

Olesia Boulaev, Cal. Bar No. 238202

Eric Levine, Cal. Bar No. 219813

THE LEVINE FIRM, APC

1648 Westwood Blvd.

Los Angeles, CA 90024

Counsel for Chondra Brown

Marco A. Palau, Cal. Bar No. 242340

Joseph D. Sutton, Cal. Bar No. 269951

Eric S. Trabucco, Cal. Bar No. 295473

ADVOCATES FOR WORKER RIGHTS, LLP

212 9th Street, Suite 314

Oakland, California 94607

Jessica Juarez, Cal. Bar No. 269600

Counsel for Anthony Wicket and Corbett Dotson

**SUPERIOR COURT OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES**

CHONDRA BROWN, individually and on behalf
of other similarly situated individuals,

PLAINTIFFS,

vs.

SPT HOLDINGS, LLC; BSP SHIPPING, INC.,
and DOES 1-20, inclusive,

DEFENDANTS.

And Related Matter – Alameda Superior
Court Case No. RG20068718

Case No. 20STCV27895 (Los Angeles County)
(And related matter of Alameda County
Superior Court Case No. RG20068718)

**DECLARATION OF OLESIA BOULAEV
IN SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

**Complaint Filed: July 21, 2020
Trial Date: Not Set**

1 I, OLESIA BOULAEV, hereby declare as follows:

- 2 1. I am an attorney licensed by the State of California and work with The Levine Firm, APC, which
3 are attorneys of record (along with the law firm Workers Advocates Rights, LLP (“Class
4 Counsel”). As such, I am familiar with this matter and if called upon as a witness, I can and would
5 competently testify to the following facts of my own personal knowledge.
- 6 2. The parties agreed to settle the Litigation upon the terms and conditions set forth in **Exhibit 2**
7 hereto which is a true and correct copy of the Settlement Agreement reached by the parties.
- 8 3. Attached to the Declaration of Yami Burns is the true and correct copy of the Notice of Class
9 Action Settlement (“Class Notice”) distributed to class members. The Class Notice is in
10 compliance with the California Rules of Court and contains an “explanation of the proposed
11 settlement and procedures for class members to follow in filing written objections to it and in
12 arranging to appear at the settlement hearing and state any objections to the proposed settlement.”
13 California Rules of Court 3.769(f).
- 14 4. The Levine Firm, APC, incurred the following litigation costs totaling **\$9,395.94**.
- 15 a. Calwest court filing fees \$2,010.15
16 b. Calwest service of process \$225.99
17 c. Case Anywhere \$2,584.80
18 d. Mediation fee (1/2 of fee) \$4,500.00
19 e. LWDA \$75
- 20 5. Plaintiffs’ counsel submitted the Motion for Final Approval, Settlement Agreement and notice of
21 class action to the LWDA on August 25, 2025.

22 I declare that the foregoing is true and correct under the penalty of perjury under the laws of the
23 State of California.

24 August 25, 2025

25 *Olesia Boulaev*
26 _____

27 Olesia Boulaev, Esq.
28

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Chondra Brown, Anthony C. Wickett, and Corbett Dotson (“Plaintiffs”) and defendants SPT Holdings, LLC (renamed REVO Group, LLC), Roman Freight Lines, Inc., (“RFL”) and BSP Shipping, Inc. (“BSP”) (collectively “Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiffs’ lawsuits alleging wage and hour violations against DEFENDANTS captioned *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.
- 1.2. “Administrator” means Phoenix Class Action Administration Solutions, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means All nonexempt employees who have worked for Defendants as drivers in California at any time during the PAGA Period.
- 1.5. “BSP Subclass” means all hourly nonexempt drivers who worked for Defendant BSP in California within the BSP Class Period from January 1, 2018 to January 31, 2021.
- “BSP Class Period” means the period from January 1, 2018 to January 31, 2021. ⁱⁱ
- “Class” means all non-exempt employees who are members of the BSP and RFL Subclasses.
- “Class Counsel” means Marco A. Palau, Joseph D. Sutton, and Eric S. Trabucco of Advocates for Workers Rights, LLP, Jessica Juarez, Esq., and Olesia Boulaev of the Levine Law Firm, APC.
- “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

