

Exhibit 1

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

CIENEGA, ET AL.,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	Case No. 22-cv-644
	)	
ECHO GLOBAL LOGISTICS, INC.,	)	Assigned Judge: Judge Sara L. Ellis
	)	
Defendant.	)	

**JOINT STIPULATION OF CLASS, COLLECTIVE, AND
REPRESENTATIVE ACTION SETTLEMENT AND RELEASE**

This Joint Stipulation of Class and Representative Action Settlement and Release (“Settlement Agreement” or “Settlement” or “Agreement”) is made and entered into by and between Plaintiffs Aris Cienega and Zakeia Hampton (“Plaintiffs”) and Joseph Ahern, N’dunga Kahil Balakushna, Nathan Lander, and Nicholas Libutti on the one hand and Defendant Echo Global Logistics, Inc. (“Defendant” or “Echo”) on the other hand. Plaintiffs and Echo may be collectively referred to herein as the “Parties” and each may be individually referred to herein as a “Party”. This Agreement sets forth the Parties’ class, collective, and representative action settlement to resolve all the claims that are or could have been asserted in the above-captioned action (the “Action”). This Agreement is subject to Court approval.

I. DEFINITIONS

The following definitions are applicable to the Settlement Agreement. Definitions contained elsewhere in the Settlement Agreement also shall be applicable.

1. “Action” means *Cienega, et al., v. Echo Global Logistics, Inc.*, Northern District of Illinois Case No. 1:22-cv-00644.

2. “California Class Members” means both California Salaried Sub-Class Members and California Hourly Sub-Class Members.

3. “California Hourly Sub-Class Members” means Hourly Covered Employees employed by Echo in California means the period June 30, 2018 through June 30, 2022.

4. “California Hourly Sub-Class Period” means the period June 30, 2018 through June 30, 2022.

5. “California/Illinois Arbitration Workweeks” means Workweeks (other than Incentive Workweeks) worked by California Class Members and Illinois Class Members that are covered by an arbitration agreement with Echo.

6. “California/Illinois Non-Arbitration Workweeks” means Workweeks (other than Incentive Workweeks) worked by California Class Members and Illinois Class Members that are not covered by an arbitration agreement with Echo.

7. “California Salaried Sub-Class Members” means Salaried Covered Employees employed by Echo in California during the period December 11, 2015 through June 30, 2022.

8. “California Salaried Sub-Class Period” means the period December 11, 2015 through June 30, 2022.

9. “Class” and “Class Members” mean California Class Members and Illinois Class Members.

10. “Class and Collective Member Witnesses” means Joseph Ahern, N’dunga Kahil Balakushna, Nathan Lander, and Nicholas Libutti.

11. “Class Counsel” means Melissa L. Stewart, Justin M. Swartz, and Molly J. Frandsen of Outten & Golden LLP.

12. “Class Counsel Award” means the total amount to be paid to Class Counsel, including Class Counsel Fees and Class Counsel Expenses, subject to the Court’s final approval of the Settlement. Any amount of the Class Counsel Award not awarded to Class Counsel shall be added to the Net Settlement Amount. If the Court denies or reduces the requested Class Counsel Award, this Settlement shall remain binding and enforceable.

13. “Class Counsel Expenses” means the amount of actual litigation expenses Class Counsel incurred in connection with the Action, including without limitation, their pre-filing investigation, their filings of the Action and all related litigation activities, the costs associated with mediation and resolution of the Action, this Settlement and filing for Court approval, and all post-Settlement compliance procedures. Defendant agrees not to object to a request that the Court approve Class Counsel Expenses of up to fifty-eight thousand Dollars (\$58,000.00).

14. “Class Counsel Fees” means the amount of attorneys’ fees paid to compensate Class Counsel for their services rendered, and to be rendered, to Plaintiffs, the Class, Putative Collective Members, and PAGA Members in connection with the Action. Defendant agrees not to oppose Class Counsel Fees of up to 33.33 percent (one-third) of the Total Settlement Amount (\$6,575,000.00), i.e. the sum of Two Million One Hundred Ninety-One Thousand Six Hundred Sixty-Six Dollars and Sixty-Six Cents (\$2,191,666.66), subject to the Court’s final approval of the Settlement, and agrees not to oppose any appeal or request for reconsideration if the application is denied or modified by the Court provided that, however, in no event will any appeal or request for reconsideration of the application for Class Counsel Fees result in an increase to the Total Settlement Amount.

15. “Class List” means a list of Class Members, Putative Collective Members, and PAGA Members that Defendant will compile from its records, which shall include, to the extent

available in Defendant's business records: each Class Member's, each Putative Collective Member's, and each PAGA Member's: full name; last known address and phone number; last known personal email address; Social Security number; whether the individual signed an arbitration agreement, dates of employment worked and state in which the weeks were worked, number of Workweeks, number of Incentive Workweeks, if applicable; and points as calculated by Defendant's expert consultant firm, Resolution Economics, per Paragraph 81. The Class List shall be formatted as a Microsoft Excel spreadsheet or equivalent format and shall be provided to the Settlement Administrator after Preliminary Approval of this Settlement.

16. "Complaint(s)" means all Complaints filed in this Action including the initial Complaint filed in the United States District Court for the Eastern District of California ("Eastern District of California") on March 23, 2021, the First Amended Complaint filed in the Eastern District of California on May 14, 2021, the Second Amended Complaint filed in the Eastern District of California on June 2, 2021 (all Eastern District of California Case No. 21-cv-00533-KJM-JDP) (subsequently transferred to the United States District Court for the Northern District of Illinois as Case No. 1:22-cv-00644 on February 4, 2022), and any amendments thereto.

17. "Court" means the United States District Court for the Northern District of Illinois.

18. "Covered Employees" means inside salespeople employed by Echo nationwide in the roles of Carrier Account Executive, Carrier Apprentice, Carrier Development Associate, Carrier Development Representative, Carrier Sales, Carrier Sales Representative, Client Associate, Client Representative, Client Sales Representatives, Client Solutions Executive, Customer Account Executive, Customer Apprentice, Customer Sales, Inside Sales Representative, Logistics Sales Trainee, National Account Manager, National Carrier Account

Representative, National Sales Representative, Sales Representative, Client Solutions Representative, Sales Trainee, Specialized Service Associate, Specialized Service Representative, Senior Account Executive, Senior Business Development Representative, Senior Carrier Development Representative, Senior Client Representative, Senior Client Solutions Executive, Senior National Account Manager, Senior Outside Sales Executive, Senior Sales Executive, Senior Shipment Specialist, Senior Carrier Operations Representative, Senior Specialized Services Representative, Shipment Specialist, and Strategic Sourcing Representative.

19. “Defendant” and “Echo” mean Echo Global Logistics, Inc.

20. “Defense Counsel” means Evan R. Moses and Christopher Cascino of Ogletree, Deakins, Nash, Smoak & Stewart, P.C. and Laura R. Petroff, Jason S. Campbell, and Tristan R. Kirk of Winston & Strawn LLP.

21. “Effective Date” means the occurrence of the latest of: (i) if no appeal of the final approval/judgment is filed, 30 days after the Court enters an order granting final approval of the settlement and enters judgment; (ii) if any appeal of the final approval/judgment is filed, the date on which the Court of Appeal or Supreme Court renders a final judgment affirming final approval/judgment or otherwise resolves any such appeal in a way that does not materially alter the terms of the settlement; and (iii) seven (7) days after the date on which Plaintiffs and the Class and Collective Member Witnesses sign the Settlement Agreement if not revoked in writing by any of them before the expiration of the revocation period in accordance with the Age Discrimination in Employment Act.

22. “Final Approval” means the Court order granting final approval of the Settlement Agreement.

23. “Funding Date” means the date that Defendant pays the Total Settlement Amount into the Qualified Settlement Fund.

24. “Hourly Covered Employees” means Covered Employees that Echo classified as non-exempt from overtime.

25. “Hourly Covered Employee Collective Period” means the period June 30, 2019 through June 30, 2022.

26. “Illinois Class Members” includes both Illinois Salaried Sub-Class Members and Illinois Hourly Sub-Class Members.

27. “Illinois Hourly Sub-Class Members” means Hourly Covered Employees employed by Echo in Illinois during the period June 30, 2019 through June 30, 2022.

28. “Illinois Hourly Sub-Class Period” means the period June 30, 2019 through June 30, 2022.

29. “Illinois Salaried Sub-Class Members” means Salaried Covered Employees employed by Echo in Illinois during the period December 11, 2016 through June 30, 2022.

30. “Illinois Salaried Sub-Class Period” means the period December 11, 2016 through June 30, 2022.

31. “Incentive Workweeks” means Workweeks in a monthly period for which a Class Member or Putative Collective Member earned more than fifty percent (50%) of his or her total compensation in incentive compensation, as determined by Echo’s business records.

32. “Individual PAGA Payment” means each PAGA Member’s share of the PAGA Amount calculated in accordance with the calculations described in Paragraph 84 of this Settlement.

33. “Individual Settlement Share” means each Class Member’s and/or Putative Collective Member’s share of the Net Settlement Amount calculated in accordance with the calculations described in Paragraph 81 of this Settlement. Payment of an Individual Settlement Share shall be referred to as an “Individual Settlement Payment.”

34. “LWDA” means the California Labor and Workforce Development Agency.

35. “Net Settlement Amount” means the portion of the Total Settlement Amount remaining after deduction of the Representative Service Awards, the Settlement Administration Costs, the Class Counsel Award, and the PAGA Amount.

36. “Non-California/Illinois Arbitration Workweeks” means Workweeks (other than Incentive Workweeks) worked by non-California Class Members and non-Illinois Class Members that are covered by an arbitration agreement with Echo.

37. “Non-California/Illinois Non-Arbitration Workweeks” means Workweeks (other than Incentive Workweeks) worked by non-California Class Members and non-Illinois Class Members that are not covered by an arbitration agreement with Echo.

38. “Notice or Notices of Settlement” means the Notice of Proposed Class Action Settlement (for Class Members) (substantially in the form attached hereto as Exhibit A) and Notice of Proposed Collective Action Settlement (for Putative Collective Members who are not also Class Members) (substantially in the form attached hereto as Exhibit B) that the Court approves as part of the Preliminary Approval Order and orders to be sent to all Class Members and Putative Collective Members advising them of the terms of the Settlement and their rights under the Settlement Agreement.

39. “PAGA Amount” means an amount not to exceed Fifty Thousand Dollars (\$50,000.00) attributable to Plaintiffs’ claims pursuant to the California Private Attorneys

General Act of 2004, California Labor Code section 2698 *et seq.* (“PAGA”), which shall be allocated between the LWDA (“PAGA LWDA Amount”) and PAGA Members (“PAGA Members Amount”) as described in Paragraph 70 of this Agreement.

40. “PAGA Check Enclosure Letter” means the letter attached hereto as Exhibit C which the Settlement Administrator shall mail to PAGA Members together with the settlement check for the PAGA Member’s Individual PAGA Payment.

41. “PAGA LWDA Amount” means 75% of the PAGA Amount allocated to the LWDA.

42. “PAGA Members” means Covered Employees employed by Echo in California during the period December 11, 2018 through June 30, 2022.

43. “PAGA Members Amount” means 25% of the PAGA Amount allocated to all PAGA Members.

44. “PAGA Period” means December 11, 2018 through June 30, 2022.

45. “Participating Class Members” means all Class Members who do not timely exclude themselves from the Settlement.

46. “Participating Collective Members” means all Putative Collective Members who timely cash and/or negotiate settlement checks within the deadline set forth in Paragraph 61.

47. “Participating Individuals” means both Participating Class Members and Participating Collective Members.

48. “Parties” means Plaintiffs and Defendant, collectively.

49. “Plaintiffs” means the named plaintiffs in the Action: Aris Cienega and Zakeia Hampton.

50. “Preliminary Approval” means the Court order granting preliminary approval of the Settlement Agreement.

51. “Putative Collective Members” means Salaried Covered Employees employed by Echo nationwide during the period December 11, 2016 through June 30, 2022, and Hourly Covered Employees employed by Echo nationwide during the period June 30, 2019 through June 30, 2022.

52. “Qualified Settlement Account” means the account established by the Settlement Administrator, into which the Total Settlement Amount shall be deposited. In addition, and as an amount separate from the Total Settlement Amount, Defendant shall also transmit the employer-side taxes on the wage portion of the Individual Settlement Payments to the Settlement Administrator for deposit into the Qualified Settlement Account. The Settlement Administrator shall establish an interest-bearing escrow account under this Settlement.

53. “Released California Claims” means any and all claims except for claims under the Fair Labor Standards Act, known or unknown, and factual or legal theories that were asserted in any Complaint in this Action and/or any and all claims, known or unknown, and factual or legal theories that could have been asserted in any Complaint in this Action based on any facts and/or allegations alleged in any Complaint in this Action and that accrued during a Covered Employee’s employment with Echo during the California Hourly Sub-Class Period and/or the California Salaried Sub-Class Period, including but not limited to, without limitations, all claims for unpaid wages, premium pay of any kind, and all claims for penalties, interest, liquidated damages, attorneys’ fees, costs, and expenses. The release includes, but is not limited to, any and all claims, known or unknown, for and/or relating to: rest periods; meal periods; minimum wages; overtime wages; pay for all hours worked, including but not limited to alleged off-the-

clock work; proper calculation of the regular rate of pay, including for purposes of overtime pay; timeliness of wage payment; payment of wages at termination; waiting time penalties; itemized wage statements and/or accuracy of wage statements; reimbursement of business expenses; recordkeeping; unfair competition; any unpaid wages or compensation related to any or all of the foregoing; any premium payments related to any or all the foregoing; restitution for any of the foregoing; any penalties, including statutory and civil penalties, related to any or all the foregoing; attorneys' fees or costs related to any or all of the foregoing; interest related to any of the foregoing; and/or any other damages or amounts related to any or all of the foregoing.

54. "Released Class Claims" means Released California Claims and Released Illinois Claims.

55. "Released Collective Claims" means any and all claims, known or unknown, and factual or legal theories that were asserted in any Complaint in this Action and/or any and all claims, known or unknown, and factual or legal theories that could have been asserted in any Complaint in this Action based on any facts and/or allegations alleged in any Complaint in this Action and that accrued during the Covered Employee's employment with Echo during the Hourly Covered Employee Collective Period, and/or the Salaried Covered Employee Collective Period, including but not limited to, without limitations, all federal claims for unpaid wages, premium pay of any kind, and all claims for penalties, interest, liquidated damages, attorneys' fees, costs, and expenses.

56. "Released Illinois Claims" means any and all claims except for claims under the Fair Labor Standards Act, known or unknown, and factual or legal theories that were asserted in any Complaint in this Action and/or any and all claims, known or unknown, and factual or legal theories that could have been asserted in any Complaint in this Action based on any facts and/or

allegations alleged in any Complaint in this Action and that accrued during a Covered Employee's employment with Echo during the Illinois Hourly Sub-Class Period and/or the Illinois Salaried Sub-Class Period, including but not limited to, without limitations, all claims for unpaid wages, premium pay of any kind, and all claims for penalties, interest, liquidated damages, treble damages, attorneys' fees, costs, and expenses. The release includes, but is not limited to, any and all claims, known or unknown, for and/or relating to: minimum wages; overtime wages; pay for all hours worked, including but not limited to alleged off-the-clock work; proper calculation of the regular rate of pay, including for purposes of overtime pay; recordkeeping, including but not limited to any failure to maintain and/or provide accurate records; any unpaid wages or compensation related to any or all of the foregoing; any premium payments related to any or all the foregoing; restitution for any of the foregoing; any penalties, including statutory and civil penalties, related to any or all the foregoing; attorneys' fees or costs related to any or all of the foregoing; interest related to any of the foregoing; and/or any other damages or amounts related to any or all of the foregoing.

57. "Released PAGA Claims" means any and all any and all claims, known and unknown, and factual or legal theories for civil penalties under the PAGA, Labor Code §§ 2698, et seq., that were asserted in any Complaint in this Action and/or Plaintiffs' letters to the LWDA, and/or that could have been asserted in any Complaint in this Action or Plaintiffs' letters to the LWDA based on any facts and/or allegations alleged in any Complaint in this Action and/or Plaintiffs' letters to the LWDA and that accrued during a Covered Employee's employment with Echo from December 11, 2018 through June 30, 2022. The release includes, but is not limited to, claims for PAGA civil penalties premised on: rest periods; meal periods; minimum wages; overtime wages; pay for all hours worked, including but not limited to alleged off-the-clock

work; proper calculation of the regular rate of pay, including for purposes of overtime pay; timeliness of wages; payment of wages at termination; waiting time penalties; itemized wage statements and/or accuracy of wage statements; reimbursement of business expenses; recordkeeping; and attorneys' fees or costs related to any or all of the foregoing.

58. "Released Parties" means Defendant and its past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, managing agents, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

59. "Representative Service Award" means the amount that the Court authorizes to be paid to Representative Service Award Recipients, in addition to their Individual Settlement Payments and Individual PAGA Payments, in recognition of their efforts and work in prosecuting the Action on behalf of Class Members, Putative Collective Members, and PAGA Members.

60. "Representative Service Award Recipients" means Plaintiffs and the Class and Collective Member Witnesses, collectively.

61. "Response Deadline" means the deadline by which: (i) Class Members must postmark or email their request to be excluded from the Settlement to the Settlement Administrator; (ii) Class Members must postmark or email a written objection to the Settlement to the Settlement Administrator; and (iii) Class Members and Putative Collective Members must postmark or email a dispute of information in the Notice of Settlement to the Settlement Administrator. The Response Deadline shall be sixty (60) calendar days from the initial mailing of the Notice of Settlement by the Settlement Administrator, unless the 60th day falls on a

Sunday or federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open, and will be thirty (30) calendar days from the date of re-mailing, or the original Response Deadline, whichever is later, unless the 30th day falls on a Sunday or federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open, provided that no remailings will take place after the 60th day.

62. “Salaried Covered Employees” means Covered Employees that Echo classified as overtime-exempt.

63. “Salaried Covered Employee Collective Period” means the period December 11, 2016 through June 30, 2022.

