HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Sean M. Blakely (SBN 264384)
sblakely@haineslawgroup.com
Kristopher N. Tayyeb (SBN 320126)
ktayyeb@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiffs
[*Additional counsel on following page*]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JUAN GUZMAN, VINCENT RAGLIN, JR., MARCO AGUAYO, JORGE NAJERA, JOHN GOMEZ, and ANDREW WILLIAM ROBINSON, as individuals and on behalf of all others similarly situated,

Plaintiffs,

vs.

HOME EXPRESS DELIVERY SERVICE LLC d.b.a. TEMCO LOGISTICS, a Georgia Corporation; and DOES 1 through 100,

Defendants.

Case No. 24STCV08956

Formally Related to Case Nos. 24STCV18087, 24STCV15753 and 24STCV09992

[*Assigned for all purposes to the Hon. William F. Highberger, Dept. SS10*]

SUPPLEMENTAL DECLARATION OF SEAN M. BLAKELY IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Date: October 22, 2026
Time: 8:30 a.m.
Dept.: SSC-10

Action Filed: April 9, 2024
Trial Date: None Set

MELMED LAW GROUP P.C.
Jonathan Melmed (SBN 290218)
jm@melmedlaw.com
Laura Supanich (SBN 314805)
lms@melmedlaw.com
Trishta Dordi (SBN 351883)
td@melmedlaw.com
1801 Century Park East, Suite 850
Los Angeles, California 90067
Phone: (310) 824-3828
Fax: (310) 862-6851

Attorneys for Plaintiffs

BIBIYAN LAW GROUP, P.C.
David D. Bibiyan (SBN 287811)
david@tomorrowlaw.com
Sarah H. Cohen (SBN 330700)
sarah@tomorrowlaw.com
Rafael Yedoyan (SBN 351499)
rafael@tomorrowlaw.com
1460 Wilshire Blvd.
Los Angeles, California, 90024
Tel; (310) 438-5555; Fax: (310) 300-1705

Attorneys for Plaintiffs

Nicholas J. Ferraro (State Bar No. 306528)
Lauren N. Vega (State Bar No. 306525)
Conor J.D. Gómez (State Bar No. 337395)
Ferraro Vega Employment Lawyers, Inc.
3333 Camino del Rio South, Suite 300
San Diego, California 92108
(619) 693-7727 main / (619) 350-6855 fax
nick@ferrarovega.com / lauren@ferrarovega.com
elyssa@ferrarovega.com

Attorneys for Plaintiffs

I, SEAN M. BLAKELY, declare as follows:

1. I am a Partner at Haines Law Group, APC, and counsel for the named Plaintiffs Juan Guzman and John Gomez ("Plaintiffs") and the proposed Settlement Class in the above-captioned matter. I am a member in good standing of the bar of the State of California and am admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. On September 24, 2026, the Court issued a tentative ruling regarding Plaintiffs' Motion for Preliminary Approval of Class Action Settlement. Following the September 28, 2026 hearing on Plaintiffs' Motion for Preliminary Approval, Plaintiffs and Defendant Home Express Delivery Service LLC d.b.a. Temco Logistics ("Defendant") amended the Class and Representative Action Settlement Agreement and Release of Claims ("Settlement Agreement") and the Notice of Pendency of Class Action and Proposed Settlement ("Class Notice") in accordance with the Court's ruling.

3. Attached hereto as **Exhibit A** is a true and correct copy of the amended Settlement Agreement. Attached hereto as **Exhibit B** is a true and correct copy of the redlined version of the amended Settlement Agreement reflecting all changes. Attached hereto as **Exhibit C** is a true and correct copy of the revised Class Notice. Attached hereto as **Exhibit D** is a true and correct copy of a redlined version of the revised Class Notice reflecting all changes.

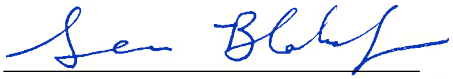
4. Following the September 28, 2026 hearing, Plaintiffs Raglin and Aguayo have filed dismissal paperwork as to the *Raglin* PAGA Action, the *Raglin* Class Action, and the *Aguayo* Action.

