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12 Attorneys for Plaintiff EDMUNDO BAQUIRING,
13 individually and on behalf of all others similarly situated

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF SAN ALAMEDA**

16 JEREMY R. RODRIGUEZ and VAQAR
17 HUSSAIN, individually and on behalf of all
18 others similarly situated,

19 Plaintiffs,

20 v.

21 KELLES TRANSPORT SERVICE LLC dba
22 SOAR TRANSPORTATION GROUP; a Utah
23 Limited Liability Company, and DOES 1
24 through 50, inclusive,

25 Defendants.

CASE NO.: RG21106254
Consolidated with Case No. 21CV00142
Hon. Evelio Grillo

**DECLARATION OF JAMES HAWKIS IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT; MEMORANDUM
OF POINTS AND AUTHORITIES**

Date: February 3, 2023
Time: 10:00 a.m.
Dept.: 21

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1. I am an individual over the age of 18. I am a partner at the law firm of James Hawkins, APLC. I am one of the attorneys of record for Plaintiff Edmundo Baquing (hereinafter referred to as “Plaintiff” or “Class Representative”), who commenced this class and PAGA action on behalf of the Class Members and Aggrieved Employees. I submit this declaration in support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement, which Plaintiff filed concurrently herewith, along with the supporting Memorandum of Points and Authorities. I have personal knowledge of the facts set forth below, and if called to testify regarding them, I could and would do so competently.

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1 4. On June 16, 2022, the Parties engaged in private mediation with a well-respected
2 wage and hour class action mediator, Kelly Knight. Prior to mediation, Plaintiff requested and
3 Defendant produced extensive documentation including time and pay data, policy documents,
4 class size information, information on the number of pay periods and workweeks, and information
5 regarding the hourly rates and workweek. In short, Defendant provided informal discovery
6 sufficient to enable the Plaintiff and Class Counsel to rigorously evaluate the strengths and risks of
7 the case and perform an analysis of the potential damages arising from the claims made in this
8 case. As a result of settlement efforts the Parties agreed to settle this matter for the Total
9 Settlement Amount of \$425,000.00 for approximately 463 class members and the terms of which
10 are fully memorialized in the Settlement Agreement.

11 5. The Class Members means all current and former hourly drivers employed by
12 Defendant in California or continuing to be employed by Defendant in California (either directly
13 or through a temporary staffing agency) between January 1, 2019 and the date of preliminary
14 approval of the Settlement (the "Driver Class"); and All current and former hourly employees who
15 were not or are not drivers, employed by Defendant in California (either directly or through a
16 temporary staffing agency) between July 23, 2017 and the date of preliminary approval of the
17 Settlement (the "Non-Driver Class") (together, the Driver Class and Non-Driver Class are the
18 "Class Members" or "Settlement Class"). There are approximately 15,264 workweeks worked by
19 263 members of the Driver Class for the period of January 1, 2019 through June 16, 2022 (as
20 adjusted to reflect the November 12, 2019 final approval of the prior class action settlement and
21 related release in *Honeycutt et. al v. California Sierra Express*, Case No. 34-2017-00210723, filed
22 in Sacramento County Superior Court); and 14,724 workweeks worked by approximately 200
23 members of the Non-Driver Class for the period of July 23, 2017 through June 16, 2022. The
24 Class period for the Driver class is January 1, 2019 through the date of preliminary approval and
25 the non driver class is July 23, 2017 through the date of preliminary approval.

26 6. Plaintiff's Counsel conducted a thorough investigation into the factual and legal
27 issues implicated by Plaintiff's claims and was able to objectively assess the settlement's
28 reasonableness. For example, prior to filing the action, Plaintiff contacted Plaintiff's Counsel to

1 discuss the factual bases for pursuing their actions against Defendant for Labor Code violations.
2 Plaintiff was intimately familiar with Defendant's labor policies and practices, and over the course
3 of multiple interviews, knowledgeably summarized those policies and practices to Plaintiff's
4 Counsel. During those conversations, Plaintiff's Counsel explained how the policies and practices
5 were instituted and provided valuable insight into how they gave rise to the alleged Labor Code
6 violations. Based on these interviews with Plaintiff, Plaintiff's Counsel determined that there were
7 legally sufficient grounds for pursuing the Actions against Defendant and in preparation for drafting
8 the complaints, Plaintiff's Counsel conducted their own independent preliminary investigations into
9 the factual bases for Plaintiff's claims, which entailed, *inter alia*, a careful examination of Plaintiffs'
10 personnel files and associated records.

11 7. Plaintiff's Counsel received a considerable amount of documents and data, including
12 employee demographic data, sample of time and pay records for the driver and non driver class,
13 including electronic time and pay records and driver manifests which included approximately 9,200
14 work shifts for analysis, Defendant's policies and procedures manuals which covered a broad range
15 of topics including, *inter alia*, employee clock-in policies and procedures, attendance policies, meal
16 periods/rest periods, overtime & premium pay, etc. The document and data exchanges allowed
17 Plaintiff's Counsel to fully assess the nature and magnitude of the claims being settled, as well as
18 the impediments to recovery, and ultimately enabled Plaintiff's Counsel so as to make an
19 independent assessment of the reasonableness of the settlement's terms.

20 8. In summary, Plaintiff's Counsel performed a thorough investigation into the claims
21 at issue, which included: (1) determining Plaintiff's suitability as private attorneys general and class
22 representative through interviews, background investigations, and analyses of their employment
23 files and related records; (2) evaluating all of Plaintiff's potential representative claims; (3)
24 researching similar wage and hour class actions as to the claims brought, the nature of the positions,
25 and the type of employer; (4) analyzing employees' time and wage records and driver manifest; (5)
26 reviewing Defendant's employment policies and practices; (6) researching settlements in similar
27 cases and the prior settlement in this case; (7) evaluating Plaintiff's claims and estimating
28 Defendant's liability for purposes of settlement; (8) drafting the mediation brief; and (9)

1 participating in the mediation.

2 9. By engaging in such a thorough investigation and evaluation of Plaintiff's claims,
3 Plaintiff's Counsel can opine that the Settlement, for the consideration and on the terms set forth in
4 the Settlement Agreement, is fair, reasonable, an adequate, and is in the best interests of Class
5 Members in light of all known facts and circumstances, including the risk of significant delay and
6 uncertainty associated with litigation, and various defenses asserted by Defendant.

7 10. Defendant denies any wrongdoing and deny liability with respect to the matters
8 alleged in the Complaint and believe that they have valid defenses to all of Plaintiff's claims.
9 Defendant further contends that they complied with all wage and hour laws applicable to the
10 employment of Plaintiff and other Class Members. To date, no class has been certified and no
11 court has made any findings that Defendant engaged in any wrongdoing or in any wrongful
12 conduct, or otherwise acted improperly or in violation of any law, rule or regulation with respect
13 to any of the issues presented in this action.

14 11. Since the filing of the complaint, the Parties have exchanged extensive
15 informal discovery and engaged in numerous discussions regarding the factual and legal issues
16 surrounding this case. Throughout the litigation, Defendant produced thousands of pages of
17 information and thousands of lines of data in both electronic and pdf formats, including policies,
18 handbooks, and payroll and time records. Defendants also provided Plaintiff's personnel file, and
19 information regarding the number of employees holding these positions during the relevant time
20 period. Defendant also provided substantial information concerning the total number of potential
21 class members, the payroll data at issue, and the applicable hourly rates, workweeks and pay
22 periods, and other summary data related to the alleged class. The Parties have conducted
23 themselves in informed, good faith arms-length negotiations after conducting discovery and
24 exchanging extensive evidence and information about the claims and defenses of this lawsuit
25 through informal discovery, and engaging in pre-mediation discussions, telephone conferences,
26 and correspondence all aimed at settling their dispute.

27 12. In preparation for the mediation, Plaintiff reviewed the entire discovery produced.
28 The information had to be extrapolated and processed to figure out the amount of compensation

1 Plaintiff contends are due to the Classes. The evidence and information gathered and reviewed by
2 counsel provided a factual framework for a comprehensible and reliable damage model pertaining
3 to all Settlement Class Members. The mediation included discussions and examination of the
4 proposed Classes and the Parties' respective positions on the legal and factual issues raised in the
5 Complaint.

6 13. As a result of the mediation, the Parties agreed to settle this matter for a Total
7 Settlement Amount ("TSA") of \$425,000.00. Plaintiff's counsel balanced the terms of the
8 proposed Settlement against the risk of litigation and probable outcome at the class certification
9 stage, and if any Class were certified, at trial. Based on their own respective independent
10 investigations and evaluations, and after taking into account the sharply disputed factual and legal
11 issues involved in this matter, the risks attending further prosecution of the case, and the monetary
12 benefits received under the Settlement despite the questionable nature of the claims, Plaintiff's
13 counsel is of the opinion that Settlement for the consideration and on the terms set forth in the
14 Settlement Agreement is fair, reasonable and adequate and is in the best interests of Plaintiff and
15 the Class. Counsel for the Parties investigated the applicable law as applied to the facts
16 discovered regarding the claims of Plaintiff, Defendant's defenses thereto and the damages
17 claimed by Plaintiffs on behalf of the Settlement Class.

18 14. I believe that the consideration and terms set forth in the Settlement Agreement are
19 fair, reasonable, and adequate and are in the best interests of the Settlement Class in light of all
20 known facts and circumstances, including the various defenses asserted by Defendant, and
21 numerous potential appellate issues. In addition, the prospect of a potential adverse summary
22 judgment ruling, as well as the uncertainty of class certification, the difficulties of complex
23 litigation, the lengthy process of establishing specific damages and various possible delays and
24 appeals, were also carefully considered in agreeing to the proposed Settlement.

1 15. The TSA includes, without limitation, (1) attorneys' fees in the amount of
2 \$141,666.66 and reimbursement of reasonable litigation costs and expenses in the amount of up to
3 \$25,000.00¹ to Class Counsel ("Attorneys' Fees and Costs"); (2) service award to Plaintiff in
4 the amount of up to \$7,500.00 ("Enhancement Award"); (3) fees and expenses of administration of
5 the Settlement to the Settlement Administrator in an amount not to exceed \$10,000.00
6 ("Settlement Administration Costs"); (4) \$42,500.00 to PAGA with twenty-five percent (25%)
7 share of the PAGA Penalties to be a part of the Net Settlement Sum that will be distributed to
8 Class Members in the PAGA Group in the amount of \$10,625.00; and (5) the seventy-five percent
9 (75%) share of PAGA Penalties ("LWDA Payment") in the amount of \$31,875.00 to the
10 California Labor and Workforce Development Agency ("LWDA"). **The Entire Total Settlement**
11 **Amount will be paid to all Class Members who do not opt out of the Settlement Class, and**
12 **without the need to submit claims for payment.** After deductions, the Net Settlement Amount
13 is estimated to be approximately \$208,958.34. This amount will most likely be increased by
14 approximately \$13,000 due to the reduced costs amount of Class Counsel.

15 16. Fairness of the Settlement is demonstrated by the uncertainty and risks to Plaintiff
16 involved both in not prevailing on one or more of the causes of action or theories alleged in the
17 operative Complaint and in non-certification, and if successful, Defendant disputes the ability of
18 Plaintiff to certify a class in this case. Defendant also argued it maintained lawful written policies
19 that were provided to the class members. Yet, despite the defenses proffered by Defendant, the
20 proposed Settlement commits Defendant to pay each Class Member a portion of the NSA. The
21 amount to be paid to the Class is fair, adequate and reasonable given the significant risk to
22 Plaintiff and the Class in continuing with the litigation and not prevailing on their claims at class
23 certification or at trial or not being paid anything even if trial was successful.

24 17. The predominant claims in this action arise from alleged violations of California
25 law with respect to Defendant's failure to provide meal periods and permit and authorize rest
26 periods and failing to pay all wages earned. Plaintiff alleges that these practices resulted directly
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28 ¹ Class Counsel's costs to date are approximately \$12,000 so the Net Settlement Amount
will be increased by approximately \$13,000.

1 from the implementation and enforcement of Defendant's own policies and practices.

