

SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIMS

Plaintiff Paul Baker (“Plaintiff”), individually and in his capacity as representative of the State of California on behalf of other aggrieved employees, and Defendant Hesler Logistics, Inc. (“Defendant”), hereby enter into this Settlement Agreement and Release of Private Attorneys General Act of 2004 claims (“Settlement”) as follows:

I. DEFINITIONS

As used in this Settlement, the following terms shall have the following meanings:

1. “Action” shall mean the civil action entitled: *Paul Baker, on behalf of himself, the State of California, as a private attorney general, and all others similarly situated and aggrieved employees, v. Hesler Logistics, Inc.*, Case No. 37-2021-00007468-CU-OE-CTL which was filed in the San Diego County Superior Court on or about February 21, 2021.

2. “Defendant” shall mean Hesler Logistics, Inc.

3. “Defense Counsel” shall mean Diana M. Estrada, Esq. and Jennifer A. Brody, Esq. of Wilson, Elser, Moskowitz, Edelman & Dicker LLP.

4. “Effective Date” means the later of: (a) the date that approval of the Settlement is granted by the Superior Court of California for the County of San Diego, or other court assuming jurisdiction of this matter (b) if any timely objections or intervenor requests are filed and not subsequently withdrawn, the 60th day after the Court enters an Order or Judgment approving of this PAGA Settlement; (c) if any timely appeals are filed, the date of the resolution (or withdrawal) of any such appeal in a way that does not alter the material terms of the Settlement; or (d) if no timely objections or intervenor requests are filed, or if all objections and/or interventions are withdrawn, the date upon which the Court enters an order approving the PAGA Settlement..

5. “LWDA” refers to the California Labor & Workforce Development Agency.

6. “PAGA” refers to the Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, *et seq.*

7. “PAGA Period” shall mean June 25, 2019, through January 19, 2022 or the date the Court enters an Order Granting Final Approval of the Settlement Agreement, whichever is earlier.

8. “PAGA Settlement Members” shall mean all current and former hourly non-exempt employees of Defendant in California at any time during the PAGA Period.

9. “PAGA Fund” shall mean the Total Settlement Payment, less Plaintiff’s Counsel Payment, Plaintiff’s Enhancement Award, the Settlement Administration Costs and any other Court mandated or approved deductions.

10. “Plaintiff” refers to Paul Baker, individually and in his capacity as a representative of the State of California on behalf of other aggrieved employees.

11. “Plaintiff’s Counsel” refers to Michael H. Boyamian, Esq. and Heather M. Zermeno of Boyamian Law, Inc.

12. “Parties” collectively refers to Plaintiff and Defendant.

13. “Released Claims” shall mean any and all claims, whether known or unknown, that were asserted or could have been asserted based on the facts set forth in the operative pleadings in the Action and/or notice submitted to the LWDA in connections with the Action, to recover civil penalties pursuant to PAGA for any alleged violations by Defendant of California Labor Code §§ 200, 201, 202, 203, 204, 210, 216, 221, 223, 225.5, 226, 226.3, 226.7, 226.8, 246, 510, 511, 512, 551, 552, 558, 1174, 1175.4, 1182.12, 1194-1197.1, 1198, and 2802 and the related applicable IWC Wage Order provisions for the PAGA Period.

14. “Released Parties” shall mean Hesler Logistics, Inc., and each of Defendant’s past, present and future parents, subsidiaries and affiliates; the past, present and future partners, shareholders, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives, fiduciaries, benefit plans, transferees, predecessors, successors and assigns of any of the foregoing; any customers, hospitals and/or laboratories with which Defendant contracts and/or does business; and any individual or entity which could be jointly liable with any of the foregoing.

15. “Settlement Administrator” shall mean a neutral third-party settlement administrator to mutually selected by the Parties.

16. “Total Settlement Payment” shall mean an amount not to exceed One Hundred and

Thirty-Five Thousand Dollars (\$135,000).

II. RECITALS

17. On or about on October 23, 2020, Plaintiff sent a letter to the LWDA on behalf of himself, in compliance with California Labor Code section 2699.3. Plaintiff seeks to represent himself and all PAGA Settlement Members. The LWDA did not indicate that it intended to investigate the alleged violations referenced in the letters, and the 65-day time period permitted for the LWDA to provide such a notification expired.