5. Counsel for Defendant represents that Defendant has reviewed its data and the workweek total and confirmed the escalator clause of the Parties' Settlement Agreement has not been triggered. Defendant is in the process of transmitting the Class Data to the proposed Settlement Administrator, Apex Class Action, LLC, to independently confirm the escalator clause was not triggered. The Parties will be prepared to provide Alex Class Action, LLC's determination with respect to the escalator clause at the October 22, 2026 hearing.

6. My firm, Haines Law Gorup, APC, has entered into a Consent to Agreement Re

Division of Attorneys' Fees in this case with my co-counsel. Under the terms of the agreement, any attorneys' fees awarded by the Court will be split 50% to Haines Law Group, APC; 20% to Bibiyan Law Group, P.C.; 15% to Melmed Law Group P.C.; and 15% to Ferraro Vega Employment Lawyers. This fee-sharing agreement was expressly agreed to in writing by Plaintiffs pursuant to California Rule of Professional Conduct 1.5.1.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on October 16, 2026, at El Segundo, California.



Sean M. Blakely

EXHIBIT A

SEYFARTH SHAW LLP
Kamran Mirrafati (SBN 233827)
kmirrafati@seyfarth.com
Laura E. Heyne (SBN 279478)
lheyne@seyfarth.com
Reiko Furuta (SBN 169206)
rfuruta@seyfarth.com
2029 Century Park East, Suite 3500
Los Angeles, California 90067-3021
Telephone: (310) 277-7200
Facsimile: (310) 201-5219

Attorneys for Defendant
HOME EXPRESS DELIVERY SERVICE dba
TEMCO LOGISTICS

(Plaintiffs' counsel information on following page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

JUAN GUZMAN, an individual and on behalf of all others similarly situated,

Plaintiff,

v.

HOME EXPRESS DELIVERY SERVICE LLC DBA TEMCO LOGISTICS, a Georgia corporation, and DOES 1 TO 100,

Defendants.

Case No. 24STCV08956

Formally Related to Case Nos. 24STCV18087, 24STCV15753, and 24STCV09992

Settled also with Case No. 24CL017121C and Case No. 25CV117576

[Assigned for all purposes to the Hon. William F. Highberger, Dept. SS10]

FIRST AMENDED CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

Complaint Filed: April 9, 2024
FAC Filed: June 14, 2024

Paul K. Haines, Esq.
Sean M. Blakely, Esq.
Haines Law Group, APC
2155 Campus Drive, Suite 180
phaines@haineslawgroup.com
Sblakely@haineslawgroup.com
Phone: (424) 292-2350
Fax: (424) 292-2355
(Attorneys For Plaintiff, JUAN GUZMAN AND *JOHN GOMEZ)*

David D. Bibiyan, Esq.
Vedang J. Patel, Esq.
Rafael Yedoyan, Esq.
Bibiyan Law Group, P.C.
1460 Westwood Boulevard
Los Angeles, CA 90024
David@tomorrowlaw.com
vedang@tomorrowlaw.com
rafael@tomorrowlaw.com
Phone: (310) 435-5555
Fax: (310) 300-1705
(Attorneys For Plaintiffs, VINCENT RAGLIN , JR AND ANDREW WILLIAM ROBINSON)

Jonathan Melmed
Laura Supanich
MELMED LAW GROUP P.C.
1801 Century Park East, Suite 850
Los Angeles, California 90067
jm@melmedlaw.com
lms@melmedlaw.com
Phone: (310) 824-3828
Fax: (310) 862-685
(*Attorneys For Plaintiff, MARCO AGUAYO)*

Nicholas J Ferraro
Lauren N Vega
FERRARO VEGA EMPLOYMENT LAWYERS
3333 Camino del Rio South Suite 300
San Diego California 92108
nick@ferrarovega.com
lauren@ferrarovega.com
Tel (619) 693-7727
Fax (619) 350-6855
(Attorneys for Plaintiff JORGE NAJERA)