2 18. Defendant's time keeping records, payroll records, and review other relevant data
3 points, were analyzed to come up with a damage model to determine Defendant's exposure for
4 driver and non driver classes. Notwithstanding Defendant's arguments regarding exemptions,
5 Plaintiff argued that since these two alleged classes were subject to the same corporate policies
6 and practices, the damages for each were arguably similar and the workweek counts were also
7 similar. Defendant made arguments that the drivers were subject certain exemptions such as *Int'l*
8 *Bhd. Of Teamsters, Local 2785 v. Fed. Motor Carrier Safety Admin.*, 986 F.3d 841 (9th Cir. 2021)
9 (denying petitions for review of the FMCSA's determination that federal law preempts
10 California's meal and rest break rules) while also claiming that notwithstanding those
11 exemptions, the drivers and non drivers were subject to the same corporate policies regarding meal
12 and rest breaks, and time keeping, and that Defendant expected all its employees, driver and non
13 driver, to abide by its written policies. These arguments supported Plaintiffs allegations that the
14 employees in each group were actually the same as they were treated the same by Defendant as far
15 as corporate policies were concerned.

16 19. The Labor Code section 203 claim was uncertain given the defenses asserted for
17 the underlying meal and rest break claims, and failure to pay wages claim, and the underlying
18 apparent compliant policies, all provided for a lack of evidence of the "willfulness" prong
19 necessary for a Labor Code §203 claim. Class Counsel recognized the risks of an adverse finding
20 on certification as to these claims.

21 20. The minimum wage claim for off the clock work was also in question as employees
22 certified they took their meal and rest breaks, and they did not work any hours for which they were
23 not paid. These certifications, coupled with the time and pay records, along with the written
24 policies, potentially created issues for certification and ultimately damages for this claim and the
25 related penalties.

26 21. The Labor Code 2802 claims lacked sufficient merit as Defendant had maintained a
27 written policy to reimburse employees for use of cell phones, and indeed records reveal Defendant
28 reimbursed employees for a portion of their cell phone use.

1 22. As for record keeping violations, Defendant produced time and pay records
2 demonstrating its compliance with record keeping requirements although arguably not necessarily
3 accurate.

4 23. Based on these defenses, Defendant argued the wage statement claim and PAGA
5 claims also lacked merit. Defendant also argued that as Plaintiff did not suffer any injury as to any
6 Labor Code violations, he lacked Article III standing to pursue PAGA claims on behalf of other
7 employees. In *Magadia v. Wal-Mart Assocs.*, 999 F.3d 668, 674-78 (9th Cir. 2021), the Ninth
8 Circuit held that the plaintiff lacked Article III standing to bring a PAGA claim for Walmart's
9 meal-break violations since he himself did not suffer injury.

10 24. Class certification was somewhat uncertain given the numerous hurdles necessary
11 under the California Supreme Court decision in *Brinker Restaurant Corp. v. Superior Court*.
12 Plaintiff also considered subsequent decisions citing and relying on the U.S. Supreme Court
13 decision in *Wal-Mart v. Dukes*, 564 U.S. 338 (2011) which arguably made it more difficult to
14 certify a class in this case based upon the need to demonstrate that common issues are superior and
15 could be dealt with in "one stroke" and that the "trial by formula" (*Duran v. U.S. Bank* (2014) 59
16 Cal.4th 1172) could not satisfy such requirements based upon due process grounds. However,
17 Plaintiff disagreed that the subsequent decisions citing *Walmart*, applied to the facts in this case.
18 Additionally, Plaintiffs believe the cases denying certification are distinguishable and that the facts
19 in this case are more akin to the facts in cases where certification had been granted, Class Counsel
20 recognize the risk of an adverse finding on certification and considered and weighed this risk in
21 determining to settle and compromise these claims. Lastly, Plaintiffs believe the decisions in *Sav-*
22 *On Drug Stores, Inc. v Sup. Ct.* (2004) 34 Cal. 4th 319, 340 and *Bell v Famers Ins. Exchange*,
23 (2004) 115 Cal. App. 4th 715 provide the applicable framework for class certification trial by
24 formula plans. See also *Duran v. Superior Court*, 2014 Cal. LEXIS 5569 (Cal. Aug. 13, 2014).

25 25. Further, beyond the risk of an adverse ruling on the merits or certification, Class
26 Counsel considered the fact that continued litigation would likely take years and would be
27 extremely expensive given the breadth and complexity of the claims. In this case, post-trial and
28 appellate proceedings are likely to occur, which will surely drag the case far into the future even

1 with a positive trial result. When facing a distant and unsure resolution of the allegations in this
2 action, the swift, sure and substantial Settlement is all the more reasonable. Avoiding such costly
3 litigation in favor of more immediate benefits to the Class was a consideration favoring settlement.
4 Given these realities, it is highly likely that the future expense of this litigation, and its likely
5 duration if the settlement is not approved, would be significant and weigh heavily in favor of
6 approval of this settlement.

7 26. The TSA is well within the acceptable range of reasonableness for the claims of the
8 Settlement Class Members. After analysis and review of Defendant's time and pay record
9 production and other payroll data, Class counsel estimates the overall value of the claims at
10 approximately **\$3,419,676** should Plaintiff prevail at the class certification stage and at trial and
11 survive any appeals and win on all claims and be awarded maximum damages and certain
12 assumptions and extrapolations were confirmed with further discovery. This amount was reduced
13 by a reasonable 50% to **\$1,709,838** to account for the risks of continued litigation and not
14 prevailing on one or more claims and the Court not awarding penalties based upon Defendant's
15 good faith arguments. Indeed, Defendant's apparent compliant policies could potentially support
16 Defendant's good faith and lack of willfulness arguments, where for example LC 203 claims could
17 be reduced to zero, which accounts for approximately 1/3 of the alleged damages disused herein.

18 27. There are an estimated 15,264 workweeks during the class period for drivers and
19 approximately 14,724 workweeks during the class periods for non drivers for a total of
20 approximately 30,000 class workweeks and approximately 9,000 pay periods during the PAGA
21 Period. The value of the failure to pay wages was valued at approximately **\$445,800** calculated as
22 follows: ½ hour per workweek x \$29.72 weighted average OT rate x \$16.30. Approximately 91%
23 of the shifts qualified for a meal period as they were greater than 6 hours. Of these shifts, records
24 revealed a 22.7% meal period violation owed to class members in meal period premium wages
25 **\$534,632 for missed meal periods** (\$19.81 avg. regular rate x 26,998 work shifts). Based on the
26 high compliance rate for meal periods, the apparent compliant policies in place, review of driver
27 manifest, and various attestations, Plaintiff provided little to no value to the rest period claim.
28 Defendant owes to class members **\$831,650 in wage statement violations**. Defendant owes to

1 class members **\$1,157,594 in waiting time penalties** (for a total of 246 termed employees).
2 Defendant owes to class members **\$450,000 in PAGA penalties** (9,000 pay periods x reasonable
3 \$50 penalty). The reimbursement claim was analyzed and provided little to no value as the
4 employees were not systematically required to use their cell phones for work purposes and also
5 Defendant had a reimbursement policy in place and did reimburse employees when requested.

6 28. As a result, the TSA of \$425,000.00 represents a reasonable recovery and
7 Approximately 12-25% of the overall potential value. This recovery could easily be much higher
8 if at trial PAGA penalties were reduced or damages for certain pay periods or workweeks could
9 not be proven for certain individuals. The proposed GSA is within the “ballpark of
10 reasonableness” and should be approved. Counsel for Plaintiffs believe that this is a fair and
11 reasonable Settlement in light of the complexities of the case, the state of the law and uncertainties
12 of class certification and litigation, the policies and practices Defendant has had in place or
13 implemented during the purported liability period, and the benefit to be recovered for the Class.
14 Given the risks inherent in litigation, this settlement is fair, adequate, and reasonable and is in the
15 best interests of the Settlement Class, and should be preliminarily approved.

16 29. Based on the estimated Net Settlement Amount of \$208,958.34, which is
17 more likely to be increased by \$13,000 based on Class Counsel’s reduced costs, provides on
18 average each Settlement Class Member with approximately **\$451.00** per Class Member. The
19 highest amount a Settlement Class Member will receive is approximately **\$1,914** based upon
20 \$6.96 per workweek multiplied by approximately 275 maximum workweeks in the Non Driver
21 Class and **\$1,113** based upon \$6.96 per workweek multiplied by approximately 160 maximum
22 workweeks in the Driver Class. The difference in time and workweeks is based on the prior
23 Driver settlement which ran through the approximately December 30, 2018 and in which Drivers
24 were already compensated in the prior suit so there is no favoring of one group over the other.
25 The lowest payment is estimated to be approximately **\$6.96** for someone who worked only one
26 workweek. To the extent any amount for Attorneys’ Fees, Costs, Claims Administration Costs or
27 Enhancements are not awarded, the difference in those amounts will be added to the NSA. This is
28 a guaranteed amount of money paid to Settlement Class Members now, rather than the continued

1 risk of further litigation and receiving no money sometime in the far future and after trial and
2 appeals.

3 30. The Class Representative has provided extensive supporting documents and
4 assisted Class Counsel in developing information necessary to litigate and settle this case.
5 Plaintiff also conducted record review and consultation with counsel in preparation for discovery
6 and eventual mediation, and to assist in evaluating and proving the claims. The settlement
7 provides for a Payment to be paid to the Class Representative in the amount of \$7,500.00 subject
8 to Court approval. The purpose is to compensate the Class Representatives an additional
9 enhanced payment, taking into consideration the risks, time, effort and expenses incurred in
10 coming forward to provide invaluable information and negotiate and litigate this matter on behalf
11 of all Settlement Class Members who otherwise, would probably not file their own individual
12 claims to recover what may be relatively low damages. Further, the Payment of \$7,500.00 as a
13 Service Enhancement to the Class Representative is a very fair and justified as part of the
14 Settlement based on the risks Plaintiff has taken and benefits conferred upon the Settlement Class.

15 31. Class certification, as requested by the Parties for the purposes of the settlement
16 only, should be granted because Plaintiff allege that the proposed Settlement Class Members'
17 claims all stem from the same alleged conduct, i.e., that Defendant violated California law because
18 they: (1) failed to pay wages; (2) failed to provide rest periods and meal periods; (3) failed to
19 timely pay wages; (4) engaged in unfair competition; (5) unreimbursed expenses; and (6)
20 derivative penalties. In addition to compensatory damages, Plaintiff and the Settlement Class seek
21 attorneys' fees, costs, and interest. Under these specific circumstances, the commonality
22 requirement for class certification is satisfied. The typicality requirement for certification is also
23 met as it is alleged that the Class Representatives and the proposed Settlement Class were
24 subjected to similar violations based upon similar conduct, policies and practices of the Defendant
25 regardless of their duties.

26 32. The adequacy requirement for certification is also met. The Class Representative
27 and Class Counsel have prosecuted this action vigorously on behalf of the Settlement Class. The
28 Class Representative will receive a reasonable award for the time and effort spent assisting Class

1 counsel with factual issues surrounding the case. Other than this specific payment to the Class
2 Representative, all of the Settlement Class Members will receive a proportionate share of the
3 NSA, as detailed above provided they do not exclude themselves. Further, all PAGA Members
4 during the PAGA Period will receive their pro rata share of PAGA Penalties. As a result, there is
5 no conflict of interest between the Class Representative and the Settlement Class Members.
6 Further, the NSA will be fairly distributed among Participating Class Members, and no
7 “settlement allocation” questions will be raised.

8 33. Common questions of law and fact predominate over individual questions and
9 class-wide treatment of this dispute is superior to individual litigation. Plaintiff alleges that the
10 proposed Settlement Classes in this case are sufficiently cohesive, since all Settlement Class
11 Members share a common nucleus of facts and potential legal remedies, and since all of the
12 Settlement Class Members and the Class Representative seek compensation for unpaid wages and
13 other civil and statutory penalties from Defendant for the allegations described in the Complaints.
14 Common questions about compensation or lack thereof for work performed by Settlement Class
15 Members and the Settlement Class Members’ potential legal remedies are identical. The
16 alternative method of resolution is individual claims for relatively small amounts of damages, but
17 individual cases would be uneconomical for potential plaintiffs because the cost of litigation
18 dwarfs potential recovery. Therefore, a class action is the preferred method of resolution.

19 34. The class notice plan here calls for the Settlement ILYM Group, Inc., to mail a
20 Notice of Class Action settlement to all known and reasonably ascertainable Settlement Class
21 Members based on Defendant’s records. Further, the Settlement Administrator will conduct a
22 skip-trace and use all reasonable efforts to locate Settlement Class Members and will re-mail all
23 returned envelopes with forwarding addresses. The notice is consistent with the class certification
24 notices approved by numerous state and federal courts, and is the best notice practicable under
25 circumstances of this case. The proposed Settlement Class Members are ascertainable because all
26 of the Settlement Class Members have worked for Defendant during the Class Periods and can be
27 identified through Defendant’s records.