64. “Settlement Administration Costs” means the expenses payable from the Total Settlement Amount to the Settlement Administrator for administering the Settlement, including, but not limited to: printing, distributing, and tracking forms and notices for the Settlement; tax calculations and reporting; establishing a Qualified Settlement Amount; calculating, administering, and distributing payments from the Total Settlement Amount pursuant to the terms of the Settlement Agreement; and providing necessary reports and declarations, as requested by the Parties.

65. “Settlement Administrator” means the third-party class action settlement administrator selected by Class Counsel. Neither Defendant nor Defense Counsel shall be a party to or bound by any agreement between Class Counsel and the Settlement Administrator and the Settlement Administrator shall indemnify the Parties and their counsel for any errors or omissions that occur during the settlement administration process.

66. “Total Settlement Amount” means the total amount of Six Million Five Hundred Seventy-Five Thousand Dollars (\$6,575,000.00) that Defendant is required to pay under this Settlement Agreement for full and complete settlement of the Action, which covers and includes payment of all the following: the Individual Settlement Payments to Participating Individuals, the Representative Service Awards to Representative Service Award Recipients, the PAGA Amount, the Settlement Administration Costs to the Settlement Administrator, and the Class Counsel Award. In no event will Defendant ever be required to pay more than the Total Settlement Amount of \$6,575,000.00, except: (i) Defendant shall pay the employer’s share of the payroll taxes separately from and in addition to the Total Settlement Amount; and (ii) to the extent that the Total Settlement Amount increases pursuant to Paragraph 80. Any interest that accrues in the escrow account created by the Settlement Administrator shall also be added to the Total Settlement Amount.

67. “Workweek” means any week in which, using Defendant’s designated workweek for payroll purposes, a Class Member, Putative Collective Member, and/or PAGA Member performed work for Defendant. This definition excludes weeks in which a Class Member, Putative Collective Member, and/or PAGA Member was on vacation or on a leave of absence for the full week during the Hourly Covered Employee Collective Period, Salaried Covered Employee Collective Period, California Hourly Sub-Class Period, the California Salaried Sub-Class Period, Illinois Hourly Sub-Class Period, the Illinois Salaried Sub-Class Period, and/or the PAGA Period (as applicable) as determined by Defendant’s outside expert firm based upon Defendant’s business records.

II. TERMS OF AGREEMENT

68. Terms of Agreement Subject to Court Approval. All terms set forth in the Settlement Agreement are subject to Court approval. The Parties stipulate to class and collective certification only for purposes of the Settlement. Plaintiffs shall apply to the Court for approval of the Settlement Agreement and for class and collective certification solely for purposes of effectuating the Settlement. Defendant shall not oppose this application. If, for any reason, the Settlement is not approved, the stipulation to certification will be void. The Parties further agree that certification for purposes of the Settlement is not an admission that class or collective certification is proper under the standard applied to contested certification motions and that the Settlement will not be admissible in this, or any other, legal process as evidence that (i) a class or collective should be certified, (ii) representative treatment is appropriate, or (iii) Defendant is liable to Plaintiffs or any of the Class Members, Putative Collective Members, and/or the PAGA Members.

69. Funding of the Total Settlement Amount. Defendant shall deposit into the Qualified Settlement Account the Total Settlement Amount and employer-side taxes on the wage portion of the Individual Settlement Payments within fifteen (15) calendar days after the Effective Date. The funds in the Qualified Settlement Account shall be used to pay:

(1) Individual Settlement Payments; (2) Individual PAGA Payments; (3) the PAGA LWDA Amount; (4) the Class Counsel Award; (5) the Representative Service Award payments; (6) the Settlement Administration Costs; and (7) all required withholdings and taxes associated with the wage-portion of Individual Settlement Payments.

70. PAGA Amount. Subject to Court approval, \$50,000.00 from the Total Settlement Amount shall be designated for satisfaction of the Released PAGA Claims. Pursuant to PAGA, Seventy-Five Percent (75%), or \$37,500.00, of the PAGA Amount shall be paid to the LWDA

and Twenty-Five Percent (25%), or \$12,500.00, shall be distributed proportionally among the PAGA Members based on the estimated number of Workweeks worked by each PAGA Member during the PAGA Period.

71. Representative Service Awards. In exchange for a general release, and in recognition of the Plaintiffs' and the Class and Collective Member Witnesses' efforts and work in prosecuting the Action on behalf of the Class Members, Putative Collective Members, and PAGA Members, Plaintiffs and the Class and Collective Member Witnesses will seek service awards from the Total Settlement Amount. Defendant agrees not to oppose any application or motion for the Representative Service Awards. Subject to the Court's final approval, the following Representative Service Awards will be paid from the Total Settlement Amount: up to Twelve Thousand Five Hundred Dollars (\$12,500.00) for Plaintiff Aris Cienega; up to Twelve Thousand Five Hundred Dollars (\$12,500.00) for Plaintiff Zakeia Hampton; up to Five Thousand Dollars (\$5,000.00) for Joseph Ahern; up to Five Thousand Dollars (\$5,000.00) for N'dunga Kahil Balakushna; up to Four Thousand Dollars (\$4,000.00) for Nathan Lander; and up to Five Thousand Dollars (\$5,000.00) for Nicholas Libutti. The Representative Service Award payments shall be in addition to the Plaintiffs' and the Class and Collective Member Witnesses' Individual Settlement Payments and Individual PAGA Payments paid pursuant to the Settlement. Payment of Representative Service Awards will be reported as deemed appropriate by the Settlement Administrator. The Settlement Administrator shall indemnify the Parties and counsel regarding any improper handling of the taxing of the Representative Service Awards. The Representative Service Award Recipients shall be solely and legally responsible to pay any and all applicable taxes on the payments made pursuant to this Paragraph and shall hold Defendant harmless from any claim or liability for taxes, penalties, or interest arising as a result of any non- payment of

taxes that they owe. This Settlement shall remain binding and enforceable in the event the Court denies or reduces the requested Representative Service Awards.

72. Settlement Administration Costs. The Settlement Administrator shall be paid for the costs of administration of the Settlement and distribution of all payments from the Total Settlement Amount. The Settlement Administration Costs, in a not-to exceed amount to be agreed to by the Parties, shall be paid from the Total Settlement Amount. These costs shall be used to administer the Settlement, including, *inter alia*, preparing the required tax reporting on the Individual Settlement Payments; issuing 1099 and W-2 IRS Forms; indemnifying the Parties and their counsel regarding any improper handling of the taxing of the Representative Service Awards; distributing the Notices of Settlement; establishing a Qualified Settlement Account; calculating Individual Settlement Payments and Individual PAGA Payments; processing exclusion requests; performing a skip trace up to two (2) times and resending, within one day of receipt, of any Notice returned without forwarding information and resending to those with new forwarding information; responding to requests or communications made by the Parties; preparing, monitoring, and maintaining a website where Class Members and Putative Collective Members can review additional information regarding the settlement; preparing, monitoring, and maintaining a telephone number with phone answerers; promptly furnishing to counsel for the Parties copies of any Objections and Opt-Out Statements that the Settlement Administrator receives; keeping track of Opt-Out Statements, Objections, or otherwise, including maintaining the original mailing envelope in which the request was mailed; distributing the Net Settlement Amount as directed by the Court and as set forth herein; preparing and mailing notices in accordance with the Class Action Fairness Act of 2005; working with Class Counsel and Defendant's Counsel to resolve disputes raised by Class Members and Putative Collective

Members regarding Defendant's records and/or the calculation of his or her Individual Settlement Share; referring to Class Counsel all inquiries by Class Members and Putative Collective Members regarding matters not within the Settlement Administrator's duties specified herein; responding to inquiries of Class Counsel and Defendants' Counsel consistent with the Settlement Administrator's duties specified herein; promptly apprising counsel for the Parties of the activities of the Settlement Administrator; maintaining adequate records of its activities, including the dates of the mailing of Notices, returned mail and other communications and attempted written or electronic communications with Class Members and Putative Collective Members; confirming in writing to Class Counsel and Defendants' Counsel its completion of the administration of the Agreement; timely responding to communications from the Parties and their counsel; calculating the settlement amounts; reporting on the status of the settlement to the Parties on a weekly basis; notifying counsel for all Parties of all timely and untimely submissions; and providing necessary reports and declarations. In connection with Plaintiffs' motion for Final Approval, the Settlement Administrator shall provide the Court and all counsel for the Parties with a declaration of due diligence detailing the Settlement Administration Costs and the activities of the Settlement Administrator in accordance with this Agreement. The Parties agree to cooperate in the settlement administration process and to make all reasonable efforts to control and minimize the costs and expenses incurred in the administration of the Settlement. An IRS Form 1099 shall be issued to the Settlement Administrator. If the Settlement Administration Costs exceed the amount agreed to by the Parties, such cost will be deducted from the Net Settlement Amount if the Parties agree and the Court approves the additional costs.

73. Payment of Class Counsel Award. Defendant agrees not to oppose any application or motion by Class Counsel for Class Counsel Fees up to 33.33 percent (one-third) of the Total

Settlement Amount (\$6,575,000.00), i.e. the sum of Two Million One Hundred Ninety-One Thousand Six Hundred Sixty-Six Dollars and Sixty-Six Cents (\$2,191,666.66), and Class Counsel Expenses not to exceed fifty-eight thousand dollars (\$58,000.00). Even if the Court denies or reduces the requested Class Counsel Award, the Settlement shall remain binding and enforceable. The Class Counsel Award shall be paid out of the Total Settlement Amount. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made pursuant to this Paragraph. An IRS Form 1099 shall be provided to Class Counsel for the payments made pursuant to this Paragraph.

74. Notice Procedure. The Settlement Administrator shall be responsible for the following notice procedure:

a. Delivery of the Class List. Within fourteen (14) calendar days after Preliminary Approval, Defendant shall provide the Class List to the Settlement Administrator. Prior to the Response Deadline, the Settlement Administrator shall keep the Class List confidential and shall not disclose it to anyone, except: (i) to carry out reasonable efforts for administration of the Settlement, as described below; (ii) where necessary to effectuate Class Counsel's duties to the Class except that the Settlement Administrator will not share Social Security Numbers with Class Counsel; or (iii) pursuant to Defendant's express written authorization. After the Response Deadline, the Settlement Administrator will provide Class Counsel with a list of the names, addresses, email addresses, and phone numbers for Participating Class Members and Putative Collective Members. Class Counsel shall use these names, addresses, email addresses, and phone numbers to update Participating Class Members and Putative Collective Members about settlement check distribution and to assist the Settlement

Administrator with settlement check distribution, including, for example, locating Participating Class Members and Putative Collective Members who have uncashed checks.

b. Notice by First-Class U.S. Mail, Email, and Text Message. Within twenty-eight (28) calendar days after Preliminary Approval, the Settlement Administrator shall send the Notice of Settlement to all Class Members, Putative Collective Members, and PAGA Members via First Class U.S. Mail using the most current mailing addresses identified, via email using the most current personal email addresses identified (if any), and via text message using the most current personal phone numbers identified (if any). The Settlement Administrator shall conduct reasonable verification measures relating to the addresses, email addresses, and phone numbers before issuing the Notice of Settlement. The Settlement Administrator shall also establish a website on which Class Members, Putative Collective Members, and PAGA Members can review material information regarding this Settlement and their estimated Individual Settlement Shares and submit contact information updates. The Notice of Settlement shall include the URL address of this website.

c. Procedure for Lost and Undeliverable Notices. Any Notice of Settlement sent via First-Class U.S. Mail that is returned to the Settlement Administrator as non-deliverable on or before the Response Deadline shall be sent to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct mailing address, email address, and/or cell phone number using a skip-trace, or other search using the name, address and/or Social Security number of the Class Member and/or Putative Collective Member involved, and shall re-mail, re-email, and/or re-text message the Notice of Settlement (as applicable) up to two (2) times. If after performing two (2) skip-trace searches, the Class Member's Notice of Settlement is again returned to the Settlement

Administrator as non-deliverable, that Class Member will be deemed a Participating Class Member, and the Settlement Administrator will have no further obligation to undertake efforts to obtain an alternative mailing address, email address, and/or cell phone number. If after performing two (2) skip-trace searches, a Putative Collective Member's Notice of Settlement is again returned to the Settlement Administrator as non-deliverable, the Settlement Administrator will have no further obligation to undertake efforts to obtain an alternative address, email address, and/or cell phone number. The Response Deadline for any Class Member and/or Putative Collective Member who is re-mailed, re-emailed, and/or re-text messaged (as applicable) a Notice of Settlement shall be extended thirty (30) calendar days from the re-mailing or the original Response Deadline, whichever is longer, provided that no remailings will take place after the 60th day. The Settlement Administrator shall include a letter and/or additional notation with the re-mailed, re-emailed, and/or re-text messaged (as applicable) Notice of Settlement advising the Class Member and/or Putative Collective Member of the adjustment to the Response Deadline.

75. Disputed Information on Notice of Settlement. Each Class Member and Putative Collective Member may dispute the facts on which his or her Individual Settlement Share calculation is based and must submit such a dispute to the Settlement Administrator on or before the Response Deadline. If a Class Member and/or Putative Collective Member disputes Defendant's records and/or the calculation of his or her Individual Settlement Share, the Class Member may produce evidence to the Settlement Administrator demonstrating that such information is inaccurate. Absent evidence rebutting Defendant's records, Defendant's records will be determinative. The Settlement Administrator shall make the final determination regarding the number of Workweeks attributable to a Class Member or Putative Collective Member in the

event of a dispute under this Paragraph. If the Class Member and/or Putative Collective Member first raises the dispute with Class Counsel, Class Counsel will request from the Settlement Administrator, and the Settlement Administrator will provide Class Counsel with, the following information, so that Class Counsel may address legal questions about the Individual Settlement Share calculation: 1) whether the individual signed an arbitration agreement; 2) dates of employment worked and state in which the weeks were worked; 3) number of Incentive Workweeks, if applicable; and 4) points as calculated by Defendant's expert consultant firm, Resolution Economics, per Paragraph 81. If the Class Member and/or Putative Collective Member first raises the dispute with the Settlement Administrator, the Settlement Administrator will immediately raise the dispute with Counsel for the Parties and will direct the Class Member and/or Putative Collective Member to Class Counsel to address legal questions about his or her Individual Settlement Share calculation.

76. Request for Exclusion Procedure. The Notice of Settlement shall give Class Members instructions on how to exclude themselves, or "opt out," from the Settlement.

a. Class Members who wish to opt out of the Settlement shall notify the Settlement Administrator in writing by mail or email that they want to exclude themselves (*i.e.*, opt out) from the Settlement. The request to opt out sent to the Settlement Administrator must be postmarked, or email date and timestamped, no later than the Response Deadline.

b. The proposed order granting Preliminary Approval of the Settlement will provide, and the Notice of Settlement will instruct Class Members, that, to be valid, a written request to opt out of the Settlement Agreement must include the Class Member's name, address, last four digits of his/her Social Security Number, and signature and state the following: "I wish

to opt-out of the settlement of the lawsuit titled *Cienega, et al., v. Echo Global Logistics, Inc.*” (or words to a similar effect).

c. A Class Member who properly and timely submits a request to opt out of the Settlement Agreement will not become a Participating Class Member, will not be allowed to object to this Settlement Agreement, and will not be bound by the Settlement Agreement except as otherwise provided in Paragraph 78.

d. Counsel for the Parties shall not encourage or discourage any Class Member from participating in, objecting to, or opting out of the Settlement.

77. Objections. Any Class Member who has not timely and properly opted out (i.e., any Participating Class Member) may object to the proposed Settlement in writing. To object, a Participating Class Member may mail or email his/her written objection by the Response Deadline. A Participating Class Member may also appear at the Final Approval hearing to have his or her objections heard by the Court. All written objections must include: (a) the objector’s full name, current address, and telephone number; (b) the case name and number (*Cienega, et al., v. Echo Global Logistics, Inc.*, Case No. 1:22-cv-00644); (c) the basis of the objection, including the reasons why the objector believes that the Court should find that the Settlement is not in the best interests of the Class and why the Settlement should not be approved; and (d) any and all supporting papers (including, without limitation, all briefs, written evidence, and declarations) on which the objection is based. The written objection must be mailed or emailed to the Settlement Administrator, who will forward the objection to the Parties for submission to the Court, and be postmarked, or email date and timestamped, on or before the Response Deadline. The postmark date of the mailing, or email date and timestamp, shall be deemed the exclusive means for determining whether a written objection is timely. Alternatively, even if written objections are

not made, Class Members may still appear at the Final Approval hearing to orally object. Class Members who fail to make objections in the manner specified above in this Paragraph shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement. Class Members shall be permitted to withdraw their objections in writing by submitting a withdrawal statement to the Settlement Administrator, orally at the Final Approval hearing, or as otherwise ordered by the Court.

78. No PAGA Opt-Out. No PAGA Member may opt out of or be excluded from participating in the settlement of the Released PAGA Claims. All PAGA Members shall: (a) be bound by the judgment entered herein and will have released the Released PAGA Claims if/when the Court grants Final Approval of this Settlement; and (b) be mailed his/her respective portion of the PAGA Amount. If the Court grants Final Approval of the Settlement, the occurrence of the Effective Date shall forever bar Plaintiffs, the LWDA, and any other representative, proxy, or agent thereof, including but not limited to any and all PAGA Members from pursuing any action pursuant to PAGA against the Released Parties for the Released PAGA Claims.

79. Certification Reports Regarding Requests for Exclusion and Disputes. The Settlement Administrator shall provide Class Counsel and Defense Counsel a weekly report which certifies: (a) the number of Class Members who have submitted a letter requesting exclusion from the Settlement, including a statement as to whether the letter is valid or defective; (b) whether any Class Member and/or Putative Collective Member has submitted a challenge to any information contained in their Notice of Settlement; and (c) the number of returned, undeliverable and/or re-mailed, re-emailed, and/or re-text messaged Notices of Settlement.

Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested.