FIRST AMENDED CLASS AND PAGA REPRESENTATIVE SETTLEMENT AGREEMENT AND RELEASE

This Class and Representative Action Settlement Agreement and Release of Claims is entered into by and between Plaintiffs Juan Guzman, Vincent Raglin, Marco Aguayo, Andrew William Robinson, John Gomez, and Jorge Najera individually, on a representative basis, on behalf of all others similarly situated, aggrieved employees, and the interests of the California Labor and Workforce Development Agency ("LWDA") (collectively, "Plaintiffs"), and Defendant Home Express Delivery Service LLC dba Temco Logistics ("Defendant"), subject to the terms and conditions hereof and the Court's approval.

A. Definitions

1. "Agreement," "Settlement" or "Settlement Agreement" shall mean this Class and Representative Action Settlement Agreement and Release of Claims, including any attached Exhibits.

2. "PAGA Group Member" or "Aggrieved Employees" means all Settlement Class Members that worked at any time during the PAGA Period. PAGA Employees cannot opt out of the settlement of the PAGA claim.

3. "Attorney's Fees and Cost Award" shall have the meaning ascribed to it in Paragraph 52(g) below.

4. "Class Counsel" refers to Paul K. Haines, Esq. and Sean Blakely, Esq. of Haines Law Group APC; David Bibiyan of Bibiyan Law Group PC; Jonathan Melmed of Melmed Law Group PC; and Nicholas J. Ferraro of Ferraro Vega Employment Lawyers, Inc.

5. "Class Data" means a complete list that Defendant will diligently and in good faith compile from all available records and provide to the Settlement Administrator on one spreadsheet and shall include the following information for the Settlement Class Members and PAGA Group Members: full names; last known addresses; telephone numbers; Social Security Numbers; the total Pay Periods Worked during the PAGA Period for each PAGA Group Member and the total Weeks Worked during the Class Period for each Settlement Class Member.

6. "Class Period" means the period from June 10, 2023 through December 24,

2025.

7. "Class Representatives" or "Plaintiffs" means and refers to Juan Guzman, Vincent Raglin, Marco Aguayo, Jorge Najera, John Gomez, and Andrew William Robinson.

8. "Action" collectively means and refers to the following actions:

a. *Guzman v. Home Express Delivery Services, LLC dba TEMCO Logistics* (Case No. 24STCV08956) (hereinafter "Guzman Action");

b. *Raglin v. Home Express Delivery Services, LLC dba TEMCO Logistics (PAGA)* (Case No. 24STCV15753) (hereinafter "Raglin PAGA Action");

c. *Raglin v. Home Express Delivery Services, LLC dba TEMCO Logistics (Class Action)* (Compelled to Arbitration, Prior Case No. 24STCV15753) ("hereinafter "Raglin Class Action");

d. *Aguayo v. Home Express Delivery Services, LLC dba TEMCO Logistics* (Case No. 24STCV18087) (hereinafter (hereinafter "Aguayo Action");

e. *Najera v. Home Express Delivery Services, LLC dba TEMCO Logistics* (Case No. 24CL017121C) (hereinafter "Najera Action");

f. *Andrew William Robinson v. Home Express Delivery Services, LLC dba TEMCO Logistics* (Case No. 25CV117576) (hereinafter (hereinafter "Robinson Action"); and

g. *John Gomez v. Home Express Delivery Services, LLC dba TEMCO Logistics* (not filed) (hereinafter, "Gomez Action").

9. "Operative Complaint" shall mean the final complaint filed by Plaintiffs in the Action, which the Parties currently intend to be the Second Amended Class & Representative Action Complaint described in Section C below.

10. "Court" (or "Judge") means the Superior Court of the State of California, County of Los Angeles.

11. "Defendant" means and refers to *Home Express Delivery Service, LLC dba TEMCO Logistics.*

12. "Defendant's Counsel" or "Defense Counsel" means and refers to Kamran Mirrafati and Laura Heyne of Seyfarth Shaw LLP.