18. Counsel for all Parties have thoroughly investigated the facts relating to the claims alleged in the operative complaint and engaged in significant informal discovery in advance of mediation. Based on their investigation and evaluation of this case, Plaintiff's Counsel have concluded that the settlement is fair, reasonable, and adequate considering all known facts and circumstances, including the defenses asserted by Defendant, the risks and uncertainties associated with ongoing litigation, potential adverse findings regarding liability, the statutory discretion provided to the Court to decrease civil penalties under PAGA, and numerous potential appellate issues.

19. Defendant specifically denies, and continues to deny, each and every claim and contention alleged in the Action and has always maintained that it has never engaged in any unlawful acts regarding any of the matters alleged in the Action.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and conditions set forth, the Parties agree as follows:

III. NON-ADMISSION OF LIABILITY

20. Based on the factual and legal issues involved, the expense and time necessary to prosecute the Action through trial, the risks, uncertainty, and costs of further prosecution, Defendant's current ailing financial condition, the existence of arbitration agreements with express class waiver clauses, the difficulty of proof necessary to establish a PAGA representative action for purposes of liability, and the relative benefits to the PAGA Settlement Members of an expeditious resolution of the Action, the Parties have concluded that the terms set forth in this Settlement are fair, reasonable, adequate, and in the best interests of the PAGA Settlement Members.

21. By entering into this Settlement, Defendant denies any liability for any of the claims in the Action, as well as any other potential or unknown claims based on wage and hour violations under state or federal law. Neither this Settlement, nor any document referred to or contemplated herein, nor any action taken to carry out this Settlement, is, may be construed as, or may be used as, an admission, concession, or indication by or against Defendant of any unlawful conduct, fault, wrongdoing or liability whatsoever. Defendant specifically denies that it engaged in any unlawful or wrongful conduct against Plaintiff and/or the PAGA Settlement Members. Rather, Defendant maintains it always complied with applicable laws governing wages, hours of work, and expense reimbursement for its employees.

IV. TERMS OF THE PAGA SETTLEMENT

A. The Total Settlement Payment

22. Defendant shall pay a settlement payment in a total amount of One Hundred and Thirty-Five Thousand Dollars (\$135,000) (the “Total Settlement Payment”).

23. The Total Settlement Payment shall include Plaintiff’s Counsel Payment, Enhancement Award to Plaintiff, settlement administrative fees and costs, and the PAGA Fund.

24. Defendant certifies that the number of pay periods that have accrued for all PAGA Members from June 25, 2019 through the date of settlement on October 19, 2021 is approximately 3,456 pay periods. If the number of pay periods that actually accrued during the PAGA Period should exceed 3,456 by more than fifteen percent (15%) (*i.e.*, greater than 3,975), the Total Settlement Payment will be increased by the percentage difference between the certified amount and the actual number of pay periods that accrued during the PAGA Period (*i.e.*, if there is a 17% difference, the Total Settlement Amount will increase by 2%).

25. Payment of the Total Settlement Payment shall be made by Defendant thirty (30) days after the Effective Date or on March 1, 2022, whichever is later.

B. Enhancement Award To Named Plaintiff

26. Subject to Court approval, Plaintiff shall seek a payment of Seven Thousand and Five Hundred Dollars (\$7,500.00) to be paid from the Total Settlement Payment, as an enhancement for his service as the PAGA representative (“Enhancement Award”), in addition to any payment he may

otherwise receive as a PAGA Settlement Member.

27. Defendant will not oppose Plaintiff's request for the Enhancement Award. Plaintiff will be responsible for characterizing this compensation for tax purposes and for paying any taxes owing on said amount. The Enhancement Awards approved by the Court and issued to Plaintiff will, if required by law, be reported on an IRS Form 1099 to Plaintiff. The Parties agree that a reduction by the Court of the requested Enhancement Award does not constitute a material alteration of the terms of this Agreement and shall not provide a basis for rendering the Settlement voidable or unenforceable. Any reductions by the Court of the Enhancement Award shall revert to the PAGA Fund.

