

1 **CLASS ACTION AND PAGA SETTLEMENT AGREEMENT**

2 This Class Action and PAGA Settlement Agreement is entered into by and between
3 Plaintiff Camron Oliver, individually and on behalf of all others similarly situated, and Defendant
4 Ozark Trucking, Inc., and is approved by their respective counsel of record, subject to the terms
5 and conditions hereof and the Court's approval.

6 **A. Definitions**

7 1. "Action" or "Lawsuit" means and refers to the case entitled *Oliver v. Ozark*
8 *Trucking, Inc.*, Case No. 34-2021-00310217, filed in Sacramento County Superior Court.

9 2. "Aggrieved Employees" include all non-exempt employees who work or worked
10 for Defendant in California from October 22, 2020, until April 10, 2023.

11 3. "Agreement," "Settlement Agreement," "Settlement," or "Stipulation" shall mean
12 this Class Action and PAGA Settlement Agreement, including any attached Exhibits.

13 4. "Class Claims" or "Released Class Claims" will include all claims that were pled
14 in the Second Amended Complaint and all claims that could have been alleged in the Second
15 Amended Complaint based on the facts alleged therein, including, claims for failure to pay
16 minimum wages, failure to pay overtime wages and/or failure to pay such wages at the correct
17 rate(s) of pay, failure to pay all sick time wages, meal and rest break violations, failure to provide
18 accurate itemized wage statements, failure to timely pay all wages upon separation of
19 employment, unfair and unlawful business practices.

20 5. "Class Counsel" refers to Mehrdad Bokhour of Bokhour Law Group, P.C. and
21 Joshua Falakassa of Falakassa Law, P.C.

22 6. "Class Data" means a complete list that Defendant will diligently and in good faith
23 compile from its records and provide to the Settlement Administrator on one spreadsheet and
24 shall include the Settlement Class Members' full names; last known addresses; telephone
25 numbers; Social Security Numbers; and dates of employment and/or number of Workweeks
26 Worked as non-exempt or hourly employees of Defendant during the Class Period and the PAGA
27 Period for each Settlement Class Member. At no time during the Settlement process will any
28 Class Member's address, Social Security number, or telephone number be filed with the Court,

1 except under seal as may be ordered.

2 7. “Class Period” and “Class Release Period” shall mean October 25, 2017 until April
3 10, 2023.

4 8. “Class Representative” or “Plaintiff” means and refers to Camron Oliver.

5 9. “Complaint” refers to the Second Amended Complaint Plaintiff has agreed,
6 pursuant to Paragraph 48 below, to file in Sacramento County Superior Court action entitled
7 *Oliver v. Ozark Trucking, Inc.*, Case No. 34-2021-00310217.

8 10. “Court” means the California Superior Court, County of Sacramento or any Court
9 of competent jurisdiction.

10 11. “Defendant” means and refers to Ozark Trucking, Inc.

11 12. “Defendant’s Counsel” or “Defense Counsel” means and refers to Timothy B. Del
12 Castillo and Lisa L. Bradner of Castle Law: California Employment Counsel, PC.

13 13. “Effective Date” means the latter of (a) The Court’s final approval of the
14 settlement if no objections by or on behalf of Class Members have been filed and not withdrawn;
15 (b) the time for appeal has expired if an objection has been filed and no appeal has been filed or
16 withdrawn; or (c) the final resolution of any appeal that has been filed. “Final” means that the
17 Settlement has been granted “Final Approval” by the Court and the “Effective Date” has occurred.

18 14. “Final Approval” refers to the order of the Court granting final approval of this
19 Settlement Agreement and entering a judgment approving this Settlement on substantially the
20 same terms provided herein or as may be modified by subsequent agreement of the Parties or
21 order of the Court.

22 15. “Final Settlement Class” means, collectively, all Participating Class Members and
23 all Aggrieved Employees.

24 16. “Individual Settlement Amount” shall have the meaning ascribed to it in Paragraph
25 49(d) below.

26 17. “Net Settlement Amount” shall have the meaning ascribed to it in Paragraph 49(c)
27 below.

28 18. “Notice” means the notice of settlement of class action and PAGA Settlement that

1 will be sent to the Settlement Class Members.

2 19. “Notice Response Deadline” is 45 calendar days from the date the Notice is mailed
3 to the Settlement Class Members.

4 20. “Objecting Settlement Class Member” means a Settlement Class Member, other
5 than Plaintiff, who submits a valid and timely objection to the terms of this Agreement with
6 respect to the Class Claims pursuant to Paragraph 72(a) below.

7 21. “PAGA” shall refer to the California Labor Code Private Attorneys General Act
8 of 2004, California Labor Code Sections 2698–2699.5.

9 22. “PAGA Claims” or “Released PAGA Claims” shall include any and all claims for
10 civil penalties pursuant to PAGA based on the allegations stated in the PAGA Notice and that
11 were or could have been pled in the Second Amended Complaint based on the facts alleged
12 therein, including claims for failure to pay minimum wages, failure to pay overtime wages and/or
13 failure to pay such wages at the correct rate(s) of pay, failure to pay sick time wages, meal and
14 rest break violations, failure to provide accurate itemized wage statements, failure to timely pay
15 all wages upon separation of employment, and unlawful business practices.

16 23. “PAGA Notice” shall refer to the notices sent by Plaintiff, by and through counsel,
17 on or about October 22, 2021 and February 22, 2023, to the LWDA and to Defendant, alleging
18 that Defendant engaged in violations of the California Labor Code and California Wage Order(s).

19 24. “PAGA Period” and “PAGA Release Period” shall mean October 22, 2020, until
20 April 10, 2023.

21 25. “Participating Class Member” means any and all Settlement Class Members who
22 are deemed to participate and receive an Individual Settlement Amount for the Class Claims and
23 who do not opt-out of the settlement of the Class Claims by submitting timely valid Requests for
24 Exclusion.

25 26. “Parties” or “Settling Parties” mean Plaintiff, the Settlement Class Members, the
26 Aggrieved Employees, and Defendant, collectively.

27 27. “Preliminary Approval Date” means the date the Court preliminarily approves the
28 Settlement Agreement, and the exhibits thereto, and enters the Preliminary Approval Order.

1 28. “Preliminary Approval Order” means the judicial Order to be entered by the Court,
2 upon the application or motion of the Plaintiff, preliminarily approving this Settlement and
3 providing for the issuance of the Notice to the Settlement Class Members, an opportunity to opt
4 out of settlement of the Class Claims, an opportunity to submit timely objections to the terms of
5 this Settlement related to the Class Claims, and setting a hearing on the fairness of the terms of
6 Settlement, including approval of attorneys’ fees and costs.

7 29. “QSF” means the Qualified Settlement Fund set up by the Settlement
8 Administrator for the benefit of the Final Settlement Class, and from which the settlement
9 payments shall be made, and which is intended to be a fund that qualifies under Internal Revenue
10 Code Section 468.

11 30. “Release” shall mean the release and discharge of the Class Claims by Plaintiff
12 and all of the Participating Class Members and the release and discharge of the PAGA Claims by
13 Plaintiff and all of the Aggrieved Employees.

14 31. “Released Parties” shall refer to Defendant, together with its current and former
15 officers, directors, members, managers, shareholders, agents, insurers, charitable organizations,
16 parents, subsidiaries, affiliates, operators, partners, attorneys, successors, and assignees.