80. Effect of Increase of Total Workweeks on Settlement Amount. If the number of total Workweeks exceeds 260,610 (which is 3.5% more than 251,797 Workweeks), then the Total Settlement Amount shall increase by the same percentage that the number of total Workweeks exceeds 260,610. For example, if the number of Workweeks exceeds 260,610 by 5%, then the Total Settlement Amount will increase by 5%. The Settlement Administrator shall provide the Parties with its calculations regarding the total number of Workweeks associated with the Class List to allow the Parties to determine whether the number of total Workweeks exceeds 260,610.

81. Individual Settlement Share Calculations. Defendant's expert consultant firm Resolution Economics shall determine the Workweeks and settlement points for Class Members and Putative Collective Members. The Net Settlement Amount shall be allocated as follows: (i) California/Illinois Non-Arbitration Workweeks: 25 settlement points; (ii) Non-California/Illinois Non-Arbitration Workweeks: 20 settlement points; (iii) California/Illinois Arbitration Workweeks: 12.5 settlement points; (iv) Non-California/Illinois Arbitration Workweeks: 10 settlement points; and (v) Incentive Workweeks: 3 settlement points. The Settlement Administrator shall determine the amounts of Individual Settlement Shares for Class Members and Putative Collective Members. The total number of settlement points (as weighted) for all Class Members and/or Putative Collective Members will be added together and the Net Settlement Amount shall be divided by that total to reach a per share dollar figure. The resulting per share dollar figure will then be multiplied by each Class Member's and/or Putative Collective Member's number of settlement points (as weighted) to determine his or her Individual

Settlement Share. The Notice of Settlement shall state the recipient's estimated Individual Settlement Share.

82. Tax Allocation of Individual Settlement Shares. The Individual Settlement Shares shall be allocated Fifty percent (50%) as W-2 wages and Fifty percent (50%) as 1099 non-wage payments for penalties and interest. The Individual Settlement Payments will be paid to Participating Class Members and Putative Collective Members subject to reduction for all employees' share of typical withholdings and employee-side taxes associated with the wage-portion of the Individual Settlement Shares.

83. Release Allocation of Individual Settlement Payments. Fifty percent (50%) of any Individual Settlement Payment paid to a Class Member shall be consideration for settlement of state law claims and Fifty percent (50%) shall be consideration for settlement of Fair Labor Standards Act ("FLSA") claims. One Hundred percent (100%) of any Individual Settlement Payment paid to a Putative Collective Member who is not a Class Member shall be consideration for settlement of FLSA claims.

84. Individual PAGA Payment Calculations. The Settlement Administrator shall determine the amounts of all Individual PAGA Payments. To determine each PAGA Member's estimated Individual PAGA Payment, the Settlement Administrator will use the following formula: The PAGA Members Amount will be divided by the total number of Workweeks worked by PAGA Members during the PAGA Period, resulting in the PAGA Workweek Value. Each PAGA Member's Individual PAGA Payment will then be calculated by multiplying each individual PAGA Member's total number of Workweeks worked during the PAGA Period by the PAGA Workweek Value.

85. Tax Allocation of Individual PAGA Payments. The Individual PAGA Payments made to PAGA Members shall be allocated 100 percent (100%) as 1099 non-wage payments for penalties.

86. Payment of Settlement Amounts. The Settlement Administrator shall have the authority and obligation to make all payments, credits, and disbursements, calculated in accordance with the methodology set out in the Settlement Agreement and orders of the Court.

87. Distribution Timing. Within seven (7) calendar days after the Funding Date, the Settlement Administrator shall distribute the Total Settlement Amount and associated tax payments, including Individual Settlement Payments to Participating Class Members, Individual Settlement Payments to Putative Collective Members, Individual PAGA Payments to PAGA Members, along with the PAGA Check Enclosure Letter, the PAGA LWDA Amount to the LWDA, the Representative Service Awards to Representative Service Award Recipients, and the Class Counsel Award to Class Counsel. The Settlement Administrator shall also issue a payment to itself for the services performed in connection with the Settlement.

88. Restrictive Endorsement. All Individual Settlement Payment checks to Participating Class Members and Putative Collective Members shall contain, on the back of each check, a restrictive endorsement substantially as follows: “This check is issued in full and final settlement of your claims in *Cienega, et al. v. Echo Global Logistics, Inc.*, Case No. 1:22-cv-00644 (N.D. Ill.) (the “Action”). By negotiating this check, you consent to join this Action as an opt-in under the Fair Labor Standards Act (“FLSA”) and release federal claims against Echo Global Logistics, Inc. and the other Released Parties under the FLSA that were asserted in any complaint in this Action, known or unknown, or that could have been asserted in any complaint in this Action based on any facts and/or allegations alleged in any complaint in this Action and

that accrued during your employment as a Covered Employee from the start of the applicable class or collective period through June 30, 2022, including but not limited to, without limitations, all federal claims for unpaid wages, premium pay of any kind, and all claims for penalties, interest, liquidated damages, attorneys' fees, costs, and expenses." All Individual Settlement Payment checks to Participating Class Members will additionally say: "By not opting out of the Action, you have released Echo Global Logistics, Inc. and the other Released Parties from the Released Class Claims, as defined in the Settlement Agreement and Notice of Settlement."

89. Non-Negotiated Settlement Checks. Any checks issued by the Settlement Administrator to Participating Class Members, Putative Collective Members, and/or PAGA Members shall be negotiable for one hundred and twenty (120) calendar days. The Parties agree that they will use robust efforts to ensure that checks are received, including the administrator's use of email and U.S. Mail for robust contact attempts and multiple reminders to timely negotiate checks prior to the 120-day deadline. The Settlement Administrator shall send reminders via e-mail, text message, and First Class U.S. Mail within sixty (60) days after the initial distribution of checks to Participating Class Members, Putative Collective Members, and PAGA Members reminding them to negotiate their checks prior to the 120-day deadline. Simultaneously with the issuance of the check cashing reminders, the Settlement Administrator shall apprise Class Counsel of the names of Putative Collective Members, Participating Class Members, and PAGA Members who have not yet cashed their settlement check(s). Class Counsel may work with the Settlement Administrator to undertake additional efforts to contact such individuals to remind them to cash their settlement check.

90. Portions of Non-Negotiated Settlement Checks Allocated to State Law Claims. Any portion of the Net Settlement Amount allocated to the state law claims of Participating

Class Members not distributed as per the terms of this Agreement, and any portion of any check allocated to the settlement of state law claims of Participating Class Members that is not cashed or negotiated within the timeframe set forth in Paragraph 89 shall be redistributed pro rata to Participating Class Members who cashed or otherwise negotiated a settlement check, or, if redistribution is impractical on the basis that the amount remaining in the Net Settlement Amount is similar to or less than the cost of a second distribution, it shall be donated to the Economic Policy Institute, subject to Court approval.

91. Portions of Non-Negotiated Settlement Checks Allocated to FLSA Claims. The following funds shall revert to Defendant: (i) Individual Settlement Payments issued to Putative Collective Members who are not Participating Class Members that are not cashed or negotiated within the timeframe set forth in Paragraph 89; and (ii) the portion of any Individual Settlement Payment to any Participating Class Member that is allocated to settlement of the FLSA claims of Participating Class Members that is not cashed or negotiated within the timeframe set forth in Paragraph 89.

92. Portions of Non-Negotiated Settlement Checks Allocated to PAGA Claims. Any Individual PAGA Payment not cashed or negotiated within the timeframe set forth in Paragraph 89 will be submitted by the Settlement Administrator to the State of California's State Controller's Unclaimed Property Fund in the PAGA Member's name.

93. Settlement Administrator's Final Report(s). Within ten (10) calendar days after the Response Deadline, the Settlement Administrator shall provide Class Counsel and Defense Counsel a report showing: (i) the number of Notices of Settlement mailed, emailed, and/or text messaged; (ii) the number of returned and undelivered Notices of Settlement; (iii) the number of re-mailed, re-emailed, and/or re-text messaged Notices of Settlement; (iv) the number of total

undeliverable Notices of Settlement after re-mailing, re-emailing, and/or re-text messaging; (v) the number of address, email address, and/or cell phone number traces performed for undeliverable Notices of Settlement after re-mailing, re-emailing, and/or re-text messaging; (vi) the number of Notices of Settlement undeliverable from traced addresses, email addresses, and/or cell phone numbers; (vii) the final number of Class Members who have submitted objections; (viii) the final number of Class Members and/or Putative Collective Members who disputed their number of Workweeks listed in the Notice of Settlement; and (ix) the final number of Class Members who have submitted valid letters requesting exclusion from the Settlement. Upon completion of administration of the Settlement, the Settlement Administrator shall provide written certification/declaration of such completion to counsel for all Parties, if requested by the Parties. In addition, within fourteen (14) days of the close of the 120 day deadline set forth in Paragraph 89, the Settlement Administrator shall provide Class Counsel and Defense Counsel a report showing: (i) the total number of settlement checks that were issued to Participating Class Members; (ii) the total number of settlement checks that were cashed and/or negotiated by Participating Class Members; (iii) the total amount of funds to revert back to Defendant based on the number of settlement checks that were not cashed and/or negotiated by Participating Class Members; (iv) the total number of settlement checks that were issued to Putative Collective Members; (v) the total number of settlement checks that were cashed and/or negotiated by Putative Collective Members; and (vi) the total amount of funds to revert back to Defendant based on the number of settlement checks that were not cashed and/or negotiated by Putative Collective Members. The Settlement Administrator shall also provide Counsel for the Parties with: (i) a list of all Participating Class Members who did cash and/or negotiate their settlement checks; (ii) a list of all Participating Class Members who did not cash and/or negotiate their

settlement checks; (iii) a list of all Putative Collective Members who did cash and/or negotiate their settlement checks; and (iv) a list of all Putative Collective Members who did not cash and/or negotiate their settlement checks.

94. Amended Complaint. In connection with this Settlement, Plaintiffs shall file a Third Amended Complaint in the form attached hereto as Exhibit D on the same date that they file their motion for preliminary approval. The Third Amended Complaint: (a) adds claims on behalf of the Hourly Covered Employees; and (b) includes all the factual allegations and claims currently alleged in the Complaint solely for the purpose of facilitating the settlement of the Action. The Parties agree that Defendant shall maintain any and all affirmative defenses but shall not be required to file an Answer or other responsive pleading to the Third Amended Complaint and that such agreement precludes Plaintiffs from any right to: (a) obtain a default judgment against Defendant on the basis that Defendant did not respond to the Third Amended Complaint; (b) argue that Defendant waived any right to a motion to dismiss or other challenge to the pleadings; and (c) argue that Defendant waived any affirmative defense. If the Settlement does not obtain Preliminary and Final Approval, Plaintiffs will promptly withdraw the Third Amended Complaint and it will be void *ab initio*.

95. Release of Claims By Participating Class Members. Upon the Effective Date, and except as to such rights or claims as may be created by the Settlement Agreement, each and every Participating Class Member, on behalf of themselves and their heirs and assigns, releases the Released Parties from the Released Class Claims.

96. Release of Claims By Participating Collective Members. Upon cashing and/or otherwise negotiating their Individual Settlement Payment check that contains the restrictive endorsement substantially in the form as set forth in Paragraph 88, and except as to such rights or

claims as may be created by the Settlement Agreement, each and every Putative Collective Member who becomes a Participating Collective Member and, on behalf of themselves and their heirs and assigns, releases the Released Parties from the Released Collective Claims.

97. General Release by Representative Service Award Recipients Only. Upon the date Defendant transfers the Total Settlement Amount to the Settlement Administrator, the Representative Service Award Recipients shall release the Released Parties from the Released Claims and the Released PAGA Claims and, in addition, the Representative Service Award Recipients make the additional following General Release in favor of the Released Parties:

a. Representative Service Award Recipients, individually, unconditionally waive and forever release the Released Parties from any and all demands, damages, debts, liabilities, actions, causes of action and claims of every kind and nature whatsoever, whether now known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, arising or accruing at any time prior to the Effective Date, which now exist, or heretofore have existed, upon any theory of law or equity, including, without limitation, all claims under the California Fair Employment and Housing Act, Illinois Human Rights Act, Americans with Disabilities Act, Age Discrimination in Employment Act, and Title VII of the Civil Rights Act of 1964. Representative Service Award Recipients are deemed by operation of the order granting Final Approval to have agreed not to sue or otherwise make a claim against any of the Released Parties for any claim.

b. Representative Service Award Recipients who worked in and/or reside in California acknowledge that they have each had the opportunity to review, and have reviewed, California Civil Code section 1542, 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.

Being fully informed of this provision of the Civil Code and understanding its provisions, Representative Service Award Recipients agree to waive any rights under that section (or any statute or common law principle of similar effect), and acknowledge that the Settlement Agreement and the release contained herein extends to all claims that they have or might have against the Released Parties, including those which are presently unknown to them.

c. Representative Service Award Recipients who worked outside of and/or reside outside of California acknowledge and agree that they are releasing any and all demands, damages, debts, liabilities, actions, causes of action and claims of every kind and nature whatsoever, whether now known or unknown, they have or may have against the Released Parties through the date they sign this Settlement Agreement.

98. Representative Service Award Recipients' Release of Age Discrimination in Employment Act Claims. Representative Service Award Recipients understand and acknowledge that:

a. They are each voluntarily waiving any and all rights and claims they have against the Released Parties arising pursuant to the Age Discrimination in Employment Act, 29 U.S.C. §§ 623, et seq. ("ADEA") as of the date they sign the Settlement Agreement;

b. They are waiving these substantive rights or claims pursuant to the Settlement Agreement in exchange for consideration, the value of which exceeds the payment or remuneration to which they were already entitled;

c. They have been advised in writing to consult with an attorney of their choosing concerning the Settlement Agreement prior to executing it. They further acknowledge that they

sought such advice, that their counsel advised them to sign the Settlement Agreement, and that their execution of the Settlement Agreement is voluntary and without coercion;

d. They have been given at least twenty-one (21) days to consider the terms of the Settlement Agreement, and in the event they decide to sign the Settlement Agreement in fewer than twenty-one (21) days, they have done so with the express understanding that they had been given and declined the opportunity to consider it for a full twenty-one (21) days;

e. They may revoke their waiver of claims arising pursuant to the ADEA at any time during the seven (7) days following the date they sign the Settlement Agreement. Representative Service Award Recipients understand and agree that should they revoke their waiver of claims arising pursuant to the ADEA at any time during the seven (7) days following the date they sign the Settlement Agreement, they will receive Ten percent (10%) of their respective Court-approved Representative Service Award and such amount will be the consideration for the general release of all their rights and claims addressed in the Settlement Agreement except any claims they may have pursuant to the ADEA. Representative Service Award Recipients further understand and agree that should they not revoke their waiver of claims arising pursuant to the ADEA during the seven (7) days following the date they sign the Settlement Agreement, they will receive One Hundred percent (100%) of their respective Representative Service Award and such amount will be consideration for the general release of all rights and claims addressed in the Settlement Agreement, including any claims they may have pursuant to the ADEA;

f. Any revocation must be in writing and delivered by hand or certified mail to Evan R. Moses, Ogletree, Deakins, Nash, Smoak & Stewart, P.C., 400 South Hope Street, Suite 1200, Los Angeles, California 90071; and Laura R. Petroff, Winston & Strawn LLP, 333 South Grand Avenue, 38th Floor, Los Angeles, California 90071; and

g. Any changes to the Settlement Agreement, whether material or immaterial, do not restart the twenty-one-day (21-day) consideration period.

99. Final Approval Hearing and Entry of Judgment. Upon expiration of the Response Deadline, and with the Court's permission, a Final Approval hearing shall be conducted to finally determine the fairness of the Settlement, along with the amounts properly payable for (a) Individual Settlement Payments, (b) the Class Counsel Award, (c) the Representative Service Award payments, (c) Individual PAGA Payments, (d) PAGA LWDA Amount, and (e) all Settlement Administration Costs. Class Counsel will be responsible for drafting the attorneys' fees and costs application to be heard at the Final Approval hearing.

100. Judgment and Continued Jurisdiction. After entry of the Final Approval order and judgment, the Court shall retain continuing jurisdiction, solely for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters, and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this Agreement.

101. No Solicitation of Settlement Objections or Exclusions. The Parties agree to use their best efforts to carry out the terms of the Settlement Agreement. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit either a letter requesting exclusion from the Settlement or written objections to the Settlement Agreement or to appeal from the Court's final judgment.

102. Nullification of Settlement Agreement. The Settlement Agreement shall be null and void and any order or judgment entered by the Court in furtherance of the Settlement shall be treated as void from the beginning if: (i) the Court does not finally approve the Settlement as provided herein; (ii) the Court does not enter a final judgment as provided herein; or (iii) the

Settlement does not become final for any other reason. In such a case, the Parties shall be returned to their respective statuses as of the date and time immediately prior to the execution of the Settlement Agreement and the Parties shall proceed in all respects as if the Settlement Agreement had not been executed. In the event an appeal is filed from the Court's final judgment, or any other appellate review is sought prior to the Effective Date, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review (unless otherwise agreed to by the Parties).

III. DUTIES OF THE PARTIES PRIOR TO PRELIMINARY APPROVAL AND BETWEEN PRELIMINARY AND FINAL APPROVAL

103. Within fourteen (14) days of execution of the Settlement Agreement, Plaintiffs shall move the Court for Preliminary Approval of the Settlement and obtain entry of an order accomplishing the following:

- a. Preliminarily approving the Settlement;
- b. Approving as to form and content the proposed Notices of Settlement;
- c. Directing the issuance of the Notices of Settlement;
- d. Preliminarily appointing Plaintiffs and Class Counsel as representatives of

the Class Members;

Preliminarily approving settlement administration services to be provided by the Settlement Administrator and Settlement Administration Costs; and

- e. Scheduling the Final Approval hearing, which is a fairness hearing on the question of whether the proposed Settlement Agreement should be finally approved as fair, reasonable, and adequate.

104. The Parties shall submit the Settlement Agreement in support of Plaintiffs' unopposed motion for Preliminary Approval of the Settlement. Plaintiffs shall provide Defendant no fewer than three (3) business days to review the motion for Preliminary Approval, and shall not file the motion for Preliminary Approval or any other documents until Defendant has had the opportunity to review and comment.

