

Christian Keeney, CA Bar No. 269533
christian.keeney@ogletree.com
Alis M. Moon, CA Bar No. 293897
alis.moon@ogletree.com
OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.
Park Tower, Fifteenth Floor
695 Town Center Drive
Costa Mesa, CA 92626
Telephone: 714-800-7900
Facsimile: 714-754-1298

Attorneys for Defendant
Central Transport LLC (erroneously sued as
“Central Transport, LLC”)

Additional Counsel Listed on Following Page

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

DONALD PARKS, on behalf of himself and all
others similarly situated,

Plaintiff,

vs.

CENTRAL TRANSPORT, LLC., a Michigan
Corporation; and DOES 1-50, inclusive,

Defendants.

Case No. CIVSB2126540

**JOINT STIPULATION FOR CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT**

[Assigned for all purposes to The Honorable
David Cohn, Dept. S26]

Action Filed: September 15, 2021
Trial Date: None Set

1 Mehrdad Bokhour, CA Bar No. 285256

mehrdad@bokhourlaw.com

2 BOKHOUR LAW GROUP, P.C.

3 1901 Avenue of the Stars, Suite 450

Los Angeles, California 90067

4 Telephone: 310-975-1493

Facsimile: 310-675-0861

5 Attorneys for Plaintiff Donald Parks and the Putative Class

6 Joshua S. Falakassa, CA Bar No. 295045

7 joshua@falakassalaw.com

8 FALAKASSA LAW, P.C.

1901 Avenue of the Stars, Suite 450

9 Los Angeles, California 90067

Telephone: 818-456-6168

10 Facsimile: 888-505-0868

11 Attorneys for Plaintiff Donald Parks and the Putative Class

12 Roman Otkupman, CA Bar No. 249423

Roman@OLFLA.com

13 OTKUPMAN LAW FIRM, A LAW CORPORATION

5743 Corsa Avenue, Suite 123

14 Westlake Village, CA 91362

15 Telephone: 818-293-5623

Facsimile: 888-850-1310

16 Attorneys for Plaintiff Dean Knox and the Putative Class

17 James R. Hawkins, CA Bar No. 192925

18 Gregory Mauro, CA Bar No. 222239

JAMES HAWKINS APLC

19 9880 Research Drive, Suite 200

Irvine, CA 92618

20 Telephone: 949-387-7200

21 Facsimile: 949-387-6676

22 Attorneys for Plaintiff Jeremey Michael Ramey-Vicario and the Putative Class

STIPULATION OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

Plaintiffs Donald Parks, Jeremy Michael Ramey-Vicario, and Dean Knox and Defendant Central Transport LLC, agree to settle this class and representative action subject to the terms and conditions below.

INTRODUCTION

1. On August 13, 2021, Plaintiff Jeremy Michael Ramey-Vicario (“Ramey-Vicario”) filed a class action Complaint in the Shasta County Superior Court alleging: (1) failure to pay minimum wages; (2) failure to pay timely wages; (3) failure to provide accurate itemized wage statements; (4) failure to indemnify necessary business expenses; (5) violation of Business & Professions Code section 17200, *et seq.*; and (6) failure to pay minimum wages under the Fair Labor Standards Act (“Ramey-Vicario Class Action”). The Ramey-Vicario Class Action is currently pending in the United States District Court for the Eastern District of California (Case No. 2:21-cv-01973).

2. On September 15, 2021, Plaintiff Donald Parks (“Parks”) filed a class action Complaint in the San Bernardino County Superior Court (Case No. CIVSB2126540) alleging: (1) minimum wage violations; (2) wage statement violations; (3) waiting time penalties; and (4) unfair competition.

3. On October 28, 2021, Plaintiff Dean Knox (“Knox”) filed a Complaint in the San Diego County Superior Court (Case No. 37-2021-00045959) seeking penalties pursuant to the California Private Attorneys General Act of 2004 (“Knox PAGA Action”).

4. On November 3, 2021, Plaintiff Jeremy Michael Ramey-Vicario filed a Complaint in the Shasta County Superior Court (Case No. 19842) seeking penalties pursuant to PAGA (“Ramey-Vicario PAGA Action”).

5. On December 14, 2021, Plaintiff Dean Knox filed a Complaint in the San Diego County Superior Court alleging: (1) failure to provide meal and rest periods or compensation in lieu thereof; (2) failure to pay all wages; (3) knowing and intentional failure to comply with itemized employee wage statement provisions; (4) failure to timely pay wages due at termination; (5) failure to reimburse for business expenses; and (6) failure to timely pay employees (“Knox Individual

1 Action”). The Knox Individual Action is currently pending in the United States District Court for the
2 Southern District of California (Case No. 22-cv-00055).

3 6. On July 14, 2022, the Parties reached a global resolution of the claims alleged by
4 Plaintiffs in their respective actions, with the specific terms and conditions set forth in this
5 Agreement, subject to the approval of the Court.

6 7. As further described below, upon full execution of this Agreement, the Knox PAGA
7 Action, the Knox Individual Action, the Ramey-Vicario Class Action, and the Ramey-Vicario PAGA
8 Action will be dismissed and Plaintiffs will file a consolidated First Amended Complaint in this
9 Action for purposes of facilitating this Settlement.

10 DEFINITIONS

11 1. “Agreement” means this Joint Stipulation of Class and Representative Action
12 Settlement.

13 2. “Action” means *Donald Parks v. Central Transport LLC*, filed on September 15, 2021
14 in the San Bernardino County Superior Court, Case No. CIVSB2126540.