13. "Effective Date" means the latest of the following dates: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the expiration date of the time for filing or noticing any appeal

of the Judgment; (b) if there is an appeal of the Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the California Supreme Court; or (c) if a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the Judgment is affirmed pursuant to such petition.

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

15. "Final Settlement Class" means, collectively, all Settlement Class Members who have not opted out of the Settlement Class by submitting a timely Request for Exclusion.

16. "Gross Settlement Amount" or "GSA" shall have the meaning ascribed to it in Paragraph 52(a) below.

17. "Individual Settlement Payment" shall have the meaning ascribed to it in Paragraph 52(d) below.

18. "Net Settlement Amount" shall have the meaning ascribed to it in Paragraph 52(c) below.

19. "Notice" means the notice of settlement of class action that will be sent to the Settlement Class Members, a copy of which is attached as **Exhibit A.**

20. "Notice Response Deadline" is 60 calendar days from the date the Notice is mailed to the Settlement Class Members.

21. "Objecting Settlement Class Member" means a Settlement Class Member who submits a valid and timely objection to the terms of this Agreement with respect to the Settled Class Claims, pursuant to Paragraph 67(d) below.

22. "PAGA Penalties" means the amount that the Parties have agreed to pay to the Labor and Workforce Development Agency ("LWDA") in connection with the California Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, "PAGA"), as well as the individual PAGA payment allocated to each PAGA Group Member.

23. "PAGA Action" means Plaintiffs' lawsuit seeking PAGA civil penalties for

alleged wage and hour violations against Defendant in the Operative Complaint.

24. "PAGA Period" means the period from June 10, 2023 through December 24, 2025.

25. "Participating Class Member" means any and all Settlement Class Members who are deemed to participate, who will receive an Individual Settlement Payment, and who do not opt-out by submitting a timely valid Request for Exclusion.

26. "Parties" or "Settling Parties" mean Plaintiffs, the Settlement Class, and Defendant, collectively.

27. "Pay Periods Worked" or "Eligible Pay Periods," means all pay periods during the Class Period in which the PAGA Group Member worked at least one shift for any of the Defendant

28. "Preliminary Approval Date" means the date the Court approves the Settlement Agreement, and the exhibits thereto, and enters the Preliminary Approval Order.

29. "Preliminary Approval Order" means the judicial Order to be entered by the Court, upon the application or motion of the Plaintiffs, preliminarily approving this Settlement and providing for the issuance of the Notice to the Settlement Class, an opportunity to opt out of the Settlement, an opportunity to submit timely objections to the Settlement, and setting a hearing on the fairness of the terms of Settlement, including approval of attorneys' fees and costs. Defendant will not object to Plaintiffs' motion for preliminary approval conditioned it complies with the terms of this Settlement Agreement, but will be provided with an opportunity to review and comment upon the motion at least seven days before it is filed.

30. "QSF" means the Qualified Settlement Fund set up by the Settlement Administrator for the benefit of the Final Settlement Class, and from which the settlement payments shall be made, and which is intended to be a fund that qualifies under Internal Revenue Code Sec. 468.

31. "Released Parties" means *Home Express Delivery Services, LLC dba TEMCO Logistics* and its current and former parents, owners, subsidiaries, divisions, predecessors, successors, and affiliated or related persons or entities, and each of their respective officers,

directors, members, employees, partners, shareholders, attorneys, agents, executors, and assigns.

32. "Release" shall mean the full and final release and discharge of the Settled Class Claims by Plaintiffs and all of the Participating Class Members and the release and discharge of the Settled PAGA Claims by Plaintiffs and all of the PAGA Group Members, in accordance with the terms of this Settlement Agreement.

33. "Request for Exclusion" means and refers to a valid and timely request for exclusion from the Settlement of the Settled Class Claims, which may be submitted by any Settlement Class Member, other than Plaintiffs, pursuant to Paragraph 67(a) below.

34. "Service Payment" or "Service Award" means the amount approved by the Court to be paid to the Class Representatives in addition to their Individual Settlement Payment as a Participating Class Member.

