

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 May 3, 2021, Plaintiff Dean Knox sent a letter, by certified mail, return receipt requested, to the LWDA and Defendants setting forth the facts and theories of the violations alleged against Defendant on behalf of Defendant's non-exempt employees, including truck drivers and dock workers, as prescribed by Labor Code § 2698 *et seq.*

2. On August 13, 2021, Plaintiff Jeremy Michael Ramey-Vicario sent a letter, by certified mail, return receipt requested, to the LWDA and Defendant setting forth the facts and theories of the violations alleged against Defendant on behalf of Defendant's non-exempt employees, including truck drivers and dock workers, as prescribed by Labor Code § 2698 *et seq.*

3. On September 15, 2021, Plaintiff Donald Parks sent a letter, by certified mail, return receipt requested, to the LWDA and Defendant setting forth the facts and theories of the violations alleged against Defendant on behalf of Defendant's truck drivers, as prescribed by Labor Code § 2698 *et seq.*

4. 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).

5. 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

1 competition.

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

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

8 8. On December 14, 2021, Plaintiff Dean Knox filed a Complaint in the San Diego
9 County Superior Court alleging: (1) failure to provide meal and rest periods or compensation in lieu
10 thereof; (2) failure to pay all wages; (3) knowing and intentional failure to comply with itemized
11 employee wage statement provisions; (4) failure to timely pay wages due at termination; (5) failure
12 to reimburse for business expenses; and (6) failure to timely pay employees (“Knox Individual
13 Action”). The Knox Individual Action is currently pending in the United States District Court for the
14 Southern District of California (Case No. 22-cv-00055).

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

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

22 **DEFINITIONS**

23 11. “Agreement” means this Joint Stipulation of Class and Representative Action
24 Settlement.

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

27 13. “Class Counsel” means Falakassa Law, P.C.; Bokhour Law Group, P.C.; Otkupman
28 Law Firm, A Law Corporation; and James Hawkins APLC.

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

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

10 16. “Class Representative Service Award” means the amount that the Court authorizes to
11 be paid to Plaintiffs in recognition of his efforts and risks in assisting with the prosecution of the
12 Action.

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

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

21 19. “Court” means the San Bernardino County Superior Court.

22 20. “Defendant” means Central Transport LLC.

23 21. “Defendant’s Counsel” means Christian Keeney and Alis M. Moon of Jackson Lewis
24 P.C.

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

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23. “Dock Worker PAGA 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 PAGA Period.

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

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

26. “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.

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

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

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

30. “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.

31. “Second Amended Complaint” means the stipulated Second Amended Complaint, filed on or about February 23, 2023. The First Amended Complaint added Ramey-Vicario and Knox as named plaintiffs and added the claims and allegations asserted by them in their respective lawsuits against Defendant, (to the extent such claims are different than or in addition to the claims and allegations asserted in the Action). The First Amended Complaint was filed for the sole purpose of

1 facilitating this Settlement. No response to the First Amended Complaint by Defendant will be
2 required unless the settlement is not approved for any reason. .

3 32. "Gross Settlement Fund" means a maximum payment amount of \$892,298, inclusive
4 of the Class Counsel Award, the Class Representative Service Award, the LWDA PAGA Payment,
5 the PAGA Member PAGA Payment, and the Settlement Administration Costs. In no event will
6 Defendant be liable for more or less than \$892,298 as a result of this Settlement, with the exception
7 of Defendant's corporate payroll tax contributions and liabilities.

8 33. "Individual Settlement Payment" means the amount payable from the Net Settlement
9 Amount to each Settlement Class Member.

10 34. "LWDA PAGA Payment" means payment to the California Labor and Workforce
11 Development Agency ("LWDA") under the Private Attorneys General Act of 2004.

12 35. "Net Settlement Amount" means the Gross Settlement Fund, less the Class Counsel
13 Award, the Class Representative Service Award, the Class Member PAGA Payment, the LWDA
14 PAGA Payment, and the Settlement Administration Costs.

15 36. "Notice of Class Action Settlement" means the Notice of Class and Representative
16 Action Settlement (substantially in the form attached as **Exhibit 1**).

17 37. "Notice Packet" means the Notice of Class Action Settlement, Request for Exclusion,
18 and postage-paid return envelope to the Settlement Administrator.

19 38. "PAGA Released Claims" means all claims under the Private Attorneys General Act
20 that could have been premised on the facts and legal theories raised in the First Amended Complaint
21 or Plaintiffs' letters to the Labor & Workforce Development Agency, including PAGA violations as
22 to Labor Code sections 201, 202, 203, 204, 210, 218, 221, 223, 226, 226.2, 226.3, 226.7, 510, 512,
23 558, 558.1, 1174, 1174.5, 1182.12, 1197.1, 1194, 1194.2, 1194.3, 1197, 1198, 1198.5, 1199, 2802;
24 and the applicable IWC Wage Orders.

