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XPO LOGISTICS FREIGHT, INC.

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

LOUIS GARCIA, an individual, on his own behalf;
MARLENA MCGOWAN, an individual on her
own behalf; and on behalf of all others similarly
situated,

Plaintiffs,

v.

XPO LOGISTICS FREIGHT, INC., a Delaware
corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No. CIVDS2015538

**CLASS ACTION SETTLEMENT
AGREEMENT AND RELEASE OF
CLAIMS**

Complaint Filed: July 27, 2020

1 This Class Action Settlement Agreement and Release of Claims (“Agreement”) is between (1)
2 plaintiffs Marlena McGowan, and Louis Garcia, on behalf of themselves and other similar situated and
3 aggrieved individuals (“Plaintiffs”), and (2) XPO Logistics Freight, Inc. (“Defendant”) (collectively, the
4 “Parties”), subject to judicial approval, as provided below.

5 By this Agreement the Parties intend to settle the Action (defined below) and to fully, finally,
6 and forever resolve, discharge, and settle the Released Claims (defined below), subject to judicial
7 approval of the terms set forth herein. If this Agreement is not finally approved, or is otherwise
8 nullified, then the Parties shall return to their positions preceding this Agreement and Defendant shall
9 retain all rights to challenge the Plaintiffs’ claims and the certification of any class.

10 **1. DEFINITIONS**

11 For the purposes of this Agreement, the Parties define the following terms. Each defined term
12 appears throughout in initial capital letters.

13 **1.1. “Action”** refers to the following case: *Vanessa Cortes and Marlena McGowan, et*
14 *al. v. XPO Logistics Freight, Inc., et al.*, Case No. 19-cv-01165-DSP-SP currently pending in the
15 California Superior Court, County of San Bernardino, Case No. CIVDS2015538 (“Action” or
16 “Complaint”).

17 **1.2. “Administrative Costs”** refers to all costs associated with administration of the
18 settlement contemplated by this Agreement. Administrative Costs include all fees and costs for, among
19 other things, printing, copying, formatting, postage, envelopes, computer searches to locate addresses,
20 calculation of payments to individual class members, calculation of applicable payroll withholdings and
21 payroll taxes, preparation and filing of appropriate IRS Forms, any cost associated with the process for
22 any uncashed settlement checks, and any other expenses the Settlement Administrator incurs to
23 complete the settlement process according to the terms of this Agreement. Administrative Costs are
24 borne in the first instance by the Settlement Administrator.

25 **1.3. “Agreement”** refers to this Class Action Settlement Agreement and Release of
26 Claims, which includes all its Recitals herein and all the attached Exhibits.

1 **1.4. “Class Action”** refers to the lawsuit entitled *Louis Garcia and Marlena*
2 *McGowan, et al. v. XPO Logistics Freight, Inc., et al.*, Case No. CIVDS2015538 currently pending in
3 the California Superior Court, County of San Bernardino.

4 **1.5. “Class Action Complaint”** refers to the operative complaint containing class
5 allegations in the Class Action.

6 **1.6. “Class Counsel”** refers to Bradley/Grombacher, LLP. For purposes of providing
7 any notices required under this Agreement, Class Counsel shall refer to Marcus J. Bradley and Kiley L.
8 Grombacher at Bradley/Grombacher, LLP, 31365 Oak Crest Drive, Suite 240, Westlake Village,
9 California 91361, Telephone: (805) 270-7100, mbradley@bradleygrombacher.com,
10 kgrombacher@bradleygrombacher.com.

11 **1.7. “Class Counsel Payment”** refers to the amount of attorney’s fees and costs that
12 the Court awards to Class Counsel in connection with the resolution of the Action in accordance with
13 this Agreement.

14 **1.8. “Class Member” or “Settlement Class Member”** refers to any member of the
15 Wage and Hour Settlement Class.

16 **1.9. “Class Representative(s)”** refers to Plaintiffs Louis Garcia and Marlena
17 McGowan.

18 **1.10. “Class Representative Service Award”** refers to any payment that the Court
19 awards to the Class Representatives for efforts in prosecuting the Action on behalf of the Class
20 Members.

21 **1.11. “Consideration Period”** refers to the 45 days following the date when the
22 Settlement Administrator mails the Notice of Class Action Settlement. The Consideration Period is the
23 period in which a Class Member can submit an Objection or a Request for Exclusion.

24 **1.12. “Court”** refers to the Judge presiding over the Class Action.

25 **1.13. “Defendant”** refers to XPO Logistics Freight, Inc.

26 **1.14. “Defense Counsel”** refers to Seyfarth Shaw LLP. For purposes of providing any
27 notices required under this Agreement, Defense Counsel shall refer to David D. Jacobson,
28 djacobson@seyfarth.com, 2029 Century Park East, Suite 3500, Los Angeles, California 90067-3021,

1 Telephone: (310) 277-7200, as well as Michael J. Burns, mburns@seyfarth.com, and Timothy M.
2 Hoppe, thoppe@seyfarth.com, 560 Mission Street, 31st Floor, San Francisco, California 94105,
3 Telephone: (415) 397-2823.

4 **1.15. "Effective Date"** means the later of (a) the Court's final approval of the
5 Agreement, if no objections have been filed, (b) the time of appeal has expired if an objection has been
6 filed and no appeal was filed, or (c) the final resolution of any appeal that has been filed.

7 **1.16. "Fairness Hearing"** refers to the hearing at which the Court decides whether the
8 terms of the Agreement are fair, reasonable, and adequate for the Class Members and meet all
9 requirements for final approval.

10 **1.17. "Final Approval Order"** refers to the final order by the Court approving the
11 Settlement following the Fairness Hearing

12 **1.18. "FLSA Release"** refers to the release of claims the Settlement Class Member may
13 have for violations of the Fair Labor Standards Act, including any and all claims for restitution, back
14 pay, attorneys' fees and costs, interest, and liquidated damages under the FLSA.

15 **1.19. "FLSA Settlement Subclass"** refers to all FLSA Subclass Members who opt into
16 the FLSA Subclass by timely cashing or otherwise negotiating their settlement payment checks.

17 **1.20. "FLSA Subclass Members"** refers to those individuals who for purposes of this
18 Agreement will be certified as members of the class, defined as follows: all non-exempt workers except
19 truck drivers employed by XPO Logistics Freight, Inc. in California during the period April 29, 2015
20 through August 22, 2020 or preliminary approval of the settlement, whichever comes first.

