been asserted or which could have been asserted in the LWDA Letter, based on the facts, claims and/or allegations stated in such documents, including for failure to pay separately for non-driving time activities, failure to furnish accurate wage statements, failure to pay timely wages, failure to reimburse necessary business expenses, failure to provide compliant meal and rest periods, failure to provide a safe and healthy workplace, retaliation for being injured at work, retaliation for all complaints of discrimination and/or an unsafe workplace, and/or all penalties under and California's applicable Wage Order, under PAGA, under any other statute or common law, or for any recovery under California Business and Professions Code Section 17200 et seq. or IWC Wage Order 9 based on the foregoing (the "Released Claims") . Notwithstanding the above, the Parties understand and agree that the release in this Settlement does not apply to (i) those rights that as a matter of law cannot be released and/or waived, including, but not limited to, workers' compensation claims; (ii) rights or claims that may arise before or after the Class Period and/or the PAGA Period; (iii) rights or claims regarding enforcement of this Settlement; or (iv) Plaintiff Brown and Sherman Brown's employment discrimination case pending in Los Angeles Superior Court (Case No. 21STCV31642).

- **If you do <u>NOT</u> exclude yourself from the Class by following the procedures set forth in this Notice and the Court approves the proposed Settlement, you will be deemed to have entered into the release of Released Claims in the Settlement Agreement.**

V. How do I receive a payment?

Any Class Member who wishes to be considered for any payment under this Settlement does not need to do anything. If you do not elect to exclude yourself from the Settlement and are deemed an eligible Class Member, you will receive a payment should the Settlement become Final. If you are a member of the Class and you move or change your address, and you want to receive your settlement benefits at your new address, you must send a notice of your change of address to Phoenix Class Action Administration Solutions, [INSERT ADDRESS].

VI. Who represents the Class?

The Court has designated Plaintiffs Anthony Wickett, Corbon Dotson, and Chondra Brown to serve as Class Representatives in these lawsuits. The attorneys and law firms that serve as Class Counsel are Marco A. Palau, Joseph D. Sutton, and Eric S. Trabucco of Advocates for Worker Rights, LLP, Jessica Juarez, Esq., and Olesia Boulaev of the Levine Law Firm, APC. Class Counsel can be reached as follows:

Marco A. Palau, Joseph D. Sutton, and Eric S. Trabucco, Advocates for Worker Rights, LLP, 212 Ninth Street, Suite 314, Oakland, California 94607, (510) 269-4200

Olesia Boulaev of the Levine Law Firm, APC [INSERT]

VII. What are the reasons for the Settlement?

Class Counsel agreed to enter into this proposed Settlement after weighing the risks and benefits to the Class of this Settlement compared with those of continuing the litigation. The factors that Class Counsel considered included the uncertainty and delay associated with continued litigation, a trial and appeals, and the uncertainty of particular legal issues that have yet to be determined. Class Counsel balanced these and other substantial risks in determining that the proposed Settlement is fair, reasonable, and adequate in light of all circumstances and in the best interests of Class Members.

Defendants agreed to this proposed Settlement in order to avoid the expense and distraction associated with lengthy litigation, and to allow it to focus on continuing to provide quality service to its customers.

VIII. What are my rights and options?

A. First, you may remain a member of the Class, represented by Class Counsel, and take no further action. If you take no further action as a Class Member, you will be represented by Class Counsel and will have the right to receive your share of the Settlement proceeds. If the Settlement is approved by the Court, you will be bound by the terms of the Settlement which will result in a release of the Released Claims. As a member of the Class, you will not be charged for the services of Class Counsel.

B. Second, you may remain a member of the Class but elect to hire your own attorney to represent you. If you do not wish to be represented by Class Counsel, you may hire your own attorney. Your attorney must send a Notice of Appearance to the Settlement Administrator at the address listed in Section V, so that it is **postmarked** on or before [INSERT DATE]. Even though your own attorney represents you, you will continue to be a Class Member. You will be responsible for any attorneys' fees and costs charged by your attorney.

