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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO COUNTY**

MICHAEL DAVID MADRID, individually
and on behalf of all others similarly situated,

Plaintiff,

vs.

SAIA MOTOR FREIGHT LINE, LLC; and
DOES 1 through 20, inclusive,

Defendant.

Case No. CIVSB2114565

**STIPULATION OF CLASS AND PAGA
ACTION SETTLEMENT AND RELEASE
OF CLAIMS**

Complaint Filed: May 24, 2021
Trial Date: None Set

AEGIS LAW FIRM, PC

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and Proposed Class

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1 This Stipulation of Class and PAGA Action Settlement and Release of Claims is entered
2 into by and between Plaintiff Michael David Madrid, individually and on behalf of the Settlement
3 Class, and Defendant Saia Motor Freight Line, LLC.

4 **I. DEFINITIONS**

5 A. “Actions” means the Federal Action and the State Court Action.

6 B. “Agreement” or “Settlement” means this Stipulation of Class and PAGA Action
7 Settlement and Release of Claims.

8 C. “Class” or “Class Members” means all hourly, non-exempt workers employed by
9 Defendant at its California terminal facilities at any time between July 25, 2016 through September
10 20, 2021.

11 D. “Class Counsel” means Samuel A. Wong, Kashif Haque, Jessica L. Campbell and
12 Kristy R. Connolly of Aegis Law Firm, 9811 Irvine Center Drive, Suite 100, Irvine, California
13 92618.

14 E. “Class Counsel Award” means attorneys’ fees for Class Counsels’ litigation and
15 resolution of the Actions and their expenses and costs incurred in connection with the Actions, paid
16 from the Maximum Settlement Fund.

17 F. “Class Data” means information regarding Class Members that Defendant will, in
18 good faith, compile from its records and provide to the Settlement Administrator. It shall be
19 formatted as a Microsoft Excel spreadsheet and shall include the following information for each
20 Class Member: (1) employee identification number; (2) full name; (3) last known address; (4)
21 Social Security number; and (5) the Class Member’s hire and termination dates.

22 G. “Class Period” means the period from July 25, 2016 through September 20, 2021.

23 H. “Class Representative Enhancement” means the amount that the Court authorizes to
24 be paid to Plaintiff, in addition to his Individual Settlement Payment, in recognition of his efforts
25 and risks in assisting with the prosecution of the Action and in exchange for executing the General
26 Release provided herein.

27 I. “Class Representative(s)” means Plaintiff in his capacity as the representative of the
28 Class Members.

1 J. “Compensable Workweeks” means the total number of weeks during which
2 Settlement Class Members worked during the Class Period.

3 K. “Court” means the Superior Court of the State of California, for the County of San
4 Bernardino.

5 L. “Defendant” means Saia Motor Freight Line, LLC.

6 M. “Effective Date” means: (a) the date upon which the time for appeal of the Court’s
7 order granting final approval of the Settlement Agreement expires; unless (b) an appeal is timely
8 filed, then “Effective Date” means the date of final resolution of any appeal from the order granting
9 final approval of the Settlement Agreement.

10 N. “Federal Action” means the lawsuit entitled *Michael David Madrid v. Saia Motor*
11 *Freight Line, LLC*, filed on January 19, 2021 in the Superior Court for the State of California,
12 County of San Bernardino (Case No. CIVSB2114565), removed to and currently pending in the
13 United States District Court for the Central District of California, Case No. 5:21-cv-00613-JWH
14 (SHKx).

15 O. “Individual Settlement Payment” means the amount payable from the Net
16 Settlement Amount to each Settlement Class Member.

17 P. “Maximum Settlement Fund” means the sum of the Individual Settlement Payments,
18 the Class Representative Enhancements, the Class Counsel Award, PAGA Payment and the
19 Settlement Administration Costs up to a maximum of One Million Two Hundred Thousand Dollars
20 (\$1,200,000.00), subject to the pro rata increase provided in Section III(D)

21 Q. “Net Settlement Amount” or “NSA” means the Maximum Settlement Fund, less the
22 approved Class Counsel Award, Class Representative Enhancements, PAGA Payment and
23 Settlement Administration Costs.

24 R. “Notice Packet” means the Notice of Class Action Settlement in a form
25 substantially similar to the form attached hereto as Exhibit 1.

26 S. “PAGA” means the California Private Attorneys General Act of 2004.

27 T. “PAGA Notice” shall mean the letter dated January 18, 2021 from Class Counsel to
28 the California Labor and Workforce Development Agency regarding *Michael David Madrid v. Saia*

1 *Motor Freight Line, LLC.*

2 U. "PAGA Payment" means the payment made hereunder to the California Labor and
3 Workforce Development Agency (LWDA) pursuant to PAGA.

4 V. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either
5 Plaintiff or Defendant, individually.

6 W. "Payment Ratio" means the respective Compensable Workweeks for each
7 Settlement Class Member divided by the total Compensable Workweeks for all Settlement Class
8 Members.

9 X. "Plaintiff" means Michael David Madrid.

10 Y. "Preliminary Approval Date" means the date on which the Court enters an order
11 granting preliminary approval of the Settlement.

12 Z. "Released Claims" means any and all claims, debts, liabilities, demands,
13 obligations, penalties, guarantees, costs, expenses, attorney's fees, damages, action or causes of
14 action of whatever kind or nature, whether known or unknown, contingent or accrued, that are
15 alleged, reasonably related to or that reasonably could have arisen out of the same facts alleged in
16 the Actions, including, but not limited to: (1) Failure to Pay Minimum Wages; (2) Failure to Pay
17 Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Permit Rest Breaks; (5) Failure
18 to Provide Accurate Itemized Wage Statements; (6) Failure to Pay All Wages Due Upon Separation
19 of Employment; (7) Violation of Business and Professions Code §§ 17200, *et seq.*; and (8) all
20 PAGA violations alleged in the PAGA Action. This Release shall include, without limitation,
21 claims that were raised, or that reasonably could have been raised, under the applicable Wage
22 Orders and California Labor Code provisions of Labor Code §§ 201-204, 210, 226, 226.7, 233,
23 246, 510, 512, 1194, 1198 and/or 2698 *et seq.*, based on alleged violations of these Labor Code
24 provisions (collectively, the "Released Claims"). The period of the Released Claims shall be the
25 Class Period. The Parties agree that the judgment, and release of claims provided herein, shall have
26 *res judicata* effect. The definition of Released Claims shall not be limited in any way by the
27 possibility that Plaintiff or Settlement Class Members may discover new facts or legal theories or
28 legal arguments not alleged in the operative pleadings in the Actions but which might serve as an

alternative basis for pursuing the same claims, causes of action or legal theories of relief falling within the definition of Released Claims.

AA. “Released Parties” means Defendant and all of its present and former parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, joint ventures, and all of their shareholders, officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by through, under or in concert with any of them.

BB. “Request for Exclusion” means a written statement signed by the Class Member requesting exclusion containing the Class Member’s name, address and telephone number to be mailed by Class Members who wish to opt out of the Settlement Class. To be effective, the Request for Exclusion must be post-marked by the Response Deadline and received by the Settlement Administrator.

CC. “Response Deadline” means the date forty-five (45) days after the Settlement Administrator mails Notice Packets to Class Members and the last date on which Class Members may submit Requests for Exclusion or disputes.

DD. “State Court Action” means the lawsuit, entitled *Madrid v. Saia Motor Freight Line, LLC*, filed on May 24, 2021 in the Superior Court for the State of California, County of San Bernardino (Case No. CIV SB 2114565), alleging claims for Violation of the California Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*).

EE. “Settlement” means the disposition of the Actions pursuant to this Agreement.

FF. “Settlement Administrator” means ILYM Group, Inc.

GG. “Settlement Class Members” or “Settlement Class” means all hourly, non-exempt workers employed by Defendant at its California terminal facilities at any time between July 25, 2016 through September 20, 2021 who do not submit a timely and valid Request for Exclusion, as provided in this Agreement, or who did not previously release the Released Claims under a separate agreement.

II. RECITALS

A. On January 18, 2021, Plaintiff filed a Complaint in the Federal Action, asserting

1 causes of action for: (1) Failure to Pay Overtime Wages; (2) Failure to Provide Meal Periods; (3)
2 Failure to Permit Rest Breaks; (4) Failure to Provide Accurate Itemized Wage Statements; (5)
3 Failure to Pay All Wages Due Upon Separation of Employment; and (6) Violation of Business and
4 Professions Code §§ 17200, *et seq.* Plaintiff alleged his claims individually and on behalf of all
5 California citizens currently or formerly employed as non-exempt employees by Defendants in the
6 State of California from July 25, 2016 to the date of class certification. On April 6, 2021, the
7 Complaint was removed to the United States District Court for the Central District of California.

8 B. Also, on January 18, 2021, Plaintiff filed a PAGA Notice with the LWDA regarding
9 *Michael David Madrid v. Saia Motor Freight Line, LLC*, alleging that Defendant violated the
10 following provisions of the California Labor Code: §§ 201-204, 210, 226, 226.7, 510, 512, 558,
11 1174, 1174.5, 1194 and 1198.

12 C. On May 24, 2021, Plaintiff filed a Complaint in the State Court Action for Violation
13 of the California Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et*
14 *seq.*), alleging the same Labor Code violations set forth in the PAGA Notice.

