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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

FRANCISCO HERNANDEZ, LUCIANO ESQUEDA, EFRAIN IBARRA, CARLOS LOPEZ, RAMON ALCALA NAVARRO, as individuals and on behalf of all others similarly situated,

Plaintiffs,

vs.

GOLD POINT TRANSPORTATION, INC., a California corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 21STCV35686

[*Assigned for all purposes to Hon. William F. Highberger, Dept. SSC-10*]

DECLARATION OF SCOTT M. LIDMAN IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT, VOL. I

Date: February 10, 2027
Time: 11:00 a.m.
Dept.: SSC-10

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I, SCOTT M. LIDMAN, declare as follows:

1. I am a shareholder and principal of the law firm Lidman Law, APC, and counsel for the named plaintiffs Francisco Hernandez, Luciano Esqueda, Carlos Lopez, and Ramon Alcala Navarro (collectively, "Plaintiffs") and the proposed Settlement Class in the above-captioned matter. I am a member in good standing of the bar of the State of California and am admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I am a 1998 graduate of Santa Clara University School of Law, where I graduated *summa cum laude*. During law school, I worked as a summer associate for the international employment law firm of Littler Mendelson, P.C., located in Los Angeles, California.

3. Since graduating from law school, my practice has focused exclusively on employment litigation. In September 1998, I began working as an associate attorney at the international law firm of Littler Mendelson P.C., at its Los Angeles office, which according to its website is the largest law firm in the world exclusively devoted to representing management in employment, employee benefits and labor law matters.

4. In 2000, I left Littler Mendelson to work at the Los Angeles office of Jones Day, which was at the time one of the largest international firms in the world. During my employment at Jones Day, I worked exclusively in the labor and employment department. In or around 2003, I went to work at the law firm of Loeb & Loeb, again working exclusively in the Labor & Employment department. In 2008, I returned to Littler Mendelson, was promoted to Shareholder in 2009, and from 2008 until the end of 2017, I practiced exclusively labor and employment law, with a strong emphasis and most of my time working on wage and hour class actions venued in both state and federal courts. During that time and my legal career in general, I also worked on a number of single and multi-plaintiff wage and hour matters as well.

5. During my employment at Littler Mendelson, I played a significant role in the class actions that I was staffed on, and ran many on my own both as an Of Counsel and as a Shareholder. In particular, I received a wide-array of wage and hour class action experience

performing the following types of tasks: drafting demurrers, motions to strike and/or dismiss; removing actions from state court to federal court; drafting and responding to written discovery; drafting and opposing discovery related motions; arguing discovery related motions; drafting motions to consolidate related matters; interviewing putative class members and obtaining declarations in connection with class certification; drafting oppositions to motions for class certification; drafting motions for decertification following class certification; conducting exposure analyses to assess the strengths and weaknesses of asserted claims, the likelihood of prevailing at class certification and potential damages resulting from such claims; drafting mediation briefs; serving as the primary contact to in-house counsel; deposing named plaintiffs and putative class members; deposing retained expert witnesses; and defending the depositions of corporate witnesses. I also was involved in the negotiations and settlements of many large wage and hour class actions. In short, I played an integral role in all aspects of litigation from the inception of a matter through and beyond class certification. I also supervised the work of several junior attorneys who were staffed on the same wage and hour class actions.

6. Although not exhaustive, below is a list of many of the wage and hour class and PAGA actions that I performed substantial work on while I was a shareholder at Littler Mendelson:

- ► *Ortega v. J.B. Hunt Transport, Inc.*, Case No. 07-cv-8336-RGK-AFMx, United States District Court, Central District of California, Honorable Gary Klausner, presiding[1].
- ► *Aceves v. J.B. Hunt Transport, Inc.*, Case No. CIVDS1306133, California Superior Court, County of San Bernardino, Honorable Michael Sachs, presiding.

[1] My work on this matter including proceedings not only in District Court, but also work before the United States Court of Appeals for the Ninth Circuit as well as the United States Supreme Court.

- *Moreno v. J.B. Hunt Transport, Inc.*, Case No. BC388612, California Superior Court, County of Los Angeles, Honorable Mel Red Recana, presiding.
- *Newcomb v. J.B. Hunt Transport, Inc.*, Case No. RG16815734, California Superior Court, County of Alameda, Honorable Winifred Smith, presiding.
- *Vaquero v. Stoneledge Furniture, LLC, et al.*, Case No. 12-cv-08590-PA-MAN, United States District Court, Central District of California, Honorable Percy Anderson, presiding.
- *Vaquero v. Stoneledge Furniture, LLC, et al.*, Case No. BC388612, California Superior Court, County of Los Angeles, Honorable Elihu Berle, presiding.[2]
- *Dugan v. Stoneledge Furniture, LLC*, Case No. 16-cv-01125-PA-FFMx, United States Distrct Court, Central District of California, Honorable Percy Anderson, presiding.
- *Klune v. Stoneledge Furniture, LLC*, Case No. 14-cv-03986-PA-FFMx, United States Distrct Court, Central District of California, Honorable Percy Anderson, presiding.
- *Diaz v. ABM Industries, Inc.; Ampco Parking*, Case No. BC362932, California Superior Court, County of Los Angeles, Honorable Jane Johnson, presiding.[3]
- *Adams v. Luxottica Retail North America, Inc.*, Case No. 07CC01346, California Superior Court, County of Orange, Honorable Thierry Patrick Colaw, presiding.

[2] My work on this matter included proceedings not only in the trial court, but also before the California Courts of Appeal and the California Supreme Court.

[3] This matter was consolidated and litigated collectively with Case Nos. BC380923, BC 381523 and BC 406663.

- *Sakkab v. Luxottica Retail North America, Inc.*, Case No. 12-cv-00436-GPC-KSC, United States District Court, Southern District of California.[4]
- *Page v. Oakley, Inc.*, Case No. FCS041512, California Superior Court, County of Solano, Honorable Paul Berman, presiding.
- *Ramirez v. Oakley, Inc.*, Case No. 30-2014-00731617-CU-OE-CJC California Superior Court, County of Orange, Honorable William Claster, presiding.
- *Ramirez v. Oakley, Inc.*, Case No. 30-2014-00723846-CU-DE-CXC, California Superior Court, County of Orange, Honorable William Claster, presiding.
- *Sierra v. Oakley, Inc.*, Case No. 13-cv-00319-AG-JPR, United States District Court, Central District of California, Honorable Andrew Guilford, presiding.[5]
- *Cordova v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United States District Court, Central District of California, Honorable Margaret Morrow, presiding.
- *Cordova v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United States District Court, Central District of California, Honorable Margaret Morrow, presiding.
- *Khelghatian v. Comerica Bank, et al.*, Case No. 11-cv-7689-DSF-FFMx, United States District Court, Southern District of California, Honorable John A. Houston, presiding.
- *Babasa v. Comerica Bank, et al.*, Case No. 11-cv-0595-JAH-BGS, United States District Court, Central District of California, Honorable Margaret Morrow, presiding.

[4] The work I performed on this case included work in the United States Court of Appeals for the Ninth Circuit.

[5] The work I performed on this case included work in the United States Court of Appeals for the Ninth Circuit.

- *Bernal v. Comerica Bank, et al.*, Case No. 11-cv-01298-JAH-BGS, United States District Court, Central District of California, Honorable Margaret Morrow, presiding.
- *Khalili v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United States District Court, Northern District of California.
- *Granata v. Comerica Bank, et al.*, Case No. 37-2011-00086316-CU-OE-CTL, California Superior Court, County of San Diego, Honorable Jeffrey B. Barton, presiding.
- *Mathews v. Comerica Bank, et al.*, Case No. 111CV194781, California Superior Court, County of Santa Clara.
- *Gallegos v. Comerica Bank, et al.*, Case No. BC455515, California Superior Court, County of Los Angeles, Honorable Terry Green, presiding.
- *Rumohr v. Comerica Bank, et al.*, Case No. CGC-11-508433, California Superior Court, County of San Francisco.
- *Smith v. Werner Enterprises*, Case No. 15-cv-02978-RS, United States District Court, Northern District of California, Honorable Richard Seeborg, presiding.

7. In January 2018, I voluntarily resigned from Littler Mendelson in order to open my own law firm, Lidman Law, APC, to represent employees with work-related claims, including primarily wage and hour claims and almost exclusively on a class-action basis. I am the President and Shareholder of Lidman Law. Currently, over ninety percent (90%) of my practice is dedicated exclusively to the prosecution of wage and hour class actions, and I am currently responsible for prosecuting over sixty-five (65) wage and hour class actions filed in State courts throughout California, with several of them having been removed to Federal courts. I believe that my professional experience renders me more than qualified to serve as class counsel in this lawsuit involving claims of underpaid overtime and minimum wages, meal and rest period violations, and derivative penalty claims. Not only have I litigated dozens of wage and hour cases

throughout my career involving similar claims, including the wage and hour class actions identified above, I have litigated similar claims from both plaintiff and defense perspectives. As a result, I am able to realistically assess and evaluate the facts and legal arguments that can be made in pursuit and defense of similar wage and hour claims, as well as those facts and arguments in support and in opposition to class certification. Consequently, I am able to appreciate the significant risks, uncertainties, and delay involved in wage and hour class action litigation.

8. I have been appointed Class Counsel in: *Guardado v. Wesley Allen, Inc*., Case No. BC683027, California Superior Court, County of Los Angeles, Honorable Judge Carolyn B. Kuhl presiding; *Rodriguez v. Satco, Inc*., Case No. BC682137, California Superior Court, County of Los Angeles, Honorable Judge Ann I. Jones presiding; *Ong v. Howard's Appliances, Inc*., Case No. 30-2017-00964213-CU-OE-CXC, California Superior Court, County of Orange, Honorable Judge William Claster presiding; *Hanke v. C&W Facility Services, Inc*., Case No. CIVDS1814412, California Superior Court, County of San Bernardino, Honorable Judge David Cohn presiding; *Molina v. Mader News, Inc*., Case No. BC685960, California Superior Court, County of Los Angeles, Honorable Judge Yvette M. Palazuelos presiding; *Alvarez v. Salamander Fire Protection, Inc*., Case No. BC688326, California Superior Court, County of Los Angeles, Honorable Judge William F. Highberger presiding; *Rodriguez v. H.F. Cox, Inc*., Case No. BC653164, California Superior Court, County of Los Angeles, Honorable Judge Carolyn B. Kuhl presiding; *Fregoso v. Amerigas Propane, Inc*., Case No. BC697973, California Superior Court, County of Los Angeles, Honorable Judge Rafael A. Ongkeko presiding; *Teran v. Western Plastics, Inc*., Case No. RIC1722619, California Superior Court, County of Riverside, Honorable Judge Sunshine Sykes presiding; *Villegas de Torres v. El Monte Superstore Inc*., Case No. BC688477, California Superior Court, County of Los Angeles, Honorable Judge Daniel J. Buckley presiding; *Huynh v. Polypeptide Laboratories, Inc*., Case No. BC680872, California Superior Court, County of Los Angeles, Honorable Judge Rafael A. Ongkeko presiding; *Guzman v. Century Blinds*, Case No. RIC1723654, California Superior Court, County of Riverside, Honorable Judge Sunshine S. Sykes presiding; *George v. Convergence Marketing,*

Case No. CIVDS1901039, California Superior Court, County of San Bernardino, Honorable Judge David S. Cohn presiding; *Coffee, et al. v. Flyers Transportation Energy, LLC*, Case No. 34-2017-00222084, California Superior Court, County of Sacramento, Honorable Judge Alan G. Perkins presiding*; Romero v. Fillmore Hospitality, LLC*, Case No. BC705667, California Superior Court, County of Los Angeles, Honorable Judge Maren E. Nelson presiding*; Wennerstrom, et al. v. Giant Inland Empire R.V. Center*, Case No. CIVDS1617291, California Superior Court, County of San Bernardino, Honorable Judge David S. Cohn presiding; *Contreras, et al. v. Letter Ride, LLC*, Case No. 37-2018-00020841-CU-OE-CTL, California Superior Court, County of San Diego, Honorable Judge Eddie C. Sturgeon presiding; *Davis v. WeDriveU*, Case No. 18CV322578, California Superior Court, County of Santa Clara, Honorable Judge Brian C. Walsh presiding; *Acuna v. Canton Food Co., Inc*., Case No. BC685001, California Superior Court, County of Los Angeles, Honorable Judge David S. Cunningham presiding; and *Contreras v. Worldwide Flight Services, Inc.*, Case No. 2:18-cv-06036-PSG-SS, United States District Court for the Central District of California, the Honorable Judge Philip S. Gutierrez presiding.

9. As co-lead counsel for Plaintiffs and the proposed Settlement Class, I have been intimately involved in every aspect of this case from its inception through the present, and I believe that the proposed Settlement is a favorable result for the Settlement Class Members under the circumstances presented.

10. Defendant Gold Point Transportation, Inc. ("Defendant") did business during the Class Period as a drayage carrier, transporting goods in the shipping and logistics industry. As of January 1, 2023, Defendant no longer provides any trucking delivery services in California and no longer contracts with any individuals as independent contractors to provide trucking delivery services.

11. On September 28, 2021, Plaintiffs filed this putative class action complaint against Defendant in Los Angeles County Superior Court. On September 28, 2021, Plaintiffs submitted a letter to the California Labor & Workforce Development Agency ("LWDA") and to Defendant

advising of their intention of filing a PAGA claim based on the Labor Code violations alleged in their operative complaint. A true and correct copy of Plaintiffs' LWDA letter is attached hereto as **Exhibit 1**. After exhausting the administrative requirements under the PAGA, on February 7, 2022, Plaintiffs filed a First Amended Class Action and Representative Action Complaint adding a cause of action for civil penalties under the PAGA. On April 17, 2024, Plaintiffs filed a Second Amended Class Action and Representative Action Complaint adding a cause of action for failure to pay all wages owed upon termination in violation of Labor Code §§ 201-203, and ending the class period on December 31, 2022 because Defendant stopped using independent contractor drivers as of that date. Plaintiffs' primary allegations are that Defendant misclassified the drivers as independent contractors and, as a result: (1) failed to pay all minimum wages owed; (2) failed to provide accurate, itemized wage statements; (3) failed to reimburse necessary business expenses; (4) made unlawful deductions from wages; (5) failed to pay all wages owed upon termination; (6) engaged in unfair competition; and (7) is liable for civil penalties under the PAGA.