21 **1.21. "Gross Settlement Amount"** refers to the payment Defendant is obligated to
22 make in connection with the Agreement: Two Million, Nine Hundred Fifty Thousand Dollars and No
23 Cents (\$2,950,000.00). This sum shall include all payments to the Settlement Class, class administration
24 expenses, attorneys' fees and costs, Service Award for Plaintiff, and the PAGA payment to the LWDA.
25 The Gross Settlement Amount does not include applicable employer payroll taxes, which shall be paid
26 separately by Defendant to the Settlement Administrator for distribution to the appropriate taxing
27 authorities. The Parties recognize that such amount is predicated upon the number of workweeks of the
28 Settlement Class Members not exceeding 143,000 from April 29, 2015 through May 31, 2020. Any

workweeks over 143,000 during this period shall result in a pro rata increase of the Gross Settlement Amount based upon the number of workweeks over 143,000. Correspondingly, if the number of workweeks through May 31, 2020 is less than 117,000 workweeks, the Gross Settlement Amount will decrease on a pro rata basis based on the number of workweeks less than 117,000.

1.22. “Individual Settlement Payment” refers to the amount calculated by the Settlement Administrator to distribute to each Settlement Class Member. The Individual Settlement Payment shall be paid from the Net Settlement Amount.

1.23. “Judgment” refers to the final judgment entered by the Court in this Class Action following the Fairness Hearing.

1.24. “LWDA” refers to the California Labor & Workforce Development Agency, which helps to enforce the Private Attorney General Act (“PAGA”), and which will receive the LWDA portion of the PAGA Payment.

1.25. “Net Settlement Amount” refers to the portion of the Gross Settlement Amount that remains after accounting for any Class Representative Service Award, the portion of the PAGA Payment payable to the LWDA, Administrative Costs, and the Class Counsel Payment. The Net Settlement Amount shall include all Individual Settlement Payments, including each Class Member’s share of payroll taxes.

1.26. “Notice of Class Action Settlement” refers to the Notice of Class Action Settlement, substantially in the form attached as Exhibit A.

1.27. “Objection” refers to a written statement submitted timely by a Class Member to the Settlement Administrator that contains (1) the name and case number of the Action (or reasonable portion thereof), (2) the full name, last four digits of their social security number, and current address of the Class Member making the Objection, (3) the specific reason(s) for the Objection, and (4) all evidence and supporting papers (including, without limitation, all briefs, written evidence, and declarations) for the Court to consider.

1.28. “Objector” refers to a Settlement Class Member who has submitted an Objection.

1 **1.29. “PAGA Payment”** refers to a One Hundred Thousand Dollar And No Cents
2 (\$100,000.00) payment that shall be allocated from the Gross Settlement Amount in settlement of claims
3 for civil penalties under the Private Attorneys General Act of 2004. Of the PAGA Payment, Seventy-
4 Five Thousand Dollars And No Cents (\$75,000.00), representing 75% of the PAGA Payment, shall be
5 payable to the LWDA. The remaining Twenty-Five Thousand Dollars And No Cents (\$25,000.00),
6 representing 25% of the PAGA Payment, shall be part of the Net Settlement Amount for distribution to
7 Settlement Class Members.

8 **1.30. “Parties”** refers collectively to (1) Plaintiffs Louis Garcia and Marlena
9 McGowan, and (2) Defendant XPO Logistics Freight, Inc.

10 **1.31. “Plaintiffs”** refers to Class Representatives Louis Garcia and Marlena McGowan
11 individually and on behalf of the Class.

12 **1.32. “Preliminary Approval Order”** refers to the order entered by the Court
13 following a Motion for Preliminary Approval of the Agreement.

14 **1.33. “Qualified Settlement Fund (QSF)”** refers to a Qualified Settlement Fund
15 pursuant to U.S. Treasury Regulation Section 468B-1.

16 **1.34. “Released Claims”** refers to all claims that will be extinguished by operation of
17 this Agreement and the events it provides for. The Released Claims shall apply to all Class Members
18 who do not timely file a Request for Exclusion.

19 **1.35. “Released Parties”** refers to XPO Logistics Freight, Inc., and all of its present
20 and former members, parent companies, subsidiaries, affiliates, joint ventures, and licensees, and all of
21 their shareholders, officers, directors, employees, agents, servants, registered representatives, attorneys,
22 insurers, successors and assigns, and any other persons acting by through, under or in concert with any
23 of them.

24 **1.36. “Request for Exclusion”** refers to a timely, written, opt-out request signed by a
25 Class Member who thereby elects to be excluded from this Agreement.

26 **1.37. “Settlement Administrator”** refers to CPT Group, Inc., the third-party
27 administrator the Parties have selected, subject to Court approval.
28

1 **1.38. “Settlement Class”** refers to all Class Members who do not file a timely and
2 valid Request for Exclusion.

3 **1.39. “Settlement Class Members”** refers to those individuals who, for purposes of
4 this Agreement, will be certified as members of the class, defined as follows: “all non-exempt workers
5 except truck drivers employed by XPO Logistics Freight, Inc. in California during the period April 29,
6 2015 through August 22, 2020 or preliminary approval of the settlement, whichever comes first.”

7 **1.40. “Settlement Payment”** refers to payments made to Settlement Class Members.

8 **2. RECITALS AND PROCEDURAL HISTORY**

9 **2.1. Allegations in Class Action Complaint.** On April 29, 2019, Vanessa Cortes and
10 Marlana McGowan filed a Class Action Complaint in the Superior Court of California for the County of
11 Riverside entitled, *Vanessa Cortes and Marlana McGowan, on behalf of all others similarly situated v.*
12 *XPO Logistics Freight, Inc., et al*, Case No. RIC1902668. Defendant timely removed the complaint to
13 the United States District Court for the Central District of California on June 25, 2019, and Plaintiffs
14 filed a First Amended Complaint on July 26, 2019. The First Amended Complaint alleged eight causes
15 of action against Defendant for: (1) Failure to Pay Wages or Overtime; (2) Meal Break Violations; (3)
16 Rest Break Violations; (4) Violation of California Labor Code § 2802; and (5) Wage Statement
17 Violations under Labor Code § 226a; (6) Waiting Time Penalties under Labor Code § 203; (7) Unfair
18 Business Practices under Business and Professions Code § 172000; and (8) Violation of Labor Code §
19 2698-2699.