15 3. “Class Counsel” means Falakassa Law, P.C.; Bokhour Law Group, P.C.; Otkupman
16 Law Firm, A Law Corporation; and James Hawkins APLC.

17 4. “Class Counsel Award” means attorneys’ fees for Class Counsel’s litigation and
18 resolution of this Action and their expenses and costs incurred in connection with the Action, paid
19 from the Gross Settlement Fund.

20 5. “Class Information” means information regarding Driver Class Members and Dock
21 Worker Class Members that Defendant will in good faith compile from its records and provide to the
22 Settlement Administrator. It will be formatted as a Microsoft Excel spreadsheet and will include:
23 Driver Class Members’ and Dock Worker Class Members’ full name; last known address; last known
24 home telephone number; Social Security Number; start date of employment and end date of
25 employment (if applicable).

26 6. “Class Representative Service Award” means the amount that the Court authorizes to
27 be paid to Plaintiffs in recognition of his efforts and risks in assisting with the prosecution of the
28 Action.

7. “Class Member PAGA Payment” means payment to the Driver Class Members and Dock Worker Class Members under the Private Attorneys General Act of 2004.

8. “Compensable Workweeks” means the number of workweeks during which Driver Class Members and Dock Worker Class Members worked for Defendant during the Class Period. The Settlement Administrator will calculate the number of workweeks by calculating the number of days each Driver Class Member or Dock Worker Class Member was employed during the Driver Class Period or Dock Worker Class Period, dividing by seven, and rounding up to the nearest whole number.

9. “Court” means the San Bernardino County Superior Court.

10. “Defendant” means Central Transport LLC.

11. “Defendant’s Counsel” means Ogletree, Deakins, Nash, Stewart and Smoak, P.C.

12. “Dock Worker Class Members” means all current and former hourly-paid, non-exempt dock workers who worked for the Defendant in the State of California during the Dock Worker Class Period.

13. “Dock Worker Class Period” means the period from September 29, 2020 through October 17, 2022.

14. “Driver Class Members” means all current and former hourly-paid, non-exempt drivers who worked for the Defendant in the State of California during the Driver Class Period.

15. “Driver Class Period” means the period from July 26, 2020 through October 17, 2022.

16. “Effective Date” means the date upon which the Court grants final approval of the Settlement if (a) no Settlement Class Members file objections to the Settlement, or (b) any Settlement Class Member files an objection but it is subsequently withdrawn. However, if an objection is filed and an appeal or other appellate proceeding is initiated by an objector, the Effective Date will be 15 days after the date upon which the deadline to file a notice of appeal by an objector expires (if a timely appeal or other appellate proceeding is not initiated by the objector); or if a timely appeal or other appellate proceeding is initiated by an objector, the Effective Date will be the date of final resolution of that appeal (including any requests for rehearing and/or petitions for *certiorari*), resulting in final judicial approval of the Settlement.

1 17. “First Amended Complaint” means the stipulated First Amended Complaint, which
2 will be promptly filed upon full execution of this Agreement. The First Amended Complaint will
3 add Ramey-Vicario and Knox as named plaintiffs and will include the claims and allegations asserted
4 by them in their respective lawsuits against Defendant, (to the extent such claims are different than
5 or in addition to the claims and allegations asserted in the Action). The First Amended Complaint
6 will be filed for the sole purpose of facilitating this Settlement. No response to the First Amended
7 Complaint by Defendant will be required unless the settlement is not approved for any reason.
8 Within five days of full execution of this Agreement, and before the First Amended Complaint is
9 filed, Ramey-Vicario and Knox will dismiss their respective actions (*i.e.*, the Ramey-Vicario Class
10 Action, the Ramey-Vicario PAGA Action, the Knox PAGA Action, and the Knox Individual
11 Action), without prejudice, for purposes of facilitating this Settlement and the filing of the First
12 Amended Complaint. The statute of limitations shall be tolled for the Ramey-Vicario and Knox Class
13 and PAGA complaints from the date of the original filing of the complaints in the Ramey-Vicario
14 and Knox cases.

15 18. “Gross Settlement Fund” means a maximum payment amount of \$892,298, inclusive
16 of the Class Counsel Award, the Class Representative Service Award, the LWDA PAGA Payment,
17 the Class Member PAGA Payment, and the Settlement Administration Costs. In no event will
18 Defendant be liable for more or less than \$892,298 as a result of this Settlement, with the exception
19 of Defendant’s corporate payroll tax contributions and liabilities.

20 19. “Individual Settlement Payment” means the amount payable from the Net Settlement
21 Amount to each Settlement Class Member.

22 20. “LWDA PAGA Payment” means payment to the California Labor and Workforce
23 Development Agency (“LWDA”) under the Private Attorneys General Act of 2004.

24 21. “Net Settlement Amount” means the Gross Settlement Fund, less the Class Counsel
25 Award, the Class Representative Service Award, the Class Member PAGA Payment, the LWDA
26 PAGA Payment, and the Settlement Administration Costs.

27 22. “Notice of Class Action Settlement” means the Notice of Class and Representative
28 Action Settlement (substantially in the form attached as **Exhibit 1**).

23. “Notice Packet” means the Notice of Class Action Settlement, Request for Exclusion, and postage-paid return envelope to the Settlement Administrator.

24. “PAGA Released Claims” means all claims under the Private Attorneys General Act that could have been premised on the facts and legal theories raised in the First Amended Complaint or Plaintiffs’ letters to the Labor & Workforce Development Agency, including PAGA violations as to Labor Code sections 201, 202, 203, 204, 210, 218, 221, 223, 226, 226.2, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1197.1, 1194, 1194.2, 1194.3, 1197, 1198, 1198.5, 1199, 2802; and the applicable IWC Wage Orders.