105. Class Counsel will file a motion for Final Approval of the Settlement and supporting documents with the Court fourteen (14) days before the Final Approval hearing or such other date as the Court directs. Supporting documents include: (a) a declaration by the Settlement Administrator of due diligence and proof of issuing the Notice of Settlement, and of the delivery results of the Settlement Administrator's mailings/emails/text messages including tracing and re-issuing efforts; (b) a proposed order granting Final Approval; and (c) a proposed final judgment. Class Counsel will send Defense Counsel the motion for Final Approval of the Settlement for review, comments, and changes no less than three (3) business days prior to filing the motion. Defendant shall then have the opportunity to review and comment on the motion. The Parties will meet and confer and agree upon the proposed order granting Final Approval and the proposed final judgment. Defendant will not oppose Final Approval of the Settlement.

106. Class Counsel will submit a proposed order and judgment for Final Approval. The proposed order and judgment shall include the following findings and orders:

- a. Approving the Settlement, adjudging the terms thereof to be fair, reasonable, and adequate, and directing that its terms and provisions be carried out;
- b. Approving the payment of the Representative Service Awards to Representative Service Award Recipients;
- c. Approving Class Counsel's application for the Class Counsel Award;

d. Approving the PAGA Amount; and

e. Providing that the Court will retain jurisdiction to oversee administration

and enforcement of the terms of the Settlement and the Court's orders.

IV. DUTIES OF THE PARTIES AFTER FINAL COURT APPROVAL

107. Following entry of the Court's Final Approval order and judgment, the Parties will each act to ensure its timely execution and the fulfillment of all its provisions, including but not limited to the following:

a. Should an appeal be taken from the Final Approval of the Settlement, all

Parties will support the Final Approval order on appeal; and

b. Class Counsel and Defense Counsel will reasonably assist the Settlement

Administrator as needed or requested in the process of identifying and locating Participating

Class Members, Putative Collective Members, and/or PAGA Members.

V. OTHER PROVISIONS

108. No Admission. Nothing contained herein, nor the consummation of the Settlement Agreement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant or any of the other Released Parties. The Parties have entered into the Settlement Agreement with the intention of avoiding further disputes and litigation with their attendant inconvenience and expenses. The Settlement Agreement is a settlement document and, pursuant to Federal Rule of Evidence 408 and/or any other similar law, shall be inadmissible in evidence in any proceeding, except an action or proceeding to approve the Settlement, and/or interpret or enforce the Settlement.

109. Notices. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly

given as of the third (3rd) business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

<u>To Plaintiffs' Counsel:</u> OUTTEN & GOLDEN LLP Molly J. Frandsen One California Street, 12th Floor San Francisco, California 94111 OUTTEN & GOLDEN LLP Melissa L. Stewart Justin M. Swartz 685 Third Avenue, 25th Floor New York, New York 10017	<u>To Defendant's Counsel:</u> OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C. Evan R. Moses 400 South Hope Street, Suite 1200 Los Angeles, California 90071 OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C. Christopher Cascino 100 North Tampa Street, Suite 3600 Tampa, Florida 33602 WINSTON & STRAWN LLP Laura R. Petroff Jason S. Campbell Tristan R. Kirk 333 South Grand Avenue, 38th Floor Los Angeles, California 90071
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110. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments called for hereunder, and Class Members, Putative Collective Members, and/or PAGA Members are not relying on any statement or representation by the Parties in this regard. The Settlement Administrator shall indemnify the Parties and counsel regarding any improper handling of the taxing of the Individual Settlement Payments. Class Members, Putative Collective Members, and/or PAGA Members understand and agree that each will be solely responsible for the payment of any employee-side taxes and penalties assessed on the Individual Settlement Payments which are issued to them, as described herein, and will defend, indemnify, and hold the Parties free and harmless from any non-payment of the taxes that they owe.

111. Return of Defendant's Confidential Records. After final approval, Class Counsel agree to return or destroy all confidential documents produced by Defendant in the Action (whether produced in electronic or paper form) within ten (10) days of Defendant's request except to the extent retention is required by ethical rules and/or malpractice policies. Should Class Counsel destroy those documents, they shall certify under penalty of perjury that such documents have been destroyed. To the extent Class Counsel does not destroy confidential documents based on ethical rules or malpractice policies, they shall identify all such documents retained to Defendant's Counsel, in writing, and maintain such documents confidentially as required by the previously executed agreements among the Parties.

112. Exhibits and Headings. The terms of this Agreement include the terms set forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits are an integral part of the Settlement. The descriptive headings of any paragraphs or sections of the Settlement Agreement are inserted for convenience of reference only and do not constitute a part of the Settlement Agreement.

113. Amendment or Modification. Unless otherwise provided herein, the Settlement Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

114. Entire Agreement. The Settlement Agreement, any supplemental written agreement subsequently incorporated, and any attached Exhibits constitute the entire Settlement Agreement among these Parties, and no oral or written representations, warranties or inducements have been made to any Party concerning the Settlement Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in such documents.

115. Authorization to Enter Into Settlement Agreement. The signatories hereto represent that they are fully authorized to enter into the Settlement Agreement and bind the Parties hereto to the terms and conditions hereof.

116. Mutual Full Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. Any disputes arising out of or relating to this Settlement Agreement will be submitted to the Court.

117. Binding on Successors and Assigns. The Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, and successors. The Parties hereto represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein.

118. Participating Class Member, Participating Collective Member, and PAGA Member Signatories. It is agreed that because the Participating Class Members, Participating Collective Members, and PAGA Members are numerous, it is impossible or impractical to have each Participating Class Member, Participating Collective Member, and PAGA Member execute the Settlement Agreement. The Notice of Settlement will advise all Class Members, Putative Collective Members, and PAGA Members of the binding nature of the release and, upon Final Approval or as otherwise required under the terms of this Settlement, such shall have the same force and effect as if the Settlement Agreement were executed by each Participating Class Member, Participating Collective Member, and PAGA Member.

119. Illinois Law Governs. All terms of the Settlement Agreement and the exhibits hereto shall be governed by and interpreted according to the laws of the State of Illinois.

120. Counterparts. The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including electronic, pdf, DocuSign, and scanned copies of the signature page, shall be deemed to be one and the same instrument provided that counsel for the Parties to the Settlement Agreement shall exchange among themselves original signed counterparts.

121. Representative Service Award Recipients' Waiver of Right to be Excluded. Representative Service Award Recipients agree that by signing the Settlement Agreement, they are bound by the terms herein stated and further agree not to request to be excluded from the Class.

122. Non-Publicity Agreement. Plaintiffs and Class Counsel agree not to publicize the Settlement, including the fact of the Settlement, its terms or contents, and the negotiations underlying the Settlement, in any manner or form, directly or indirectly. For the avoidance of doubt, this section means Plaintiffs and Class Counsel agree not to issue press releases or publish information on Class Counsel's website regarding the Settlement. If contacted by any member of the media regarding the Settlement, Plaintiffs and/or Class Counsel will simply state that the litigation has been resolved. Nothing herein shall limit Plaintiffs and Class Counsel from communicating with Class Members and Putative Collective Members regarding the Settlement; taking necessary actions to effectuate the terms of the Settlement; and/or Class Counsel from referencing the Settlement to prove adequacy as class counsel in other actions or referring to the litigation in this case.

SIGNATURES ON THE FOLLOWING PAGE

Dated: 07/28/2022, 2022



Plaintiff Aris Cienega

Dated: _____, 2022

Plaintiff Zakeia Hampton

Dated: _____, 2022

Joseph Ahern

Dated: _____, 2022

N'dunga Kahil Balakushna

Dated: _____, 2022

Nathan Lander

Dated: _____, 2022

Nicholas Libutti

Dated: _____, 2022

Echo Global Logistics, Inc.

By:
Its:

APPROVED AS TO FORM:

Dated: 7/27/2022, 2022

OUTTEN & GOLDEN LLP



By: Melissa L. Stewart

Molly J. Frandsen

*Attorneys for Plaintiffs and the Class and
Collective Members and Aggrieved
Employees*

Dated: _____, 2022

Plaintiff Aris Cienega

Dated: 07/27/2022, 2022



Plaintiff Zakeia Hampton

Dated: _____, 2022

Joseph Ahern

Dated: _____, 2022

N'dunga Kahil Balakushna

Dated: _____, 2022

Nathan Lander

Dated: _____, 2022

Nicholas Libutti

Dated: _____, 2022

Echo Global Logistics, Inc.

By:
Its:

APPROVED AS TO FORM:

Dated: 7/27/2022, 2022

OUTTEN & GOLDEN LLP



By: Melissa L. Stewart

Molly J. Frandsen

*Attorneys for Plaintiffs and the Class and
Collective Members and Aggrieved
Employees*

Dated: _____, 2022

Plaintiff Aris Cienega

Dated: _____, 2022

Plaintiff Zakeia Hampton

Dated: 08/02/2022, 2022



Joseph Ahern

Dated: _____, 2022

N'dunga Kahil Balakushna

Dated: _____, 2022

Nathan Lander

Dated: _____, 2022

Nicholas Libutti

Dated: _____, 2022

Echo Global Logistics, Inc.

By:
Its:

APPROVED AS TO FORM:

Dated: 7/27/2022, 2022

OUTTEN & GOLDEN LLP



By: Melissa L. Stewart

Molly J. Frandsen

*Attorneys for Plaintiffs and the Class and
Collective Members and Aggrieved
Employees*

Dated: _____, 2022

Plaintiff Aris Cienega

Dated: _____, 2022

Plaintiff Zakeia Hampton

Dated: _____, 2022

Joseph Ahern

Dated: 08/08/2022, 2022



N'dunga Kahil Balakushna

Dated: _____, 2022

Nathan Lander

Dated: _____, 2022

Nicholas Libutti

Dated: _____, 2022

Echo Global Logistics, Inc.

By:
Its:

APPROVED AS TO FORM:

Dated: 7/27/2022, 2022

OUTTEN & GOLDEN LLP



By: Melissa L. Stewart

Molly J. Frandsen

*Attorneys for Plaintiffs and the Class and
Collective Members and Aggrieved
Employees*

Dated: _____, 2022

Plaintiff Aris Cienega

Dated: _____, 2022

Plaintiff Zakeia Hampton

Dated: _____, 2022

Joseph Ahern

Dated: _____, 2022

N'dunga Kahil Balakushna

08/01/2022
Dated: _____, 2022



Nathan Lander

Dated: _____, 2022

Nicholas Libutti

Dated: _____, 2022

Echo Global Logistics, Inc.

By:
Its:

APPROVED AS TO FORM:

Dated: 7/27/2022, 2022

OUTTEN & GOLDEN LLP



By: Melissa L. Stewart

Molly J. Frandsen

*Attorneys for Plaintiffs and the Class and
Collective Members and Aggrieved
Employees*

Dated: _____, 2022

Plaintiff Aris Cienega

Dated: _____, 2022

Plaintiff Zakeia Hampton

Dated: _____, 2022

Joseph Ahern

Dated: _____, 2022

N'dunga Kahil Balakushna

Dated: _____, 2022

Nathan Lander

Dated: 07/28/2022, 2022



Nicholas Libutti

Dated: _____, 2022

Echo Global Logistics, Inc.

By:
Its:

APPROVED AS TO FORM:

Dated: 7/27/2022, 2022

OUTTEN & GOLDEN LLP



By: Melissa L. Stewart

Molly J. Frandsen

*Attorneys for Plaintiffs and the Class and
Collective Members and Aggrieved
Employees*

Dated: _____, 2022

Plaintiff Aris Cienega

Dated: _____, 2022

Plaintiff Zakeia Hampton

Dated: _____, 2022

Joseph Ahern

Dated: _____, 2022

N'dunga Kahil Balakushna

Dated: _____, 2022

Nathan Lander

Dated: _____, 2022

Nicholas Libutti

Dated: 8/11/2022, 2022

Echo Global Logistics, Inc.

DocuSigned by:



9D034BE96C8D4B0...

By: _____

Its: _____

Vice President & Associate General Counsel

APPROVED AS TO FORM:

Dated: 7/27/2022, 2022

OUTTEN & GOLDEN LLP



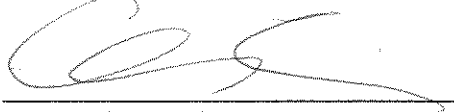
By: _____
Melissa L. Stewart

Molly J. Frandsen

*Attorneys for Plaintiffs and the Class and
Collective Members and Aggrieved
Employees*

Dated: August 12, 2022

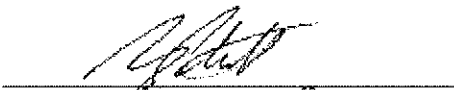
OGLETREE, DEAKINS, NASH, SMOAK
& STEWART, P.C.



By: Evan R. Moses
Christopher Cascino

Dated: August 11, 2022

WINSTON & STRAWN LLP



By: Laura R. Petroff
Jason S. Campbell
Tristan R. Kirk

Attorneys for Defendant

Exhibit A

OFFICIAL COURT NOTICE OF CLASS ACTION SETTLEMENT

[NAME]

[ADDRESS]

[CITY, STATE ZIP]

If you worked for Echo Global Logistics (“Echo”) in California or Illinois as a salesperson you may be entitled to a payment from a class action lawsuit settlement.

A court authorized this notice. This is not a solicitation from a lawyer.

- You have received this Notice because Echo’s records indicate that you were employed in a covered sales position during the relevant period.
- Former Echo employees filed a lawsuit against Echo alleging that Echo failed to pay proper overtime wages and violated other state law provisions. Echo denies these allegations and maintains that it has always fully complied with all applicable federal and state wage and hour laws. The Court has not made any ruling on the merits of the claims. The parties have entered into a settlement with the intention to avoid further disputes and litigation with the attendant inconvenience and expense.
- Under the allocation formula created by the settlement, your potential settlement payment is estimated to be approximately \$[AMOUNT], subject to deductions for applicable taxes.

Your legal rights may be affected by this settlement, and you have a choice to make:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING NOW, CASH A SETTLEMENT CHECK	If you do nothing, you will remain a part of this case, release the Released Class Claims discussed in Section 10 below, and be sent a settlement payment of approximately \$[AMOUNT], subject to applicable taxes and withholdings. If you endorse and deposit the settlement check, you will further release the Released Collective Claims discussed in Section 10 below. If you do not cash or otherwise negotiate your settlement check, you will release the Released Class Claims, but not the Released Collective Claims.
EXCLUDE YOURSELF	If you do not want to participate in the settlement and want to retain your right to sue Echo for unpaid wages and related wage and hour claims under California or Illinois state law as well as federal law, you must submit a written Opt-out Statement to the Settlement Administrator, as discussed in Section 11 below. If you submit an Opt-out Statement, you will not be eligible to receive a settlement payment or object to the settlement.

OBJECT	If you do not submit an Opt-out Statement, you may write to the Court about why you object to the settlement. More information about objecting is set forth in Section 15 below.
---------------	--

- These rights and options – **and the deadlines to exercise them** – are explained in greater detail in this Notice.
- The Court still has to decide whether to approve the settlement. Settlement payments will be made if the Court approves the settlement and after any appeals are resolved. Please be patient.

BASIC INFORMATION

1. Why did I get this notice?

The Court ordered that you be sent this Notice because you have a right to know about a proposed class and collective action settlement, and about all of your options, before the Court decides whether to approve the settlement. This Notice explains the lawsuit, your legal rights, and what benefits are available.

The Court overseeing this settlement is the United States District Court for the Northern District of Illinois. The litigation is *Cienega v. Echo Global Logistics, Inc.*, 1:22-cv-00644.

2. Am I covered by this settlement?

Echo's records state that you are a "Covered Employee" because you were employed by Echo in one or more of the following roles, geographies, and class periods:

- as an hourly Covered Employee in California between June 30, 2018 and June 30, 2022;
- as a salaried Covered Employee in California between December 11, 2015 and June 30, 2022;
- as an hourly Covered Employee in Illinois between June 30, 2019 and June 30, 2022;
- as a salaried Covered Employee in Illinois between December 11, 2016 and June 30, 2022;

For the purposes of this settlement, "Covered Employee" includes the following job titles: Carrier Account Executive, Carrier Apprentice, Carrier Development Associate, Carrier Development Representative, Carrier Sales, Carrier Sales Representative, Client Associate, Client Representative, Client Sales Representatives, Client Solutions Executive, Customer Account Executive, Customer Apprentice, Customer Sales, Inside Sales Representative, Logistics Sales Trainee, National Account Manager, National Carrier Account Representative, National Sales Representative, Sales Representative, Client Solutions Representative, Sales Trainee, Specialized Service Associate, Specialized Service Representative, Senior Account Executive, Senior Business Development Representative, Senior Carrier Development Representative, Senior Client Representative, Senior Client Solutions Executive, Senior National Account Manager, Senior Outside Sales Executive, Senior Sales Executive, Senior Shipment Specialist, Senior Carrier

Operations Representative, Senior Specialized Services Representative, Shipment Specialist, and Strategic Sourcing Representative.

3. What is the litigation about?

The litigation is primarily about whether Echo failed to pay proper overtime wages to salespersons who were Covered Employees. Echo denies these allegations and believes that its Covered Employees received all wages and payments to which they were entitled. The Court has not made any ruling on the merits of the claims, and no party has prevailed in this action. Plaintiffs and the Class are represented by Class Counsel, Melissa Stewart and Molly Frandsen of Outten & Golden LLP. Echo is represented by Evan R. Moses and Christopher Cascino of Ogletree, Deakins, Nash, Smoak & Stewart, P.C. and Laura R. Petroff, Jason S. Campbell, and Tristan R. Kirk of Winston & Strawn LLP. If you have questions about the settlement, you may contact either the Settlement Administrator or Class Counsel using the contact information provided in Section 20, below.

4. Why is this a class/collective action?

In a class action, one or more people called “class representatives” sue not only for themselves, but on behalf of other people who have similar claims. The people are called “class members” and together are the “class.” Similarly, in a collective action, one or more people can seek to represent a “collective” of similarly situated people. The individuals who initiated this class/collective action are called the “Plaintiffs.” In a class/collective action, the Plaintiffs ask the court to resolve the issues for every member of the class and collective.

