

KLINEDINST, PC

Natalie P. Vance (State Bar #206708)
801 K. Street, Suite 2100
Sacramento, CA 95814
Telephone: (916) 444-7573
Facsimile: (916) 444-7544
nvance@klinedinstlaw.com

Attorney for Defendants

THE LAW OFFICE OF MATT BLUM

Matt Blum, Esq. (State Bar #285944)
550 West C Street, Suite 960
San Diego, CA 92101
Telephone: (860) 271-6273
Facsimile: (619) 238-1351
mblumlaw@gmail.com

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
Monnett De La Torre (State Bar #272884)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292
Facsimile: (619) 599-8291
jlapuyade@jcl-lawfirm.com
mdelatorre@jcl-lawfirm.com

Attorneys for Plaintiff and representative classes

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN MATEO

WILLIAM M. RIEDL an individual, on behalf
of himself and on behalf of all persons
similarly situated,

Plaintiff,

v.

OWL, INC. dba OWL TRANSPORTATION,
a Florida corporation doing business in
California and DOES 1-50, inclusive

Defendants.

Case No. 21-CIV-02704

[Action Filed: May 11, 2021]

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

Judge: Honorable Raymond Swope
Dept.: 23

This Stipulation of Class Action Settlement and Release of Claims is entered into by and between plaintiff WILLIAM M. RIEDL (hereinafter “Plaintiff”), individually and on behalf of the putative class and the State of California as a private attorney general, and Defendants OWL, INC. dba OWL TRANSPORTATION. (hereinafter, collectively “Defendants”):

I. DEFINITIONS

- A. “Action” shall mean the putative class action lawsuit designated *William M. Riedl v. Owl Inc. dba Owl Transportation – Case No.: 21-CIV-02704*, filed May 11, 2021 (hereinafter “the Action”).
- B. “Aggrieved Employees” shall mean all current and former non-exempt employees of Defendants in the State of California at any time during the PAGA Period.
- C. “Aggrieved Employee Payment” shall mean the twenty-five percent (25%) of the PAGA Payment (\$3,562.50) that will be distributed to the Aggrieved Employees as described in this Agreement.
- D. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of Class Action and Release of Claims.
- E. “Class Counsel” shall mean Matt Blum of The Law Office of Matt Blum and Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC.
- F. “Class Counsel Award” means the award of attorneys’ fees that the Court authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff and the Class in the Action, consisting of attorneys’ fees currently not to exceed one-third of the \$285,000.00 Gross Settlement Amount. Fees are currently estimated to be Ninety-Five Thousand Dollars (\$95,000.00) **plus** reimbursement for all litigation expenses actually incurred by Class Counsel in the Action, not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00). The attorneys’ fees portion of the Class Counsel Class Counsel Award will be allocated 65% to the Law Office of Matt Blum and 35% to JCL Law Firm. A reduction of the Class Counsel Award shall not be grounds to nullify this Agreement.

- 1 G. "Class Data" means information regarding Class Members that Defendants will in
2 good faith compile from its records and provide to the Settlement Administrator. It
3 shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class
4 Member's full name; last known address; Social Security Number; and start dates and
5 end dates (if applicable) of employment.
- 6 H. "Class Members" or the "Class" shall mean all current and former non-exempt
7 employees of Defendants in the State of California at any time during the Class Period
- 8 I. "Class Period" means the period from March 21, 2017 (including any preceding time-
9 period applicable for alleged tolling under Emergency Rule 9, of the California Rules
10 of Court related to COVID-19), through the earlier of the date the Court grants
11 preliminary approval or April 30, 2023.
- 12 J. "Class Representative Service Award" means the amount that the Court authorizes to
13 be paid to the Class Representative, in addition to his Individual Settlement Payment
14 and his pro-rata share of the PAGA Payment, in recognition of his efforts and risks in
15 assisting with the prosecution of the Action and in exchange for executing a general
16 release of all known and unknown claims he may have against Defendants and
17 Released Parties, based on his employment with any one or more of the Released
18 Parties.
- 19 K. "Class Representative" shall mean plaintiff WILLIAM RIEDL.
- 20 L. "Court" shall mean the Superior Court for the State of California, County of San
21 Mateo currently presiding over the Action.
- 22 M. "Defendants" shall mean Owl Inc. dba Owl Transportation.
- 23 N. "Effective Date" shall mean the date the Court's order approving the settlement and
24 judgment thereon ("Judgment") becomes final. For purposes of the Settlement
25 Agreement, the court's Judgment "becomes final" upon the later of : (i) if not appeal
26 is filed, 60 calendar days after notice of entry of the Court's Judgment; (ii) if an appeal
27 is filed, the date affirmance of an appeal of the Judgment becomes final; or (iii) if an
28 appeal is filed, the date of final dismissal of any appeal from the Judgement of the

1 final dismissal of any proceeding on review of any court of appeal decision relating
2 to the Judgment.

3 O. "Funding Date" shall mean five (5) calendar days after the Effective Date and is the
4 date Defendants transfer the Gross Settlement Amount into the QSF in accord with
5 the terms of this Agreement.

6 P. "Gross Settlement Amount" shall mean Two Hundred and Eighty-Five Thousand
7 Dollars and Zero Cents (\$285,000.00) that Defendants must pay into the QSF,
8 inclusive of the sum of the Individual Settlement Payments, the Class Representative
9 Service Award, the Class Counsel Award, PAGA Payment and the Settlement
10 Administration Costs and **exclusive** of the employer's share of payroll tax, if any,
11 triggered by any payment under this Settlement.

12 Q. "Individual Settlement Payment" shall mean the amount payable from the Net
13 Settlement Amount to each Settlement Class Member and excludes the Aggrieved
14 Employee Payments.

15 R. "LWDA" shall mean the Labor and Workforce Development Agency.

16 S. "LWDA Payment" shall mean the seventy-five percent (75%) of the PAGA Payment
17 (\$10,687.50) payable to the to the LWDA.

18 T. "Net Settlement Amount" or "NSA" shall mean the Gross Settlement Amount, less
19 Class Counsel Award, Class Representative Service Award, PAGA Payment, and
20 Settlement Administration Costs.

21 U. "Notice Packet" shall mean the Class Notice to be provided to the Class Members by
22 the Settlement Administrator in the form set forth as Exhibit A to this Agreement
23 (other than formatting changes to facilitate printing by the Settlement Administrator).

24 V. "PAGA" shall mean the California Labor Code Private Attorneys General Act of
25 2004, Labor Code § 2698 *et seq.*

26 W. "PAGA Pay Periods" shall mean, for purposes of calculating the distribution of the
27 Aggrieved Employee Payment, the number of pay periods of employment during the
28

PAGA Period that each Aggrieved Employee worked in California. In the present matter, the estimated number of workweeks are 7,895.

X. “PAGA Payment Ratio” shall mean the respective number of PAGA Pay Periods during the PAGA Period for each Aggrieved Employee divided by the sum total of the PAGA Pay Periods for all Aggrieved Employees during the PAGA Period.

Y. “PAGA Period” shall mean the period between May 14, 2020 through the earlier of the earlier of the date the Court grants preliminary approval or April 30, 2023.

Z. “PAGA Payment” shall mean Fourteen Thousand Two Hundred Fifty Thousand (\$14,250.00) to be allocated from the Gross Settlement Amount for settlement of PAGA Claims asserted in the Action.

AA. “Parties” means Plaintiff and Defendants, collectively, and “Party” shall mean either Plaintiff or Defendants, individually.

BB. “Payment Ratio” shall mean the respective number of Workweeks for each Class Member divided by the sum-total Workweeks for all Class Members.

CC. “Plaintiff” shall mean WILLIAM RIEDL.

DD. “QSF” shall mean the qualified settlement fund established, designated, and maintained by the Settlement Administrator to fund the Gross Settlement Amount. The QSF shall be established in federally insured bank accounts (i.e., FDIC). ***All accrued interest in the QSF shall be paid and distributed to the Settlement Class Members as part of their respective Individual Settlement Payment.***

EE. “Released Class Claims” shall mean all claims, debts, liabilities, demands, obligations, or penalties, premium pay, guarantees, costs, expenses, attorneys’ fees, damages, restitution, actions or causes of action of whatever kind or nature, contingent or accrued, and irrespective of theory of recovery, that were or could have been brought based on the facts or claims alleged in any version of the complaints filed in the Action, arising during the Class Period, except for claims for PAGA Penalties which are separately released herein. The Released Class Claims include, but are not limited to, failure to provide meal periods, failure to authorize and permit

rest periods, short/late meal and rest periods, failure to relieve of all duties during meal and rest periods, failure to pay or properly compensate meal or rest break premiums, failure to furnish accurate wage statements, failure to pay final wages upon separation of employment, claims related to pay wages based on failure to properly calculate the regular rate of pay, failure to reimburse business expenses, claims derivative and/or related to these claims, liquidated damages, conversion of wages, and claims under the UCL (Business and Professions Code Section 17200 *et seq.*) arising from the Labor Code violations released herein.