25. “Parties” means Plaintiffs and Defendant, collectively, and “Party” will mean either Plaintiffs or Defendant, individually.

26. “Payment Ratio” means the respective Compensable Workweeks for each Settlement Class Member divided by the total Compensable Workweeks for all Settlement Class Members (or Driver Class Members and Dock Worker Class Members for the PAGA Payment).

27. “Plaintiffs” means Plaintiffs Parks, Knox, and Ramey-Vicario.

28. “Preliminary Approval” means the date on which the court grants preliminary approval of the Settlement.

29. “Released Claims” means all claims that have been alleged or could have been alleged in the First Amended Complaint, including and/or all of the following claims for relief: (a) failure to pay minimum, regular, hourly, or piece-rate wages, and/or alleged off-the-clock work; (b) failure to pay overtime wages or accurate overtime wages; (c) failure to pay timely wages during employment or upon separation; (d) failure to provide accurate and/or complete wages statements; (e) failure to maintain records; (f) failure to reimburse for business expenses; (g) unlawful withholding/deduction of wages; (h) violation of California Business & Professions Code section 17200, *et seq.*; (i) an alleged violation of Labor Code sections 201, 202, 203, 204, 210, 218, 221, 223, 226, 226.2, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1197.1, 1194, 1194.3, 1197, 1198, 1198.5, 1199, 2698, 2699 *et seq.*, 2802, (j) any other claims or penalties under the wage and hour laws pleaded in the action or that could have been pleaded based on the facts alleged in the First Amended Complaint, the Ramey-Vicario Class Action, the Ramey-Vicario PAGA Action, the Knox PAGA Action, and/or

the Knox Individual Action; (k) all claims for unpaid wages, overtime wages, damages of any kind, penalties, interest, attorneys' fees, costs, injunctive relief, restitution, and any other equitable relief in California statute, ordinance, regulation, common law, or other source of law, including the California Labor Code, California Business and Professions Code, California Civil Code, California Unfair Competition Law, California Private Attorneys General Act of 2004 ("PAGA"), California Industrial Welfare Commission Wage Orders, and the Fair Labor Standards Act, that could have been premised on the facts and legal theories raised in the First Amended Complaint, the Ramey-Vicario Class Action, the Ramey-Vicario PAGA Action, the Knox PAGA Action, and/or the Knox Individual Action or Plaintiffs' letters to the LWDA and (l) all claims under PAGA that could have been premised on the facts and legal theories raised in the First Amended Complaint, the Ramey-Vicario Class Action, the Ramey-Vicario PAGA Action, the Knox PAGA Action, and/or the Knox Individual Action or Plaintiffs' letters to the LWDA. The res judicata effect of the Judgment will be the same as that of the Released Claims obtained by this Agreement. The period of the Released Claims will be the Driver Class Period for the Driver Class Members and Dock Worker Class Period for the Dock Worker Class Members.

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

31. "Request for Exclusion" means the Request for Exclusion (substantially in the form attached as **Exhibit 2**).

32. "Response Deadline" means the date 45 days after the Settlement Administrator mails Notice Packets to Settlement Class Members and the last date on which Settlement Class Members may submit a Request for Exclusion, and/or objection to the Settlement.

33. "Settlement" means the disposition of the Action pursuant to this Agreement.

34. "Settlement Administration Costs" means the amount to be paid to the Settlement Administrator from the Gross Settlement Fund for administration of this Settlement.

35. "Settlement Administrator" means ILYM Group, Inc.

36. “Settlement Class Members” means Dock Worker Class Members and Driver Class Members who do not submit timely and valid Requests for Exclusion as provided in this Agreement.

RECITALS

37. Class Certification. The Parties stipulate and agree to the certification of this Action for purposes of this Settlement only. Should the Settlement not become final and effective, class certification will immediately be set aside and immediately decertified (subject to further proceedings on motion of any party to certify or deny certification thereafter). The Parties’ willingness to stipulate to class certification as part of the Settlement will have no bearing on, and will not be admissible in or considered in connection with, the issue of whether a class should be certified in a non-settlement context in this Action or in any context in any other lawsuit.

38. Procedural Settlement History. On July 14, 2022, the Parties participated in a private mediation with an experienced mediator, Steve Rottman, after they engaged in informal discovery, including Defendant providing to Plaintiffs information regarding the putative class (*e.g.*, the number of putative class members, total workweeks, average hourly rate, etc.), payroll and time records for Plaintiffs, and Defendant’s policies and procedures affecting putative class members. As a result, the Parties reached an agreement on all material terms to resolve this Action in its entirety.

39. Benefits of Settlement to Driver Class Members and Dock Worker Class Members. Plaintiffs and Class Counsel recognize the expense and length of continued proceedings necessary to litigate their disputes through trial and through any possible appeals. Plaintiffs have also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation. Plaintiffs and Class Counsel are also aware of the burdens of proof necessary to establish liability for the claims asserted in the Action, both generally and in response to Defendant’s defenses thereto, and the difficulties in establishing damages for the Driver Class Members and Dock Worker Class Members. Plaintiffs and Class Counsel have also taken into account the extensive settlement negotiations conducted. Based on the foregoing, Plaintiffs and Class Counsel have determined that the Settlement set forth in this Agreement is a fair, adequate, and reasonable settlement, and is in the best interests of the Driver Class Members and Dock Worker Class Members.