20 **2.2. Further Complaint.** The Parties agreed to dismiss the Federal Court Complaint
21 with prejudice as to Plaintiff Vanessa Cortes and without prejudice as to Marlana McGowan. Plaintiffs
22 Louis Garcia and Marlana McGowan then filed a Complaint in San Bernardino County Superior Court
23 that alleges the same claims asserted in the Federal Court Complaint except: (1) Louis Garcia was
24 added as a named Plaintiff; and (2) a claim was added for unpaid wages under the Fair Labor Standards
25 Act (“FLSA”), 29 U.S.C. sections 201, *et seq.*

26 **2.3. Defendant’s Denials.** Defendant denies (1) all the material allegations in the
27 Action, (2) that it violated any applicable laws, (3) that it is liable for damages, penalties, interest,
28 restitution, attorneys’ fees, or costs, or for any other compensation or remedy with respect to anyone on

1 account of the claims asserted in the Action, and (4) that class certification or representative treatment is
2 appropriate as to any claim in the Action. Defendant contends that its policies, procedures, and practices
3 comply with all applicable laws asserted in the Action. Nonetheless, without admitting any liability or
4 wrongdoing whatsoever and without admitting that class or representative treatment is appropriate for
5 any purpose other than for settlement purposes alone, Defendant has agreed to settle the Action on the
6 terms set forth in this Agreement, to avoid the burden, expense, and uncertainty of litigation. Any
7 statements by Defendant in this Agreement are made for settlement purposes only.

8 **2.4. Class Counsel's Investigation.** Class Counsel represent that they have
9 conducted a sufficiently thorough investigation into the claims of the Settlement Class. Based on their
10 own independent investigation and evaluation and all known facts and circumstances, including the risk
11 of significant defenses asserted by Defendant, Class Counsel are of the opinion that the Settlement is
12 fair, reasonable, and adequate and is in the best interests of the Settlement Class.

13 **2.5. Negotiation of Settlement.** Class Counsel engaged in intensive negotiations with
14 Defendant with a view toward achieving substantial benefits for the Class Members, while avoiding the
15 cost, delay, and uncertainty of further litigation. Plaintiffs and Class Counsel urge approval of this
16 Agreement after considering (1) the factual and legal defenses to the claims asserted, which render
17 uncertain the ultimate outcome of the Action and class certification, (2) the potential difficulties
18 Plaintiffs and Class Members would encounter in establishing their claims and maintaining class or
19 representative treatment, (3) the substantial benefits that Class Members would receive under this
20 Agreement, (4) that this Agreement provides Class Members relief in an expeditious and efficient
21 manner, compared to any manner of recovery possible after litigation and potential appeal, and (5) that
22 this Agreement allows Class Members to opt out of the settlement and individually pursue the claims
23 alleged in the Class Action.

24 **2.6. Certification of Settlement Class.** The Parties stipulate to provisional class
25 certification for purposes of settlement only. Absent final approval of the Agreement, the Parties will not
26 stipulate to class certification, and no party will be estopped as a result of any motion for settlement
27 approval. In the event that final approval of the Agreement is not granted, Defendant may reserve all
28 rights to oppose class certification, and the Parties will revert to the positions they held before this

1 Agreement. The Parties stipulate to the payments set forth in this Agreement for purposes of settlement
2 only. If there is no judicial approval for the entirety of the settlement, then this Agreement shall be null
3 and void, and no party will be estopped as a result of any motion for settlement approval.

4 Now therefore, in consideration of the agreements set forth herein, and of the release of all
5 Released Claims, the Parties agree to the terms of this Agreement, subject to the approval of the Court.

6 **3. NOTICE TO CLASS MEMBERS**

7 **3.1. Content of Class Notice.** The Class Notice shall be substantially in the form
8 attached as Exhibit A and include the amount of the Settlement, a calculation of the Class Members'
9 anticipated share of the Net Settlement Amount and the full amounts of the Class Counsel Payment,
10 Class Representative Service Awards, and Administrative Costs to be awarded, the terms of the release,
11 the procedure to opt out of the Settlement through a Request for Exclusion, the procedure to Object to
12 the Settlement, and the date of the Fairness Hearing. No claim form will be required to participate in the
13 Settlement.

14 **3.2. Settlement Administrator.** The Parties select CPT Group, Inc. as the Settlement
15 Administrator. The duties of the Settlement Administrator shall include, without limitation, mailing
16 notices to Class Members, establishing a QSF, obtaining appropriate tax identification number(s),
17 calculating Individual Settlement Payments (including all required tax withholdings and payments),
18 mailing Individual Settlement Payments and tax forms to Settlement Class Members, remitting all tax
19 payments and requisite reporting documentation to taxing authorities, and the other duties associated
20 with settlement administration, including specified in this Agreement. Any dispute relating to the
21 settlement administration will, after good-faith efforts by the Parties to resolve the dispute, be referred to
22 the Court.

23 **3.3. Class Data for the Settlement Administrator.** Within fifteen (15) days after
24 preliminary approval of this Settlement and Court approval of the Settlement notice to the Class,
25 Defendant shall provide to the Settlement Administrator a confidential class list containing: (1) the
26 names of Settlement Class Members; (2) last known address and telephone number(s); (3) dates of
27 active employment during the Settlement Period; and (4) social security numbers. This information shall
28 be used to facilitate the administration of this Agreement. The Settlement Administrator shall keep the

1 class data provided by Defendant strictly confidential and shall use the class data only for the purposes
2 described in this Agreement, and shall return the class data to Defendant or confirm the destruction of
3 same upon completing the settlement administration called for by this Agreement. Under no
4 circumstances will the class data be provided to Class Counsel.

5 **3.4. Mailing Materials to Class Members.** Within thirty (30) days of preliminary
6 approval of this Settlement and Court approval of the Settlement notice to the Class, the Settlement
7 Administrator shall send the Notice of Class Action Settlement to Class Members to their last known
8 address via First Class U.S. Mail. Any mailing returned to the Settlement Administrator as undeliverable
9 shall be sent within five days via First Class U.S. Mail to any available forwarding address. If no
10 forwarding address is available, then the Settlement Administrator shall attempt to determine the correct
11 address by using a computer-based skip-trace search, and shall then perform, if feasible, a re-mailing via
12 First Class U.S. Mail within ten (10) days. If the last known address is not available for a Class Member,
13 then the Notice of Class Action Settlement for that Class Member will be deemed undeliverable. Only
14 one re-mailing is required. If a Class Member cannot be located within two attempts at mailing, then the
15 Notice of Class Action Settlement for that Class Member will be deemed undeliverable. It is the intent
16 of the Parties that reasonable means be used to locate Class Members.

17 **3.5. Proof of Mailing.** At least twenty (20) days prior to the Fairness Hearing, the
18 Settlement Administrator shall provide a declaration of due diligence and proof of mailing with regard
19 to mailing of the Notice of Class Action Settlement to Class Counsel and Defense Counsel, which Class
20 Counsel shall in turn provide to the Court.