15 D. Through substantial formal and informal discovery, Defendant provided Plaintiff's
16 counsel with data regarding the total number of Class Members, the number of current Class
17 Members, the number of former Class Members, the number of workweeks that the Class Members
18 worked during the Class Period, and the Class Members' average hourly rate of pay during the
19 Class Period. Defendant also produced the relevant written policies and the time and payroll record
20 data for the entire Class.

21 E. On September 20, 2021, the Parties attended private mediation with an experienced
22 mediator, Steve Pearl. The Parties reached a settlement, as provided herein, to settle Plaintiff's
23 claims on a class and representative action basis.

24 F. Defendant denies any liability or wrongdoing of any kind associated with the claims
25 alleged in the Actions, expressly denies that it failed to pay wages due to rounding, failed to pay
26 overtime wages, failed to provide meal periods, failed to permit rest breaks, failed to provide
27 accurate itemized wage statements, failed to pay all wages due upon separation of employment,
28 and/or violated California Business & Professions Code §§ 17200, *et seq.* Defendant also disputes

1 the damages and penalties claimed by Plaintiff and further contends that, for any purpose other than
2 settlement, Plaintiff's claims are not appropriate for class or representative action treatment.
3 Defendant contends, among other things, that, at all times, it has complied with the California Labor
4 Code, California Business & Professions Code and the Industrial Welfare Commission Wage
5 Orders.

6 G. The Plaintiff and Class Representative is represented by Class Counsel. Class
7 Counsel conducted an investigation into the facts relevant to the Actions, including reviewing
8 documents and information provided by Defendant. Based on their own independent investigation
9 and evaluation, Class Counsel are of the opinion that the Settlement with Defendant is fair,
10 reasonable and adequate and in the best interest of the Settlement Class in light of all known facts
11 and circumstances, including the risks of significant delay, defenses asserted by Defendant,
12 uncertainties regarding a class and representative action trial on the merits and numerous potential
13 appellate issues. Although Defendant denies any liability, Defendant is agreeing to this Settlement
14 solely to avoid the cost of further litigation. Accordingly, the Parties and their counsel desire to
15 fully, finally and forever settle, compromise and discharge all disputes and claims arising from or
16 relating to the Action on the terms set forth herein.

17 **III. TERMS OF AGREEMENT**

18 A. Amended PAGA Notice. At the earliest practicable time, Plaintiff will file an
19 amended PAGA Notice with the LWDA, which shall allege that Defendant improperly rounded
20 Class Members' time.

21 B. First Amended Complaint. At the earliest practicable time, the Parties shall
22 stipulate to the filing of a First Amended Complaint in the State Court Action solely for purposes
23 of effectuating the Settlement. The amended pleading shall include the claims alleged in the
24 Federal Court Action, as well as a direct claim and PAGA claim for unpaid wages due to
25 rounding. Should the Settlement not be approved by the Court, the Federal Court Action claims,
26 and the direct claim for unpaid wages due to rounding set forth in the First Amended Complaint,
27 shall be null and void, and such claims added in the First Amended Complaint shall be dismissed
28 without prejudice.

1 C. Stay of Federal Action. The Parties agree to submit a stipulation to the Court in
2 the Federal Action to stay the Federal Action while settlement approval is sought in the State
3 Court Action.

4 D. Settlement Consideration. Defendant shall create the Maximum Settlement Fund.
5 The following will be paid out of the Maximum Settlement Fund: the sum of the Individual
6 Settlement Payments, the Class Representative Enhancement, the Class Counsel Award, PAGA
7 Payment and the Settlement Administration Costs, as specified in this Agreement. In no event shall
8 Defendant be required to pay more than the Maximum Settlement Fund, except that (i) Defendant
9 shall pay any employer-side taxes due on the Individual Settlement Payments in addition to the
10 Maximum Settlement Fund. In addition, if the number of Class Members exceeds 893 by more than
11 10% or the number of workweeks exceeds 77,071 by more than 10%, the Maximum Settlement
12 Fund will increase pro rata per additional class member or per additional workweek, whichever is
13 greater.

14 E. Release By All Settlement Class Members. As of the Effective Date, in exchange
15 for the consideration set forth in this Agreement, Plaintiff and the Settlement Class Members
16 release the Released Parties from the Released Claims for the Class Period. Plaintiff and the
17 Settlement Class Members may hereafter discover facts or legal arguments in addition to or
18 different from those they now know or currently believe to be true with respect to the claims, causes
19 of action and legal theories of recovery in this case which are the subject matter of the Released
20 Claims. Regardless, the discovery of new facts or legal arguments shall in no way limit the scope
21 or definition of the Released Claims, and by virtue of this Agreement, Plaintiff and the Settlement
22 Class Members shall be deemed to have, and by operation of the final judgment approved by the
23 Court, shall have, fully, finally, and forever settled and released all of the Released Claims as
24 defined in this Agreement.

25 F. General Release By Plaintiff. As of the Effective Date, in exchange for the
26 consideration set forth in this Agreement, Plaintiff, for himself and his heirs, successors and assigns,
27 does hereby waive, release, acquit and forever discharge the Released Parties, from any and all
28 claims, actions, charges, complaints, grievances and causes of action, of whatever nature, whether

known or unknown, which exist or may exist on Plaintiff's behalf as of the date of this Agreement, including, but not limited to, any and all tort claims, contract claims, wage claims, wrongful termination claims, disability claims, benefit claims, public policy claims, retaliation claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, *quantum meruit* claims and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance, including, but not limited to, claims for violation of the Fair Labor Standards Act (FLSA), the California Labor Code, the Wage Orders of California's Industrial Welfare Commission, other state wage and hour laws, the Americans with Disabilities Act, the Age Discrimination in Employment Act (ADEA), the Employee Retirement Income Security Act, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, the California Family Rights Act, the Family Medical Leave Act, California's Whistleblower Protection Act, California Business & Professions Code Section 17200 *et seq.* and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance. Plaintiff hereby expressly waives and relinquishes any and all claims, rights or benefits that she may have under California Civil Code § 1542, which provides as follows:

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

Plaintiff may hereafter discover claims or facts in addition to, or different from, those which he now knows or believes to exist, but Plaintiff expressly agrees to fully, finally and forever settle and release any and all claims against the Released Parties, known or unknown, suspected or unsuspected, which exist or may exist on behalf of or against the other at the time of execution of this Agreement, including, but not limited to, any and all claims relating to or arising from Plaintiff's employment with Defendant. The Parties further acknowledge, understand and agree that this representation and commitment is essential to the Agreement and that this Agreement would not have been entered into were it not for this representation and commitment.

1 G. Conditions Precedent: This Settlement will become final and effective only upon
2 the occurrence of all of the following events:

- 3 1. The Court enters an order granting preliminary approval of the Settlement;
- 4 2. The Court enters an order granting final approval of the Settlement and a
5 Final Judgment in the State Court Action;
- 6 3. The time for appeal of the Final Judgment and Order Granting Final
7 Approval of Class Action Settlement expires; or, if an appeal is timely filed, there is a final
8 resolution of any appeal from the Judgment and Order Granting Final Approval of Class Action
9 Settlement; and
- 10 4. Defendant does not invoke its right to revoke the Settlement as provided
11 herein.

12 H. Certification of the Settlement Class. The Parties stipulate to conditional class
13 certification of the Settlement Class for the Class Period for purposes of settlement only. In the
14 event that this stipulation is not approved by the Court, fails to become effective, or is reversed,
15 withdrawn or modified by the Court, or in any way prevents or prohibits Defendant from obtaining
16 a complete resolution of the claims as described herein, the conditional class certification (obtained
17 for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any
18 judicial, administrative or arbitral proceeding for any purpose or with respect to any issue,
19 substantive or procedural.

20 I. Nullification of Settlement Agreement. In the event that this Settlement Agreement
21 is not preliminarily or finally approved by the Court, fails to become effective, or is reversed,
22 withdrawn or modified by the Court, or in any way prevents or prohibits Defendant from obtaining
23 a complete resolution of the claims as described herein:

- 24 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
25 and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or
26 with respect to any issue, substantive or procedural;

2. The conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and

3. None of the Parties to this Settlement will be deemed to have waived any claims, objections, defenses or arguments in the Action, including with respect to the issue of class certification.

J. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments called for hereunder, and Settlement Class Members are not relying on any statement or representation by the Parties in this regard. Settlement Class Members understand and agree that they will be responsible for the payment of any employee taxes and penalties assessed on the Individual Settlement Payments described herein and will hold the Parties free and harmless from and against any claims, liabilities, costs and expenses, including attorney's fees, resulting in any way from personal tax treatment of the payments made pursuant to this Agreement, including the treatment of such payments as not subject to withholding or deduction for payroll and employment taxes (except for any obligation of Defendant to pay its share of employer taxes, if any).

K. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section, the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an "other party") acknowledges and agrees that: (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party, and (3) no attorney or adviser to any other Party

1 has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax
2 strategies (regardless of whether such limitation is legally binding) upon disclosure by the
3 acknowledging party of the tax treatment or tax structure of any transaction, including any
4 transaction contemplated by this Agreement.

5 L. Preliminary Approval Motion. At the earliest practicable time, Plaintiff shall file
6 with the Court a Motion for Order Granting Preliminary Approval and supporting papers, which
7 shall include this Settlement Agreement. Any dispute regarding forms of notices and other
8 documents necessary to implement the Settlement contained in the Stipulation, if not timely
9 resolved among the Parties, shall be referred to the Court. The Parties shall seek a prompt hearing
10 date to obtain preliminary approval of the Settlement.