- 1.6. “Class Data” means Class Member identifying information in DEFENDANTS possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.7. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).
- 1.8. “Class Member Address Search” means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.9. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English, with a Spanish translation, in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.10. “Class Representative” means the named Plaintiffs in the operative complaints in the Action seeking Court approval to serve as a Class Representative.
- 1.11. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.12. “Court” means the Superior Court of California, County of Los Angeles.
- 1.13. “DEFENDANTS” means named Defendants SPT Holdings, LLC (renamed REVO Group, LLC), Roman Freight Lines, Inc., and BSP Shipping, Inc..
- 1.14. “Defense Counsel” means Benjamin Gipson of DLA Piper LLP (US).
- 1.15. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.16. “Final Approval” means the Court’s order granting final approval of the Settlement.

- 1.17. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.18. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.19. “Gross Settlement Amount” means \$250,000 which is the total amount DEFENDANTS agree to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator’s Expenses.
- 1.20. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.21. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.
- 1.22. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.23. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.24. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.25. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.26. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.27. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for DEFENDANTS for at least one day during the PAGA Period.
- 1.28. “PAGA Period” means the period from July 21, 2019 to September 9, 2022.ⁱⁱⁱ
- 1.29. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.30. “PAGA Notice” means Plaintiff Brown’s letter to DEFENDANTS and the LWDA dated June 5, 2020, and Plaintiffs Dotson and Wickett’s letter to DEFENDANTS and the LWDA dated July 21, 2020 providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.31. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$1,250) and the 75% to LWDA (\$3,750) in settlement of PAGA claims.

1.32. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.33. “Plaintiffs” means Chondra Brown, Corbett Dotson, and Anthony Wickett, the named plaintiffs in the Action.

1.34. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.35. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.36. “Qualified Settlement Fund” means a fund within the meaning of Treasury Regulation §1.46B-1, 26 C.F.R. § 1.468B-1 *et seq.*, that is established by the Administrator for the benefit of Participating Class Members, Plaintiffs, and Class Counsel. The Qualified Settlement Fund shall be an interest-bearing escrow account created by the Administrator for the purpose of administering the payments required by this Settlement. Any interest generated by the account shall remain in the account and be drawn upon to make the payments required by this Settlement.

1.37. “Released Class Claims” means the claims being released as described in Paragraph 6.2 below.

1.38. “Released PAGA Claims” means the claims being released as described in Paragraph 6.3 below.

1.39. “Released Parties” means: DEFENDANTS and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

1.40. “Relevant Time Period” means the Class and/or PAGA periods that apply to Class Members, which may include one or more of the following: the RFL Class Period, the BSP Class Period, and the PAGA Period

1.41. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.42. "Response Deadline" means 60 days after the Administrator mails Notice to Class

Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

- 1.43. “RFL Class Period” means the period from September 1, 2019 to September 9, 2022.
- 1.44. “RFL Subclass” means all nonexempt drivers paid on a piece-rate basis (or flat or daily rate) and employed by Defendant Roman Freight Lines at any time during the RFL Class Period.
- 1.45. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.46. “Workweek” means any week during which a Class Member worked for DEFENDANTS for at least one day, during the BSP Class Period or RFL Class Period, whichever applies.^{iv}