28. Release by Named Plaintiff:

In addition to the Released Claims identified in Paragraph 13 herein, Plaintiff agrees to release any and all claims, whether known or unknown, under all federal, state and local statutes, and federal and state common law (including but not limited to those for contract, tort, and equity), including, without limitation, the California Unfair Competition Act (California Business and Professions Code section 17200 et seq.) and the California Labor Code against the Released Parties. Plaintiff acknowledges the language of Section 1542 of the California Civil Code, which provides:

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.

Plaintiff expressly waives the protection of Section 1542. Plaintiff understands and agrees that claims or facts in addition to or different from those which are now known or believed by Plaintiff to exist may hereafter be discovered. It is Plaintiff's intention to settle fully and release all claims Plaintiff now has against the Released Parties, whether known or unknown, suspected or unsuspected. Plaintiff expressly acknowledges that the release in this Paragraph is intended to include in its effect, without limitation, all claims Plaintiff did not know or suspect at the time of execution hereof, regardless of whether the knowledge of such claims, or the facts upon which they might be based, would materially

have affected the settlement of this matter, and that the consideration given under this Settlement is also for the release of those claims and contemplates the extinguishment of any such claims.

C. Plaintiff's Counsel Payment of Attorneys' Fees and Costs

29. Plaintiff's Counsel will apply to the Court for an award of attorneys' fees not to exceed one-third of the Total Settlement Payment (\$44,995.50)

30. Plaintiff's Counsel will also apply to the Court for reimbursement of reasonable litigation costs expended in the prosecution of this matter in an amount not to exceed \$15,000 (together, attorneys' fees and reasonable litigation costs are referred to as "Plaintiff's Counsel Payment").

31. Defendant will not oppose or object to Plaintiff's Counsel Payment and any request or application for attorneys' fees and costs submitted in connection therewith.

32. In the event that the Court does not approve the requested Plaintiff's Counsel Payment, or the Court alters the attorneys' fees and litigation costs sought by Plaintiff's Counsel, the Parties agree that any modifications or reductions by the Court of the requested Plaintiff's Counsel Payment (whether in the aggregate or individually) does not constitute a material alteration of the terms of this Agreement and shall not provide a basis for rendering the Settlement voidable or unenforceable.

33. Plaintiff's Counsel Payment shall be paid from the Total Settlement Payment. IRS 1099 Forms will be issued to Plaintiffs' Counsel for these payments. Any reductions by the Court of Plaintiff's Counsel's request for attorneys' fees or costs shall revert to the PAGA Fund.

D. Settlement Administration Fees and Costs

34. Settlement administration shall be done by the qualified, third-party Settlement Administrator agreed to by the Parties and approved by the Court. The Parties agree that the Settlement Administrator Costs shall be paid from the Total Settlement Payment. This includes all fees and costs for postage, envelopes, and computer searches to locate addresses; and expenses of the Settlement Administrator to implement and complete the settlement process according to the terms of this Settlement, to calculate payments to individual PAGA Settlement Members, any cost associated with the escheatment process for any uncashed or undeliverable settlement checks, to prepare any necessary tax documents, and any other related fees and costs associated with the administrative duties associated

with the Settlement (the “Settlement Administrator Costs”).

35. The Settlement Administrator Costs shall be paid from the Total Settlement Payment. The Settlement Administrator Costs are estimated to not exceed \$10,000. Any reductions by the Court or any unused Settlement Administrator Costs shall revert to the PAGA Fund.

E. PAGA Fund

36. After deducting the Plaintiff’s Counsel Payment, Plaintiff’s Enhancement Award, and Settlement Administrator Costs, the remainder of the Total Settlement Payment shall be allocated to the Labor & Workforce Development Agency and PAGA Settlement Members (the “PAGA Fund”).

37. Seventy-five percent (75%) of the PAGA Fund will be sent to the LWDA and twenty-five percent (25%) of the PAGA Fund will be allocated among the PAGA Settlement Members, based on his or her proportionate share of pay periods during the PAGA Period as set forth in Section V.(B.).

V. COMPUTATION AND DISTRIBUTION OF TOTAL SETTLEMENT FUND

A. Deposit of Total Settlement Payment

38. The Settlement Administrator shall establish a QSF for purposes of administering the Settlement. The Settlement Administrator shall furnish the QSF with its own Employer ID Number and calculate all settlement checks required under law based on information that will be confidentially furnished by Defendant. There are no payroll deductions to be calculated under this Settlement since no part of the Settlement will be classified as wages.