12. Since the initiation of the action, Plaintiffs and Defendant (together, the "Parties") have engaged in extensive formal discovery, as well as informal discovery as part of mediation. On August 10, 2022, each plaintiff served the following written discovery on Defendant: Form Interrogatories – General (Set One), Form Interrogatories – Employment Law (Set One), Special Interrogatories (Set One), and Requests for Production of Documents (Set One). Additionally, Plaintiff Hernandez served on Defendant Special Interrogatories (Set Two). On November 15, 2022, Defendant served its responses and objections to Plaintiff Hernandez's Special Interrogatories (Set Two). On March 6, 2023, each plaintiff served the following written discovery on Defendant: Form Interrogatories – General (Set Two), Requests for Production of Documents (Set Two), and Requests for Admission (Set One). Defendant continued to serve responses and objections, as well as supplemental responses and responsive documents through September 2023.

On November 6, 2023, Defendant served the following written discovery on each

plaintiff: Form Interrogatories – General (Set One), Special Interrogatories (Set One), and Requests for Production of Documents (Set One). On July 25, 2024, Plaintiffs served their responses and objections to Defendant's Form Interrogatories – General (Set One) and Requests for Production of Documents (Set One). Plaintiffs served their responses and objections to Defendant's Special Interrogatories (Set One) through September 2024.

The *Belaire-West* notice process was completed and the contact information for the putative class members who did not opt out was provided to Plaintiffs on February 10, 2024 and March 10, 2024.

On January 24, 2024 and February 27, 2024, Plaintiffs deposed Defendant's Person Most Knowledgeable regarding various topics related to Plaintiffs' claims.

13. After agreeing to participate in private mediation, Defendant informally produced data points relevant to the claims alleged.

14. The formal and informal discovery and data points aided in Plaintiffs' creation of a class-wide exposure model for all the claims at issue, including unpaid wages, unlawful deductions, and penalties potentially owed for alleged wage statement violations and untimely payment of wages. Class Counsel drew on their extensive experience in similar cases to assess the strengths and weaknesses of Plaintiffs' case. This discovery allowed the parties to assess the merits and value of Plaintiffs' claims and Defendant's defenses thereto, if a settlement could not be reached.

15. On November 4, 2025, after extensive research and analysis, a full-day mediation was held with Kevin Barnes, Esq., an experienced and well-respected wage and hour class action mediator. During mediation, the Parties vigorously debated their opposing legal positions, the likelihood of certification of Plaintiffs' claims and the legal basis for the claims and defenses.

Although the case did not settle at mediation, the Parties continued to negotiate and ultimately agreed in principle on a class-wide resolution. In the months that followed, the Parties worked to finalize the terms of settlement and finally executed the Class Action and PAGA Settlement Agreement and Class Notice ("Settlement"). A true and correct copy of the Settlement is attached hereto as **Exhibit 2**. The proposed Court Approved Notice of Class Action Settlement

and Hearing Date for Final Court Approval is attached as Exhibit A to the Settlement. A true and correct copy of a redlined comparison of the LASC's model agreement with the Settlement in this matter is attached hereto as **Exhibit 3**.

16. If the Court approves this Settlement, Defendant will pay a Gross Settlement Amount ("GSA") of $190,000.00. Significantly, this Settlement is **non-reversionary**, and no Settlement Class member will have to submit a claim form to receive an Individual Payment. Each Settlement Class member will automatically receive a Settlement Award unless he or she affirmatively opts out of the Settlement. The monetary terms of the Settlement are summarized below:

Gross Settlement Amount ("GSA")	**$2,000,000.00**
Minus Court-approved attorneys' fees (35% of GSA):	$700,000.00
Minus Court-approved, verified costs (up to):	$35,000.00
Minus Court-approved Class Rep. Service Awards ($10,000/P):	$40,000.00
Minus Settlement Administration Costs:	$7,950.00
Minus PAGA Penalties:	$100,000.00
Net Settlement Amount ("NSA"):	**$1,117,050.00**

Defendant shall fund the Gross Settlement Amount no later than 14 calendar days of the Effective Date. "Effective Date" means the date on which the Judgment becomes final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

After deducting amounts for the Court-approved attorneys' fees and verified costs, Service Awards to Plaintiffs, Settlement Administrator costs, and the PAGA Penalties, the Settlement requires Defendant to pay a Net Settlement Amount ("NSA") of at least $1,117,050.00 to all Settlement Class Members who do not timely opt out. Thus, the average individual payment

is estimated to be $5,449.02 as a direct result of this litigation (assuming all Settlement Class members worked the same length of time).

17. According to Defendant, there are approximately 205 total individuals in the Settlement Class defined as:

> All persons contracted by GOLD POINT in California and classified as an independent contractor driver who operated a truck for GOLD POINT during the Class Period.
>
> The Class Period means the period from September 28, 2017 to December 31, 2022.

In addition, Aggrieved Employee is defined as: "a person contracted by GOLD POINT in California and classified as an independent contractor driver who operated a truck for GOLD POINT during the PAGA Period." For purposes of the Settlement, the "PAGA Period" means the period from September 28, 2020 to December 31, 2022.

18. Plaintiffs contend the Settlement Class Members' claims arise from Defendant's common, uniform policies and practices that applied to Settlement Class Members during the Class Period. Specifically, Plaintiffs alleged that Defendant's common and uniform policies and practices resulted in the following violations: (1) failure to pay all minimum wages owed; (2) failure to provide accurate, itemized wage statements; (3) failure to reimburse necessary business expenses; (4) unlawful deductions from wages; (5) failure to pay all wages upon termination; (6) unfair competition; and (7) liability for civil penalties under the PAGA.

19. As described in the accompanying Motion for Preliminary Approval, Plaintiffs allege that during their employment Defendant unlawfully and willfully misclassified Plaintiffs and other drivers as independent contractors. Plaintiffs allege they and the other similarly situated drivers provided trucking/delivery services which are directly part of Defendant's regular business as a transportation/delivery company. Plaintiffs allege the services they provide to Defendant are the kind of work typically done by an employee under the direction of an employer. Defendant maintains the trucks and center of operations at its yards in Wilmington and San Diego, California, which serves as the base of operations for Plaintiffs and other

similarly situated drivers. Plaintiffs allege Defendant controlled and directed Plaintiffs and the other drivers in connection with the performance of their work, in terms of when and how to pick up their trucks, when and how to pick up and make deliveries, and how to otherwise perform their job duties. As such, Plaintiffs contend they are employees of Defendant and were misclassified as independent contractors.

20. Defendant argues that an employment relationship cannot be established on the basis of mandates and policies that are implemented to comply with federal regulations. Defendant contends the contractual relationship between Defendant and the Class Members is governed by the federal motor carrier leasing regulations, which set forth the requirements for a written lease between the owners/lessors of motor vehicle equipment (in this case, the Class Members) and the lessees of that equipment (in this case, Defendants). Defendant also asserts that Plaintiffs had significant control over how they performed their duties and whether to event accept certain delivery job. Accordingly, Defendant asserts that any policies it has that cover independent contractors are in place to meet these requirements and cannot be used to establish an employment relationship.

Being that the core question in the case is whether Defendant correctly classified the drivers as independent contractors, considering Defendant's defenses to the misclassification claim, Plaintiffs have discounted each wage and hour claim by 40%.

21. Plaintiffs allege that, while misclassified by Defendant as independent contractors, they and other similarly situated drivers were paid per load on a flat rate. As a result, Plaintiffs contend that they and the and other similarly situated drivers were not separately compensated for time spent working on tasks unrelated to paid loads, including, without limitation, time spent on pre- and post-trip truck inspections, time spent fueling the trucks, time spent completing paperwork and time spent maintaining/washing the trucks. As a result, Plaintiffs allege that they and other similarly situated drivers were not paid at least the minimum wage for all hours worked. Accordingly, Plaintiffs calculated Defendant's maximum potential exposure for failure to pay minimum wage at $2,922,837.20.

22. Defendant argues that the Independent Contractor Service Agreements ("ICSAs")

should be read to compensate Class Members for all transportation related services, including non-driving time, associated with transporting. Specifically, pay for a "load" was to compensate drivers for all tasks associated with that deliver. Further, Defendant contends that each driver's understanding of what the load pay covered would create individualized issues. In light of these defenses, Plaintiffs discounted the maximum exposure by 40% for Defendant's defenses, and an additional 45% to account for Defendant's defenses on the merits to arrive at an estimated exposure of $964,536.28.

23. Plaintiffs also allege that as a result of Defendant's failure to pay all minimum wages, Defendant issued inaccurate wage statements to Plaintiffs and other similarly situated drivers. Nevertheless, because Defendant allegedly misclassified Plaintiffs and other similarly situated drivers as independent contractors, Defendant failed to provide Plaintiffs with any accurate wage statements as required by Labor Code section 226. Plaintiffs calculated Defendant's maximum potential exposure for wage statement violations at approximately $464,000.

24. Defendant asserts that any violation of California Labor Code § 226 was not "knowing and intentional." Defendant also contends that employees cannot show that they have suffered an injury because of any potential violation of California Labor Code§ 226, and/or any such issue would be individualized. Accordingly, Plaintiffs discounted the maximum exposure by 40% for Defendant's misclassification defenses, and an additional 30% to account for Defendant's defenses on the merits to arrive at an estimated exposure of $194,880.

25. Plaintiffs allege that Defendant failed to reimburse Plaintiffs and the Class Members for necessary business expenses incurred throughout the relevant time period. Defendant required its drivers who were allegedly misclassified as independent contractors, including Plaintiffs, to pay for, among other things, expenses related to the purchase of Defendant's trucks, insurance fees/costs, equipment repair costs, maintenance, unloaded mileage, tolls, licensing, fuel and taxes. Despite these requirements, Defendant did not reimburse Plaintiffs for incurring these necessary business expenses in violation of California law. Further,

Defendant illegally deducted such expenses from wages owed, in further violation of California law. Accordingly, Plaintiffs calculated Defendant's maximum potential exposure for these reimbursements at $8,712,750.

26. Defendant argues that all but Plaintiffs' claims for cell phone reimbursements are preempted under the federal Truth-in-Leasing regulations and must be dismissed. Indeed, Defendant provided Plaintiffs with a decision from this very Court finding such preemption in a similar case (*Berrios v. CMI Transportation, Inc.*, 20STCV220087). Alternatively, Defendant argues that it pays Class Members enhanced compensation to cover business expenses. Defendant relies on the case *Gattuso v. Harte-Hanks Shoppers, Inc.* (2017) 42 Cal. 4th 554. Defendant argues that it paid Class Members an enhanced compensation and that it's detailed on settlement sheets the amounts for compensation and the amounts of expenses. Accordingly, Plaintiffs discounted the maximum exposure by 40% for Defendant's misclassification defenses, and an additional 65 percent to account for Defendant's defenses on the merits to arrive at an estimated exposure of $1,829,677.50.

27. Plaintiffs allege that based on Defendant's failure to pay all minimum wages owed to Plaintiffs and the members of the putative classes, Defendant failed to pay all wages to Plaintiffs and the members of the putative classes upon their separation of employment. Therefore, Plaintiffs calculated Defendant's maximum potential exposure for waiting time penalties at approximately $2,460,000.

28. Defendant argues that Plaintiffs would not be able to prove that Defendant "willfully" failed to pay Class Members the appropriate wages due upon separation of employment. ""A 'good faith dispute' that any wages are due occurs when an employer presents a defense, based in law or fact, which would preclude any recovery on the part of the employee. The fact that a defense is ultimately unsuccessful will not preclude a finding that a good faith dispute did exist." Defendant further contends that any failure to pay wages due at the separation of employment was not willful. Defendant argues that it would not be liable for waiting time penalties because a "good faith dispute" exists over the payment of those wages. Accordingly,

Plaintiffs discounted the maximum exposure by 40% for Defendant's misclassification defenses, and an additional 55 percent to account for Defendant's defenses on the merits to arrive at an estimated exposure of approximately $664,200.

29. Lastly, Plaintiffs seek civil penalties under the PAGA as a result of the foregoing alleged Labor Code violations. Plaintiffs contend that they will be able to show a pattern and practice of willful misclassification in this case. Indeed, the class period in this case commences after *Dynamex* was decided. Defendant should have known at least then it could not use independent contractors in California to perform the delivery services.

For the misclassification issue set forth in Labor Code sections 226.8(b)-(c), the potential civil penalty can range anywhere from $5,000 on the low end to $25,000 on the high end if the Court finds there was a pattern and practice of misclassification which Plaintiffs contend is the case here. Accordingly, with each of the drivers being considered an instance of misclassification as part of a willful pattern, the potential civil penalty can range from $580,000.00 to $2,900,000.00. Additionally, for unlawfully deducting amounts separate from the independent misclassification, there can be an additional civil penalty that will also range from $580,000.00 to $2,900,000.00.

Plaintiffs calculated Defendant's potential exposure at $1,160,000 - $5,800,000.

30. Defendant argues that Plaintiffs' PAGA claim will fail for the same reasons that her underlying claims will fail. Defendant also maintains that the civil penalties provided for in Labor Code sections 226.8(b)-(c) is only per instance, meaning that the general misclassification of all of its drivers is only one instance such that the potential penalty is only between $5,000 and $25,000. This is a novel issue which has not been decided by the Courts to date. Further, Defendant argues that, given its good faith defenses, this Court would exercise its discretion to substantially reduce any PAGA penalties if it were to find Defendant liable for any of Plaintiffs' claims. Therefore, Plaintiffs discounted the maximum exposure figure by 45 percent for a risk of being unsuccessful on the merits, and an additional 35 percent to account for the possibility of this Court reducing penalties, to arrive at an estimated exposure of approximately $414,700.

31. Using these estimated figures for each of the claims described above, Plaintiffs

predicted the realistic total recovery for the Settlement Class would be approximately $4,067,993.78. The proposed settlement of $2,000,000.00 therefore represents approximately 49% of the reasonably forecasted recovery for the Settlement Class. Preliminary approval is appropriate as the settlement will provide tangible monetary relief to Settlement Class members, and will still provide an average recovery to Settlement Class members of ***over $5,000***.

32. Class Counsel will apply for an attorneys' fees award of 35% of the GSA, which is currently estimated to be $700,000.00, and up to $35,000.00 in verified cost reimbursement. Plaintiffs submit the requested fee is fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a purely contingent fee basis. Class Counsel has incurred substantial attorney fees conducting pre-filing investigation, analyzing Plaintiffs' claims, conducting legal research, drafting pleadings, drafting and serving substantial written discovery, reviewing Defendant's discovery responses and meeting and conferring regarding the same, preparing for and conducting the deposition of Defendant's PMK, reviewing Defendant's data points, drafting and negotiating the *Belaire West* notice, communicating with Plaintiffs, drafting a mediation brief, preparing for and attending mediation, negotiating and revising the long-form settlement agreement, preparing this Motion, and otherwise litigating the case. Class Counsel expect to expend additional attorney time in attending the hearing on this Motion, overseeing the Notice process and fielding questions from Settlement Class Members, preparing the final approval papers, and attending the Final Approval hearing.