FF. “Released PAGA Claims” means all claims for penalties under PAGA during the PAGA Period that were or could have been alleged in the Action based on the facts or claims alleged in any version of the complaint or enumerated in the LWDA Letter irrespective of the underlying theory of recovery supporting the claim for PAGA penalties.

GG. “Released Parties” shall mean Defendants, Owl Inc. dba Owl Transportation and their predecessors, successors, subsidiaries, parent companies, other corporate affiliates, and assigns, and all of its owners, shareholders, members, officers, directors, exempt employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by, through, under or in concert with any of them.

HH. “Response Deadline” shall mean the date forty-five (45) days after the Settlement Administrator mails Notice Packets to Class Members and the last date on which Class Members may submit requests for exclusion or objections to the Settlement.

II. “Settlement” means the disposition of the Action pursuant to this Agreement.

JJ. “Settlement Administrator” shall mean ILYM GROUP, INC. 14751 Plaza Dr Suite L, Tustin, CA 92780

KK. “Settlement Class Members” or “Settlement Class” shall mean all Class Members who have not submitted a timely and valid request for exclusion as provided in this Agreement.

1 LL. "Workweeks" shall mean, for purposes of calculating the distribution of the Net
2 Settlement Amount, the number of weeks of employment during the Class Period that
3 each Class Member and/or Settlement Class Member was employed by Defendants
4 in California.

5 **II. RECITALS**

6 A. On My 11, 2021, Plaintiff filed a complaint in California superior court alleging class
7 claims.

8 B. On May 14, 2021, Plaintiff submitted a notice of violations to the LWDA and
9 Defendants.

10 C. Shortly thereafter, Plaintiff submitted an amended notice of PAGA claims to the
11 LWDA.

12 D. On July 28, 2021, Plaintiff filed a first amended complaint which included all class
13 and PAGA claims as follows:

14 1. FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL LAB.
15 CODE §§ 410, 1194, 1198, *et seq.*

16 2. FAILURE TO PAY WAGES AT THE TIME OF DISCHARGE IN
17 VIOLATION OF CAL. LABOR CODE §§ 201, 202, 203;

18 3. FAILURE TO PROVIDE ACCURATELY ITEMIZED PAY STUBS IN
19 VIOLATION OF CAL. LAB. CODE § 226;

20 4. FAILURE TO PAY WAGES WHEN DUE IN VIOLATION OF CAL.
21 LABOR CODE §§ 204, 210;

22 5. UNFAIR AND UNLAWFUL BUSINESS PRACTICE IN VIOLATION OF
23 CAL. BUSINESS AND PROFESSIONS CODE § 17200 *et seq*

24 6. FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION
25 OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE
26 ORDER;

27 7. FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION
28 OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE
ORDER;

8. FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB.
CODE § 510, *ET SEQ.*

9. LABOR CODE PRIVATE ATTORNEY GENERAL ACT PURSUANT TO
CAL. LAB. CODE §§ 2698, *et seq.*

- 1 E. The Class Representative believes he has meritorious claims based on alleged
2 violations of the California Labor Code, and the Industrial Welfare Commission
3 Wage Orders, and that class certification is appropriate because the prerequisites for
4 class certification can be satisfied in the Action, and this action is manageable as a
5 PAGA representative action.
- 6 F. Defendants deny any liability or wrongdoing of any kind associated with the claims
7 alleged in the Action, dispute any wages, damages and penalties claimed by the Class
8 Representative are owed, and further contend that, for any purpose other than
9 settlement, the Action is not appropriate for class or representative action treatment.
10 Defendants contend, among other things, that at all times they complied with the
11 California Labor Code and the Industrial Welfare Commission Wage Orders.
- 12 G. The Class Representative is represented by Class Counsel. Class Counsel conducted
13 an investigation into the facts relevant to the Action, including conducting an
14 independent investigation as to the allegations, reviewing documents and information
15 exchanged through informal discovery, and reviewing documents and information
16 provided by Defendants pursuant to informal requests for information to prepare for
17 mediation. Defendants produced for the purpose of settlement negotiations certain
18 employment data concerning the Settlement Class, which Class Counsel reviewed
19 and analyzed. Based on their own independent investigation and evaluation, Class
20 Counsel is of the opinion that the Settlement with Defendants is fair, reasonable, and
21 adequate, and is in the best interest of the Settlement Class in light of all known facts
22 and circumstances, including the risks of significant delay, defenses asserted by
23 Defendants, uncertainties regarding class certification, and numerous potential
24 appellate issues. Although they deny any liability, Defendants are agreeing to this
25 Settlement solely to avoid the inconveniences and cost of further litigation. The
26 Parties have agreed to settle the claims on the terms set forth in this Agreement.
- 27 H. On November 7, 2022, the Parties participated in mediation presided over by Jill
28 Sperber, Esq., an experienced mediator of wage and hour class actions. The

mediation concluded without a settlement. Subsequently, Mediator Sperber made a mediator's proposal. The Parties agreed to the mediator's proposal which was subsequently memorialized in the form of a Memorandum of Understanding ("MOU") as well as a preliminary settlement agreement.

I. This Agreement replaces and supersedes the MOU and any other agreements, understandings, or representations between the Parties. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants or Released Parties that the claims in the Action of Plaintiff or the Class Members have merit or that Defendants bear any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendants' defenses in the Action have merit.

J. The Parties believe that the Settlement is fair, reasonable and adequate. The Settlement was arrived at through arm's-length negotiations and with the assistance of Mediator Sperber, taking into account all relevant factors. The Parties recognize the uncertainty, risk, expense and delay attendant to continuing the Action through trial and any appeal. Accordingly, the Parties desire to fully, finally, and forever settle, compromise and discharge all disputes and claims arising from or relating to the Action. In addition, mediator Jill Sperber, may, at the Parties' discretion, execute a declaration supporting the settlement, and the Court may, in its discretion, contact Jill Sperber to discuss the settlement, and whether the settlement is fair and reasonable.

K. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendants reserve the right to contest certification of any class for any reason and reserve all available defenses to the claims in the Action.

Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

III. TERMS OF AGREEMENT

A. Settlement Consideration and Settlement Payments by Defendants.

1. Settlement Consideration. In full and complete settlement of the Action, and in exchange for the releases set forth below, Defendants will pay the Gross Settlement Amount of Two Hundred Eighty-Five Thousand Dollars and Zero Cents (\$285,000.00). The Parties agree that this is a non-reversionary Settlement and that no portion of the Gross Settlement Amount shall revert to Defendants. Other than the Defendants' share of employer payroll taxes, and as provided in Section III(A)(2) below, Defendants shall not be required to pay more than the Gross Settlement Amount. Defendants are jointly and severally liable for payment of the Gross Settlement Amount. Consistent with the preliminary settlement agreement, Defendants have agreed to fund the Gross Settlement Amount through monthly payments into an escrow settlement account that will be fully funded by February 27, 2024. In no event shall the full settlement amount be due before February 28, 2024.
2. Class Size. Defendants estimate the number of Class Members during the Class Period is 143. Defendants also estimates that the number of Workweeks worked by the Class Members during the Class Period is 9603("Projected Workweeks"). If the actual number of Workweeks during the Class Period increases by more than 5% over the Projected Workweeks (i.e., that is above 10,083 Workweeks), Defendants shall increase the Gross Settlement Amount on a proportional basis equal to the percentage increase in the Workweeks above 5% (i.e., if there is a 6% increase in the number of Workweeks during the Class Period, Defendants have the option to increase the Gross Settlement Amount by 1% to cover the entire Class Period.)
3. Settlement Payment. Defendants, and each of them, are jointly and severally liable for payment of the Gross Settlement Amount. Defendants shall pay, via wire transfer or check, the Gross Settlement Amount to the Settlement Administrator on the Funding Date.

1 4. Defendants' Share of Payroll Taxes. The Defendants' share of employer side
2 payroll taxes is in addition to the Total Settlement Amount and shall be paid
3 by Defendants within ten (10) calendar days of request by the Settlement
4 Administrator.

5 B. Release by Settlement Class Members. As of the Funding Date, in exchange for the
6 consideration set forth in this Agreement, Plaintiff and the Settlement Class Members,
7 forever release and discharge the Released Parties from the Released Class Claims for
8 the Class Period.

9 C. Release by the Aggrieved Employees. As of the Funding Date, in exchange for the
10 consideration set forth in this Agreement, each of the Aggrieved Employees, the
11 Plaintiff, the LWDA and the State of California, forever release and discharge the
12 Released Parties from the Released PAGA Claims for the PAGA Period.