5. Why is there a settlement?

The Court did not decide in favor of Plaintiffs or Echo. Both sides believe they will prevail in the litigation, and there was no decision in favor of either party. Instead, the parties have agreed to resolve this matter solely in order to avoid the burden, expense and risks associated with continued litigation. Plaintiffs and Class Counsel think the settlement is in the best interests of all Class Members.

THE SETTLEMENT BENEFITS – WHAT YOU GET

6. What does the settlement provide?

Echo has agreed to pay a total of up to \$6,575,000.00 (the “Total Settlement Amount”). The Total Settlement Amount will be used to pay: (1) Participating Class Members and Participating Collective Members; (2) attorneys’ fees of up to \$2,191,666.66 (one-third of the Total Settlement Amount) plus reimbursement of actual litigation expenses and costs of up to \$58,000.00; (3) Service Awards totaling \$44,000.00, divided among the two Plaintiffs and the four Class and Collective Member Witnesses; (4) \$37,500.00 to the California Labor and Workforce Development Agency plus \$12,500.00 to the California PAGA Members; and (5) the Settlement Administrator’s fees and costs of up to \$XX.

7. How much will my settlement payment be and how was it calculated?

Based on the formula that has been preliminarily approved by the Court, your settlement payment is estimated to be \$[AMOUNT], one half of which is subject to payroll deductions for applicable taxes and withholdings like any other paycheck, for which you will receive a Form W-2, and one half of which is not subject to deductions and will be reported on a Form 1099. Neither Class Counsel nor Echo's counsel can advise you regarding the tax consequences of the settlement. You may wish to consult with your own personal tax advisor in connection with the settlement.

The formula that has been approved by the Court and used to calculate your settlement payment considers the number of weeks you worked and the relative value of the damages available under the applicable laws in California and/or Illinois as compared with the value of damages available in other geographies, whether you signed an arbitration agreement with Echo, and whether you received more than half of your compensation in commissions pay. The Settlement Agreement contains the exact allocation formula. You may obtain a copy of the Settlement Agreement at www.XXXX.com.

The Settlement Administrator used information from Echo's records to calculate your payment. If you have questions about your calculation, you may contact the Settlement Administrator using the contact information in Section 20 below. If you dispute Echo's records and/or the calculation of your settlement payment, you must notify the Settlement Administrator and provide written documentation supporting your contention. You must submit this information by [INSERT DATE 60 DAYS FROM NOTICE MAILING]. Echo's records are presumed to be correct unless you prove otherwise with documentary evidence. The Settlement Administrator will evaluate the information you provide and will make the final decision as to any dispute.

Settlement checks that are not cashed within 120 days of issuance will be null and void.

HOW YOU GET A PAYMENT

8. How can I get my payment?

If you wish to participate in the Settlement, you do not need to take any current action. You will receive a payment of \$[AMOUNT] by mail. If your mailing address has changed, please contact the Settlement Administrator or update your address at www.XXXX.com.

9. When will I get my settlement payment?

The Court is scheduled to hold a hearing on [REDACTED], at [REDACTED] to determine whether to give final approval to the Settlement. If the Court approves the Settlement, settlement checks are anticipated to be mailed approximately two months after the Court enters final approval of the Settlement. Please be patient and update the Settlement Administrator if your mailing address changes.

10. What am I giving up by releasing my claims?

If you cash your settlement check, you will release the Released Collective Claims. This means that you cannot sue, continue to sue, or be part of any other legal action against Echo asserting any

and all claims, known or unknown, and factual or legal theories that were asserted in any Complaint in this Action and/or any and all claims, known or unknown, and factual or legal theories that could have been asserted in any Complaint in this Action based on any facts and/or allegations alleged in any Complaint in this Action and that accrued during your employment with Echo during the Hourly Covered Employee Collective Period, and/or the Salaried Covered Employee Collective Period, including but not limited to, without limitations, all federal claims for unpaid wages, premium pay of any kind, and all claims for penalties, interest, liquidated damages, attorneys' fees, costs, and expenses.

Regardless of whether you cash or otherwise negotiate a settlement check, if you do not exclude yourself from the settlement (as described in Section 11 below), you will release the Released Class Claims. This means that you cannot sue, continue to sue, or be part of any other legal action against Echo asserting the California Released Claims and/or Illinois Released Claims.

Released California Claims" means any and all claims except for claims under the Fair Labor Standards Act, known or unknown, and factual or legal theories that were asserted in any Complaint in this Action and/or any and all claims, known or unknown, and factual or legal theories that could have been asserted in any Complaint in this Action based on any facts and/or allegations alleged in any Complaint in this Action and that accrued during a Covered Employee's employment with Echo during the California Hourly Sub-Class Period and/or the California Salaried Sub-Class Period, including but not limited to, without limitations, all claims for unpaid wages, premium pay of any kind, and all claims for penalties, interest, liquidated damages, attorneys' fees, costs, and expenses. The release includes, but is not limited to, any and all claims, known or unknown, for and/or relating to: rest periods; meal periods; minimum wages; overtime wages; pay for all hours worked, including but not limited to alleged off-the-clock work; proper calculation of the regular rate of pay, including for purposes of overtime pay; timeliness of wage payment; payment of wages at termination; waiting time penalties; itemized wage statements and/or accuracy of wage statements; reimbursement of business expenses; recordkeeping; unfair competition; any unpaid wages or compensation related to any or all of the foregoing; any premium payments related to any or all the foregoing; restitution for any of the foregoing; any penalties, including statutory and civil penalties, related to any or all the foregoing; attorneys' fees or costs related to any or all of the foregoing; interest related to any of the foregoing; and/or any other damages or amounts related to any or all of the foregoing.

"Released Illinois Claims" means any and all claims except for claims under the Fair Labor Standards Act, known or unknown, and factual or legal theories that were asserted in any Complaint in this Action and/or any and all claims, known or unknown, and factual or legal theories that could have been asserted in any Complaint in this Action based on any facts and/or allegations alleged in any Complaint in this Action and that accrued during a Covered Employee's employment with Echo during the Illinois Hourly Sub-Class Period and/or the Illinois Salaried Sub-Class Period, including but not limited to, without limitations, all claims for unpaid wages, premium pay of any kind, and all claims for penalties, interest, liquidated damages, treble damages, attorneys' fees, costs, and expenses. The release includes, but is not limited to, any and all claims, known or unknown, for and/or relating to: minimum wages; overtime wages; pay for all hours worked, including but not limited to alleged off-the-clock work; proper calculation of the regular rate of pay, including for purposes of overtime pay; recordkeeping, including but not limited to any failure to maintain and/or provide accurate records; any unpaid wages or compensation related

to any or all of the foregoing; any premium payments related to any or all the foregoing; restitution for any of the foregoing; any penalties, including statutory and civil penalties, related to any or all the foregoing; attorneys' fees or costs related to any or all of the foregoing; interest related to any of the foregoing; and/or any other damages or amounts related to any or all of the foregoing.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not wish to release your California and/or Illinois state law claims, then you must take steps to exclude yourself. This is sometimes referred to as "opting out" of the settlement.

11. How do I opt out of the settlement?

If you wish to exclude yourself from the settlement, you must submit a written Opt-out Statement to the Settlement Administrator, stating: (i) your name, address, and last four digits of your Social Security Number; and (ii) a statement indicating your intent to exclude yourself from the settlement, such as "I opt out of the Echo wage and hour settlement." The Opt-out Statement must be postmarked by or otherwise received on or before **INSERT DATE 60 DAYS FROM NOTICE MAILING**.

If you submit an Opt-out Statement, you will not be eligible to receive a settlement check. You will retain the right to bring your own legal action against Echo. You should be aware that your claims are subject to a statute of limitations, which means that they will expire on a certain date. If you ask to be excluded, you cannot object to the settlement.

12. If I exclude myself, can I get money from this settlement?

No. If you exclude yourself, you will not be eligible to receive a settlement check.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

The Court has decided that the lawyers at the law firm of Outten & Golden LLP are qualified to represent you and all class members. These lawyers are called “Class Counsel.” You will not be charged separately for these lawyers; their fees are being covered by the settlement fund. You do not need to retain your own attorney in order to participate as a Class Member. If you do not opt out of the class and want to be represented by your own lawyer, you may hire one at your own expense.

14. How will the lawyers be paid?

Class Counsel will ask the Court to approve payment of up to one-third of the Total Settlement Amount for their attorneys’ fees. These fees would compensate Class Counsel for investigating the facts, litigating the case, and negotiating the settlement. Class Counsel will also ask the Court to approve payment for the out-of-pocket costs they incurred litigating and resolving the case.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the settlement or some part of it.

15. How do I tell the Court that I disapprove of the settlement?

If you have not submitted an Opt-out Statement, you can object to any portion of the settlement which you disapprove. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object to the settlement, send a letter to the Settlement Administrator saying that you object to the settlement which includes all of the following: (i) your name, address, and telephone number; (ii) the case name and number (*Cienega, et al., v. Echo Global Logistics, Inc.*, Case No. 1:22-cv-00644); (iii) all reasons for objecting to the settlement, including the reasons you believe that the Court should find that the Settlement is not in the best interests of the Class and why the Settlement should not be approved, and any supporting documentation.

As an Objector, you also have the right to appear at the Fairness Hearing before the Court (explained in Sections 17 and 18 below) either yourself or through your own counsel. If you wish to appear at the Fairness Hearing, you should state your intention to do so in your letter to the Settlement Administrator.

Objections should be mailed to the Settlement Administrator at:

[SETTLEMENT ADMINISTRATOR CONTACT]

Your objection must be postmarked by or otherwise received on or before **[INSERT DATE 60 DAYS FROM NOTICE MAILING]**.

16. What's the difference between objecting and opting out?

Objecting is telling the Court that you do not like something about the settlement and asking the Court not to approve the settlement as is. You can object only if you stay in the Class.

Opting out (also known as excluding yourself) is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you. If you submit both an objection and an Opt-out Statement, the Settlement Administrator will attempt to contact you to determine whether you intended to object or exclude yourself. If the Settlement Administrator cannot reach you, it will be presumed that you intended to exclude yourself, and your objection will not be considered.

THE COURT'S FAIRNESS HEARING

17. When and where will the Court decide whether to approve the settlement?

The Court will hold the Fairness Hearing on _____ at _____.

At the hearing, the Court will determine whether the settlement is fair, adequate, and reasonable and will consider any properly submitted objections. Please contact Class Counsel using the contact information provided in Section 20 below if you have any questions about the date and time of the Fairness Hearing.

18. Do I have to come to the fairness hearing?

No. Class Counsel will attend to answer questions the Court may have. But, you are welcome to attend at your own expense. If you send an objection, you do not have to attend. As long as you have not excluded yourself and have mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

GETTING MORE INFORMATION

19. Are there more details about the settlement?

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at www.XXX.com.

20. How do I get more information?

If you have other questions about the settlement or want more information, you can contact the Settlement Administrator, [phone number and email address _____] or Class Counsel at:

Melissa L. Stewart
OUTTEN & GOLDEN LLP
685 Third Avenue, 25th Floor
New York, NY 10017
Telephone: (212) 245-1000
EchoSettlement@outtengolden.com

Molly J. Frandsen
OUTTEN & GOLDEN LLP
One California Street, 12th Floor
San Francisco, CA 94111
Telephone: (415) 638-8800
EchoSettlement@outtengolden.com

DATED: _____, 20__

Do not contact the Court directly for any reason.

Exhibit B

OFFICIAL COURT NOTICE OF SETTLEMENT AND OPPORTUNITY TO JOIN

[NAME]

[ADDRESS]

[CITY, STATE ZIP]

If you worked for Echo as salesperson, you may be entitled to a payment from a collective action lawsuit settlement.

A court authorized this notice. This is not a solicitation from a lawyer.

- You have received this Notice because Echo's records indicate that you were employed in a covered sales position during the relevant period.
- Former Echo employees filed a lawsuit against Echo alleging that Echo failed to pay proper overtime wages. Echo denies these allegations and maintains that it has always fully complied with all applicable federal and state wage and hour laws. The Court has not made any ruling on the merits of the claims. The parties have entered into a settlement with the intention to avoid further disputes and litigation with the attendant inconvenience and expense.
- Under the allocation formula created by the settlement, your potential settlement payment is estimated to be approximately \$[AMOUNT], subject to deductions for applicable taxes.

Your legal rights may be affected by this settlement, and you have a choice to make:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING NOW, CASH A SETTLEMENT CHECK	If you do nothing, you will be sent a settlement check of approximately \$[AMOUNT], subject to applicable taxes and withholdings. If you endorse and deposit the settlement check, you will release the Released Collective Claims discussed in Section 10 below.
DO NOT CASH CHECK	If you do not cash or otherwise negotiate your settlement check, you will retain your right to file your own legal action against Echo, should you choose.

- These rights and options – **and the deadlines to exercise them** – are explained in greater detail in this Notice.

- The Court in charge of this case still has to decide whether to approve the settlement. Settlement payments will be made if the Court approves the settlement and after any appeals are resolved. Please be patient.

BASIC INFORMATION

1. Why did I get this notice?

The Court ordered that you be sent this Notice because you have a right to know about the settlement of a collective action lawsuit in which you are eligible to participate, and about all of your options. This Notice explains the lawsuit, the settlement, your legal rights, and what benefits are available.

The Court overseeing this case is the United States District Court for the Northern District of Illinois. The litigation is *Cienega v. Echo Global Logistics, Inc.*, 1:22-cv-00644.

2. Am I covered by this settlement?

Echo's records state that you were employed by Echo as a salaried Covered Employee at any time between December 11, 2016 and June 30, 2022 and/or as an hourly Covered Employee at any time between June 30, 2019 and June 30, 2022. "Covered Employee" includes the following job titles: Carrier Account Executive, Carrier Apprentice, Carrier Development Associate, Carrier Development Representative, Carrier Sales, Carrier Sales Representative, Client Associate, Client Representative, Client Sales Representatives, Client Solutions Executive, Customer Account Executive, Customer Apprentice, Customer Sales, Inside Sales Representative, Logistics Sales Trainee, National Account Manager, National Carrier Account Representative, National Sales Representative, Sales Representative, Client Solutions Representative, Sales Trainee, Specialized Service Associate, Specialized Service Representative, Senior Account Executive, Senior Business Development Representative, Senior Carrier Development Representative, Senior Client Representative, Senior Client Solutions Executive, Senior National Account Manager, Senior Outside Sales Executive, Senior Sales Executive, Senior Shipment Specialist, Senior Carrier Operations Representative, Senior Specialized Services Representative, Shipment Specialist, and Strategic Sourcing Representative.

3. What is the litigation about?

The litigation is primarily about whether Echo failed to pay proper overtime wages to salespersons who were Covered Employees. Echo denies these allegations and believes that its Covered Employees received all wages and payments to which they were entitled. The Court has not made any ruling on the merits of the claims, and no party has prevailed in this action. Plaintiffs and the Class are represented by Class Counsel, Melissa Stewart and Molly Frandsen of Outten & Golden LLP. Echo is represented by Evan R. Moses and Christopher Cascino of Ogletree, Deakins, Nash, Smoak & Stewart, P.C. and Laura R. Petroff, Jason S. Campbell, and Tristan R. Kirk of Winston

& Strawn LLP. If you have questions about the settlement, you may contact either the Settlement Administrator or Class Counsel using the contact information provided in Section 16, below.

4. Why is this a collective action?

In a “collective action,” one or more people called “Named Plaintiffs” sue on behalf of people who have similar claims. However, the other employees who have similar claims do not become part of the collective action until they “opt in” to the lawsuit. You may “opt in” to the lawsuit and participate in the settlement by cashing or otherwise negotiating your settlement check.

5. Why is there a settlement?

The Court did not decide in favor of Plaintiffs or Echo. Both sides believe they will prevail in the litigation, but there was no decision in favor of either party. Instead, the parties have agreed to resolve this matter solely in order to avoid the burden, expense and risks associated with continued litigation.

THE SETTLEMENT BENEFITS – WHAT YOU GET

6. What does the settlement provide?

Echo has agreed to pay a total of up to \$6,575,000.00 (the “Total Settlement Amount”). The Total Settlement Amount will be used to pay: (1) Participating Class Members and Participating Collective Members; (2) attorneys’ fees of up to \$ 2,191,666.66 (one-third of the Total Settlement Amount) plus reimbursement of actual litigation expenses and costs of up to \$58,000.00; (3) Service Awards totaling \$44,000.00, divided among the two Plaintiffs and the four Class and Collective Member Witnesses; (4) \$37,500.00 to the California Labor and Workforce Development Agency plus \$ 12,500.00 to the California PAGA Members; and (5) the Settlement Administrator’s fees and costs of up to \$XX.

7. How much will my settlement payment be and how was it calculated?

Based on the formula that has been preliminarily approved by the Court, your settlement payment is estimated to be \$[AMOUNT], one half of which is subject to payroll deductions for applicable taxes and withholdings like any other paycheck, for which you will receive a Form W-2, and one half of which is not subject to deductions and will be reported on a Form 1099. Neither Class Counsel nor Echo’s counsel can advise you regarding the tax consequences of the settlement. You may wish to consult with your own personal tax advisor in connection with the settlement.

The formula that has been approved by the Court and used to calculate your settlement payment considers the number of weeks you worked and the relative value of damages available under the federal laws as compared with the state laws in California and/or Illinois, whether you signed an arbitration agreement with Echo, and whether you received more than half of your compensation in commissions pay. The Settlement Agreement contains the exact allocation formula. You may obtain a copy of the Settlement Agreement at www.XXXX.com.

The Settlement Administrator used information from Echo’s records to calculate your payment. If you have questions about your calculation, you may contact the Settlement Administrator using

the information below. If you dispute Echo's records and/or the calculation of your settlement payment, you must notify the Settlement Administrator and provide written documentation supporting your contention. You must submit this information by **INSERT DATE 60 DAYS FROM NOTICE MAILING**. Echo's records are presumed to be correct unless you prove otherwise with documentary evidence. The Settlement Administrator will evaluate the information you provide and will make the final decision as to any dispute.