28 35. The Notice also fulfills the neutrality requirement. It summarizes the proceedings

1 to date and the terms and conditions of the Settlement in an informative and coherent manner, and
2 is accurate, objective, and understandable to Settlement Class Members, as is required under
3 prevailing precedent. The Notice clearly states the Settlement does not constitute an admission of
4 liability by Defendant and recognizes the Court has not ruled on the merits. It also states the final
5 settlement approval decision has yet to be made. The Notice also clearly instructs the Settlement
6 Class Members on how to object or exclude themselves from the Settlement. Therefore,
7 Settlement Class Members will have the option to participate or exclude themselves simply by
8 mailing a request to exclude themselves. The Settlement Class consists of non-exempt employees
9 who speak English. Thus, the Notice of Class Action is drafted in a manner that is likely to be
10 readily understood by the Settlement Class. Accordingly, the Notice complies with the standards
11 of fairness, completeness and neutrality required of a Notice of Class Action Settlement. The
12 Notice therefore is neutral, objective and understandable.

13 36. I have a great deal of experience in wage and hour class action litigation. I have
14 obtained certification of several classes, I have been approved as class counsel in many other
15 wage/hour class actions, and I am currently litigating numerous others. Although not an all
16 inclusive list, over the years I have prosecuted the following class action matters as lead and/or co-
17 lead counsel, all of which implicated similar law and facts to those associated with this action:

18 a. *Aguilar v. 7-Eleven, Inc., et. al.*, Orange County Superior Court- Case No.: 30-
19 2009-00268714-CU-OE-CXC. Certified Wage and Hour Class action seeking premium
20 wages for meal period and rest periods and resultant penalties. Class

21 Notice pending.

22 b. *Carey, et. al. v. Arthur J. Gallagher, et. al.*, USDC, SOUTHERN DISTRICT- Case
23 No.: 09-cv-0168. Wage and Hour Class action seeking past wages of overtime for mis-
24 classification of insurance claims adjusters employed by Gallagher Bassett, a third
25 party administrator (TPA) in the State of California. Certification granted. Plaintiffs'
26 counsel co-lead counsel. Case settled, Final Approval granted, no objections and funds
27 fully distributed.

28 c. *Dao v. 3M Company, et al.* USDC, CENTRAL DISTRICT, Case No. CV-08-

1 04554. Wage and Hour Class Action case seeking past wages for “off the clock”,
2 overtime and meal and rest break violations for production workers in the State of
3 California. Plaintiffs’ Counsel appointed as Lead Counsel. Case settled, Final
4 Approval granted, no objections and funds fully distributed.

5 d. *Ortiz v. Kmart*, USDC, CENTRAL DISTRICT, Case No. SACV 06-638 ODW.
6 Wage and Hour Class Action case seeking past wages for meal and rest period
7 violations for retail employees in the State of California. Plaintiffs’ counsel appointed
8 co-lead counsel. Case settled, Final Approval granted, no objections and funds fully
9 distributed.

10 e. *Morgan v. Aramark Campus, LLC*, USDC, CENTRAL DISTRICT, Case No.
11 SACV08-00412. Wage and Hour Class Action case seeking past wages for meal and
12 rest period violations for retail employees in the State of California. Plaintiffs’
13 Counsel appointed as Lead Counsel. Case settled, Final Approval granted, no
14 objections and funds fully distributed.

15 f. *West v Iron Mountain Information Management, Inc, et. al.*; Los Angeles County
16 Superior Court, Case No. BC393709. Wage and Hour Class Action seeking past
17 wages for overtime, meal and rest break violations for driver employees in the State of
18 California. Settlement for “binding arbitration.” Arbitration Award for Plaintiff Class.
19 Arbitration Award confirmed. Plaintiffs’ counsel, lead trial counsel and class counsel.

20 g. *Gonzalez v. Superior Industries Inter, Inc., et al.*, Los Angeles County Superior
21 Court, Case No. BC 357912. Wage and Hour Class Action seeking past wages for
22 overtime, meal and rest breaks violations for production employees in the State of
23 California. Plaintiffs’ counsel appointed as lead counsel. Case settled, Final Approval
24 granted, no objections and funds fully distributed.

25 h. *Acosta v. Fleetwood Travel Trailers of California, Inc., et al.*, Riverside County
26 Superior Court, Case No. RIC 440630. Wage and Hour Class Action seeking past
27 wages for overtime, meal and rest break violations for production employees in the
28 State of California. Plaintiffs’ counsel appointed as co-lead counsel. Case settled,

Final Approval granted, no objections and funds fully distributed.

i. *Walker v. Sharkeez, et al.*, Orange County Superior Court, Case No. 05CC00293. Wage and Hour Class Action seeking past wages for unlawful deductions, meal and rest break violations for restaurant employees in the State of California. Plaintiffs' counsel appointed as lead counsel. Case settled, Final Approval granted and funds fully distributed.

j. *Padron v. Universal Protection Service, et al*, Orange County Superior Court, Case No. 05CC00013. Wage and Hour Class Action seeking past wages for overtime, meal and rest break violations for security officers in the State of California. Plaintiffs' counsel appointed as co-lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

k. *Martinez v. Securitas Security Services USA, et al.*, Santa Clara Superior Court, Case No. 105-CV047499, et al. J.C.C.P. No. 4460. Wage and Hour Class Action seeking past wages for meal and rest break violations for security officers employed by defendant in the State of California. Plaintiffs' counsel and co-counsel. Case settled, Final Approval granted and funds fully distributed.

l. *Velasquez-Lopez v. Hotel Cleaning Services, Inc. et al.*, Riverside Superior Court, Case No. RIC 420909. Wage and Hour Class Action seeking past wages for overtime, meal and rest break violations for housekeepers employed by defendant in the State of California. Plaintiffs' counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

m. *Ruiz, et al. v. Unisource Worldwide, Inc., et al.*, USDC, CENTRAL DISTRICT, Case No. CV09-05848. Wage and Hour Class Action seeking past wages for meal and rest period violations for non-exempt employees employed by defendant in the state of California. Case settled. Awaiting Preliminary Approval hearing. Plaintiff has petitioned the Court for Lead Counsel.

n. *Herrador v. Culligan International Company, et al.*, USDC, CENTRAL DISTRICT, Case No. SACV 08-680. Wage and Hour Class Action seeking past wages

1 for field and branch employees of defendant in the State of California. Plaintiffs’
2 counsel appointed as lead counsel. Case settled and awaiting Final Approval.
3 o. *Defries v. Domain Restaurants, et al.*, Orange County Superior Court, Case No.
4 05CC00128. Wage and Hour Class Action seeking past wages for restaurant
5 employees of defendant in the State of California. Plaintiffs’ counsel appointed as lead
6 counsel. Case settled, Final Approval granted, no objections and funds fully
7 distributed.
8 p. *Denton v. BLB Enterprises, Inc., et al.*, Orange County Superior Court, Case No.
9 07CC01292. Wage and Hour Class Action seeking unpaid overtime, meal and rest
10 break violations for security guards employed by defendant in the State of California.
11 Plaintiffs’ counsel appointed as lead counsel. Case settled, Final Approval granted, no
12 objections and funds fully distributed.
13 q. *Rios v. Sandberg Furniture Manufacturing Co., Inc, et al.*, Los Angeles Superior
14 Court, Case No. BC411477. Wage and Hour Class Action seeking unpaid meal and
15 rest break violations for production employees employed by defendant in the State of
16 California. Plaintiff counsel appointed as lead counsel. Case settled, Final Approval
17 granted, no objections and funds fully distributed.
18 r. *McMurray v. Dave and Busters, Inc., et al.*, Orange County Superior Court, Case
19 No. 06CC00099. Wage and Hour Class Action seeking past wages for meal and rest
20 break violations for restaurant employees employed by defendant in the State of
21 California. Plaintiffs’ counsel appointed as co-lead counsel. Case settled, Final
22 Approval granted, no objections and funds fully distributed.
23 s. *Osuna v. DFG Restaurants, Inc., et al.*, Los Angeles Superior Court, Case No. BC
24 330145. Wage and Hour Class Action seeking past wages of overtime for mis-
25 classification of managers employed by Defendant, DBA Carl’s Jrs. in the State of
26 California. Plaintiffs’ counsel appointed as co-lead counsel. Case settled, Final
27 Approval granted, no objections and funds fully distributed.
28 t. *Burns v. Gymboree Operations, Inc., et al.*, San Francisco Superior Court, Case No.

1 CGC-07-461612. Wage and Hour Class Action seeking past wages for meal and rest
2 break violations for retail employees employed by defendant in the State of California.
3 Plaintiffs' counsel appointed lead counsel. Case settled, Final Approval granted, no
4 objections and funds fully distributed.

5 u. *Willems v. Diedrich Coffee, Inc.*, et al., Orange County Superior Court, Case No.
6 07CC00015. Wage and Hour Class Action seeking past wages of overtime for mis-
7 classification of managers employed by Defendant in the State of California.
8 Plaintiffs' counsel appointed lead counsel. Case settled, Final Approval granted, no
9 objections and funds fully distributed.

10 v. *Davila, et al. v. Beckman Coulter, Inc.*, et al., Orange County Superior Court, Case
11 No. 07CC01347. Wage and Hour Class Action seeking past wages for overtime, meal
12 and rest break violations for production workers employed by defendant in the State of
13 California. Plaintiffs' counsel appointed lead counsel. Case settled; final approval
14 granted; no objections and funds fully distributed.

15 w. *Perez v. Naked Juice Company of Glendora, Inc.*, Los Angeles Superior Court,
16 Case No. BC387088. Wage and Hour Class Action seeking past wages for overtime,
17 meal and rest period violations for production employees employed by defendant in the
18 State of California. Plaintiff counsel appointed as lead counsel. Case settled, Final
19 Approval granted, no objections and funds fully distributed.

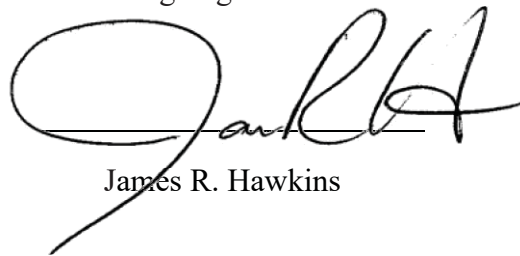
20 37. Here, the Parties' agreement to pay Class Counsel Fees of 33.333% of the GSA is
21 reasonable. My firm and I have been the only counsel to represent Plaintiff and the Settlement
22 Class in this matter, and we have borne the entire risk and cost of this litigation on a pure
23 contingency fee basis. The legal issues raised drew significantly upon my experience and the
24 extensive review and analysis of documents and information by me and others at my firm and our
25 co counsel. In a complex action such as this, the proposed attorneys' fees are, at the very least, on
26 the low side of the market rate for contingency fees.

27 38. At this juncture, with the addition of more hours due to the administration of the
28 the Settlement by Class Counsel, administration of the Settlement, and preparation for final

1 approval, counsel for plaintiff will provide a detailed analysis of its time in advance of the final
2 approval hearing. Plaintiff's counsel will file a motion for attorneys' fees and costs to be heard
3 concurrently with the motion for final approval in accordance with the terms of the settlement
4 agreement.

5 39. Despite the complexity of the case, Class Counsel has, through the investment of
6 substantial effort and the resources of my law firm been able to secure an outstanding settlement
7 on behalf of the Settlement Class. Plaintiff would have faced substantial legal and factual
8 obstacles in demonstrating that class certification was appropriate. Plaintiff would also have been
9 required to establish a significant amount of witness testimony, pattern and practice evidence,
10 statistical evidence, sampling evidence, expert testimony, and other evidence in order to present
11 their case both at the class certification stage and trial. Defendant vigorously contested liability,
12 the amount of claimed damages, and the propriety of class certification, and would have continued
13 to do so through trial. Accordingly, I believe the Settlement to be fair, reasonable, and adequate
14 and in the best interests of the Settlement Class. The fairness and adequacy of the Settlement is
15 confirmed by all known facts and circumstances, including the risk of significant delay and
16 uncertainty associated with litigation, the various defenses asserted by Defendant, and numerous
17 potential appellate issues.

18 I declare under penalty of perjury that the foregoing is true and correct. Executed on
19 January 11, 2023 at Irvine, California.