17 32. “Request for Exclusion” shall have the meaning ascribed to it in Paragraph 72(a)
18 below.

19 33. “Second Amended Complaint” means the Second Amended Complaint Plaintiff
20 has agreed to file in this Action pursuant to Paragraph 48 below.

21 34. “Service Payment” or “Service Award” means the amount approved by the Court
22 to be paid to Class Representative in addition to his Individual Settlement Amount as a
23 Participating Class Member.

24 35. “Settlement Administration Costs” means the costs payable from the Settlement
25 Amount to the Settlement Administrator for administering this Settlement, including, but not
26 limited to, printing, distributing, and tracking documents for this Settlement, tax reporting, due
27 diligence, reporting and remittance obligations, distributing the Settlement Amount, and
28 providing necessary reports and declarations, as requested by the Parties. The Settlement

Administration Costs shall be paid from the Settlement Amount.

36. “Settlement Administrator” means and refers to ILYM Group, Inc., which the Parties have mutually agreed will provide the Notice to the Class Members and distribute the settlement amounts as described in this Agreement.

37. “Settlement Amount” or “Gross Settlement Amount” shall have the meaning ascribed to it in Paragraph 49(a) below.

38. “Settlement Class Member” or “Class Member” refers to individual members of the Settlement Class.

39. “Settlement Class” and “Settlement Class Members” refers to all persons who are or were previously employed by Defendant in California classified as a non-exempt employee during the Class Period.

40. “Workweeks Worked” for each Settlement Class Member and Aggrieved Employee means any workweek during the Class Period and/or the PAGA Period, as applicable, in which the Settlement Class Member and/or Aggrieved Employee was employed by Defendant as a non-exempt employee in California and worked at least one shift during the workweek for or on behalf of Defendant for which a prior release of claims has not been signed. Workweeks Worked shall not include weeks where a Settlement Class Member and/or Aggrieved Employee only had sick time, vacation time, was on leave, or otherwise did not record any actual work time in Defendant’s timekeeping system. Workweeks Worked will be calculated based on Defendant’s business records.

B. General Terms

41. On or about October 25, 2021, Plaintiff filed a class action complaint in the Court against Defendant, including allegations of: (1) failure to pay sick time wages, (3) failure to indemnify all necessary business expenditures, (4) wage statement violations, (4) waiting time penalties, and (5) unfair competition. On May 10, 2022, Plaintiff filed a First Amended Complaint adding a cause of action for PAGA penalties based on the underlying Labor Code violations. Plaintiff has agreed to file a Second Amended Complaint to add class claims and predicate violations to the PAGA claim for alleged failure to pay all overtime wages and meal

1 and rest period violations and to add a cause of action for PAGA penalties based on the underlying
2 Labor Code violations asserted in the PAGA Notice as discussed in Paragraph 48 below.

3 42. Defendant denies Plaintiff's claims and allegations and contends that the Action
4 is not suitable for class certification and/or representative treatment.

5 43. Class Representative believes he can proceed with his class and representative
6 claims, that the Action is meritorious, and that class certification is appropriate.

7 44. The Parties have conducted a thorough investigation into the facts of the Action.
8 This includes conducting extensive exchange of informal discovery, including Defendant's
9 written policies and practices and the production of payroll and timekeeping records for
10 Settlement Class Members and Aggrieved Employees. Class Counsel is both knowledgeable
11 about and has done extensive research with respect to the applicable law and potential defenses
12 to the claims of the Settlement Class Members and Aggrieved Employees. Class Counsel has
13 diligently pursued an investigation of the Class Members' claims against Defendant. Based on
14 the foregoing data and on their own independent investigation and evaluation, Class Counsel is
15 of the opinion that the settlement with Defendant for the consideration and on the terms set forth
16 in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the
17 Settlement Class Members and Aggrieved Employees in light of all known facts and
18 circumstances, including the risk of significant delay and uncertainty associated with litigation,
19 various defenses asserted by Defendant, and numerous potential appellate issues.

20 45. On January 31, 2023, the Parties participated in mediation before Lynn Frank,
21 Esq., a highly experienced class action mediator. After a full-day mediation, the mediator issued
22 a proposal that was accepted by the Parties. The Parties agree that the terms and conditions of this
23 Agreement are the result of lengthy, intensive, arms-length negotiations between the Parties
24 supervised by a highly experienced class action mediator. This Agreement represents a
25 compromise and settlement of highly disputed claims, and is intended to settle, compromise and
26 discharge the Released Claims against the Released Parties fully, finally, and forever.

27 46. The Parties agree that neither the Parties' Settlement, this Agreement, nor the acts
28 to be performed or judgments to be entered pursuant to the terms of the Settlement and

1 Agreement, shall be construed as an admission by Defendant of any wrongdoing or violation of
2 any statute or law or liability on the claims or allegations in the Action.

3 47. Stipulation for Class Certification and Representative Treatment. For settlement
4 purposes only, Defendant will stipulate that the Settlement Class Members described herein who
5 do not Request Exclusion from the Settlement Class may be conditionally certified as a settlement
6 class and that the Aggrieved Employees are appropriate for representative treatment for purposes
7 of settlement. This stipulation to certification and representative treatment is in no way an
8 admission that class action certification and/or representative treatment is proper and shall not be
9 admissible in this or in any other action except for the sole purposes of enforcing this Agreement.
10 Should, for whatever reason, the Court fail to issue Final Approval, the Parties' stipulation to
11 class certification and representative treatment as part of the Settlement shall become null and
12 void *ab initio* and shall have no bearing on and shall not be admissible in connection with the
13 issue of whether or not class certification and/or representative treatment would be appropriate in
14 a non-settlement context. Defendant expressly reserves its rights and declares that it will continue
15 to oppose class certification, representative treatment, and the substantive merits of the case
16 should the Court fail to issue Final Approval. Plaintiff expressly reserves his rights and declares
17 that he will continue to pursue class certification and representative treatment and a trial should
18 the Court fail to issue Final Approval.

19 **C. Terms of Settlement**

20 48. Second Amended Complaint: Within seven (7) days of execution of this
21 Agreement, Plaintiff will file a Second Amended Complaint, adding all the claims asserted in the
22 PAGA Notice not already included in Plaintiff's First Amended Complaint, including class claims
23 for and predicate violations to the PAGA claim for alleged failure to pay all overtime wages, meal
24 and rest break violations, failure to maintain accurate employment records, and to add a cause of
25 action for PAGA penalties based on the foregoing Labor Code violations. Plaintiff agrees that
26 Defendant will have no obligation to file a responsive pleading to the First Amended Complaint,
27 and that Plaintiff will not seek entry of a default judgment in the event Defendant does not file a
28 responsive pleading by the applicable deadline.

1 49. The financial terms of the Settlement are as follows:

2 (a) Gross Settlement Amount: The Parties agree to settle this Action for Five Hundred
3 Fifty-Five Thousand Dollars (\$555,000) (“the Settlement Amount”). The Settlement Amount is
4 the maximum amount that will be paid by Defendant, and includes Individual Settlement
5 Amounts, attorneys’ fees of Class Counsel, costs and expenses, the Service Payment to Class
6 Representative, all Settlement Administration Costs, and payment to the Labor Workforce
7 Development Agency (LWDA) for PAGA penalties. Defendant shall separately pay the
8 employers’ share of applicable payroll taxes.