Settlement checks that are not cashed within 120 days of issuance will be null and void.

HOW YOU GET A PAYMENT

8. How can I get my payment?

If you wish to participate in the Settlement, you do not need to take any current action. You will receive a payment of \$**AMOUNT** by mail. If your mailing address has changed, please contact the Settlement Administrator or update your address at **www.XXXX.com**.

9. When will I get my settlement payment?

The Court is scheduled to hold a hearing on **DATE**, at **LOCATION** to determine whether to give final approval to the settlement. If the Court approves the Settlement, settlement checks are anticipated to be mailed approximately two months after the Court enters final approval of the Settlement. Please be patient and update the Settlement Administrator if your mailing address changes. Please be patient and update the Settlement Administrator if your mailing address changes.

10. What am I giving up by releasing my claims?

If you cash your settlement check, you will release the Released Collective Claims. This means that you cannot sue, continue to sue, or be part of any other legal action against Echo asserting any and all claims, known or unknown, and factual or legal theories that were asserted in any Complaint in this Action and/or any and all claims, known or unknown, and factual or legal theories that could have been asserted in any Complaint in this Action based on any facts and/or allegations alleged in any Complaint in this Action and that accrued during your employment with Echo during the Hourly Covered Employee Collective Period, and/or the Salaried Covered Employee Collective Period, including but not limited to, without limitations, all federal claims for unpaid wages, premium pay of any kind, and all claims for penalties, interest, liquidated damages, attorneys' fees, costs, and expenses.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

The law firm of Outten & Golden LLP has been designated as legal counsel to represent you and other Covered Employees who participate in the settlement. You will not be charged separately for these lawyers; their fees are being covered by the settlement fund.

12. How will the lawyers be paid?

Class Counsel will ask the Court to approve payment of up to one-third of the Total Settlement Amount for their attorneys' fees. These fees would compensate Class Counsel for investigating the facts, litigating the case, and negotiating the settlement. Class Counsel will also ask the Court to approve payment for the out-of-pocket costs they incurred litigating and resolving the case.

THE COURT'S FAIRNESS HEARING

13. When and where will the Court decide whether to approve the Settlement?

The Court will hold the Fairness Hearing on _____ at _____.

At the hearing, the Court will determine whether the settlement is fair, adequate, and reasonable and will consider any properly submitted objections. Please contact Class Counsel using the contact information provided in Section 16 below if you have any questions about the date and time of the Fairness Hearing.

14. Do I have to come to the fairness hearing?

No. Class Counsel will attend to answer questions the Court may have. But, you are welcome to come at your own expense.

GETTING MORE INFORMATION

15. Are there more details about the settlement?

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at www.XXXXX.com or contact Class Counsel using the information below.

16. How do I get more information?

If you have other questions about the settlement or want more information, you can contact the Settlement Administrator, [phone number and email address _____] or Class Counsel at:

Melissa L. Stewart
OUTTEN & GOLDEN LLP
685 Third Avenue, 25th Floor
New York, NY 10017
Telephone: (212) 245-1000
EchoSettlement@outtengolden.com

Molly J. Frandsen
OUTTEN & GOLDEN LLP
One California Street, 12th Floor
San Francisco, CA 94111
Telephone: (415) 638-8800
EchoSettlement@outtengolden.com

DATED: _____, 20__

Do not contact the Court directly for any reason.

Exhibit C

Dear [California PAGA Member Name]:

The enclosed check is your share of the California Private Attorneys General Act (“PAGA”) settlement payment in the *Cienega v. Echo Global Logistics, Inc.* class action lawsuit (Case No. 1:22-cv-00644) filed in the United States District Court for the Northern District of Illinois. You are receiving this check because you are a member of this settlement’s California PAGA Group, which is defined to include all individuals who worked for Echo in California as a Covered Employee from December 11, 2018 through June 30, 2022.

In this lawsuit, Plaintiffs alleged, among other things, that Echo failed to pay Covered Employees proper overtime pay. Plaintiffs also brought related claims against Echo for alleged violations of the California Labor Code, including claims for unpaid wages. The lawsuit also included a PAGA claim brought on behalf of the State of California that sought penalties from Echo for the overtime and other California Labor Code violations that Plaintiffs alleged. Echo denies that it did anything wrong and contends that, among other things, it has complied at all times with applicable federal and California law. The Court has not made any ruling on the merits of the claims. The parties entered into a settlement to avoid further disputes and litigation with the attendant inconvenience and expense.

As part of the settlement of the PAGA claim, Echo agreed to pay \$50,000.00, which will be distributed according to PAGA’s requirement that 75% (or \$37,500.00) be distributed to the California Labor Workforce Development Agency (“LWDA”) and the remaining 25% (or \$12,500.00) be paid to PAGA Members. Your Individual PAGA Payment is determined by your proportional share of the \$12,500.00 based on the number of workweeks you worked between December 11, 2018 and June 30, 2022 (“the PAGA Period”). This PAGA settlement check is separate from and in addition to any other individual settlement payment you may receive in this case.

Because the State of California has released its PAGA claims through this settlement, you are precluded from bringing any and all claims, known and unknown, and factual or legal theories for civil penalties under the PAGA, Labor Code §§ 2698, et seq., that were asserted in any complaint in this lawsuit and/or Plaintiffs’ letters to the LWDA, and/or that could have been asserted in any complaint in this lawsuit or Plaintiffs’ letters to the LWDA based on any facts and/or allegations alleged in any complaint in this lawsuit and/or Plaintiffs’ letters to the LWDA and that accrued during your employment as a Covered Employee during the PAGA Period. Unless you excluded yourself from the class action portion of this settlement, you are also bound by the settlement release described in the settlement notice.

Enclosed you will also find an IRS Form 1099 for 100% of this payment. Please note that neither the Settlement Administrator nor Class Counsel can provide tax advice. If you have questions about the tax treatment of this payment, we suggest that you consult your tax advisor or accountant.

Please cash or deposit the check on or before its printed void date. Checks will not be re-issued after the void date and will revert to the California unclaimed property fund. If you have any questions about the calculation of your payment, please contact the Settlement Administrator at XX or XX or Class Counsel, Outten & Golden LLP, at 212-245-1000 or EchoSettlement@outtengolden.com.

Regards,

Echo Settlement Administrator

Exhibit D

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

ARIS CIENEGA and ZAKEIA HAMPTON,
Individually and On Behalf of All Others
Similarly Situated,

Plaintiffs,

v.

ECHO GLOBAL LOGISTICS, INC.,

Defendant.

Case No. 1:22-cv-00644

Assigned Judge: Judge Sara L. Ellis

**THIRD AMENDED CLASS AND
COLLECTIVE ACTION AND PAGA
COMPLAINT**

DEMAND FOR JURY TRIAL

1 Plaintiffs Aris Cienega and Zakeia Hampton (“Plaintiffs”), on behalf of themselves and all others
2 similarly situated, by and through their attorneys Outten & Golden LLP, complaining of the conduct of
3 Echo Global Logistics, Inc. (“Defendant” or “Echo”), allege as follows:

4 **PRELIMINARY STATEMENT**

5 1. This lawsuit seeks to recover unpaid overtime compensation and other damages for
6 Plaintiffs and similarly situated co-workers who have worked as inside salespeople at Echo nationwide in
7 the roles of Carrier Account Executive, Carrier Apprentice, Carrier Development Associate, Carrier
8 Development Representative, Carrier Sales, Carrier Sales Representative, Client Associate, Client
9 Representative, Client Sales Representatives, Client Solutions Executive, Customer Account Executive,
10 Customer Apprentice, Customer Sales, Inside Sales Representative, Logistics Sales Trainee, National
11 Account Manager, National Carrier Account Representative, National Sales Representative, Sales
12 Representative, Client Solutions Representative, Sales Trainee, Specialized Service Associate,
13 Specialized Service Representative, Senior Account Executive, Senior Business Development
14 Representative, Senior Carrier Development Representative, Senior Client Representative, Senior Client
15 Solutions Executive, Senior National Account Manager, Senior Outside Sales Executive, Senior Sales
16 Executive, Senior Shipment Specialist, Senior Carrier Operations Representative, Senior Specialized
17 Services Representative, Shipment Specialist, and Strategic Sourcing Representative, (collectively, “Sales
18 Representatives”).

19 2. Echo is a transportation logistics company headquartered in Illinois with approximately 30
20 branch sales offices located in approximately 13 states.

21 3. Echo employs Sales Representatives, such as Plaintiffs, to make sales of its third-party
22 logistics services to current and prospective clients.

23 4. While employed by Echo, Plaintiffs consistently worked more than 8 hours per day and
24 more than 40 hours per workweek without receiving overtime compensation for all the hours they worked.
25 Throughout the relevant period, it was Echo’s policy to deprive Plaintiffs of their earned overtime wages
26 in violation of the Fair Labor Standards Act (“FLSA”), 29 U.S.C. §§ 201, *et seq.*, the California Labor
27 Code (“Cal. Lab. Code”) and applicable Wage Orders and regulations, and the California Unfair
28 Business Practices Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* (collectively, the “California Wage

1 Laws”), and the Illinois Minimum Wage Law (“IMWL”), 820 Ill. Comp. Stat. 105/1, *et seq.*, and
2 applicable regulations (collectively, the “Illinois Wage Laws”).

3 5. During the relevant period, it has been Echo’s policy to uniformly deny Sales
4 Representatives, including Plaintiffs, proper overtime compensation, either by classifying them as exempt
5 from federal and state overtime provisions or by instructing them not to record all of their hours worked
6 per workweek. Echo classified Sales Representatives, including Plaintiffs, as exempt and non-exempt at
7 different times throughout their employment, but did not pay them proper overtime compensation,
8 regardless of their classification.

9 6. The primary duties of Sales Representatives are non-exempt. These primary duties did not
10 vary significantly from one Sales Representative to another.

11 7. The primary duties of Sales Representatives do not fall under any of the exemptions under
12 federal or state overtime laws.

13 8. Plaintiffs and Sales Representatives have worked overtime hours, as defined by applicable
14 federal and state laws, and are entitled to premium compensation at the appropriate rate for all overtime
15 hours worked.

16 9. Plaintiffs bring this action on behalf of themselves and all similarly situated current and
17 former Sales Representatives of Echo pursuant to the FLSA.

18 10. Plaintiffs seek permission to give notice of this action pursuant to 29 U.S.C. § 216(b) to all
19 persons who are presently or have at any time since December 11, 2016, worked for Echo as exempt-
20 classified Sales Representatives, and/or who are presently or have at any time since June 30, 2019 worked
21 as non-exempt-classified Sales Representatives.

22 11. Plaintiff Cienega also brings this action to recover unpaid overtime compensation and other
23 damages for himself and similarly situated current and former Sales Representatives who worked for Echo
24 in California as a Fed. R. Civ. P. 23 class action under the California Wage Laws.

25 12. Plaintiff Hampton also brings this action to recover unpaid overtime compensation and
26 other damages for herself and similarly situated current and former Sales Representatives who worked for
27 Echo in Illinois as a Fed. R. Civ. P. 23 class action under the Illinois Wage Laws.

28 13. Plaintiff Cienega also brings this action on behalf of himself and Sales Representatives

1 who worked in the State of California from December 11, 2018 through the disposition of this Action
2 (“Aggrieved Employees”), to recover penalties pursuant to California’s Private Attorneys General Act,
3 Cal. Labor Code §§ 2698 *et seq.* (“PAGA”).

4 14. By agreements dated December 11, 2019 and April 29, 2020, Echo agreed to toll the statute
5 of limitations for FLSA, California Wage Law, the Illinois Wage Law, and PAGA claims on behalf of
6 Plaintiffs and similarly situated exempt-classified Sales Representatives from December 11, 2019 to
7 March 19, 2021.

8 JURISDICTION & VENUE

9 15. This Court has federal question jurisdiction over Plaintiffs’ FLSA claims pursuant to 28
10 U.S.C. § 1331 and Section 16(b) of the FLSA, 29 U.S.C. § 216(b).

11 16. This Court has jurisdiction over Plaintiffs’ state law claims pursuant to 28 U.S.C. § 1367
12 because the state law claims and the federal claims are so closely related that they form part of the same
13 case or controversy under Article III of the United States Constitution.

14 17. This Court is empowered to issue a declaratory judgment pursuant to 28 U.S.C. §§ 2201
15 and 2202.

16 18. Venue is proper in the Northern District of Illinois pursuant to 28 U.S.C. § 1391(b)
17 because Echo is subject to personal jurisdiction in this District and a substantial part of the events or
18 omissions giving rise to Plaintiffs’ claims occurred in this District.

19 19. Notice of the claims alleged herein was provided to the California Labor & Workforce
20 Development Agency (“LWDA”) and Echo on March 23, 2021. The LWDA has not taken any action
21 with regard to the claims, including providing notice of an intent to pursue the claims.

22 THE PARTIES

23 ***Plaintiff Aris Cienega***

24 20. Plaintiff Cienega is a resident of Sacramento County, California.

25 21. Plaintiff Cienega was employed by Echo as a Sales Representative in Echo’s
26 Sacramento, California office from approximately January 2017 to approximately March 2019.

27 22. At all times relevant to the Class and Collective Action Complaint, Plaintiff Cienega was
28 an “employee” within the meaning of all applicable statutes.

23. Plaintiff Cienega regularly worked more than 40 hours in a workweek, but was not paid for all hours he worked over 40. For example, to the best of his recollection, in or around the last week of November 2017, Plaintiff Cienega worked approximately 15 overtime hours without compensation.

24. A written consent form signed by Plaintiff Cienega was previously filed, ECF No. 4-1 at 2.

Plaintiff Zakeia Hampton

25. Plaintiff Hampton is a resident of Clark County, Nevada.

26. Plaintiff Hampton was employed by Echo in Echo's Chicago, Illinois office as a Sales Representative from approximately April 2017 to approximately January 2018.

27. At all times relevant to the Class and Collective Action Complaint, Plaintiff Hampton was an "employee" within the meaning of all applicable statutes.

28. Plaintiff Hampton regularly worked more than 40 hours in a workweek, but was not paid for all hours she worked over 40. For example, to the best of her recollection, in or around the last week of August or the first week of September 2017, Plaintiff Hampton worked approximately 15 overtime hours without compensation.

29. A written consent form signed by Plaintiff Hampton was previously filed, ECF No. 1-2 at 2.

Defendant Echo Global Logistics, Inc.

30. Echo is a transportation management company.¹

31. Upon information and belief, Echo is a corporation formed under the laws of the State of Delaware with a principal place of business in Chicago, Illinois.²

32. Echo has approximately 30 offices nationwide.³

33. Upon information and belief, Echo has maintained control, oversight, and direction over its operations and employment practices.

¹ See Echo Form 10-K for the year ending December 31, 2020, available at <https://ir.echo.com/sec-filings> ("Echo 2020 10-K"), at 3.

² *Id.* at 16.

³ *Id.* at 16; "Our Locations," <https://www.echo.com/about/locations>.

1 34. At all times hereinafter mentioned, Echo was Plaintiffs' "employer" within the meaning of
2 all applicable statutes.

3 35. At all relevant times, Echo maintained control, oversight, and direction over Plaintiffs and
4 other Sales Representatives, including timekeeping, payroll, and other employment practices that applied
5 to them.

6 36. Echo has applied the same employment policies, practices, and procedures to Sales
7 Representatives nationwide, including policies, practices, and procedures with respect to payment of
8 overtime compensation.

9 37. Echo's annual gross volume of business is not less than \$500,000 within the meaning of
10 29 U.S.C. § 203(s)(A)(ii).

11 **FLSA COLLECTIVE ACTION CLAIMS**

12 38. Plaintiffs bring the First Cause of Action pursuant to the FLSA, 29 U.S.C. § 216(b), on
13 behalf of themselves and all similarly situated persons who work or have worked for Echo as an
14 exempt-classified Sales Representative nationwide since December 11, 2016 and/or who work or have
15 worked for Echo as a non-exempt-classified Sales Representative nationwide since June 30, 2019 and
16 who elect to opt-in to this action ("FLSA Collective").

17 39. Upon information and belief, there are hundreds of current and former Sales
18 Representatives who are similarly situated to Plaintiffs and were denied overtime compensation.

19 40. Plaintiffs are acting on behalf of Echo's current and former Sales Representatives' interests
20 as well as their own interests in bringing this action.

21 41. Echo unlawfully required Plaintiffs and all individuals employed as Sales Representatives
22 to work in excess of 40 hours per week without paying them overtime compensation at a rate of at least
23 one and one-half times their regular hourly rate for all overtime hours worked. Upon information and
24 belief, Echo applied the same unlawful policies and practices to all Sales Representatives.

25 42. The FLSA Collective members are readily identifiable and locatable through the use of the
26 Echo's records. The FLSA Collective should be notified of and allowed to opt-in to this action, pursuant
27 to 29 U.S.C. § 216(b). Unless the Court promptly issues such a notice, the FLSA Collective, who have
28 been unlawfully deprived of overtime pay in violation of the FLSA, will be unable to secure compensation

1 to which they are entitled, and which has been unlawfully withheld from them by the Echo.

2 **CALIFORNIA CLASS ALLEGATIONS**

3 43. Plaintiff Cienega brings the Second, Third, Fourth, Fifth, Sixth, and Seventh Causes of
4 Action on his own behalf and as a class action, pursuant to Fed R. Civ. P. 23(a) and (b), on behalf of the
5 following class of persons:

6 All exempt-classified Sales Representatives who are currently or have been
7 employed by Echo Global Logistics, Inc. in the State of California at any
8 time since December 11, 2015 through the entry of judgment in this case
9 and/or all non-exempt-classified Sales Representatives who are currently or
10 have been employed by Echo Global Logistics, Inc. in the State of
11 California at any time since June 30, 2018 through the entry of judgment in
12 this case (hereinafter referred to as the “California Class” and the
13 “California Class Period,” respectively).

14 44. Excluded from the California Class are Echo’s legal representatives, officers, directors,
15 assigns, and successors, or any individual who has, or who at any time during the class period has had, a
16 controlling interest in Echo; the Judge(s) to whom this case is assigned and any member of the Judge(s)’
17 immediate family; and all persons who will submit timely and otherwise proper requests for exclusion
18 from the California Class.