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EXHIBIT 1

CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT
AND RELEASE

This Class and Representative Action Settlement Agreement and Release (“Settlement” or “Agreement”) encompasses two (2) actions which have been subsequently consolidated for all purposes in the Alameda County Superior Court: (1) A class action complaint originally filed on July 23, 2021 and entitled *Edmundo Baquiring v. California Sierra Express, Inc.*, Alameda County Superior Court No. RG21106254 (the “Class Action”); and (2) A Private Attorneys General Act (“PAGA”) representative action complaint originally filed on November 1, 2021 and entitled *Edmundo Baquiring v. California Sierra Express, Inc.*, Alameda County Superior Court No. 21CV001422 (the “PAGA Action”) (collectively, the Class Action and PAGA Action are the “Lawsuits”). The Lawsuits are now proceeding under Case No. RG21106254.

This Agreement is entered into between Plaintiff EDMUNDO BAQUIRING, individually, and as a representative for the alleged class and aggrieved employees described below (“Plaintiff”), on one hand, and Defendant CALIFORNIA SIERRA EXPRESS, INC. (“CSE” or “Defendant”), on the other hand.

The Parties intend this Agreement to fully, finally, and forever resolve, discharge and settle the “Released Claims” (as defined below) on a class and representative action basis pertaining to the “Released Parties” (as defined below) upon and subject to the terms and conditions contained herein. This Agreement, which is contingent upon Final Court approval and the payment of the consideration set forth herein, contains the essential terms of the Parties’ agreement. The Plaintiff and Class Counsel believe, and the Parties have agreed, that the Settlement set forth herein confers substantial benefits upon the Class Members.

I. DEFINITIONS

1. Class Counsel

“Class Counsel” means JAMES HAWKINS APLC who, subject to Court approval, shall act as counsel for the Class.

2. Class Counsel Award

“Class Counsel Award” means attorneys’ fees and legal costs for Class Counsel’s litigation

and resolution of the Lawsuits.

3. Class Information

“Class Information” means information regarding Class Members that Defendant will compile from its records and provide to the Settlement Administrator in an excel spreadsheet, including each Class Member’s full name; last known address; social security number; dates of employment; and the total number of workweeks during which each Class Member performed any actual work for Defendant during the Class Period.

4. Class Members

“Class Member(s)” or “Class” All current and former hourly drivers employed by Defendant in California or continuing to be employed by Defendant in California (either directly or through a temporary staffing agency) between January 1, 2019 and the date of preliminary approval of the Settlement (the “Driver Class”); and All current and former hourly employees who were not or are not drivers, employed by Defendant in California (either directly or through a temporary staffing agency) between July 23, 2017 and the date of preliminary approval of the Settlement (the “Non-Driver Class”) (together, the Driver Class and Non-Driver Class are the “Class Members” or “Settlement Class”). Defendant estimated for purposes of mediation that there are: 15,264 workweeks worked by 263 members of the Driver Class for the period of January 1, 2019 through June 16, 2022 (as adjusted to reflect the November 12, 2019 final approval of the prior class action settlement and related release in *Honeycutt et. al v. California Sierra Express*, Case No. 34-2017-00210723, filed in Sacramento County Superior Court); and 14,724 workweeks worked by 200 members of the Non-Driver Class for the period of July 23, 2017 through June 16, 2022.

5. Class Periods

“Class Period” for the Driver Class is between January 1, 2019 and the date of preliminary approval of the Settlement; The Class Period for the Non Driver Class is July 23, 2017 and the

date of preliminary approval of the Settlement.¹

6. Class Representative

“Class Representative” means Plaintiff Edmundo Baquiring, subject to Court approval.

7. Class Representative’s Enhancement Award

“Class Representative’s Enhancement Award” means the amount that the Court authorizes to be paid to Plaintiff, in recognition of Plaintiff’s efforts and risks in assisting with the prosecution of the Lawsuits and in return for executing a general release with Defendant.

8. Complaint

“Complaint(s)” means the operative complaints filed in the Lawsuits.

9. Court

“Court” means the California Superior Court for the County of Alameda.

10. Effective Date

“Effective Date” means the date on which the Court’s order granting Final Approval of this Settlement becomes final. Such order becomes final upon the following events: (i) sixty five (65) days after the Court issues the order granting Final Approval of this Settlement and Final Judgment consistent with the terms of this Agreement if no objections to the settlement are filed; or (ii) if an appeal is filed and is finally disposed of by ruling, dismissal, denial, or otherwise, the day after the last date for filing a request for further review of the Court of Appeal’s decision passes and no further review is requested; (iii) if an appeal is filed and there is a final disposition by ruling, dismissal, denial, or otherwise by the Court of Appeal, and further review of the Court of Appeal’s decision is requested, the day after the request for review is denied with prejudice and/or no further review of the order can be requested; or (iv) if review is accepted, the day after the California Supreme Court affirms the Final Judgment and final approval or order approving the Settlement.

¹ The reason for the different class periods applicable to the Driver Class and Non-Driver Class is the fact that a part of the period between July 23, 2017 and present is covered by a release executed in conjunction with a prior class action litigation involving drivers.

11. Eligible Workweek

"Eligible Workweek(s)" means any workweek in which a Class Member of the Driver Class and Non Driver Class actually worked for at least one day in California as an employee of CSE Inc., during the Class Period, according to CSE' records.

12. Final Approval Hearing

"Final Approval Hearing" means the final hearing held by the Court to ascertain the fairness, reasonableness, and adequacy of the Settlement.

13. Final Judgment

"Final Judgment" means a judgment issued by the Court approving this Settlement consistent with the terms of this Agreement as binding upon the Parties. The Final Judgment shall constitute a judgment respecting the Parties within the meaning and for purposes of California Code of Civil Procedure sections 577, 581d, and 904.1(a), and on the PAGA claims for purposes of enforcing the rule announced in *Arias v. Superior Court*, 46 Cal. 4th 969 (2009).

14. Individual PAGA Payment

"Individual PAGA Payment(s)" means the pro rata share of the (25%) amount of the PAGA Payment allocated to the PAGA Settlement Group Members that each PAGA Settlement Group Member will receive, without regard to whether he or she is a Class Member or Participating Class Member. PAGA Settlement Group Members will not have the opportunity to opt out of or object to the PAGA Payment and/or PAGA Release set forth in this Agreement although the PAGA settlement will be subject to Court approval.

15. Individual Settlement Payment

"Individual Settlement Payment(s)" means the amount paid from the Net Settlement Amount to a Participating Class Member. Any Class Member who timely submits a Request for Exclusion pursuant to the procedures set forth herein is not a Participating Class Member and is not eligible to receive an Individual Settlement Payment.

16. LWDA

"LWDA" means the California Labor and Workforce Development Agency.

17. Net Settlement Amount

“Net Settlement Amount” means the Total Settlement Amount less the Court-approved Class Counsel Award, Class Representative’s Enhancement Award, PAGA Payment, and Settlement Administration Costs. The Net Settlement Amount is the amount that will be paid to Participating Class Members, in the form of Individual Settlement Payments.

18. Class Notice

“Class Notice” means the Notice of Class and Representative Action Settlement approved by the Parties and subject to Court approval, substantially in the form of Exhibit A hereto, explaining the terms of this Agreement and the settlement process, which the Settlement Administrator will mail to each Class Member.

19. PAGA

“PAGA” refers to the Labor Code Private Attorneys General Act of 2004, Labor Code § 2699 et seq.

20. PAGA Payment

“PAGA Payment” means the payment in the total amount of \$42,500, or other amount ordered by the Court, to be paid out of the Total Settlement Amount to the LWDA and PAGA Settlement Group Members in settlement of all claims for PAGA penalties.

21. PAGA Period

“PAGA Period” refers to the period from July 23, 2020 through the date of Preliminary Approval.

22. PAGA Settlement Group Member

“PAGA Settlement Group Member(s)” refers to all persons who were employed by Defendant (either directly or through a temporary staffing agency) as either Driver or Non Drivers employees of Defendant in the State of California at any time from July 23, 2020 through the date of Preliminary Approval, regardless of whether they are also a Class Member or Participating Class Member. Each PAGA Settlement Group Member will be paid an Individual PAGA Payment.

hnp
11/10/2023

23. PAGA Release

“PAGA Release” shall mean any and all claims and/or causes of action for civil penalties and other relief available pursuant to PAGA against Released Parties that were or could have been pled based on any and all of the underlying allegations and/or the alleged Labor Code violations pled in the original and amended Complaints in the Lawsuits and/or the LWDA notice during the PAGA Period. Class Members who are PAGA Settlement Group Members and opt out of the Settlement will still be bound by the PAGA Release.

24. Participating Class Members

“Participating Class Members” means those Class Members who do not submit a valid and timely Request for Exclusion consistent with the procedures set forth in this Agreement.

25. Parties

“Parties” means Plaintiff and Defendant, collectively.

26. Preliminary Approval Date

“Preliminary Approval Date” means the date on which the Court issues an order granting preliminary approval of the proposed Settlement consistent with this Agreement.

27. Qualified Settlement Fund

“Qualified Settlement Fund” or “QSF” means the account established by the Settlement Administrator which the Parties agree will at all times be treated as a “qualified settlement fund” within the meaning of Treas. Reg. §1.468B-1, *et seq.* The Parties agree the Settlement Administrator shall, in establishing the account, make any such elections as necessary or advisable to carry out the “relation back election” (as defined in Treas. Reg. §1.468B-1(j)(2)(i)) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Settlement Administrator to timely and properly prepare and deliver the necessary documentation for signature by all necessary Parties, and to cause the appropriate filing to occur. The Parties further agree and acknowledge that, for purposes of Section 468B of the Internal Revenue Code of 1986, as amended (the “Code”) and the Treasury Regulations promulgated thereunder, only the Defendant shall be treated as a “transferor” (within the meaning of such term under Treasury

Regulations §1.468B-1(d)(1)) with respect to the Qualified Settlement Fund.

28. Released Claims

“Released Claims” The claims to be released by the Class Members are any and all claims under state, federal, or local law, whether statutory or common law arising out of or reasonably related to the facts and claims expressly pleaded in the Lawsuits and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been pleaded based on the facts pleaded in the Lawsuits for: failure to pay employees all earned wages (including at least minimum wage for all hours worked and applicable overtime), failure to provide meal periods, failure to provide rest periods, failure to issue premium payments for allegedly non-compliant meal and/or rest periods, failure to timely pay wages, failure to issue proper wage statements, failure to indemnify necessary business expenses, unfair competition, liquidated damages, interest, attorney's fees and costs, and civil penalties under PAGA, including Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1175, 1182.12, 1194, 1197, 1197.1, 1198, 2802, 2698, 2699, and any and all damages, restitution, disgorgement, civil penalties, statutory penalties, taxes for which employees would otherwise be responsible (except as otherwise provided in this Agreement), interest or attorneys' fees or costs resulting therefrom. Released Claims shall not apply to claims for workers' compensation benefits, unemployment insurance benefits, wrongful termination claims, discrimination claims, or any other claim or right that as a matter of law that cannot be waived or released. The Parties will meet and confer in good faith if the Court requires changes to the scope of the Released Claims.

29. Released Parties

“Released Parties” means Released Parties as referenced herein and as released in this Settlement are Defendant and, to the fullest extent allowed by law, any temporary staffing agency that furnished any Class Members to Defendant as employees in California since July 23, 2017, and any of Defendant's shareholders, predecessors, present and former parent companies, subsidiaries, divisions, concepts, related or affiliated companies and Defendant's and these companies' officers, directors, employees, agents,

attorneys, insurers, successors and assigns, and any individual or entity that could be liable for any of the Released Claims, and Defendant's counsel of record in the Actions.

30. Request for Exclusion

"Request for Exclusion" means a letter setting forth a Class Member's name, present address, telephone number, last four digits of the Class member's Social Security number, signature, and a statement electing to be excluded from the Settlement. Specific details of how to submit a "Request for Exclusion" will be provided by the Class Notice. However, any Class Members who timely and properly submit a Request for Exclusion will still receive an Individual PAGA Payment and be bound by the terms of the PAGA Release if the Class Members are PAGA Settlement Group Members.

31. Response Deadline

"Response Deadline" means the date forty-five (45) days after the Settlement Administrator mails the Class Notice, which is the last date on which Class Members may: (a) submit a Request for Exclusion; (b) file and serve objections to the Settlement; or (c) dispute the information contained in the Class Notice.

32. Settlement Administrator

"Settlement Administrator" means ILYM Group, Inc., the third-party Settlement Administrator mutually agreed to by the Parties and appointed by the Court upon Class Counsel's motion for preliminary approval of this Settlement.

33. Settlement Administrator Costs

"Settlement Administrator Costs" means the amount to be paid to the Settlement Administrator from the Total Settlement Amount for administration of this Settlement. References herein to actions and responsibilities of the Settlement Administrator shall be to those actions and responsibilities it shall take as set forth in the Agreement.