21 **4. CLASS MEMBERS' OPTIONS TO RESPOND**

22 **4.1. Consideration Period.**

23 **4.1.1. Submission of Objections and Requests for Exclusion.** Class Members
24 will have forty-five (45) days from the later of the date of the mailing or re-mailing of the Notices to
25 postmark their objections or written requests for exclusion to the Settlement Administrator. Requests for
26 exclusion must state, in effect, that the Class Member does not wish to participate in the settlement of
27 this Action. In addition, any request must include the Class Member's first and last name, signature,
28 address, phone number, and last four digits of the Class Member's Social Security number for

1 verification purposes. A Class Member who excludes himself or herself from the Settlement shall lose
2 standing to object. Except as specifically provided herein, no Class Member response of any kind that is
3 postmarked after the Consideration Period shall be considered absent agreement of the Parties.

4 **4.1.2. Deficiency Notices.** Within ten (10) days after receipt by the Settlement
5 Administrator of each timely-submitted request for exclusion, the Settlement Administrator will send a
6 deficiency notice to the Class Members addressing any irregularities in the request for exclusion (such
7 as failure to sign or include last four digits of Social Security Number). The deficiency notice will
8 provide the Class Members fourteen (14) days from the mailing of the deficiency notice to postmark a
9 written response to cure all deficiencies. The failure of a Class Member to cure all deficiencies in a
10 timely manner shall invalidate a request for exclusion and will not be subject to cure.

11 **4.2. FLSA Opt-In.** The back of all Individual Settlement Payment checks will
12 provide that FLSA Subclass Members who endorse their Individual Settlement Payment check by
13 signing the back of the check and depositing or cashing the check will opt in to the FLSA Release.

14 **4.3. Requests for Exclusion and Opt Out Rights.** Class Members shall be given the
15 opportunity to opt out of the Settlement.

16 **4.3.1. Opt Out Procedure.** Class Members may opt out of this Settlement by
17 mailing the Settlement Administrator a Request for Exclusion. A Request for Exclusion, to be valid,
18 must include the Class Member's name, current address, current telephone number, and the last four
19 digits of the Class Member's Social Security number. Any Request for Exclusion that does not include
20 all of the required information or that is not submitted in a timely manner will be deemed ineffective. If
21 there is a dispute regarding the timeliness or validity of a Request for Exclusion, then the Settlement
22 Administrator shall make the determination, after consultation with Class Counsel and Defense Counsel.

23 **4.3.2. Effect of Exclusion Through Opting Out.** Any Class Member who opts
24 out of this Settlement may not submit an Objection and shall not receive any Individual Settlement
25 Payment, and shall not be bound by the releases set forth in this Agreement. If a Class Member submits
26 both a Request for Exclusion and an Objection, then the Request for Exclusion will be valid and will
27 invalidate the Objection. Each Class Member who does not submit a timely, valid Request for
28 Exclusion shall be bound by the releases for which this Agreement provides.

1 **4.3.3. Tolerance of Opt-Outs—Defendant’s Right to Withdraw.** Defendant
2 will retain the right, in the exercise of its sole discretion, to nullify the Agreement within 15 days after
3 expiration of the opt-out period, if two percent (2%) or more of the Class Members opt out of the
4 Agreement. The Parties shall do nothing to encourage or solicit Settlement Class Members to opt out or
5 object to the settlement. If Defendant exercises the right to nullify the Agreement, then Defendant shall
6 pay the cost of settlement administration up to the date the Agreement is nullified.

7 **4.4. Objections.** Class Members who do not submit a Request for Exclusion shall be
8 entitled to object to the terms of the Agreement.

9 **4.4.1. Objection Procedures.** Any objection to this Agreement must contain (1)
10 the name and case number of this Action (or reasonable portion thereof), (2) the full name, last four
11 digits of their social security number, and current address of the Class Member making the Objection,
12 (3) the specific reason(s) for the Objection, and (4) all evidence and supporting papers (including,
13 without limitation, all briefs, written evidence, and declarations) for the Court to consider. Class
14 Members who submit an Objection remain bound by this Agreement if it is approved by the Court. Class
15 Counsel shall file any and all Objections with the Court.

16 **4.4.2. Waiver of Objection Rights.** Class Members who fail to submit an
17 Objection in the manner specified in the Notice of Class Action Settlement shall be deemed to have
18 waived any objection and shall be foreclosed from objecting to this Agreement, whether by appeal or
19 otherwise.

20 **4.5. Proof of Class Members’ Responses.** At least thirty (30) days prior to the
21 Fairness Hearing, the Settlement Administrator will prepare a declaration to submit to the Court
22 regarding the mailing of the Notice of Class Action Settlement, the inability to deliver any mailing due
23 to invalid addresses, the number of any Requests for Exclusion, and the number of any Objections and
24 the contents of the Objections.

25 **4.6. Binding Effect of Settlement.** Although a Class Member might not receive the
26 Notice of Class Action Settlement, and might not timely submit an Objection or a Request for Exclusion
27 because of inability to locate the Class Member’s current address, that Class Member shall nonetheless
28 be bound by this Agreement.

1 **4.7. No Interference with Class Member Responses.** Each Party agrees not to
2 encourage any Class Member to submit an Objection or a Request for Exclusion and agrees not to
3 retaliate against any Class Member for participating or not participating in the settlement that this
4 Agreement contemplates.

5 **5. DISTRIBUTION OF SETTLEMENT PROCEEDS**

6 **5.1. Administrative Costs.** The Parties agree to obtain a reasonable estimate of
7 Administrative Costs of up to Twenty-Two Thousand Five Hundred Dollars and No Cents
8 (\$22,500.00.00), and seek approval of Administrative Costs to be drawn from the Gross Settlement
9 Amount. If the Court approves only a lesser amount, then the other terms of this Agreement shall still
10 remain in effect. The amount of Administrative Costs is not a material term of this Agreement. If this
11 Agreement is not finally effectuated, then any Administrative Costs incurred to date will be paid in
12 equal parts by Defendant and Plaintiffs, except if Defendant exercises its right to abrogate the
13 Agreement under Section 4.2.3, Defendant shall be responsible for payment of all Administrative Costs
14 incurred.