35. "Settled Class Claims" or "Class Claims" by the Participating Class Members upon Final Approval of the Settlement will include all causes of action and claims, charges, complaints, liens, and demands that were alleged in the Operative Complaint or reasonably could have been alleged at any time, based on the allegations, the facts, statutory citation and/or legal theories contained in the Operative Complaint, including but not limited to all of the following claims for relief: (a) failure to pay for all hours worked, including overtime wages, (b) failure to pay minimum wage, (c) failure to provide compliant meal periods, (d) failure to provide compliant rest breaks, (e) failing to timely pay wages during and upon separation of employment, (f) failing to provide accurate wage statements and maintain accurate payroll records, (g) failing to reimburse for required business expenses, (i) all other claims for statutory penalties based on the facts or claims alleged in the Operative Complaint. These claims include, but are not limited to the California Labor Code sections 200, 201, 202, 203, 204, 204b, 210, 218, 226, 226.2 (including but not limited to piece-rate violations), 226.3, 226.7, 227.3, 245-248.7, 256, 510, 512, 516, 558, 558.1, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, and 2804, and all related provisions of the California Code of Regulations, the California Industrial Wage Orders, the California Business & Professions Code sections 17200 *et seq*. The release of the foregoing claims, extends to all theories of relief regardless of whether the claim is,

was or could have been alleged as separate claims, causes of action, lawsuits or based on other theories of relief, or different right or duty of an alleged statute, whether under federal law, state law or common law (including, without limitation, as violations of the California Labor Code, the Wage Orders, applicable regulations, and California's Business and Professions Code section 17200). "Settled Class Claims" includes all types of relief available for the above-referenced claims, including, without limitation, any claims for damages, restitution, losses, penalties, fines, liens, attorneys' fees, costs, expenses, debts, interest, injunctive relief, declaratory relief, or liquidated damages. The time period governing the Settled Class Claims shall be the same as the Class Period. The Settled Class Claims shall be effective upon the entry of the Final Approval Order and funding of the Gross Settlement Amount.

36. "Settled PAGA Claims" means any and all claims for civil penalties under the Private Attorneys General Act, Labor Code § 2698 *et seq.,* that Plaintiffs alleged against the Released Parties, on behalf of PAGA Group Members and State of California, stated in the Operative Complaint and in Plaintiffs' notice letters to the LWDA (including any amendments thereto), including all of the following claims for relief: (a) failure to pay for all hours worked, including overtime wages, (b) failure to pay minimum wage, (c) failure to provide compliant meal periods, (d) failure to provide compliant rest breaks, (e) failing to timely pay wages during and upon separation of employment, (f) failing to provide accurate wage statements and maintain accurate payroll records, (g) failing to reimburse for required business expenses, and (i) all other claims for statutory penalties based on the facts or claims alleged in the Operative Complaint. These claims include, but are not limited to, California Labor Code sections 200, 201, 202, 203, 204, 204b, 210, 218, 226, 226.2, 226.3, 226.7, 227.3, 245-248.7, 256, 510, 512, 516, 558, 558.1, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, and 2804, and the California Industrial Wage Orders. The time period governing the Settled PAGA Claims shall be any time during the PAGA Period. The Settled PAGA Claims do not release any potential claims for wages or statutory penalties.

37. "Settlement Administrator" means and refers to Apex Class Action LLC the third-party class action settlement administrator based on a low bid that was mutually agreed to by the

Parties, that will provide the Notice Packet to the Settlement Class Members and distribute the settlement amounts as described in this Agreement.

38. "Settlement Administration Costs" means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, tax reporting, and deposit of the employee and employer share of payroll taxes, unclaimed property due diligence, reporting and remittance obligations, distributing the Gross Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The Settlement Administration Costs shall be paid from the Gross Settlement Amount, including, if necessary, any such costs in excess of the amount represented by the Settlement Administrator as being the maximum costs necessary to administer the Settlement.

39. "Settlement Class" consists of all persons who are or previously were employed by Defendant in California, and classified as non-exempt employees at any time during the Class Period.

40. "Settlement Class Member" or "Class Member(s)" refers to individual members of the Settlement Class.