13 D. General Release by Plaintiff. As of the Funding Date, for the consideration set forth
14 in this Agreement, Plaintiff waives, releases, acquits and forever discharges the
15 Released Parties from any and all claims, including but not limited to: Any and all
16 wage-and-hour claims arising under the laws of the State of California, including,
17 without limitation, statutory, constitutional, contractual, and/or common law claims
18 for wages, damages, restitution, unreimbursed expenses, equitable relief, penalties,
19 liquidated damages, interest, and/or punitive damages (including, without limitation,
20 claims under any applicable Industrial Welfare Commission Wage Order, the
21 California Private Attorneys General Act, or any other provision of the California
22 Labor Code); Title VII of the Civil Rights Act of 1964; 42 U.S.C. § 1981; the
23 Americans With Disabilities Act; Sections 503 and 504 of the Rehabilitation Act of
24 1973; the Family Medical Leave Act; the Fair Labor Standards Act; the Employee
25 Retirement Income Security Act; the Occupational Safety and Health Act; the Worker
26 Adjustment and Retraining Notification Act, as amended; the California Unfair
27 Competition Law (Cal. Bus. & Prof. Code § 17200 *et seq.*); the California Fair
28 Employment and Housing Act; any state, civil, or statutory laws, including any and all

1 human rights laws and laws against discrimination; any claims that could have been
2 alleged in the Lawsuit; and any other federal, state, or local statutes, codes, or
3 ordinances; any common law, contract law, or tort law cause of action; and any claims
4 for interest, attorneys' fees, and/or costs. This release does not extend to claims that
5 cannot be released as a matter of law, such as workers' compensation claims. Further,
6 in exchange for his Class Representative Service Award, Plaintiff expressly waives the
7 protections of California Civil Code section 1542, and it is his intention in executing
8 this Agreement that the same shall be effective as a bar to each and every claim,
9 complaint, action, debts, promises, demand, cause of action, obligation, damage,
10 liability, charge, attorneys' fees and costs herein above released. Plaintiff also waives
11 and relinquishes any and all claims, rights or benefits, if any, arising under California
12 Civil Code § 1542, which provides as follows:

13 ***A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE***
14 ***CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO***
15 ***EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE***
16 ***RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE***
17 ***MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR***
18 ***OR RELEASED PARTY.***

19 Thus, notwithstanding the provisions of section 1542, and to implement a full and
20 complete release and discharge of the Released Parties, Plaintiff expressly
21 acknowledges this Settlement Agreement is intended to include in its effect, without
22 limitation, all claims Plaintiff does not know or suspect to exist in Plaintiff's favor at
23 the time of signing this Settlement Agreement, and that this Settlement Agreement
24 contemplates the extinguishment of any such claims. Plaintiff warrants that Plaintiff
25 has read this Settlement Agreement, including this waiver of California Civil Code
26 section 1542, and that Plaintiff has consulted with or had the opportunity to consult
27 with counsel of Plaintiff's choosing about this Settlement Agreement and specifically
28 about the waiver of section 1542, and that Plaintiff understands this Settlement

1 Agreement and the section 1542 waiver, and so Plaintiff freely and knowingly enters
2 into this Settlement Agreement. Plaintiff further acknowledges that Plaintiff later may
3 discover facts different from or in addition to those Plaintiff now knows or believes to
4 be true regarding the matters released or described in this Settlement Agreement, and
5 even so Plaintiff agrees that the releases and agreements contained in this Settlement
6 Agreement shall remain effective in all respects notwithstanding any later discovery of
7 any different or additional facts. Plaintiff expressly assumes any and all risk of any
8 mistake in connection with the true facts involved in the matters, disputes, or
9 controversies released or described in this Settlement Agreement or with regard to any
10 facts now unknown to Plaintiff relating thereto.

11 E. Nullification of Settlement Agreement. If this Settlement Agreement is not
12 preliminarily or finally approved by the Court, or is reversed, withdrawn or modified
13 by the Court, or in any way prevents or prohibits Defendants from obtaining a complete
14 resolution of the Released Class Claims and Released PAGA Claims, or if Defendants
15 fail to fully fund the Gross Settlement Amount, or if more than 10% of the Class
16 Members request exclusion from the Settlement, Defendants may rescind the
17 Settlement within ten (10) business days of learning this information. The Parties
18 agree that, if either Defendants rescinds, the Settlement shall be void *ab initio*, have
19 no force or effect whatsoever, and that neither Party will have any further obligation
20 to perform under this Agreement.:

- 21 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
22 and shall not be admissible in any judicial, administrative or arbitral
23 proceeding for any purpose or with respect to any issue, substantive or
24 procedural;
- 25 2. The conditional class certification (obtained for any purpose) shall be void *ab*
26 *initio* and of no force or effect, and shall not be admissible in any judicial,
27 administrative or arbitral proceeding for any purpose or with respect to any
28 issue, substantive or procedural; and

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

4 4. If Defendants fail to fully fund the Gross Settlement Amount, or Defendant
5 elects to revoke this Agreement because more than 10% of the Class Members
6 request exclusion from the Settlement, Defendants shall bear the sole
7 responsibility for any cost to issue or reissue any curative notice to the
8 Settlement Class Members and all Settlement Administration Costs incurred
9 to the date of nullification.

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

19 G. Tax Liability. The Parties make no representations as to the tax treatment or legal
20 effect of the payments called for, and Class Members and/or Aggrieved Employees
21 are not relying on any statement or representation by the Parties in this regard.
22 Class Members and/or Aggrieved Employees understand and agree that they will be
23 responsible for the payment of any taxes and penalties assessed on the Individual
24 Settlement Payments and/or individual shares of the Aggrieved Employee Payment
25 and will be solely responsible for any penalties or other obligations resulting from
26 their personal tax reporting of Individual Settlement Payments and/or Aggrieved
27 Employee Payment. Plaintiff shall be solely and legally responsible for paying any
28 and all applicable taxes on these Class Representative Service Award and shall hold

1 Defendants harmless from any claim or liability for taxes, penalties or interest
2 arising as a result of the payment. Defendants made no representations as to the tax
3 treatment or legal effect of the payment called for herein, and Plaintiff is not relying
4 on any statement or representation by Defendants or Defendants' counsel in this
5 regard. Neither Defendants, nor its counsel shall have any liability for any tax
6 implications related to the receipt of settlement funds herein, including by the third-
7 party settlement administrator; any and all such liability and/or obligations shall be
8 borne solely by the recipients of any funds to be paid by Defendants herein. The
9 Parties acknowledge neither Defendants nor Plaintiffs' counsel have provided any
10 tax-related advice whatsoever. The Settlement Administrator shall have and use its
11 own Employer Identification Number for purposes of calculating payroll tax
12 withholdings and providing reports to state and federal tax authorities.

13 H. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
14 the "acknowledging party" and each Party to this Agreement other than the
15 acknowledging party, an "other party") acknowledges and agrees that: (1) no provision
16 of this Agreement, and no written communication or disclosure between or among the
17 Parties or their attorneys and other advisers, is or was intended to be, nor shall any
18 such communication or disclosure constitute or be construed or be relied upon as, tax
19 advice within the meaning of United States Treasury Department circular 230 (31 CFR
20 part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,
21 her or its own, independent legal and tax counsel for advice (including tax advice) in
22 connection with this Agreement, (b) has not entered into this Agreement based upon
23 the recommendation of any other Party or any attorney or advisor to any other Party,
24 and (c) is not entitled to rely upon any communication or disclosure by any attorney
25 or adviser to any other party to avoid any tax penalty that may be imposed on the
26 acknowledging party, and (3) no attorney or adviser to any other Party has imposed
27 any limitation that protects the confidentiality of any such attorney's or adviser's tax
28 strategies (regardless of whether such limitation is legally binding) upon disclosure by

the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

I. Preliminary Approval Motion. At the earliest practicable time, Plaintiff shall file with the Court a Motion for Order Granting Preliminary Approval and supporting papers, which shall include this Settlement Agreement. Plaintiff will provide Defendants with a draft of the Motion at least three (3) business days prior to the filing of the Motion to give Defendants an opportunity to propose changes or additions to the Motion.

J. Settlement Administrator. The Settlement Administrator shall be responsible for: establishing and administering the QSF; establishing and maintaining a case specific webpage with information about the Settlement hosted on the Settlement Administrator's website, calculating, processing and mailing payments to the Class Representative, Class Counsel, Settlement Class Members, Aggrieved Employees and the LWDA; printing (in English and Spanish) and mailing the Notice Packets to the Class Members as directed by the Court; receiving and reporting the objections and requests for exclusion; calculating, deducting and remitting all legally required taxes from Individual Settlement Payments and distributing tax forms for the Wage Portion and Non-Wage Portion of the Individual Settlement Payments and/or Aggrieved Employee Payments; processing and mailing tax payments to the appropriate state and federal taxing authorities; providing declaration(s) as necessary in support of preliminary and/or final approval of this Settlement; and other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities by among other things, sending a weekly status report to the Parties' counsel stating the date of the mailing, the of number of Requests for Exclusion from the Settlement it receives (including the numbers of valid and deficient), the full names of the Class Members who requested exclusion from the Settlement, and number of objections received.

K. Notice Procedure.

1 1. Class Data. No later than ten (10) calendar days after the Preliminary
2 Approval Date, Defendants shall provide the Settlement Administrator with
3 the Class Data for purposes of preparing and mailing Notice Packets to the
4 Class Members. To protect Class Members' privacy rights, the Settlement
5 Administrator must maintain the Class Data in confidence, use the Class Data
6 only for purposes of this Settlement and for no other purpose, and restrict
7 access to the Class Data to Settlement Administrator employees who need
8 access to the Class Data to effect and perform under this Agreement.

9 2. Notice Packets.