34. Total Settlement Amount

"Total Settlement Amount" means the total maximum amount payable under the terms of this Agreement by Defendant, which is the total gross sum of \$425,000.00 and includes, without limitation: the Individual Settlement Payments to Participating Class Members; PAGA Payment;

payment of Settlement Administration Costs as approved by the Court; any Class Representative's Enhancement Award to Plaintiff as approved by the Court; and a payment to Class Counsel of attorneys' fees and reasonable litigation costs which shall be determined by motion with the Court. Payment of the amount necessary to cover the employer's portion of payroll taxes associated with the 1/3 portion of the Individual Settlement Payments allocated to wages shall be made by Defendant, separate and apart from the Total Settlement Amount. The Settlement Administrator will make all required tax deductions and payments using a Qualified Settlement Fund. As set forth herein, the Settlement Administrator will issue all of the above-referenced payments from the Qualified Settlement Fund in accordance with the applicable provisions of this Agreement.

II. RECITALS

1. Class Certification.

The Parties stipulate to class certification for purposes of settlement only. If the Court does not grant either preliminary or final approval of this Settlement, the Parties agree that this stipulation regarding class certification will become null and void.

2. Procedural History.

On July 23, 2021, Plaintiff filed a putative class action entitled *Edmundo Baquiring vs. California Sierra Express, Inc.*, Alameda County Superior Court No. RG21106254 (the "Class Action"); and A Private Attorneys General Act ("PAGA") representative action complaint originally filed on November 1, 2021 and entitled *Edmundo Baquiring v. California Sierra Express, Inc.*, Alameda County Superior Court No. 21CVOO1422, the ("Lawsuits") seeking damages for Defendant's alleged failure to: failure to pay employees all earned wages (including at least minimum wage for all hours worked and applicable overtime), failure to provide meal periods, failure to provide rest periods, failure to issue premium payments for allegedly non-compliant meal and/or rest periods, failure to timely pay wages, failure to issue proper wage statements, failure to indemnify necessary business expenses, unfair competition, liquidated damages, interest, attorney's fees and costs, and civil penalties under PAGA.

On June 16, 2022, the Parties engaged in private mediation with a well-respected wage and

hour class action mediator, Kelly Knight. Prior to mediation, Plaintiff requested and Defendant produced extensive documentation including time and pay data, policy documents, class size information, information on the number of pay periods and workweeks, and information regarding the hourly rates and workweek. In short, Defendant provided informal discovery sufficient to enable the Plaintiff and Class Counsel to rigorously evaluate the strengths and risks of the case and perform an analysis of the potential damages arising from the claims made in this case.

Defendant denies any liability or wrongdoing of any kind associated with the claims asserted in the Lawsuits, disputes the damages and penalties claimed by Plaintiff, and further contends that, for any purpose other than settlement, Plaintiff's claims are not appropriate for class or representative treatment. This Settlement is a compromise of disputed claims. Nothing contained in this Settlement, no documents referred to herein, and no action taken to carry out this Settlement, shall be construed or used as an admission by or against Defendant as to the merits or lack thereof of the claims asserted in the Lawsuits. Defendant contends, among other things, that, at all times, it has complied with all applicable state, federal and local laws related to the Class Members' and PAGA Settlement Group Members' employment. Nevertheless, Defendant has entered into this Settlement to avoid the cost, risk and inconvenience of further litigation. Nothing contained in this Settlement, nor the fact of this Settlement itself, shall be construed or deemed as an admission of liability, or wrongdoing on the part of any of the Defendant, or an admission that class or representative action treatment would be allowed outside the settlement context. Pursuant to California Evidence Code sections 1152 and 1154, this Settlement shall be inadmissible in evidence in any proceeding; except that the Settlement may be filed and used in this litigation or any related litigation as necessary to approve, interpret, or enforce this Settlement, or in any subsequent action against or by Defendant to support a stay of such subsequent action, or to establish a defense of res judicata, collateral estoppel, release, good faith settlement, judgment bar, or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

The Class Representative is represented by Class Counsel. Class Counsel investigated the facts relevant to the Lawsuits, including reviewing documents and information provided by

Defendant. Based on their own independent investigation and evaluation, Class Counsel is of the opinion that the Settlement with Defendant is fair, reasonable and adequate, and in the best interest of the Class Members in light of all known facts and circumstances, including the risks of significant delay, defenses asserted by Defendant, uncertainties regarding a class trial, and numerous potential appellate issues. Although Defendant denies any liability, Defendant is agreeing to this Settlement to avoid the cost, distraction, and risks of further litigation. Accordingly, the Parties and their counsel desire to fully, finally, and forever settle, compromise and discharge all disputes and claims arising from or relating to the Lawsuits on the terms set forth herein.

3. Benefits of Settlement to Class Members.

Plaintiff and Class Counsel recognize the expense and length of continued proceedings necessary to litigate their disputes through trial and through any possible appeals. Plaintiff has taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in litigation. Plaintiff and Class Counsel are also aware of the burdens of proof necessary to establish liability for the claims asserted in the Lawsuits, both generally and in response to Defendant's defenses thereto, and the difficulties in establishing damages for the Class Members. Plaintiff and Class Counsel have considered Defendant's agreement to enter into a settlement that confers substantial relief upon the Class Members. Based on the foregoing, Class Counsel have concluded that settlement for the consideration and on the terms set forth in this Agreement, is fair, reasonable, and adequate and is in the best interest of the Class in light of all known facts and circumstances, including the risk of delay, defenses asserted by Defendant, numerous potential appellate issues, and other risks inherent in litigation.

4. Defendant's Reasons for Settlement.

Defendant has concluded that any further defense of this litigation would be protracted and expensive for all Parties. Substantial amounts of Defendant's time, energy, and resources have been and, unless this Settlement is completed, will continue to be devoted to, the defense of the claims asserted by Plaintiff. Defendant has also taken into account the risks of further litigation in reaching their decision to enter into this Settlement. Even though Defendant continues to contend

that it is not liable for any of the claims set forth by Plaintiff in the Lawsuits, Defendant has agreed, nonetheless, to settle in the manner and upon the terms set forth in this Agreement to put to rest the claims in the Lawsuits. Defendant maintains that they have complied with all applicable state, federal, and local laws and settlement of the Lawsuits shall not be construed as an admission of any wrongdoing by Defendant.

5. Settlement of Disputed Claims.

This Agreement is a compromise of disputed claims. Plaintiff has claimed and continues to claim that the Released Claims have merit and give rise to liability on the part of Defendant. Defendant has claimed and continues to claim that the Released Claims and the claims within the PAGA Release have no merit and do not give rise to liability. Nothing contained in this Agreement, no documents referred to herein, and no action taken to carry out this Agreement, may be construed or used as an admission by Defendant as to the merits of any of the claims asserted in the Lawsuits or the suitability of the Lawsuits for class or representative action treatment.

III. TERMS OF AGREEMENT

1. Release as To All Participating Class Members.

As of the Effective Date, and subject to Defendant's full payment of all consideration due hereunder, the Participating Class Members, including Plaintiff, shall be deemed to have fully released the Released Parties from the Released Claims through the Effective Date. These releases will take effect whether or not a Participating Class Member receives his or her Individual Settlement Payment or cashes and deposits any check for the Individual Settlement Payment.

2. PAGA Release as to All Members of PAGA Settlement Group.

As of the Effective Date, and subject to Defendant's full payment of all consideration due hereunder, all PAGA Settlement Group Members, including Plaintiff and the State of California, shall be deemed to have fully released the Released Parties from any and all claims contemplated under the PAGA Release through the Effective Date. These releases will take effect whether or not a PAGA Settlement Group Member receives his or her Individual PAGA Payment or cashes and deposits any check for the Individual PAGA Payment.

3. Release of Claims by Plaintiff.

As of the Effective Date, and subject to Defendant's full payment of all consideration due hereunder, Plaintiff releases, for himself only, the Released Parties from all known and unknown claims against the Released Parties, including any Released Claims as well as other wage and hour claims, claims under California Business & Professions Code section 17200, claims under the Labor Code, including, but not limited to, claims under the PAGA, and all claims for indemnity or reimbursement of business expenses, overtime compensation, minimum wages, penalties, liquidated damages, and interest, and all other claims under state, federal, and local laws, including, without limitation, California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, the Family and Medical Leave Act, the Americans with Disabilities Act, the Fair Credit Reporting Act, the Employee Retirement Income Security Act of 1974, and all of their implementing regulations and interpretive guidelines, as well as the common law, including laws related to discrimination, harassment, or retaliation, whether known or unknown, and whether anticipated or unanticipated, arising from or relating to Plaintiff's relationship, or termination of relationship, with any Released Party through the Effective Date for any type of relief. Plaintiff further covenants that he will not become a member of any other legal actions against the Released Parties, as that term is defined, asserting any of Plaintiff's released claims, and will opt out of any such actions if necessary. For the avoidance of doubt, this is a complete and general release to the maximum extent by law.

Plaintiff's release set forth herein includes a waiver of all rights under California Civil Code §1542, which provides:

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

Plaintiff may hereafter discover claims or facts in addition to, or different from, those which he now knows or believes to exist, but Plaintiff expressly agrees to fully, finally and forever

settle and release any and all claims against the Released Parties, known or unknown, suspected or unsuspected, which exist or may exist on behalf of or against the other at the time of execution of this Agreement, including, but not limited to, any and all claims relating to or arising from Plaintiff's employment with Defendant.

4. Tax Treatment.

All Individual Settlement Payments shall be allocated as follows: 1/3 as wages and 2/3 as penalties, liquidated damages, and interest. The portion of Individual Settlement Payments allocated as wages shall be subject to required withholdings and deductions by the Settlement Administrator and shall be reported on Form W-2 (and such other state or local tax reporting forms as may be required by law) with respect to the year of payment. Individual PAGA Payments shall be treated 100% as non-wage payments for alleged penalties and shall not be subject to any withholdings or deductions. The Settlement Administrator shall issue I.R.S. Form 1099 if required for all non-wage payments. Defendant shall solely be responsible for paying the employer's share of payroll taxes on the amounts allocated as wages, which amount shall be paid separately from the Total Settlement Amount. Plaintiff and any Class Member should consult with their tax advisors concerning the tax consequences of any payment they receive under the Settlement.

5. Circular 230 Disclaimer.

Each Party to this Agreement (for purposes of this section, the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an "other party") acknowledges and agrees that (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and tax counsel for advice (including tax advice) in connection with this

Agreement, (b) has not entered into this Agreement based upon the recommendation of any other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party; and (3) no attorney or adviser to any other party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax 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.

6. Preliminary Approval of Settlement.

Plaintiff will move the Court to grant preliminary approval of this Settlement consistent with the terms of this Agreement, certifying the Class for settlement purposes only and setting a date for a Final Approval Hearing. Class Counsel shall be responsible for preparing the Motion for Preliminary Approval, supporting declarations, and exhibits thereto, for preliminary approval by the Court. Plaintiff shall obtain a hearing on a date agreed upon by all counsel, before the Court to request the preliminary approval of the Settlement, and the entry of an order preliminarily approving the proposed Settlement and setting a date for a Final Approval Hearing. All Parties agree to work diligently and cooperatively to have this Settlement presented to the Court for preliminary approval. On the same date on which the Settlement is filed with the Court, Class Counsel shall concurrently submit it to the LWDA in compliance with PAGA. The Parties must meet and confer and make all reasonable efforts to agree on any modifications to this Agreement or other supporting documents that will result in entry of the order granting preliminary approval.

7. Settlement Administrator.

Within thirty (30) calendar days of the Court granting preliminary approval of this Agreement, Defendant shall provide the Settlement Administrator with the Class Information for purposes of mailing the Class Notice. The Settlement Administrator shall maintain the Class

Information as private and confidential and shall not disclose such data to any persons or entities other than Counsel for Defendant, except that, subject to Defendant's approval, relevant information can be provided to Class Counsel if necessary for Class Counsel to respond to inquiries or requests from Class Members. The Class Information is being supplied solely for purposes of the administration of the Settlement set forth in this Agreement and cannot be used by the Settlement Administrator or Class Counsel for any other purpose. The Parties agree that the Class Information will not be used to solicit Class Members to file any claim, charge, or complaint of any kind whatsoever against the Defendant and/or the Released Parties and will only be used to administer the Settlement under the terms provided herein.

No later than three (3) calendar days after receipt of the Class Information, the Settlement Administrator shall notify counsel for the Parties that the list has been received and state the number of Class Members on the list.

a. Notice by First Class U.S. Mail.