2. RECITALS.

- 2.1. This Action involves two complaints. First, on July 16, 2020, Plaintiff Chondra Brown filed a Complaint alleging causes of action against DEFENDANTS for (1) meal period violations, (2) rest period violations, (3) violation of health and safety provision of the Labor Code relating to protective and other equipment, (4) violation of equal pay provisions based on race and sex, (5) retaliation for complaining about workplace injuries, (6) retaliation for complaining about race and sex discrimination and unsafe workplace, (7) violation of UCL, and (8) claim for civil penalties under PAGA. The July 16, 2020 Complaint is the “Operative Brown Complaint.” Second, on July 23, 2020, Plaintiffs Corbett Dotson and Anthony C. Wickett filed a Complaint against alleging causes of action against DEFENDANTS for (1) failure to pay wages for nonproductive time, (2) failure to provide accurate wage statements, (3) waiting time penalties, (4) failure to reimburse expenses, and (5) violation of the UCL. Dotson and Wickett amended the complaint to add a claim for civil penalties under PAGA. The First Amended Complaint is the “Operative Dotson-Wickett Complaint.” DEFENDANTS deny the allegations in the Operative Brown Complaint and Operative Dotson-Wickett Complaint, deny any failure to comply with the laws identified in in these complaints, and deny any and all liability for the causes of action alleged.
- 2.1.1. As part of this settlement, the Parties agree, subject to Court approval, to dismiss, without prejudice, the following claims in the Brown Operative Complaint insofar as they are brought on behalf of the Class: the third cause of action for violation of health and safety provision of the Labor Code, the fourth cause of action for violation of equal pay provisions based differences in pay due to race and sex, the fifth cause of action for retaliation after complaining about workplace injuries, the sixth cause of action for retaliation for complaining about race and sex

discrimination or unsafe workplace conditions, and the seventh cause of action to the extent it is predicated on violations alleged in the third through sixth causes of action. The dismissal without prejudice of the foregoing causes of action is as to the class allegations only, and not as to Plaintiff Brown's allegations made on her own behalf, which have been dismissed with prejudice.

- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to DEFENDANTS and the LWDA by sending the PAGA Notice.
- 2.3. On January 6, 2022, the Parties participated in an all-day mediation presided over by Jeffrey Krivis which led to an agreement to settle the Action. Following mediation, the Parties executed a settlement agreement to resolve the Action which Plaintiff presented to the Court for preliminary approval. Before the Court ruled on the motion for preliminary approval, Defendants informed Plaintiffs and the Court that due to deteriorating financial conditions which placed them on the verge of bankruptcy, the Defendants were no longer able to pay the agreed settlement. Defendants proposed to re-negotiate the settlement in light of their financial condition. Through Defense Counsel and bankruptcy counsel, Defendants provided financial information to Class Counsel and to the Court to assist in the evaluation of a potential re-negotiated settlement. After considering the financial disclosures and the representations of Defense Counsel and Defendants' bankruptcy counsel, the Parties reached a re-negotiated Settlement which is set forth in this Agreement.
- 2.4. Prior to mediation, Plaintiffs obtained documents and class data through informal discovery to perform an analysis of the claims and estimate damages. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- 2.5. The Court has not granted class certification.
- 2.6. Defendants and their principal have provided information to Class Counsel and the Court relating to Defendants' financial condition. Class Counsel have relied on representations and information presented by Defendants and their counsel in reaching this settlement.
- 2.7. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, DEFENDANTS promise to pay \$250,000 and no more as the Gross Settlement Amount, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants will pay the Gross Settlement

Amount in 50 monthly installments of \$5,000, to be deposited in a Qualified Settlement Fund created by the Administrator. Defendants shall be responsible for delivering the installment payments to the Administrator by the 10th day of each month beginning within thirty (30) days of the Effective Date. Defendants agree that, as a condition of this structured settlement, in the event of a default, Plaintiffs and the Class will be entitled to a stipulated judgment as set forth herein. None of the Gross Settlement Amount will revert to DEFENDANTS.

- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiff: Class Representative Service Payment to each Class Representative of not more than \$15,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). DEFENDANTS will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one third (33%), which is currently estimated to be \$83,333 and a Class Counsel Litigation Expenses Payment of not more than \$30,000. DEFENDANTS will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds DEFENDANTS harmless, and indemnifies DEFENDANTS, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$12,500 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$12,500, the

Administrator will retain the remainder in the Net Settlement Amount.

- 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

- 3.2.4.1. Tax Allocation of Individual Class Payments. One third (33%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Two thirds (67%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties] (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

- 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

- 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$5,000 to be paid from the Gross Settlement Amount, with 75% (\$3,750) allocated to the LWDA PAGA Payment and 25% (\$1,250) allocated to the Individual PAGA Payments.