10 a) The Notice Packet shall contain the Notice of Class Action Settlement
11 in a form substantially similar to the form attached as **Exhibit A**. The
12 Notice of Class Action Settlement shall inform Class Members and
13 Aggrieved Employees that they need not do anything in order to
14 receive an Individual Settlement Payment and/or Aggrieved
15 Employees' individual shares of the PAGA Payment and to keep the
16 Settlement Administrator apprised of their current mailing address, to
17 which the Individual Settlement Payments and/or Aggrieved
18 Employee Payment will be mailed following the Funding Date. The
19 Notice of Class Action Settlement shall set forth the release to be given
20 by all members of the Class who do not request to be excluded from
21 the Settlement Class and/or Aggrieved Employees' in exchange for an
22 Individual Settlement Payment and/or Aggrieved Employee Payment,
23 the number of Workweeks worked by each Class Member during the
24 Class Period and PAGA Pay Periods worked by each Aggrieved
25 Employee during the PAGA Period, if any, and the estimated amount
26 of their Individual Settlement Payment if they do not request to be
27 excluded from the Settlement and the estimated amount of each
28 Aggrieved Employee Payment, if any. The Settlement Administrator

1 shall use the Class Data to determine Class Members' Workweeks and
2 the Aggrieved Employees' PAGA Pay Periods. The Notice will also
3 advise the Aggrieved Employees that they will release the Released
4 PAGA Claims and will receive their share of the Aggrieved Employee
5 Payment regardless of whether they request to be excluded from the
6 Settlement.

7 b) The Notice Packet's mailing envelope shall include the following
8 language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE
9 ENTITLED TO PARTICIPATE IN A CLASS ACTION
10 SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR
11 ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED
12 NOTICE."

13 3. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the
14 Settlement Administrator will perform a search based on the National Change
15 of Address Database to update and correct any known or identifiable address
16 changes. No later than fourteen (14) calendar days after receiving the Class
17 Data from Defendants, the Settlement Administrator shall mail copies of the
18 Notice Packet to all Class Members via regular First-Class U.S. Mail. The
19 Settlement Administrator shall exercise its best judgment to determine the
20 current mailing address for each Class Member. The address identified by the
21 Settlement Administrator as the current mailing address shall be presumed to
22 be the best mailing address for each Class Member.

23 4. Undeliverable Notices. Not later than three (3) business days after the
24 Settlement Administrator's receipt of any Class Notice returned by the United
25 States Postal Service ("USPS") as undelivered, the Settlement Administrator
26 shall remail the Class Notice using any forwarding address provided by the
27 USPS. If the USPS does not provide a forwarding address, the Settlement
28 Administrator shall conduct a Class Member Address Search, and re-mail the

1 Class Notice to the most current address obtained. The Settlement
2 Administrator has no obligation to make further attempts to locate or send
3 Class Notice to Class Members whose Class Notice is returned by the USPS
4 a second time. Class Members who received a re-mailed Notice Packet shall
5 have their Response Deadline extended fifteen (15) days from the original
6 Response Deadline.

7 5. Disputes Regarding Individual Settlement Payments. Class Members will
8 have the opportunity, should they disagree with Defendants' records regarding
9 the start and end dates of employment to provide documentation and/or an
10 explanation to show contrary dates. If there is a dispute, Defendants' records
11 will be presumed determinative. The Settlement Administrator shall
12 determine the eligibility for, and the amounts of, any Individual Settlement
13 Payments under the terms of this Agreement. The Settlement Administrator's
14 determination of the eligibility for and amount of any Individual Settlement
15 Payment shall be binding upon the Class Member and the Parties.

16 6. Disputes Regarding Administration of Settlement. Any disputes not resolved
17 by the Settlement Administrator concerning the administration of the
18 Settlement will be resolved by the Court under the laws of the State of
19 California. Before any such involvement of the Court, counsel for the Parties
20 will confer in good faith to resolve the disputes without the necessity of
21 involving the Court.

22 7. Exclusions. The Notice of Class Action Settlement contained in the Notice
23 Packet shall state that Class Members who wish to exclude themselves from
24 the Settlement must submit a written request for exclusion by the Response
25 Deadline. The written request for exclusion must state that the Class Member
26 wishes to exclude himself or herself from the Settlement and (1) must contain
27 the name, address, and the last four digits of the Social Security number of the
28 person requesting exclusion; (2) must be signed by the Class Member; (3)

1 must be postmarked or fax stamped by the Response Deadline and returned to
2 the Settlement Administrator at the specified address or fax telephone number;
3 and (4) contain a typewritten or handwritten notice stating in substance: “I
4 wish to opt out of the settlement of the class action lawsuit entitled *Riedl v.*
5 *Owl, Inc.* currently pending in the Superior Court for the County of San
6 Mateo, Case No. 21-CIV-02704. I understand that by requesting to be
7 excluded from the settlement, I will receive no money from the Settlement
8 described in this Notice.” The request for exclusion will not be valid if it is
9 not timely submitted, if it is not signed by the Class Member, or if it does not
10 contain the name and address and last four digits of the Social Security number
11 of the Class Member. The date of the postmark on the mailing envelope or
12 fax stamp on the request for exclusion shall be the exclusive means used to
13 determine whether the request for exclusion was timely submitted. Any Class
14 Member who requests to be excluded from the Settlement Class will not be
15 entitled to an Individual Settlement Payment and will not be otherwise bound
16 by the terms of the Settlement or have any right to object, appeal or comment
17 thereon. However, any Class Member that submits a timely request for
18 exclusion that is also a member of the Aggrieved Employees will still receive
19 his/her pro rata share of the Aggrieved Employee Payment, as specified
20 below, and in consideration, will be bound by the Released PAGA Claims as
21 set forth herein. Settlement Class Members who fail to submit a valid and
22 timely written request for exclusion on or before the Response Deadline shall
23 be bound by all terms of the Settlement and any final judgment entered in this
24 Action if the Settlement is approved by the Court. No later than fourteen (14)
25 calendar days after the Response Deadline, the Settlement Administrator shall
26 provide counsel for the Parties with a final list of the Class Members who have
27 timely submitted written requests for exclusion. At no time shall any of the
28 Parties or their counsel seek to solicit or otherwise encourage members of the

1 Class to submit requests for exclusion from the Settlement. If more than 10%
2 of the Class Members request exclusion from the Settlement, Defendants may
3 rescind the Settlement within ten (10) business days of learning this
4 information. The Parties agree that, if either Defendants rescinds, the
5 Settlement shall be void *ab initio*, have no force or effect whatsoever, and that
6 neither Party will have any further obligation to perform under this
7 Agreement.

- 8 8. Objections. The Notice of Class Action Settlement contained in the Notice
9 Packet shall state that Class Members who wish to object to the Settlement
10 may submit to the Settlement Administrator a written statement of objection
11 (“Notice of Objection”) by the Response Deadline. The postmark date of
12 mailing shall be deemed the exclusive means for determining that a Notice of
13 Objection was served timely. The Notice of Objection must be signed by the
14 Settlement Class Member and state: (1) the case name and number; (2) the
15 name of the Settlement Class Member; (3) the address of the Settlement Class
16 Member; (4) the last four digits of the Settlement Class Member’s Social
17 Security number; (4) the basis for the objection; and (5) if the Settlement Class
18 Member intends to appear at the Final Approval/Settlement Fairness Hearing.
19 Class Members who fail to make objections in writing in the manner specified
20 above may still make their objections orally at the Final Approval/Settlement
21 Fairness Hearing with the Court’s permission. Settlement Class Members will
22 have a right to appear at the Final Approval/Settlement Fairness Hearing to
23 have their objections heard by the Court. At no time shall any of the Parties
24 or their counsel seek to solicit or otherwise encourage Class Members to file
25 or serve written objections to the Settlement or appeal from the Order and
26 Final Judgment. Class Members who submit a written request for exclusion
27 may not object to the Settlement. Neither Class Members nor Aggrieved
28 Employees may not object to the PAGA Payment or Released PAGA Claims.

1 L. Allocation of the Gross Settlement Amount

- 2 1. Individual Settlement Payments. Individual Settlement Payments shall be
3 paid from the Net Settlement Amount and shall be paid pursuant to the
4 formula set forth herein. Using the Class Data, the Settlement Administrator
5 shall add up the total number of Workweeks for all Settlement Class Members.
6 The respective Workweeks for each Settlement Class Member will be divided
7 by the total Workweeks for all Class Members, resulting in the Payment Ratio
8 for each Settlement Class Member. Each Settlement Class Member's
9 Payment Ratio will then be multiplied by the Net Settlement Amount to
10 calculate each Settlement Class Member's estimated Individual Settlement
11 Payments. Each Individual Settlement Payment will be reduced by any
12 legally mandated employee tax withholdings (e.g., employee payroll taxes,
13 etc.). Individual Settlement Payments for Class Members who submit valid
14 and timely requests for exclusion will be redistributed to Settlement Class
15 Members who do not submit valid and timely requests for exclusion on a pro
16 rata basis based on their respective Payment Ratios.
- 17 2. Calculation of Aggrieved Employee Shares of the Aggrieved Employee
18 Payment. Using the Class Data, the Settlement Administrator shall add up the
19 total number of PAGA Pay Periods for all Aggrieved Employees during the
20 PAGA Period. The respective PAGA Pay Periods for each Aggrieved
21 Employee will be divided by the total PAGA Pay Periods for all Aggrieved
22 Employees, resulting in the "PAGA Payment Ratio" for each Aggrieved
23 Employee. Each Aggrieved Employee's PAGA Payment Ratio will then be
24 multiplied by the Aggrieved Employee Payment to calculate each Aggrieved
25 Employee's estimated share of the Aggrieved Employee Payment.
- 26 3. Allocation of Individual Settlement Payments. For tax purposes, Individual
27 Settlement Payments shall be allocated and treated as follows: 15% as wages
28 ("Wage Portion"); 85% as penalties and interest ("Non-Wage Portion"). The

1 Wage Portion is subject to wage withholdings and shall be reported on IRS
2 Form W-2 and its state and local equivalents. The Non-Wage Portion shall not
3 be subject to wage withholdings and shall be reported on IRS Form 1099 and
4 its state and local equivalents.