25 39. "Parties" means Plaintiffs and Defendant, collectively, and "Party" will mean either
26 Plaintiffs or Defendant, individually.

27 40. "Payment Ratio" means the respective Compensable Workweeks for each Settlement
28 Class Member divided by the total Compensable Workweeks for all Settlement Class Members (or

1 Driver PAGA Members and Dock Worker PAGA Members for the PAGA Payment).

2 41. "Plaintiffs" means Plaintiffs Parks, Knox, and Ramey-Vicario.

3 42. "Preliminary Approval" means the date on which the court grants preliminary
4 approval of the Settlement.

5 43. "Released Claims" means all claims that have been alleged or could have been alleged
6 in the First Amended Complaint, including and/or all of the following claims for relief: (a) failure to
7 pay minimum, regular, hourly, or piece-rate wages, and/or alleged off-the-clock work; (b) failure to
8 pay overtime wages or accurate overtime wages; (c) failure to pay timely wages during employment
9 or upon separation; (d) failure to provide accurate and/or complete wages statements; (e) failure to
10 maintain records; (f) failure to reimburse for business expenses; (g) unlawful withholding/deduction
11 of wages; (h) violation of California Business & Professions Code section 17200, *et seq.*; (i) an
12 alleged violation of Labor Code sections 201, 202, 203, 204, 210, 218, 221, 223, 226, 226.2, 226.3,
13 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1197.1, 1194, 1194.3, 1197, 1198, 1198.5, 1199,
14 2698, 2699 *et seq.*, 2802, (j) any other claims or penalties under the wage and hour laws pleaded in
15 the action or that could have been pleaded based on the facts alleged in the First Amended Complaint,
16 the Ramey-Vicario Class Action, the Ramey-Vicario PAGA Action, the Knox PAGA Action, and/or
17 the Knox Individual Action; (k) all claims for unpaid wages, overtime wages, damages of any kind,
18 penalties, interest, attorneys' fees, costs, injunctive relief, restitution, and any other equitable relief
19 in California statute, ordinance, regulation, common law, or other source of law, including the
20 California Labor Code, California Business and Professions Code, California Civil Code, California
21 Unfair Competition Law, California Private Attorneys General Act of 2004 ("PAGA"), California
22 Industrial Welfare Commission Wage Orders, and the Fair Labor Standards Act, that could have
23 been premised on the facts and legal theories raised in the First Amended Complaint, the Ramey-
24 Vicario Class Action, the Ramey-Vicario PAGA Action, the Knox PAGA Action, and/or the Knox
25 Individual Action or Plaintiffs' letters to the LWDA and (l) all claims under PAGA that could have
26 been premised on the facts and legal theories raised in the First Amended Complaint, the Ramey-
27 Vicario Class Action, the Ramey-Vicario PAGA Action, the Knox PAGA Action, and/or the Knox
28 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.

44. “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.

45. “Request for Exclusion” means the Request for Exclusion (substantially in the form attached as **Exhibit 2**).

46. “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.

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

48. “Settlement Administration Costs” means the amount to be paid to the Settlement Administrator from the Gross Settlement Fund for administration of this Settlement.

49. “Settlement Administrator” means ILYM Group, Inc.

50. “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

51. 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.

52. 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,

1 including Defendant providing to Plaintiffs information regarding the putative class (*e.g.*, the number
2 of putative class members, total workweeks, average hourly rate, etc.), payroll and time records for
3 Plaintiffs, and Defendant's policies and procedures affecting putative class members. As a result, the
4 Parties reached an agreement on all material terms to resolve this Action in its entirety.

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

17 54. Defendant's Reasons for Settlement. Defendant has concluded that any further
18 defense of this litigation would be protracted and expensive for all Parties. Substantial amounts of
19 time and resources of Defendant have been and, unless this Settlement is approved, will continue to
20 be devoted to the defense of the claims asserted by Plaintiffs, the Driver Class Members, and the
21 Dock Worker Class Members. Defendant has also taken into account the risks of further litigation in
22 reaching its decision to enter into this Settlement. Despite continuing to contend that it is not liable
23 for any of the claims set forth by Plaintiffs, Defendant has, nonetheless, agreed to settle in the manner
24 and upon the terms set forth in this Agreement to put to rest the claims as set forth in the Action.
25 Defendant has claimed and continues to claim that the Released Claims have no merit and do not
26 give rise to liability. This Agreement is a compromise of disputed claims. Nothing contained in this
27 Agreement and no documents referred to herein and no action taken to carry out this Agreement may
28 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.