9 (b) If the number of workweeks worked by the Settlement Class (as described above)
10 is greater than 10% above 26,140 (i.e., that the number of workweeks during that period exceed
11 28,754), Defendant has the option to either: (1) agree to increase the Gross Settlement Amount
12 on a proportional basis (i.e., if there was 11% increase in the number workweeks during the Class
13 Period, Defendants would agree to increase the Gross Settlement Amount by 1%); or (2) in the
14 alternative, in the event that this escalator provision is triggered, then Defendants have the option
15 to elect to end the Class Period so as to have an earlier end date in order to limit the covered
16 workweeks to 26,140 in lieu of paying an increase to the Maximum Settlement Amount.

17 (c) Net Settlement Amount: The “Net Settlement Amount” is defined as the
18 Settlement Amount less attorneys’ fees and litigation costs as approved and awarded by the Court,
19 the Service Payment to Class Representative as approved and awarded by the Court, the
20 Settlement Administration Costs, as approved and awarded by the Court, and the Ten Thousand
21 Dollars (\$10,000.00) allocated to payment for PAGA penalties as described in paragraph 49(d)
22 below. In the event that the Court reduces the attorneys’ fees and litigation costs or Service
23 Awards, Settlement Administration Costs, or either increases or decreases the amount allocated
24 to PAGA penalties, the Net Settlement Sum shall be increased or decreased accordingly.

25 (d) Individual Settlement Amounts for the Settlement Class: The Settlement
26 Administrator will use the Class Data provided by Defendant to calculate each Participating Class
27 Member’s and Aggrieved Employee’s Individual Settlement Amounts based on the following
28 formula:

i. PAGA Amount: \$50,000 of the Gross Settlement Amount has been designated to the PAGA claims. Twenty-five percent (25%) or \$12,500, shall be paid out to Aggrieved Employees, while seventy-five percent (75%), or \$37,500, will be paid to the LWDA. Each Aggrieved Employee shall receive a portion of the \$12,500 proportionate to the number of Workweeks Worked by the Aggrieved Employees during the PAGA Period compared to the total number of Workweeks Worked by all Aggrieved Employees during the PAGA Period. Aggrieved Employees shall have their settlement amount for the Released PAGA claims paid one hundred percent (100%) as civil penalties for which no taxes will be withheld and for which a Form 1099 will be issued by the Settlement Administrator.

ii. Class Amount: The Net Settlement Amount shall be allocated to each Participating Class Member based on his/her/their proportionate Workweeks Worked during the Class Period. This is determined by multiplying the Net Settlement Amount by a fraction, the numerator of which is the Participating Class Member's total Workweeks Worked during the Class Period, and the denominator of which is the total Workweeks Worked by all Participating Class Members during the Class Period. If there are any timely submitted Requests for Exclusion, the Settlement Administrator shall proportionately increase the Individual Settlement Amounts for each Participating Class Member so that the amount actually distributed to Participating Class Members equals 100% of the Net Settlement Amount allocated toward Released Class Claims.

(e) Allocation of Individual Settlement Amounts: The Individual Settlement Amounts will be allocated for tax purposes based on the allegations in the Action as follows: twenty percent (20%) will be paid as wages subject to withholding of all applicable local, state, and federal taxes; and eighty percent (80%) will be paid as interest and as civil penalties (pursuant to, *e.g.*, California Labor Code sections 203 and 226) from which no taxes will be withheld. The Settlement Administrator will issue to each Participating Class Member an Internal Revenue Service Form W-2 and comparable state forms with respect to the wage allocation and a Form 1099 with respect to the civil penalties and interest allocations.

(f) Service Payment to Class Representative: The amount awarded to Class Representative as a Service Payment will be set by the Court in its discretion, not to exceed

1 \$10,000. Defendant agrees not to oppose this request. The Service Payment to Class
2 Representative will be paid out of the Gross Settlement Amount. Class Representative will be
3 issued IRS Form 1099 in connection with this payment. Plaintiff shall be solely and legally
4 responsible to pay any and all applicable taxes on this payment. The Parties agree that any amount
5 awarded by the Court as the Service Payment to Plaintiff less than the requested amount shall not
6 be a basis for Plaintiff or Class Counsel to void this Stipulation. Should the Court approve a lesser
7 amount for the Service Payment, the difference shall be added to the Net Settlement Amount to
8 be distributed to the Participating Class Members. In the event of any appeal of the amount of the
9 service awards (if any) approved by the Court, if, after the exhaustion of any such appellate
10 review, additional amounts not awarded to Class Representative shall be added to the Net
11 Settlement Amount to be distributed to the Participating Class Members.

12 (g) Attorneys' Fees and Costs: Defendant agrees not to oppose a request by Class
13 Counsel to the Court for an award of attorneys' fees of one-third (33.33%) of the Settlement
14 Amount (approximately \$185,185), plus reasonable litigation costs not to exceed \$20,000
15 ("Attorneys' Fees and Cost Award"). For purposes of this Settlement, Defendant agrees not to
16 oppose any contention by Class Counsel that attorneys' fees should be based on the common fund
17 theory. The Attorneys' Fee and Cost Award shall be paid from the Gross Settlement Amount, and
18 except for this award, Defendant shall have no further obligation to pay any attorneys' fees, costs,
19 or expenses to Class Counsel. Should the Court approve a lesser amount than what is sought by
20 Class Counsel, the difference shall be added to the Net Settlement Amount to be distributed to
21 the Participating Class Members. Any Court order awarding less than the amount sought by Class
22 Counsel shall not be grounds to rescind the Settlement Agreement or otherwise void the
23 Settlement. In the event of any appeal of the amount of the awards of attorneys' fees and costs (if
24 any) approved by the Court, final funding and administration of the portion of the attorneys' fees
25 and/or costs award in dispute will be segregated and stayed pending the exhaustion of appellate
26 review. If, after the exhaustion of any such appellate review, additional amounts not awarded to
27 as attorneys' fees and costs shall be added to the Net Settlement Amount to be distributed to the
28 Participating Class Members and/or Aggrieved Employees. The Settlement Administrator shall

1 issue to Class Counsel an IRS Form 1099 reflecting the amount of attorneys' fees and costs
2 awarded by the Court. Class Counsel agrees that any allocation of fees between or among Class
3 Counsel and any other attorney representing or claiming to represent the Class Members shall be
4 the sole responsibility of Class Counsel.

5 (h) Settlement Administration Costs: The fees and other charges of the Settlement
6 Administrator will be paid from the Gross Settlement Amount, not to exceed \$6,000 subject to
7 Court approval, unless approved by all Parties and the Court.

8 (i) Tax Liability: Class Counsel, Defendant, and Defendant's Counsel make no
9 representations as to the tax treatment or legal effect of Settlement Amounts called for hereunder,
10 and Plaintiff and the Settlement Class Members are not relying on any statement or representation
11 by Class Counsel, Defendant, or Defendant's Counsel in this regard. Plaintiff and Final Settlement
12 Class Members understand and agree that they will be solely responsible for the payment of any
13 taxes and penalties assessed on their respective Settlement Amounts described herein. Income tax
14 withholding will also be made pursuant to applicable federal, state, and/or local withholding codes
15 or regulations. Forms W-2 and/or Forms 1099 will be distributed at times and in the manner
16 required by the Internal Revenue Code of 1986 (the "Code") and consistent with this Agreement.
17 If the Code, the regulations promulgated thereunder, or other applicable tax law, are changed after
18 the date of this Agreement, the processes set forth in this Section may be modified in a manner to
19 bring Defendant into compliance with any such changes.