33. Plaintiffs have provided written approval of the split of attorneys' fees in this action.

34. Plaintiffs will each seek a service award of $10,000.00 at the time of seeking final approval, and I believe this is reasonable. As will be fully briefed at the time of final approval, Plaintiffs' requested service award is intended to recognize the time and effort Plaintiffs expended on behalf of the Settlement Class, including providing substantial factual information and documents to Class Counsel, attending multiple meetings with Class Counsel to discuss the claims and theories at issue in the litigation, as well as the significant risks Plaintiffs undertook

by agreeing to serve as a named plaintiff in this case, and the fact that Plaintiffs have agreed to a general release of all claims subject to a waiver of Civil Code § 1542. There are no apparent conflicts of interest between Plaintiffs and the Settlement Class they seek to represent.

35. Although the Parties engaged in formal discovery throughout this action, the Parties still had significant formal discovery to complete in formal litigation had the matter not settled. Moreover, Plaintiffs still had to file for class certification and faced the prospect of appeals in the wake of a disputed class certification ruling for Plaintiffs, and/or an adverse summary judgment ruling. Even if the classes sought to be certified by Plaintiffs were in fact certified, the Parties would incur considerably more attorneys' fees and costs through a possible decertification motion, trial, and possible appeal. This Settlement avoids those risks and the accompanying expense.

36. Defendant and defense counsel represent that they do not have any conflicts of interest with the Settlement Administrator, Phoenix Settlement Administrators, nor are they aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. True and correct copies of Defendant's and defense counsel's declarations are attached hereto as **Exhibits 4** and **5**, respectively.

37. I have directed my office to submit a copy of the instant Motion for Preliminary Approval and all supporting documents via the LWDA's website on the same date concurrently herewith and will submit a proof of service evidencing the submission.

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

Executed on October 8, 2026 at El Segundo, California.



Scott M. Lidman

EXHIBIT 1

EXHIBIT 1

LIDMAN LAW
2155 CAMPUS DRIVE, SUITE 150, EL SEGUNDO, CA 90245
OFFICE: (424) 322-4772
FAX: (424) 322-4775

September 28, 2021

VIA LWDA WEBSITE
Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

VIA U.S. CERTIFIED MAIL – RETURN RECEIPT REQUESTED
Gold Point Transportation, Inc.
c/o Richard M. Ruger, Agent for Service of Process
520 South Grand Ave., Ste. 1070
Los Angeles, CA 90071

VIA U.S. CERTIFIED MAIL – RETURN RECEIPT REQUESTED
Gold Point Transportation, Inc.
20250 S. Alameda St.
Rancho Dominguez, CA 90221

Re: *Francisco Hernandez, Luciano Esqueda, Efrain Ibarra, Carlos Lopez and Ramon Alcala Navarro v. Gold Point Transportation, Inc.*

To Whom It May Concern:

Please be advised that this law firm represents Francisco Hernandez, Luciano Esqueda, Efrain Ibarra, Carlos Lopez and Ramon Alcala Navarro (collectively, "Plaintiffs") in claims arising from their employment with Gold Point Transportation, Inc., a California corporation ("Defendant"). Plaintiffs are each an "aggrieved employee" as defined by Labor Code sections 2699, *et seq*. due to Defendant's numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code section 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency ("LWDA") of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, an "aggrieved employee" should be considered to include all current and former drivers working for Defendant in California and whom Defendant classified as independent contractors, at least in part, during the one year immediately preceding the date of this letter through the present date, and continuing through a civil judgment if the LWDA takes no action and Plaintiffs file a civil lawsuit seeking civil penalties.

Defendant is one of the leading drayage carriers (transporter of goods in the shipping and logistics industry) within Southern California. Established in 1996, it has been providing service from the Port of Long Beach and Port of Los Angeles and rails with over 240 trucks/drivers to their customers. Its services areas include all of California, Nevada, Arizona and Utah as well as border crossing services into Mexico.

Mr. Hernandez, a current employee, has been employed by Defendant for approximately eighteen years through the present. During his employment, Mr. Hernandez has been a truck driver performing various job duties, including without limitation, transporting general commodities, containers, chassis, and/or trailers.

Mr. Esqueda, a current employee, has been employed by Defendant for approximately eight years through the present. During his employment, Mr. Esqueda has been a truck driver performing various job duties, including without limitation, transporting general commodities, containers, chassis, and/or trailers.

Mr. Ibarra, a current employee, has been employed by Defendant for approximately eight years through the present. During his employment, Mr. Ibarra has been a truck driver performing various job duties, including without limitation, transporting general commodities, containers, chassis, and/or trailers.

Mr. Lopez, a current employee, has been employed by Defendant from approximately May 15, 2005 through the present. During his employment, Mr. Lopez has been a truck driver performing various job duties, including without limitation, transporting general commodities, containers, chassis, and/or trailers.

Mr. Navarro, a current employee, has been employed by Defendant for approximately five years through the present. During his employment, Mr. Navarro has been a truck driver performing various job duties, including without limitation, transporting general commodities, containers, chassis, and/or trailers.

During their employment, Defendant has unlawfully and willfully misclassified Plaintiffs and the aggrieved employees as independent contractors. Thus, Defendant willfully and wrongfully denied Plaintiffs and the aggrieved employees of their rights to the protections afforded to employees under the California Labor Code and applicable Wage Order of the Industrial Welfare Commission. Indeed, Plaintiffs are informed and believe, and based thereon allege, that, during all relevant times herein mentioned, Defendant knew or should have known that it had a duty to properly classify Plaintiffs and the aggrieved employees as employees, and properly compensate the aggrieved employees, and that Defendant had the financial ability to do so and pay such compensation, but willfully, knowingly, and intentionally failed to do so in order to increase its profits.

Plaintiffs and the aggrieved employees provide trucking/delivery services which are directly part of Defendant's regular business as a transportation/delivery company. The services aggrieved employees provide to Defendant are the kind of work typically done by an employee under the direction of an employer. Defendants maintains the trucks and center of operations at its yards in Wilmington and San Diego, California, which serve as the base of operations for Plaintiffs and the aggrieved employees.

In connection with their employment with Defendant, Plaintiffs would be required to drive to Defendant's yards in Wilmington and or San Diego, California every morning in their personal vehicles to then gain access to the trucks that Defendant required them to purchase and use to perform their job duties. After performing their duties for a particular shift, Plaintiffs would then be required to return the trucks back to Defendant's yards. Indeed, Defendant controlled and directed Plaintiffs and the aggrieved employees in connection with the performance of their work, in terms of when and how to pick up their trucks, when and how to pick up and make deliveries, and how to otherwise perform their job duties.

While unlawfully and willfully misclassified by Defendant as an independent contractor, Plaintiffs were/are paid per load on a flat rate. As a result, Plaintiffs were never separately compensated

for time spent working on tasks unrelated to paid loads, including, without limitation, time spent on pre- and post-trip truck inspections, time spent fueling their trucks, time spent completing paperwork and time spent maintaining/washing their trucks. As a result, Plaintiffs were not paid at least the minimum wage for all hours worked.

As a result of Defendant's failure to pay all minimum wages, Defendant maintained inaccurate payroll records and issued inaccurate wage statements to Plaintiffs. Nevertheless, because Defendant misclassified Plaintiffs as independent contractors, it failed to provide them with any accurate wage statements as required by Labor Code section 226.

Defendant also failed to reimburse Plaintiffs and other aggrieved employees for necessary business expenses incurred throughout the relevant time period. Defendant required their drivers who were misclassified as independent contractors, including Plaintiffs, to pay for, among other things, expenses related to the purchase of Defendant's trucks, insurance fees/costs, equipment repair costs, maintenance, unloaded mileage, tolls, licensing, fuel and taxes. Indeed, Defendant unlawfully deducted some or all of these expenses from the wages owed to Plaintiffs and the other aggrieved employees. Despite these requirements, Defendant did not reimburse Plaintiffs or similarly situated employees for incurring these necessary business expenses in violation of California law.

As described above, Defendant committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 9 ("Wage Order 9"):

Willful Misclassification as Independent Contractors (Labor Code section 226.8)

Labor Code section 226.8(a)(1) makes it unlawful for any person or employer to engage in the willful misclassification of an individual as an independent contractor. Labor Code section 226.8(i)(4) defines "willful misclassification" as "avoiding employee status for an individual by voluntarily and knowingly misclassifying that individual as an independent contractor."

Labor Code section 2750.3 provides the legal framework for determining whether a person providing labor or services for remuneration is an employee or independent contractor. Pursuant to Labor Code section 2750.3:

> "...a person providing labor or services for remuneration shall be considered an employee rather than an independent contractor unless the hiring entity demonstrates that all of the following conditions are satisfied:
>
> (A) The person is free from the control and direction of the hiring entity in connection with the performance of the work, both under the contract for the performance of the work and in fact.
> (B) The person performs work that is outside the usual course of the hiring entity's business.
> (C) The person is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed." (Cal. Labor Code § 2750.3)."

As alleged herein, Defendant exercises a great amount of control over the aggrieved employees in the performance of their work. As a result, Defendant cannot demonstrate that the conditions set

forth in Labor Code section 2750.3(A) are satisfied with respect to the employment of the aggrieved employees.

As alleged herein, the aggrieved employees perform work which is within the Defendant's usual course of business. As a result, Defendant cannot demonstrate that the conditions set forth in Labor Code section 2750.3(B) are satisfied with respect to the employment of the aggrieved employees.

As alleged herein, the aggrieved employees are not customarily engaged in the business of providing delivery services. As a result, Defendant cannot demonstrate that the conditions set forth in Labor Code section 2750.3(C) are satisfied with respect to the employment of the aggrieved employees.

Because Defendant cannot demonstrate that any of the conditions set forth in Labor Code section 2750.3(A-C) are satisfied with respect to the employment of the aggrieved employees, the aggrieved employees should have been properly classified as employees entitled to the protections and benefits of the California Labor Code and applicable IWC Wage Orders.

Pursuant to Labor Code section 226.8(b):

> "If the Labor and Workforce Development Agency or a court issues a determination that a person or employer has engaged in any of the enumerated violations of subdivision (a), the person or employer shall be subject to a civil penalty of not less than five thousand dollars ($5,000) and not more than fifteen thousand dollars ($15,000) for each violation, in addition to any other penalties or fines permitted by law."

Pursuant to Labor Code section 226.8(c):

> "If the Labor and Workforce Development Agency or a court issues a determination that a person or employer has engaged in any of the enumerated violations of subdivision (a) and the person or employer has engaged in or is engaging in a pattern or practice of these violations, the person or employer shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than twenty-five thousand dollars ($25,000) for each violation, in addition to any other penalties or fines permitted by law."

Defendant has engaged, and continues to engage in an unlawful pattern and practice of avoiding employee status for the aggrieved employees by voluntarily, knowingly, and willfully misclassifying those individuals as independent contractors, in violation of Labor Code section 226.8(a)(1).

<u>Unlawful Fees and Deductions (Labor Code section 226.8)</u>

Pursuant to Labor Code section 226.8(a)(2): "It is unlawful for any person or employer to engage in any of the following activities: ...

> (2) Charging an individual who has been willfully misclassified as an independent contractor a fee, or making any deductions from compensation, for any purpose, including for goods, materials, space rental, services, government licenses, repairs, equipment maintenance, or fines arising from the individual's employment where any of the acts described in this paragraph would have violated the law if the individual had not been misclassified." (Cal. Labor Code § 226.8(a))."

Labor Code section 226.8(i)(4) defines "willful misclassification" as "avoiding employee status for an individual by voluntarily and knowingly misclassifying that individual as an independent contractor."

As alleged herein, Defendant exercises a great amount of control over the aggrieved employees in the performance of their work. As a result, Defendant cannot demonstrate that the conditions set forth in Labor Code section 2750.3(A) are satisfied with respect to the employment of the aggrieved employees.

As alleged herein, the aggrieved employees perform work which is within the Defendant's usual course of business. As a result, Defendant cannot demonstrate that the conditions set forth in Labor Code section 2750.3(B) are satisfied with respect to the employment of the aggrieved employees.

As alleged herein, the aggrieved employees are not customarily engaged in the business of providing delivery services. As a result, Defendant cannot demonstrate that the conditions set forth in Labor Code section 2750.3(C) are satisfied with respect to the employment of the aggrieved employees.

Because Defendant cannot demonstrate that any of the conditions set forth in Labor Code section 2750.3(A-C) are satisfied with respect to the employment of the aggrieved employees, the aggrieved employees should have been properly classified as employees entitled to the protections and benefits of the California Labor Code and applicable IWC Wage Orders.

Plaintiffs are informed and believe, and based thereon allege, that Defendant has a policy and practice of charging aggrieved employees unlawful fees and making unlawful deductions from their compensation, in violation of Labor Code section 226.8(a)(2).

Pursuant to Labor Code section 226.8(b):

> "If the Labor and Workforce Development Agency or a court issues a determination that a person or employer has engaged in any of the enumerated violations of subdivision (a), the person or employer shall be subject to a civil penalty of not less than five thousand dollars ($5,000) and not more than fifteen thousand dollars ($15,000) for each violation, in addition to any other penalties or fines permitted by law."

Pursuant to Labor Code section 226.8(c):

> "If the Labor and Workforce Development Agency or a court issues a determination that a person or employer has engaged in any of the enumerated violations of subdivision (a) and the person or employer has engaged in or is engaging in a pattern or practice of these violations, the person or employer shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than twenty-five thousand dollars ($25,000) for each violation, in addition to any other penalties or fines permitted by law."

As alleged herein, Defendant has engaged, and continues to engage in an unlawful pattern and practice of charging unlawful fees and making unlawful deductions from the aggrieved employees' compensation, after voluntarily, knowingly, and willfully misclassifying those individuals as independent contractors, in violation of Labor Code section 226.8(a)(2).

Minimum Wage Violations

Defendant was required to pay Plaintiffs and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. *See* Labor Code §§ 1194; 1194.2, 1197, 1197.1; The Wage Order 9, § 4. Plaintiffs and other aggrieved employees were not paid for all hours worked due to Defendant's practice of paying their employees misclassified as independent contractors on a piece-rate basis, which deprive them of pay for all hours worked. As alleged above, Defendant caused Plaintiffs and other aggrieved employees to work hours in a workweek but did not properly compensate them at least minimum wages for all such hours, due to Defendant's unlawful piece-rate compensation plan. These practices by Defendant resulted in Defendant not paying Plaintiffs for all wages owed for the work he performed, including failing to pay him all required minimum wages.