40. Defendant's Reasons for Settlement. Defendant has concluded that any further defense of this litigation would be protracted and expensive for all Parties. Substantial amounts of time and resources of Defendant have been and, unless this Settlement is approved, will continue to be devoted to the defense of the claims asserted by Plaintiffs, the Driver Class Members, and the Dock Worker Class Members. Defendant has also taken into account the risks of further litigation in reaching its decision to enter into this Settlement. Despite continuing to contend that it is not liable for any of the claims set forth by Plaintiffs, Defendant has, nonetheless, agreed to settle in the manner and upon the terms set forth in this Agreement to put to rest the claims as set forth in the Action. Defendant has claimed and continues to claim that the Released Claims have no merit and do not give rise to liability. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no documents referred to herein and no action taken to carry out this Agreement may be construed or used as an admission by or against Defendant as to the merits or lack thereof of the claims asserted. The monies being paid as part of the settlement are genuinely disputed and the Parties agree that the provisions of Labor Code section 206.5 are not applicable to this Settlement.

41. Settlement Class Members' Claims. The Settlement Class Members have claimed and continue to claim that the Released Claims have merit and give rise to liability on the part of Defendant. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no documents referred to herein and no action taken to carry out this Agreement may be construed or used as an admission by or against the Settlement Class Members or Class Counsel as to the merits or lack thereof of the claims asserted.

TERMS OF AGREEMENT

42. Release as to the Settlement Class Members. As of the Effective Date, in exchange for the Gross Settlement Fund, Plaintiffs and the Settlement Class Members release the Released Parties from the Released Claims. Plaintiffs and the Settlement Class Members may hereafter discover facts or legal arguments in addition to or different from those they now know or currently believe to be true with respect to the claims and causes of action in this case which are the subject matter of the Released Claims. Regardless, the discovery of new facts or legal arguments will in no way limit the scope or definition of the Released Claims and by virtue of this Agreement, the

1 Settlement Class Members will be deemed to have, and by operation of the final judgment approved
2 by the Court, will have fully, finally, and forever settled and released all of the Released Claims as
3 defined above.

4 43. PAGA Release. As of the Effective Date, in exchange for a Class Member PAGA
5 Payment, Plaintiffs, the Driver Class Members, and the Dock Worker Class Members will release
6 the Released Parties from the PAGA Released Claims for either the Driver Class Period for the
7 Driver Class Members or the Dock Worker Class Period for the Dock Worker Class Members.
8 Plaintiffs, the Driver Class Members, and the Dock Worker Class members may hereafter discover
9 facts or legal arguments in addition to or different from those they now know or currently believe to
10 be true with respect to the claims and causes of action in this case which are the subject matter of the
11 PAGA Released Claims. Regardless, the discovery of new facts or legal arguments will in no way
12 limit the scope or definition of the PAGA Released Claims and by virtue of this Agreement,
13 Plaintiffs, the Driver Class Members, and the Dock Worker Class Members will be deemed to have,
14 and by operation of the final judgment approved by the Court, will have fully, finally, and forever
15 settled and released all of the PAGA Released Claims as defined above.

16 44. Release as to Plaintiffs. As of the Effective Date, in exchange for the Gross Settlement
17 Fund, Plaintiffs release the Released Parties from all claims and causes of action, including but not
18 limited to the Released Claims, and stipulates and agrees that, upon the Effective Date, Plaintiffs will
19 be deemed to have, and by operation of the final judgment will have, expressly waived and
20 relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542
21 of the California Civil Code, or any other similar provision under federal or state law, which Section
22 provides:

23 A general release does not extend to claims that the creditor or
24 releasing party does not know or suspect to exist in his or her favor at
25 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.

26 Plaintiffs may hereafter discover facts in addition to or different from those they now know
27 or believe to be true, but upon the Effective Date, will be deemed to have, and by operation of the
28 final judgment will have, fully, finally, and forever settled and released any and all claims and causes

1 of action against the Released Parties, whether known or unknown, suspected or unsuspected,
2 contingent or non-contingent, which now exist, or heretofore have existed, upon any theory of law
3 or equity, including but not limited to conduct that is negligent, intentional, with or without malice,
4 or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such
5 different or additional facts.

6 45. Tax Liability. The Parties make no representations as to the tax treatment or legal
7 effect of the payments called for hereunder, and the Driver Class Members and Dock Worker Class
8 Members are not relying on any statement or representation by the Parties in this regard. The Driver
9 Class Members and Dock Worker Class Members understand and agree that they will be responsible
10 for the payment of any employee taxes and penalties assessed on the payments described herein and
11 will hold the Parties free and harmless from and against any claims, liabilities, costs and expenses,
12 including attorney's fees, resulting in any way from personal tax treatment of the payments made
13 pursuant to this Agreement, including the treatment of such payments as not subject to withholding
14 or deduction for payroll and employment taxes.

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

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

3 47. Settlement Administration. Within 30 calendar days after the Court grants
4 Preliminary Approval of this Agreement, Defendant will provide the Settlement Administrator with
5 the Class Information for purposes of mailing Notice Packets to Settlement Class Members.

6 a. Notice By First Class U.S. Mail. Upon receipt of the Class Information, the Settlement
7 Administrator will perform a search based on the National Change of Address Database to update
8 and correct any known or identifiable address changes. Within 14 calendar days after receiving the
9 Class Information from Defendant as provided herein, the Settlement Administrator will mail copies
10 of the Notice Packet to all Driver Class Members and Dock Worker Class Members via regular First
11 Class U.S. Mail. The Settlement Administrator will exercise its best judgment to determine the
12 current mailing address for each Driver Class Member and Dock Worker Class Member. The address
13 identified by the Settlement Administrator as the current mailing address will be presumed to be the
14 best mailing address for each Driver Class Member and Dock Worker Class Member.