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

24 50. No Credit Towards Benefit Plans. The Individual Settlement Payments and
25 Individual PAGA Payments made to Participating Class Members and/or Aggrieved Employees
26 under this Settlement, as well as any other payment made pursuant to this Settlement, will not be
27 utilized to calculate any additional benefits under any benefit plans to which any Class Members
28 and/or Aggrieved Employees may be eligible, including but not limited to: profit-sharing plans,

bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect the rights, contributions, or amounts to which any Class Member and/or Aggrieved Employees may be entitled under benefit plans.

51. "Non-Reversionary" Settlement. This is a "non-reversionary" settlement. Under no circumstances will any portion of the Settlement Amount revert to Defendant. Final Settlement Class Members will not have to make a claim to receive an Individual Settlement Amount. Distributions, in the form of Individual Settlement Amounts, will be made directly to each Final Settlement Class Member. The Settlement Administrator shall be responsible for accurately and timely reporting any remittance obligations with respect to unclaimed funds as a result of a Final Settlement Class Member not cashing an Individual Settlement Amount by the check cashing deadline, as set forth herein.

52. Class Counsel and Plaintiff believe that the Settlement is fair and reasonable, and adequate, and will so represent same to the Court.

D. Release by Plaintiff and the Final Settlement Class

53. Upon the Effective Date of this Settlement, Plaintiff and each Participating Class Member, for themselves and for their respective spouses, domestic partners, marital community, children, estates, trusts, attorneys, heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, assigns, and representatives, will forever completely release and discharge the Released Parties from the Released Class Claims for the Class Release Period.

54. Each Participating Class Member will be deemed to have made the foregoing Release as if by manually signing it.

55. Upon the Effective Date of this Settlement, Plaintiff, the LWDA, and each Aggrieved Employee, for themselves and for their respective spouses, domestic partners, marital community, children, estates, trusts, attorneys, heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, assigns, and representatives, will forever completely release and discharge the Released Parties from the Released PAGA Claims

1 for the PAGA Release Period.

2 56. Each Aggrieved Employee and the LWDA will be deemed to have made the
3 foregoing Release as if by manually signing it.

4 57. Plaintiff and Defendant intend that the Settlement described in this Agreement will
5 release and preclude any further claim, whether by lawsuit, administrative claim or action,
6 arbitration, demand, or other action of any kind, by each and all of the Participating Class
7 Members to obtain a recovery based on, arising out of, and/or related to any and all of the Released
8 Class Claims. The Settlement Class Members shall be so notified in the Notice. This paragraph
9 does not apply to any Settlement Class Member who timely and validly opt out of the Settlement
10 for purposes of Class Claims.

11 58. Plaintiff and Defendant intend that the Settlement described in this Agreement will
12 release and preclude any further claim, whether by lawsuit, administrative claim or action,
13 arbitration, demand, or other action of any kind, by each and all of the Aggrieved Employees and
14 the LWDA to obtain a recovery based on, arising out of, and/or related to any and all of the
15 Released PAGA Claims. The Aggrieved Employees and the LWDA shall be so notified in the
16 Notice.

17 59. Class Representative, on behalf of himself and the Participating Settlement Class
18 Members, acknowledges and agrees that the Class Claims or Released Class Claims are disputed,
19 and that the payments set forth herein constitute payment of all sums allegedly due to him. Class
20 Representative, on behalf of himself and the Participating Settlement Class Members,
21 acknowledges and agrees that California Labor Code Section 206.5 is not applicable to the Parties
22 hereto. Section 206.5 provides in pertinent part as follows:

23 An employer shall not require the execution of any release of any claim or right on
24 account of wages due, or to become due, or made as an advance on wages to be
25 earned, unless payment of those wages has been made.

26 **E. Release by Class Representative**

27 60. As a material inducement to Defendant to enter into this Settlement Agreement, in
28 addition to Class Representative's release of the Released Class Claims and Released PAGA

1 Claims, as discussed in Paragraphs 53 and 55 above, Class Representative does hereby, for
2 himself and for his respective spouses, domestic partners, marital community, children, estates,
3 trusts, attorneys, heirs, successors, beneficiaries, devisees, legatees, executors, administrators,
4 trustees, conservators, guardians, assigns, and representatives, forever completely release and
5 discharge the Released Parties from any and all charges, complaints, claims, liabilities,
6 obligations, promises, agreements, contracts, controversies, damages, actions, causes of action,
7 suits, rights, demands, costs, losses, debts, and expenses (including for back wages, statutory
8 penalties, civil penalties, liquidated damages, exemplary damages, interest, attorneys' fees, and
9 costs) of any nature whatsoever, from the beginning of time through the execution of this
10 Stipulation, whether known or unknown, suspected or unsuspected, concealed or hidden,
11 including but not limited to all claims arising out of, based upon, or relating to Class
12 Representative's employment with Defendant or the remuneration for or termination of such
13 employment (collectively, the "Class Representative's Claims").

14 61. Without limiting the generality of the foregoing, Class Representative also
15 expressly releases all claims or rights against Released Parties arising out of or relating to alleged
16 violations of any contracts, express or implied (including but not limited to any contract of
17 employment); any contract or covenant of good faith and fair dealing (express or implied); any
18 tort, including but not limited to, negligence, fraud, misrepresentation and violation of California
19 Labor Code section 970, negligent infliction of emotional distress, intentional infliction of
20 emotional distress, defamation, "retaliation" claims and claims for violation of public policy, any
21 claim for improper or unauthorized wage deductions, failure to pay the applicable wage, unpaid
22 wages, unpaid vacation benefits, penalties, liquidated damages, other damages, overtime, and
23 alleged "off the clock" work under federal and state law, including, but not limited to, California
24 Labor Code Sections 204 and 558, waiting time penalties pursuant to California Labor Section
25 203, damages, or penalties pursuant to California Labor Code Section 226, meal period and rest
26 break payments and penalties pursuant to California Labor Code Sections 226.7 and 512, failure
27 to provide itemized wage statements pursuant to California Labor Code Section 226, statutory or
28 civil penalties pursuant to California Labor Code Sections 210, failure to indemnify for business