- 3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

- 3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of data, Defendants have determined there are 400 Class Members who collectively

worked a total of 8495 Workweeks, and 291 Aggrieved Employees who worked a total 8469 of PAGA Pay Periods.

4.2. Class Data. Not later than 30 days after the Court grants Preliminary Approval of the Settlement, DEFENDANTS will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. DEFENDANTS has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which DEFENDANTS must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. DEFENDANTS shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator in 50 equal monthly installments of \$5,000 each no later than the 10th of each month. Beginning on October 10, 2024~~3~~, DEFENDANTS agree to earmark \$5,000 each month to be transmitted to the Administrator within 15 days of preliminary approval of the settlement. Every month thereafter, DEFENDANTS shall transmit to the Administrator payment in the amount of \$5,000 by the 10th of the month until the Gross Settlement Amount is fully paid. DEFENDANTS' share of payroll taxes shall be transmitted to the Administrator no later than the date on which the 50th installment is due, December 10, 2027. Said payments will be deemed late if not received by the Administrator by the 15th day of the month, which will constitute a default. The Administrator shall advise Class Counsel and Defense Counsel of any payment default by the 30th of the month.

4.3.1. Default. Upon a default in payment, notice shall be given to Defendants directly or through Defense Counsel providing Defendants 15 days to cure. The cost to cure will be \$400 as the reasonable amount for attorneys' fees and late payment penalty payable to the Administrator. Any late payment fees shall be added to the Gross Settlement Amount. During the term of this structured Settlement, Defendants will be allowed to have five late payment episodes, provided that the late payments are cured within the 15th day after the written notice to cure. In the event of a sixth late payment episode, Plaintiffs may immediately declare a final default and obtain a stipulated judgment under the terms described herein.

4.3.2. Default Judgement. In the event of default by Defendants, Plaintiffs shall be entitled to a stipulated judgement against Defendants for the Gross Settlement Amount, less any payments made through the date of default, pursuant to the terms of the Settlement.

4.4. Disbursements from the Gross Settlement Amount. There will be two disbursements of funds in this structured Settlement. The First Disbursement will occur

within 14 days after DEFENDANTS complete the 25th installment payment, the Administrator will mail checks to cover a portion (approximately 50%) of all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.

The Second Disbursement will occur within 14 days after Defendants complete the 50th and final installment payment along with the payment of employer-side payroll taxes. Within 14 days after these payments, the Administrator will mail checks to cover the remaining portion of all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.

The Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

- 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Upon receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 4.4.3. Funds from checks that are uncashed and cancelled after the void date following the First Disbursement shall remain in the QSF for use in the Second Disbursement. These funds will become part of the Net Settlement Amount to be distributed to Participating Class Members who cashed their first check. Class

Members whose first check is uncashed and cancelled after the void date following the First Disbursement shall not receive a check during the Second Disbursement, except for a showing of cause.

4.4.4. Funds from checks that are uncashed and cancelled after the void date shall be transmitted to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no unpaid residue

4.4.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate DEFENDANTS to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

6. **RELEASES OF CLAIMS.** Effective on the date when DEFENDANTS fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

6.1 Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice, or ascertained during the Action and released under 6.2, below. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

6.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542.
For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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.

6.2 Release by Participating Class Members Who Are Not Aggrieved Employees:
All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and

assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Brown Complaint, except the class claims which are dismissed without prejudice as set forth in paragraph 2.1.1 above, and (ii) all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Dotson-Wickett Complaint. Except as set forth in Section 6.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Relevant Time Period.

- 6.3 Release by Non-Participating Class Members Who Are Aggrieved Employees: All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Brown Complaint, Operative Dotson-Wickett Complaint, and the PAGA Notices by Plaintiffs Brown, Dotson, and Wickett.

7. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

- 7.1 DEFENDANTS' Declaration in Support of Preliminary Approval. Within 15 days of the full execution of this Agreement, DEFENDANTS will prepare and deliver to Class Counsel a signed Declaration from DEFENDANTS and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and DEFENDANTS shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

- 7.2 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members and/or the proposed Cy Pres; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the

Administrator and/or the proposed Cy Pres; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient. In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

- 7.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 7.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION.

- 8.1 Selection of Administrator. The Parties have jointly selected Phoenix Class Action Administration Solutions to serve as the Administrator and verified that, as a condition of appointment, Phoenix agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 8.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 8.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury

Regulation section 468B-1.

8.4 Notice to Class Members.

8.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.

8.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with Spanish translation substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

8.4.3 Not later than 3 business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

8.4.4 The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

8.4.5 If the Administrator, DEFENDANTS or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than [14] days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

8.5 Requests for Exclusion (Opt-Outs).

- 8.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 8.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 8.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 6.2 and 6.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 8.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment.
- 8.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the

Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

8.7 Objections to Settlement.

8.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

8.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than [60] days after the Administrator's mailing of the Class Notice (plus an additional [14] days for Class Members whose Class Notice was re-mailed).

8.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

8.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

8.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their

validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

- 8.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- 8.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- 8.8.5 Administrator’s Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- 8.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

9. **CLASS SIZE ESTIMATES** Based on its records, DEFENDANTS estimates that, as of the date of this Settlement Agreement, (1) there are 400 Class Members and 8,495_____ Total Workweeks during the Class period and (2) there were 291 Aggrieved Employees who worked 8,469 Pay Periods during the PAGA Period.^{vii}

10. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not later than [seven] days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

- 10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

- 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

- 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

- 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties’ obligations to perform under this Agreement will be suspended until such

time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

- 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

12. **ADDITIONAL PROVISIONS.**

- 12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by DEFENDANTS that any of the allegations in the Operative Complaint have merit or that DEFENDANTS has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that DEFENDANTS' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, DEFENDANTS reserves the right to contest certification of any class for any reasons, and DEFENDANTS reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest DEFENDANTS' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, DEFENDANTS and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or

federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, DEFENDANTS and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that “the matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s communications with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

12.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability to communicate with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and DEFENDANTS, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

12.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

12.8 No Tax Advice. Neither Plaintiff, Class Counsel, DEFENDANTS nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

12.9 Modification of Agreement. This Agreement, and all parts of it, may be

amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

- 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.12 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.
- 12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by DEFENDANTS in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from DEFENDANTS unless, prior to the Court's discharge of the Administrator's obligation, DEFENDANTS makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.
- 12.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff Chondra Brown:

The Levine Firm
Olesia Boulaev, Esq.
Eric D. Levine, Esq.
olesia@levinefirmlaw.com
1648 Westwood Boulevard
Los Angeles, California 90024

To Plaintiffs Corbett Dotson and Anthony Wickett:

Advocates for Worker Rights LLP
marco@advocatesforworkers.com
admin@advocatesforworkers.com
212 9th Street, Suite 314
Oakland, CA 94607

To DEFENDANTS:

Ben Gipson, Esq.
Alexandria Cates, Esq.
DLA Piper LLP
Ben.Gipson@us.dlapiper.com
2000 Avenue of the Stars
Suite 400 North Tower
Los Angeles, CA 90067-4704

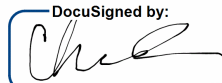
12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

PLAINTIFFS

Date: 7/7/2024

Date: 07/22/2024

DocuSigned by:

00F197B1245F415...
CHONDRA BROWN, PLAINTIFF


CORBETT DOTSON, PLAINTIFF

07/22/2024

Date: _____

Anthony C. Wickett

ANTHONY C. WICKETT, PLAINTIFF

Date: 07/08/2024

Olesia Boulaev

Olesia Boulaev,
Counsel for Chondra Brown

Date: 07/08/2024

Marco A. Palau

Marco A. Palau,
Counsel for Corbett Dotson and Anthony Wickett

DEFENDANTS

Date: _____

Matthew Pabon for REVO GROUP, LLC (formerly
SPT Holdings, LLC), DEFENDANT

Date: _____

Matthew Pabon for ROMAN FREIGHT LINES, INC.,
DEFENDANT

Date: _____

Matthew Pabon for BSP SHIPPING, INC.,
DEFENDANT

Date: _____

_____,
Counsel for DEFENDANTS

Date: _____

ANTHONY C. WICKETT, PLAINTIFF

Date: 07/08/2024

Olesia Boulaev

Olesia Boulaev,
Counsel for Chondra Brown

Date: 07/08/2024

Marco A. Palau

Marco A. Palau,
Counsel for Corbett Dotson and Anthony Wickett

DEFENDANTS

Date: 07/12/2024

Matthew Pabon

Matthew Pabon for REVO GROUP, LLC (formerly
SPT Holdings, LLC), DEFENDANT

Date: 07/12/2024

Matthew Pabon

Matthew Pabon for ROMAN FREIGHT LINES, INC.,
DEFENDANT

Date: 07/12/2024

Matthew Pabon

Matthew Pabon for BSP SHIPPING, INC.,
DEFENDANT

Date: 07/12/2024

Ben Gipson

Ben Gipson
Counsel for DEFENDANTS

AMENDMENT A

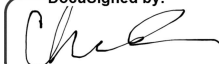
The Class Action and PAGA Settlement Agreement (“Agreement”) is amended as follows:

The Agreement and all its terms remain in full force and effect as executed by the Defendants on July 12, 2024, except that Section 9 of the Agreement shall be amended as follows:

9. CLASS SIZE ESTIMATES Based on their records, DEFENDANTS estimate that, as of the date of this Settlement Agreement, (1) there are 279 Class Members and 7,633 Total Workweeks during the Class period and (2) there were 159 Aggrieved Employees who worked 6,042 Pay Periods during the PAGA Period.

PLAINTIFFS

Date: 4/5/2025

DocuSigned by:

00F197B1245F415...

CHONDRA BROWN, PLAINTIFF

Date: _____

CORBETT DOTSON, PLAINTIFF

Date: _____

ANTHONY C. WICKETT, PLAINTIFF

Date: 04/04/2025



Olesia Boulaev,
Counsel for Chondra Brown

Date: _____

Marco A. Palau,
Counsel for Corbett Dotson and Anthony Wickett

AMENDMENT A

The Class Action and PAGA Settlement Agreement (“Agreement”) is amended as follows:

The Agreement and all its terms remain in full force and effect as executed by the Defendants on July 12, 2024, except that Section 9 of the Agreement shall be amended as follows:

9. CLASS SIZE ESTIMATES Based on their records, DEFENDANTS estimate that, as of the date of this Settlement Agreement, (1) there are 279 Class Members and 7,633 Total Workweeks during the Class period and (2) there were 159 Aggrieved Employees who worked 6,042 Pay Periods during the PAGA Period.

PLAINTIFFS

Date: _____

CHONDRA BROWN, PLAINTIFF

05/01/2025
Date: _____

Corbett Dotson
CORBETT DOTSON, PLAINTIFF

05/01/2025
Date: _____

Wickett C Wickett
ANTHONY C. WICKETT, PLAINTIFF

04/04/2025
Date: _____

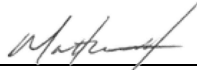
Olesia Boulaev
Olesia Boulaev,
Counsel for Chondra Brown

05/02/2025
Date: _____

Marco A. Palau
Marco A. Palau,
Counsel for Corbett Dotson and Anthony Wickett

DEFENDANTS

Date: 4/28/25



Matthew Pabon for REVO GROUP, LLC (formerly
SPT Holdings, LLC), DEFENDANT

Date: 4/28/25



Matthew Pabon for ROMAN FREIGHT LINES, INC.,
DEFENDANT

Date: 4/28/25



Matthew Pabon for BSP SHIPPING, INC.,
DEFENDANT

Date: 04/10/2025



Ben Gipson
Counsel for DEFENDANTS