B. Formula for Calculating Share of PAGA Fund

39. The pro-rata portion of the PAGA Fund that is paid to each PAGA Settlement Member shall be determined based on the following formula:

- (a) The payment to PAGA Settlement Members will be based on the number of pay periods that each PAGA Settlement Member received a paycheck from Defendant during the PAGA Period.
- (b) The amount to be paid per pay period for each PAGA Settlement Member will be calculated by dividing the number of pay periods that the PAGA Settlement Member had during her/his employment with Defendant during the PAGA

Period by the total aggregate number of all PAGA Settlement Members' pay periods during their employment with Defendant during the PAGA Period.

- (c) Defendant's records shall be determinative for purposes of calculating the number of pay periods and any payments to PAGA Settlement Members. The Settlement Administrator shall be responsible for calculating each individual PAGA Settlement Members' respective pro-rata settlement payment.

C. Distribution of PAGA Fund

40. Defendant shall provide the Settlement Administrator with a list of the names, addresses and number of pay periods/paychecks issued to each of the PAGA Settlement Members during the PAGA Period, fourteen (14) days after the Court issues an Order approving the Settlement. The contact information is being provided confidentially to the Settlement Administrator only, and the Settlement Administrator shall treat the information as private and highly confidential and take all necessary precautions to maintain the confidentiality of contact information of the PAGA Settlement Members. This information is to be used only to carry out the Settlement Administrator's duties as specified in this Settlement.

41. Within thirty (30) days after the Effective Date or the Total Settlement Payment is fully funded, whichever is later, the Settlement Administrator shall pay to the LWDA an amount equivalent to seventy-five percent (75%) of the PAGA Fund, or as otherwise directed by the Court.

42. Within thirty (30) days after the Effective Date or the Total Settlement Payment is fully funded, whichever is later, the Settlement Administrator shall distribute to PAGA Settlement Members their individual portion of the PAGA Fund (the "Individual Payment"), or as otherwise directed by the Court. A letter approved by the Parties will be included in the mailing of the Individual Payment to each PAGA Settlement Member.

43. Within thirty (30) days after the Effective Date or the Total Settlement Payment is fully funded, whichever is later, the Settlement Administrator shall distribute the Plaintiff's Enhancement Award.

44. Within thirty (30) days after the Effective Date or the Total Settlement Payment is fully

funded, whichever is later, the Settlement Administrator shall distribute to the Plaintiff's Counsel the court-approved Plaintiff's Counsel Payment and approved litigation costs, either via wire transfer payment or check, as specified by Plaintiff's Counsel.

45. The Settlement Administrator will send the Individual Payments to the PAGA Settlement Members by First Class U.S. Mail.

46. To provide the best notice and delivery of Individual Payments practicable, any Individual Payment returned to the Settlement Administrator as non-delivered shall be sent by First Class U.S. Mail to the forwarding address affixed thereto, if any. If no forwarding address is provided for an Individual Payment that is returned as non-deliverable, the Settlement Administrator shall use the best available technology accessible (e.g., skip tracing, address verification, etc.) to the Settlement Administrator or other mutually agreeable method to locate PAGA Settlement Members and will then mail the Individual Payment to the address identified by First Class U.S. Mail. If no valid address is located, the Individual Payment for that individual will be deemed undeliverable. If any PAGA Settlement Members cannot be located within two attempts at mailings by the Settlement Administrator, the Individual Payment for that individual will be deemed undeliverable.

47. The Settlement Administrator shall maintain a list of the postmark date for the original mailing of the Individual Payment to the PAGA Settlement Members, the postmark date of any subsequent mailing to any PAGA Settlement Members, and a list of PAGA Settlement Members who did not receive the Individual Payment due to the inability to locate a valid address using the procedures described herein or who otherwise could not be located within two attempts at mailing.

48. All settlement checks will remain valid and negotiable for 180 days from the date of their initial mailing by the Settlement Administrator. After 180 days from the date of their mailing by the Settlement Administrator, any uncashed checks will be void. For any PAGA Settlement Member whose funds are undeliverable and/or who does not cash or negotiate her or his settlement check within 180 days, the uncashed funds shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500, *et. seq.* in the name of the PAGA Group Member whose Settlement Share check is cancelled and in the

respective amount of the cancelled check for the benefit of the PAGA Settlement Member(s).