1 expenses pursuant to Labor Code section 2802, failure to provide one day of rest in seven pursuant
2 to California Labor Code Sections 551 and 552, unfair competition and unfair business practices
3 pursuant to Business and Professions Code Section 17200 *et seq.*, interest and costs pursuant to
4 California Civil Code Section 3287 and California Labor Code Section 218.6, statutory or
5 common law rights to attorneys' fees and costs, including those pursuant to California Labor
6 Code Section 1194 *et seq.*; claims under the Private Attorneys General Act of 2004, Labor Code
7 section 2699 *et seq.*, and the alleged violation or breach of any other state or federal statute, rule,
8 and or regulation; including all applicable Industrial Welfare Commission Wage Orders, and all
9 similar causes of action, including but not limited to, any claim for restitution, equitable relief,
10 interest, penalties, costs, or attorneys' fees in connection with any of the foregoing, negligent
11 infliction of emotional distress, intentional infliction of emotional distress, and defamation; any
12 "wrongful discharge," "constructive discharge," and "retaliation" claims; any claims relating to
13 any breach of public policy; any legal restrictions on Defendant's right to discharge employees;
14 and any federal, state, or other governmental statute, regulation, or ordinance, including, without
15 limitation: (1) Title VII of the Civil Rights Act of 1964 (race, color, religion, sex, and national
16 origin discrimination or harassment, including retaliation for reporting discrimination or
17 harassment); (2) 42 U.S.C. § 1981 (discrimination); (3) Equal Pay Act, 29 U.S.C. § 209(d)(1) and
18 California Labor Code § 1197.5 (equal pay); (4) Americans with Disabilities Act, 42 U.S.C. §
19 12100 *et seq.* (disability discrimination); (5) Family and Medical Leave Act, 29 U.S.C. § 2601 *et*
20 *seq.* (family/medical leave); (6) California Fair Employment and Housing Act, Cal. Government
21 Code § 12900 *et seq.* (discrimination or harassment in employment and/or housing, including
22 discrimination or harassment based on race, religious creed, color, national origin, ancestry,
23 disability, marital status, sex (including pregnancy), or age, including retaliation for reporting
24 discrimination or harassment); (7) California Family Rights Act, Cal. Government Code §
25 12945.1 *et seq.* (family/medical leave); (8) California Labor Code, including Section 1720 *et seq.*,
26 or any Industrial Welfare Commission Wage Order; (9) Executive Order 11246 (race, color,
27 religion, sex, and national origin discrimination or harassment); (10) Executive Order 11141 (age
28 discrimination); (11) Sections 503 and 504 of the Rehabilitation Act of 1973 (handicap

1 discrimination); (12) the Fair Labor Standards Act; (13) Employee Retirement Income Security
2 Act, 29 U.S.C. § 1000 *et seq.* (employee benefits); (14) the California Civil Code; (15) the
3 California Labor Code; (16) the California Constitution; (17) the National Labor Relations Act;
4 and (18) any other federal, state, or local statute or legislation.

5 62. Class Representative expressly waives and relinquishes all rights and benefits
6 afforded by Section 1542 of the Civil Code of the State of California and does so understanding
7 and acknowledging the significance of the waiver of Section 1542. Section 1542 of the Civil Code
8 of the State of California states:

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

15 Notwithstanding the provisions of Section 1542, and for the purpose of implementing a
16 full and complete release and discharge of all parties, Class Representative, and Class Counsel
17 expressly acknowledge that this Settlement Agreement is intended to include in its effect, without
18 limitation, all claims that Class Representatives knew of, as well as all claims that they do not
19 know or suspect to exist in their favor against the Released Parties, or any of them, for the time
20 period from the beginning of time to the execution of this Settlement Agreement, and that this
21 Settlement Agreement contemplates the extinguishment of any such Class Representative's
22 claims.

23 **F. Interim Stay of Proceedings**

24 63. Pending completion of all of the prerequisites necessary to effectuate this
25 Settlement, including amending the operative complaint, the Parties agree, subject to Court
26 approval, to a stay of all proceedings in the Action except such as are necessary to effectuate the
27 Settlement, including amending the Complaint as discussed in Paragraph 48 above.

28 **G. Notice Process**

64. Appointment of Settlement Administrator. The Parties have agreed to the
appointment of the Settlement Administrator to perform the duties of a settlement administrator,

1 including mailing the Notice, using standard devices to obtain forwarding addresses,
2 independently reviewing and verifying documentation associated with any claims or opt-out
3 requests, resolving any disputes regarding the calculation or application of the formula for
4 determining the Individual Settlement Amounts, drafting and mailing the settlement checks to
5 Final Settlement Class Members, issuing Forms W-2 and 1099, reporting to taxing authorities,
6 due diligence, reporting and remittance obligations, and performing such other tasks as set forth
7 herein or as the Parties mutually agree or that the Court orders.

8 65. Disputes Regarding Settlement Administration. Any and all disputes relating to
9 administration of the Settlement by the Settlement Administrator (except for disputes regarding
10 Class Data) shall be referred to the Court, if necessary, which will have continuing jurisdiction
11 over the terms and conditions of this Settlement Agreement, until Plaintiff and Defendant notify
12 the Court that all payments and obligations contemplated by this Settlement Agreement have been
13 fully carried out. Prior to presenting any issue to the Court, counsel for the Parties will confer in
14 good faith to resolve the dispute without the necessity of Court intervention. The Settlement
15 Administrator shall also be responsible for issuing to Plaintiff, Final Settlement Class Members,
16 and Class Counsel any Forms W-2, Forms 1099, or other Tax Forms as may be required by law
17 for all amounts paid pursuant to this Agreement. The Settlement Administrator shall also be
18 responsible for setting up all necessary tax accounts and forwarding all payroll taxes and penalties
19 to the appropriate government authorities.

20 66. Class Data. Within fourteen (14) days after entry of the Preliminary Approval
21 Order, Defendant shall provide the Class Data to the Settlement Administrator. The Settlement
22 Administrator will run a check of the Class Members' addresses against those on file with the
23 U.S. Postal Service's National Change of Address List. The Class Data provided to the Settlement
24 Administrator will not be provided to Class Counsel and it will remain confidential, it shall be
25 used solely to administer the Settlement, and it will not be used or disclosed to anyone, except as
26 required by applicable tax authorities, pursuant to Defendant's express written consent, or by
27 order of the Court.

28 67. Notice. The Notice, as approved by the Court, shall be sent by the Settlement

1 Administrator to the Settlement Class Members, by first class mail, in English and Spanish, within
2 seven (7) calendar days following the Settlement Administrator's receipt of the Class Data. The
3 Settlement Administrator shall use standard devices, including a skip trace, to obtain forwarding
4 addresses of Settlement Class Members if any envelopes are returned.

5 68. Returned Notices. The Settlement Administrator will take steps to ensure that the
6 Notice is received by all Settlement Class Members, including utilization of the National Change
7 of Address Database maintained by the United States Postal Service to review the accuracy of
8 and, if possible, update a mailing address. If no forwarding address is provided, the Settlement
9 Administrator will promptly attempt to determine the correct address using a skip-trace, or other
10 search using the name, address, and/or Social Security number of the Class Member involved and
11 will then perform a single re-mailing. In the event the procedures in this Paragraph are followed
12 and the intended recipient of a Notice Packet still does not receive the Notice Packet, the Class
13 Member shall be bound by all terms of the Settlement and any Judgment entered by the Court if
14 the Settlement is approved by the Court. Notices will be re-mailed to any Settlement Class
15 Member for whom an updated address is located within ten (10) calendar days following both the
16 Settlement Administrator learning of the failed mailing and its receipt of the updated address. The
17 Notice shall be identical to the original Notice, except that it shall notify the Settlement Class
18 Member that the exclusion (opt-out) request or objection must be returned by the later of the
19 Notice Response Deadline or fifteen (15) days after the remailing of the Notice.

20 69. Presumption Regarding Receipt of Notice. It will be conclusively presumed that
21 if an envelope has not been returned within thirty (30) days of the mailing that the Settlement
22 Class Member received the Notice.