55. 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

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

57. PAGA Release. As of the Effective Date, in exchange for a PAGA Member PAGA Payment, Plaintiffs, the Driver PAGA Members, and the Dock Worker PAGA Members will release the Released Parties from the PAGA Released Claims for either the Driver PAGA Period for the Driver PAGA Members or the Dock Worker PAGA Period for the Dock Worker PAGA Members. Plaintiffs, the Driver PAGA Members, and the Dock Worker PAGA 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 PAGA Released Claims. Regardless, the discovery of new facts or legal arguments will in no way limit the scope or definition of the PAGA Released Claims and by virtue of this Agreement,

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

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

11 A general release does not extend to claims that the creditor or
12 releasing party does not know or suspect to exist in his or her favor at
13 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.

14 Plaintiffs may hereafter discover facts in addition to or different from those they now know
15 or believe to be true, but upon the Effective Date, will be deemed to have, and by operation of the
16 final judgment will have, fully, finally, and forever settled and released any and all claims and causes
17 of action against the Released Parties, whether known or unknown, suspected or unsuspected,
18 contingent or non-contingent, which now exist, or heretofore have existed, upon any theory of law
19 or equity, including but not limited to conduct that is negligent, intentional, with or without malice,
20 or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such
21 different or additional facts.

22 59. Tax Liability. The Parties make no representations as to the tax treatment or legal
23 effect of the payments called for hereunder, and the Driver Class Members and Dock Worker Class
24 Members are not relying on any statement or representation by the Parties in this regard. The Driver
25 Class Members and Dock Worker Class Members understand and agree that they will be responsible
26 for the payment of any employee taxes and penalties assessed on the payments described herein and
27 will hold the Parties free and harmless from and against any claims, liabilities, costs and expenses,
28 including attorney's fees, resulting in any way from personal tax treatment of the payments made

1 pursuant to this Agreement, including the treatment of such payments as not subject to withholding
2 or deduction for payroll and employment taxes.

3 60. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
4 the “acknowledging party” and each Party to this Agreement other than the acknowledging party, an
5 “other party”) acknowledges and agrees that: (1) no provision of this Agreement, and no written
6 communication or disclosure between or among the Parties or their attorneys and other advisers, is
7 or was intended to be, nor will any such communication or disclosure constitute or be construed or
8 be relied upon as, tax advice within the meaning of United States Treasury Department circular 230
9 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her
10 or its own, independent legal and tax counsel for advice (including tax advice) in connection with
11 this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other
12 Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any
13 communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty
14 that may be imposed on the acknowledging party, and (3) no attorney or adviser to any other Party
15 has imposed any limitation that protects the confidentiality of any such attorney’s or adviser’s tax
16 strategies (regardless of whether such limitation is legally binding) upon disclosure by the
17 acknowledging party of the tax treatment or tax structure of any transaction, including any
18 transaction contemplated by this Agreement.

19 61. Settlement Administration. Within 30 calendar days after the Court grants
20 Preliminary Approval of this Agreement, Defendant will provide the Settlement Administrator with
21 the Class Information for purposes of mailing Notice Packets to Settlement Class Members.

22 a. Notice By First Class U.S. Mail. Upon receipt of the Class Information, the Settlement
23 Administrator will perform a search based on the National Change of Address Database to update
24 and correct any known or identifiable address changes. Within 14 calendar days after receiving the
25 Class Information from Defendant as provided herein, the Settlement Administrator will mail copies
26 of the Notice Packet to all Driver Class Members and Dock Worker Class Members via regular First
27 Class U.S. Mail. The Settlement Administrator will exercise its best judgment to determine the
28 current mailing address for each Driver Class Member and Dock Worker Class Member. The address

1 identified by the Settlement Administrator as the current mailing address will be presumed to be the
2 best mailing address for each Driver Class Member and Dock Worker Class Member.

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

12 ii. Disputes Regarding Individual Settlement Payments. Driver Class Members
13 and Dock Worker Class Members will have the opportunity, should they disagree with Defendant's
14 records regarding the dates of employment stated on their Notice of Class Action Settlement, to
15 provide documentation and/or an explanation to show contrary employment dates. If there is a
16 dispute, the Settlement Administrator will consult with the Parties to determine whether an
17 adjustment is warranted. The Settlement Administrator will determine the eligibility for, and the
18 amounts of, any Individual Settlement Payments under the terms of this Agreement. The Settlement
19 Administrator's determination of the eligibility for and amount of any Individual Settlement Payment
20 will be binding upon the Settlement Class Member and the Parties.