49. The Settlement Administrator will prepare and issue any tax forms required by law, including any IRS Form 1099s to PAGA Settlement Members, Plaintiff and Plaintiff's Counsel.

D. Settlement Administration Payment

50. Within thirty (30) days after the Effective Date or the Total Settlement Payment is fully funded, whichever is later, the Settlement Administrator shall deduct an amount equivalent to the Settlement Administrator Costs.

VI. CLAIMS RELEASED BY PAGA SETTLEMENT MEMBERS

A. Claims Released by the LWDA, the State of California and All PAGA Settlement Members

51. Upon the Effective Date, the LWDA, the State of California, and Plaintiff, fully release and forever discharge the Released Parties from any and all Released Claims.

B. Tax Treatment and Tax Indemnification

52. PAGA Settlement Members, including Plaintiff, will assume any tax obligations or consequences which may arise from this Settlement. PAGA Settlement Members, including Plaintiff, release any and all claims that they have or may have against Defendant for any claims, demands, deficiencies, levies, assessments, executions, judgments, penalties, taxes, indemnification, and any other recoveries related to any payments made under this Settlement or any compensation provided at any time by Defendant or any of the Released Parties. If any state or federal taxing authority contacts, investigates, or pursues any action against any PAGA Settlement Members, including Plaintiff, for their individual share of taxes related to any payments made under this Settlement or any compensation provided at any time by Defendant or any of the Released Parties, each PAGA Settlement Member, including Plaintiff, shall be responsible for their own defense of and payment for any claim of unpaid taxes, interest, or penalties brought by any state or federal taxing authority for the PAGA Settlement Member's share of any state or federal tax obligation. If a PAGA Settlement Member has questions about any liability to any state or federal taxing authority, they shall contact the Settlement

Administrator. The PAGA Settlement Members, including Plaintiff, shall not contact Defendant, any of the Released Parties, or Defense Counsel regarding this Settlement or its tax consequences. Nothing herein shall be deemed to constitute tax advice or guidance.

VII. MISCELLANEOUS PROVISIONS

A. Nullification of Settlement Agreement.

53. In the event that: (a) the Court does not approve the Settlement as provided herein; (b) the Court strikes, modifies or does not approve any material term of this Settlement Agreement; or (c) the Settlement does not become final as written and agreed to by the Parties for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, all amounts deposited into the QSF will be returned to Defendant, and the Parties shall be returned to their original respective positions. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning. The Parties agree to a representative PAGA Settlement Member group is for purposes of Settlement only, therefore, if the Settlement is nullified or void, so too, is the agreement to treat this as a representative action. Should such a nullification occur each of the Parties shall be referred to her, his, its or their respective positions as if this Agreement did not exist. Pursuant to California Evidence Code § 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If this Agreement is not approved or does not become Effective (as defined by the Effective Date), the Parties agree that this Settlement Agreement is void, and remains protected by California Evidence Code § 1152.

B. Mutual Full Cooperation

54. Plaintiff and Defendant, Plaintiff's Counsel, and Defense Counsel agree to fully cooperate with each other to accomplish the terms of this Settlement, including, but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms herein. The Parties agree to use their best efforts and any other efforts that may become necessary by Order of the Court, or otherwise, to effectuate this Settlement.

C. Parties' Authority

55. The signatories hereto represent that they are fully authorized to enter into this Settlement.

D. Binding Nature of the Settlement

56. This Settlement shall be binding upon, and inure to the benefit of, the successors or assigns of the Released Parties. Plaintiff represents, covenants, and warrants that she has not directly or indirectly, assigned, transferred, or encumbered any claim, demand, action, cause of action or rights released in the Released Claims in this Settlement. This Settlement also shall be binding upon Plaintiff, the PAGA Settlement Members and the LWDA.

57. This Settlement may be amended or modified only by a written instrument. No rights under this Settlement may be waived except in writing.