11 M. Settlement Administrator. The Settlement Administrator shall be responsible for:
12 (a) calculating, processing and mailing payments to the Class Representative, Class Counsel,
13 LWDA, and Settlement Class Members; (b) printing and mailing the Notice Packets to the Class
14 Members as directed by the Court; (c) receiving and reporting the objections and requests for
15 exclusion; (d) distributing tax forms to the Settlement Class Members; (e) providing declaration(s),
16 as necessary, in support of preliminary and/or final approval of this Settlement; and (f) other tasks
17 as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The
18 Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement
19 Administrator responsibilities.

20 N. Settlement Administration.

21 1. Class Data. No later than fifteen (15) business days after the Preliminary
22 Approval Date, Defendant shall provide the Settlement Administrator with the Class Data for
23 purposes of preparing and mailing Notice Packets to Class Members. The Class Data shall be
24 confidential. The Settlement Administrator shall not provide the Class Data to Class Counsel or
25 Plaintiff or any third party, or use the Class Data or any information contained therein for any
26 purpose other than to administer this Settlement.

27 2. Notice Packets.

1 a) The Notice Packet shall contain the Notice of Class Action
2 Settlement in a form substantially similar to the form attached hereto as Exhibit 1. The Notice of
3 Class Action Settlement shall set forth the material terms of the Settlement, including the release
4 to be given by all members of the Settlement Class who do not request to be excluded from the
5 Settlement Class. The Notice Packet also shall be individualized by including the Compensable
6 Workweeks for both the individual Settlement Class Member as well as the entire Class, and the
7 estimated amount of their Individual Settlement Payment.

8 b) The Notice Packet's mailing envelope shall include the following
9 language: "IMPORTANT LEGAL DOCUMENT - YOU ARE ENTITLED TO MONEY FROM
10 A CLASS ACTION SETTLEMENT."

11 3. Notice By First Class U.S. Mail. Upon receipt of the Class Data, the
12 Settlement Administrator will perform a search based on the National Change of Address Database
13 and/or similar database(s) to update and correct any known or identifiable address changes. No
14 later than fourteen (14) calendar days after receiving the Class Data from Defendant as provided
15 herein, the Settlement Administrator shall mail copies of the Notice Packet to all Class Members
16 via regular First Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to
17 determine the current mailing address for each Class Member. The address identified by the
18 Settlement Administrator as the current mailing address shall be presumed to be the best mailing
19 address for each Class Member. In the event more than one address is identified, then the
20 Settlement Administrator shall mail to each potentially valid address.

21 4. Undeliverable Notices. Any Notice Packets returned to the Settlement
22 Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the
23 forwarding address affixed thereto. If no forwarding address is provided, the Settlement
24 Administrator shall promptly attempt to determine a correct address by lawful use of skip-tracing,
25 or other search using the name, address and/or Social Security number of the Class Member
26 involved, and shall then perform a re-mailing, if another mailing address is identified by the
27 Settlement Administrator. Class Members who received a re-mailed Notice Packet shall have their
28 Response Deadline extended fifteen (15) days from the original Response Deadline.

1 5. Disputes Regarding Individual Settlement Payments. Settlement Class
2 Members will have the opportunity, should they disagree with Defendant's records regarding the
3 Compensable Workweeks stated on the Notice of Class Action Settlement, to provide
4 documentation and/or an explanation to show contrary Compensable Workweeks. If there is a
5 dispute, the Settlement Administrator will consult with the Parties to determine whether an
6 adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the
7 amounts of, any Individual Settlement Payments under the terms of this Agreement. The
8 Settlement Administrator's determination of the eligibility for and amount of any Individual
9 Settlement Payment shall be binding upon the Settlement Class Member and the Parties.

10 6. Disputes Regarding Administration of Settlement. Any disputes not
11 resolved by the Settlement Administrator concerning the administration of the Settlement will be
12 resolved by the Court under the laws of the State of California. Prior to any such involvement of
13 the Court, counsel for the Parties will meet and confer in good faith to resolve the disputes without
14 the necessity of involving the Court.

15 7. Request for Exclusion. The Notice of Class Action Settlement contained in
16 the Notice Packet shall state that Class Members who wish to exclude themselves from the
17 Settlement must submit to the Settlement Administrator a signed, written statement requesting
18 exclusion from the Settlement. The written statement must contain the Class Member's name,
19 address, and telephone number. The Request for Exclusion will not be valid if it is not timely
20 submitted by the Response Deadline and received by the Settlement Administrator. The date of
21 the postmark on the return mailing envelope on the Request for Exclusion shall be the exclusive
22 means used to determine whether the Request for Exclusion was timely submitted. Any Class
23 Member who requests to be excluded from the Settlement Class will not be entitled to any recovery
24 under the Settlement and will not be bound by the terms of the Settlement or have any right to
25 object, appeal or comment thereon. Class Members who fail to submit a valid and timely written
26 Request for Exclusion on or before the Response Deadline shall be bound by all terms of the
27 Settlement and any final judgment entered in this Action if the Settlement is approved by the Court.
28 No later than five (5) calendar days after the Response Deadline, the Settlement Administrator shall

1 provide counsel for the Parties with a final list of the Class Members who have timely submitted
2 Requests for Exclusion. At no time shall any of the Parties or their counsel seek to solicit or
3 otherwise encourage members of the Class to submit Requests for Exclusion from the Settlement.

4 8. Objections. All written objections and supporting papers (“Notice of
5 Objection”) must: (a) clearly identify the case name and number, *Michael David Madrid v. Saia*
6 *Motor Freight Line, LLC*, Case No. CIV SB 2114565, (b) state the basis for the objection, (c) state
7 whether the Settlement Class Member intends to appear at the Final Approval/Settlement Fairness
8 Hearing, (d) be signed by the Settlement Class Member; (e) be mailed to the Settlement
9 Administrator by the Response Deadline and (f) postmarked on or before the Response Deadline.
10 Settlement Class Members who fail to send written objections in the manner specified above may
11 appear at the Final Approval/Settlement Fairness Hearing to object. Settlement Class Members who
12 submit a timely Notice of Objection will also have a right to appear at the Final
13 Approval/Settlement Fairness Hearing in order to have their objections heard by the Court. At no
14 time shall any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class
15 Members to file or serve written objections to the Settlement or appeal from the Order and Final
16 Judgment. Class Members who submit a Request for Exclusion are not entitled to object to the
17 Settlement.

18 O. Funding and Allocation of the Maximum Settlement Fund. No later than fifteen
19 (15) business days after the Effective Date, Defendant shall provide the Maximum Settlement Fund
20 to the Settlement Administrator to fund the Settlement, as set forth in this Agreement.

21 1. Individual Settlement Payments. Individual Settlement Payments shall be
22 paid from the Net Settlement Amount and shall be paid pursuant to the formula set forth herein.

23 a) Calculation of Individual Settlement Payments. Using the Class
24 Data, the Settlement Administrator will calculate the total Compensable Workweeks for all
25 Settlement Class Members by adding the number of Compensable Workweeks for each Settlement
26 Class Member during the Class Period. The respective Compensable Workweeks for each
27 Settlement Class Member will be divided by the total Compensable Workweeks for all Settlement
28 Class Members, resulting in the Payment Ratio for each Settlement Class Member. Each

1 Settlement Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount
2 to calculate each Settlement Class Member's estimated Individual Settlement Payments.

3 b) Allocation. For tax purposes, Individual Settlement Payments shall
4 be allocated and treated as follows: twenty percent (20%) of the Net Settlement Amount shall be
5 allocated to wages, subject to applicable withholdings, to be reported on a W-2 form and eighty
6 percent (80%) to penalties, not subject to withholdings and reported on a 1099 form to be issued
7 by the Settlement Administrator.

8 c) Mailing. Individual Settlement Payments shall be mailed by regular
9 First Class U.S. Mail to Settlement Class Members' last known mailing address no later than
10 fourteen (14) calendar days after the Settlement Administrator receives the Maximum Settlement
11 Fund from Defendant.

12 d) Expiration. Any checks issued to Settlement Class Members shall
13 remain valid and negotiable for one hundred and eighty (180) days from the date of their issuance.
14 If a Settlement Class Member does not cash his or her settlement check within 180 days, the
15 uncashed funds, subject to Court approval, shall be transmitted to the California State Controller
16 Unclaimed Property Fund.

17 2. Class Representative Enhancement. Defendant agrees not to oppose or
18 object to any application or motion by Plaintiff for a Class Representative Enhancement of up to
19 Seven Thousand Five Hundred Dollars (\$7,500.00) to Plaintiff. The Class Representative
20 Enhancement is in exchange for the Released Claims, the General Release, and for Plaintiff's time,
21 effort and risk in bringing and prosecuting the Actions. The Settlement Administrator shall pay the
22 Class Representative Enhancement to Plaintiff from the Maximum Settlement Fund no later than
23 fourteen (14) calendar days after the Settlement Administrator receives the Maximum Settlement
24 Fund from Defendant. Any portion of the requested Class Representative Enhancement that is not
25 awarded to the Class Representative shall be part of the Net Settlement Amount and shall be
26 distributed to Settlement Class Members as provided in this Agreement. The Settlement
27 Administrator shall issue an IRS Form 1099-MISC to Plaintiff for his Class Representative
28 Enhancement. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes

1 on his Class Representative Enhancement and shall hold harmless Defendant from any claim or
2 liability for taxes, penalties or interest arising as a result of the Class Representative Enhancement.
3 The Class Representative Enhancement shall be in addition to the Plaintiff's Individual Settlement
4 Payment as a Settlement Class Member. In the event that the Court reduces or does not approve
5 the requested Class Representative Enhancement, Plaintiff shall not have the right to revoke the
6 Settlement, and it will remain binding.