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

26 b. Exclusions. The Notice Packet will state that Driver Class Members and Dock Worker
27 Class Members who wish to exclude themselves from the Settlement must submit a Request for
28 Exclusion by the Response Deadline. The Request for Exclusion will not be valid if it is not timely

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

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

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

1 taxes, etc.) for each Settlement Class Member.

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

15 iii. Calculation of Class Member PAGA Payments. The Settlement Administrator will
16 calculate the total Compensable Workweeks for all Driver PAGA Members and Dock Worker PAGA
17 Members. The respective Compensable Workweeks for each Driver Class Member and Dock
18 Worker Class Member will be divided by the total Compensable Workweeks for all Driver PAGA
19 Members and Dock Worker PAGA Members, resulting in the Payment Ratio for each Driver PAGA
20 Member or Dock Worker PAGA Member. Each Driver PAGA Member's or Dock Worker PAGA
21 Member's Payment Ratio is then multiplied by the Class Member PAGA Payment to determine the
22 proportionate allocation. One day worked in a given week will be credited as a workweek for
23 purposes of this calculation.

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

26 b. Class Representative Service Awards. Defendant agrees not to oppose or object to
27 any application or motion by Plaintiffs for a Class Representative Service Awards of up to \$10,000
28 each in exchange for the Released Claims and a General Release and for their time and effort in

bringing and prosecuting this matter. The Class Representative Service Awards will be paid to Plaintiffs from the Gross Settlement Fund no later than 15 calendar days after Defendant provides funds to the Settlement Administrator for disbursement under this Agreement. The Settlement Administrator will issue an IRS Form 1099 – MISC to Plaintiffs for their respective Class Representative Service Award. Plaintiffs will be solely and legally responsible to pay any and all applicable taxes on their respective Class Representative Service Award and will hold harmless Defendant from any claim or liability for taxes, penalties, or interest arising as a result of the Class Representative Service Award. The Class Representative Service Award will be in addition to the Plaintiffs' respective Individual Settlement Payment as a Settlement Class Member. In the event that the Court reduces or does not approve the requested Class Representative Service Award, Plaintiffs will not have the right to revoke the Settlement, and it will remain binding.

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

1 Payment in the amount of \$75,000 from the Gross Settlement Fund, to be distributed as follows: 75%
2 or \$56,250 to the LWDA (*i.e.*, LWDA PAGA Payment); and 25% or \$18,750 will be part of the Net
3 Settlement Amount and distributed to Driver Settlement PAGA Members and Dock Worker PAGA
4 Members (*i.e.*, the Class Members PAGA Payment) as described in this Agreement.

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

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

21 ii. The Settlement Administrator will be responsible for: processing and mailing
22 payments to the Plaintiffs, Class Counsel, and Settlement Class Members; printing, translating and
23 mailing the Notice Packets and postcards to the Settlement Class Members as directed by the Court;
24 receiving and reporting the Request for Exclusions submitted by Settlement Class Members;
25 deducting taxes from Individual Settlement Payments and distributing tax forms; processing and
26 mailing tax payments to the appropriate state and federal taxing authorities; providing declaration(s)
27 as necessary in support of preliminary and/or final approval of this Settlement; and other tasks as the
28 Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement

1 Administrator will keep the Parties timely apprised of the performance of all Settlement
2 Administrator responsibilities. No later than 25 calendar days after the Response Deadline, the
3 Settlement Administrator will provide counsel for the Parties with a final accounting of the Gross
4 Settlement Fund and report the amount of all payments to be made to each Settlement Class Member
5 by employee number.

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

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

18 64. Final Settlement Approval Hearing and Entry of Final Judgment. Upon expiration of
19 the Response Deadline, with the Court's permission, a Final Approval/Settlement Fairness Hearing
20 will be conducted to determine final approval of the Settlement along with the amount properly
21 payable for (i) the Class Counsel Award, (ii) the Class Representative Service Award, (iii) Individual
22 Settlement Payments, (iv) the LWDA PAGA Payment, (v) the Class Member PAGA Payment; and
23 (vi) the Settlement Administration Costs. Pursuant to California Rule of Court 3.769(h), after
24 granting Final Approval, the Court will retain jurisdiction over the Parties to enforce the terms of the
25 judgment.