19 45. The persons in the California Class are so numerous that joinder of all members is
20 impracticable. Although the precise number of such persons is unknown, the facts on which the
21 calculation of that number can be based are presently within the sole control of Echo.

22 46. Upon information and belief, the size of the California Class is at least 100 individuals.

23 47. The Second, Third, Fourth, Fifth, Sixth, and Seventh Causes of Action are properly
24 maintainable as a class action under Fed. R. Civ. P. 23(b)(3). There are questions of law and fact common
25 to the California Class that predominate over any questions solely affecting individual members of the
26 California Class, including but not limited to:

- 27 a. Whether Echo has unlawfully failed to pay the California Class members all overtime
28 compensation owed, in violation of the California Labor Code and related regulations,
Cal. Lab. Code §§ 226, 510, and 1194; Cal. Wage Order Nos. 4-2001 and 7-2001;
- b. Whether Echo has unlawfully failed to keep and furnish the California Class members

1 with timely, accurate, and itemized records of hours worked in violation of Cal. Labor
2 Code § 226;

3 c. Whether Echo has unlawfully failed to timely pay wages due during employment and
4 upon separation in violation of Cal. Labor Code §§ 201, 202, 203, and 204;

5 d. Whether Echo has failed to reimburse the California Class members for reasonable and
6 necessary business expenses in violation of Cal. Labor Code § 2802;

7 e. Whether Echo has violated the California Unfair Competition Law, Cal. Bus & Prof.
8 Code §§ 17200, *et seq.*; and

9 f. the nature and extent of the California Class members' injuries and the appropriate
10 measure of their damages.

11 48. Plaintiff Cienega fairly and adequately protects the interests of the California Class and
12 has no interests antagonistic to the class. Plaintiff Cienega is represented by attorneys who are
13 experienced and competent in both class litigation and employment litigation.

14 49. A class is superior to other available methods for the fair and efficient adjudication of the
15 controversy, particularly in the context of wage-and-hour litigation where an individual plaintiff lacks the
16 financial resources to vigorously prosecute a lawsuit in federal court against Echo. The damages sustained
17 by individual class members are small compared to the expense and burden of individual prosecution of
18 this litigation. Class action treatment will obviate unduly duplicative litigation and the possibility of
19 inconsistent judgments.

20 50. Further, Plaintiff Cienega and the California Class have been equally affected by Echo's
21 failure to pay proper wages and other violations. Moreover, members of the California Class still
22 employed by Echo may be reluctant to raise individual claims for fear of retaliation.

23 51. Echo has acted or refused to act on grounds generally applicable to the California Class,
24 thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the
25 class as a whole.

26 52. Plaintiff Cienega's claims are typical of those of the California Class. Plaintiff Cienega
27 and the other California Class members were subjected to Echo's policies, practices, programs,
28 procedures, protocols and plans alleged herein concerning the failure to pay proper wages and the failure

1 to keep adequate records. Plaintiff Cienega's claims are typical of those of the other class members.

2 53. A class action is superior to other available methods for the fair and efficient adjudication
3 of this litigation – particularly in the context of wage litigation like the present action, where individual
4 plaintiffs may lack the financial resources to vigorously prosecute a lawsuit in federal court against Echo.
5 The members of the California Class have been damaged and are entitled to recovery as a result of Echo's
6 common and uniform policies, practices, and procedures. Although the relative damages suffered by
7 individual members of the California Class are not *de minimis*, such damages are small compared to the
8 expense and burden of individual prosecution of this litigation. In addition, class treatment is superior
9 because it will obviate the need for unduly duplicative litigation that might result in inconsistent judgments
10 about Echo's practices.

11 ILLINOIS CLASS ALLEGATIONS

12 54. Plaintiff Hampton brings the Eighth Cause of Action on her own behalf and as a class
13 action, pursuant to Fed R. Civ. P. 23(a) and (b), on behalf of the following class of persons:

14 All exempt-classified Sales Representatives who are currently or have been
15 employed by the Echo Global Logistics, Inc. in the State of Illinois at any
16 time since December 11, 2016 through the entry of judgment in this case
17 and/or all non-exempt-classified Sales Representatives who are currently or
18 have been employed by Echo Global Logistics, Inc. in the State of Illinois
19 at any time since June 30, 2019 through the entry of judgment in this case
20 (hereinafter referred to as the "Illinois Class" and the "Illinois Class
21 Period," respectively).

22 55. Excluded from the Illinois Class are Echo's legal representatives, officers, directors,
23 assigns, and successors, or any individual who has, or who at any time during the class period has had, a
24 controlling interest in Echo; the Judge(s) to whom this case is assigned and any member of the Judge(s)'
25 immediate family; and all persons who will submit timely and otherwise proper requests for exclusion
26 from the Illinois Class.

27 56. The persons in the Illinois Class are so numerous that joinder of all members is
28 impracticable. Although the precise number of such persons is unknown, the facts on which the
calculation of that number can be based are presently within the sole control of Echo.

57. Upon information and belief, the size of the Illinois Class is hundreds of individuals.

1 58. The Eighth Cause of Action is properly maintainable as a class action under Fed. R. Civ.
2 P. 23(b)(3). There are questions of law and fact common to the Illinois Class that predominate over any
3 questions solely affecting individual members of the Illinois Class, including but not limited to:

- 4 a. whether Echo violated the Illinois Wage Laws;
- 5 b. whether Echo failed to compensate Plaintiff Hampton and the Illinois Class for hours
6 worked in excess of 40 hours per workweek;
- 7 c. whether Echo failed to keep true and accurate time records for all hours worked by Plaintiff
8 Hampton and the Illinois Class; and
- 9 d. the nature and extent of Illinois Class-wide injury and the appropriate measure of damages
10 for the Illinois Class.

11 59. Plaintiff Hampton fairly and adequately protects the interests of the Illinois Class and has
12 no interests antagonistic to the class. Plaintiff Hampton is represented by attorneys who are experienced
13 and competent in both class litigation and employment litigation.

14 60. A class is superior to other available methods for the fair and efficient adjudication of the
15 controversy, particularly in the context of wage-and-hour litigation where an individual plaintiff lacks the
16 financial resources to vigorously prosecute a lawsuit in federal court against Echo. The damages sustained
17 by individual class members are small compared to the expense and burden of individual prosecution of
18 this litigation. Class action treatment will obviate unduly duplicative litigation and the possibility of
19 inconsistent judgments.

20 61. Further, Plaintiff Hampton and the Illinois Class have been equally affected by Echo's
21 failure to pay proper wages. Moreover, members of the Illinois Class still employed by Echo may be
22 reluctant to raise individual claims for fear of retaliation.

23 62. Echo has acted or refused to act on grounds generally applicable to the Illinois Class,
24 thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the
25 class as a whole.

26 63. Plaintiff Hampton's claims are typical of those of the Illinois Class. Plaintiff Hampton and
27 the other Illinois Class members were subjected to the Echo's policies, practices, programs, procedures,
28 protocols and plans alleged herein concerning the failure to pay proper wages and the failure to keep

adequate records. Plaintiff Hampton's claims are typical of those of the other class members.

64. A class action is superior to other available methods for the fair and efficient adjudication of this litigation – particularly in the context of wage litigation like the present action, where individual plaintiffs may lack the financial resources to vigorously prosecute a lawsuit in federal court against the corporate Echo. The members of the Illinois Class have been damaged and are entitled to recovery as a result of Echo's common and uniform policies, practices, and procedures. Although the relative damages suffered by individual members of the Illinois Class are not *de minimis*, such damages are small compared to the expense and burden of individual prosecution of this litigation. In addition, class treatment is superior because it will obviate the need for unduly duplicative litigation that might result in inconsistent judgments about Echo's practices.

COMMON FACTUAL ALLEGATIONS

65. Plaintiffs and the members of the FLSA Collective, the California Class, and the Illinois Class (collectively, "Class Members") have been victims of Echo's common policy and plan that has violated their rights under the FLSA, California Wage Laws, and Illinois Wage Laws by requiring Sales Representatives to work in excess of 40 hours per week and in excess of 8 hours per day, and denying them overtime compensation for all overtime hours worked. At all times relevant, Echo's unlawful policy and pattern or practice has been willful.

66. Echo employs Sales Representatives to sell its third-party transportation services.⁴

67. Echo's website has a page for "Careers in Sales,"⁵ which includes postings for "Carrier Sales Representative" and "Client Sales Representative" positions. Plaintiffs' and Sales Representatives' primary duties were non-exempt sales-related duties, specifically, identifying business opportunities, engaging with current and potential customers by phone and email, and making sales of Echo's third-party logistics services.

68. Plaintiffs and Sales Representatives have performed their sales tasks from Echo's offices

⁴ Echo 2020 10-K at 6, 22 ("Sales representatives are employees focused on identifying and growing relationships with shippers and carriers . . . We generate revenue through the sale of brokerage and transportation management services to our clients.").

⁵ <https://www.echo.com/careers/sales-recruitment>.

1 or another fixed location, such as from their homes.

2 69. Echo has required Plaintiffs and Sales Representatives to attend an initial training during
3 which Echo trains them on its sales techniques, and provides guidance for how to engage with clients,
4 including questions to ask shipping clients about their shipping needs or carrier clients about their shipping
5 capacities.

6 70. Echo has required Plaintiffs and Sales Representatives to use a specific software system
7 and to follow specific instructions to quote prices and make sales to shipping and carrier clients.⁶

8 71. Echo has subjected Plaintiffs and Sales Representatives to discipline for failure to follow
9 these specific requirements.

10 72. The primary duties of Plaintiffs and Sales Representatives do not fall under any of the
11 exemptions under federal or state overtime laws.

12 73. Although Plaintiffs and Sales Representatives were eligible to earn commissions, these
13 commissions did not constitute the majority of their earnings.

14 74. Throughout their employment, Plaintiffs and Class Members consistently worked more
15 than 40 hours per week and 8 hours per day.

16 75. Echo sets sales quotas and productivity metrics for Sales Representatives to meet,
17 including a monthly gross profit (“GP”) quota.

18 76. Echo has disciplined Sales Representatives for failure to meet the required quotas and
19 productivity metrics.

20 77. Plaintiffs and Sales Representatives worked overtime hours to meet Echo’s job
21 requirements, make sales, and attempt to meet the quotas and sales metrics Echo sets.

22 78. Echo required Plaintiffs to provide customers with responsive customer service so that they
23 could continue to make future sales to those customers.

24 79. Echo has instructed Plaintiffs and Sales Representatives to respond to customers’ emails,
25 texts, and calls promptly, even outside of business hours.

26
27
28 ⁶ Echo 2020 10-K at 4 (“Our proprietary technology platform (‘Optimizer’) is fundamental to our
operating system . . . All participants in each transaction (clients, carriers and Echo employees) are
unified on a single platform”).

1 80. Plaintiffs and Sales Representatives frequently received calls, texts, and emails at all hours
2 of the day and night from customers asking about shipment status, or from carrier clients providing
3 updates.

4 81. On information and belief, it is Echo's policy and practice to require Plaintiffs and Sales
5 Representatives to be available to customers outside of business hours.

6 82. Echo was aware that Plaintiffs and the Class Members worked more than 40 hours per
7 workweek and 8 hours per day, yet Echo failed to pay them proper overtime compensation.

8 83. Echo did not keep accurate records of hours worked by Plaintiffs and Sales
9 Representatives.

10 84. When Echo classified Plaintiffs as non-exempt, Echo required Plaintiffs and non-exempt
11 classified Sales Representatives to log into a software program to record their time. However, non-exempt
12 classified Sales Representatives were not permitted to log all of their hours worked per workweek.

13 85. Non-exempt classified Sales Representatives typically worked "off-the-clock" for Echo
14 throughout the week by prospecting for new clients, corresponding with clients or prospective clients, and
15 corresponding with supervisors via telephone and email. Non-exempt classified Sales Representatives
16 were required to complete these tasks after hours in order to meet their quotas, provide responsive
17 customer service, and avoid discipline.

18 86. Echo's supervisors were aware of non-exempt classified Sales Representatives' "off-the-
19 clock" work. Echo instructed that non-exempt classified Sales Representatives respond to customer
20 inquiries outside of business hours but instructed non-exempt classified Sales Representatives not to
21 record time worked outside of business hours.

22 87. When Echo classified Plaintiffs as non-exempt, Plaintiffs' managers and Echo's HR
23 personnel instructed them to clock out before they reached overtime hours, and regularly observed them
24 working overtime hours.

25 88. Upon information and belief, on rare occasions when Plaintiff Cienega recorded overtime,
26 Echo's HR personnel adjusted his timecard to reflect that he had not recorded overtime.

27
28 89. All of the work performed by Plaintiffs and Sales Representatives was assigned by Echo

1 and Echo was aware that Plaintiffs and Sales Representatives regularly worked overtime hours.

2 90. Echo failed to pay Plaintiffs and Sales Representatives time and one-half for all hours
3 worked over 40 in a workweek in violation of the FLSA.

4 91. Echo failed to pay Plaintiff Cienega and California Class members overtime compensation
5 for all of their overtime hours worked, including for any of the overtime hours they worked over 8 in a
6 workday and over 40 in a workweek.

7 92. Echo failed to furnish Plaintiff Cienega and the California Class members with an accurate
8 itemized statement showing, *inter alia*, wages, hours worked, and rates paid as required by the California
9 Wage Laws.

10 93. Echo failed to timely pay Plaintiff Cienega and the California Class Members all wages
11 earned and unpaid at the time of separation from employment.

12 94. Plaintiff Cienega and all California Class members who ceased employment with Echo are
13 entitled to unpaid compensation, but to date have not received such compensation.

14 95. Echo failed to timely pay Plaintiff Cienega and the California Class Members all wages
15 due and payable twice during each calendar month, on days designated in advance by the employer as
16 regular pay days.

17 96. Echo also required Plaintiff Cienega and California Class members to use their personal
18 cell phone for business purposes and did not reimburse them for a reasonable percentage of their cell
19 phone bills.

20 97. Plaintiff Cienega's and California Class Members' legal remedies for the conduct
21 challenged herein are inadequate because their equitable claims under the UCL are subject to a four-year
22 statute of limitations, whereas their legal claims under the Labor Code are subject to a three-year statute
23 of limitations.

24 98. As part of its regular business practice, Echo intentionally, willfully, and repeatedly
25 engaged in a pattern, practice, and/or policy that violates the FLSA, California Wage Laws, and Illinois
26 Wage Laws.

27 99. Echo's policy and pattern or practice includes but is not limited to:

28 a. willfully misclassifying Plaintiffs and Class Members as exempt from the protections of

1 federal and state overtime laws;

2 b. willfully failing to record all time that its employees, including Plaintiffs and Class
3 Members, worked for the benefit of Echo;

4 c. willfully failing to keep payroll records as required by the FLSA, California Wage Laws,
5 and Illinois Wage Laws;

6 d. willfully failing to timely pay wages as required by the California Wage Laws; and

7 e. willfully failing to pay its employees, including Plaintiffs and Class Members, overtime
8 wages for all of the overtime hours that they worked.

9 100. Echo was aware, or should have been aware, that the federal and state wage and hour laws
10 required it to pay Plaintiffs and other Sales Representatives overtime compensation for all hours worked
11 in excess of 40 per week.

12 101. Echo was aware, or should have been aware, that Plaintiffs and other Sales
13 Representatives' primary duties were sales-related tasks, including communicating with clients and
14 potential clients via phone and email, researching sales leads, and/or makings sales of Echo's services to
15 current and/or prospective clients, and that these duties do not fall within any overtime exemption under
16 the FLSA or state wage and hour laws.

17 102. Echo was or should have been aware that it was misclassifying its Sales Representatives
18 as overtime exempt based on extensive litigation over similar logistics sales positions in the transportation
19 management industry.

20 103. Echo's failure to pay overtime shows reckless disregard of the California overtime
21 requirements. Under California law, to qualify for the administrative, professional, or executive
22 exemption, the employee must "earn a monthly salary equivalent to no less than two (2) times the state
23 minimum wage for full-time employment." Cal. Code Regs. tit. 8, § 11040(1)(2)(g). Echo paid Plaintiff
24 Cienega a salary of approximately \$35,000 throughout his employment as a Sales Representative even
25 though, at all relevant times, the California salary threshold was higher: \$41,600 in 2016; \$43,680 in 2017;
26 \$45,760 in 2018; and \$49,920 in 2019. Cal. Lab. Code § 1182.12. On information and belief, Echo paid
27 other Sales Representatives a base salary lower than the required salary threshold.

28 104. Echo's failure to pay Plaintiffs and Class Members overtime wages for their work in excess

1 of 40 hours per week was willful, intentional, and in bad faith. Echo did not ensure that its compensation
2 practices with respect to Plaintiffs and other Sales Representatives complied with federal or state law.

3 105. Echo's unlawful conduct has been widespread, repeated, and consistent.

4 106. Plaintiffs sent Echo a written correspondence on October 24, 2019 regarding Plaintiffs'
5 overtime claims. On information and belief, Echo did not thereafter change its practice of classifying
6 Sales Representatives as exempt employees.

7 **FIRST CAUSE OF ACTION**

8 **FLSA – Overtime Wages**

9 **29 U.S.C. §§ 201, *et seq.***

(Brought by Plaintiffs Individually and on Behalf of the FLSA Collective)

10 107. Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs.

11 108. Plaintiffs and members of the FLSA Collective are non-exempt employees entitled to be
12 paid overtime compensation for all overtime hours worked.

13 109. Echo employed Plaintiffs and members of the FLSA Collective for workweeks longer than
14 40 hours and willfully failed to compensate Plaintiffs for all of the time worked in excess of 40 hours per
15 week, at a rate of at least one and one-half times their regular hourly rate, in violation of the requirements
16 of Section 7 of the FLSA, 29 U.S.C. § 207(a)(1).

17 110. Plaintiffs have consented in writing to be parties to this action, pursuant to 29 U.S.C. §
18 216(b).

19 111. Echo's violations of the FLSA, as described in this Complaint, were willful and intentional.