Failure to Reimburse Business Expenses

Defendant failed to reimburse Plaintiffs and other aggrieved employees for necessary work expenses, including, but not limited to, expenses related to the purchase of Defendant's trucks, insurance fees/costs, equipment repair costs, maintenance, unloaded mileage, tolls, licensing, fuel and taxes. Defendant's policy of not providing reimbursement for necessary work-related expenses is in violation of Wage Order 9 § 9, and Labor Code § 2802 ("An employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.") Plaintiffs and other aggrieve employees are therefore entitled to reimbursement of such unpaid work expenses with interest.

Unlawful Deductions from Wages

Defendant unlawfully deducted from the wages rightfully and lawfully owed to Plaintiffs and other aggrieved employees for various work expenses. Defendant's policy of deducting from wages owed for work-related expenses is in violation of Labor Code § 221. Plaintiffs and other aggrieved employees are therefore entitled to reimbursement of such unlawfully deducted wages.

Wage Statement Violations

Defendant knowingly and intentionally, as a matter of uniform practice and policy, failed to furnish Plaintiffs and other aggrieved employees with accurate and complete, itemized wage statements that included, among other requirements, all minimum wages earned, total gross wages earned, total net wages earned, in violation of Labor Code § 226 *et seq*. Defendant's failure to furnish Plaintiffs and other aggrieved employees with complete and accurate, itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all minimum wages earned, and deprived them of the information necessary to identify discrepancies in Defendant's reported data.

As "aggrieved employees," Plaintiffs will initiate a civil action on behalf of themselves and other aggrieved employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Plaintiffs' own investigation, and on information and belief, Defendant committed the following Labor Code violations:

a) Defendant violated Labor Code §226.8 by engaging in, and continuing to engage in, an unlawful practice of avoiding employee status for the aggrieved employees by

voluntarily, knowingly and willfully misclassifying those individuals as independent contractors;

b) Defendant violated Labor Code §226.8 by engaging, and continuing to engage in, an unlawful pattern and practice of charging unlawful fees and making unlawful deductions from the aggrieved employees' compensation, after voluntarily, knowingly and willfully misclassifying those individuals as independent contractors;

c) Defendant violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay Plaintiffs and other aggrieved employees the statutory minimum wage for all hours worked;

d) Defendant violated Labor Code § 226 by failing to furnish Plaintiffs and other aggrieved employees with accurate and compliant itemized wage statements;

e) Defendant violated Labor Code §§ 204 and 210 by failing to pay Plaintiffs and other aggrieved employees all earned wages at least twice during each calendar month;

f) Defendant violated Labor Code § 1174 by failing to maintain accurate records on behalf of Plaintiffs and other aggrieved employees;

g) Defendant violated Labor Code § 2802 by failing to reimburse Plaintiffs and other aggrieved employees for all necessary expenditures incurred; and

h) Defendant violated Labor Code § 221 by unlawfully deducting from wages owed to Plaintiffs and other aggrieved employees for all certain work-related expenses.

Pursuant to Labor Code section 2699.3(a)(2)(A), please notify us and Defendant if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
LIDMAN LAW, APC

Scott M. Lidman

EXHIBIT 2

EXHIBIT 2

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between plaintiffs Francisco Hernandez, Luciano Esqueda, Carlos Lopez, and Ramon Alcala Navarro("Plaintiffs") and defendant Gold Point Transportation, Inc. ("GOLD POINT"). The Agreement refers to Plaintiffs and GOLD POINT collectively as "Parties," or individually as "Party."

1.DEFINITIONS.

1.1 "Action" means the Plaintiffs' lawsuit alleging wage and hour violations against GOLD POINT captioned *Francisco Hernandez, Luciano Esqueda, Efrain Ibarra, Caros Lopez, Ramon Alcala Navarro, et al. v. Gold Point Transportation, Inc.*, initiated on September 28, 2021 and pending in the Court.

1.2 "Administrator" means Phoenix Class Action Administration Solutions, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4 "Aggrieved Employee" means a person contracted by GOLD POINT in California and classified as an independent contractor driver who operated a truck for GOLD POINT during the PAGA Period.

1.5 "Class" means all persons contracted by GOLD POINT in California and classified as an independent contractor driver who operated a truck for GOLD POINT during the Class Period.

1.6 "Class Counsel" means Scott M. Lidman, Milan Moore, and Tiara Gose-Hardy of Lidman Law, APC and Paul K. Haines of Haines Law Group, APC.

1.7 "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.8 "Class Data" means Class Member identifying information in GOLD POINT's possession including the Class Member's name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

1.9 "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).

1.10 "Address Search" means the Administrator's investigation and search for current Class Member or Aggrieved Employee mailing addresses using all reasonably available sources,

methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members or Aggrieved Employees.

1.11 "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached hereto as Exhibit A and incorporated by reference into this Agreement.

1.12 "Class Period" means the period from September 28, 2017 to December 31, 2022.

1.13 "Class Representatives" means the named plaintiffs Francisco Hernandez, Luciano Esqueda, Carlos Lopez, and Ramon Alcala Navarro in the Action seeking Court approval to serve as class representatives.

1.14 "Class Representative Service Payments" means the payments to the Class Representatives for initiating the Action and providing services in support of the Action.

1.15 "Court" means the Superior Court of California, County of Los Angeles.

1.16 "GOLD POINT" means named Defendant Gold Point Transportation, Inc.

1.17 "Defense Counsel" means Christopher C. McNatt, Jr. of Scopelitis, Garvin, Light, Hanson, & Feary, LLP.

1.18 "Effective Date" means the date on which the Judgment becomes final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.19 "Final Approval" means the Court's order granting final approval of the Settlement.

1.20 "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.21 "Gross Settlement Amount" means Two Million Dollars and Zero Cents ($2,000,000.00) which is the total amount GOLD POINT agrees to pay under the Settlement, except as what may otherwise be required by Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment.

1.22 "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.23 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.24 "Judgment" means the judgment entered by the Court based upon the Final Approval.

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

1.26 "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).

1.27 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.28 "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.29 "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for GOLD POINT for at least one day during the PAGA Period.

1.30 "PAGA Period" means the period from September 28, 2020, to December 31, 2022.

1.31 "PAGA" means the Private Attorneys General Act (Lab. Code, § 2698 et seq.).

1.32 "PAGA Notice" means Plaintiff's September 28, 2021 letter to GOLD POINT and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.33 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees ($25,000.00) and 75% to the LWDA ($75,000.00) in settlement of PAGA claims.

1.34 "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.35 "Plaintiffs" mean Francisco Hernandez, Luciano Esqueda, Carlos Lopez, and Ramon Alcala Navarro, the named plaintiffs in the Action.

1.36 "Preliminary Approval" means the Court's order granting preliminary approval of the Settlement.

1.37 "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.

1.38 "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.

1.39 "Released Parties" means GOLD POINT and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and/or affiliates.

1.40 "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.41 "Response Deadline" means 60 days after the Administrator mails the Class Notice and shall be the last date on which Class Members may: (a) fax, email or mail Requests for Exclusion, (b) fax, email or mail objections to the Settlement, or (c) fax, email or mail a challenge to the number of Workweeks allocated to the Class Member in the Class Notice. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have their deadline extended an additional 14 calendar days beyond the Response Deadline.

1.42 "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.43 "Workweek" means any week during which a Class Member worked for GOLD POINT for at least one day, during the Class Period.

2 **RECITALS.**

2.1 On September 28, 2021, Plaintiffs commenced this Action by filing a complaint alleging causes of action against GOLD POINT for (1) failure to pay all minimum wages owed; (2) failure to provide accurate, itemized wage statements; (3) failure to reimburse necessary business expenses; (4) unlawful deductions from wages; and (5) unfair competition. Plaintiffs amended their complaint several times, and their Second Amended Complaint is the operative complaint in the Action (the "Operative Complaint").] Specifically, on April 17, 2024, Plaintiff filed a Second Amended Complaint alleging causes of action against GOLD POINT for (1) failure to pay all minimum wages owed; (2) failure to provide accurate, itemized wage statements; (3) failure to reimburse necessary business expenses; (4) unlawful deductions from wages; (5) failure to pay all wages owed upon termination, (6) unfair competition, and (7) civil penalties under the Labor Code Private Attorneys General Act of 2004 (Labor Code § 2698 *et seq.*). GOLD POINT denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiffs gave timely written notice to GOLD POINT and the LWDA by sending the PAGA Notice.

2.3 On November 4, 2025, the Parties participated in an all-day mediation presided over by Kevin T. Barnes, Esq. which, after several months of follow-up settlement discussions, led to this Agreement.

2.4 Before mediation, Plaintiffs obtained, through formal discovery, including a deposition of GOLD POINT's PMQ, multiple sets of Request for Admission, Request for Production of Documents, Special Interrogatories, and Form Interrogatories-General, and also further informal discovery prior to mediation regarding the class and PAGA metrics. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48

Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.5 The Court has not granted class certification, nor have Plaintiffs filed a Motion for Class Certification.

2.6 The Parties, Class Counsel and Defense Counsel represent they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3 . **MONETARY TERMS.**

3.1 Gross Settlement Amount. GOLD POINT promises to pay Two Million Dollars and Zero Cents ($2,000.000.00)and no more as the Gross Settlement Amount, except as what otherwise may be required pursuant to Paragraph 8 below. GOLD POINT has no obligation to pay the Gross Settlement Amount before the deadline stated in Paragraph 4.2. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to GOLD POINT.

3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1 To Plaintiffs: Class Representative Service Payments of not more than $10,000.00 to each Class Representative (for a total of $40,000.00) (in addition to any Individual Class Payment and any Individual PAGA Payment) the Class Representatives are entitled to receive as Participating Class Members). GOLD POINT will not oppose Plaintiffs' request for the Class Representative Service Payments that do not exceed this amount. As part of the Motion for Final Approval, Plaintiffs will seek Court approval for any Class Representative Service Payments. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for any taxes owed on the Class Representative Service Payments.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than 35%, which is currently estimated to be $700,000.00, and a Class Counsel Litigation Expenses Payment of not more than $35,000.00. GOLD POINT will not oppose requests for these payments provided they do not exceed these amounts. As part of the Motion for Final Approval, Plaintiffs and/or Class Counsel may seek Court approval of a Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. In support of the Class Counsel Litigation Expenses Payment, Class Counsel must submit a cost ledger listing each expense incurred during the Action. If the Court approves a Class Counsel Fees Payment or a Class Counsel Litigation Expenses Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other

Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds GOLD POINT harmless, and indemnifies GOLD POINT, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.3 To the Administrator: An Administration Expenses Payment not to exceed $7,950.00 except for a showing of good cause and as approved by the Court. To the extent the administration expenses are less than or the Court approves payment less than $7,950.00 , the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To Each Participating Class Member: An Individual Class Payment, which the Administrator shall calculate by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1 Tax Allocation of Individual Class Payments. 100% of each Participating Class Member's Individual Class Payment will be allocated to settlement of all claims in this Action. Each Participating Class Member's Individual Class Payment is not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any taxes owed on their Individual Class Payment.

3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $100,000.00 to be paid from the Gross Settlement Amount, with 75% ($75,000.00) allocated to the LWDA PAGA Payment and 25%/ ($25,000.00) allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25%share of PAGA Penalties ($25,000.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Size Estimates. Based on a review of its records to date, GOLD POINT estimates there are 205 Class Members who collectively worked 23,234 Workweeks during the Class Period, and 116 Aggrieved Employees who worked a total 7,389 of PAGA Pay Periods during the PAGA Period.

4.2 Funding of Gross Settlement Amount. GOLD POINT shall fully fund the Gross Settlement Amount, by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

4.3 Payments from the Gross Settlement Amount. Within 14 days after GOLD POINT funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payments shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.3.1 The Administrator will issue checks for the Individual Class Payments and Individual PAGA Payments and send them to the Class Members and Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members who are also Aggrieved Employees a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.3.2 The Administrator must conduct an Address Search for all Class Members and Aggrieved Employees whose checks are returned undelivered without a United States Postal Service ("USPS") forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail the check to the USPS forwarding address provided or to an address ascertained through the Address Search. The Administrator need not take further steps to deliver checks to Class Members or Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member or Aggrieved Employee whose original check was lost or misplaced, as requested by the Class Member or Aggrieved Employee before the void date.

4.3.3 For any Class Member whose Individual Class Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such a check to the California Controller's Unclaimed Property Fund in the name of the Class Member.

4.3.4 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such check to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subdivision (b).

4.3.5 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate GOLD POINT to confer any additional benefits or make any additional payments to Class Members or Aggrieved Employees (such as bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when GOLD POINT fully funds the entire Gross Settlement Amount Plaintiffs, Class Members, Aggrieved Employees, and Class Counsel will release claims against all Released Parties as follows:

5.1 Plaintiffs' Release. Plaintiffs and Plaintiffs' respective former and present representatives, agents, attorneys, administrators, successors and assigns, release and discharge Released Parties from all claims, transactions or occurrences that occurred during the Class Period, including, but not limited to:

all claims that were, or reasonably could have been, alleged based on the facts contained in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint and Plaintiffs' PAGA Notice. ("Plaintiffs' Release.") Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledges that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.1.1 Plaintiffs' Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the Civil Code, which reads:

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.

5.2 Release by Participating Class Members:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint that are alleged to have occurred during the Class Period including all claims for (1) failure to pay all minimum wages owed; (2) failure to provide accurate, itemized wage statements; (3) failure to

reimburse necessary business expenses; (4) unlawful deductions from wages; (5) failure to pay all wages owed upon termination, and (6) unfair competition based on the claims above. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, or workers' compensation or claims based on events occurring outside the Class Period.

5.3 Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, the Released Parties from all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint that are alleged to have occurred during the PAGA Period and the PAGA Notice.

6. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1 GOLD POINT's Declaration in Support of Preliminary Approval. Within 15 days of the full execution of this Agreement, GOLD POINT will prepare and deliver to Class Counsel a signed declaration from GOLD POINT and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and Cy Pres Recipient (if applicable). In their declarations, Defense Counsel and GOLD POINT shall aver whether they are aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice and memorandum in support of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code section 2699, subdivision (f)(2); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members and/or the proposed Cy Pres Recipient; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, the Administrator, and/or the proposed Cy Pres Recipient, if applicable; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; and its timely transmission to the LWDA of all necessary PAGA documents (PAGA Notice (Lab. Code, § 2699.3, subd. (a)), Operative Complaint (Lab. Code, § 2699, subd. (l)(1)), and the Agreement (Lab. Code, § 2699, subd. (l)(2)); (vii) a redlined version of the Agreement showing all modifications made to the Los Angeles Superior Court's Model Agreement; and (viii) all facts relevant to any actual or potential

conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient, if applicable. In their declarations, Plaintiffs and Class Counsel shall aver whether they are aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 45 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together by meeting in person or by telephone and in good faith to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Phoenix Class Action Administration Solutions to serve as the Administrator and verified that, as a condition of appointment, Phoenix Class Action Administration Solutions agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of providing reports to state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under US Treasury Regulation section 468B-1.

7.4 Notice to Class Members.

7.4.1 Not later than 15 days after the Court grants Preliminary Approval, GOLD POINT will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to effect and perform under this Agreement. GOLD POINT has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated

Class Data as soon as reasonably feasible. Without any extension of the deadline by which GOLD POINT must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks and PAGA Pay Periods in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice with Spanish translation, if applicable substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and Individual PAGA Payment (if applicable) payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3 Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadline for Class Members' written objections, challenges to Workweeks, and Requests for Exclusion will be extended for Class Members whose notices are re-mailed. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have their deadline extended an additional 14 calendar days beyond the Response Deadline. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, GOLD POINT or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request

for Exclusion not later than the Response Deadline. A Request for Exclusion is a letter from a Class Member or the Class Member's representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge, except by Order of the Court. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge, except by Order of the Court.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Release under Paragraph 5.2 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline to challenge the number of Workweeks allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges to the number of Workweeks. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct if they are consistent with the Class Data. The Administrator's determination of allocations of Workweeks is final and not appealable or otherwise susceptible to challenge, except by Order of the Court. The Administrator shall promptly provide to Defense Counsel and Class Counsel copies of all challenges to calculation of Workweeks and the Administrator's determination of the challenges.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and this Agreement, including contesting the fairness of the Settlement and the amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administration Expenses Payment, and Class Representative Service Payments.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email or mail no later than the Response Deadline. Participating Class Members may in addition or alternatively appear in Court (or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing.

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8 Administrator Duties. The Administrator has a duty to perform all tasks to be performed by the Administrator set forth in this Agreement or otherwise.

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish, maintain, and use a website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Final Approval, and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion submitted (whether valid or invalid).

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4 Administrator's Declaration. Not later than 14 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration

suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion it received (both valid or invalid), and the number of written objections. The declaration shall attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.5 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE:** Based on its records, GOLD POINT estimates that there are approximately 205 Class Members who worked a total of 23,234 Workweeks during the Class period. If the actual number of Workweeks worked during the Class Period is more than ten percent (10%) greater than this figure (i.e., there are more than 25,558 Workweeks worked by the Class Members during the Class Period), Defendant will increase the Gross Settlement Amount by the same percent increase to the number of Workweeks (i.e., if there was an 11% increase in the number of Workweeks during the Class Period, Defendant would agree to increase the Gross Settlement Amount by 1%).

9. **GOLD POINT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 15% of the total of all Class Members, based on the number of Workweeks, GOLD POINT may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if GOLD POINT withdraws, the Settlement shall be void ab initio and have no force or effect whatsoever, and neither Party will have any further obligation to perform under this Agreement; provided, however, GOLD POINT will remain responsible for paying all Settlement Administration Expenses incurred to that point. GOLD POINT must notify Class Counsel and the Court of its election to withdraw not later than seven days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval that includes a request for approval of the PAGA settlement under Labor Code section 2699, subdivision (l), a proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than seven days before filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later that five court days before the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement or Judgment, (ii) addressing settlement administration matters and (iii) addressing such post-Judgment matters as are permitted by law.

10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, the Parties, their respective counsel and all Participating Class Members who did not object to the Settlement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the Net Settlement Amount.

10.5 Appellate Court Orders to Vacate, Reverse or Materially Modify Judgment. If the appellate court vacates, reverses or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional administration expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

12.1 No Admission of Liability. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by GOLD POINT that any of the allegations in the Operative Complaint have merit or that GOLD POINT has any liability for any claims asserted; nor is it intended or should be construed as an admission by Plaintiffs that GOLD POINT's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If for any reason the Court does not grant Preliminary Approval, grant Final Approval, or enter Judgment, GOLD POINT reserves the right to contest certification of any class for any reason, GOLD POINT reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest GOLD POINT's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2 Confidentiality Before Preliminary Approval. Plaintiffs, Class Counsel, GOLD POINT and Defense Counsel separately agree that, until the Motion for Preliminary Approval is filed, they and each of them will not disclose, disseminate, publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency or other entity except: (1) to the Parties' attorneys, accountants or spouses, all of whom will be instructed to keep this Agreement confidential; (2) to counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, GOLD POINT and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party.

12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and GOLD POINT, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts in good faith to implement the Settlement by, among other things, modifying the Settlement Agreement and submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator or the Court for resolution.

12.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.

12.8 No Tax Advice. Neither Plaintiffs, Class Counsel, GOLD POINT nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

12.9 Enforcement. In the event of any dispute arising out of the interpretation, performance, or breach of any provision of this Settlement Agreement, the prevailing party in such dispute(s) shall be entitled to recover his, their and/or its reasonable attorneys' fees and costs incurred arising from such dispute.

12.10 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all Parties or their representatives and approved by the Court.

12.11 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

12.12 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without regard to conflict of law principles.

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

12.14 Confidentiality. To the extent permitted by law, all agreements made and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

12.15 Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by GOLD POINT in connection with the mediation, other settlement negotiations, or the Settlement, may be used only with respect to this Settlement and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or the California Rules of Court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from GOLD POINT unless, before the Court's discharge of the Administrator's obligation, GOLD POINT makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.

12.16 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

12.17 Calendar Days. Unless otherwise noted, all references to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

12.18 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

Scott M. Lidman, Esq.
slidman@lidmanlaw.com
LIDMAN LAW, APC
2155 Campus Drive, Suite 150
El Segundo, California 90245

and

Paul K. Haines, Esq.
phaines@haineslawgroup.com
HAINES LAW GROUP, APC
2155 Campus Drive, Suite 180
El Segundo, California 90245

To GOLD POINT:

Christopher C. McNatt, Jr., Esq.
cmcnatt@scopelitis.com
SCOPELITIS, GARVIN, LIGHT, HANSON & FEARY, LLP
2 North Lake Avenue, Suite 560
Pasadena, California 91101

12.19 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.20 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

DATED: July 27, 2026

DEFENDANT GOLD POINT TRANSPORTATION, INC.

By: JAMES CHUNG
Its: CFO

DATED: 08/20/2026

PLAINTIFF FRANCISCO HERNANDEZ

By: _____

Plaintiff and Settlement Class Representative

DATED: 08/22/2026

PLAINTIFF LUCIANO ESQUEDA

By: _____

Plaintiff and Settlement Class Representative

DATED: 08/25/2026

PLAINTIFF CARLOS LOPEZ

By: Carlos Lopez

Plaintiff and Settlement Class Representative

DATED:

PLAINTIFF RAMON ALCALA NAVARRO

By: _____

Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED: August 13, 2026

SCOPELITIS, GARVIN, LIGHT, HANSON & FEARY, LLP

_____

Christopher C. McNatt, Jr.
Attorneys for Defendant

DATED:

LIDMAN LAW, APC

By: _____

Scott M. Lidman
Attorneys for Plaintiffs

DATED:

HAINES LAW GROUP, APC

By: _____

Paul K. Haines
Attorneys for Plaintiffs

DATED:

PLAINTIFF CARLOS LOPEZ

By:_____

Plaintiff and Settlement Class Representative

DATED: 08/22/2026

PLAINTIFF RAMON ALCALA NAVARRO

By: Ramon Alcala Navarro

Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED: August 13, 2026

SCOPELITIS, GARVIN, LIGHT, HANSON & FEARY, LLP

Christopher C. McNatt, Jr.
Attorneys for Defendant

DATED: August 22, 2026

LIDMAN LAW, APC

By: Scott M. Lidman
Attorneys for Plaintiffs

DATED: August 22, 2026

HAINES LAW GROUP, APC

By: Paul K. Haines
Attorneys for Plaintiffs

EXHIBIT A

EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

[*Francisco Hernandez, Luciano Esqueda, Efrain Ibarra, Carlos Lopez, and Ramon Alcala Navarro, et al. vs. Gold Point Transportation, Inc.*, Los Angeles County, California Superior Court, Case No. 21STCV35686]

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

You may be eligible to receive money from an employee class action lawsuit ("Action") against Gold Point Transportation, Inc. ("GOLD POINT") for alleged California labor law violations. The Action was filed by former GOLD POINT drivers, Francisco Hernandez, Luciano Esqueda, Carlos Lopez, and Ramon Alcala Navarro whom GOLD POINT classified as independent contractors. ("Plaintiffs") and seeks payment of (1) unpaid compensation and other relief for a class of drivers classified by GOLD POINT as independent contractors ("Class Members") who operated a truck for GOLD POINT during the Class Period from September 28, 2017 to December 31, 2022; and (2) penalties under the California Private Attorney General Act ("PAGA") for all drivers classified by GOLD POINT as independent contractors who operated a truck for GOLD POINT during the PAGA Period from September 28, 2020, to December 31, 2022 ("Aggrieved Employees").

The proposed settlement has two main parts: (1) a class settlement requiring GOLD POINT to fund individual class payments, and (2) a PAGA settlement requiring GOLD POINT to fund individual PAGA payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on GOLD POINT's records, and the parties' current assumptions, **your individual class payment is estimated to be $___ and your individual PAGA payment is estimated to be $____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your individual PAGA payment, then according to GOLD POINT's records you are not eligible for an individual PAGA payment under the settlement because you didn't work during the PAGA Period.)

The above estimates are based on GOLD POINT's records showing that **you worked ____workweeks** during the Class Period and **you worked ___ pay periods** during the PAGA Period. If you believe that you worked more work weeks during the Class Period or more pay periods during the PAGA Period, you can submit a challenge by the deadline date. See Section IV of this Notice.

The Court has already preliminarily approved the proposed settlement and approved this notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this notice carefully. You will be deemed to have carefully read and understood it. At the final approval hearing, the Court will decide whether to finally approve the settlement and

how much of the settlement will be paid to Plaintiffs and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires GOLD POINT to make payments under the settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against GOLD POINT.
If you worked for GOLD POINT during the Class Period and/or the PAGA Period, you have two basic options under the settlement:

(1) **Do Nothing**. You don't have to do anything to participate in the proposed settlement and be eligible for an individual class payment and/or an individual PAGA payment. As a participating class member, though, you will give up your right to assert Class Period compensation, reimbursement and related claims against GOLD POINT.

(2) **Opt-Out of the Class Settlement**. You can exclude yourself from the class settlement (opt-out) by submitting the written request for exclusion or otherwise notifying the Administrator in writing. If you opt-out of the settlement, you will not receive an individual class payment. You will, however, preserve your right to personally pursue Class Period compensation, reimbursement and related claims against GOLD POINT, and, if you are an Aggrieved Employee, remain eligible for an individual PAGA payment. You cannot opt-out of the PAGA portion of the proposed settlement.

GOLD POINT will not retaliate against you for any actions you take with respect to the proposed settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an individual class payment and an individual PAGA payment (if any). In exchange, you will give up your right to assert the compensation, reimbursement and related claims against GOLD POINT that are covered by this settlement ("Released Claims").
You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is** ____	If you don't want to fully participate in the proposed settlement, you can opt-out of the class settlement by sending the Administrator a written request for exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an individual class payment. Non-Participating Class Members cannot object to any portion of the proposed settlement. See Section VI of this notice. You cannot opt-out of the PAGA portion of the proposed settlement. GOLD POINT must pay individual PAGA payments to all Aggrieved Employees, and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed settlement. The Court's decision whether to finally approve the settlement will include a determination of how much will be paid to Class

Written Objections Must be Submitted by _____	Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section VII of this notice.
You Can Participate in the _____ Final Approval Hearing	The Court's final approval hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the settlement at the final approval hearing. See Section VIII of this notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your individual class payment and individual PAGA payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many pay periods you worked at least one day during the PAGA Period, respectively. The number of Class Period workweeks and number of PAGA Period pay periods you worked according to GOLD POINT's records is stated on the first page of this notice. If you disagree with the number of Class Period workweeks, you must challenge it by _____. See Section IV of this notice.

I. WHAT IS THE ACTION ABOUT?

Plaintiffs are former GOLD POINT drivers classified by GOLD POINT as independent contractors. The Action accuses GOLD POINT of violating California labor laws by failing to pay minimum wages, wages due upon termination, and reimbursable expenses, failing to provide accurate itemized wage statements, unlawfully making deductions from wages, and failing to pay all wages upon termination of employment. Based on the same claims, Plaintiffs have also asserted an unfair competition claim and a claim for civil penalties under the California Private Attorneys General Act (Lab. Code, § 2698, *et seq.*). Plaintiffs are represented by attorneys in the Action: Scott M. Lidman, Milan Moore, and Tiara Gose-Hardy of Lidman Law, APC, and Paul K. Haines of Haines Law Group, APC.
GOLD POINT strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

II. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far the Court has made no determination whether GOLD POINT or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and GOLD POINT hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a

settlement agreement and agreeing to ask the Court to enter a judgment ending the Action, Plaintiffs and GOLD POINT have negotiated a proposed settlement that is subject to the Court's final approval. Both sides agree the proposed settlement is a compromise of disputed claims. By agreeing to settle, GOLD POINT does not admit any violations or concede the merit of any claims. Plaintiffs and Class Counsel strongly believe the settlement is a good deal for you because they believe that: (1) GOLD POINT has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine final approval.

III. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. GOLD POINT Will Pay $2,000,000.00 as the Gross Settlement Amount ("Gross Settlement"). GOLD POINT has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the settlement. The Administrator will use the Gross Settlement to pay the individual class payments, individual PAGA payments, class representative service payments, Class Counsel's attorneys' fees and expenses, the Administrator's expenses, and penalties to be paid to the LWDA. Assuming the Court grants final approval, GOLD POINT will fund the Gross Settlement not more than 14 days after the judgment entered by the Court becomes final. The judgment will be final on the date the Court enters judgment, or a later date if one or more Participating Class Members object to the proposed settlement or the judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the final approval hearing, Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court:

   A. Up to $ 700,000.00 (35 % of the Gross Settlement) to Class Counsel for attorneys' fees and up to $35,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

   B. Up to $10,000.00 to each Plaintiff as class representative awards (for a total of $40,000.00) for filing the Action, working with Class Counsel and representing the Class. Class representative awards will be the only monies Plaintiffs will receive under this settlement other than Plaintiffs' individual class payments and any individual PAGA payments.