15 **5.2. Class Counsel Payment.** Class Counsel intend to request—and Defendant agree
16 not to oppose—that the Court award a Class Counsel Payment, to be drawn from the Gross Settlement
17 Amount, for (a) attorneys' fees of \$983,235, which represents thirty-three and one third percent (33 and
18 1/3 %) of the Gross Settlement Amount and (b) litigation costs actually incurred in representing the
19 interests of the Class Members, supported by adequate documentation, in an amount not to exceed
20 \$25,000. Defendant shall have no liability for any other attorneys' fees or costs. To the extent that the
21 Court approves less than the amount of Class Counsel Payment that Class Counsel request, the
22 difference between the requested and awarded amounts will be distributed to Settlement Class Members
23 on a proportional basis relative to the size of their claims as set forth in Sections 5.5.1 and 5.5.2, below.

24 **5.2.1. Approval of Class Counsel Payment Not Material.** The Court's
25 approval of the Class Counsel Payment in the amount requested is not a material term of this
26 Agreement. If the Court approves only a lesser amount, then the other terms of this Agreement shall still
27 remain in effect and the difference will remain part of the Net Settlement Amount.
28

1 **5.2.2. Timing of Class Counsel Payment.** The Settlement Administrator shall
2 issue the Class Counsel Payment within thirty (30) days after the Effective Date. Within fifteen (15)
3 days after the Effective Date, Class Counsel shall transmit instructions to the Settlement Administrator
4 as to how any approved attorneys' fees and costs shall be paid. The Settlement Administrator shall issue
5 appropriate Internal Revenue Service Forms 1099 to Class Counsel. Class Counsel shall be solely
6 responsible for paying all applicable taxes on any Class Counsel payment and shall indemnify and hold
7 harmless Defendant from any claim or liability for taxes, penalties, or interest arising as a result of the
8 Class Counsel payment.

9 **5.3. Class Representative Service Award.** Class Counsel intends to request—and
10 Defendant agrees not to oppose—that the Court award a Class Representative Service Award to Class
11 Representative Marlena McGowan in an amount of Ten Thousand Dollars And No Cents (\$10,000.00),
12 and to Class Representative Louis Garcia in an amount of Ten Thousand Dollars And No Cents
13 (\$10,000.00) to be drawn from the Gross Settlement Amount. Any Class Representative Service Award
14 is in addition to the Class Representative's Individual Settlement Payment. To the extent that the Court
15 approves less than the amount of Class Representative Service Award that Class Counsel request, the
16 difference between the requested and awarded amounts will be distributed to Settlement Class Members
17 on a proportional basis relative to the size of their claims as set forth in Sections 5.5.1 and 5.5.2, below.

18 **5.3.1. Class Representative Service Awards Not Material.** The Court's
19 approval of the Class Representative Service Award is not a material term of this Agreement. If the
20 Court does not approve or approves only a lesser amount than that requested for a Class Representative
21 Service Award, then the other terms of this Agreement shall still remain in effect.

22 **5.3.2. Timing of Class Representative Service Awards.** The Settlement
23 Administrator shall pay any Class Representative Service Award within thirty (30) days after the
24 Effective Date, and shall issue IRS Form 1099 to the Class Representatives. The Class Representatives
25 shall be solely responsible for paying all applicable taxes on any Class Representative Service Award
26 and shall indemnify and hold harmless Defendant from any claim or liability for taxes, penalties, or
27 interest arising as a result of the Class Representative Service Awards.
28

1 **5.4. PAGA Payment.** The Parties will seek approval for a PAGA Allocation of One
2 Hundred Thousand Dollars And No Cents (\$100,000.00). Seventy-Five Thousand Dollars And No Cents
3 (\$75,000.00), representing 75% of the PAGA Allocation, will be drawn from the Gross Settlement
4 Amount and paid to the LWDA. The remaining Twenty-Five Thousand Dollars and No Cents
5 (\$25,000.00), representing 25% of the PAGA Allocation, will be part of the Net Settlement Amount that
6 is distributed to Settlement Class Members.

7 **5.4.1. Amount of PAGA Payment Not Material.** Any change in the requested
8 PAGA Allocation is not a material term of this Agreement. If the Court approves a lesser or greater
9 amount than that requested, the other terms of this Agreement shall still remain in effect. However,
10 some approval of a PAGA Allocation is a material term of the Settlement and this Agreement. If the
11 Court does not approve a PAGA Allocation, then the entire Agreement will be, at Defendant's sole
12 discretion, void and unenforceable. In the event Defendant exercises this option, the costs of
13 administration shall be borne by Defendant.

14 **5.4.2. Timing of PAGA Payment.** The Settlement Administrator shall pay 75
15 % of any approved PAGA Allocation to the LWDA within thirty (30) days after the Effective Date.

16 **5.5. Individual Settlement Payments.** Each Settlement Class Member shall be
17 entitled to an Individual Settlement Payment consisting of a share of the Net Settlement Amount, as set
18 forth below.

19 **5.5.1. Calculation of Wage and Hour Settlement Share.** Each Settlement
20 Class Member is entitled to a check for settlement of all claims raised in the Lawsuit, as well as all
21 claims that could have been raised based upon the facts alleged in the Lawsuit. Individual settlement
22 payments will be paid on a pro-rata basis calculated based on the days of employment of each
23 Settlement Class Member versus the total days of employment of all settlement class members.

24 Defendant's time records regarding the number of days of employment for each Settlement Class
25 Member shall be used for purposes of calculating Individual Settlement Payments. The Class Notice will
26 include information for each Settlement Class Member showing how much the individual Settlement
27 Class Member is expected to receive based on this formula. The Class Notice will also provide the
28 Settlement Class Members an opportunity to dispute the number of days of employment indicated on the

1 Class Notice. Such dispute must be made no later than thirty (30) days from the later of the date of the
2 mailing or re-mailing of the Class Notices. Defendant and/or the Claims Administrator shall review any
3 documentation provided by the Settlement Class Member to determine whether there was an error in the
4 number of eligible dates of employment, and adjust any payment to be allocated if necessary.

5 **5.5.2. Timing of Individual Settlement Payments.** The Settlement
6 Administrator shall issue Individual Settlement Payments no later than thirty (30) days after the
7 Effective Date. Any checks from this distribution that are not cashed within one-hundred-eighty (180)
8 days from the date of the mailing of the checks shall be cancelled and said cancellation shall not affect
9 the validity of the Release of claims provided for herein and the Settlement Class Member shall be
10 deemed to, nevertheless, be bound by the Release of claims provided herein. After one-hundred and
11 eighty (180) days of issuance, funds from undeposited checks will be held by the Settlement
12 Administrator; if the Class Member to whom the undeposited check is issued does not contact the
13 Settlement Administrator concerning his or her settlement payment within one-hundred and eighty (180)
14 days of the final distribution, including if a Settlement Payment is returned undeliverable and a valid
15 mailing address cannot be ascertained, the Settlement Class Member's Claim Amount that has remained
16 uncashed or undistributed as of that time, including any accrued interests thereon, shall be distributed to
17 the California Unclaimed Property Fund in the name of the Settlement Class Member.