C. Third, you may exclude yourself from the Class. If you are a member of the Class but do not want to remain in the Class, you may exclude yourself ("opt out"). If you exclude yourself from the Class, you will lose any right to participate in the Settlement including any right to receive a settlement payment, except for a share of the PAGA Award if applicable. You will also lose the right to have objections you might have to the Settlement considered by the Court before it rules on the Settlement. You will be free to pursue any claims you may have against Defendants on your own behalf subject to applicable statute of limitations, but Class Counsel will not represent you. If you **do not** wish to take part in the Settlement, you may exclude yourself (i.e., opt-out) by sending to the Settlement Administrator a written request for exclusion. The written request for exclusion must: (a) state your name, address, telephone number, and social security number or employee identification number; (b) state your intention to exclude yourself from or opt-out of the Settlement; (c) be addressed to the Settlement Administrator; (d) be signed by you or your lawful representative; and (e) be postmarked no later than [*insert date*]

Send the Request for Exclusion directly to the Settlement Administrator at the following address **by no later than [Insert opt-out date]**:

Phoenix Class Action Administration Solutions
[INSERT ADDRESS]

Any person who submits a timely Request for Exclusion from the Class Action Settlement shall, upon receipt, no longer be a Class Member, shall be barred from participating in any portion of the Settlement, and shall receive no benefits from the Settlement except for a share of the PAGA Award if applicable. If you want confirmation of receipt of your Opt-Out, please send it by U.S. certified mail, return receipt requested and/or contact the Settlement Administrator.

If you do not comply with these procedures and the deadline for exclusions, you will lose any opportunity to exclude yourself from the Class, and your rights will be determined in these lawsuits by the Settlement Agreement if it is approved by the Court and you may not recover under any other individual settlement agreement regarding the claims released through the Released Claims.

D. Fourth, you may remain a member of the Class, and on your own behalf, or through your own attorney, object to the certification of the Class, to the Settlement, to the Application for Attorneys' Fees and Costs, and/or to the Application for Enhancement Award. If you do not exclude yourself from the Class, you may object to the certification of the Class, to the terms of the proposed Settlement, and/or to the applications for attorneys' fees, costs, and enhancement award. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the proposed Settlement, or any portion of it, you must file with the Settlement Administrator a written objection that shall state: (a) your full name, address, and telephone number; (b) the words "Notice of Objection" or "Formal Objection" or other words to clearly indicate you are objecting to the Settlement; (c) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (d) list identifying witness(es) you may call to testify at the Final Approval hearing; and (e) provide true and correct copies of any exhibit(s) you intend to offer at the Final Approval hearing. Objections must be in writing and must be mailed or faxed to the Settlement Administrator, Phoenix Class Action Administration Solutions, [INSERT ADDRESS], **by no later than [Insert deadline]** for your objection to be considered. **OBJECTIONS THAT DO NOT INCLUDE ALL REQUIRED INFORMATION, OR THAT ARE NOT SUBMITTED TIMELY, MAY NOT BE CONSIDERED BY THE COURT.** If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will receive payment and be bound by the terms of the Settlement in the same way as Class Members who do not object. Any member of the Settlement Class who does not object in the manner provided above shall have waived any objection to the Settlement, whether by appeal or otherwise. **You are still eligible to receive a settlement payment should the settlement become Final even if you object to the settlement.**

IX. When is the court hearing and what is it for?

On [INSERT FINAL APPROVAL HEARING DATE], the Court will hold a public hearing in [INSERT], for the purposes of determining whether the proposed Settlement is fair, adequate and reasonable and should be approved, whether to approve Class Counsel's applications for attorneys' fees and costs, whether to approve the payments to the LWDA, and whether to approve Plaintiffs' request for an enhancement award. This hearing may be continued or rescheduled by the Court without further notice. Class Members who support the proposed Settlement do not need to appear at the hearing and do not need to take any other action to indicate their approval. Class Members who object to the proposed Settlement are not required to attend the Final Approval Hearing. If a Class Member would like to arrange to appear by telephone or video conference, please contact Class Counsel and they will make efforts to facilitate that.

X. Where can I get more information?

If you have questions about this Notice or the Settlement, or if you did not receive this Notice in the mail and you believe that you are or may be a member of the Class, you should contact the Settlement Administrator (contact information listed in Section V) for more information or to request that a copy of this Notice be sent to you in the mail. If you wish to communicate directly with Class Counsel, you may contact them (contact information noted in Section VI). You may also seek advice and guidance from your own private attorney at your own expense, if you so desire.

This Notice is a summary of the basic terms of the proposed Settlement. For the precise terms and conditions of the proposed Settlement, you may review the detailed "Joint Stipulation and Class Action Settlement Agreement" on file with the Clerk of the Court as well as the pleadings and other records in this litigation at the Office of the Clerk of the Los Angeles Superior Court. You must make an appointment to view documents at the Office of the Clerk. Additional information is also available through the Court's online system at [WEBLINK] by searching using the case number.

The Joint Stipulation and Class Action Settlement Agreement, along with this Notice and other case documents, are available on Class Counsel's website: [WEBLINK]

PLEASE DO NOT WRITE OR TELEPHONE THE COURT OR DEFENDANTS FOR INFORMATION ABOUT THE PROPOSED SETTLEMENT OR THESE LAWSUITS.