41. "Weeks Worked" or "Eligible Weeks," means all weeks during the Class Period in which the Settlement Class Member worked at least one shift for any of the Defendant.

B. <u>General Terms and Recitals</u>

42. This Settlement resolves all claims brought in the following concurrently pending actions: the Guzman Action; the Raglin PAGA Action; the Raglin Class Action; the Aguayo Action; the Robinson Action; the Gomez Action; and the Najera Action. In preparation for Court approval of the settlement, the Plaintiffs agree to file a Second Amended Complaint in the Guzman Action, consolidating all claims and parties in a single action as described in Section C.

43. Defendant denies Plaintiffs' claims and allegations and contends that the Action is not suitable for class or conditional certification or manageable as a class or representative action.

44. The Class Representatives believe they can proceed with their representative and

class claims, that the Action is meritorious, and that class and conditional certification are appropriate.

45. The Parties have conducted a thorough investigation into the facts of this Action. In preparation for mediation, the Parties exchanged discovery informally, including Defendant's written policies and practices and the production of payroll and timekeeping records for approximately 20% of all Settlement Class Members. Class Counsel represents, and Defendant understands, that each has diligently pursued an investigation of the proposed Settlement Class Members' and PAGA Group Members' claims against Defendant and are knowledgeable about the claims and damages, and have done extensive research with respect to the applicable law and potential defenses to the claims. Based on the foregoing data and on their own independent investigation and evaluation, Class Counsel is of the opinion that the settlement with Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Settlement Class Members and PAGA Group Members/LWDA in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation, various defenses asserted by Defendant, and numerous potential appellate issues.

46. On October 24, 2025, Plaintiffs and Defendant participated in mediation before Steven G. Mehta, a highly experienced and respected class action mediator in California. At the conclusion of mediation, Mr. Mehta issued a mediator's proposal that was eventually accepted by all Parties.

47. The Parties agree that neither the Parties' Settlement, this Agreement, nor the acts to be performed or judgments to be entered pursuant to the terms of the Settlement and Agreement, shall be construed as an admission by Defendant of any wrongdoing or violation of any statute or law or liability on the claims or allegations in this Action.

48. Stipulation for Class and Conditional Certification and Representative Treatment. For settlement purposes only, Defendant stipulates to class and conditional certification of the Settlement Class and that the PAGA Group Members are appropriate for representative treatment. However, should the settlement of the Action not be approved, for any reason, any

stipulated agreement for conditional certification is void and withdrawn.

C. Amended Complaint and Dismissal of PAGA Action

49. Second Amended Class & Representative Action Complaint. Before the filing of Plaintiffs' Motion for Preliminary Approval, Plaintiffs will file a Second Amended Class & Representative Action Complaint to:

a. Consolidate the Guzman Action; the Raglin PAGA Action; the Raglin Class Action; the Aguayo Action; the Robinson Action; the Gomez Action; and the Najera Action and therein collectively allege the Settled Class Claims and Settled PAGA Claims, thereby leaving only the Second Amended Class & Representative Action Complaint pending in Los Angeles County Superior Court;

b. The Second Amended Complaint shall be drafted by Plaintiffs, and Defendant shall have the opportunity to review prior to it being filed; and

50. The Parties currently intend the Second Amended Class & Representative Action Complaint described above to be the "Operative Complaint."

51. Dismissal of Raglin Class Action, Raglin PAGA Action, Aguayo Action, Robinson Action, and Najera Action. Within five (5) business days of filing the Second Amended Class & Representative Action Complaint described above, Plaintiffs shall file a Request for Dismissal Without Prejudice of the Raglin PAGA Action; the Raglin Class Action; the Aguayo Action; the Robinson Action; and the Najera Action. Plaintiffs shall further take any action that may be required to achieve the dismissal without prejudice. The Parties acknowledge their intent that the claims currently pled in the Raglin PAGA Action; the Raglin Class Action; the Aguayo Action; the Robinson Action; and the Najera Action will be dismissed and re-alleged in the Class Action for purposes of securing the Court's approval of the Settlement.