18 **5.5.3. Characterization of and Taxes on Proceeds.** Of the amount to be
19 distributed to the Settlement Class, the Parties agree that those amounts shall be allocated as follows: ten
20 percent (10%) shall be allocated to the FLSA claim. Of that, five percent (5%) will be allocated to wages
21 and ninety-five percent (95%) will be allocated to liquidated damages and interest. Ninety percent (90%)
22 of the amount to be distributed to the Settlement Class shall be allocated to the non-FLSA claims. Of
23 that, five percent (5%) shall be allocated to wages and ninety-five percent (95%) shall be allocated to
24 penalties and interest.

25 In accordance with law, the Settlement Administrator will make required tax withholdings from
26 each individual Settlement Payment on the portion designated as wages and will remit the withholding
27 to the appropriate taxing authorities. The Settlement Administrator shall issue any necessary Form W-2
28 and 1099 statements to Settlement Class Members for their respective individual Settlement Payments.

1 Settlement Class Members shall be solely responsible for paying all other applicable taxes on their
2 respective individual Settlement Payments and shall indemnify and hold harmless Defendant and the
3 Released Parties from any claim or liability for taxes, penalties, or interest arising as a result of
4 individual Settlement Payments.

5 **5.5.4. Tax Allocations of Individual Settlement Payments Not Material.** The
6 Court's approval of the allocation of Individual Settlement Payments set forth above is not a material
7 term of this Agreement. If the Court does not approve or approves a different allocation of the Individual
8 Settlement Payments, then the other terms of this Agreement shall still remain in effect.

9 **5.6. Funding of Gross Settlement Amount.** Within fifteen (15) days of the Effective
10 Date, Defendant will advance sufficient funds, up to the amount of the Gross Settlement Value, to the
11 Settlement Administrator.

12 **6. RELEASES**

13 **6.1. Releases by Plaintiffs and Settlement Class Members.** Upon final approval of
14 the Agreement, and except as to the right to enforce the terms and conditions of the Agreement, all
15 Settlement Class Members hereby fully release Defendant XPO Logistics Freight, Inc., and all of its
16 present and former members, parent companies, subsidiaries, affiliates, joint ventures, and licensees, and
17 all of their shareholders, officers, directors, employees, agents, servants, registered representatives,
18 attorneys, insurers, successors and assigns, and any other persons acting, under them, (together
19 "Releasees") from any and all claims, debts, liabilities, demands, obligations, penalties, guarantees,
20 costs, expenses, attorney's fees, damages, action or causes of action of whatever kind or nature,
21 contingent or accrued, that were alleged or that reasonably could have been alleged based on the facts
22 alleged in the Lawsuit, as amended, that accrued in, or are related to the allegations in the Lawsuit,
23 under State and Federal law. This release includes, without limitation, release of all claims under State
24 or Federal law for alleged failure to pay minimum wage, failure to pay overtime, failure to timely pay all
25 wages due, including overtime, uncompensated time worked, claims for failure to provide accurate
26 itemized wage statements, claims for failure to timely pay wages at end of employment, failure to
27 provide meal and rest breaks, failure to reimburse expenses, failure to maintain employment records,
28 claims for unfair competition based upon any of the foregoing, and claims for penalties based on the

1 foregoing under the California Labor Code Private Attorneys General Act. This Agreement is
2 conditioned upon the release by all Settlement Class Members of any PAGA claim under Labor Code
3 section 2699, as to the released claims set forth above. Except as set forth in this Agreement, the Parties
4 stipulate that beyond the Gross Settlement Value, Defendant shall not owe any further monies to the
5 Settlement Class or to the State of California based upon any claim made in the Action or in any
6 complaint filed therein. Expressly excluded from this release are claims by workers employed by XPO
7 Logistics Supply Chain, Inc., and any claims by truck drivers against Defendant XPO Logistics Freight,
8 Inc.

9 **6.2. Additional Releases by Class Representatives.** In addition to the release given
10 by each Settlement Class Member, the Class Representatives Louis Garcia and Marlena McGowan also
11 generally release claims against each Released Party. This general release includes claims arising from
12 each Class Representative's relationship with Defendant. This general release by the Class
13 Representatives also includes a waiver of rights under California Civil Code Section 1542, which states:

14 A general release does not extend to claims that the creditor or releasing party does not
15 know or suspect to exist in his or her favor at the time of executing the release and that, if
16 known by him or her, would have materially affected his or her settlement with the debtor
 or released party.

17 These releases from the Class Representatives are effective only upon the Court granting final approval
18 of the Settlement and apply only to claims that may be released as a matter of law.

19 **6.3. Settlement is Contingent Upon Release of Claims.** This Agreement is
20 conditioned upon the releases by the Settlement Class members and Class Representatives as described
21 herein, and upon covenants by the Settlement Class members and Class Representatives that they will
22 not participate in any actions, lawsuits, proceedings, complaints, or charges in any court or before any
23 administrative body related to any claims they have released under this Settlement.

24 **6.4. Unclaimed Funds.** The failure by a Class Member to deposit any check issued
25 by the Settlement Administrator shall have no effect on that Class Member's release of all Released
26 Claims as set forth herein.

27 **6.5. Inadmissibility of Settlement Documents.** The Parties agree that this
28 Agreement and all exhibits thereto shall be inadmissible in any proceeding, except an action or

1 proceeding to approve, interpret, or enforce this Agreement. The Parties agree that, to the extent
2 permitted by law, this Agreement will operate as a complete defense to—and may be used as the basis
3 for an injunction against—any action, suit, or other proceeding attempted in breach of this Agreement.

4 **7. SETTLEMENT APPROVAL PROCEDURE**

5 **7.1. Preliminary Approval.** Plaintiffs shall submit to the Court a Motion for
6 Preliminary Approval of Class Action Settlement. This motion shall seek an order to preliminarily
7 approve this Agreement according to the terms in this Agreement and provide for the Notice of Class
8 Action Settlement to be sent to Class Members as specified in this Agreement, substantially in the form
9 attached hereto as Exhibit A. This motion shall include the basis for demonstrating that settlement
10 amounts are reasonable in light of the facts and controlling authorities pertaining to the claims alleged.
11 The motion shall also be accompanied by a declaration of Class Counsel discussing the risks of
12 continued litigation and the decision that the best interests of the Class Members are served by the terms
13 of this Agreement. Defense counsel shall have the opportunity to review and comment on a draft of the
14 motion before it is filed.