5 4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved
6 Employee Payments shall be allocated and treated as 100% penalties and shall
7 be reported on IRS Form 1099 and its state and local equivalents.

8 5. No Credit Toward Benefit Plans. The Individual Settlement Payments and
9 individual shares of the Aggrieved Employee Payment made to Settlement
10 Class Members and/or Aggrieved Employees under this Settlement
11 Agreement, as well as any other payments made pursuant to this Settlement
12 Agreement, will not be utilized to calculate any additional benefits under any
13 benefit plans to which any Class Members may be eligible, including, but not
14 limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase
15 plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan.
16 Rather, it is the Parties' intention that this Settlement Agreement will not
17 affect any rights, contributions, or amounts to which any Class Members may
18 be entitled under any benefit plans.

19 6. All monies received by Settlement Class Members under the Settlement which
20 are attributable to wages shall constitute income to such Settlement Class
21 Members solely in the year in which such monies actually are received by the
22 Settlement Class Members. It is the intent of the Parties that Individual
23 Settlement Payments and individual shares of the Aggrieved Employee Payment
24 provided for in this Settlement agreement are the sole payments to be made by
25 Defendants to Settlement Class Members and/or Aggrieved Employees in
26 connection with this Settlement Agreement, with the exception of Plaintiff, and
27 that the Settlement Class Members and/or Aggrieved Employees are not entitled
28

1 to any new or additional compensation or benefits as a result of having received
2 the Individual Settlement Payments and/or their shares of the PAGA Payment.

3 7. Mailing. Individual Settlement Payments and Aggrieved Employee Payments
4 shall be mailed by regular First-Class U.S. Mail to Settlement Class Members'
5 and/or Aggrieved Employees last known mailing address no later than fifteen
6 (15) calendar days after the Funding Date.

7 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved
8 Employees shall remain valid and negotiable for one hundred and eighty (180)
9 days from the date of their issuance. If a Settlement Class Member and/or
10 Aggrieved Employee does not cash his or her settlement check within ninety
11 (90) days, the Settlement Administrator will send a letter to such persons,
12 advising that the check will expire after the 180th day, and invite that
13 Settlement Class Member and/or Aggrieved Employee to request reissuance
14 in the event the check was destroyed, lost or misplaced. In the event an
15 Individual Settlement Payment and/or Aggrieved Employee's individual
16 share of the Aggrieved Employee Payment has not been cashed within one
17 hundred and eighty (180) days, all funds represented by such uncashed checks,
18 plus any interest accrued thereon, shall be sent to the State Controller's Office,
19 Unclaimed Property Division, in the name of the Settlement Class Member
20 and/or Aggrieved Employee.

21 9. Class Representative Service Award. In addition to the Individual Settlement
22 Payment and his share of the Aggrieved Employee Payment, Plaintiff will
23 apply to the Court for an award of not more than Ten Thousand Dollars and Zero
24 Cents (\$10,000), as the Class Representative Service Award. Defendants do
25 not presently intend to oppose a Class Representative Service Award of not more
26 than \$10,000.00 for Plaintiff. The Settlement Administrator shall pay the
27 Class Representative Service Award either in the amount stated herein if approved
28 by the Court or some other amount as

1 approved by the Court, to Plaintiff from the Gross Settlement Amount no later
2 than ten (10) calendar days after the Funding Date. Any portion of the
3 requested Class Representative Service Award that is not awarded to the Class
4 Representative shall be part of the Net Settlement Amount and shall be
5 distributed to Settlement Class Members as provided in this Agreement. The
6 Settlement Administrator shall issue an IRS Form 1099 — MISC and its state
7 and local equivalents to Plaintiff for his Class Representative Service Award.
8 Plaintiff shall be solely and legally responsible to pay all applicable taxes on
9 his Class Representative Service Award and shall hold harmless the Released
10 Parties from any claim or liability for taxes, penalties, or interest arising from
11 the Class Representative Service Award. Approval of this Settlement shall
12 not be conditioned on Court approval of the requested amount of the Class
13 Representative's Payment. If the Court reduces or does not approve the
14 requested Class Representative Service Award, Plaintiff shall not have the
15 right to revoke the Settlement, and it will remain binding.

- 16 10. Class Counsel Award. Defendants do not presently oppose or intend to object
17 to an application for attorneys' fees not to exceed one-third of the Gross
18 Settlement Amount of \$285,000.00. Fees are therefore estimated to be
19 \$95,000.00. Attorneys are also entitled to reimbursement of costs and
20 expenses supported by declaration not to exceed Twenty-Five Thousand
21 Dollars (\$25,000.00), from the Gross Settlement Amount. Any portion of the
22 requested Class Counsel Award that is not awarded to Class Counsel shall be
23 part of the Net Settlement Amount and shall be distributed to Settlement Class
24 Members as provided in this Agreement. The Settlement Administrator shall
25 allocate and pay the Class Counsel Award to Class Counsel from the Gross
26 Settlement Amount no later than ten (10) calendar days after the Gross
27 Settlement Amount is funded in full. Class Counsel shall be solely and legally
28 responsible to pay all applicable taxes on the payment made pursuant to this

1 paragraph. The Settlement Administrator shall issue an IRS Form 1099 —
2 MISC and its state and local equivalents to Class Counsel for the payments
3 made pursuant to this paragraph. In the event that the Court reduces or does
4 not approve the requested Class Counsel Award, Plaintiff and Class Counsel
5 shall not have the right to revoke the Settlement, or to appeal such order, and
6 the Settlement will remain binding.

7 11. PAGA Payment. Fourteen Thousand Two Hundred and Fifty Dollars
8 (\$14,250.00) shall be allocated from the Gross Settlement Amount for
9 settlement of claims for civil penalties under the Private Attorneys General
10 Act of 2004 (“PAGA Payment”). The Settlement Administrator shall pay
11 seventy-five percent (75%) of the PAGA Payment (\$10,687.50) to the LWDA
12 no later than twenty-five (25) calendar days after the Gross Settlement
13 Amount is funded in full (hereinafter “LWDA Payment”). Twenty-five
14 percent (25%) of the PAGA Payment (\$3,562.50) will be distributed to the
15 Aggrieved Employees as described in this Agreement (hereinafter “Aggrieved
16 Employee Payment”). For purposes of distributing the PAGA Payment to the
17 Aggrieved Employees, each Aggrieved Employee shall receive their pro-rata
18 share of the Aggrieved Employee Payment using the PAGA Payment Ratio
19 as defined above.

20 12. Settlement Administration Costs. The Settlement Administrator shall be paid
21 for the costs of administration of the Settlement from the Gross Settlement
22 Amount, not to exceed ten thousand dollars (\$10,000.00). The Settlement
23 Administrator shall be paid the Settlement Administration Costs no later than
24 twenty-five (25) calendar days after the Gross Settlement Amount is funded
25 in full. If the actual Settlement Administration Costs incurred is less than the
26 estimate provided herein, the difference between the actual and estimated
27 costs shall be returned to the Net Settlement Amount.
28

1 M. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with
2 the Court a Motion for Order Granting Final Approval and Entering Judgment, within
3 twenty-eight (28) days following the expiration of the Response Deadline, which
4 motion shall request final approval of the Settlement and a determination of the
5 amounts payable for the Class Representative Service Award, the Class Counsel
6 Award, the PAGA Payment, and the Settlement Administration Costs. Plaintiff will
7 provide Defendants with a draft of the Motion at least three (3) business days prior to
8 the filing of the Motion to give Defendants an opportunity to propose changes or
9 additions to the Motion.

10 1. Declaration by Settlement Administrator. No later than twenty (20) days after
11 the Response Deadline, the Settlement Administrator shall submit a
12 declaration in support of Plaintiff's motion for final approval of this
13 Settlement detailing the number of Notice Packets mailed and re-mailed to
14 Class Members, the number of undeliverable Notice Packets, the number of
15 timely requests for exclusion, the number of objections received, the amount
16 of the average Individual Settlement Payment, highest Individual Settlement
17 Payment, and lowest Individual Settlement Payment, the Settlement
18 Administration Costs, and any other information as the Parties mutually agree
19 or the Court orders the Settlement Administrator to provide.