58. This Settlement constitutes the entire agreement between Plaintiff and Defendant relating to the terms contained herein. All prior or contemporaneous agreements, understandings, and statements, whether oral or written, whether express or implied, and whether by a party or its counsel, concerning this Settlement are merged herein. No oral or written representations, warranties or inducements have been made to any party concerning this Settlement or its exhibits other than the representations, warranties and covenants contained and memorialized in such documents.

59. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any of its provisions. Each term of this Settlement is intended to be contractual and not merely a recital.

E. Joint Drafting of Settlement Documents

60. Plaintiff's Counsel and Defense Counsel have arrived at this Settlement as a result of a series of arm's-length negotiations, including a full-day mediation with experienced wage and hour mediator Steve Serratore, Esq., and counsel has taken into account all relevant factors, present and potential risks with ongoing litigation.

61. This Settlement has been drafted jointly by Plaintiff's Counsel and Defense Counsel and, therefore, in any construction or interpretation of this Settlement, the same shall not be construed against

any of the Parties.

F. Execution of the Settlement

62. This Agreement may be executed in any number of counterparts, any of which shall be deemed to be the original if fully executed by both Parties. This Agreement may be executed and delivered by facsimile or email and, when fully executed and delivered, this Settlement and photocopies thereof shall be legally binding and enforceable as the original. If an electronic signature is utilized by any signatory to this Agreement the Party and/or our counsel utilizing the electronic signature acknowledge that the electronic signature is binding pursuant to the California Civil Code section 1633.1 et seq. (the “Uniform Electronic Transactions Act”) and that it was obtained by the person for whom it appears, and appropriate measures were taken to protect the security and authenticity of the signatory.

G. Continuing Jurisdiction of the Court

63. Pursuant to California Code of Civil Procedure section 664.6, the Parties agree that the Court shall retain jurisdiction over the Parties, and over this Settlement, in order to: (i) monitor and enforce compliance of Settlement, and/or (ii) resolve any disputes over this Settlement or the administration of the benefits of this Settlement.

H. Invalidity of Any Provision

64. Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

I. No Collateral Attack

65. This Settlement Agreement shall not be subject to collateral attack by any PAGA Settlement Member after the Effective Date. Such prohibited collateral attacks shall include but not be limited to claims that the PAGA Settlement Member failed for any reason to receive notice of the settlement and/or her or his Individual Payment.

J. Confidentiality

66. Plaintiff and Plaintiff’s Counsel will not make any public disclosure of the Settlement, except through Court filings for approval of the Settlement. Following Court approval of the Settlement,

Plaintiff and Plaintiff's Counsel will not initiate or engage in any communications (directly or indirectly) with the media regarding the Action or Settlement. Plaintiff's counsel shall not report the Settlement in any medium or in any publication, shall not post or report anything regarding the Action, the claims of Plaintiff or the PAGA Members, and/or the Settlement on their website, and shall not contact any reporters or media regarding the settlement.

67. Plaintiff agrees that Plaintiff will not publicize or disclose or cause or knowingly permit or authorize the publicizing or disclosure of the fact of the Settlement or of the negotiations leading up to the Settlement, or of the basis for any claims or allegations which were or could have been made against the Released Parties which concern and are within the scope of this Settlement to any person, firm, organization, or entity of any and every type, public or private, for any reason, at any time, without the prior written consent of Defendant unless otherwise compelled by operation of law. In response to any inquiries about the Action and/or Settlement, Plaintiff will state that "the case was resolved, and it was resolved confidentially." Nothing in this Settlement Agreement shall limit Defendant's ability to fulfill disclosure obligations reasonably required by law or in furtherance of business purposes, including the fulfillment of obligations stated in this Settlement Agreement.

K. Representations by Plaintiff

68. Plaintiff acknowledges the following:

- (a) Plaintiff has carefully read and fully understands all of the provisions of this Settlement;
- (b) Plaintiff knowingly and voluntarily agrees to all of the terms set forth in this Settlement and has not been coerced, threatened, or intimidated into executing this Settlement;
- (c) Plaintiff was advised, and hereby is advised in writing, to consider the terms of this Settlement and consult with her attorneys before signing this Settlement; and
- (d) Other than the fees and costs awarded pursuant to the terms of this Settlement, Plaintiff acknowledges that all parties shall bear their own fees and costs through the conclusion of the Actions.