23 70. Disputes Regarding Class Data. Settlement Class Members are deemed to
24 participate in the Settlement unless they opt-out. The Notice will inform Settlement Class
25 Members of his/her/their estimated Individual Settlement Amount and the number of Workweeks
26 Worked during the Class Period and during the PAGA Period. Settlement Class Members may
27 dispute their Workweeks Worked if they feel they were employed more workweeks in the Class
28 Period in California than Defendant's records show by timely submitting evidence to the

1 Settlement Administrator. Defendant's records will be presumed determinative absent reliable
2 evidence to rebut Defendant's records, but the Settlement Administrator will evaluate the
3 evidence submitted by the Settlement Class Member and provide the evidence submitted to Class
4 Counsel and Defense Counsel who agree to meet and confer in good faith about the evidence to
5 determine the Class Member's actual number of Workweeks Worked and estimated Individual
6 Settlement Amount. If Class Counsel and Defense Counsel are unable to agree, they agree to
7 submit the dispute to the Settlement Administrator to render a final decision. All disputes will be
8 decided within ten (10) business days of the Notice Response Deadline. Settlement Class
9 Members will have until the Notice Response Deadline to dispute Workweeks Worked, object,
10 or opt out, unless extended by the Court. In the event that the Settlement Administrator increases
11 the number of Workweeks Worked for any Settlement Class Member, then the Settlement
12 Administrator will recalculate the Participating Class Members' Individual Settlement Amounts;
13 accordingly, in no event will Defendant be required to increase the Gross Settlement Amount.

14 71. Declaration of Due Diligence. The Settlement Administrator shall provide counsel
15 for the Parties, at least twenty-five (25) days prior to the final approval hearing, a declaration of
16 due diligence and proof of mailing with regard to the mailing of the Notice.

17 72. Settlement Class Members' Rights. Each Settlement Class Member will be fully
18 advised of the Settlement, the ability to object to the provisions in the Settlement related to the
19 Class Claims, and the ability to opt out or request exclusion from the Class Claims provisions of
20 the Settlement. The Notice will inform the Settlement Class Members of the Court-established
21 deadlines for filing objections or requesting exclusion from the Class Claims provisions of the
22 Settlement in accordance with the following guidelines:

23 (a) Requests for Exclusion from Participating Settlement Class. Any
24 Settlement Class Member, other than Plaintiff, may request to be excluded from the Participating
25 Settlement Class by submitting a "Request for Exclusion" to the Settlement Administrator,
26 postmarked on or before the Notice Response Deadline. The Request for Exclusion should state
27 in words to this effect:

28 I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN
THE OLIVER V. OZARK TRUCKING LAWSUIT. I UNDERSTAND

1 THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT
2 CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE
3 SETTLEMENT OF THE CLASS CLAIMS IN THIS LAWSUIT.

4 Any Request for Exclusion must include the full name, address, telephone number, last
5 four digits of the social security number or date of birth, and signature of the Settlement Class
6 Member requesting exclusion. The Request for Exclusion must be returned by mail to the
7 Settlement Administrator at the specified address. Any such Request must be made in accordance
8 with the terms set forth in the Notice. A Request for Exclusion will be timely only if postmarked
9 by the Notice Response Deadline, unless the Parties otherwise agree in writing. Any Settlement
10 Class Member who timely requests exclusion in compliance with these requirements: (i) will not
11 have any rights under this Agreement with respect to the Class Claims, including the right to
12 object, appeal, or comment on the Settlement; (ii) will not be entitled to receive any payments
13 under this Agreement with respect to Class Claims; and (iii) will not be bound by this Agreement,
14 or the Judgment, with respect to the Class Claims.

15 (b) Binding Effect on Final Settlement Class Members. Except for those
16 Settlement Class Members who exclude themselves in compliance with the procedures set forth
17 above, all Settlement Class Members will: (i) be deemed to be Final Settlement Class Members
18 for all purposes under this Agreement; (ii) will be bound by the terms and conditions of this
19 Agreement, the Judgment, and the releases set forth herein; and (iii) except as otherwise provided
20 herein, will be deemed to have waived all objections and oppositions to the fairness,
21 reasonableness, and adequacy of the Settlement.

22 (c) Objections to Settlement of Class Claims. Any Settlement Class Member,
23 other than Plaintiff, may object to the terms of this Agreement with respect to the Class Claims
24 and may appear at the Final Approval Hearing and object whether or not they have filed a written
25 objection as outlined herein. To object, a Settlement Class Member shall inform the Settlement
26 Administrator, in writing, of his/her/their objection, which must be postmarked by the Notice
27 Response Deadline at the address set forth in the Notice. Such objection shall include the full
28 name, address, telephone number, dates of employment with Defendant of the Objecting
 Settlement Class Member, the case name and number, the basis for the objection, including any

1 legal support and each specific reason in support of the objection, as well as any documentation
2 or evidence in support thereof, and, if the Objecting Settlement Class Member is represented by
3 counsel, the name and address of his/her/their counsel. If any Objecting Settlement Class Member
4 wishes to speak at the Final Approval Hearing with respect to the Class Claims, that Objecting
5 Settlement Class Member's written submission should include a request to be heard, and the Court
6 will determine whether Objecting Settlement Class Members will be permitted to speak. The
7 Settlement Administrator shall provide objections, if any, to Class Counsel and Defense Counsel
8 within three (3) days of receipt, and the Settlement Administrator shall attach the same to its
9 declaration of due diligence it files with the Court prior to the Final Approval Hearing. Any
10 Participating Class Member who files an objection remains eligible to receive monetary
11 compensation from the Settlement. Plaintiff and Defendant shall not be responsible for any fees,
12 costs, or expenses incurred by any Class Member and/or his/her/their counsel related to any
13 objections to the Settlement. Submitting an objection does not preserve the right to appeal a final
14 judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and
15 properly intervening or filing a motion to vacate the judgment under Code of Civil Procedure
16 section 663. Settlement Class Members and Aggrieved Employees may not object to or opt out
17 of the Settlement with respect to the PAGA Claims. At no time will any of the Parties or their
18 counsel seek to solicit or otherwise encourage Class Members to submit written objections to the
19 Settlement or appeal from the Judgment. To the extent a timely Notice of Objection is withdrawn
20 before final approval, such an objection shall be treated as though no objection has been made.

21 (d) Failure to Object. Any Settlement Class Member who desires to object
22 with respect to the Class Claims but fails to timely submit a written objection waives any right to
23 object will be foreclosed from making any objection to this Settlement. Any Settlement Class
24 Member who does not timely and properly become a party of record by intervening or filing a
25 motion to vacate the judgment waives any and all rights to appeal from the Judgment, including
26 all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate
27 judgment, motion for new trial, a motion under California Code of Civil Procedure section 473,
28 and extraordinary writs.

1 (e) Responses to Objections. Counsel for the Parties may file a response to any
2 objections submitted by Objecting Settlement Class Members at least five (5) court days before
3 the date of the Final Approval Hearing.

4 73. Settlement Class Members will have until the Notice Response Deadline to object
5 or submit a Request for Exclusion to the Settlement Administrator by U.S. Mail. The Settlement
6 Administrator shall disclose jointly to Class Counsel and Defendant's Counsel what objections
7 or Requests for Exclusion were timely submitted on a weekly basis, and upon the request of Class
8 Counsel or Defense Counsel.