7 3. Class Counsel Award. Defendant agrees not to oppose or object to any
8 application or motion by Class Counsel for attorneys' fees not to exceed one-third (1/3) of the
9 Maximum Settlement Fund (\$400,000.00). Additionally, Defendant shall not oppose an
10 application by Class Counsel for, and Class Counsel shall not seek or receive an amount in excess
11 of \$25,000 from the Maximum Settlement Fund for all past and future litigation costs and expenses
12 necessary to prosecute, settle and administer the Action as supported by a declaration from Class
13 Counsel. The Parties agree that any and all claims for reasonable attorneys' fees and costs have
14 been settled by this Agreement and that neither Plaintiff, Settlement Class Members, nor Class
15 Counsel shall seek payment of attorneys' fees or reimbursement of costs/expenses from Defendant
16 except as set forth in this Agreement. Any portion of the requested Class Counsel Award that is
17 not awarded to Class Counsel shall be part of the Net Settlement Amount and shall be distributed
18 to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall
19 pay the Class Counsel Award to Class Counsel from the Maximum Settlement Fund no later than
20 fourteen (14) calendar days after the Settlement Administrator receives the Maximum Settlement
21 Fund from Defendant. Class Counsel shall be solely and legally responsible to pay all applicable
22 taxes on the payment made pursuant to this paragraph. The Settlement Administrator shall issue
23 an IRS Form 1099-MISC to Class Counsel for the payments made pursuant to this paragraph. In
24 the event that the Court reduces or does not approve the requested Class Counsel Award, Plaintiff
25 and Class Counsel shall not have the right to revoke the Settlement, and it will remain binding.

26 4. PAGA Payment. Fifty Thousand Dollars (\$50,000.00) shall be allocated
27 from the Maximum Settlement Fund for settlement of claims for civil penalties under the PAGA.
28 The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Payment, or

\$37,500.00, to the California Labor and Workforce Development Agency ("LWDA") no later than fourteen (14) calendar days after the Settlement Administrator receives the Maximum Settlement Fund from Defendant. Twenty-five (25%), or \$12,500.00, will be part of the Net Settlement Amount and distributed to Settlement Class Members as described in this Agreement.

5. Settlement Administration Costs. The Settlement Administrator shall be paid for the costs of administration of the Settlement from the Maximum Settlement Fund. The estimate of the Settlement Administration Costs is not to exceed \$11,500. The Settlement Administrator shall be paid the Settlement Administration Costs no later than thirty (30) calendar days after Defendant provides funds to the Settlement Administrator for disbursement under this Agreement.

6. Net Settlement Amount. The Parties estimate the amount of the Net Settlement Amount as follows:

Maximum Settlement Fund	\$	1,200,000
Class Representative Enhancement:	\$	7,500.00
Class Counsels' Fees:	\$	400,000.00
Class Counsels' Costs:		\$25,000.00
PAGA Payment:		\$ 50,000.00
		(\$37,500.00 to the LWDA and \$12,500.00 to remain in the Net Settlement)
<u>Settlement Administration Costs:</u>	<u>\$</u>	<u>11,500.00</u>
Net Settlement Amount	\$	718,500

P. Government Actions Affecting Settlement. If any administrative proceeding or action for the claims released herein is commenced on or before a date that is one (1) year from the Preliminary Approval Date by any federal, state or local government authority, including, without limitation, the U.S. Department of Labor or the California Division of Labor Standards Enforcement, in a *parens patriae* or other function asserting the Released Claims, Plaintiff and Class Counsel will sign an appropriate declaration at the request of Defendant supporting the Settlement and asserting that, in the Parties' opinion, the governmental action is within the scope of this Stipulation, the Action and the Final Judgment.

Q. Final Approval Motion. At the earliest practicable time following the expiration of

1 the Response Deadline, Plaintiff shall file with the Court a Motion for Order Granting Final
2 Approval and Entering Judgment, which motion shall request final approval of the Settlement and
3 the amounts payable for the Class Representative Enhancements, the Class Counsel Award, the
4 PAGA Payment, and the Settlement Administration Costs.

5 1. Declaration by Settlement Administrator. The Settlement Administrator
6 shall submit a declaration in support of Plaintiff's motion for final approval of this Settlement
7 detailing (a) the number of Notice Packets mailed and re-mailed to Class Members, (b) the number
8 of undeliverable Notice Packets, (c) the number of timely Requests for Exclusion, (d) the number
9 of timely objections received, (e) the amount of the average and highest Individual Settlement
10 Payment, (f) the Settlement Administration Costs, and (g) any other information as the Parties
11 mutually agree or the Court orders the Settlement Administrator to provide.

12 2. Final Approval Order and Judgment. The Parties shall present a Judgment
13 and Order Granting Final Approval of Class Action Settlement to the Court for its approval, in the
14 form substantially similar to Exhibit 2. The Final Judgment shall, among other things:

15 (a) Find that the Court has personal jurisdiction over all Class Members and that
16 the Court has subject matter jurisdiction to approve this Stipulation and all exhibits thereto;

17 (b) Approve this Stipulation and the proposed Settlement as fair, reasonable and
18 adequate, consistent and in compliance with all applicable requirements of the California Code of
19 Civil Procedure, the Local Rules of the San Bernardino Superior Court, the California and United
20 States Constitutions (including the Due Process Clauses), and any other applicable law, and in the
21 best interests of each of the Parties and the Class Members; direct the Parties and their counsel to
22 implement this Stipulation according to its terms and provisions; and declare this Stipulation to be
23 binding on Plaintiff and all other Class Members, except those who timely and properly filed
24 Request for Exclusions, as well as their heirs, executors and administrators, successors and assigns;

25 (c) Certify the Settlement Class, for settlement purposes only, and find that an
26 ascertainable class exists and a well-defined community of interest exists in the questions of law
27 and fact involved because in the context of the Settlement: (i) there are questions of law and fact
28 common to the Class Members which, as to the Settlement and all related matters, predominate

1 over any individual questions; (ii) the claims of Plaintiff are typical of the claims of the Class
2 Members; and (iii) in negotiating, entering into and implementing the Settlement, Plaintiff and
3 Plaintiff's Attorneys have fairly and adequately represented and protected the interests of the Class
4 Members;

5 (d) Find that the Notice and notice methodology implemented pursuant to this
6 Stipulation (i) constituted the best practicable notice; (ii) constituted notice that was reasonably
7 calculated, under the circumstances, to apprise Class Members of the pendency of the Action, their
8 right to object to or exclude themselves from the proposed Settlement and their right to appear at
9 the Final Approval/Settlement Fairness Hearing; (iii) were reasonable and constituted due, adequate
10 and sufficient notice to all persons entitled to receive notice; and (iv) met all applicable
11 requirements of the California Code of Civil Procedure, the California and United States
12 Constitutions (including the Due Process Clauses), the Local Rules for the San Bernardino Superior
13 Court, and any other applicable law;

14 (e) Find that Plaintiff and Class Counsel adequately represented the Class for
15 purposes of entering into and implementing the Settlement;

16 (f) Incorporate the Released Claims set forth in this Agreement, make the
17 Released Claims effective as of the Preliminary Approval Date and forever discharge the Released
18 Parties from any claims or liabilities arising from or related to the Action;

19 (g) Permanently bar and enjoin Plaintiff and all Class Members who have not
20 been timely and properly excluded from the Settlement Class, and any person acting on their behalf,
21 from (i) filing, commencing, prosecuting, intervening in, participating in (as class members or
22 otherwise) or receiving any benefits or other relief from, any other lawsuit, in any state or federal
23 court, arbitration, or administrative, regulatory or other proceeding or order in any jurisdiction
24 based on the Released Claims;

25 (h) Authorize the Parties, without further approval from the Court, to agree to
26 and to adopt such amendments, modifications and expansions of this Agreement and all exhibits
27 attached hereto as (i) are consistent with the Final Judgment; and (ii) do not limit the rights of Class
28 Members under the Agreement;

1 (i) Without affecting the finality of the Final Judgment, the Court shall retain
2 continuing jurisdiction over the Actions, the Parties and the Class, as well as the administration and
3 enforcement of the Settlement. Any disputes or controversies arising with respect to the
4 interpretation, consummation, enforcement or implementation of the Settlement shall be presented
5 by motion to the Court; provided however, that nothing in this part shall restrict the ability of the
6 Parties to exercise their rights under Section S.2.a through S.2.h, above.

7 R. Option to Terminate Settlement.

8 1. Defendant's Right to Terminate. If, after the Response Deadline, the total
9 number of Class Members who submitted timely and valid Requests for Exclusion from the
10 Settlement is at least five percent (5%) of all Class Members, Defendant shall have, in its sole
11 discretion, the option to terminate this Settlement. If Defendant exercises the option to terminate
12 this Settlement, Defendant shall: (a) provide written notice to Class Counsel within seven (7)
13 calendar days after the Response Deadline; (b) pay all Settlement Administration Costs incurred up
14 to the date or as a result of the termination; and (c) pay the costs of the Settlement Administrator
15 for mailing the notice of termination to Class Members; and the Parties shall proceed in all respects
16 as if this Agreement had not been executed.