   C. Up to $7,950.00 to the Administrator for services administering the settlement.

   D. Up to $100,000.00 for PAGA penalties, allocated 75% to the LWDA and 25%/ to individual PAGA payments to Aggrieved Employees based on their pay periods during the PAGA Period.

Participating Class Members have the right to object to any of these deductions except the PAGA penalties. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making individual class payments to Participating Class Members based on their Class Period workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiffs and GOLD POINT are asking the Court to approve that 100% of each Participating Class Member's Individual Class Payment will be allocated to settlement of all claims. Each Participating Class Member's Individual Class Payment is not subject to wage withholdings and will be reported on IRS 1099 Forms. The individual PAGA payments are counted as penalties rather than wages for tax purposes. The Administrator will report the individual PAGA payments on IRS 1099 Forms.

Although Plaintiffs and GOLD POINT have agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for individual class payments and individual PAGA payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller's Unclaimed Property Fund, you should consult the rules of the fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the class settlement, unless you notify the Administrator in writing, not later than ___, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed request for exclusion by the ___ response deadline. The request for exclusion should be a letter from the Class Member or Class Member's representative setting forth the Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the settlement. Class Members who opt out will not receive individual class payments, but will preserve their rights to personally pursue wage and hour claims against GOLD POINT.

You cannot opt-out of the PAGA portion of the settlement. Class Members who opt out of the class settlement remain eligible for individual PAGA payments and are required to give up their right to assert PAGA claims against GOLD POINT based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will not grant final approval of the settlement or not enter a judgment. It is also possible the Court will enter a judgment that is reversed on appeal. Plaintiffs and GOLD POINT have agreed that, in either case, the settlement will be void, GOLD POINT will not pay any money, and Class Members will not release any claims against GOLD POINT.

8. Administrator. The Court has appointed a neutral company, Phoenix Class Action Administration Solutions (the "Administrator") to send this notice, calculate and make payments, and process Class Members' requests for exclusion. The Administrator will also decide Class Member challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the settlement. The Administrator's contact information is contained in Section IX of this notice.

9. Participating Class Members' Release. After the Judgment is final and GOLD POINT has fully funded the Gross Settlement, Participating Class Members will be legally barred from asserting any of the claims released under the settlement. This means that unless you opted out by validly excluding yourself from the class settlement, you cannot sue, continue to sue or be part of any other lawsuit against GOLD POINT or related entities for compensation based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this settlement.

Specifically, the Participating Class Members will be bound by the following release:

> All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint that are alleged to have occurred during the Class Period, including claims for: (1) failure to pay all minimum wages owed; (2) failure to provide accurate, itemized wage statements; (3) failure to reimburse necessary business expenses; (4) unlawful deductions from wages; (5) failure to pay all wages owed upon termination, and (6) unfair competition based on the claims above. Except as set forth in Section 5.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on events occurring outside the Class Period.

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

Specifically, the Aggrieved Employees' Release is as follows:

> All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint that are alleged to have occurred during the PAGA Period and the PAGA Notice including any PAGA-based penalty claims for: (1) failure to pay all minimum wages owed; (2) failure to provide accurate, itemized wage statements; (3) failure to reimburse necessary business expenses; (4) unlawful deductions from wages; and (5) failure to pay all wages owed upon termination.

IV. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate individual class payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate individual PAGA payments by (a) dividing $25,000.00 by the total number of PAGA Period pay periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period pay periods worked by each individual Aggrieved Employee.

3. Workweek Challenges. The number of Workweeks you worked during the Class Period, as recorded in GOLD POINT's records, is stated in the first page of this notice. You have until _____ to challenge the number of Workweeks credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section IX of this notice has the Administrator's contact information. You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept GOLD POINT's calculation of Workweeks based on GOLD POINT's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and GOLD POINT's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision. _

V. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the individual class payment and the individual PAGA payment (if any).

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single individual PAGA payment check to every Aggrieved Employee who opts out of the class settlement.

Your check will be sent to the same address as this notice. If you change your address, be sure to notify the Administrator as soon as possible. Section IX of this notice has the Administrator's contact information.

VI. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

To opt out of the class action settlement, submit a written and signed letter with your name, present address, telephone number and a simple statement that you do not want to participate in the settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Francisco Hernandez,et al. vs. Gold Point Transportation, Inc.*, Los Angeles County, California Superior Court, Case No. 21STCV35686, and include your identifying information (full name, address, telephone number, approximate dates of employment and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **You must send your request to be excluded to the Administrator by _____, or it will be invalid.** Section IX of the notice has the Administrator's contact information.

VII. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the settlement. Before deciding whether to object, you may wish to see what Plaintiffs and GOLD POINT are asking the Court to approve. At least sixteen (16) days before the [DATE] final approval hearing, Class Counsel and/or Plaintiffs will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed settlement is fair and states (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as class representative service payments. Upon reasonable request, Class Counsel (whose contact information is in Section IX of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's website, https://www.phoenixclassaction.com/contact-us/class-member-inquiries/ or the Court's website https://www.lacourt.ca.gov/home.

A Participating Class Member who disagrees with any aspect of the settlement or the Motion for Final Approval may wish to object, for example, that the proposed settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is ____**. Be sure to tell the Administrator what you object to, why you object and any facts that support your objection. Make sure you identify the Action *Francisco Hernandez, et al. vs. Gold Point Transportation, Inc.*, Los Angeles County, California Superior Court, Case No. 21STCV35686 and include your name, current address, telephone number and approximate dates of employment for GOLD POINT and sign the objection. Section IX of this notice has the Administrator's contact information.

Additionally, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the final approval hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section VIII of this notice (immediately below) for specifics regarding the final approval hearing.

VIII. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the final approval hearing on [DATE] at [TIME] in Department 10 of the Superior Court of Los Angeles County, located at 312 North Spring Street, Los Angeles, CA 90012. At the hearing, the judge will decide whether to grant final approval of the settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff and the Administrator. The Court will invite comment from objectors, Class Counsel and defense counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (https://www.lacourt.org/lacc/). Check the Court's website for the most current information.

It's possible the Court will reschedule the final approval hearing. You should check the Administrator's website https://www.phoenixclassaction.com/contact-us/class-member-inquiries/ beforehand or contact Class Counsel to verify the date and time of the final approval hearing.

IX. HOW CAN I GET MORE INFORMATION?

The settlement agreement sets forth everything GOLD POINT and Plaintiffs have promised to do under the proposed settlement. The easiest way to read the settlement agreement, the judgment or any other settlement documents is to go to the Court website at https://www.lacourt.ca.gov/home. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access) and entering the Case Number for the Action, Case No. 21STCV35686. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT

Class Counsel:
Name of Attorney: Scott M. Lidman, Milan Moore and Tiara Gose-Hardy
Email Address: slidman@lidmanlaw.com; mmoore@lidmanlaw.com; tgose@lidmanlaw.com
Name of Firm: Lidman Law, APC
Mailing Address: 2155 Campus Drive, Suite 150, El Segundo, California 90245
Telephone: (424) 322-4772

Name of Attorney: Paul K. Haines
Email Address: phaines@haineslawgroup.com
Name of Firm: Haines Law Group, APC
Mailing Address: 2155 Campus Drive, Suite 180, El Segundo, California 90245
Telephone: (424) 292-2350

Settlement Administrator:
Name of Company: Phoenix Class Action Administrations Solutions
Email Address: info@phoenixclassaction.com

Mailing Address:
Telephone: 1-888-723-0058
Fax Number: [redacted]

X. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

XI. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address: https://www.phoenixclassaction.com/contact-us/.

4930-1151-1996, v. 1

EXHIBIT 3

EXHIBIT 3

[MODEL]

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE[1]

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between plaintiff _____ ("Plaintiff"plaintiffs Francisco Hernandez, Luciano Esqueda, Carlos Lopez, and Ramon Alcala Navarro("Plaintiffs") and defendant XYZ _____ ("XYZ").Gold Point Transportation, Inc. ("GOLD POINT"). The Agreement refers to PlaintiffPlaintiffs and XYZGOLD POINT collectively as "Parties," or individually as "Party."

1. 1.DEFINITIONS.

1.1.1.1 "Action" means the Plaintiff'sPlaintiffs' lawsuit alleging wage and hour violations against XYZGOLD POINT captioned _____*Francisco Hernandez, Luciano Esqueda, Efrain Ibarra, Caros Lopez, Ramon Alcala Navarro, et al. v. Gold Point Transportation, Inc.*, initiated on ___September 28, 2021 and pending in Superiorthe Court of the State of California, County of Los Angeles..

1.2.1.2 "Administrator" means _____Phoenix Class Action Administration Solutions, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.4.1.3 _____"Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.5.1.4 _____"Aggrieved Employee" means [e.g., a person employedcontracted by XYZGOLD POINT in California and classified as a ___an independent contractor driver who workedoperated a truck for XYZGOLD POINT during the PAGA Period].

1.6.1.5 "Class" means [define class e.g., all persons employedcontracted by XYZGOLD POINT in California and classified as _____an independent contractor driver who workedoperated a truck for XYZGOLD POINT during the Class Period].

1.7.1.6 "Class Counsel" means _____.Scott M. Lidman, Milan Moore, and Tiara Gose-Hardy of Lidman Law, APC and Paul K. Haines of Haines Law Group, APC.

1.9.1.7 "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

~~1.10.~~1.8 "Class Data" means Class Member identifying information in ~~XYZ's~~GOLD POINT's possession including the Class Member's name, last-known mailing address, Social Security number, ~~,~~ and number of Class Period Workweeks and PAGA Pay Periods.

~~1.12.~~1.9 "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).

~~1.13. "Class Member "~~Address Search" means the Administrator's investigation and search for current Class Member or Aggrieved Employee mailing addresses using all reasonably available

1.10 sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members. or Aggrieved Employees.

1.14.1.11 "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached hereto as Exhibit A and incorporated by reference into this Agreement.

mailed to Class Members in English [with a Spanish translation, if applicable] in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.15.1.12 "Class Period" means the period from to .iiSeptember 28, 2017 to December 31, 2022.

1.16.1.13 "Class RepresentativeRepresentatives" means the named Plaintiff in the operative complaintplaintiffs Francisco Hernandez, Luciano Esqueda, Carlos Lopez, and Ramon Alcala Navarro in the Action seeking Court approval to serve as a Class Representative.class representatives.

1.17.1.14 "Class Representative Service PaymentPayments" means the paymentpayments to the Class RepresentativeRepresentatives for initiating the Action and providing services in support of the Action.

1.18.1.15 "Court" means the Superior Court of California, County of Los Angeles.

1.19.1.16 "XYZGOLD POINT" means named Defendant .Gold Point Transportation, Inc.

1.20.1.17 "Defense Counsel" means Christopher C. McNatt, Jr. of Scopelitis, Garvin, Light, Hanson, & Feary, LLP.

1.21. "Effective Date" means the date by when both of the following have occurred:

1.18 (a) the Court enters a on which the Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment isbecomes final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.22.1.19 "Final Approval" means the Court's order granting final approval of the Settlement.

1.23.1.20 "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.24. "Final Judgment" means the Judgment Entered by the Court upon

~~Granting Final Approval of the Settlement.~~

~~1.25.~~ "Gross Settlement Amount" means ~~$~~ Two Million Dollars and Zero Cents ($2,000,000.00) which is the total amount ~~XYZ~~GOLD POINT agrees to pay under the Settlement, except as ~~provided in~~ what may otherwise be required by Paragraph ~~9~~8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual

1.21 PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and the Administrator's Administration Expenses. Payment.

1.26.1.22 "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.27.1.23 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of WorkweeksPAGA Pay Periods worked during the PAGA Period.

1.28.1.24 "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.29.1.25 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.30.1.26 "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd.subdivision (i).

1.31.1.27 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.32.1.28 "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.33.1.29 "PAGA Pay Period" means any Pay Periodpay period during which an Aggrieved Employee worked for XYZGOLD POINT for at least one day during the PAGA Period.

1.34.1.30 "PAGA Period" means the period from ———September 28, 2020, to ——.iiiDecember 31, 2022.

1.35.1.31 "PAGA" means the Private Attorneys General Act (LaborLab. Code §§, § 2698. et seq.).

1.36.1.32 "PAGA Notice" means Plaintiff's ——September 28, 2021 letter to XYZGOLD POINT and the LWDA [and Plaintiff's — letter to XYZ and the LWDA] providing notice pursuant to Labor Code section 2699.3, subd.(subdivision (a).

1.37.1.33 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees ($25,000.00) and 75% to the LWDA ($75,000.00) in settlement of PAGA claims.

(_____) and the 75% to LWDA (_____) in settlement of PAGA claims.

~~1.38.~~1.34 "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

~~1.39.~~1.35 ~~"Plaintiff" means~~ "Plaintiffs" mean Francisco Hernandez, Luciano Esqueda, Carlos Lopez, and Ramon Alcala Navarro, the named ~~plaintiff~~plaintiffs in the Action.

~~1.40.~~1.36 "Preliminary Approval" means the Court's ~~Order Granting Preliminary Approval~~order granting preliminary approval of the Settlement.

~~1.41. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.~~

~~1.42.~~1.37 "Released Class Claims" means the claims being released as described in Paragraph ~~6~~5.2 below.

~~1.43.~~1.38 "Released PAGA Claims" means the claims being released as described in Paragraph ~~6.2~~5.3 below.

~~1.44.~~1.39 "Released Parties" means~~: XYZ~~ GOLD POINT and each of its former and present directors, officers, shareholders, owners, ~~[members],~~ attorneys, insurers, predecessors, successors, assigns ~~[~~, subsidiaries~~]~~ ~~[~~, and/or affiliates~~]~~.

~~1.45.~~1.40 "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

~~1.46.~~1.41 ~~"~~"Response Deadline~~"~~" means ~~[e.g., 60]~~ days after the Administrator mails the Class Notice ~~to Class Members and Aggrieved Employees,~~ and shall be the last date on which Class Members may: (a) fax, email~~,~~ or mail Requests for Exclusion ~~from the Settlement, or (~~, (b) fax, email~~,~~ or mail ~~his or her Objection~~objections to the Settlement~~.~~, or (c) fax, email or mail a challenge to the number of Workweeks allocated to the Class Member in the Class Notice. Class Members to whom ~~Notice Packets~~Class Notices are resent after having been returned undeliverable to the Administrator shall have their deadline extended an additional 14 calendar days beyond the Response Deadline ~~has expired.~~.