15 i. Undeliverable Notices. Any Notice Packets returned to the Settlement
16 Administrator as non-delivered on or before the Response Deadline will be re-mailed to the
17 forwarding address affixed thereto. If no forwarding address is provided, the Settlement
18 Administrator will promptly attempt to determine a correct address by use of skip-tracing, or other
19 search using the name, address and/or Social Security number of the Driver Class Member or Dock
20 Worker Class Member involved, and will then perform a re-mailing, if another mailing address is
21 identified by the Settlement Administrator. Driver Class Members and Dock Worker Class Members
22 who received a re-mailed Notice Packet will have their Response Deadline extended 15 days from
23 the original Response Deadline.

24 ii. Disputes Regarding Individual Settlement Payments. Driver Class Members
25 and Dock Worker Class Members will have the opportunity, should they disagree with Defendant's
26 records regarding the dates of employment stated on their Notice of Class Action Settlement, to
27 provide documentation and/or an explanation to show contrary employment dates. If there is a
28 dispute, the Settlement Administrator will consult with the Parties to determine whether an

1 adjustment is warranted. The Settlement Administrator will determine the eligibility for, and the
2 amounts of, any Individual Settlement Payments under the terms of this Agreement. The Settlement
3 Administrator's determination of the eligibility for and amount of any Individual Settlement Payment
4 will be binding upon the Settlement Class Member and the Parties.

5 iii. Disputes Regarding Administration of Settlement. Any disputes not resolved
6 by the Settlement Administrator concerning the administration of the Settlement will be resolved by
7 the Court under the laws of the State of California. Prior to any such involvement of the Court,
8 counsel for the Parties will confer in good faith to resolve the disputes without the necessity of
9 involving the Court.

10 b. Exclusions. The Notice Packet will state that Driver Class Members and Dock Worker
11 Class Members who wish to exclude themselves from the Settlement must submit a Request for
12 Exclusion by the Response Deadline. The Request for Exclusion will not be valid if it is not timely
13 submitted, if it is not signed by the Driver Class Member or Dock Worker Class Member, or if it
14 does not contain the name and address of the Driver Class Member or Dock Worker Class Member.
15 The date of the postmark on the return mailing envelope or fax stamp on the Request for Exclusion
16 will be the exclusive means used to determine whether the Request for Exclusion was timely
17 submitted. Any Driver Class Member or Dock Worker Class Member who requests to be excluded
18 from the Settlement will not be entitled to any recovery under the Settlement (with the exception of
19 the recovery under this Settlement for Plaintiffs' PAGA claims) and will not be bound by the terms
20 of the Settlement or have any right to object, appeal or comment thereon. Driver Class Members and
21 Dock Worker Class Members who fail to submit a valid and timely Request for Exclusion on or
22 before the Response Deadline will be bound by all terms of the Settlement and any final judgment
23 entered in this Action if the Settlement is approved by the Court. No later than 25 calendar days after
24 the Response Deadline, the Settlement Administrator will provide Defendant's Counsel with a final
25 list of Driver Class Members and Dock Worker Class Members who have timely submitted written
26 requests for exclusion. At no time will any of the Parties or their counsel seek to solicit or otherwise
27 encourage Driver Class Members and Dock Worker Class Members to submit requests for exclusion
28 from the Settlement.

c. Objections. The Notice Packet will state that Driver Settlement Class Members and Dock Worker Settlement Class Members who wish to object to the Settlement may file with the Court and serve on all Parties a written statement of objection (“Notice of Objection”) by the Response Deadline. The Notice of Objection must be signed by the Settlement Class Member and state: (1) the full name of the Settlement Class Member; (2) the dates of employment of the Settlement Class Member; (3) the last four digits of the Settlement Class Member’s Social Security number; (4) the name and case number of the Action; and (5) the factual and legal basis for the objection with any supporting documents and evidence. Settlement Class Members will have a right to appear at the Final Approval/Settlement Fairness Hearing in order to have their objections heard by the Court. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to file or serve written objections to the Settlement or appeal from the Order and Final Judgment. Class Counsel will not represent any Settlement Class Members with respect to any such objections.

48. Funding and Allocation of Gross Settlement Fund. The Gross Settlement Fund means a maximum payment amount of \$892,298, inclusive of the Class Counsel Award, the Class Representative Service Award, the LWDA PAGA Payment, the Class Member PAGA Payment, and the Settlement Administration Costs. The balance after deducting the Class Counsel Award, the Class Representative Service Award, the LWDA PAGA Payment, the Class Member PAGA Payment, and the Settlement Administration Costs is the Net Settlement Amount. Within 30 calendar days after the Effective Date, Defendant will provide the Gross Settlement Fund to the Settlement Administrator to fund the Settlement, as set forth in this Agreement.

a. Individual Settlement Payments. Individual Settlement Payments will be paid from the Net Settlement Amount and will be paid pursuant to the settlement formula set forth herein. Individual Settlement Payments will be mailed by regular First Class U.S. Mail to Settlement Class Members’ last known mailing address within 15 calendar days after Defendant provides funds to the Settlement Administrator for disbursement under this Agreement. Individual Settlement Payments will be allocated as follows: 25% as wages; 75% as penalties and interest. Any checks issued to Settlement Class Members will remain valid and negotiable for 180 days from the date of their

1 issuance. At that time, any such uncashed checks will be paid to the State Controller's Office
2 Unclaimed Property Fund, in the name of the Settlement Class Member, so that all Settlement Class
3 Members have an opportunity to claim their payments from the State Controller's Office Unclaimed
4 Property Fund after the expiration of the settlement checks.