15 **7.2. Final Approval.** Plaintiffs shall submit to the Court a Motion for Final Approval
16 Order, which shall include findings and orders (a) approving the Agreement, (b) adjudging the terms to
17 be fair, reasonable, and adequate, (c) reciting the Released Claims in full, (d) directing that the terms of
18 the Agreement be carried out, and (e) retaining jurisdiction to oversee enforcement of this Agreement
19 and the Court's orders. Defense counsel shall have the opportunity to review and comment on a draft of
20 the motion before it is filed.

21 **7.3. Motion for Class Counsel Payment.** Along with the Motion for Final Approval,
22 Class Counsel may file a motion for Court approval of an attorneys' fees award in the amount of (a)
23 \$983,235, which represents up to thirty-three and one-third percent (33 and 1/3 %) of the Gross
24 Settlement Amount, and (b) litigation costs actually incurred in representing the interests of the Class,
25 supported by adequate documentation, in an amount not to exceed \$25,000.

26 **7.4. Motion for Class Representative Service Award.** Along with the Motion for
27 Final Approval, Class Counsel may file a motion for Court approval of Class Representative Service
28

1 Awards in the amount of Ten Thousand Dollars And No Cents (\$10,000.00) each to Class
2 Representatives Marlena McGowan and Louis Garcia.

3 **7.5. Timing of Judgment.** After the Final Approval Order, Plaintiffs shall request
4 that the Court (a) enter Judgment in accordance with this Agreement, without further fees or costs, and
5 (b) enter an order permanently enjoining all members of the Settlement Class from pursuing or seeking
6 to reopen claims that have been released by this Agreement.

7 **7.6. Appeal Rights.** Only an Objector has the right to appeal the Judgment, if the
8 Judgment is in accord with this Agreement. Each Class Representative and Class Counsel hereby waive
9 any right to appeal any judgment, ruling, or order in this Action, including, without limitation, any Final
10 Approval Order and any Judgment in the Action. This waiver includes all rights to any post-judgment
11 proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion
12 for new trial, and any extraordinary writ, and the Judgment therefore will become non-appealable at the
13 time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal,
14 appellate proceedings, or post-judgment proceedings.

15 **8. MISCELLANEOUS**

16 **8.1. Materiality of Terms.** Except as otherwise stated herein, each substantive term
17 of this Agreement is material and has been relied upon by the Parties in entering into this Agreement. If
18 the Court does not approve any substantive term, or if the Court effects a material change to the
19 Agreement—such as increasing any amount that Defendant must pay—then the entire Agreement will
20 be, at Defendant’s sole discretion, void and unenforceable. Where this Agreement states that a term is
21 not material, then the Court’s refusal to approve that term leaves all the other terms of the Agreement in
22 effect, and does not give Class Counsel or any Class Member any basis to abrogate this Agreement.

23 **8.2. No Tax Advice.** The Parties and their counsel are not giving any tax advice in
24 connection with the settlement or any payments to be made pursuant to the Agreement. Each Settlement
25 Class Member will agree to indemnify and hold harmless the Parties from any liability for taxes, fees,
26 costs, or assessments resulting from the failure of any particular Settlement Class Member to timely pay
27 taxes, interest, fees, or penalties owed. Neither Class Counsel nor Defense Counsel intend anything
28

1 contained in this Agreement to constitute legal advice regarding the taxability of any amount paid
2 hereunder, nor shall anything in this Agreement be relied upon as such.

3 **8.3. No Impact on Employee Benefits.** Payments made under the Agreement shall
4 not have any effect on the eligibility for—or calculation of—any employee benefit provided by
5 Defendant. The Parties agree these payments do not affect credited hours of service or other eligibility
6 criteria under any employee pension benefit plan, employee welfare benefit plan, or other program or
7 policy. These payments also will not be considered wages, compensation, or annual earnings for benefits
8 in any year for purposes of determining eligibility for, or benefit accrual within, any employee pension
9 benefit plan, employee welfare benefit plan or other program or policy.

10 **8.4. Language of Settlement Documents.** All Settlement-related documents to be
11 filed with the Court or sent to Class Members must be approved by all Parties before being filed or sent.

12 **8.5. Parties' Authority.** The signatories hereto represent that they are fully
13 authorized to bind the Parties to all the terms of this Agreement. The Parties agree that Class Members
14 are so numerous that it is impossible or impractical to have each Class Member execute this Agreement.
15 This Agreement may be executed on behalf of Class Members by the proposed Class Representatives
16 and by Class Counsel.

17 **8.6. Entire Agreement.** This Agreement, which includes its Definitions, Recitals,
18 and all Exhibits attached hereto, constitutes the entire agreement on its subject matter, and supersedes all
19 prior and contemporaneous negotiations and understandings between the Parties.

20 **8.7. Counterparts.** This Agreement may be executed in counterparts, and each
21 counterpart signed and delivered shall be deemed an original, and when taken together with other signed
22 counterparts, signed and delivered shall constitute one signed Agreement, which shall be binding upon
23 and effective as to all Parties.

24 **8.8. Facsimile or Scanned Signatures.** A Party may sign and deliver this Agreement
25 by signing on the designated signature block and transmitting that signature page via facsimile or as an
26 attachment to an email to counsel for the other Party. Any such signature shall be deemed an original for
27 purposes of this Agreement and shall be binding upon the Party who transmits the signature page.
28

1 **8.9. Waivers and Modifications to Be in Writing.** No waiver, modification, or
2 amendment of this Agreement—whether purportedly made before or after the Court’s approval of this
3 Agreement—shall be valid unless it appears in a writing signed by or on behalf of all Parties, and then
4 shall be valid subject to any required Court approval. Any failure by any Party to insist upon the strict
5 performance by the other Party of any provision of this Agreement shall not be deemed a waiver of
6 future performance of the same provisions or of any other provision of this Agreement, and such Party,
7 notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of
8 any provision of this Agreement. The time periods and dates provided in this Agreement with respect to
9 giving of notices and hearings are subject to Court approval and modification by the Court or by written
10 stipulation of Class Counsel and Defense Counsel.

11 **8.10. Construction.** Each Party participated jointly in the drafting of this Agreement,
12 and its terms are not intended to be, and shall not be, construed against any party by virtue of
13 draftsmanship.