~~1.47.~~1.42 "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

~~1.48.~~1.43 "Workweek" means any week during which a Class Member worked for ~~XYZ~~GOLD POINT for at least one day, during the Class Period~~.~~[iv].

~~2.~~2 RECITALS.

~~2.1.~~ On _____, ~~Plaintiff~~September 28, 2021, Plaintiffs commenced this Action by filing a ~~Complaint~~complaint alleging causes of action against ~~XYZ~~GOLD POINT for _____. ~~[The Complaint~~(1) failure to pay all minimum wages owed; (2) failure to provide

accurate, itemized wage statements; (3) failure to reimburse necessary business expenses; (4) unlawful deductions from wages; and (5) unfair competition. Plaintiffs amended their complaint several times, and their Second Amended Complaint is the operative complaint in the Action (the "Operative Complaint.")] [On _____").] Specifically, on April 17, 2024, Plaintiff filed a [e.g., FirstSecond Amended Complaint] alleging causes of action against XYZGOLD POINT for _____. The [e.g., First Amended] Complaint is the operative complaint in the Action (the "Operative

2.1 ~~Complaint.")]~~ ~~XYZ~~(1) failure to pay all minimum wages owed; (2) failure to provide accurate, itemized wage statements; (3) failure to reimburse necessary business expenses; (4) unlawful deductions from wages; (5) failure to pay all wages owed upon termination, (6) unfair competition, and (7) civil penalties under the Labor Code Private Attorneys General Act of 2004 (Labor Code § 2698 *et seq.*). GOLD POINT denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

~~2.2.~~2.2 Pursuant to Labor Code section 2699.3, ~~subd.(~~subdivision (a), ~~Plaintiff~~Plaintiffs gave timely written notice to ~~XYZ~~GOLD POINT and the LWDA by sending the PAGA Notice.

~~2.3.~~ On ~~_____~~ ~~(type in additional dates)~~, ~~[~~November 4, 2025, the Parties

2.3 participated in an all-day mediation presided over by ~~___~~Kevin T. Barnes, Esq. which, after several months of follow-up settlement discussions, led to this Agreement ~~to settle the Action (describe alternative means of negotiation).~~.

~~(describe alternative means of negotiation)~~

~~Prior to ☐~~

~~2.4.~~ Before mediation ~~☐ negotiating the Settlement, Plaintiff~~, Plaintiffs obtained, through

2.4 ~~☐~~ formal ~~☐~~discovery, including a deposition of GOLD POINT's PMQ, multiple sets of Request for Admission, Request for Production of Documents, Special Interrogatories, and Form Interrogatories-General, and also further informal discovery~~, (documents, testimony and information obtained)~~. ~~Plaintiff's~~ prior to mediation regarding the class and PAGA metrics. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

~~2.5.~~2.5 The Court ~~☐ has ☐~~ has not granted class certification~~.~~, nor have Plaintiffs filed a Motion for Class Certification.

~~(insert details as needed)~~

~~2.6.~~2.6 The Parties, Class Counsel and Defense Counsel represent ~~that~~ they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

~~3.~~3 . MONETARY TERMS.

~~3.1.~~3.1 Gross Settlement Amount. ~~Except as otherwise provided by Paragraph 9 below, XYZ~~GOLD POINT promises to pay ~~$~~ Two Million Dollars and Zero Cents ($2,000.000.00)and no more as the

Gross Settlement Amount ~~[and~~, except as what otherwise may be required pursuant to ~~separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments.] XYZ~~Paragraph 8 below. GOLD POINT has no obligation to pay the Gross Settlement Amount ~~(or any payroll taxes) prior to~~before the deadline stated in Paragraph ~~6.1 of this Agreement.~~[v]4.2. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to ~~XYZ.~~GOLD POINT.

~~3.2.~~3.2 ~~———~~Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

~~3.2.1. ————~~To ~~Plaintiff~~Plaintiffs: Class Representative Service ~~Payment to the Class Representative~~ Payments of not more than $~~———~~10,000.00 to each Class Representative (for a total of $40,000.00) (in addition to any Individual Class Payment ~~[~~and any Individual PAGA Payment~~]~~) the Class ~~Representative is~~

3.2.1 Representatives are entitled to receive as a Participating Class Member). XYZMembers). GOLD POINT will not oppose Plaintiff'sPlaintiffs' request for athe Class Representative Service PaymentPayments that doesdo not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, PlaintiffMotion for Final Approval, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than [16 court] days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service PaymentPayments using IRS Form 1099. Plaintiff assumesPlaintiffs assume full responsibility and liability for employeeany taxes owed on the Class Representative Service PaymentPayments.

3.2.2.3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than —35%, which is currently estimated to be $——700,000.00, and a Class Counsel Litigation Expenses Payment of not more than $————. XYZ35,000.00. GOLD POINT will not oppose requests for these payments provided thatthey do not exceed these amounts. PlaintiffAs part of the Motion for Final Approval, Plaintiffs and/or Class Counsel will file a motion for may seek Court approval of a Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than [16 court] days prior to the Final Approval Hearing.. In support of the Class Counsel Litigation Expenses Payment, Class Counsel must submit a cost ledger listing each expense incurred during the Action. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amountsamount requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds XYZGOLD POINT harmless, and indemnifies XYZGOLD POINT, from any dispute or controversy regarding any division or sharing of any of these Payments.payments.

3.2.3. To the Administrator: An AdministratorAdministration Expenses Payment not to exceed

3.2.3 $—— $7,950.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses administration expenses are less than or the Court approves payment less than $—7,950.00 , the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4.3.2.4 To Each Participating Class Member: An Individual Class Payment calculated, which the Administrator shall calculate by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

(b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. % 100% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wageall claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The % of eachin this Action. Each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for [e.g., interest and penalties] (the

3.2.4.1 ~~"Non-Wage Portion").~~[vi] ~~The Non-Wage Portions are~~ is not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any ~~employee~~ taxes owed on their Individual Class Payment.

~~3.2.4.2.~~ 3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

~~3.2.5.~~3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $~~_____~~ 100,000.00 to be paid from the Gross Settlement Amount, with 75% ($75,000.00) allocated to the LWDA PAGA Payment and 25%/ ($25,000.00) allocated to the Individual PAGA Payments.
~~($_____) allocated to the LWDA PAGA Payment and 25% ($_____) allocated to the Individual PAGA Payments.~~

~~3.2.5.1.~~3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ~~$_____~~ ($25,000.00) by the total number of PAGA ~~Period~~ Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA ~~Period~~ Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

~~3.2.5.2.~~3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

~~4.~~4 . SETTLEMENT FUNDING AND PAYMENTS.

~~4.1.~~ 4.1 Class ~~Workweeks and Aggrieved Employee Pay Periods.~~Size Estimates. Based on a review of its records to date, ~~XYZ~~GOLD POINT estimates there are ~~_____~~ 205 Class Members who collectively worked ~~a total of~~ ~~_____~~ 23,234 Workweeks during the Class Period, and ~~_____ of~~ 116 Aggrieved Employees who worked a total ~~_____~~ 7,389 of PAGA Pay Periods~~.~~

~~4.2. Class Data. Not later than [e.g., 15] days after the Court grants Preliminary Approval of~~ during the ~~Settlement, XYZ will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. XYZ has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which XYZ must send the Class Data~~PAGA Period.

~~to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.~~

~~4.3.~~ 4.2 Funding of Gross Settlement Amount. ~~XYZ~~GOLD POINT shall fully fund the Gross Settlement Amount, ~~and also fund the amounts necessary to fully pay XYZ's share of payroll taxes~~ by transmitting the funds to the Administrator no later than ~~[~~14~~]~~ days after the Effective Date.

~~4.4.~~ ~~4.3~~ Payments from the Gross Settlement Amount. Within ~~[~~14~~]~~ days after ~~XYZ~~GOLD POINT funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service ~~Payment~~Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service ~~Payment~~Payments shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

~~4.4.1.~~ 4.3.1 The Administrator will issue checks for the Individual Class Payments and~~/or~~ Individual PAGA Payments and send them to the Class Members and Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members who are also Aggrieved Employees a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

~~4.4.2.~~ 4.3.2 The Administrator must conduct ~~a Class Member~~ an Address Search for all ~~other~~ Class Members and Aggrieved Employees whose checks are ~~retuned~~returned undelivered without a United States Postal Service ("USPS") forwarding address. Within ~~[~~7~~]~~ days of receiving a returned check the Administrator must re-mail ~~checks~~the check to the USPS forwarding address provided or to an address ascertained through the ~~Class Member~~ Address Search. The Administrator need not take further steps to deliver checks to Class Members or Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member or Aggrieved Employee whose original check was lost or misplaced, as requested by the Class Member ~~prior to~~or Aggrieved Employee before the void date.

~~4.4.3.~~ 4.3.3 For any Class Member whose Individual Class ~~Payment check or Individual PAGA~~ Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such ~~checks~~ ~~[~~a check to the California Controller's Unclaimed Property Fund in the name of the Class Member.

~~Controller's~~

4.3.4 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such check to the California Controller's Unclaimed Property Fund in the name of the ~~Class Member~~Aggrieved Employee thereby leaving no ~~"~~"unpaid residue~~"~~" subject to the requirements of ~~California~~ Code of Civil Procedure ~~Section~~section 384, ~~subd.~~subdivision (b~~).~~ ~~[or to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384, subd. (b) ("Cy Pres Recipient") ____]. The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.~~).

~~4.4.4.~~ 4.3.5 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate ~~XYZ~~GOLD POINT to confer any additional benefits or make any additional payments to Class Members or Aggrieved Employees (such as ~~401(k) contributions or~~ bonuses) beyond those specified in this Agreement.

~~6.~~ 5. **RELEASES OF CLAIMS**. Effective on the date when ~~XYZ~~GOLD POINT fully funds the entire Gross Settlement Amount ~~and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff~~Plaintiffs, Class Members, Aggrieved Employees, and Class Counsel will release claims against all Released Parties as follows:

~~Plaintiff's~~5.1 Plaintiffs' Release. ~~Plaintiff~~Plaintiffs and ~~his or her~~Plaintiffs' respective former and present ~~spouses,~~ representatives, agents, attorneys, ~~heirs,~~ administrators, successors~~,~~ and assigns ~~generally~~, release and discharge Released Parties from all claims, transactions~~,~~ or occurrences ~~[~~that occurred during the Class Period~~],~~ including, but not limited to: ~~(a)~~

~~6.1~~ all claims that were, or reasonably could have been, alleged~~,~~ based on the facts contained~~,~~ in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint~~, Plaintiff's~~ and Plaintiffs' PAGA Notice~~, [or ascertained during the Action and released under 6.2, below].~~ ~~("Plaintiff's~~. ("Plaintiffs' Release.") ~~Plaintiff's~~Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. ~~Plaintiff~~Plaintiffs acknowledges that ~~Plaintiff~~Plaintiffs may discover facts or law different from, or in addition to, the facts or law that ~~Plaintiff~~Plaintiffs now ~~knows~~know or ~~believes~~believe to be true but ~~agrees~~agree, nonetheless, that ~~Plaintiff's~~Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or ~~Plaintiff's~~Plaintiffs' discovery of them.

~~6.1.1~~ ~~Plaintiff's~~5.1.1 Plaintiffs' Waiver of Rights Under ~~California~~ Civil Code Section 1542. For purposes of ~~Plaintiff's~~Plaintiffs' Release, ~~Plaintiff~~Plaintiffs expressly ~~waives~~waive and ~~relinquishes~~relinquish the provisions, rights, and benefits, if any, of section 1542 of the ~~California~~ Civil Code, which reads:

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.~~released party.

5.2 Release by Participating Class Members ~~Who Are Not Aggrieved Employees:~~ :

~~6.2~~ All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, ~~heirs,~~ administrators, successors~~,~~ and assigns, release Released Parties from ~~(i)~~ all claims that were alleged, or reasonably could have been alleged, based on the ~~Class Period~~ facts ~~stated~~and allegations in the Operative Complaint ~~[and ascertained in the course of the Action]~~ [that are alleged to have occurred during the Class Period ~~including, e.g., "(a) any and~~ all claims ~~involving any alleged~~ for (1) failure to pay all minimum wages owed; (2) failure to provide accurate, itemized wage~~; etc.]~~. statements; (3) failure to reimburse necessary business expenses; (4) unlawful deductions from wages; (5) failure to pay all wages owed upon termination, and (6) unfair competition based on the claims above. Except as set forth in Section ~~6~~5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, or workers' compensation~~,~~ or claims based on ~~facts~~events occurring outside the Class Period.

~~5.3~~ Release by ~~Non-Participating Class Members Who Are~~ Aggrieved Employees:

~~6.3~~ All ~~Non-Participating Class Members who are~~ Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, ~~heirs,~~ administrators, successors~~,~~ and assigns, the Released Parties from all claims for PAGA ~~penalties~~Penalties that were alleged, or reasonably could have been alleged, based on the ~~PAGA Period~~ facts ~~stated~~and allegations in the Operative Complaint~~[,] [and]~~ that are alleged to have occurred during the PAGA Period and the PAGA Notice ~~[and ascertained in the course of the Action][including, e.g., "(a) any and all claims involving any alleged failure to pay minimum wage; etc.].~~.

~~7.~~6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

~~7.1~~ ~~XYZ's~~6.1 GOLD POINT's Declaration in Support of Preliminary Approval. Within ~~15~~ days of the full execution of this Agreement, ~~XYZ~~GOLD POINT will prepare and deliver to Class Counsel a signed ~~Declaration~~declaration from ~~XYZ~~GOLD POINT and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and Cy Pres Recipient~~.~~ (if applicable). In their ~~Declarations~~declarations, Defense Counsel and ~~XYZ~~GOLD POINT shall aver ~~that~~whether they are ~~not~~ aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

~~7.2~~ ~~Plaintiff's~~6.2 Plaintiffs' Responsibilities. ~~Plaintiff~~Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice~~,~~ and memorandum in support~~,~~ of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA

Settlement under Labor Code ~~Section~~section 2699, ~~subd.~~subdivision (f)(2~~));~~); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members ~~[~~and/or the proposed Cy Pres~~];~~ Recipient; and the nature and extent of any financial relationship with ~~Plaintiff~~Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration

from PlaintiffPlaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, [and/or] the Administrator[, and/or the proposed Cy Pres]; (v Recipient, if applicable; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; and its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (LaborPAGA Notice (Lab. Code section, § 2699.3, subd. (a)), Operative Complaint (LaborLab. Code section, § 2699, subd. (l)(1)), thisand the Agreement (LaborLab. Code section, § 2699, subd. (l)(2)); (viivii) a redlined version of the parties' Agreement showing all modifications made to the Los Angeles Superior Court's Model Agreement ready for filing with the Court; and (viiviii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient., if applicable. In their Declarations, Plaintiffdeclarations, Plaintiffs and Class Counsel Declaration shall aver thatwhether they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

7.3 6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than [30]45 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

7.4 6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8.7.SETTLEMENT ADMINISTRATION.