20 2. Final Approval Order and Judgment. Class Counsel shall present an Order
21 Granting Final Approval of Class Action Settlement to the Court for its
22 approval, and Judgment thereon, at the time Class Counsel files the Motion
23 for Final Approval.

24 N. Review of Motions for Preliminary and Final Approval. Class Counsel will provide
25 an opportunity for Counsel for Defendants to review the Motions for Preliminary and
26 Final Approval, including the Order Granting Final Approval of Class Action
27 Settlement, and Judgment before filing with the Court. The Parties and their counsel
28 will cooperate with each other and use their best efforts to affect the Court's approval

1 of the Motions for Preliminary and Final Approval of the Settlement, and entry of
2 Judgment.

3 O. Cooperation. The Parties and their counsel will cooperate with each other and use
4 their best efforts to implement the Settlement.

5 P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
6 except such proceedings necessary to implement and complete the Settlement, pending
7 the Final Approval/Settlement Fairness Hearing to be conducted by the Court.

8 Q. Amendment or Modification. This Agreement may be amended or modified only by
9 a written instrument signed by all Parties or their successors-in-interest.

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

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

24 T. No Public Comment: The Parties and their counsel agree that they will not issue any
25 press releases, initiate any contact with the press, respond to any press inquiry, or have
26 any communication with the press about the fact, amount or terms of the Settlement
27 Agreement. Class Counsel further agrees not to use the Settlement Agreement or any
28 of its terms for any marketing or promotional purposes. Nothing herein will restrict

1 Class Counsel from including publicly available information regarding this settlement
2 in future judicial submissions regarding Class Counsel's qualifications and experience.
3 Further, Class Counsel will not include, reference or use the Settlement Agreement for
4 any marketing or promotional purposes, either before or after the Motion for
5 Preliminary Approval is filed.

6 U. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
7 to the benefit of, the successors or assigns of the Parties, as previously defined.

8 V. California Law Governs. All terms of this Agreement and the Exhibit and any disputes
9 shall be governed by and interpreted according to the laws of the State of California.

10 W. Counterparts. This Agreement may be executed in one or more counterparts. All
11 executed counterparts and each of them shall be deemed to be one and the same
12 instrument provided that counsel for the Parties to this Agreement shall exchange
13 among themselves copies or originals of the signed counterparts. A facsimile signature
14 or electronic signature (including but not limited to PDF or DocuSign) shall be treated
15 as an original signature for all purposes.

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

20 Y. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
21 respect to the interpretation, implementation and enforcement of the terms of this
22 Agreement and all orders and judgments entered in connection therewith, and the
23 Parties and their counsel submit to the jurisdiction of the Court for purposes of
24 interpreting, implementing and enforcing the settlement and all orders and judgments
25 entered in connection with this Agreement.

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

AA. No Unalleged Claims. Plaintiff and Class Counsel represent that they do not currently intend to pursue any claims against the Released Parties, including, but not limited to, any and all claims relating to or arising from Plaintiff's employment with Defendants, regardless of whether Class Counsel is currently aware of any facts or legal theories upon which any claims or causes of action could be brought against Released Parties, including those facts or legal theories alleged in the operative complaint in this Action. The Parties further acknowledge, understand and agree that this representation is essential to the Agreement and that this Agreement would not have been entered into were it not for this representation.

BB. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class certification for purposes of this Settlement only.

CC. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the Released Claims have merit and give rise to liability on the part of Defendants. Defendants claim that the Released Claims have no merit and do not give rise to liability. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no documents referred to and no action taken to carry out this Agreement may be construed or used as an admission by or against the Defendants, Released Parties, Plaintiff, or Class Counsel as to the merits or lack thereof of the claims asserted. Other than as may be specifically set forth herein, each Party shall be responsible for and shall bear its/his own attorney's fees and costs.

DD. Confidentiality. Class Counsel and the Class Representative agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry, post on any internet websites, or have any communication with the press about the Lawsuit, and/or the fact, amount or terms of the settlement. Before the date of the filing of the motion for preliminary approval of the settlement, the Class Representative and settlement class counsel will not initiate any contact with Class

Members or anyone else about the settlement, except that: (a) settlement class counsel, if contacted by a Class Member, may respond that a settlement has been reached and that the details will be communicated in a forthcoming Court-approved notice; and (b) the Class Representative, if contacted by a Class Member, may respond only that the Class Member should contact settlement class counsel.

EE. Headings. The section and paragraph headings contained in this Settlement Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Settlement Agreement.

FF. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

GG. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

DATED: _____

WILLIAM RIEDL

IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANTS:

DATED: _____

Laster B. Walker

OWL INC. DBA OWL TRANSPORTATION

Dr. Laster B. Walker

Printed Name

President

Title

Members or anyone else about the settlement, except that: (a) settlement class counsel, if contacted by a Class Member, may respond that a settlement has been reached and that the details will be communicated in a forthcoming Court-approved notice; and (b) the Class Representative, if contacted by a Class Member, may respond only that the Class Member should contact settlement class counsel.

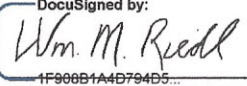
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FF. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

GG. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

DATED: 10/4/2023

DocuSigned by:

 1F906B1A4D794D5
 WILLIAM RIEDL

IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANTS:

DATED: _____

 OWL INC. DBA OWL TRANSPORTATION

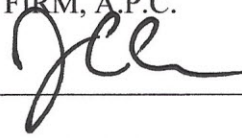
 Printed Name

 Title

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: 10-5-2023

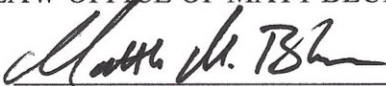
JCL LAW FIRM, A.P.C.

By: 

Attorneys for Plaintiff and the Settlement Class Members

DATED: 10/5/2023

THE LAW OFFICE OF MATT BLUM

By: 

Attorneys for Plaintiff and the Settlement Class Members

DATED: _____

KLINEDINST, PC.

By: _____

Attorneys or Defendant

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IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: _____

JCL LAW FIRM, A.P.C.

By: _____

Attorneys for Plaintiff and the Settlement Class
Members

DATED: _____

THE LAW OFFICE OF MATT BLUM

By: _____

Attorneys for Plaintiff and the Settlement Class
Members

DATED: _10-4-2023_____

KLINEDINST, PC.

By:  _____

Attorneys or Defendant

EXHIBIT A

EXHIBIT A

NOTICE OF SETTLEMENT OF CLASS ACTION AND FINAL APPROVAL HEARING

William Riedl v. Owl Inc. DBA Owl Transportation
Superior Court of the State California, County of San Mateo
Case No. 21-CIV-02704

*The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.*

To: All individuals all current and former non-exempt employees of Owl Inc. dba Owl Transportation in the State of California at any time between March 21, 2017 through The Effective Date of the Settlement ("Class Period") (the "Class"):

THIS NOTICE is of a proposed Settlement of a class action lawsuit, and an announcement of a court hearing regarding the fairness of the Settlement that you may choose to attend. Your rights may be affected by the legal proceedings in this action. The Court will conduct a hearing on INSERT DATE to address whether the proposed Settlement should be approved ("Final Approval Hearing"). You may be entitled to receive a payment under the terms of this class action settlement contained in the Settlement Agreement.

[Name of Class Member],

You have been identified as a Class Member in the above lawsuit. Under the terms of the proposed Settlement you are estimated to receive approximately **\$INSERT AMOUNT** as your share of the Settlement should the Court grant the Settlement in full. Please note that this is only an estimate. Your actual share of the Settlement may be more or less than this estimate. The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund individual Class Member Payments, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Member Payments and make a payment to the to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendants' records, and the Parties' current assumptions, **your Individual Class Member Payment is estimated to be \$INSERT AMOUNT and your Individual PAGA Member Payment is estimated to be \$INSERT AMOUNT** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Member Payment, then according to Defendants' records you are not eligible for an Individual PAGA Member Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendants' records that: (1) you worked approximately **[number of workweeks]** workweeks between March 21, 2017 and The Effective Date of the Settlement in the State of California; and (2) you worked approximately **[number of pay periods]** pay periods between March 21, 2017 through The Effective Date of the Settlement in the State of California. If you dispute the total number of workweeks or pay periods set forth above, you must set forth the information that you believe is correct to [Settlement Administrator] not later than INSERT DEADLINE. You need to support your challenge by sending copies of pay stubs or other records. The Settlement Administrator will accept Defendant's calculation of workweeks and/or pay periods based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Settlement Administrator will resolve number of workweeks and pay periods challenges based on your submission and on input from Class

Counsel (who will advocate on behalf of Settlement Class Members) and Defendants' Counsel. The Settlement Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

Your eligibility requirements for receiving payments are described below.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT (SEE SECTION VIII FOR MORE DETAILS)	
You Don't Have to Do Anything to Participate in the Settlement	Receive a settlement payment and give up your right to sue on the Released Claims described in Section IV. This Settlement does not require a claims process to receive a payment. Therefore, there is <u>no</u> claim form for you to complete should you wish to receive payment.
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is INSERT DEADLINE.	You may "opt out" of this Settlement, including any right to a settlement payment, except that, as discussed in more detail below, you will receive your share of the PAGA Member Payment, if any, regardless of whether you opt out of the Settlement. You must submit your opt-out notice, as described below, on or before INSERT DEADLINE. All Class Members who validly and timely opt out of the Settlement will not receive any settlement payment and will preserve Released Class Claims described in Section IV subject to applicable statutes of limitations, except as follows: Irrespective of whether a Class Member excludes themselves from the Settlement, if they are a PAGA Member, they shall be deemed to have released their Released PAGA Claims, and they will receive a share of the PAGA Member Payment.
Settlement Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by INSERT DEADLINE.	All Class Members who do not opt-out ("Settlement Class Members") can object to any aspect of the proposed Settlement, except for the PAGA Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Settlement Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section VIII of this Notice.
You Can Participate in the [INSERT DEADLINE]_Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on INSERT DEADLINE . You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Settlement Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section VIII of this Notice.