5 i. Calculation of Individual Settlement Payments. The Settlement Administrator will
6 calculate the total Compensable Workweeks for all Settlement Class Members. The respective
7 Compensable Workweeks for each Settlement Class Member will be divided by the total
8 Compensable Workweeks for all Settlement Class Members, resulting in the Payment Ratio for each
9 Settlement Class Member. Each Settlement Class Member's Payment Ratio is then multiplied by the
10 Net Settlement Amount to determine the proportionate allocation. Each Individual Settlement
11 Payment will be reduced by any legally mandated employee tax withholdings (*e.g.*, employee payroll
12 taxes, etc.) for each Settlement Class Member.

13 ii. Class Member PAGA Payments. Individual PAGA Payments will be paid from the
14 Class Member PAGA Payment pursuant to the settlement formula set forth herein. Class Member
15 PAGA Payments will be mailed by regular First Class U.S. Mail to the Driver Class Member's or
16 Dock Worker Class Member's last known mailing address within 10 calendar days after Defendant
17 provides funds to the Settlement Administrator for disbursement under this Agreement. Class
18 Member PAGA Payments will be allocated as 100% as penalties. Any checks issued to the Driver
19 Class Members and Dock Worker Class Members will remain valid and negotiable for 180 days
20 from the date of their issuance. At that time, any such uncashed checks will be paid to the State
21 Controller's Office Unclaimed Property Fund, in the name of the Driver Class Member or Dock
22 Worker Class Member, so that all such individuals have an opportunity to claim their payments from
23 the State Controller's Office Unclaimed Property Fund after the expiration of the settlement checks.

24 iii. Calculation of Class Member PAGA Payments. The Settlement Administrator will
25 calculate the total Compensable Workweeks for all Driver Class Members and Dock Worker Class
26 Members. The respective Compensable Workweeks for each Driver Class Member and Dock
27 Worker Class Member will be divided by the total Compensable Workweeks for all Driver Class
28 Members and Dock Worker Class Members, resulting in the Payment Ratio for each Driver Class

1 Member or Dock Worker Class Member. Each Driver Class Member's or Dock Worker Class
2 Member's Payment Ratio is then multiplied by the Class Member PAGA Payment to determine the
3 proportionate allocation. One day worked in a given week will be credited as a workweek for
4 purposes of this calculation.

5 iv. Settlement Class Members are not eligible to receive any compensation other than
6 Individual Settlement Payments and Class Member PAGA Payments from this Settlement.

7 b. Class Representative Service Awards. Defendant agrees not to oppose or object to
8 any application or motion by Plaintiffs for a Class Representative Service Awards of up to \$10,000
9 each in exchange for the Released Claims and a General Release and for their time and effort in
10 bringing and prosecuting this matter. The Class Representative Service Awards will be paid to
11 Plaintiffs from the Gross Settlement Fund no later than 15 calendar days after Defendant provides
12 funds to the Settlement Administrator for disbursement under this Agreement. The Settlement
13 Administrator will issue an IRS Form 1099 – MISC to Plaintiffs for their respective Class
14 Representative Service Award. Plaintiffs will be solely and legally responsible to pay any and all
15 applicable taxes on their respective Class Representative Service Award and will hold harmless
16 Defendant from any claim or liability for taxes, penalties, or interest arising as a result of the Class
17 Representative Service Award. The Class Representative Service Award will be in addition to the
18 Plaintiffs' respective Individual Settlement Payment as a Settlement Class Member. In the event that
19 the Court reduces or does not approve the requested Class Representative Service Award, Plaintiffs
20 will not have the right to revoke the Settlement, and it will remain binding.

21 c. Class Counsel Award. Defendant agrees not to oppose or object to any application or
22 motion by Class Counsel for attorneys' fees not to exceed thirty five (35%) percent of the Gross
23 Settlement Fund (\$312,304.30), plus their actual costs and expenses supported by declaration, from
24 the Gross Settlement Fund. The Class Counsel Award will be paid to Class Counsel from the Gross
25 Settlement Fund no later than 15 calendar days after Defendant provides funds to the Settlement
26 Administrator for disbursement under this Agreement. Class Counsel will be solely and legally
27 responsible to pay all applicable taxes on the payment made pursuant to this paragraph. The
28 Settlement Administrator will issue an IRS Form 1099 – MISC to Class Counsel for the payments

made pursuant to this paragraph. In the event that the Court reduces or does not approve the requested Class Counsel Award, Plaintiffs and Class Counsel will not have the right to revoke the Settlement, and it will remain binding.

d. PAGA Payment. Class Counsel will comply with the settlement provisions of the Private Attorneys General Act of 2004 (“PAGA”), Cal. Labor Code section 2699 *et seq.*, including taking the following steps to effectuate settlement: (1) provide a copy of this Agreement to the LWDA at the same time this Agreement is submitted to the Court, and (2) provide to the LWDA a copy of the Court’s judgment and any other order that awards or denies PAGA penalties within 10 days after entry of judgment or order. Subject to Court approval, the Parties will allocate a PAGA Payment in the amount of \$75,000 from the Gross Settlement Fund, to be distributed as follows: 75% or \$56,250 to the LWDA (*i.e.*, LWDA PAGA Payment); and 25% or \$18,750 will be part of the Net Settlement Amount and distributed to Driver Settlement Class Members and Dock Worker Class Members (*i.e.*, the Class Members PAGA Payment) as described in this Agreement.