8.1 Selection of Administrator. The Parties have jointly selected 7.1 Phoenix Class Action Administration Solutions to serve as the Administrator and verified that, as a condition of appointment, Phoenix Class Action Administration Solutions agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment ofthe Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

8.27.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

8.37.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

8.47.4 Notice to Class Members.

8.4.1 7.4.1 Not later than 15 days after the Court grants Preliminary Approval, GOLD POINT will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to effect and perform under this Agreement. GOLD POINT has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which GOLD POINT must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA MembersAggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.

8.4.2 7.4.2 Using best efforts to perform as soon as possible, and in no event later than [14] days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice [with Spanish translation, if applicable] substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment (if applicable) payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

8.4.3 7.4.3 Not later than [3] business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

8.4.4 7.4.4 The deadlinesdeadline for Class Members' written objections, Challengeschallenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended for Class Members whose notices are re-mailed. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have their deadline extended an additional [14] calendar days beyond the [60] days

otherwise provided in the Class Notice for all Class Members whose notice is re-mailed.Response Deadline. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

8.4.5 ———7.4.5 If the Administrator, XYZGOLD POINT or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith., in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than [14] days after14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

~~receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.~~

~~8.5~~7.5 Requests for Exclusion (Opt-Outs).

~~8.5.1~~ 7.5.1 Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than ~~[60] days after~~ the ~~Administrator mails the Class Notice (plus an additional [14] days for Class Members whose Class Notice is re-mailed).~~Response Deadline. A Request for Exclusion is a letter from a Class Member or ~~his/her~~the Class Member's representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

~~8.5.2~~ 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge~~.~~, except by Order of the Court. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge~~.~~, except by Order of the Court.

~~8.5.3~~ 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member ~~under this Agreement~~, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' ~~Releases~~Release under ~~Paragraphs 6~~Paragraph 5.2 ~~and 6.3~~ of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

~~8.5.4~~ 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

~~6.4 of this Agreement and are eligible for an Individual PAGA Payment.~~

~~8.6~~ Challenges to Calculation of Workweeks. Each Class Member shall have ~~[60]~~

~~days after~~until the ~~Administrator mails the Class Notice (plus an additional [14] days for Class Members whose Class Notice is re-mailed)~~Response Deadline to challenge the number of ~~Class~~ Workweeks ~~and PAGA Pay Periods (if any)~~ allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the

7.6 Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges to the number of Workweeks. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct ~~so long as~~if they are consistent with the Class Data. The Administrator's determination of ~~each Class Member's allocation~~allocations of Workweeks ~~and/or Pay Periods shall be~~is final and not appealable or otherwise susceptible to challenge~~.~~, except by Order of the Court. The Administrator shall promptly provide to Defense Counsel and Class Counsel copies of all challenges to calculation of Workweeks and~~/or Pay Periods to Defense Counsel and Class Counsel and~~ the Administrator's determination of the challenges.

~~8.7~~7.7 Objections to Settlement.

~~8.7.1~~ 7.7.1 Only Participating Class Members may object to the class action components of the Settlement and~~/or~~ this Agreement, including contesting the fairness of the Settlement~~,~~ and~~/or~~ the amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administration Expenses Payment, and~~/or~~ Class Representative Service ~~Payment.~~Payments.

~~8.7.2~~ 7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email~~,~~ or mail. ~~In~~ no later than the ~~alternative,~~Response Deadline. Participating Class Members may in addition or alternatively appear in Court (or hire an attorney to appear in Court) to present ~~verbal~~oral objections at the Final Approval Hearing. ~~A Participating Class Member who elects to send a written objection to the Administrator must do so not later than [60] days after the Administrator's mailing of the Class Notice (plus an additional [14] days for Class Members whose Class Notice was re-mailed).~~

~~8.7.3~~ 7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

~~8.8~~7.8 Administrator Duties. The Administrator has a duty to perform ~~or observe~~ all tasks to be performed ~~or observed~~ by the Administrator ~~contained~~set forth in this Agreement or otherwise.

~~8.8.1~~ 7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish ~~and~~, maintain, and use ~~an internet~~a website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the ~~Settlement~~ Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the ~~Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the~~ Final Approval, and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

~~8.8.2~~ 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The

Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their

validity. Not later than [5] days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

8.8.3 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

8.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The7.8.4 Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

8.8.5 Administrator's Declaration. Not later than [14] days before the date by which Plaintiff isPlaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), and the number of written objections and. The declaration shall attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

8.8.6 7.8.5 Final Report by Settlement Administrator. Within [10] days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least [15] days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator'sAdministrator's declaration in Court.

~~9.~~8. **CLASS SIZE ESTIMATES ~~[~~and ESCALATOR CLAUSE~~]~~:** Based on its records, ~~XYZ~~GOLD POINT estimates that~~, as of the date of this Settlement Agreement, (1)~~ there are ~~_____~~approximately 205 Class Members ~~and _____ Total~~who worked a total of 23,234 Workweeks during the Class period ~~and (2) there were _ Aggrieved Employees who worked _ Pay Periods~~. If the actual number of Workweeks worked during the ~~PAGA~~Class Period~~.~~[vii] is more than ten percent (10%) greater than this figure (i.e., there are more than 25,558 Workweeks worked by the Class Members during the Class Period), Defendant will increase the Gross Settlement Amount by the same percent increase to the number of Workweeks (i.e., if there was an 11% increase in the number of Workweeks during the Class Period, Defendant would agree to increase the Gross Settlement Amount by 1%).

~~10.~~9. ~~XYZ'S~~GOLD POINT'S **RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds ~~% —~~15% of the total of all Class Members, ~~XYZ~~based on the number of Workweeks, GOLD POINT may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if ~~XYZ~~GOLD POINT withdraws, the Settlement shall be void ab initio~~,~~ and have no force or effect whatsoever, and ~~that~~ neither Party will have any further obligation to perform under this Agreement; provided, however, ~~XYZ~~GOLD POINT will remain responsible for paying all Settlement Administration Expenses incurred to that point. ~~XYZ~~GOLD POINT must notify Class Counsel and the Court of its election to withdraw not later than ~~[~~seven~~]~~ days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

~~11.~~10. **MOTION FOR FINAL APPROVAL.** Not later than ~~[~~16~~]~~ court days before the calendared Final Approval Hearing, ~~Plaintiff~~Plaintiffs will file in Court, a motion for final approval ~~of the Settlement~~ that includes a request for approval of the PAGA settlement under Labor Code section 2699, ~~subd.~~subdivision (l), a ~~Proposed~~proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). ~~Plaintiff~~Plaintiffs shall provide drafts of these documents to Defense Counsel not later than ~~[~~seven~~]~~ days ~~prior to~~before filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

~~11.1~~10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later that ~~[~~five~~]~~ court days ~~prior to~~before the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

~~11.2~~10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class

Counsel Litigation Expenses Payment ~~and/~~or ~~Administrator~~Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

~~11.3~~10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement ~~and/~~or Judgment, (ii) addressing settlement administration matters and (iii) addressing such post-Judgment matters as are permitted by law.

~~settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.~~

~~11.4~~10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment ~~reflected set forth in this Settlement~~, the Parties, their respective counsel~~,~~ and all Participating Class Members who did not object to the Settlement ~~as provided in this Agreement~~, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs~~,~~ and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the ~~amount of the~~ Net Settlement Amount.

~~11.5~~10.5 Appellate Court Orders to Vacate, Reverse~~,~~ or Materially Modify Judgment. If the ~~reviewing Court~~appellate court vacates, reverses~~,~~ or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional ~~Administration Expenses~~administration expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse~~,~~ or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

~~12.~~11. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit ~~and~~ a proposed amended judgment.

~~13.~~12. **ADDITIONAL PROVISIONS.**

~~13.1~~No Admission of Liability~~, Class Certification or Representative Manageability for Other Purposes~~. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by ~~XYZ~~GOLD POINT that any of the allegations in the Operative Complaint have merit or that ~~XYZ~~GOLD POINT has any liability for any claims asserted; nor ~~should~~is it ~~be~~ intended or should be construed as an admission by ~~Plaintiff~~Plaintiffs that ~~XYZ's~~GOLD POINT's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If~~,~~ for any reason the Court does not grant Preliminary Approval, grant Final Approval, or enter Judgment, ~~XYZ~~GOLD POINT reserves the right to contest certification of any class for any ~~reasons, and XYZ~~reason, GOLD POINT reserves all available defenses to the claims in the Action, and ~~Plaintiff~~

~~reserves~~Plaintiffs reserve the right to move for class certification on any grounds available and to contest ~~XYZ's~~GOLD POINT's defenses. The Settlement, this Agreement and ~~Parties'~~Parties' willingness to

12.1 settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

~~13.2~~Confidentiality ~~Prior to~~Before Preliminary Approval. ~~Plaintiff~~Plaintiffs, Class Counsel, ~~XYZ~~GOLD POINT and Defense Counsel separately agree that, until the Motion for Preliminary Approval ~~of Settlement~~ is filed, they and each of them will not disclose, disseminate ~~and/or,~~ publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency~~,~~ or other entity except: (1) to the Parties' attorneys, accountants~~,~~ or spouses, all of whom will be instructed to keep this Agreement confidential; (2) to counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency.

12.2 Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. ~~Plaintiff~~Plaintiffs, Class Counsel, ~~XYZ~~GOLD POINT and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, ~~any~~ with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

~~13.3~~12.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement~~,~~ or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

~~13.4~~12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants~~,~~ or inducements made to or by any Party.

~~13.5~~12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by ~~Plaintiff~~Plaintiffs and ~~XYZ~~GOLD POINT, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

~~13.6~~Cooperation. The Parties and their counsel will cooperate with each other and

use their best efforts~~,~~ in good faith~~,~~ to implement the Settlement by, among other things, modifying the Settlement Agreement~~,~~ and submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement

12.6 the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator ~~and/~~or the Court for resolution.

~~13.7~~12.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered~~,~~ or purported to assign, transfer~~,~~ or encumber to any person or entity ~~and~~any portion of any liability, claim, demand, action, cause of action~~,~~ or right released and discharged by the Party in this Settlement.

~~13.8~~12.8 No Tax Advice. Neither ~~Plaintiff~~Plaintiffs, Class Counsel, ~~XYZ~~GOLD POINT nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

12.9 Enforcement. In the event of any dispute arising out of the interpretation, performance, or breach of any provision of this Settlement Agreement, the prevailing party in such dispute(s) shall be entitled to recover his, their and/or its reasonable attorneys' fees and costs incurred arising from such dispute.

~~13.9~~12.10 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed~~,~~ or waived only by an express written instrument signed by all Parties or their representatives~~,~~ and approved by the Court.

~~13.10~~12.11 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

~~13.11~~12.12 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the ~~internal~~ laws of the ~~state~~State of California, without regard to conflict of law principles.

~~13.12~~12.13 Cooperation in Drafting. The Parties have cooperated in ~~the~~ drafting and ~~preparation of~~preparing this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

~~13.13~~12.14 Confidentiality. To the extent permitted by law, all agreements made~~,~~ and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

~~13.1~~12.15 Use and Return of Class Data. Information provided to Class Counsel pursuant to ~~Cal. Evid.~~Evidence Code ~~§~~section 1152, and all copies and summaries of the Class Data provided to Class Counsel by ~~XYZ~~GOLD POINT in connection with the mediation, other settlement negotiations, or ~~in connection with~~ the Settlement, may be used only with respect to this Settlement~~,~~ and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute~~,~~ or ~~rule~~the California Rules of ~~court~~Court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a ~~Declaration~~declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy~~,~~ all paper and electronic versions of Class Data received from ~~XYZ~~GOLD POINT unless, ~~prior to~~before the Court's discharge of the Administrator's obligation, ~~XYZ~~GOLD POINT makes a written request to Class Counsel for the return, rather than the ~~destructions~~destruction, of Class Data.

~~13.15~~12.16 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

~~13.16~~12.17 Calendar Days. Unless otherwise noted, all ~~reference~~references to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

~~13.17~~12.18 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To ~~Plaintiff~~Plaintiffs:

Scott M. Lidman, Esq.
slidman@lidmanlaw.com
LIDMAN LAW, APC
2155 Campus Drive, Suite 150
El Segundo, California 90245

and

Paul K. Haines, Esq.
phaines@haineslawgroup.com
HAINES LAW GROUP, APC
2155 Campus Drive, Suite 180
El Segundo, California 90245

To ~~XYZ~~GOLD POINT:

Christopher C. McNatt, Jr., Esq.
cmcnatt@scopelitis.com
SCOPELITIS, GARVIN, LIGHT, HANSON & FEARY, LLP
2 North Lake Avenue, Suite 560

Pasadena, California 91101

~~13.18~~12.19 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e~~.~~., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

~~13.19~~12.20 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to ~~CCP~~Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under ~~CCP~~Code of Civil Procedure section 583.310 for the entire period of this settlement process.

~~For~~
DATED: DEFENDANT GOLD POINT TRANSPORTATION, INC.

By:
Its:

DATED: PLAINTIFF FRANCISCO HERNANDEZ

By:
Plaintiff ~~For XYZ~~ and Settlement Class Representative

~~Counsel For~~
DATED: PLAINTIFF LUCIANO ESQUEDA

By:
Plaintiff ~~Counsel For XYZ~~ and Settlement Class Representative

DATED: PLAINTIFF CARLOS LOPEZ

By:

Plaintiff and Settlement Class Representative

DATED: PLAINTIFF RAMON ALCALA NAVARRO

By:

Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED:

SCOPELITIS, GARVIN, LIGHT, HANSON & FEARY, LLP

Christopher C. McNatt, Jr.
Attorneys for Defendant

DATED: LIDMAN LAW, APC

By:
Scott M. Lidman
Attorneys for Plaintiffs

DATED: HAINES LAW GROUP, APC

By:
Paul K. Haines
Attorneys for Plaintiffs