Within 30 days of receipt of the Class Information, the Settlement Administrator will mail copies of the Class Notice via regular First-Class U.S. Mail. The form of the proposed Class Notice will be agreed to by the Parties, and subject to Court approval and modification as necessary to fulfill the Parties' desire to resolve the Lawsuits.

b. Undeliverable Notices.

Any Class Notice returned to the Settlement Administrator as undeliverable on or before the Response Deadline shall be re-mailed once to the forwarding address affixed thereto. If no forwarding address is affixed, the Settlement Administrator shall promptly attempt to determine a correct address by use of skip-tracing, or other search using the name, address and/or social security number of the Class Member whose notice was undeliverable, and shall then re-mail all returned, undelivered mail within ten (10) days of receiving notice that a Class Notice was undeliverable. Class Members who receive a re-mailed Class Notice shall have their Response

Deadline extended twenty (20) days from the original Response Deadline.

c. Disputes Regarding Individual Settlement Payments.

Class Members who disagree with the number of Eligible Workweeks stated on their Class Notice may provide documentation and/or a written explanation to the Settlement Administrator to show contrary information by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine a Class Member's eligibility for, and the amounts of, any Individual Settlement Payment under the terms of this Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Payment will be binding upon the Class Members and the Parties. Defendant's records will be given a rebuttable presumption of accuracy.

d. Disputes Regarding Administration of Settlement.

Any disputes not resolved by the Settlement Administrator concerning the administration of the Settlement will be resolved by the Court under the laws of the State of California. Prior to any such involvement of the Court, counsel for the Parties will confer in good faith to attempt to resolve the dispute without involving the Court.

e. Exclusions.

Individuals who fall within the definition of the Class may choose to exclude themselves as Participating Class Members. The Class Notice shall state that Class Members who wish to exclude themselves from the Settlement must submit a Request for Exclusion by the Response Deadline. The Request for Exclusion must be in writing and: (1) contain the name, address, telephone number, and the last four digits of the Social Security number of the Class Member requesting exclusion; (2) contain a statement expressing that the Class Member elects to be excluded from the Settlement in a form that is the same or substantially similar to the following: "I wish to exclude myself from the class settlement reached in the matter of *Edmundo Baquiring*

v. California Sierra Express. I understand that by excluding myself, I will not receive money from the class settlement of my individual claims”; (3) be signed by the Class Member; and (4) be postmarked by the Response Deadline and returned to the Settlement Administrator at the specified address. The date of the postmark on the return mailing envelope on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted.

Any Class Members who validly and timely exclude themselves from the Settlement will not receive an Individual Settlement Payment and will not be bound by the Released Claims, but will be bound by the PAGA Release and will be sent their Individual PAGA Payment provided that the Class Members are PAGA Settlement Group Members.

Every Class Member who does not validly and timely exclude themselves shall be deemed a Participating Class Member. The Parties’ counsel shall receive a copy of all valid Requests for Exclusion from the Settlement Administrator within ten (10) calendar days after the Response Deadline.

f. Objections.

The Class Notice shall state that Class Members who wish to object to the Settlement may do so in person at the Final Approval Hearing and/or in writing. Any written objection (“Notice of Objection”) must be mailed to the Settlement Administrator by the Response Deadline. The date of mailing on the envelope shall be deemed the exclusive means for determining that a Notice of Objection was timely received. The Notice of Objection must be signed by the Class Member and state: (1) the full name and address of the objecting Class Member, and the approximate dates of his or her employment with Defendant; (2) the basis for each specific objection and any legal support in clear and concise terms; and (3) whether the Class Member intends to formally intervene and become a party of record in the action, and/or appear at the Final Approval Hearing. Class Counsel will ensure that any Notice of Objection received by the Settlement Administrator by the

Response Deadline is filed with the Court along with the Motion for Final Approval. Any of the Parties may file a response to any objection before the Final Approval Hearing. Any attorney who will represent an individual objecting to this Settlement who has not filed a written objection must file a notice of appearance with the Court and serve Class Counsel and counsel for Defendant with this notice no later than the Response Deadline. It will also inform Class Members that if they first request exclusion from, and opt out of, the Class and then object, the objections would not be considered valid and that if the Class Members object and then request exclusion from, and opt out of the Class, the Class Members would be deemed to have waived their objection.

Regardless of whether an objecting Class Member complies with the objection procedure set forth above, the Court will provide a Class Member with the opportunity to speak at the Final Approval Hearing regardless of whether he or she has filed an appearance or submitted a written opposition beforehand. If the objecting Class Member does not formally intervene in the action and/or the Court rejects the Class Member's objection, the Class Member will still be bound by the terms of this Agreement.

8. No Solicitation of Settlement Objections or Exclusions.

The Parties agree to use their best efforts to carry out the terms of this Settlement. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit either written objections to the Settlement or Requests for Exclusion, or to appeal from the Court's Final Judgment.

9. Funding of the Qualified Settlement Fund.

No later than five (5) calendar days after the Effective Date, the Settlement Administrator shall send Defendant's Counsel electronic wiring instructions for paying the Total Settlement Amount (\$425,000.00) into the QSF and shall inform Defendant of the amount to be sent to the QSF to pay for the employer's share of payroll taxes under this Settlement. No later than ten (10) calendar days after the Effective Date, Defendant shall fund the QSF.

10. Net Settlement Amount.

The Net Settlement Amount will be determined by the Settlement Administrator by subtracting the Class Counsel Award, Class Representative's Enhancement Award, PAGA Payment, and Settlement Administrator Costs approved by the Court from the Total Settlement Amount. The anticipated Net Settlement Amount is \$213,958.34. The Parties estimate the amount of the Net Settlement Amount to be calculated as follows:

Total Settlement Amount:	\$425,000.00
Requested Class Rep. Enhancement Award:	\$7,500.00
Requested Class Counsel Fees:	\$141,666.66
Requested Class Counsel Costs:	\$25,000.00
75% of PAGA Payment to the LWDA:	\$31,875.00
Settlement Administrator Costs:	\$10,000.00
Net Settlement Amount	\$208,958.34

This is a non-reversionary Settlement in which Defendant will pay the entire Total Settlement Amount. No portion of the Total Settlement Amount will revert to Defendant. Any award of less than the amounts requested for enhancements, administrative costs, litigation costs, or attorneys' fees will be returned to the Net Settlement Amount and distributed to the Class.

a. Individual Settlement Payments.

Individual Settlement Payments will be paid from the Net Settlement Amount and shall be paid pursuant to the settlement formula as follows: (i) using the Class Information, the Settlement Administrator will compute the total number of Eligible Workweeks of all Participating Class Members collectively during the Class Period; this sum shall be known as the Workweek Total; (ii) the Settlement Administrator will divide the Net Settlement Amount by the Workweek Total

to determine the settlement value for each Eligible Workweek (the "Workweek Value"); and (iii) the Settlement Administrator will multiply the number of Eligible Workweeks of a Participating Class Member during the Class Period by the Workweek Value to determine that Participating Class Member's Individual Settlement Payment.

Participating Class Members and Class Counsel shall be solely responsible for the reporting and payment of their share of any federal, state, and/or local income tax or other tax or any other withholdings, if any, on any of the payments made pursuant to this Settlement. Defendant makes no representation, and it is understood and agreed that Defendant has made no representation, as to the taxability to any Class Members of any portion of the Individual Settlement Payments, Individual PAGA Payments, the payment of any Class Counsel Award, or the payment of the Class Representative's Enhancement Award. The Class Notice will advise each Class Member to seek his/her own personal tax advice prior to acting in response to the Class Notice, and Defendant, the Class Representative, and Class Counsel agree that each Class Member will have an adequate opportunity to seek tax advice prior to acting in response to the Class Notice.

The Settlement Administrator will report each payment made from the Qualified Settlement Fund to state and federal government authorities, including the Internal Revenue Service, to the extent required by law.

Individual Settlement Payments shall be mailed by regular First-Class U.S. Mail to each Participating Class Member's last known mailing address within fifteen (15) days after Defendant fully funds the Settlement.

11. Individual PAGA Payments

"Individual PAGA Payment(s)" means the pro rata share of the (25%) amount of the PAGA Payment allocated to the PAGA Settlement Group Members that each PAGA Settlement Group Member will receive, without regard to whether he or she is a Class Member or Participating Class Member. The Individual PAGA Payment will be paid to all PAGA Settlement Group Members on

a pro rata basis based upon the number of weeks worked by each PAGA Settlement Group Member in comparison to the workweeks worked by all PAGA Settlement Group Members during the PAGA Period. If any additional amount is ordered by the Court to be paid for PAGA civil penalties the court-ordered PAGA Payment shall be paid from the Total Settlement Amount; in no event shall Defendant be required to pay in excess of the Total Settlement Amount. Individual PAGA Payment checks shall be mailed by regular First-Class U.S. Mail to each PAGA Settlement Group Member's last known mailing address within fifteen (15) days after Defendant fully funds the Settlement.

12. Unclaimed Settlement Payment(s).

After one hundred and eighty (180) days of the mailing of the Individual Settlement Payment checks and Individual PAGA Payment checks, funds attributable to unclaimed, undeliverable, or expired checks ("Unclaimed Settlement Payments") shall be deposited to the California Unclaimed Property Fund in the name of each person who did not cash his or her check or checks.

13. Class Representative's Enhancement Awards.

Defendant agrees not to oppose or object to Plaintiff's application to the Court for a Class Representative's Enhancement Award of \$7,500.00. The Class Representative's Enhancement Award shall be paid by the Settlement Administrator to Plaintiff from the Total Settlement Amount no later than fifteen (15) days after Defendant fully funds the Settlement. The Class Representative's Enhancement Award shall be in addition to Plaintiff's Individual Settlement Payment as a Class Member. Any amount requested by Plaintiff for the Class Representative's Enhancement Award and not granted by the Court shall return to the Net Settlement Amount and be distributed to Participating Class Members as provided in this Agreement.

14. Class Counsel Award.

Defendant agrees not to oppose or object to any application or motion by Class Counsel

for attorneys' fees in the amount of up to thirty-three and one-third percent (\$141,666.66) of the Total Settlement Amount. Defendant further agrees not to oppose any application or motion by Class Counsel for the reimbursement of reasonable litigation costs and expenses associated with Class Counsel's prosecution of this matter, to be paid from the Total Settlement Amount, not to exceed \$25,000. Class Counsel shall be paid the Class Counsel Award by the Settlement Administrator no later than seven (7) days after Defendant fully funds the Settlement. Any amount requested by Class Counsel for the Class Counsel Award and not granted by the Court shall be included in the Net Settlement Amount and be distributed to Participating Class Members as provided in this Agreement. Class Counsel represent that they have entered into a fee sharing agreement, consented to in writing by Plaintiff, which complies with the requirements of California law.

15. Settlement Administrator Costs.

The Parties agree to allocate up to \$10,000 of the Total Settlement Amount for Settlement Administrator Costs. The Settlement Administrator shall have the authority and obligation to make payments, credits and disbursements to Participating Class Members in the manner set forth herein, calculated in accordance with the methodology set out in this Agreement and orders of the Court. The Parties agree to cooperate in the Settlement administration process and to make reasonable efforts to control and minimize the cost and expenses incurred in administration of the Settlement.

In the event an appeal is filed from the Court's Final Judgment, or any other appellate review is sought, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review, but any fees incurred by the Settlement Administrator prior to it being notified of the filing of an appeal from the Court's Final Judgment or any other appellate review, shall be paid to the Settlement Administrator by Defendant within thirty (30) days of said notification.

a. Responsibilities of the Settlement Administrator.

In addition to establishing the Qualified Settlement Fund, the Settlement Administrator shall be responsible for the following: creating a plan of settlement administration and settlement fund distribution; using the data provided by Defendant to calculate each Class Member's approximate Individual Settlement Payment; ascertaining the identity and whereabouts of the Class Members and mailing the Class Notice to them; communicating with Class Members as necessary; printing and mailing the Class Notice and tax forms to the Participating Class Members as directed by the Court; receiving and reporting Requests for Exclusion and objections; processing and mailing payments to Plaintiff, Class Counsel, and Participating Class Members; notifying the Parties of, and resolving any disputes regarding, the calculation of Class Members' Individual Settlement Payment; complying with all tax reporting notice and filing requirements; carrying out all other duties related to the Qualified Settlement Fund's documentation and filing; providing declaration(s) as necessary in support of preliminary and/or final approval of this Settlement; providing status reports as needed, among other administrative duties; 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.