9 74. Funding of the Settlement Amount. Defendant shall make a one-time deposit into
10 the QSF of the Settlement Amount, as described in Paragraph 49(a) that is necessary to make all
11 payments required under this Settlement, within twenty-one (21) days after the Effective Date,
12 plus Defendant shall separately pay its share of employer payroll taxes as calculated and directed
13 by the Settlement Administrator.

14 75. Distribution of Funds. No later than seven (7) calendar days after deposit of the
15 payment into the QSF, the Settlement Administrator will mail the payments to the Participating
16 Class Members, the payment for the attorneys' fees and costs to Class Counsel, any Service
17 Payment to the Class Representatives, the payment to the LWDA for PAGA penalties, and will
18 pay itself the Settlement Administration Costs.

19 76. Deadline for Cashing Settlement Checks. Final Settlement Class Members shall
20 have 180 calendar days after mailing by the Settlement Administrator to cash their settlement
21 checks. If any Final Settlement Class Member's check is not cashed within that period, the check
22 will be void and a stop-payment will be issued. All unclaimed funds shall be sent to the California
23 Unclaimed Property Fund in the name of the class member. The release will be binding upon all
24 Final Settlement Class Members who do not cash their checks within the 180-day period. In the
25 event that any settlement check is returned to the Settlement Administrator within 180 days of
26 mailing, the Settlement Administrator will, within five (5) business days of receipt of the returned
27 settlement check, perform a skip trace to locate the individual. If a new address is located by these
28 means, the Administrator will have ten (10) business days to re-issue the check and will notify

1 Defense Counsel and Class Counsel that a re-issued check has been sent. Neither Defendant,
2 Defense Counsel, Class Counsel, Plaintiff, nor the Settlement Administrator will have any
3 liability for lost or stolen settlement checks, forged signatures on settlement checks, or
4 unauthorized negotiation of settlement checks. Without limiting the foregoing, in the event a Final
5 Settlement Class Member notifies the Settlement Administrator that he/she/they believe that a
6 settlement check has been lost or stolen, the Settlement Administrator shall immediately stop
7 payment on such check. If the check in question has not been negotiated prior to the stop payment
8 order, the Settlement Administrator will issue a replacement check.

9 77. No person shall have any claim against Defendant, Defendant's Counsel, Plaintiff,
10 Class Counsel, or the Settlement Administrator based on mailings, distributions, payments, or
11 reports made in accordance with or pursuant to this Agreement. This provision does not, however,
12 prevent a Party from seeking enforcement of this Agreement.

13 78. Without prejudice to any other remedies, the Settlement Administrator shall agree
14 to be responsible for any breach of its obligations (whether committed by the Settlement
15 Administrator or its agents) and to indemnify and hold the Parties and their counsel harmless from
16 and against all liabilities, claims, causes of action, costs and expenses (including legal fees and
17 expenses) arising out of any breach committed by the Settlement Administrator or its agents.

18 **H. Duties of the Parties Prior to the Court's Approval**

19 79. Within 30 days of execution of this Agreement, Plaintiff will move the Court for
20 Preliminary Approval of this Settlement and entry of the Preliminary Approval Order
21 accomplishing the following:

22 (a) Scheduling the Final Approval Hearing on the issue of whether this
23 Settlement should be finally approved as fair, reasonable, and adequate as to the Class Members
24 and a hearing on fees, costs, and the Service Payment;

25 (b) Approving as to form and content the proposed Notice;

26 (c) Directing the mailing of the Notice by first class mail to the Settlement
27 Class Members;

28 (d) Preliminarily approving this Settlement; and

(e) Preliminarily certifying the class for purposes of this Settlement.

80. In conjunction with the Preliminary Approval Hearing, Plaintiff will submit this Settlement Agreement, and will include the proposed Notice Packet, which will include the Notice of Class Action Settlement document and proposed Mailing Envelope.

81. In accordance with section 2699(1)(2) of the California Labor Code, Plaintiff shall provide a copy of this Settlement Agreement to the LWDA on the same day that Plaintiff files his motion for Preliminary Approval of this Settlement with the Court.

82. Reallocation of Settlement Proceeds. In the event the Court fails, on its first hearing, to approve this Agreement because the amount of the PAGA penalties is not adequate, then the Parties shall cooperate in good faith to reallocate the total settlement proceeds, within this Agreement, to try to achieve Final Approval of the Agreement upon any subsequent Court hearings.

I. Duties of the Parties Following Court's Final Approval

83. In connection with the Final Approval Hearing provided for in this Settlement Agreement, Class Counsel shall submit a proposed Final Approval Order:

(a) Approving the Settlement, adjudging the terms thereof to be fair, reasonable, and adequate, and directing consummation of its terms and provisions;

(b) Approving Class Counsel's application for an award of attorneys' fees and reimbursement of litigation costs and expenses, the Service Payment to the Class Representative, and the payment to the Settlement Administrator for costs of administering the settlement; and

(c) Entering judgment approving settlement, thereby permanently barring all Participating Class Members from prosecuting any Released Class Claims against any of the Released Parties and permanently barring all Aggrieved Employees and the LWDA from prosecuting any Released PAGA Claims against any of the Released Parties.

J. Voiding the Agreement

84. If the Court fails or refuses to issue the Final Approval Order or fails to approve any material condition of this Settlement Agreement which effects a fundamental change of the Settlement, the entire Settlement Agreement shall be rendered voidable and unenforceable as to

all Parties herein at the option of either Party.

85. If ten percent (10%) or more of the Settlement Class Members timely submit a Request for Exclusion, Defendant shall have the option of terminating or modifying this Agreement without prejudice to its pre-settlement positions and defenses in the Action. If Defendant exercise such option under this paragraph, it shall be relieved of any obligation to pay the Settlement Amount or any other obligations from the Settlement by giving notice to Plaintiff's Counsel and the Settlement Administrator within ten (10) days of the Notice Response Deadline. If Defendant exercises its option under this paragraph, Defendant shall be solely responsible for all Settlement Administration Costs incurred.

86. If the Settlement is voided or fails for any reason, Plaintiff and Defendant will have no further obligations under the Settlement, including any obligation by Defendant to pay the Settlement Amount, or any amounts that otherwise would have been owed under this Settlement.

87. If the Settlement is voided or fails for any reason, any costs incurred by the Settlement Administrator shall be borne equally by Defendant and Plaintiff, unless otherwise specified in this Agreement.

K. Other Terms

88. Full and Complete Defense. This Agreement may be pleaded by any Released Party as a full and complete defense to and may be used as the basis for an injunction against, any action, suit, or other proceeding that has been or may be instituted, prosecuted, or attempted, asserting any Released Claim.

89. Waiver. The waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

90. Parties' Authority. The signatories hereto represent that they are fully authorized to enter into this Settlement Agreement and bind the Parties hereto to the terms and conditions hereof.

91. Mutual Full Cooperation. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to, execution of

1 such documents and to take such other action as may reasonably be necessary to implement the
2 terms of this Settlement Agreement. The Parties to this Settlement Agreement shall use their best
3 efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that
4 may become necessary by order of the Court, or otherwise, to effectuate this Settlement
5 Agreement and the terms set forth herein. As soon as practicable after execution of this Settlement
6 Agreement, Class Counsel shall, with the assistance and cooperation of Defendant and
7 Defendant's Counsel, take all necessary steps to secure the Court's preliminary and final approval
8 of the settlement and the final entry of judgment.