D. Terms of Settlement

52. The financial terms of the Settlement are as follows:

(a) Gross Settlement Amount: The Parties agree to settle this Action for One Million Five Hundred Thousand Dollars and No Cents ($1,500,000.00) (the "Gross Settlement Amount"). The Gross Settlement Amount is the maximum amount that will be paid by

Defendant (except for the employer's share of payroll taxes and withholdings), and includes Individual Settlement Payments, Attorneys' Fees and Costs Award, the Service Payments to the Class Representatives, all Settlement Administration Costs, and PAGA Penalties paid to the Aggrieved Employees and to the LWDA. Defendant will pay the entire amount of the Gross Settlement Amount, and shall pay the employers' share of applicable payroll tax obligations, which shall be reported through the Settlement Administrator.

(b) Escalator Clause: This Settlement is based on Defendant's representation that the workweeks of the Settlement Class during the Class Period, are approximately 125,570. If the actual number of workweeks during this timeframe exceeds 125,570 by more than 5% (i.e., more than 131,849), the amount of the Gross Settlement Amount will be increased proportionally by the workweeks worked in excess of 131,849 multiplied by the workweek value. Defendant shall have the option to roll back the class period in the event the workweeks worked are in excess of 131,849.

(c) Net Settlement Amount: The "Net Settlement Amount" is defined as the Gross Settlement Amount less the Attorneys' Fees and Costs Award, as approved and awarded by the Court, the Service Payments to the Class Representatives, as approved and awarded by the Court, the Settlement Administration Costs, as approved and awarded by the Court, and PAGA Penalties paid to the Aggrieved Employees and to the LWDA. If the Court reduces the Attorneys' Fees and Costs Award, Service Awards, or Settlement Administrator Costs, or either increases or decreases the amount allocated to the PAGA Penalties, the Net Settlement Amount shall be increased or decreased accordingly, and the increase or decrease shall not impact the validity and enforceability of the Settlement.

(d) Individual Settlement Payments for the Settlement Class: Individual Settlement Payments will be calculated and apportioned from the Net Settlement Amount based on the number of Eligible Weeks a Participating Class Member worked during the Class Period. Specific Calculations of Individual Settlement Payments will be made as follows:

- Defendant will calculate the total number of Weeks Worked by each Participating Class Member during the Class Period and the aggregate total

number of Weeks Worked by all Participating Class Members during the Class Period.

- To determine each Settlement Class Member's estimated Individual Settlement Payment, the Settlement Administrator will use the following formula: The Net Settlement Amount will be divided by the aggregate total number of Weeks Worked, resulting in the "Week Value." Each Participating Class Member's Individual Settlement Payment will be calculated by multiplying his or her total number of Weeks Worked during the Class Period by the Week Value.
- Individual Settlement Payments will be reduced by any required deductions for each Participating Class Member as specifically set forth herein, including employee-side tax withholdings and deductions.
- For any Participating Class Member whose Individual Settlement Payment is uncashed or cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Participating Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd (b).

(e) Allocation of Individual Settlement Payments: The Individual Settlement Payments will be allocated based on the allegations in the Action as follows: 20% will be allocated as wages subject to withholding of all applicable local, state and federal taxes; 80% to interest and statutory penalties (pursuant to, e.g., California Labor Code sections 203, 210, 226, 2699) 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 penalties and interest allocations.

(f) Service Payments to Class Representatives: Defendant agrees not to oppose Service Payments up to the following amounts: $7,500.00 to Plaintiff Guzman, $7,500.00

to Plaintiff Raglin, $7,500 to Plaintiff Aguayo, $7,500.00 to Plaintiff Robinson, $7,5,00.00 to Plaintiff Gomez, and $7,500.00 to Plaintiff Najera, to be paid out of the Gross Settlement Amount. The Class Representatives will be issued IRS Form 1099 in connection with this payment and shall be solely and legally responsible to pay any and all applicable taxes on this payment. Should the Court approve a lesser amount for the Service Payments, the difference shall be added to the Net Settlement Amount to be distributed to the Participating Class Members.