e. Settlement Administration Costs. The Settlement Administrator will be paid for the costs of administration of the Settlement from the Gross Settlement Fund. The estimate of such costs of administration for the disbursement of the Gross Settlement Fund is \$17,455. No fewer than 21 days prior to the Final Approval Hearing, the Settlement Administrator will provide the Parties with a statement detailing the costs of administration of this Settlement. The Settlement Administrator will be paid the Settlement Administration Costs no later than 14 calendar days after Defendant provides funds to the Settlement Administrator for disbursement under this Agreement. The Settlement Administrator, on Defendant’s behalf, will have the authority and obligation to make payments, credits and disbursements, including payments and credits in the manner set forth herein, to Settlement Class Members calculated in accordance with the methodology set out in this Agreement and orders of the Court.

i. The Parties agree to cooperate in the Settlement administration process and to make all reasonable efforts to control and minimize the cost and expenses incurred in administration of the Settlement. The Parties each represent they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a

1 conflict of interest.

2 ii. The Settlement Administrator will be responsible for: processing and mailing
3 payments to the Plaintiffs, Class Counsel, and Settlement Class Members; printing, translating and
4 mailing the Notice Packets and postcards to the Settlement Class Members as directed by the Court;
5 receiving and reporting the Request for Exclusions submitted by Settlement Class Members;
6 deducting taxes from Individual Settlement Payments and distributing tax forms; processing and
7 mailing tax payments to the appropriate state and federal taxing authorities; providing declaration(s)
8 as necessary in support of preliminary and/or final approval of this Settlement; and other tasks as the
9 Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement
10 Administrator will keep the Parties timely apprised of the performance of all Settlement
11 Administrator responsibilities. No later than 25 calendar days after the Response Deadline, the
12 Settlement Administrator will provide counsel for the Parties with a final accounting of the Gross
13 Settlement Fund and report the amount of all payments to be made to each Settlement Class Member
14 by employee number.

15 f. No person will have any claim against Defendant, Plaintiffs, Settlement Class
16 Members, Defendant's Counsel, Class Counsel or the Settlement Administrator based on
17 distributions and payments made in accordance with this Agreement.

18 49. Option to Terminate Settlement. If, after the Response Deadline and before the Final
19 Approval/Settlement Fairness Hearing, the number of Driver Class Members and Dock Worker Class
20 Members who submitted timely and valid written requests for exclusion from the Settlement is at
21 least 5% of all Driver Class Members and Dock Worker Class Members, Defendant will have, in its
22 sole discretion, the option to terminate this Settlement. If Defendant exercises its option to terminate
23 this Settlement, Defendant will: (a) provide written notice to Class Counsel within seven calendar
24 days after the Response Deadline and (b) pay all Settlement Administration Costs incurred up to the
25 date or as a result of the termination; and the Parties will proceed in all respects as if this Agreement
26 had not been executed.

27 50. Final Settlement Approval Hearing and Entry of Final Judgment. Upon expiration of
28 the Response Deadline, with the Court's permission, a Final Approval/Settlement Fairness Hearing

will be conducted to determine final approval of the Settlement along with the amount properly payable for (i) the Class Counsel Award, (ii) the Class Representative Service Award, (iii) Individual Settlement Payments, (iv) the LWDA PAGA Payment, (v) the Class Member PAGA Payment; and (vi) the Settlement Administration Costs. Pursuant to California Rule of Court 3.769(h), after granting Final Approval, the Court will retain jurisdiction over the Parties to enforce the terms of the judgment.

51. Nullification of Settlement Agreement. In the event: (i) the Court does not grant preliminary approval; (ii) the Court does not grant final approval; (iii) the Court does not enter a final judgment as provided herein; or (iv) the Settlement does not become final for any other reason, this Settlement Agreement will be null and void and any order or judgment entered by the Court in furtherance of this Settlement will be treated as void from the beginning. In such a case, the Parties and any funds to be awarded under this Settlement will be returned to their respective statuses as of the date and time immediately prior to the execution of this Agreement, and the Parties will proceed in all respects as if this Agreement had not been executed, except that any costs already incurred by the Settlement Administrator will be paid by Defendant. In the event an appeal is filed from the Court's final judgment, or any other appellate review is sought, administration of the Settlement will be stayed pending final resolution of the appeal or other appellate review, but any fees incurred by the Settlement Administrator prior to it being notified of the filing of an appeal from the Court's Final Judgment, or any other appellate review, will be paid to the Settlement Administrator within 30 days of said notification.

52. No Effect on Employee Benefits. Amounts paid to Plaintiffs or other Driver Class Members or Dock Worker Class Members pursuant to this Agreement will be deemed not to be pensionable earnings and will not have any effect on the eligibility for, or calculation of, any of the employee benefits (*e.g.*, vacations, holiday pay, retirement plans, etc.) of Plaintiffs or the Driver Class Members or Dock Worker Class Members.

53. No Admission By the Parties. Defendant denies any and all claims alleged in this Action and denies all wrongdoing whatsoever. This Agreement is not a concession or admission, and will not be used against Defendant as an admission or indication with respect to any claim of any

1 fault, concession or omission by Defendant.