17 2. Termination due to Material Modification of Agreement by Court. If the
18 Court modifies this Agreement in a material manner, the adversely-affected Party shall have the
19 right to void the Agreement.

20 S. Motions for Preliminary and Final Approval. Class Counsel will provide an
21 opportunity for Counsel for Defendant to review the Motions for Preliminary and Final Approval
22 at least seven (7) days prior to filing with the Court. The Parties and their counsel will cooperate
23 with each other and use their best efforts to effect the Court's approval of the Motions for
24 Preliminary and Final Approval of the Settlement.

25 T. No Impact on Benefit Plans. Neither this Settlement nor any amounts paid under
26 the Settlement will modify any previously credited hours or service under any employee benefit
27 plan, policy or bonus program sponsored by Defendant. Such amounts will not form the basis for
28 additional contributions to, benefits under, or any other monetary entitlement under Defendant-

1 sponsored benefit plans, policies or bonus programs. The payments made under the terms of this
2 Stipulation shall not be applied retroactively, currently or on a going forward basis, as salary,
3 earnings, wages or any other form of compensation for the purposes of Defendant's benefit plan,
4 policy or bonus program. Defendant retains the right to modify the language of its benefit plans,
5 policies and bonus programs to effect this intent, and to make clear that any amounts paid pursuant
6 to this Settlement are not for "hours worked," "hours paid," "hours of service," or any similar
7 measuring term as defined by applicable plans, policies and bonus programs for purposes of
8 eligibility, vesting, benefit accrual or any other purpose, and that additional contributions or
9 benefits are not required by this Settlement.

10 U. Notices. Unless otherwise specifically provided herein, all notices, demands, or
11 other communications given hereunder shall be in writing and shall be deemed to have been duly
12 given as of the third (3rd) business day after mailing by United States certified mail, return receipt
13 requested, addressed as follows:

14 To Plaintiff and the Class:

15 **AEGIS LAW FIRM, PC**

16 Samuel A. Wong, State Bar No. 217104

17 Kashif Haque, State Bar No. 218672

18 Jessica L. Campbell, State Bar No. 280626

19 Kristy R. Connolly, State Bar No. 328477

20 9811 Irvine Center Drive, Suite 100

Irvine, California 92618

Telephone: (949) 379-6250

Facsimile: (949) 379-6251

21 To Defendant:

22 **BRYAN CAVE LEIGHTON PAISNER LLP**

23 Allison C. Eckstrom

24 1920 Main Street, Suite 100

Irvine, California 92614-7276

Telephone: (949) 223-7000

Facsimile: (949) 223-7100

26 V. Cooperation. The Parties and their counsel will cooperate with each other and use
27 their best efforts to effect the implementation of the Settlement.

1 W. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the
2 Actions, except such proceedings necessary to implement and complete the Settlement, pending
3 the Final Approval/Settlement Fairness Hearing to be conducted by the Court.

4 X. Admissibility of Agreement. This Agreement shall not be admissible in any
5 proceeding for any purpose, except to enforce it according to its terms.

6 Y. Amendment or Modification. This Agreement may be amended or modified only
7 by a written instrument signed by counsel for all Parties or their successors-in-interest.

8 Z. Entire Agreement. This Agreement and any attached Exhibits constitute the entire
9 Agreement among these Parties, and no oral or written representations, warranties or inducements
10 have been made to any Party concerning this Agreement or its Exhibits other than the
11 representations, warranties and covenants contained and memorialized in the Agreement and its
12 Exhibits.

13 AA. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant
14 and represent they are expressly authorized by the Parties whom they represent to negotiate this
15 Agreement and to take all appropriate actions required or permitted to be taken by such Parties
16 pursuant to this Agreement to effectuate its terms, and to execute any other documents required to
17 effectuate the terms of this Agreement. The persons signing this Agreement on behalf of Defendant
18 represent and warrant that they are authorized to sign this Agreement on behalf of Defendant.
19 Plaintiff represents and warrants that he is authorized to sign this Agreement and that he has not
20 assigned any claim, or part of a claim, covered by this Settlement to a third-party.

21 BB. Binding on Successors and Assigns. This Agreement shall be binding upon, and
22 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

23 CC. California Law Governs. All terms of this Agreement and the Exhibits hereto and
24 any disputes arising hereunder shall be governed by and interpreted according to the laws of the
25 State of California.

26 DD. Counterparts. This Agreement may be executed in one or more counterparts and
27 through DocuSign signatures. All executed counterparts and each of them shall be deemed to be
28

one and the same instrument provided that counsel for the Parties to this Agreement shall exchange among themselves copies or originals of the signed counterparts.

EE. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement is a fair, adequate and reasonable settlement of this Action and have arrived at this Settlement after extensive arms-length negotiations, taking into account all relevant factors, present and potential.

FF. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with respect to the interpretation, implementation and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the Settlement embodied in this Agreement and all orders and judgments entered in connection therewith. To the extent any Party seeks to enforce any of the terms of this Agreement, the prevailing party in any such enforcement action shall be entitled to seek its attorneys' fees and costs incurred therewith.

GG. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

HH. Publicity. Defendant may disclose the terms and contents of the Settlement, as required under its contractual and legal obligations. Plaintiff and Class Counsel agree not to issue press releases, communicate with, or respond to any media or publication entities, publish information in manner or form, whether printed or electronic, on any medium or otherwise communicate, whether by print, video, recording or any other medium, with any person or entity concerning the Settlement, including the fact of the Settlement, its terms or contents and the negotiations underlying the Settlement, except as shall be contractually required to effectuate the terms of the Settlement as set forth herein. Nothing stated herein shall prohibit Class Counsel from discussing the Settlement, the fact of Settlement, and its terms and conditions with Class Members, or from filing all necessary motions and supporting memoranda related to preliminary and final

1 approval of the Settlement. Nothing stated herein shall prohibit Class Counsel from including
2 publicly-available information in their declarations regarding their qualifications in other cases.
3 Class Counsel and counsel for Defendant shall not place notice of the Settlement on their respective
4 websites.

5 II. No Unalleged Claims. Plaintiff and Class Counsel represent that they do not
6 currently intend to pursue any claims against Defendant, including, but not limited to, any and all
7 claims relating to or arising from Plaintiff's employment with Defendant, and that Class Counsel
8 is not currently aware of any facts or legal theories upon which any claims or causes of action could
9 be brought against Defendant. The Parties further acknowledge, understand, and agree that this
10 representation is essential to the Agreement and that this Agreement would not have been entered
11 into were it not for this representation.

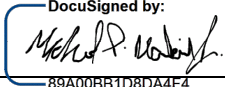
12 JJ. Waiver of Certain Appeals. With the exception of the Class Representative
13 Enhancements and Class Counsel Award, the Parties agree to waive any and all rights to appeal,
14 this waiver being contingent upon the Court entering the Final Judgment. This waiver includes
15 waiver of all rights to any post-judgment proceeding and appellate proceeding, including, but not
16 limited to, motions for relief from judgment and motions to amend or alter the judgment.

17 KK. No Admissions. Plaintiff has claimed and continues to claim that the Released
18 Claims have merit and give rise to liability on the part of Defendant. Defendant has claimed and
19 continues to claim that the Released Claims have no merit and do not give rise to liability. This
20 Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no
21 documents referred to herein and no action taken to carry out this Agreement may be construed or
22 used as an admission by or against the Defendant or Plaintiff or Class Counsel as to the merits or
23 lack thereof of the claims asserted.

24 LL. Return of All Documents Produced by Defendant. Plaintiff and Class Counsel agree
25 to return or destroy all confidential documents and electronic information produced by Defendant
26 in the Action within thirty (30) days after the entry of the Final Judgment by the Court upon demand
27 by Defendant's Counsel.
28

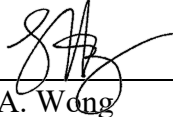
1 Dated: November 2, 2021

PLAINTIFF

2 By: 
 3 MICHAEL DAVID MADRID

4 Dated: November 3, 2021

AEGIS LAW FIRM, PC

5 By: 
 6 Samuel A. Wong
 7 Kashif Haque
 8 Jessica L. Campbell
 9 Kristy R. Connolly
 Class Counsel and Counsel for Plaintiff

10 Dated: _____, 2021

**DEFENDANT SAIA MOTOR FREIGHT LINE,
LLC**

11 By: _____
 12 Name: _____
 13 Title: _____

14 Dated: _____, 2021

BRYAN CAVE LEIGHTON PAISNER LLP

15 By: _____
 16 Allison C. Eckstrom
 17 Attorneys for Defendant
 18 Saia Motor Freight Line, LLC

BRYAN CAVE LEIGHTON PAISNER LLP
 120 BROADWAY, SUITE 300
 SANTA MONICA, CA 90401-2386

1 Dated: _____, 2021

PLAINTIFF

2 By: _____
3 MICHAEL DAVID MADRID

4 Dated: _____, 2021

AEGIS LAW FIRM, PC

5 By: _____
6 Samuel A. Wong
7 Kashif Haque
8 Jessica L. Campbell
9 Kristy R. Connolly
Class Counsel and Counsel for Plaintiff

10 Dated: November 2, 2021

DEFENDANT SAIA MOTOR FREIGHT LINE,
LLC

11 By: *Marlin D. Maxwell*
12 Name: MARLIN D. MAXWELL
13 Title: DIRECTOR OF LEGAL AFFAIRS

14
15 Dated: November 2, 2021

BRYAN CAVE LEIGHTON PAISNER LLP

16
17 *Allison Eckstrom*
18 By: _____
19 Allison C. Eckstrom
20 Attorneys for Defendant
21 Saia Motor Freight Line, LLC
22
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EXHIBIT 1

NOTICE OF CLASS ACTION SETTLEMENT

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

MICHAEL DAVID MADRID,
individually and on behalf of all others
similarly situated,

Plaintiff,

vs.