26 65. Nullification of Settlement Agreement. In the event: (i) the Court does not grant
27 preliminary approval; (ii) the Court does not grant final approval; (iii) the Court does not enter a final
28 judgment as provided herein; or (iv) the Settlement does not become final for any other reason, this

1 Settlement Agreement will be null and void and any order or judgment entered by the Court in
2 furtherance of this Settlement will be treated as void from the beginning. In such a case, the Parties
3 and any funds to be awarded under this Settlement will be returned to their respective statuses as of
4 the date and time immediately prior to the execution of this Agreement, and the Parties will proceed
5 in all respects as if this Agreement had not been executed, except that any costs already incurred by
6 the Settlement Administrator will be paid by Defendant. In the event an appeal is filed from the
7 Court's final judgment, or any other appellate review is sought, administration of the Settlement will
8 be stayed pending final resolution of the appeal or other appellate review, but any fees incurred by
9 the Settlement Administrator prior to it being notified of the filing of an appeal from the Court's
10 Final Judgment, or any other appellate review, will be paid to the Settlement Administrator within
11 30 days of said notification.

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

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

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

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

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

3 71. Entire Agreement. This Agreement and any attached Exhibits constitute the entire
4 Agreement among these Parties, and no oral or written representations, warranties or inducements
5 have been made to any Party concerning this Agreement or its Exhibits other than the representations,
6 warranties and covenants contained and memorialized in the Agreement and its Exhibits.

7 72. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
8 represent they are expressly authorized by the Parties whom they represent to negotiate this
9 Agreement and to take all appropriate actions required or permitted to be taken by such Parties
10 pursuant to this Agreement to effectuate its terms, and to execute any other documents required to
11 effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other
12 and use their best efforts to effect the implementation of the Settlement. The persons signing this
13 Agreement on behalf of Defendant represent and warrant that they are authorized to sign this
14 Agreement on behalf of Defendant. Plaintiffs represent and warrants that they are authorized to sign
15 this Agreement and that she has not assigned any claim, or part of a claim, covered by this Settlement
16 to a third-party.

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

19 74. California Law Governs. All terms of this Agreement and the Exhibits hereto and any
20 disputes arising hereunder will be governed by and interpreted according to the laws of the State of
21 California.

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

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

77. 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.

78. 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.

79. 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.

80. 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: _____, 2023

By: _____
Donald Parks

PLAINTIFF

DATED: _____, 2023

By: _____
Dean Knox

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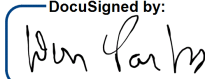
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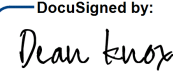
PLAINTIFF

DATED: 6/14/2023, 2023

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 By: _____
 Donald Parks

PLAINTIFF

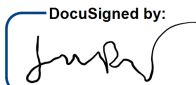
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 Dean Knox

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PLAINTIFF

DATED: 5/30/2023

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By: 
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Jeremy Michael Ramey-Vicario

CLASS COUNSEL

JOSHUA FALAKASSA LAW, P.C.

DATED: _____, 2023

By: _____
Joshua Falakassa

CLASS COUNSEL

BOKHOUR LAW GROUP, P.C.

DATED: _____, 2023

By: _____
Mehrdad Bokhour

CLASS COUNSEL

OTKUPMAN LAW FIRM, A LAW CORPORATION

DATED: _____, 2023

By: _____
Roman Otkupman

CLASS COUNSEL

JAMES HAWKINS, APC

DATED: 5/30/2023

By: 
James Hawkins
Gregory Mauro

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PLAINTIFF

DATED: _____, 2023

By: _____
Jeremy Michael Ramey-Vicario

CLASS COUNSEL

JOSHUA FALAKASSA LAW, P.C.

6/13/2023
DATED: _____, 2023

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Joshua Falakassa
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By: _____
Joshua Falakassa

CLASS COUNSEL

BOKHOUR LAW GROUP, P.C.

6/13/2023
DATED: _____, 2023

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Mehrdad Bokhour
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By: _____
Mehrdad Bokhour

CLASS COUNSEL

OTKUPMAN LAW FIRM, A LAW CORPORATION

6/12/2023
DATED: _____, 2023

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Roman OTKUPman
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By: _____
Roman Otkupman

CLASS COUNSEL

JAMES HAWKINS, APC

DATED: _____, 2023

By: _____
James Hawkins
Gregory Mauro

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DEFENDANT
CENTRAL TRANSPORT LLC

DATED: _____, 2023

By: K. Kaluzinski
Its: Corporate Counsel

DEFENDANT'S COUNSEL
JACKSON LEWIS P.C.

DATED: June 12, 2023

By: 
Christian Keeney
Alis M. Moon

Attorneys for Defendant
Central Transport LLC