16. Payment to the LWDA.

Seventy-five percent (75%) of the PAGA Payment will be paid by the Settlement Administrator to the LWDA from the funding of the Total Settlement Amount. Any additional amount ordered by the Court to be paid as the PAGA Payment shall be paid from the Total Settlement Amount; in no event shall Defendant be required to pay in excess of the Total Settlement Amount. The LWDA shall be paid its portion of the court-approved PAGA Payment no later than fifteen (15) days after Defendant fully funds the Settlement. Any amount requested for the PAGA Payment and not granted by the Court shall be included in the Net Settlement

Amount and be distributed to Participating Class Members as provided in this Agreement.

17. Final Approval Hearing and Entry of Final Judgment.

Upon expiration of the Response Deadline, with the Court's permission, a Final Approval Hearing shall be conducted to determine whether the Settlement will be finally approved, including the requested Class Counsel Award, the requested Class Representative's Enhancement Award, the PAGA Payment, and Settlement Administrator Costs.

18. Final Approval Order.

The Parties will request that the Court enter, after the Final Approval Hearing, an order granting final approval and a Final Judgment. The proposed order granting final approval will certify the Class; find that this Agreement is fair, just, adequate, and in the best interests of the Class; approve the PAGA Payment; address other terms of the Settlement; and require the Parties to carry out the provisions of this Agreement. The Parties shall jointly prepare the proposed order granting final approval. Plaintiff shall be responsible for preparing the Motion for Final Approval, and any motion requesting the Class Counsel Award and Class Representative's Enhancement Award, supporting declarations, and exhibits thereto, for final approval by the Court. Class Counsel agrees to provide Counsel for Defendant with drafts of all documents they intend to submit in support of their Motion for Final Approval at least seven days in advance of filing to allow Counsel for Defendant a reasonable time to review and comment on such papers and further agrees to reasonably incorporate the comments from Counsel for Defendant. The Parties must meet and confer and make all reasonable efforts to agree on any modifications to this Agreement or other supporting documents that will result in entry of the order granting final approval.

19. Nullification of Settlement.

In the event: (i) the Court denies preliminary approval of the Settlement despite the reasonable efforts of the Parties; (ii) the Court denies final approval of the Settlement despite the

reasonable efforts of the Parties; (iii) the Court refuses to enter a Final Judgment as provided herein; or (iv) the Settlement does not become final for any other reason, this Settlement shall be null and void and any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void from the beginning. In that event, any fees already incurred by the Settlement Administrator shall be split equally by the Parties.

If more than 5% of Class Members submit valid Requests for Exclusion, Defendant has the option to nullify this settlement within ten (10) days of notification by the Settlement Administrator after the Response Deadline of the total number of Requests for Exclusion, via a written notice to Plaintiff's counsel. If Defendant exercises this option, the Settlement will become void and unenforceable in its entirety and the Parties shall be returned to their status as if this Agreement had not been executed, except that any fees already incurred by the Settlement Administrator shall be paid by Defendant terminating the Settlement.

For purposes of the Parties' June 16, 2022 mediation, Defendant estimated that there were 29,988 workweeks worked by the Class Members between July 23, 2017 and June 16, 2022 (as adjusted to reflect the November 12, 2019 final approval of the prior class action settlement and related release in *Honeycutt et. al v. California Sierra Express*, Case No. 34-2017-00210723, filed in Sacramento County Superior Court). If the number of workweeks worked by the Class Members during this July 23, 2017 through June 16, 2022 period is more than ten percent (10%) greater than this figure (i.e., if there are more than 32,987 workweeks worked by the Class Members between July 23, 2017 and June 16, 2022, the Gross Settlement Amount shall be increased on a proportional basis beyond the ten (10) percent increase (i.e., if there was a 12% increase in the number of workweeks worked by Class Members, Defendant agrees to increase the Gross Settlement Amount by 2%).

20. Class Certification.

The Parties are agreeing to class certification for settlement purposes only. This Agreement shall not constitute, in this or any other proceeding, an admission of any kind by

Defendant, including without limitation, that certification of a class for trial or any other purpose is appropriate or proper or that Plaintiff can establish any of the requisite elements for class or representative treatment of any of the claims in the Lawsuits.

If, for any reason, the Settlement is not approved, this Agreement will be void and the Parties will be restored to their respective positions as if the Class had never been certified. The Parties further agree that this Agreement will not be admissible in this or any other proceeding as evidence that (i) a class action should be certified or not decertified; (ii) either matter may proceed as a representative action; or (iii) Defendant has any obligation or liability to Plaintiff or any Class Member other than according to the Settlement's terms. In the event the Settlement is not approved or otherwise voided, Defendant expressly reserves all rights to challenge certification of a class, or Plaintiff's ability to maintain a representative action, for all purposes.

21. Confidentiality Provision

The Parties agree to keep the Settlement confidential up to and until the Court grants preliminary approval of the Settlement, except as required to seek preliminary approval from the Court, including filing the Agreement with the Court. Thereafter, the Parties will agree to make no comments to the media, issue any press release, or otherwise publicize the terms of the Settlement. If comment or information is requested by the media, Plaintiff and Class Counsel will provide no information other than to indicate the matter has been resolved (or words to that effect). To the extent there are questions, the Parties will confer as to appropriate statements, if any, to be made. Plaintiff has been advised to keep this Settlement confidential until preliminary approval is granted.

22. No Effect on Employee Benefits.

Amounts paid to Plaintiff, Participating Class Members and/or PAGA Settlement Group Members pursuant to this Settlement shall be deemed not to have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g., vacations, holiday pay, retirement plans, etc.),

if any, for which Plaintiff or Participating Class Members or PAGA Settlement Group Members were eligible during their employment, and no 401(k) deferrals shall be made from any payments.

23. No Admission by Defendant.

Defendant denies any and all claims alleged in the Lawsuits and denies all wrongdoing whatsoever. This Agreement is not a concession or admission and shall not be used against Defendant as an admission or indication with respect to any claim of any fault, concession, or omission by Defendant.

24. Representation.

All Parties have been represented by counsel throughout all negotiations which preceded the execution of this Settlement, and all Parties have been advised by counsel prior to entering into this Settlement.

Class Counsel represents that they do not currently represent any current or former employee who worked for Defendant in connection with any other filed or anticipated claims, charges, grievances, or complaints against Defendant. Class Counsel also represent that Class Counsel have not used any information obtained in the Lawsuits to solicit or assist any other persons or attorneys to commence a claim or proceeding against Defendant.

25. Exhibits and Headings.

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

26. Interim Stay of Proceedings.

Upon full execution of this Agreement, the Parties agree that the Lawsuits shall be stayed in their entirety except for the proceedings necessary to implement and complete the Settlement.

27. Amendment or Modification.

This Agreement may be amended or modified only by a written instrument signed by the Parties or their successors-in-interest.

28. Entire Agreement.

This Agreement and any attached Exhibits constitute the entire Agreement among these Parties, and no oral or written representations, warranties, or inducements have been made to any Party concerning this Agreement or its Exhibits other than the representations, warranties, and covenants contained and memorialized in the Agreement and its Exhibits. The Parties are entering into this Agreement based solely on the representations and warranties herein and not based on any promises, representation, and/or warranties not found herein.

29. Authorization to Enter into Settlement.

Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement. The person signing this Agreement on behalf of Defendant represents and warrants that he or she is authorized to do so. Plaintiff represents and warrants that he is authorized to sign this Agreement and he has not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

30. Binding on Successors and Assigns.

This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto.

31. California Law Governs.

All terms of this Agreement and the Exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

32. Counterparts.

This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument.

33. Jurisdiction of the Court.

Pursuant to California Code of Civil Procedure section 664.6 and as otherwise allowed by law, the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

34. Invalidity of Any Provision.

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

WHEREFORE, Plaintiff, on behalf of himself and the Class Members and PAGA Settlement Group Members, and Defendant have executed this Agreement as of the dates set forth below.

IT IS SO AGREED:

Dated: _____

By: _____
EDMUNDO BAQUIRING

Dated: 10 January 2023

CALIFORNIA SIERRA EXPRESS, INC.

By: [Signature]

Print Name: Matt MacInnis

Title: President

APPROVED AS TO FORM AND CONTENT:

Dated: _____

JAMES HAWKINS APLC

By: _____

James R. Hawkins

Gregory Mauro

Michael Calvo

Attorneys for Plaintiff and the Proposed Class

Dated: January 11, 2023

HOLLAND & HART LLP

By: Dora Lane

Dora Lane

Attorneys for Defendant California Sierra
Express, Inc.

IT IS SO AGREED:

Dated: 12/17/2022

By:  EDMUNDO BAQUIRING

Dated: _____

CALIFORNIA SIERRA EXPRESS, INC.

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM AND CONTENT:

Dated: 12/17/2022

JAMES HAWKINS APLC

By:  _____

James R. Hawkins

Gregory Mauro

Michael Calvo

Attorneys for Plaintiff and the Proposed Class

Dated: _____

HOLLAND & HART LLP

By: _____

Dora Lane

Attorneys for Defendant California Sierra
Express, Inc.

EXHIBIT A

EXHIBIT A

CALIFORNIA SUPERIOR COURT, COUNTY OF ALAMEDA
Baquiring et al. v. California Sierra Express, Inc.
Case No. RG21106254

NOTICE OF CLASS ACTION SETTLEMENT

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

TO: (1) All current and former hourly drivers who were or are employed by for California Sierra Express (either directly or through a temporary staffing agency) in California between January 1, 2019 and [REDACTED]; and

(2) All current and former hourly employees (not drivers) who were or are employed by California Sierra Express (either directly or through a temporary staffing agency) in California between July 23, 2017 and [REDACTED].

The California Superior Court, County of Alameda has granted preliminary approval to a proposed settlement ("Settlement") of the above-captioned action ("Class Action"). Because your rights may be affected by this Settlement, it is important that you read this Notice of Class Action Settlement ("Notice") carefully.

The Court has certified the following class for settlement purposes ("Class" or "Class Members"):

- (1) All current and former hourly drivers who were or are employed by California Sierra Express (either directly or through a temporary staffing agency) in California between January 1, 2019 and [REDACTED]; and
- (2) All current and former hourly employees (not drivers) who were or are employed by California Sierra Express (either directly or through a temporary staffing agency) in California from July 23, 2017 to [REDACTED].

The purpose of this Notice is to provide a brief description of the claims alleged in the Class Action, the key terms of the Settlement, and your rights and options with respect to the Settlement.

**YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS ACTION SETTLEMENT.
PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.**

WHAT INFORMATION IS IN THIS NOTICE

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1. *Why Have I Received This Notice?*

California Sierra Express, Inc.'s ("CSE") records indicate that you may be a Class Member. The Settlement will resolve all Class Members' Released Claims, as described below, from January 1, 2019 to [redacted] (for hourly drivers), or July 23, 2017 to [redacted] (for hourly employees who were not drivers) (the "Class Period").

A Preliminary Approval Hearing was held on January 4, 2023, in the California Superior Court, County of Alameda. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice.

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 Fairness Hearing.

The Court will hold a Final Fairness Hearing concerning the proposed settlement on [date of final approval hearing], 2023 at [time a.m./p.m.], before Judge Evelio Grillo, located at 1225 Fallon Street, Oakland, CA 94612, Department 21.

2. *What Is This Case About?*

The action entitled *Baquiring et al. v. California Sierra Express* was commenced by Plaintiff Edmundo Baquiring in the Alameda County Superior Court (Case Number RG21106254) as a class action. A related representative action, asserting a claim under the Private Attorneys General Act of 2004 and entitled *Baquiring v. California Sierra Express, Inc.*, was also subsequently filed in the Alameda County Superior Court (Case Number 21CV001422). The two actions were consolidated into Case Number RG21106254 and for purposes of this Notice will be collectively referenced as the "Action."

Edmundo Baquiring is referred to as "Plaintiff." Plaintiff's action against CSE seeks damages, restitution, penalties, interests, costs and attorney's fees and other relief based on the following alleged causes of action: 1) failure to pay wages; 2) failure to provide meal periods or compensation in lieu thereof; 3) failure to provide rest periods or compensation in lieu thereof; 4) failure to timely pay wages; 5) failure to provide accurate itemized wage statements; 6) failure to indemnify necessary business expenses; 7) violation of the Unfair Competition Law; and 8) violations of the Labor Code Private Attorneys General Act of 2004 ("PAGA").

The Court has not made any determination as to whether the claims advanced by Plaintiff have any merit.

In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or CSE; instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuit, all parties avoid the risks and cost of a trial.