14 **8.10.1. Exhibits Incorporated by Reference.** This Agreement includes the
15 terms set forth in any attached exhibit. Any exhibit to this Agreement is an integral part of it.

16 **8.10.2. Headings.** The headings within this Agreement appear for convenience of
17 reference only and shall have no effect upon the construction or interpretation of any part of this
18 Agreement.

19 **8.10.3. Invalidity of Any Provision.** Before declaring any provision of this
20 Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent
21 possible so as to render all provisions of this Agreement enforceable.

22 **8.11. Duty to Cooperate.** Each Party, upon the request of another, agrees to perform
23 such acts and to execute and to deliver such documents as are reasonably necessary to carry out this
24 Agreement. In the same spirit, the Parties agree to make all reasonable efforts to avoid unnecessary
25 Administrative Costs.

26 **8.12. No Prior Assignments or Undisclosed Liens.** The Class Representatives and
27 Class Counsel represent that they have not assigned, transferred, conveyed, or otherwise disposed of any
28 Released Claim or claim to attorneys’ fees and costs award to be paid under this Agreement. The Class

1 Representatives and Class Counsel further represent and warrant that there are not any liens or claims
2 against any amount that Defendant is to pay under this Agreement. The Class Representatives and Class
3 Counsel agree to defend, to indemnify, and to hold Defendant harmless from any liability, losses,
4 claims, damages, costs, or expenses, including reasonable attorneys' fees, resulting from a breach of
5 these representations or from any lien or assignment.

6 **8.13. Waiver of Right to Request Exclusion by Class Representatives.** The Class
7 Representatives, by signing this Agreement, agree not to request exclusion from the Settlement. The
8 Class Representatives, by signing this Agreement, further represent that they have no objection to the
9 terms of the Agreement and believe the terms to be fair, reasonable and adequate.

10 **8.14. Confidential Information.** Class Counsel will destroy all confidential
11 documents and information provided by Defendant within 60 days after the completion of the
12 administration of this Agreement. Class Counsel further agree that none of the information provided by
13 Defendant shall be used for any purpose other than prosecution of this Action.

14 **8.15. Publicity.** Neither Plaintiffs nor Class Counsel shall cause to be publicized,
15 directly or indirectly, any discussion resulting in or the existence of this Agreement or its terms in any
16 type of mass media, including, but not limited to, speeches, press conferences, press releases, interviews,
17 television or radio broadcasts, newspapers, website postings, messages on the Internet, Facebook,
18 Twitter or any other social media. Breach of this provision shall entitle Defendant, in the exercise of its
19 sole discretion, to nullify this Agreement at any time before the Effective Date. Plaintiffs agree that they
20 shall not make any comments regarding the claims in this matter or settlement thereof unless asked, and,
21 if asked, they shall respond only that the matter has settled. Should any Plaintiff or Class Counsel at any
22 time breach this provision, Plaintiff shall forfeit to Defendant the full amount of his or her Service
23 Award. Without limitation by the foregoing, Defendant also may enforce this provision through an
24 action for injunctive relief. Plaintiffs waive any obligation by Defendant to file a bond in connection
25 with any such action. This provision does not apply to any publications ordered by the Court.

26 **8.16. Continuing Jurisdiction.** The Court shall retain continuing jurisdiction to ensure
27 the continuing implementation of the provisions of the Agreement.
28

1 **8.17. Disputes.** The Parties agree to mediate in good faith any dispute as to the terms
2 of this Agreement.

3 **8.18. No Admission of Liability.** By settling this matter, Defendant does not admit
4 liability of any kind. This Agreement shall not constitute an admission of any liability or the accuracy of
5 any charging allegation. This Agreement reflects the Parties' good faith compromise of the claims raised
6 in this Action, based upon their assessment of the mutual risks and costs of further litigation.

7 **8.19. Failure to Approve.** If the Court does not approve either preliminarily or finally
8 any material term or condition of the Agreement, or if the Court effects a material change, then this
9 entire Agreement will be voidable and unenforceable, subject to the Parties' agreement to the contrary,
10 and the costs of administration shall be split equally between the Plaintiffs, on one side, and Defendant,
11 on the other.

12 **8.20. Governing Law.** All terms of this Agreement shall be governed by and
13 interpreted according to California law.

14
15 SO AGREED:

16 Dated: August ____, 2020



Plaintiff Louis Garcia

18 Dated: August ____, 2020

Plaintiff Marlana McGowan

20 Dated: August ____, 2020

21
22 By _____
For XPO Logistics Freight, Inc.

1 **8.17. Disputes.** The Parties agree to mediate in good faith any dispute as to the terms
2 of this Agreement.

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9 entire Agreement will be voidable and unenforceable, subject to the Parties' agreement to the contrary,
10 and the costs of administration shall be split equally between the Plaintiffs, on one side, and Defendant,
11 on the other.

12 **8.20. Governing Law.** All terms of this Agreement shall be governed by and
13 interpreted according to California law.

14
15 **SO AGREED:**

16 Dated: August ____, 2020

Plaintiff Louis Garcia

17
18 Dated: August 20, 2020

Marlena McGowan
Plaintiff Marlena McGowan

19
20 Dated: August ____, 2020

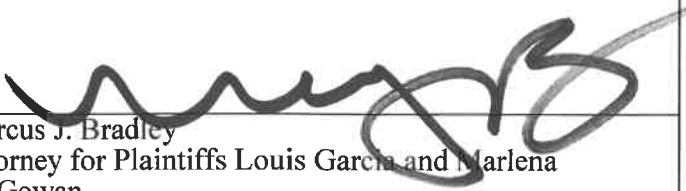
21 By _____
22 For XPO Logistics Freight, Inc.

1 Approval As To Form And Content By Counsel:

2
3 Dated: August 20 2020

4 BRADLEY/GROMBACHER, LLP

5
6 By


7 Marcus J. Bradley
8 Attorney for Plaintiffs Louis Garcia and Marlena
9 McGowan

10 Dated: August ____, 2020

11 SEYFARTH SHAW LLP

12 By

13 David D. Jacobson
14 Attorney for Defendant XPO Logistics Freight, Inc.
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1 Approval As To Form And Content By Counsel:

2
3 Dated: August ____, 2020

4 BRADLEY/GROMBACHER, LLP

5
6 By

7 Marcus J. Bradley
8 Attorney for Plaintiffs Louis Garcia and Marlena
9 McGowan

10 Dated: September 4, 2020

11 SEYFARTH SHAW LLP

12 By

13 
14 David D. Jacobson
15 Attorney for Defendant XPO Logistics Freight, Inc.
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