I. Why should I read this Notice?

The Parties have proposed to settle this class action lawsuit. You are a member of the Class. If the Court approves the proposed Settlement, your legal rights may be affected. This Notice, which has been approved by the Court, is only a summary. You may receive a copy of the Settlement Agreement, the Judgment or other Settlement documents by going to the Administrator's website at _____ or by contacting the Settlement Administrator or Class Counsel. You may also get more details by examining the Court's file using the court's website at <https://www.sanmateo.courts.ca.gov/online-services/online-case-access>.

II. What is this lawsuit about?

A lawsuit entitled *William Riedl v. Owl Inc. dba Owl Transportation* is now pending in the Superior Court of the State California, County of San Mateo. Plaintiff William Riedl (“Plaintiff” or “Class Representative”) has alleged claims against Owl Inc. dba Owl Transportation (“Defendants”) for wage and hour violations under California law. Plaintiff brought this Action as a class action and Private Attorneys General Act (“PAGA”) enforcement action on behalf of himself and other similarly situated individuals employed by Defendants. Plaintiff asserts causes of action for:

1. FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL LAB. CODE §§ 410, 1194, 1198, *et seq.*
2. FAILURE TO PAY WAGES AT THE TIME OF DISCHARGE IN VIOLATION OF CAL. LABOR CODE §§ 201, 202, 203;
3. FAILURE TO PROVIDE ACCURATELY ITEMIZED PAY STUBS IN VIOLATION OF CAL. LAB. CODE § 226;
4. FAILURE TO PAY WAGES WHEN DUE IN VIOLATION OF CAL. LABOR CODE §§ 204, 210;
5. UNFAIR AND UNLAWFUL BUSINESS PRACTICE IN VIOLATION OF CAL. BUSINESS AND PROFESSIONS CODE § 17200 *et seq.*
6. FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
7. FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
8. FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE § 510, ET SEQ.
9. LABOR CODE PRIVATE ATTORNEY GENERAL ACT PURSUANT TO CAL. LAB. CODE §§ 2698, *et seq.*

Plaintiff seeks monetary recovery on behalf of the Class and PAGA Members for the alleged violations, along with interest, costs and fees.

*Defendants contend that they have complied with all laws and deny the allegations Plaintiff is asserting in this Action. The Court has not formed any opinions concerning the merits of the Lawsuit, and the Court has not ruled for or against Plaintiff as to the merits of any of his individual or class or PAGA enforcement claims. The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable and that any final determination of those issues will be made at the Final Approval Hearing. **You will not be retaliated against for electing to participate or not participate in the Settlement.***

So far, the Court has made no determination whether Defendants or Plaintiff are correct on the merits. In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written Settlement Agreement and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants have negotiated a proposed Settlement that is subject to the Court’s Final

Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendants have agreed that, in either case, the Settlement will be void. Defendants will not pay any money and Class Members will not release any claims against Defendants.

III. Who is covered by the class action lawsuit and the proposed Settlement?

A. The Class. On INSERT DATE, the Court granted preliminary approval of the Settlement and authorized this notice. The Court defined the “Class Members” as all current and former non-exempt employees of Defendants in the State of California at any time between March 21, 2017 through The Effective Date of the Settlement (“Class Period”). The Court also defined “PAGA Members” as all current and former non-exempt employees of Defendants in the State of California at any time between May 14, 2020 through the end of the Class Period (the “PAGA Period”).

B. The Effect of Membership in the Class. If you are a Class Member, unless you exclude yourself from (“opt out of”) the Settlement by following the procedures for exclusion that are set forth in this Notice, you will be considered a Settlement Class Member. Settlement Class Members are eligible to receive the benefits created by the proposed Settlement including a settlement payment based on their pro-rata share of the Net Settlement Amount and will be bound by the Settlement if it is approved by the Court. Persons who exclude themselves from the Class will not be bound by the Settlement and will not share in the Settlement proceeds but may pursue their own timely individual claims against Defendants subject to applicable statute of limitations, except as follows: Irrespective of whether a Class Member excludes themselves from the Settlement, if they are a PAGA Member, they shall be deemed to have released their Released PAGA Claims, and they will receive a share of the PAGA Member Payment.

IV. What are the terms of the Settlement?

The proposed Settlement was negotiated with Defendants by Plaintiffs and the attorneys for the Class (“Class Counsel”). Plaintiffs and Class Counsel believe that this Settlement is in the best interest of the members of the Settlement Class. As part of the proposed Settlement, the Parties have agreed to the following:

Monetary Amounts Under the Settlement

- Defendants shall provide, on a non-claims-made basis, monetary compensation in the maximum total amount of \$285,000 (the “Gross Settlement Amount” or “GSA”), less amounts awarded by the Court for Class Counsel Fees and Costs Award (i.e., attorneys’ fees and costs), Settlement Administration Costs, Service Awards to the Class Representatives, and amounts sent to the LWDA for payment of alleged PAGA penalties PAGA Amount for penalties under the PAGA (the “Net Settlement Amount” or “NSA”). Assuming the Court approves the maximum amounts sought to be deducted from the GSA, the NSA is estimated to be \$_____, and the PAGA Member Payment will be _____
- The Settlement Administrator will calculate individual Class Members’ pro-rata share of the NSA for their individual settlement payment. Each Class Member’s proportional share will be determined by dividing the number of weeks worked by the Class Member while working for Defendants in California during the period of March 21, 2017 through The Effective Date of the Settlement, (the “Class Period”) by all weeks worked by all Class Members while working for Defendants in California during the Class Period, multiplied by the NSA. PAGA Member’s pro-rata share of the PAGA Member Payment shall be determined by dividing the number of pay periods worked by the PAGA Member while working for Defendants during the period

of May 14, 2020 through The Effective Date of the Settlement (the "PAGA Period") by all pay periods worked by all PAGA Members while working for Defendants in California during the PAGA Period, multiplied by the PAGA Member Payment.

- The number of workweeks and pay periods that Defendants shows you worked is listed on the first page of this Notice along with your estimated settlement share.
- Defendants, through the Settlement Administrator, shall pay the amounts awarded by the Court within 5 calendar days after the Effective Date of the Settlement Agreement. The Effective Date means the date the Court's order approving the settlement and judgment thereon ("Judgment") becomes final. For purposes of the Settlement Agreement, the Court's Judgment "becomes final" upon the later of: (i) if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from, or other challenge to, the Court's Judgment (i.e., 61 calendar days after notice of entry of the Court's Judgment); (ii) if an appeal is filed, the date affirmance of an appeal of the Judgment becomes final; or (iii) if an appeal is filed, the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Judgment.
- Contemporaneous with requesting the Court approve in final the proposed Settlement, Class Counsel will apply to the Court for approval of all amounts sought in the Settlement as follows: (i) all payments to Settlement Class Members; (ii) Settlement Administration Costs which are estimated to not exceed \$_____ for services associated with administering the Settlement; (iii) a payment of \$75,000 to the LWDA for settlement of the PAGA claims brought in this Action; (iv) a payment of \$25,000 to the PAGA Members; (v) a \$12,500.00 Service Award to Plaintiff for his service to the Class and his general release of claims; (vi) and an award of Class Counsel Fees in the amount of \$833,333.33 (equivalent to 33% of total Gross Settlement Amount) and Costs Award up to \$25,000.00 for out of pocket costs incurred by Class Counsel in prosecuting this Action.
- One-third of payments to Settlement Class Members will be allocated to settlement of disputed claims for wages, two-thirds of payments to Settlement Class Members will be allocated to settlement of disputed claims for penalties and interest. Although Plaintiff and Defendants have agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.
- The front of every check issued for Individual Class Member Payments and Individual PAGA Member Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

Released Claims

A. In exchange for the consideration set forth in this Settlement Agreement, Plaintiffs, the Settlement Class Members, and PAGA Members agree to release those claims set forth herein.

- Settlement Class Members' Release. After the Judgment is final, Settlement Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for claims covered by the Settlement Class

Members' Release. If you are a PAGA Member, you will be bound by the PAGA Members' Release regardless of whether you opt out of the Settlement.