SAIA MOTOR FREIGHT LINE, LLC;
and DOES 1 through 20, inclusive,

Defendant.

Case No. CIVSB2114565

**IMPORTANT LEGAL NOTICE –
THIS LAWSUIT SETTLEMENT
MAY AFFECT YOUR RIGHTS**

A California court authorized this notice. This is not a solicitation from a lawyer. This is not a lawsuit against you and you are not being sued. However, your legal rights are affected whether you act or don't act.

**IMPORTANT: YOU ARE ENTITLED TO MONEY IF THE COURT
APPROVES THE SETTLEMENT DESCRIBED HEREIN**

Mr./Ms. **[Insert Name]**:

**THE RECORDS OF SAIA MOTOR FREIGHT LINE, LLC
("DEFENDANT" OR "SAIA") SHOW THAT YOU WERE EMPLOYED BY
DEFENDANT AS AN HOURLY, NON-EXEMPT EMPLOYEE AT A
CALIFORNIA TERMINAL FACILITY AT SOME TIME BETWEEN JULY
25, 2016, AND SEPTEMBER 20, 2021, AND YOU ARE ELIGIBLE FOR A
PAYMENT FROM A CLASS ACTION SETTLEMENT.**

**IT IS ESTIMATED THAT YOUR POTENTIAL PAYMENT UNDER THIS
SETTLEMENT WOULD BE \$ **[REDACTED]**.**

**IMPORTANT: YOU WILL BE BOUND BY THIS SETTLEMENT AND
YOUR RIGHTS WILL BE AFFECTED BY THIS LITIGATION UNLESS**

Exhibit 1

**YOU EXCLUDE YOURSELF FROM THE CLASS AS EXPLAINED
BELOW.**

PLEASE READ THIS NOTICE CAREFULLY.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing	You will receive a payment under the Settlement. But you will not be able to bring your own lawsuit against Saia for wage and hour violations that relate to the claims brought in this Lawsuit.
Exclude Yourself	Receive no payment under the Settlement and retain all rights you may have against Saia.
Object	Write to the Court about why you believe that the settlement is unfair.
Go to a Hearing	Ask to speak in Court about the fairness of the settlement.

**YOUR RIGHTS AND OPTIONS - AND THE DEADLINES TO EXERCISE
THEM - ARE EXPLAINED IN THIS NOTICE.**

WHY DID YOU RECEIVE THIS NOTICE?

This notice explains the nature of this lawsuit, as well as a proposed settlement of this lawsuit, and informs you of your legal rights under that proposed settlement. You are receiving this notice because you may be a member of a class on whose behalf this class action lawsuit has been brought. The Court has conditionally certified a class for settlement purposes comprised of:

All hourly, non-exempt workers employed by Saia at its California terminal facilities at any time between July 25, 2016 and September 20, 2021. (“Class” or “Class Members”).

The Court has appointed as class counsel Aegis Law Firm, PC (“Class Counsel”).

WHAT IS THIS LAWSUIT ABOUT?

This settlement is the result of two lawsuits filed by plaintiff Michael David Madrid (“Plaintiff”) against Saia. On January 18, 2021, Plaintiff filed a Complaint

Exhibit 1

against Saia in the San Bernardino Superior Court asserting claims and seeking damages for: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Permit Rest Breaks; (5) Failure to Provide Accurate Itemized Wage Statements; (6) Failure to Pay All Wages Due Upon Separation of Employment; and (7) Violation of Business And Professions Code §§ 17200, *et seq.* Plaintiff alleged his claims individually and on behalf of all California citizens currently or formerly employed as non-exempt employees by Defendants in the State of California from July 25, 2016 to the date of class certification. On April 6, 2021, the Complaint was removed to the United States District Court for the Central District of California, and given Case No. 5:21-cv-00613-JWH (SHKx). On May 24, 2021, Plaintiff filed a second Complaint against Saia for Violation of the California Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*) (“PAGA”) in the San Bernardino Superior Court, Case No. CIV SB 2114565, seeking penalties against Saia for the same conduct alleged in the first lawsuit. The claims in the first complaint have been added to the second complaint and are collectively referred to herein as the “Action.” The Parties have also agreed to allow Plaintiff to add an additional claim for the alleged failure to pay minimum wage and/or overtime compensation due to rounding of timeclock entries.

Defendant denied the allegations in the Action. Defendant denied any liability or wrongdoing of any kind associated with any of the claims alleged in the Action. In addition, Defendant denied, and continues to deny, that the Action could or should be certified or could or should proceed as a class or representative action.

THE COURT HAS NOT RULED ON THE MERITS OF PLAINTIFF’S CLAIMS, DEFENDANT’S DEFENSES, OR THE SUBSTANTIVE CONTENTIONS OF THE PARTIES. NO INFERENCES REGARDING THE MERITS OF THE LITIGATION SHOULD BE DRAWN FROM THE SENDING OF THIS NOTICE. THIS NOTICE IS NOT MEANT TO IMPLY THAT THERE HAS BEEN ANY VIOLATION OF LAW OR WRONGDOING BY ANY PARTY OR THAT A RECOVERY AFTER TRIAL COULD BE HAD IF THE LITIGATION IS NOT SETTLED.

SUMMARY OF THE SETTLEMENT

A. Why is there a settlement?

Exhibit 1

The Court did not decide in favor of Plaintiff or Defendant. Plaintiff thinks he would have prevailed on his claims at a trial. Defendant does not think Plaintiff would have won anything from a trial because Defendant has asserted legal and factual defenses to the claims. But there was no trial. Instead, both sides agreed to a settlement. That way, they avoid the costs, risks and uncertainty of a trial, and the people affected will get compensation. Plaintiff and Class Counsel think the settlement is fair, reasonable, adequate and in the best interests of all members of the Class. The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable.

B. Who is in the Settlement Class?

All hourly, non-exempt workers employed by Defendant at its California terminal facilities at any time between July 25, 2016 through September 20, 2021, and who do not opt out of the settlement as explained below, would be part of the “Settlement Class” (also referred to as a “Settlement Class Member”). The period of time between July 25, 2016 and September 20, 2021 is referred to as the “Class Period.”

C. Who are the attorneys representing the parties?

<u>CLASS COUNSEL</u>	<u>COUNSEL FOR DEFENDANT</u>
AEGIS LAW FIRM, PC Samuel A. Wong swong@aegislawfirm.com Kashif Haque khaque@aegislawfirm.com Jessica L. Campbell jcampbell@aegislawfirm.com Kristy R. Connolly kconnolly@aegislawfirm.com 9811 Irvine Center Drive, Suite 100 Irvine, California 92618 Telephone: (949) 379-6250 Facsimile: (949) 379-6251	BRYAN CAVE LEIGHTON PAISNER LLP Allison C. Eckstrom allison.eckstrom@bclplaw.com 1920 Main Street, Suite 100 Irvine, California 92614-7276 Telephone: (949) 223-7000 Facsimile: (949) 223-7100

D. What does the settlement provide?

Exhibit 1

The Defendant shall pay, or cause to be paid, cash compensation to each Settlement Class Member based on the number of workweeks in which each Settlement Class Member worked during the Class Period (“Compensable Workweeks”). The identified Settlement Class Members shall receive a pro rata share of the Net Settlement Amount. The amount to be distributed to the Settlement Class, or the “Net Settlement Amount,” shall be determined by deducting the amounts awarded for the Class Counsel Award (not to exceed \$400,000.00 in attorneys’ fees and \$25,000.00 in attorneys’ costs), the Class Representative Enhancement (not to exceed \$7,500.00), the payment of \$37,500.00 to the California Labor & Workforce Development Agency (LWDA), and Settlement Administration Costs (not to exceed \$11,500) from the total consideration of One Million Two Hundred Thousand Dollars (\$1,200,000.00) (the “Maximum Settlement Amount”). It is estimated that the Net Settlement Amount will be approximately \$718,500.

Settlement Class Members are not required to submit a claim form as a condition of receiving an Individual Settlement Payment. Instead, Settlement Class Members will automatically receive an Individual Settlement Payment based on the number of Compensable Workweeks set forth below unless they timely opt out of the Settlement.

The Individual Settlement Payment shall be determined by dividing the Net Settlement Amount distributable to the Settlement Class by the total Compensable Workweeks that have accrued for the Settlement Class during the Class Period, and multiplying that amount by the number of Compensable Workweeks applicable to the individual Settlement Class Member. Compensable Workweeks will be separately and distinctly calculated for each Settlement Class Member. Only Settlement Class Members who can be identified by the Settlement Administrator will receive a Settlement Payment. No Settlement Payments will be sent to any Settlement Class Member for whom a current address has not been identified.

If any Settlement Class Member does not cash his/her settlement check within one hundred eighty (180) Days after the Settlement Administrator mails the Settlement Payment to the Settlement Class Member, the Settlement Administrator shall transmit the Settlement Payment to the State Controller Unclaimed Property Fund.