2 54. Exhibits and Headings. The terms of this Agreement include the terms set forth in any
3 attached Exhibits 1-2, which are incorporated by this reference as though fully set forth herein. Any
4 Exhibits to this Agreement are an integral part of the Settlement. The descriptive headings of any
5 paragraphs or sections of this Agreement are inserted for convenience of reference only and do not
6 constitute a part of this Agreement.

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

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

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

16 58. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
17 represent they are expressly authorized by the Parties whom they represent to negotiate this
18 Agreement and to take all appropriate actions required or permitted to be taken by such Parties
19 pursuant to this Agreement to effectuate its terms, and to execute any other documents required to
20 effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other
21 and use their best efforts to effect the implementation of the Settlement. The persons signing this
22 Agreement on behalf of Defendant represent and warrant that they are authorized to sign this
23 Agreement on behalf of Defendant. Plaintiffs represent and warrants that they are authorized to sign
24 this Agreement and that she has not assigned any claim, or part of a claim, covered by this Settlement
25 to a third-party.

26 59. Binding on Successors and Assigns. This Agreement will be binding upon, and inure
27 to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

28 60. California Law Governs. All terms of this Agreement and the Exhibits hereto and any

disputes arising hereunder will be governed by and interpreted according to the laws of the State of California.

61. Counterparts. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement will exchange among themselves copies or originals of the signed counterparts.

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

63. Jurisdiction of the Court. In accordance with California Rule of Court 3.769(h), the Parties agree that the Court will retain jurisdiction with respect to the interpretation, implementation and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

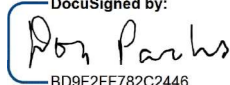
64. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

65. Press Release. Class Counsel agrees not to issue a press release or otherwise notify the media about the terms of the Settlement or advertise or market any of the terms of the Settlement through written, recorded or electronic communications. Plaintiffs and Class Counsel agree that, if contacted regarding this case, they will state only that the Action exists and has been resolved. This provision is not intended to, and does not, limit Class Counsel from responding to questions from and providing advice to the Settlement Class Members regarding the settlement after Preliminary Approval.

66. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class certification for purposes of this settlement only provided.

PLAINTIFF

DATED: 12/2/2022, 2022

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By: 
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Donald Parks

PLAINTIFF

DATED: 11/30/2022, 2022

DocuSigned by:
By: 
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Dean Knox

PLAINTIFF

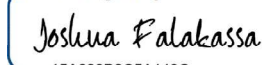
DATED: _____, 2022

By: _____
Jeremy Michael Ramey-Vicario

CLASS COUNSEL

JOSHUA FALAKASSA LAW, P.C.

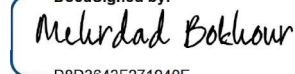
DATED: 12/2/2022, 2022

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By: 
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Joshua Falakassa

CLASS COUNSEL

BOKHOUR LAW GROUP, P.C.

DATED: 12/2/2022, 2022

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By: 
D8D3643E271940F...
Mehrdad Bokhour

CLASS COUNSEL

OTKUPMAN LAW FIRM, A LAW CORPORATION

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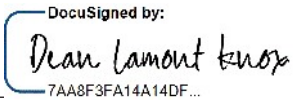
PLAINTIFF

DATED: _____, 2022

By: _____
Donald Parks

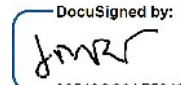
PLAINTIFF

DATED: 11/30/2022 _____, 2022

By:  _____
Dean Knox

PLAINTIFF

DATED: 11/30/2022 _____, 2022

By:  _____
Jeremy Michael Ramey-Vicario

CLASS COUNSEL
JOSHUA FALAKASSA LAW, P.C.

DATED: _____, 2022

By: _____
Joshua Falakassa

CLASS COUNSEL
BOKHOUR LAW GROUP, P.C.

DATED: _____, 2022

By: _____
Mehrddad Bokhour

CLASS COUNSEL
OTKUPMAN LAW FIRM, A LAW CORPORATION

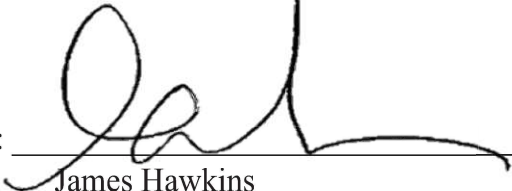
11/30/2022

DATED: _____, 2022

DocuSigned by:
Roman Otkupman
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By: _____
Roman Otkupman

CLASS COUNSEL
JAMES HAWKINS, APC

DATED: November 30, 2022

By: 
James Hawkins
Gregory Mauro

DEFENDANT
CENTRAL TRANSPORT LLC

DATED: _____, 2022

By: _____

Its: _____

DEFENDANT'S COUNSEL
OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.

DATED: _____, 2022

By: _____
Christian Keeney
Alis M. Moon

Attorneys for Defendant
Central Transport LLC

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DATED: _____, 2022

By: _____
Roman Otkupman

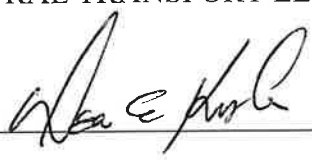
CLASS COUNSEL
JAMES HAWKINS, APC

DATED: _____, 2022

By: _____
James Hawkins
Gregory Mauro

DEFENDANT
CENTRAL TRANSPORT LLC

DATED: 12.1, 2022

By:  _____

Its: AUTHORIZED AGENT

DEFENDANT'S COUNSEL
OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.

DATED: December 2, 2022

By:  _____
Christian Keeney
Alis M. Moon

Attorneys for Defendant
Central Transport LLC