9 92. No Prior Assignments. The Parties hereto represent, covenant, and warrant that
10 they have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign,
11 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action,
12 cause of action, or rights released and discharged by this Settlement Agreement.

13 93. No Admission. Defendant denies any and all liability to Plaintiff and/or any
14 Settlement Class Member in this Action, as to any and all causes of action that were asserted or
15 that might have been asserted in this Action. Nonetheless, Defendant wishes to settle and
16 compromise to avoid further substantial expense and the inconvenience and distraction of
17 protracted litigation. Defendant also has taken into account the uncertainty and risks inherent in
18 litigation, and without conceding any infirmity in the defenses that they have asserted or could
19 assert against Plaintiff, have determined that it is desirable and beneficial that Plaintiff's claims
20 be settled in the manner and upon the terms and conditions set forth in this Agreement.

21 94. Inadmissibility of Agreement. Whether or not the Court issues the Final Approval
22 Order, nothing contained herein, nor the consummation of this Settlement Agreement, is to be
23 construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part
24 of Defendant or any of the other Released Parties. Each of the Parties hereto has entered into this
25 Settlement Agreement with the intention of avoiding further disputes and litigation with the
26 attendant inconvenience and expenses. This Settlement Agreement is a settlement document, and
27 it, along with all related documents such as the notices, and motions for preliminary and final
28 approval, shall, pursuant to California Evidence Code section 1152 and/or Federal Rule of

Evidence 408, be inadmissible in evidence in any proceeding, except an action or proceeding to approve the settlement, and/or interpret or enforce this Settlement Agreement. The stipulation for class certification as part of this Settlement Agreement is for settlement purposes only and if, for any reason the settlement is not approved, the stipulation will be of no force or effect.

95. Notices. Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed:

To the Settlement Class Members and Aggrieved Employees:

Mehrdad Bokhour
mehrdad@bokhourlaw.com
 1901 Avenue of the Stars, Suite 450
 Los Angeles, California 90067
 Tel: (310) 975-1493; Fax: (310) 675-0861

Joshua Falakassa
josh@falakassalaw.com
 1901 Avenue of the Stars, Suite 450
 Los Angeles, California 90067
 Tel: (818) 456-6168; Fax: (888) 505-0868

To Defendant:

Timothy B. Del Castillo
tdc@castleemploymentlaw.com
 Lisa L. Bradner
lb@castleemploymentlaw.com
 2999 Douglas Blvd., Suite 180
 Roseville, California 95661
 Tel: (916) 245-0122

96. Construction. The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arms' length negotiations between the Parties and that this Settlement Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or their counsel participated in the drafting of this Settlement Agreement. Plaintiff and Defendant expressly waive the common-law and statutory rule of construction that ambiguities should be construed against the drafter of an agreement and further agree, covenant, and represent that the language in all parts of this Agreement shall be in all cases construed as a whole, according to its fair meaning.

1 97. Captions and Interpretations. Paragraph titles or captions contained herein are
2 inserted as a matter of convenience and for reference, and in no way define, limit, extend, or
3 describe the scope of this Settlement Agreement or any provision hereof. Each term of this
4 Settlement Agreement is contractual and not merely a recital.

5 98. Modification. This Settlement Agreement may not be changed, altered, or
6 modified, except in writing and signed by the Parties hereto, and approved by the Court. This
7 Settlement Agreement may not be discharged except by performance in accordance with its terms
8 or by a writing signed by all of the Parties hereto.

9 99. Dispute Resolution. Prior to instituting legal action to enforce the provisions of
10 this Agreement or to declare rights and/or obligations under this Agreement, a Party shall provide
11 written notice to the other Party and allow an opportunity to cure the alleged deficiencies, and
12 Plaintiff and Defendant agree to seek the help of the mediator identified in this Agreement to
13 resolve any dispute they are unable to resolve informally. During this period, the Parties shall
14 bear their own attorneys' fees and costs. This provision shall not apply to any legal action or other
15 proceeding instituted by any person or entity other than Plaintiff or Defendant.

16 100. Court Retains Jurisdiction. The Parties agree that upon the entry of judgment of
17 dismissal pursuant to the terms of this Agreement, that, pursuant to Code of Civil Procedure
18 section 664.6, the Court shall retain exclusive and continuing equity jurisdiction of this Action
19 over all Parties to interpret, enforce, and effectuate the terms, conditions, intents, and obligations
20 of this Agreement.

21 101. Enforceability. Pursuant to California Evidence Code section 1123(a) and (b), this
22 Agreement is intended by the Parties to be, and shall be, enforceable, binding and admissible in
23 a court of law.

24 102. Choice of Law. This Settlement Agreement shall be governed by and construed,
25 enforced, and administered in accordance with the laws of the State of California, without regard
26 to its conflicts-of-law rules.

27 103. Integration Clause. This Settlement Agreement contains the entire agreement
28 between the Parties relating to the settlement and transaction contemplated hereby, and all prior

1 or contemporaneous agreements, understandings, representations, and statements, whether oral
2 or written and whether by a Party or such Party's legal counsel, are merged herein. No rights
3 hereunder may be waived except in writing.

4 104. Binding On Assigns. This Settlement Agreement shall be binding upon and inure
5 to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators,
6 successors, and assigns.

7 105. Signatures of All Class Members Unnecessary to be Binding. It is agreed that,
8 because the members of the Settlement Class are numerous, it is impossible or impractical to have
9 each Final Class Member execute this Settlement Agreement. The Notice will advise all
10 Settlement Class Members of the binding nature of the releases provided herein and such shall
11 have the same force and effect as if this Settlement Agreement were executed by each Final
12 Settlement Class Member.

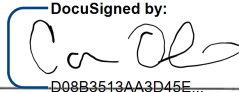
13 106. Counterparts. This Settlement Agreement may be executed in counterparts, and
14 when each Party has signed and delivered at least one such counterpart, each counterpart shall be
15 deemed an original, and, when taken together with other signed counterparts, shall constitute one
16 fully signed Settlement Agreement, which shall be binding upon and effective as to all Parties.
17 Electronic signatures shall have the same force and effect as an original.

18 **APPROVAL AND EXECUTION BY PARTIES:**

19 Dated: April __, 2023
20 6/7/2023

CLASS REPRESENTATIVE:

DocuSigned by:



D08B3513AA3D45E...

Camron Oliver

23 Dated: April 18, 2023

DEFENDANT:

OZARK TRUCKING, INC.



By: Dan Toderian
Its: President

APPROVED AS TO FORM:

6/7/2023

Dated: April __, 2023

CLASS COUNSEL

FALAKASSA LAW, P.C.

DocuSigned by:

Joshua Falakassa

15A628B2C5A149C...

Joshua Falakassa
Attorneys for Plaintiff

6/7/2023

Dated: April __, 2023

BOKHOUR LAW GROUP, P.C.

DocuSigned by:

Mehrdad Bokhour

D8D3643F271940F...

Mehrdad Bokhour
Attorneys for Plaintiff

Dated: April 18, 2023

DEFENDANT'S COUNSEL:

CASTLE LAW: CALIFORNIA EMPLOYMENT COUNSEL, PC



Timothy B. Del Castillo
Lisa L. Bradner
Attorneys for Defendant,
Ozark Trucking, Inc.