CSE expressly denies that it did anything wrong or that it violated the law and further denies any liability whatsoever to Plaintiff or to the Class.

3. *Am I A Class Member?*

You are a Class Member if you are or were (1) an hourly driver who was or is employed by CSE (either directly or through a temporary staffing agency) in California between January 1, 2019 and [redacted]; or (2) an hourly employee (not a driver) who was or is employed by CSE (either directly or through a temporary staffing agency) in California between July 23, 2017 and [redacted].

4. *How Does This Class Action Settlement Work?*

In this Action, Plaintiff sued on behalf of himself and all other similarly situated employees who were employed by CSE or through a temporary staffing agency as an hourly driver or and hourly employee in California at any time during the Class Period. Plaintiff and these other current and former employees comprise a "Class" and are "Class Members." The settlement of this Action resolves the Released Claims of all Class Members, except for those who exclude themselves from the Class by requesting to be excluded in the manner set forth below.

Plaintiff and Class Counsel believe the Settlement is fair and reasonable. The Court must also review the terms of the Settlement and determine if it is fair and reasonable to the Class. The Court file has the Settlement documents, which explain the Settlement in greater detail. If you would like copies of the Settlement documents, you can contact Plaintiff's counsel, whose contact information is below, and they will provide you with a copy free of charge.

5. *Who Are the Attorneys Representing the Parties?*

Attorneys for Plaintiffs and the Class	Attorneys for California Sierra Express
JAMES HAWKINS APLC James R. Hawkins Gregory Mauro Michael Calvo Jeanne Sarimiento 9880 Research Drive, Ste 200 Irvine, CA 92618 Telephone: (949)387-7200 Facsimile: (949)387-6676	HOLLAND & HART, LLP Dora V. Lane David K. Crockett 5441 Kietzke Lane, Second Floor Reno, NV 89511 Telephone: (775)327-3000 Facsimile: (775)786-6179

The Court has decided that James Hawkins APLC is qualified to represent you and all other Class Members simultaneously.

Plaintiff's Counsel is working on your behalf. If you want your own attorney, you may hire one at your own cost.

6. *What Are My Options?*

The purpose of this Notice is to inform you of the proposed Settlement and of your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are summarized below and explained in more detail in this Notice.

Important Note: *CSE will not retaliate against you in any way for either participating or not participating in this Settlement.*

- **DO NOTHING:** If you do nothing and the Court grants final approval of the Settlement, you will become part of this lawsuit and will receive an Individual Settlement Payment based on the total number of workweeks in which you actually worked for CSE for at least one day in California as an hourly driver or hourly employee during the Class Period. You will release all of the Released Claims, as defined in Section No. 9 below, and you will give up your right to pursue the Released Claims, as defined in Section No. 9 below.
- **OPT OUT:** If you do not want to participate as a Class Member, you may “opt out,” which will remove you from the Class and this Action. If the Court grants final approval of the Settlement, you will not receive an Individual Settlement Payment and you will not give up the right to sue the Released Parties, including CSE, for any the Released Claims as defined in Section No. 9 below.
- **OBJECT:** You may file a legal objection to the proposed settlement. If you would like to object, you may not opt out of this Settlement.

The procedures for opting out and objecting are set forth below in the sections entitled "How Do I Opt Out or Exclude Myself From This Settlement" and "How Do I Object To The Settlement?"

7. *How Do I Opt Out Or Exclude Myself From This Settlement?*

If you do not wish to participate in the Settlement, you may be excluded (i.e., “opt out”) by sending a timely written Request for Exclusion. The written Request for Exclusion must: (a) state the your name, address, telephone number, and the last four digits of your Social Security number; (b) contain a statement expressing that you elect to be excluded from the Settlement in a form that is the same or substantially similar to the following: “I wish to exclude myself from the class settlement reached in the matter of Edmundo Baquiring v. California Sierra Express. I understand that by excluding myself, I will not receive money from the class settlement of my individual claims.”; (c) be addressed to the Settlement Administrator; (d) be signed by you; and (e) be postmarked no later than the Response Deadline. The Request for Exclusion must be mailed by First Class U.S. Mail, postmarked no later than [REDACTED] 2023 to: BAQUIRING V. CALIFORNIA SIERRA EXPRESS C/O ILYM GROUP, Inc. 14771 Plaza Dr. L, Tustin, CA 92780.

Except with respect to the release of PAGA claims, the Court will exclude any Class Member who submits a complete and timely Request for Exclusion as described in the paragraph above. Requests for Exclusion that do not include all required information and/or that are not timely submitted will be deemed null, void, and ineffective. Any Class Member who fails to submit a valid and timely Request for Exclusion on or before the above-specified deadline shall be bound by all terms of the Settlement, release and any Judgment entered in the Action if the Settlement receives final approval from the Court.

8. How Do I Object To The Settlement?

If you are a Class Member who does not opt out of the Settlement, you may object to the Settlement, personally or through an attorney, by mailing your objection to the Settlement Administrator at BAQUIRING V. CALIFORNIA SIERRA EXPRESS C/O ILYM GROUP, Inc. by [the Response Deadline]. The Objection must state: (a) your full name, address, and telephone number, and the approximate dates of your employment with CSE; (b) the words "Notice of Objection" or "Formal Objection"; (c) describe, in clear and concise terms, the legal and factual arguments supporting the objection; and (d) state whether you intend to formally intervene and become a party to the action and/or appear at the Final Approval Hearing.

Class Members who timely file valid objections to the Settlement may appear at the Final Approval Hearing, either in person or through the objector's own counsel, provided the objector has first notified the Settlement Administrator by sending his/her written objections to the Settlement Administrator, postmarked no later than [the Response Deadline]. Class Members' timely and valid objections to the Settlement will still be considered even if the objector does not appear at the Final Approval Hearing.

Settlement Class members who fail to object in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement. In addition, if a Class Member first requests exclusion from, and opts out of, the Class and then objects, the objection would not be considered valid. If the Class Member objects and then requests exclusion from, and opts out of the Class, the Class Member would be deemed to have waived his/her objection.

Again, to be valid and effective, any objections must be mailed to the Settlement Administrator postmarked on or before on or before [the Response Deadline].

If the Court rejects the Notice of Objection, the Class Member will receive an Individual Settlement Payment and will be bound by the terms of the Settlement.

9. How Does This Settlement Affect My Rights? What are the Released Claims?

If the proposed Settlement is approved by the Court, a Final Judgment will be entered by the Court. All Class Members who do not opt out of the Settlement will be bound by the Court's Final Judgment and will fully release and discharge CSE, and, to the fullest extent allowed by law, any temporary staffing agency that furnished any Class Member(s) to CSE as an hourly driver or hourly employee in California during the Class Period, and any of CSE's shareholders, predecessors, present and former parent companies, subsidiaries, divisions, concepts, related or affiliated companies and CSE's and these companies' officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity that could be liable for any of the Released Claims, and CSE's counsel of record in this action ("Released Parties"). The Released Claims are as follows:

A. Released Claims.

The claims that Plaintiff and the other Participating Class Members are releasing in exchange for the consideration provided for by this Agreement are any and all claims under state, federal, or local law, whether statutory or common law arising out of or reasonably related to the facts and claims expressly pleaded in the Action and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been pleaded based on the facts pleaded in the Action, through the Effective Date (the date on which the Court's order granting final approval of the settlement becomes final), for: failure to pay employees all earned wages (including at least minimum wage for all hours worked and applicable overtime), failure to provide meal periods, failure to provide rest periods, failure to issue premium payments for allegedly non-compliant meal and/or rest periods, failure to timely pay wages, failure to issue proper wage statements, failure to indemnify necessary business expenses, unfair competition, liquidated damages, interest, attorney's fees and costs, and civil penalties under PAGA, including California Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1175, 1182.12, 1194, 1197, 1197.1, 1198, 2802, 2698, 2699, and any and all damages, restitution, disgorgement, civil penalties, statutory penalties, taxes for which employees would otherwise be responsible, interest or attorneys' fees or costs resulting therefrom.

10. *How Much Can I Expect to Receive From This Settlement?*

The total amount of this Settlement is \$425,000 (“Gross Fund Value” or “GFV”).

The “Net Fund Value” or “NFV” means the portion of the Gross Fund Value available for distribution to Class Members after the deduction of (1) the Class Representative Enhancement Payments to Plaintiff Edmundo Baquiring in an amount up to \$7,500 for prosecution of the Action, risks undertaken for the payment of attorneys' fees and costs, and a general release of all claims; (2) the settlement administration costs to the Settlement Administrator, ILYM GROUP, Inc., currently estimated at \$10,000; (3) a PAGA payment of \$42,500 (seventy-five percent (75%) or \$31,875 is allocated to the California Labor Workforce Development Agency (“LWDA”) and twenty-five percent (25%) or \$10,625 of the PAGA Payment shall be part of the Net Fund Value distributed to Participating Class Members; (4) payment to Class Counsel for Class Counsel fees in an amount not to exceed \$141,666.66 (33.33% of the Gross Fund Value) for attorneys' fees; and (5) payment to Class Counsel of Class Counsel Expenses in an amount not to exceed \$25,000 for litigation costs. All of these payments are subject to Court approval.

After deducting the above-referenced items, the remaining Net Fund Value will be proportionately distributed amongst all Class Members who have not opted out. The Settlement Administrator will calculate the individual settlement shares for Participating Class Members (“Individual Settlement Share”). Each Participating Class Member will receive a proportionate share of the Net Fund Value that is equal to (i) the number of weeks he or she worked based on the Class data provided by CSE, divided by (ii) the total number of weeks worked by all Participating Class Members based on the same Class data, which is then multiplied by the Net Fund Value. One day actually worked in a given week will be credited as a week for purposes of this calculation. Therefore, the value of each Class Member's Individual Settlement Share ties directly to the amount of weeks that he or she actually worked.

Although your exact share of the Net Fund Value cannot be precisely calculated until after the time during which individuals may object or seek exclusion from the Settlement concludes, based upon the calculation above, your approximate share of the Net Fund Value, is as follows: \$ [REDACTED], less taxes. This is based on CSE's records which show you actually worked [REDACTED] workweeks in California during the Class Period (“Eligible Workweeks”).

If you believe the number of Eligible Workweeks records are incorrect, you may provide documentation and/or an explanation to show contrary information to the Settlement Administrator at: BAQUIRING V. CALIFORNIA SIERRA EXPRESS C/O ILYM GROUP, Inc. 14471 Plaza Dr. L, Tustin, California 92780 on or before [the Response Deadline].

Thirty-three percent (33%) of your Individual Settlement Share will be treated as unpaid wages. Applicable taxes will be withheld from the wages portion of your Individual Settlement Share only and reported on an IRS Form W-2. The remaining sixty-seven percent (67%) of your Individual Settlement Share will be treated as penalties, liquidated damages, and interest and will be paid pursuant to an IRS Form 1099.

It is strongly recommended that upon receipt of your Individual Settlement Share check, you immediately cash it or cash it before the 180-day void date shown on each check. If any checks remain uncashed or not deposited by the expiration of the 180-day period after mailing, the Settlement Administrator will pay the amount of any uncashed or undeposited checks to the California Unclaimed Property Fund.

11. *How Will the Attorneys for the Class and the Class Representative Be Paid?*

The attorneys for Plaintiff and the Class will be paid from the Gross Fund Value. Subject to Court approval, the attorneys for Plaintiffs and the Class shall be paid an amount not to exceed 33.33% of the Gross Fund Value (or \$141,666.66) for attorney fees and up to \$25,000 for litigation costs. CSE has paid all of its own attorneys' fees and costs.

As set forth in Section No. 10 above, the Plaintiffs will also be paid a Class Representative Enhancement Payment, subject to Court approval.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact Class Counsel listed above, or the Settlement Administrator at the telephone number listed below, toll free. Please refer to the CSE Class Action Settlement.

This Notice does not contain all of the terms of the proposed Settlement or all of the details of these proceedings. For more detailed information, you may refer to the underlying documents and papers on file with the Court at 1225 Fallon Street, Oakland, CA 94612 8:30 a.m. and 4:00 p.m. or by visiting <https://www.alameda.courts.ca.gov> and clicking on the "Online Services" tab and then the "Search by Name" then click on the "Civil Complex" tab, and go to Department 21. You must then click on the "Create Account" link to conduct a search for the case. Once you have created an account, you must input the case number RG21106254. The document with the full settlement agreement is titled *** filed on [Insert Date]

You may also contact Plaintiff's counsel, whose contact information is above, and they will provide you with a copy of the Settlement documents or case documents free of charge.

PLEASE DO NOT TELEPHONE THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.