20 112. Echo failed to make a good faith effort to comply with the FLSA with respect to its
21 compensation of Plaintiffs and other similarly situated current and former employees.

22 113. Because Echo's violations of the FLSA were willful, a three-year statute of limitations
23 applies, pursuant to 29 U.S.C. § 255.

24 114. As a result of Echo's willful violations of the FLSA, Plaintiffs and all other similarly
25 situated employees suffered damages by being denied overtime wages in accordance with 29 U.S.C. §§
26 201, *et seq.*

27 115. As a result of the unlawful acts of Echo, Plaintiffs and other similarly situated current and
28 former employees were deprived of overtime compensation and other wages in amounts to be determined

1 at trial, and are entitled to recovery of such amounts, liquidated damages, prejudgment interest, attorneys'
2 fees, costs, and other compensation pursuant to 29 U.S.C. § 216(b).

3 **SECOND CAUSE OF ACTION**

4 **California Wage Laws – Overtime Wages**

5 **California Wage Order Nos. 4-2001 & 7-2001; Cal. Lab. Code §§ 510, 1194, 1198**

6 **(Brought by Plaintiff Cienega Individually and on Behalf of the California Class)**

7 116. Plaintiff Cienega realleges and incorporates by reference all allegations in all preceding
8 paragraphs.

9 117. California law requires employers, such as Echo, to pay overtime compensation to all
10 non-exempt employees for all hours worked over 40 per workweek and over 8 per day.

11 118. Plaintiff Cienega and the California Class members are non-exempt employees entitled to
12 be paid overtime compensation for all overtime hours worked.

13 119. At all relevant times, Plaintiff Cienega and the California Class members worked in
14 excess of 40 hours in a workweek and 8 hours in a workday.

15 120. At all relevant times, Echo failed and refused to pay Plaintiff Cienega and the California
16 Class members overtime compensation for all of their overtime hours worked.

17 121. As a direct and proximate result of Echo's unlawful conduct, as set forth herein, Plaintiff
18 Cienega and the California Class members have sustained damages, including loss of earnings for hours
19 of overtime worked for the benefit of Echo in an amount to be established at trial, prejudgment interest,
20 and costs and attorneys' fees, pursuant to statute and other applicable law.

21 122. Plaintiff Cienega's and California Class Members' legal remedies for their unpaid
22 overtime wages are inadequate because their equitable claims under the UCL are subject to a four-year
23 statute of limitations, whereas their legal claims under the Labor Code are subject to a three-year statute
24 of limitations.

25 **THIRD CAUSE OF ACTION**

26 **California Wage Laws – Wage Statement Claim**

27 **California Wage Order Nos. 4-2001 & 7-2001; Cal. Lab. Code § 226**

28 **(Brought by Plaintiff Cienega Individually and on Behalf of the California Class)**

123. Plaintiff Cienega realleges and incorporates by reference all allegations in all preceding
paragraphs.

124. Echo knowingly and intentionally failed to provide timely, accurate, itemized wage statements including, *inter alia*, all hours worked, to Plaintiff Cienega and the California Class members in accordance with California Wage Order Nos. 4-2001 and 7-2001 and California Labor Code § 226(a). Such failure caused injury to Plaintiff Cienega and the California Class members, by, among other things, impeding them from knowing the amount of wages to which they are and were entitled.

125. Echo's failure to provide accurate wage statements is "knowing and intentional" under Labor Code § 226(e) because Echo knows that its wage statements do not accurately report hours worked or accurately report gross and net wages earned. Plaintiff Cienega and California Class members suffer injury as a result of Echo's violation of Labor Code § 226 because Plaintiff Cienega and Class members cannot promptly and easily determine from the wage statement alone their hours worked and actual total gross and net wages earned.

126. Plaintiff Cienega, on behalf of himself and California Class members, seeks to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurred and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), as well as costs and attorneys' fees.

FOURTH CAUSE OF ACTION

California Wage Laws – Wage Payment Provisions Cal. Lab. Code §§ 201, 202, & 203

(Brought by Plaintiff Cienega Individually and on Behalf of the California Class)

127. Plaintiff Cienega realleges and incorporates by reference all allegations in all preceding paragraphs.

128. California Labor Code §§ 201 and 202 require Echo to pay their employees all wages due upon termination within the time specified by law. California Labor Code § 203 provides that if an employer willfully fails to timely pay such wages, the employer must continue to pay the subject employees' wages until the back wages are paid in full or an action is commenced, up to a maximum of thirty (30) days of wages.

129. Echo's failure to pay timely wages at separation is willful under Labor Code § 203 because Echo knew or should have known that Plaintiff Cienega and California Class members worked

1 overtime hours, yet it failed to pay them overtime premiums for the work they performed upon the
2 termination of their employment.

3 130. Plaintiff Cienega and all California Class members who ceased employment with Echo
4 are entitled to unpaid overtime compensation, but to date have not received such compensation.

5 131. More than thirty (30) days have passed since Plaintiff Cienega and certain California
6 Class members left Echo's employ.

7 132. Plaintiff Cienega, on behalf of himself and the California Class members, seeks waiting
8 time penalties pursuant to California Labor Code § 203, attorneys' fees and costs, and such other legal
9 and equitable relief as the Court deems just and proper.

10 **FIFTH CAUSE OF ACTION**

11 **(Failure to Timely Pay Wages By Each Payroll Period, Cal. Labor Code §§ 204, 210,
12 Brought by Plaintiff Cienega Individually and on Behalf of the California Class)**

13 133. Plaintiff Cienega realleges and incorporates by reference all allegations in all preceding
14 paragraphs.

15 134. California Labor Code § 204 requires Echo to timely pay Plaintiff Cienega and
16 California Class members "all wages", including their earned overtime premiums by the payroll periods
17 specified by the statute.

18 135. Echo's failure to timely pay Plaintiff Cienega and California Class members their wages
19 earned by each payroll period was and is willful. Echo knew or should have known that Plaintiff
20 Cienega and California Class members were not paid for their overtime hours worked, yet it failed to
21 pay them their earned wages within the payroll periods specified by the statute.

22 136. California Labor Code § 210(a) provides that employers who fail to pay wages as
23 provided in § 204 are subject to statutory penalties of: (1) one hundred dollars (\$100) for each failure to
24 pay each employee for any initial violation; and (2) two hundred dollars (\$200) for each failure to pay
25 each employee, plus 25 percent of the amount unlawfully withheld, for each subsequent violation, or
26 any willful or intentional violation.

27 137. Plaintiff Cienega, on behalf of himself and the California Class members, seeks penalties
28 pursuant to California Labor Code § 210, attorneys' fees and costs, and such other legal and equitable

1 relief as the Court deems just and proper.

2 **SIXTH CAUSE OF ACTION**

3 **California Wage Laws – Business Expenses**

4 **Cal. Labor Code § 2802; Cal. Wage Order Nos. 4-2001 & 7-2001**

5 **(Brought by Plaintiff Cienega Individually and on Behalf of the California Class)**

6 138. Plaintiff Cienega realleges and incorporates by reference all allegations in all preceding paragraphs.

7 139. California Labor Code § 2802 provides that “[a]n employer shall indemnify his or her
8 employee for all necessary expenditures or losses incurred by the employee in direct consequence of the
9 discharge of his or her duties.”

10 140. Echo failed to indemnify and reimburse Plaintiff Cienega and the California Class
11 members for necessary expenditures, including but not limited to personal cell phone use, that they
12 incurred as a direct result of the duties they performed for Echo’s benefit and/or at Echo’s direction.

13 141. As a result, Plaintiff Cienega seeks unreimbursed expenses, penalties, interest, costs
14 incurred, and attorneys’ fees pursuant to California Labor Code § 2802(b).

15 142. Plaintiff Cienega’s and California Class Members’ legal remedies for their unreimbursed
16 expenses are inadequate because their equitable claims under the UCL are subject to a four-year statute
17 of limitations, whereas their legal claims under the Labor Code are subject to a three-year statute of
18 limitations.

19 **SEVENTH CAUSE OF ACTION**

20 **California Wage Laws – Unfair Competition**

21 **California Business & Professions Code §§ 17200, *et seq.***

22 **(Brought by Plaintiff Cienega Individually and on Behalf of the California Class)**

23 143. Plaintiff Cienega realleges and incorporates by reference all allegations in all preceding paragraphs.

24 144. The foregoing conduct, as alleged, violates the California Unfair Competition Law
25 (“UCL”). The UCL prohibits unfair competition by prohibiting, *inter alia*, any unlawful or unfair
26 business acts or practices.

27 145. Echo committed, and continues to commit, acts of unfair competition, as defined by the
28 UCL, by, among other things, engaging in the acts and practices described herein. Echo’s conduct as

1 alleged herein has injured Plaintiff Cienega and the California Class members by wrongfully denying
2 them earned wages, and therefore was substantially injurious to them.

3 146. Echo engaged in unfair competition in violation of the UCL by violating, *inter alia*, each
4 of the following laws. Each of these violations constitutes an independent and separate violation of the
5 UCL:

- 6 a. Failure to pay overtime compensation in violation of the FLSA, 29 U.S.C. §§ 201, *et seq.*
7 and Cal. Lab. Code §§ 510, 1194, 1198, and Wage Order Nos. 4-2001 and 7-2001;
8 b. Failure to timely pay wages due to Plaintiff Cienega and separated California Class
9 members upon termination of employment Cal. Lab. Code §§ 201-203;
10 c. Failure to timely pay wages due to Plaintiff Cienega and California Class members by the
11 payroll periods specified by the statute in violation of Cal. Lab. Code § 204;
12 d. Failure to keep proper payroll records and provide accurate wages statements in violation
13 of Cal. Lab. Code §§ 226, 1174, and Wage Order Nos. 4-2001 and 7-2001;
14 e. Failure to provide for the reimbursement of Plaintiff Cienega's and California Class
15 members' expenses incurred while carrying out their employment or to comply with
16 Echo's requirements, in violation of Cal. Lab. Code § 2802 and Wage Order Nos.
17 4-2001 and 7-2001.

18 147. Echo's course of conduct, acts, and practices in violation of the California laws
19 mentioned in the above paragraph constitute a separate and independent violation of the UCL. Echo's
20 conduct described herein violates the policy or spirit of such laws or otherwise significantly threatens or
21 harms competition.

22 148. The unlawful and unfair business practices and acts of Echo, described above, have
23 injured Plaintiff Cienega and the California Class members in that they were wrongfully denied the
24 payment of earned overtime wages.

25 149. Plaintiff Cienega, individually and on behalf of the California Class, seeks recovery of
26 attorneys' fees and costs of this action to be paid by Echo, as provided by the UCL and Cal. Lab. Code
27 §§ 218, 218.5, and 1194.

28 150. Plaintiff Cienega, individually and on behalf of the California Class, seeks restitution in

1 the amount of the respective unpaid wages earned and due, including for unpaid overtime at a rate not
2 less than one and one-half times the regular rate of pay for work performed in excess of 40 hours in a
3 workweek, or 8 hours in a day, and double the regular rate of pay for work performed in excess of 12
4 hours per day.

5 **EIGHTH CAUSE OF ACTION**

6 **Illinois Wage Laws – Overtime Wages**

7 **820 Ill. Comp. Stat. 105/1, *et seq.***

8 **(Brought by Plaintiff Hampton Individually and on Behalf of the Illinois Class)**

9 151. Plaintiff Hampton realleges and incorporates by reference all allegations in all preceding
10 paragraphs.

11 152. At all times relevant, Plaintiff Hampton and the members of the Illinois Class have been
12 employees and Echo has been their employer within the meaning of the Illinois Wage Laws. Plaintiff
13 Hampton and the members of the Illinois Class are covered by the Illinois Wage Laws.

14 153. Echo employed Plaintiff Hampton and the members of the Illinois Class.

15 154. Echo failed to pay Plaintiff Hampton and the members of the Illinois Class wages to
16 which they are entitled under the Illinois Wage Laws. Echo failed to pay Plaintiff Hampton and the
17 members of the Illinois Class for overtime at a rate of one and one-half times their regular rate of pay for
18 overtime.

19 155. Echo failed to keep, make, preserve, maintain, and furnish accurate records of time
20 worked by Plaintiff Hampton and the Illinois Class members.

21 156. Due to Echo's intentional and willful violations of the Illinois Wage Laws, Plaintiff
22 Hampton and the members of the Illinois Class are entitled to recover from Echo their unpaid wages
23 (including overtime wages), treble damages, reasonable attorneys' fees and costs of the action, pre-
24 judgment interest, 5% interest per month interest in accordance with the Illinois Wage Laws, and such
25 other relief as provided by law.

26 **NINTH CAUSE OF ACTION**

27 **Private Attorneys General Act**

28 **Cal. Lab. Code §§ 2698, *et seq.***

(Brought by Plaintiff Cienega Individually and on Behalf of the Aggrieved Employees)

157. Plaintiff Cienega, on behalf of himself and all Aggrieved Employees, realleges and

158. Plaintiff is an Aggrieved Employee under PAGA, as he was employed by Echo during the applicable period and suffered one or more of the California Labor Code violations set forth herein. Accordingly, he seeks to recover on behalf of himself and all other current and former Aggrieved Employees of Echo, the civil penalties provided by PAGA, plus reasonable attorney's fees and costs.

- a. Failure to pay overtime wages in violation of California Labor Code §§ 510, 588, 1994 and 1998 and Wage Order Nos. 4-2001 & 7-2001;
- b. Failure to provide itemized wage statements or keep proper payroll records in violation of California Labor Code §§ 226 and 1174 and Wage Order Nos. 4-2001 & 7-2001;
- c. Failure to reimburse for all reasonable and necessary expenditures for home internet incurred by Sales Representatives in direct consequence of the discharge of their duties, in violation of California Labor Code § 2802; and
- d. Failure to pay wages during employment and upon termination and resignation in violation of California Labor Code §§ 201, 202, 203, and 204.

WHEREFORE, Plaintiffs, individually and on behalf of the FLSA Collective, request the following relief:

- A. Designation of this action as a collective action on behalf of the FLSA Collective and prompt issuance of notice pursuant to 29 U.S.C. § 216(b) to all similarly situated members of the FLSA Collective, apprising them of the pendency of this action, and permitting them to assert timely FLSA claims in this action by filing individual Consent to Join forms pursuant to 29 U.S.C. § 216(b);
- B. An award of damages, according to proof, including liquidated damages, to be paid by Echo;
- C. Appropriate equitable and injunctive relief to remedy violations, including but not necessarily limited to an order enjoining Echo from continuing its unlawful practices

1 under the FLSA and/or a declaration that Echo's acts violate the FLSA;

2 D. A reasonable service award for each Plaintiff to compensate them for the time they spent
3 attempting to recover wages for the FLSA Collective and for the risks they took in doing
4 so;

5 E. Costs of the action incurred herein;

6 F. Attorneys' fees, including fees pursuant to 29 U.S.C. § 216;

7 G. Post-judgment interest, as provided by law;

8 H. Such other relief as this Court deems necessary, just, and proper.

9 **WHEREFORE**, Plaintiff Cienega on behalf of himself and all California Class members he
10 seeks to represent, requests the following relief:

11 A. Certification of this action as a class action on behalf of the California Class;

12 B. Designation of Plaintiff Cienega as Representative of the California Class he seeks to
13 represent;

14 C. Designation of Plaintiff Cienega's counsel of record as Class Counsel for the California
15 Class;

16 D. Appropriate statutory penalties;

17 E. An award of damages, liquidated damages, and restitution to be paid by Echo according
18 to proof;

19 F. Appropriate equitable and injunctive relief to remedy violations, including but not
20 necessarily limited to an order enjoining Echo from continuing its unlawful practices
21 under the California Wage Laws and/or a declaration that Echo's acts violate the
22 California Wage Laws;

23 G. A reasonable service award to compensate Plaintiff Cienega for the time he spent
24 attempting to recover wages for the California Class members and for the risks he took in
25 doing so;

26 H. Attorneys' fees and costs of suit;

27 I. Prejudgment and post-judgment interest, as provided by law; and

28 J. Such other relief as the Court may deem just and proper;

1 **WHEREFORE**, Plaintiff Hampton on behalf of herself and all Illinois Class members she seeks
2 to represents, requests the following relief:

- 3 A. Certification of this action as a class action on behalf of the Illinois Class;
- 4 B. Designation of Plaintiff Hampton as Representative of the Illinois Class she seeks to
5 represent;
- 6 C. Designation of Plaintiff Hampton's counsel of record as Class Counsel for the Illinois
7 Class;
- 8 D. Unpaid overtime pay, treble damages, statutory penalties, and restitution pursuant to the
9 Illinois Wage Laws;
- 10 E. Appropriate equitable and injunctive relief to remedy violations, including but not
11 necessarily limited to an order enjoining Echo from continuing its unlawful practices
12 and/or a declaration that Echo's acts violate the law;
- 13 F. A reasonable service award to compensate Plaintiff Hampton for the time she spent
14 attempting to recover wages for the Illinois Class members and for the risks she took in
15 doing so;
- 16 G. Reasonable attorneys' fees and costs of the action;
- 17 H. Pre-judgment and post-judgment interest as provided by Illinois law, including interest
18 on all unpaid wages at the statutory rate of 5% per month; and
- 19 I. Such other relief as the Court deems just and proper.

20 **WHEREFORE**, Plaintiff Cienega, on behalf of himself and on behalf of the Aggrieved
21 Employees, requests the following relief:

- 22 A. Civil penalties provided, per violation, under the California Private Attorneys General
23 Act, California Labor Code §§ 2698, *et seq.*
- 24 B. Pre-judgement and post-judgment interest, as provided by law;
- 25 C. Attorneys' fees pursuant to Labor Code § 2698(g)(1);
- 26 D. Costs of suit, including expert fees and costs;
- 27 E. An appropriate service payment to Plaintiff Cienega for his service as a PAGA
28 representative; and

1 F. Such other and further relief as the Court deems just and proper.

2 **JURY DEMAND**

3 Plaintiffs demand a trial by jury on all issues so triable.

4
5 Dated: San Francisco, California

6 XX

Respectfully submitted,

7 By: /s/ Justin M. Swartz

Justin M. Swartz

8
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