All Individual Settlement Payments shall be allocated as follows: twenty percent (20%) of the Net Settlement Amount shall be allocated to wages, subject to applicable withholdings, to be reported on a W-2 form and eighty percent (80%) to penalties and interest, not subject to withholdings and reported on a 1099 form to be issued by the Settlement Administrator. No taxes will be withheld or paid by Defendant with respect to the Settlement Payments allocated to penalties and

Exhibit 1

interest. Each individual Settlement Class Member shall be responsible for his/her share of taxes due on the portion of his or her Settlement Payment. To ensure compliance with requirements imposed by the IRS, we inform you that any United States federal tax advice contained in this Notice was not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

E. What will I get?

The records of the Defendant indicate that, during the Class Period, the number of workweeks that you worked was:

Compensable Workweeks
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Based on this number of Compensable Workweeks, it is estimated that your Individual Settlement Payment will be \$. If you dispute the number of Compensable Workweeks, you must notify the Settlement Administrator in writing of this dispute by , , and provide documents (*e.g.*, payroll records) evidencing your claim. Any dispute over the number of Compensable Workweeks that cannot be resolved by the parties shall be submitted to the Settlement Administrator for a final and binding determination.

F. What is the payment to the Class Representative?

Subject to Court approval, Plaintiff will be paid a “Class Representative Enhancement” in an amount up to seven thousand five hundred dollars (\$7,500.00) for his service as class representative, providing Defendant with a general release of any claims he may have, as well as his willingness to accept the risk of paying Defendant’s attorneys’ fees and costs in the event of an unsuccessful outcome.

G. How will Class Counsel be paid?

Class Counsel will apply to the Court for an award of reasonable attorneys’ fees in an amount up to one-third (1/3) of the One Million Two Hundred Thousand Dollars (\$1,200,000.00) recovered for the Class (*i.e.*, \$400,000.00) and reasonable costs of up to \$25,000.00 (“Class Counsel Award”).

H. What are you giving up to get a payment or stay in the Class?

Exhibit 1

The Settlement is intended to settle all claims against Defendant that were or will be plead, or could have been plead under the Labor Code, Wage Orders, or state or local wage and hour laws, based on the facts alleged in the Action, including claims for: (a) failure to pay minimum wage; (b) failure to pay overtime wages; (c) failure to provide meal periods; (d) failure to permit rest breaks; (e) failure to provide accurate itemized wage statements; (f) failure to pay all wages due upon separation of employment; (g) violation of Business and Professions Code §§ 17200, et seq.; and (h) all damages, including, but not limited to, civil and statutory penalties, interest and other amounts recoverable under said claims, causes of action or legal theories of relief identified above in (a)-(h). The release of claims set forth below in Section I which describes exactly the legal claims that you will give up if you do not exclude yourself from the Settlement Class, will extend to Defendant and its past, present and/or future parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, joint ventures, and all of their shareholders, officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by through, under or in concert with any of them (“Released Parties”).

If you do not elect to exclude yourself from the Settlement Class, you will be deemed to have entered into the release of claims and to have released your claims against the Released Parties. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

I. What are the Released Claims?

Plaintiff and the Settlement Class Members fully and finally release the Released Parties from the following claims: any and all claims, debts, liabilities, demands, obligations, penalties, guarantees, costs, expenses, attorney’s fees, damages, action or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, that are alleged, related to or that reasonably could have arisen out of the same facts alleged in the Action, including, but not limited to: (1) Failure to Pay Overtime Wages; (2) Failure to Provide Meal Periods; (3) Failure to Permit Rest Breaks; (4) Failure to Provide Accurate Itemized Wage Statements; (5) Failure to Pay All Wages Due Upon Separation of Employment; and (6) Violation of Business and Professions Code §§ 17200, et seq. and all PAGA violations alleged in the PAGA Action. This Release shall include, without limitation, claims that were or will be raised, or that reasonably could have been raised, under the applicable Wage Orders and California Labor Code provisions, including Labor Code §§ 201-204, 210, 226, 226.7, 233, 246, 510, 512, 1194, 1198 and/or 2698 et seq., based on alleged violations of these Labor Code provisions. The period of the Released

Exhibit 1

Claims shall be the Class Period. The Parties agree that the judgment, and release of claims provided herein, shall have *res judicata* effect. The definition of Released Claims shall not be limited in any way by the possibility that Plaintiff or Settlement Class Members may discover new facts or legal theories or legal arguments not alleged in the operative pleadings in the Action but which might serve as an alternative basis for pursuing the same claims, causes of action or legal theories of relief falling within the definition of Released Claims.

This means that, if you currently have a case pending, or plan to file a case based on the above claims, you must exclude yourself from this class action in order to proceed on your own. You will be solely responsible for the costs of hiring your own attorney and proceeding on your own. If you wish instead to receive the benefits of this Settlement, and waive your right to proceed on your own, you should participate in this Settlement (do not exclude yourself).

THE SETTLEMENT HEARING

The Court will conduct a final fairness hearing regarding the proposed Settlement (the “Final Approval/Settlement Fairness Hearing”) on _____, _____, at _____ .m., in Courtroom _____ of the San Bernardino County Superior Court, 247 W. Third Street, San Bernardino, CA 92415. The Court will determine: (i) whether the Action should be finally certified as a class action solely and exclusively for Settlement purposes; (ii) whether the Settlement should be given the Court’s final approval as fair, reasonable, adequate and in the best interests of the Settlement Class Members, and if so, whether to enter a judgment fully and finally resolving Plaintiff’s and Settlement Class Members’ claims against Defendant; (iii) whether the Settlement Class Members should be bound by the terms of the Settlement, including the release of claims; (iv) the amount of the attorneys’ fees and expenses to be awarded to Class Counsel; and (v) the amount that should be awarded to Plaintiff for the Class Representative Enhancement. At the Final Approval/Settlement Fairness Hearing, the Court will hear all timely and properly submitted objections, as well as arguments for and against the proposed Settlement. Assuming you do not elect to exclude yourself from the Settlement, you have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you, or to enter an appearance and represent yourself. The Court has reserved the right to adjourn the Final Approval/Settlement Fairness Hearing to consider any issue, without further notice of any kind.

WHAT ARE YOUR OPTIONS?

Exhibit 1

OPTION 1 – REMAIN A SETTLEMENT CLASS MEMBER. IF YOU WISH TO REMAIN A SETTLEMENT CLASS MEMBER AND OBTAIN ANY SHARE OF THE SETTLEMENT THAT YOU MAY BE ENTITLED TO RECEIVE, YOU DO NOT NEED TO DO ANYTHING OTHER THAN MAKE SURE THE SETTLEMENT ADMINISTRATOR HAS YOUR CURRENT ADDRESS. YOU ARE NEVER REQUIRED TO GO TO COURT OR PAY ANYTHING TO THE LAWYERS IN THIS CASE. If the Court approves the proposed Settlement, you automatically will be mailed your share of the Settlement proceeds. If the Court does not approve the Settlement, the lawsuit will continue, and you may or may not be designated a Class Member at a later time. If your address information is incorrect or you move, provide your current address to: [REDACTED] (the “Settlement Administrator”) at [REDACTED].

OPTION 2 – REMAIN A SETTLEMENT CLASS MEMBER AND OBJECT TO THE SETTLEMENT.

You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object in writing.

Your written objection must: (a) clearly identify the case name and number, *Michael David Madrid v. Saia Motor Freight Line, LLC*, Case No. CIV SB 2114565, (b) state the basis for the objection, (c) state whether the Settlement Class Member intends to appear at the Final Approval/Settlement Fairness Hearing, (d) be signed by the Settlement Class Member; (e) be mailed to the Settlement Administrator by the Response Deadline and (f) postmarked on or before the Response Deadline.

Settlement Class Members who fail to send written objections in the manner specified above may appear at the Final Approval/Settlement Fairness Hearing to object. Settlement Class Members who submit a timely Notice of Objection will also have a right to appear at the Final Approval/Settlement Fairness Hearing in order to have their objections heard by the Court. Please note that Class Members who submit a Request for Exclusion are not entitled to object to the Settlement.

OPTION 3 – EXCLUDE YOURSELF FROM THE CLASS. You have a right to exclude yourself (“opt out”) from the Class, but if you choose to do so, **YOU WILL NOT RECEIVE ANY BENEFITS FROM THE PROPOSED SETTLEMENT AND YOU WILL NOT HAVE STANDING TO OBJECT TO THE SETTLEMENT.** You will not be bound by a judgment in this case, you will not

Exhibit 1

release your claims against the Defendant, and you will have the right to file your own lawsuit against the Defendant and pursue your own claims in a separate suit. If you want to exclude yourself from the Class, you must complete and sign a written request for exclusion containing your name, address and telephone number to: [REDACTED], Settlement Administrator, [REDACTED]. Your written request for exclusion must be postmarked on or before [REDACTED], [REDACTED] and received by the Settlement Administrator. Any request for exclusion post-marked after this date or not received by the Settlement Administrator shall be of no force and effect. Any Class Member who files a complete and timely request for exclusion shall, upon receipt by the Settlement Administrator, no longer be a member of the Settlement Class, shall be barred from objecting to and participating in any portion of the Settlement, and shall receive no benefits from the Settlement. Any such person, at their own expense, may pursue any claims he/she may have against Defendant.

ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the settlement agreement and approval papers available at [www.\[REDACTED\].com](http://www.[REDACTED].com), by contacting Class Counsel at their contact information above, the Settlement Administrator at [REDACTED], by accessing the Court docket in this case through the Court's website at www.sb-court.org, or by visiting the office of the Clerk of the Court for the San Bernardino Superior Court, 247 W. Third Street, San Bernardino, CA 92415 between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

ALL INQUIRIES REGARDING THIS LITIGATION SHOULD BE MADE TO THE SETTLEMENT ADMINISTRATOR:

XXXXXX
XXXXXX
XXXXXX

You may also call Class Counsel listed above. **PLEASE DO NOT CONTACT THE COURT OR DEFENDANT'S COUNSEL FOR INFORMATION.**

EXHIBIT 2

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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF SAN BERNARDINO**

11 MICHAEL DAVID MADRID, individually
12 and on behalf of all others similarly situated,

13 Plaintiff,

14 vs.

15 SAIA MOTOR FREIGHT LINE, LLC; and
16 DOES 1 through 20, inclusive,

17 Defendant.
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Case No. CIVSB2114565

Assigned for all purposes to:
Judge David Cohn, Dept. S26

**[PROPOSED] JUDGMENT AND ORDER
GRANTING FINAL APPROVAL OF
CLASS AND PAGA ACTION
SETTLEMENT AND RELEASE OF
CLAIMS**

1 This matter came on for hearing on [REDACTED], 2021, on Plaintiff Michael David
2 Madrid's ("Plaintiff" or "Class Representative") unopposed Motion for Final Approval of Class
3 Action and PAGA Settlement and for Judgment in this action on the terms set forth in the
4 Stipulation of Class and PAGA Action Settlement and Release of Claims (the "Settlement
5 Agreement"), attached hereto as Exhibit 1.¹ Due and adequate Notice having been given to the
6 members of the Class, and the Court having considered the Settlement Agreement, all papers and
7 proceedings held herein, and all oral and written comments received regarding the proposed
8 Settlement Agreement, and having reviewed the entire record in this action, *Michael David Madrid*
9 *v. Saia Motor Freight Line, LLC*, Case No. CIVSB2114565 ("the Action"), and good cause
10 appearing, the Court finds that:

11 WHEREAS, Plaintiff has alleged claims against Defendant Saia Motor Freight Line, LLC
12 ("Defendant") on behalf of himself and all hourly, non-exempt workers employed by Defendant at
13 its California terminal facilities at any time between July 25, 2016 through September 20, 2021;

14 WHEREAS, Plaintiff asserts class claims for: (1) Failure to Pay Minimum Wage; (2)
15 Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Permit Rest
16 Breaks; (5) Failure to Provide Accurate Itemized Wage Statements; (6) Failure to Pay All Wages
17 Due Upon Separation of Employment; (6) Violation of Business and Professions Code §§ 17200,
18 et seq.; and (7) derivative PAGA claims;

19 WHEREAS, Defendant expressly denies the allegations of wrongdoing and violations of
20 law alleged in this Action and further denies any liability whatsoever to Plaintiff or to the Class
21 Members;

22 WHEREAS, without admitting any liability, claim or defense, the Parties determined that
23 it was mutually advantageous to settle this Action and avoid the costs, delay, uncertainty and
24 business disruption of ongoing litigation;

25 WHEREAS, this Court granted preliminary approval of the Stipulation of Class and PAGA
26 Action Settlement and Release of Claims in this Action on [REDACTED], 2021 ("Preliminary
27

28 ¹ All capitalized terms appearing in this Order that are not defined herein shall have the meanings assigned to them in the Parties Settlement Agreement.

Approval Order”);

WHEREAS, the Class Notice was sent to the Class Members in accordance with the Preliminary Approval Order; and

WHEREAS, a final fairness hearing on the proposed Settlement Agreement having been duly held and a decision reached,

NOW, therefore, the Court GRANTS final approval of the Settlement Agreement, and IT IS HEREBY ORDERED THAT:

1. The Court has jurisdiction over the subject matter of this Action, Defendant, and the Class Members.

2. The Court has determined that the Class Notice given to the Class Members fully and accurately informed all Class Members of all material elements of the proposed Class Settlement — including the plan of distribution of the Maximum Settlement Fund, the PAGA Payment, the application for Class Representative Enhancement to Plaintiff, the application for Settlement Administrator payment, and the application for Class Counsels’ Award — constituted the best notice practicable under the circumstances, constituted valid, due and sufficient notice to all Class Members, and complied fully with the California Code of Civil Procedure section 382, and the California and the United States Constitutions, and any other applicable laws.

3. The Court hereby grants final approval of the Settlement Agreement as fair, reasonable and adequate in all respects to the Class Members pursuant to California Code of Civil Procedure section 382, and orders the Parties and the Settlement Administrator to implement all remaining terms of the Settlement Agreement pertaining to the distribution of the Maximum Settlement Fund and Net Settlement Amount in accordance with the terms of the Settlement Agreement.

4. The plan of distribution as set forth in the Settlement Agreement providing for the distribution of the Net Settlement Amount to Settlement Class Members is hereby finally approved as being fair, reasonable, and adequate pursuant to California Code of Civil Procedure section 382. The Court hereby gives final approval to and orders the payment of those amounts be made to the

1 participating Settlement Class Members in accordance with the Settlement Agreement.

2 5. As previously held in the Court's Preliminary Approval Order, the Class for
3 settlement purposes is appropriate under California Code of Civil Procedure section 382 and related
4 case law and is defined as follows:

5 "All hourly, non-exempt workers employed by Defendant at its California terminal facilities
6 at any time between July 25, 2016 through September 20, 2021."

7 6. As previously held in the Court's Preliminary Approval Order, the Court appoints
8 Aegis Law Firm, PC as Class Counsel.

9 7. The Court hereby confirms Plaintiff Michael David Madrid as the Class
10 Representative in this Action.

11 8. The Court approves payment of the California Labor and Workforce Development
12 Agency of \$37,500.00 as the PAGA Payment, which shall be paid from, and not in addition to, the
13 Maximum Settlement Fund. The Court hereby gives final approval to and orders that the payment
14 of that amount be paid in accordance with the Settlement Agreement.

15 9. The Court approves payment of the Class Representative Enhancement of \$7,500.00
16 to Plaintiff for his service to the Class, which shall be paid from, and not in addition to, the
17 Maximum Settlement Fund. The Court hereby orders the Administrator to make this payment to
18 the Plaintiff/Class Representative in accordance with the terms of the Settlement Agreement.

19 10. The Court approves the payment of attorneys' fees in the amount of \$400,000.00 to
20 Class Counsel, which shall be paid from, and not in addition to, the Maximum Settlement Fund.
21 The Court hereby orders the Settlement Administrator to make these payments in accordance with
22 the terms of the Settlement Agreement.

23 11. The Court also approves the additional payment of attorneys' costs in the amount of
24 \$_____ to Class Counsel to reimburse them for their expenses, which shall be paid from, and not
25 in addition to, the Maximum Settlement Fund. The Court hereby orders the Settlement
26 Administrator to make these payments in accordance with the terms of the Settlement Agreement.

27 12. The Court approves a payment of up to \$_____ to the Settlement Administrator
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1 out of the Maximum Settlement Fund. Any portion of the payment to the Settlement Administrator
2 that is unused will go to the Net Settlement Amount. The Court hereby gives final approval to and
3 orders that the payment of that amount in accordance with the Settlement.

4 13. Any checks for Individual Settlement Payments that are not cashed within 180 days
5 shall be transmitted to the California State Controller Unclaimed Property Fund.

6 14. Each party shall bear his, her or its own costs and attorneys' fees, except as provided
7 in the Settlement Agreement and as set forth above in this Order and as set forth in any other Order
8 issued in response to the application by Class Counsel for an award of attorneys' fees, costs, and
9 expenses, which hearings took place concurrently with the hearing for this Order.

10 15. Upon entry of this Order and the accompanying Judgment, the claims in this Action
11 and the Released Claims of each Settlement Class Member against Defendant, and against any and
12 all of the Released Parties as defined in the Settlement Agreement, are fully, finally, and forever
13 released, relinquished and discharged pursuant to the terms of the Settlement Agreement to the
14 maximum extent permitted by law.

15 16. Upon entry of this Order and the accompanying Judgment, all Settlement Class
16 Members are hereby forever barred and enjoined from prosecuting the Released Claims against any
17 of the Released Parties as defined in the Settlement Agreement and as set forth in the Preliminary
18 Approval Order.

19 17. Each Settlement Class Member is bound by this Order and the Judgment, including,
20 without limitation, the release of claims as set forth in the Settlement Agreement.

21 18. This Order, the Judgment, the Settlement Agreement, and all papers related thereto,
22 are not, and shall not be construed to be, an admission by Defendant of any liability, claim or
23 wrongdoing whatsoever, and shall not be offered as evidence of any such liability, claim or
24 wrongdoing in this Action or in any other proceeding.

25 19. Without affecting the finality of this Order and the accompanying Judgment filed
26 herewith, the Court reserves exclusive and continuing jurisdiction over the Action, the Plaintiff, the
27 Settlement Class Members, and Defendant for the purposes of supervising the implementation,
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enforcement, construction, and interpretation of the Settlement Agreement, Preliminary Approval Order, distribution of the Maximum Settlement Fund, the Final Judgment, and this Order.

IT IS SO ORDERED.

Dated: _____, 2022

THE HONORABLE DAVID COHN
SUPERIOR COURT JUDGE