L. Representations by Defendant

69. Defendant acknowledges the following:

- (a) Released Parties have carefully read and fully understand all of the provisions of this

Settlement;

(b) Released Parties knowingly and voluntarily agree to all of the terms set forth in this Settlement and have not been coerced, threatened, or intimidated into executing this Settlement;

(c) Released Parties were advised, and hereby are advised in writing, to consider the terms of this Settlement and consult with their attorneys before signing this Settlement.

(d) Other than the fees and costs awarded pursuant to the terms of this Settlement, Released Parties acknowledge that all parties shall bear their own fees and costs through the conclusion of this action.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement and Release of PAGA Claims as of the date(s) set forth below:

AGREED TO BY PLAINTIFF AS TO FORM AND CONTENT:

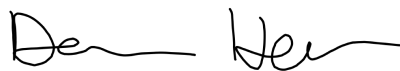
DATED: November __, 2021

PAUL BAKER, individually and on behalf of other
aggrieved employees

AGREED TO BY DEFENDANT AS TO FORM AND CONTENT:

DATED: November 24, 2021

HESLER LOGISTICS, INC.



DAMIEN HESLER
Title: President

AGREED TO BY PLAINTIFF'S COUNSEL AS TO FORM AND CONTENT:

Settlement;

(b) Released Parties knowingly and voluntarily agree to all of the terms set forth in this Settlement and have not been coerced, threatened, or intimidated into executing this Settlement;

(c) Released Parties were advised, and hereby are advised in writing, to consider the terms of this Settlement and consult with their attorneys before signing this Settlement.

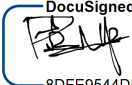
(d) Other than the fees and costs awarded pursuant to the terms of this Settlement, Released Parties acknowledge that all parties shall bear their own fees and costs through the conclusion of this action.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement and Release of PAGA Claims as of the date(s) set forth below:

AGREED TO BY PLAINTIFF AS TO FORM AND CONTENT:

DATED: November ¹⁷ ___, 2021

PAUL BAKER, individually and on behalf of other aggrieved employees

DocuSigned by:

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AGREED TO BY DEFENDANT AS TO FORM AND CONTENT:

DATED: November ___, 2021

HESLER LOGISTICS, INC.

DAMIEN HESLER
Title: President

AGREED TO BY PLAINTIFF'S COUNSEL AS TO FORM AND CONTENT:

BOYAMIAN LAW, INC.

DATED: November __, 2021

Michael H. Boyamian, Esq.
Heather M. Zermeno
Attorney for Plaintiff
Paul Baker

APPROVED AS TO FORM TO BY DEFENDANT'S COUNSEL:

**WILSON, ELSER, MOSKOWITZ, EDELMAN
& DICKER LLP**

DATED: November 24, 2021



Diana M. Estrada, Esq.
Jennifer A. Brody, Esq.
Attorneys for Defendant
Hesler Logistics, Inc.

BOYAMIAN LAW, INC.



DATED: November 24, 2021

Michael H. Boyamian, Esq.
Heather M. Zermeno
Attorney for Plaintiff
Paul Baker

APPROVED AS TO FORM TO BY DEFENDANT'S COUNSEL:

**WILSON, ELSER, MOSKOWITZ, EDELMAN
& DICKER LLP**

DATED: November ___, 2021

Diana M. Estrada, Esq.
Jennifer A. Brody, Esq.
Attorneys for Defendant
Hesler Logistics, Inc.

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action; my business address is 550 North Brand Boulevard, 15th Floor, Glendale, California 91203. My electronic service address is demiah@boyamianlaw.com

On November 30, 2021, I served the foregoing document described as

**FULLY EXECUTED SETTLEMENT AGREEMENT AND RELEASE OF
PAGA CLAIMS**

For the following case: **Baker v. Hesler Logistics, Inc.**
LWDA/Court Case No.: **LWDA-CM-810528-20**
37-2021-00007468-CU-OE-CTL
San Diego County Superior Court

on the interested parties in this action as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

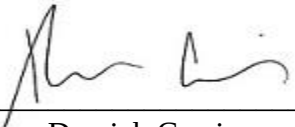
 X **BY ELECTRONIC SUBMISSION**

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

 X **STATE**

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

Executed on November 30, 2021 at Glendale, California.



Demiah Cseri