B. The Settlement Class Members will be bound by the following release:

C. All Settlement Class Members, release Released Parties from all claims, debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney's fees, damages, actions or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, and irrespective of theory of recovery, that were or could have been brought based on the facts or claims alleged in any version of the complaints filed in the Action arising during the Class Period. The released claims include, but are not limited to, claims for failure to pay sick time pay at the correct rate, failure to provide meal periods, failure to authorize and permit rest periods, short/late meal and rest periods, failure to relieve of all duties during meal and rest periods, failure to pay or properly compensate meal or rest break premiums, failure to furnish accurate wage statements, failure to pay final wages upon separation of employment, claims related to pay wages based on failure to properly calculate the regular rate of pay, failure to reimburse business expenses, claims derivative and/or related to these claims, liquidated damages, conversion of wages, and claims under the UCL (Business and Professions Code Section 17200 *et seq.*) arising from the Labor Code violations released herein.

- PAGA Members' Release. After the Court's judgment is final, and Defendants have paid the Gross Settlement, all PAGA Members will be barred from asserting PAGA claims against Defendants, whether or not they exclude themselves from the Settlement. This means that all PAGA Members, including those who are Settlements Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or their related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The PAGA Members' Releases for Participating and Non-Participating Class Members are as follows:

All PAGA Members are deemed to release, the Released Parties from all claims for penalties under PAGA during the PAGA Period that were or could have been alleged in the Action based on the facts or claims alleged in any version of the complaint or enumerated in the LWDA Letter irrespective of the underlying theory of recovery supporting the claim for PAGA penalties.

“Released Parties” means: Owl, Inc. dba Owl Transportation and their predecessors, successors, subsidiaries, parent companies, other corporate affiliates, and assigns, and all of its owners, shareholders, members, officers, directors, exempt employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by, through, under or in concert with any of them

- **If you do NOT exclude yourself from the Class by following the procedures set forth in this Notice and the Court approves the proposed Settlement, you will be deemed to have entered into the release of Released Claims in the Settlement Agreement. If you are also a PAGA Member, regardless of whether you opt out of the Settlement, you will release the Released PAGA Claims and will receive a share of the PAGA Member Payment.**

V. How do I receive a payment?

Any Class Member who wishes to be considered for any payment under this Settlement does not need to do anything. If you do not elect to exclude yourself from the Settlement and are deemed an eligible Class member, you will receive a payment should the Settlement become Final. If you are a member of the Class and you move or change your address, and you want to receive your settlement check at your new address, you must send a notice of your change of address to ILYM GROUP 14751 Plaza Dr Suite L, Tustin, CA 92780 or contact the Settlement Administrator by phone at [\(888\) 250-6810](tel:8882506810)

VI. Who represents the Class?

The Court has designated William Riedl to serve as Class Representative in this lawsuit. The attorneys and law firm that serve as Class Counsel are JCL Law Firm, APC The Law Office of Matt Blum. Class Counsel can be reached as follows: Jean-Claude Lapuyade, (619) 599-8292, jlapuyade@jcl-lawfirm.com; Matt Blum, (860) 271-6273, mblumlaw@gmail.com

VII. What are the reasons for the Settlement?

Plaintiff and Class Counsel agreed to enter into this proposed Settlement after weighing the risks and benefits to the Class of this Settlement compared with those of continuing the litigation. The factors that Plaintiff and Class Counsel considered included the uncertainty and delay associated with continued litigation, a trial and appeals, and the uncertainty of particular legal issues that have yet to be determined. Plaintiff and Class Counsel balanced these and other substantial risks in determining that the proposed Settlement is fair, reasonable, and adequate in light of all circumstances and in the best interests of Class Members.

Defendants agreed to this proposed Settlement in order to avoid the expense and distraction associated with lengthy litigation.

VIII. What are my rights and options?

A. First, you may remain a member of the Class, represented by Class Counsel, and take no further action. If you take no further action as a Class Member, you will be represented by Class Counsel and will have the right to receive your share of the Settlement proceeds. If the Settlement is approved by the Court, you will be bound by the terms of the Settlement which will result in a release of the Released Class Claims. As a member of the Class, you will not be charged for the services of Class Counsel.

B. Second, you may exclude yourself from the Class. If you are a member of the Class but do not want to remain in the Class, you may exclude yourself (“opt out”). If you exclude yourself from the Class, you will lose any right to participate in the Settlement including any right to receive a settlement payment, except that if you are a PAGA Member you will release your Released PAGA Claims regardless of whether you opt out of the Settlement and will receive a share of the PAGA Member Payment. You will also lose the right to have objections you might

have to the Settlement considered by the Court before it rules on the Settlement. You will be free to pursue any claims you may have against Defendants on your own behalf subject to applicable statute of limitations, but Class Counsel will not represent you. If you **do not** wish to take part in the Settlement, you may exclude yourself (i.e., opt-out) by sending to the Settlement Administrator a “Request for Exclusion from the Class Action Settlement” letter/card postmarked no later than [INSERT DATE], with your name, present address, telephone number, and a simple statement electing to be excluded from the Settlement.

Send the Request for Exclusion directly to the Settlement Administrator at the following address **by no later than [Insert opt-out date], or it will be invalid.**

[Insert ADDRESS]

If you want confirmation of receipt of your opt-out letter, please send it by U.S. certified mail, return receipt requested and/or contact the Settlement Administrator.

If you do not comply with these procedures and the deadline for exclusions, you will lose any opportunity to exclude yourself from the Class, and your rights will be determined in this Action by the Settlement Agreement if it is approved by the Court and you may not recover under any other individual settlement agreement regarding the claims released through the Released Class Claims.

C. Third, you may remain a member of the Class, and on your own behalf, or through your own attorney, object to the certification of the Class, to the Settlement, to the application for Class Counsel Fees and Costs Award, and/or to the application for Service Awards. Before deciding whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to approve. At least 16 days before the [INSERT DATE] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Class Counsel Fees and Costs Award, and Service Awards stating (i) the amount Class Counsel is requesting for attorneys’ fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Service Award. Upon reasonable request, Class Counsel (whose contact information is in in Section VI of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator’s Website at [INSERT WEB ADDRESS].

If the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the proposed Settlement, or any portion of it, you must file with the Settlement Administrator a written objection stating your name, current address, telephone number, dates you worked for Defendants, the case name and number, each specific reason in support of your objection, and any legal support for each objection. Objections must be in writing, signed and mailed to the Settlement Administrator, [Insert ADDRESS], **by no later than [Insert deadline]**. However, the Court will listen to Class Members (or their attorneys) who ask to speak regarding their objections at the Final Approval Hearing, regardless of whether they have made a timely written objection. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will receive payment and be bound by the terms of the Settlement in the same way as Class Members who do not object. Any member of the Settlement Class who does not object in the manner provided above shall have waived any objection to the Settlement, whether by appeal or otherwise.

IX. When is the court hearing and what is it for?

On INSERT FINAL APPROVAL HEARING DATE, the Court will hold a public hearing in department 23 of the Superior Court for the State of California, County of San Mateo, for the purposes of determining whether the proposed Settlement is fair, adequate and reasonable and should be approved, whether to approve Class Counsel’s

applications for Class Counsel Fees and Costs Award, whether to approve the payments to the LWDA, and whether to approve Plaintiff's request for a Service Award. This hearing may be continued or rescheduled by the Court without further notice. You should check the Settlement Administrator's website beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing. Class Members who support the proposed Settlement do not need to appear at the hearing and do not need to take any other action to indicate their approval. Class Members who object to the proposed Settlement may attend the Final Approval Hearing, but are not required to do so. The Court will listen to Class Members who ask to speak regarding their objections at the Final Approval Hearing, regardless of whether they have made a timely objection.

You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend to listen to the proceedings or to object to the Settlement. You may also attend the Final Approval Hearing in person.

X. Where can I get more information?

If you have questions about this Notice, or the Settlement, or if you did not receive this Notice in the mail and you believe that you are or may be a member of the Class, you should contact the Settlement Administrator (contact information listed in Section V), for more information or to request that a copy of this Notice be sent to you in the mail. If you wish to communicate directly with Class Counsel, you may contact them – contact information noted above in Section VI. You may also seek advice and guidance from your own private attorney at your own expense, if you so desire.

This Notice, which has been approved by the Court, is only a summary. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by going to the Administrator's website at _____ or by contacting the Settlement Administrator or Class Counsel. You may also get more details by examining the Court's file using the court's website <https://www.sanmateo.courts.ca.gov/online-services/online-case-access>.

XI. What If I Lose My Settlement Check?

If you lose or misplace your settlement check before cashing it, the Settlement Administrator will replace it as long as you request a replacement before the void date on the face of the original check, and the check has not already been cashed. If your check is already void you should consult the Unclaimed Property Fund at (800) 992-4647 for instructions on how to retrieve the funds.

XII. What If I Change My Address?

To receive your check, you should immediately notify the Settlement Administrator if you move or otherwise change your mailing address.

PLEASE DO NOT WRITE OR TELEPHONE THE COURT OR DEFENDANTS FOR INFORMATION ABOUT THE PROPOSED SETTLEMENT OR THIS ACTION