(g) Attorneys' Fees and Costs Award: Defendant agrees to not oppose a request by Class Counsel to the Court for an award of attorneys' fees of not more than one-third (1/3) of the Gross Settlement Amount which, unless increased pursuant to paragraph 52(b) of this Agreement, subject to Court approval, plus reasonable litigation costs not to exceed $60,000, which shall be allocated according to proof and subject to Court approval ("Attorneys' Fees and Costs Award"). Defendant agrees not to oppose any application by Class Counsel for fees up to one-third of the Gross Settlement Amount. The Attorneys' Fees and Costs Award shall be paid from the Gross Settlement Amount, and except for this award, Defendant shall have no further obligation to pay any attorneys' fees, costs or expenses to Class Counsel, unless Defendant materially breach this Agreement, including any term regarding funding, and further efforts are necessary from Class Counsel to remedy said breach, including, without limitation, moving the Court to enforce the Agreement. The Settlement Administrator shall issue to Class Counsel an IRS Form 1099 reflecting the amount of attorneys' fees and costs awarded by the Court.

(h) Settlement Administration Costs: The fees and other charges of the Settlement Administrator will be paid from the Gross Settlement Amount, not to exceed $30,000 unless approved by all Parties and the Court.

(i) PAGA Penalties: The Parties agree that $50,000 is allocated to PAGA Penalties and is to be paid from the Gross Settlement Amount, subject to Court approval. Of this amount, $37,500 (75%) shall be paid to the LWDA in satisfaction of civil penalties under the Private Attorney General Act of 2004 ("PAGA") and $12,500 (25%) will be paid to the Aggrieved Employees based on the number of Pay Periods Worked during the PAGA Period,

which will be treated entirely as civil penalties and shall be reported as required on an IRS Form 1099. Class Counsel shall give proper notice to the LWDA of the Settlement.

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

53. "Non-Reversionary" Settlement. This is a "non-reversionary" settlement. Under no circumstances will any portion of the Gross Settlement Amount revert to Defendant. Participating Class Members will not have to make a claim in order to receive an Individual Settlement Payment, and PAGA Group Members will not have to make a claim in order to receive their share of PAGA Penalties. Distributions, in the form of Individual Settlement Payments, will be made directly to each Participating Class Member and PAGA Group Member. The Settlement Administrator shall be responsible for accurately and timely reporting and remittance obligations with respect to unclaimed funds as a result of a Participating Class Member or PAGA Group Member not cashing an Individual Settlement Payment by the check cashing deadline, as set forth herein, and in paragraph 71 of this Agreement.

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

E. Release by Participating Class Members and PAGA Group Members

55. Settled Class Claims. Upon entry of the Final Approval Order and funding of the Gross Settlement Amount, as well as employer side taxes, the Participating Class Members will forever completely release and discharge the Released Parties from the Settled Class Claims for the Class Period.

56. Settled PAGA Claims. Upon entry of the Final Approval Order and funding of the Gross Settlement Amount, as well as employer side taxes, Plaintiffs, the Labor Commissioner/LWDA on behalf of the State of California, and all PAGA Group Members will forever completely release and discharge the Released Parties from the Settled PAGA Claims through the PAGA Period.

F. Release by Plaintiffs/Class Representatives

57. As a material inducement to Defendant to enter into this Settlement Agreement, Class Representatives do hereby, for themselves and for their respective spouses, heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, personal representatives, and assigns forever and completely release and discharge the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including back wages, statutory penalties, civil penalties, liquidated damages, exemplary damages, interest, attorneys' fees, and costs) of any nature whatsoever, from the beginning of time through the execution of this Agreement, whether known or unknown, suspected or unsuspected, including but not limited to all claims arising out of, based upon, or relating to Class Representatives' employment with Defendant or the remuneration for or termination of such employment (collectively, the "Class Representatives' Claims").

58. Without limiting the generality of the foregoing, this general release by Class Representatives includes all claims or rights arising out of alleged violations of any contracts, express or implied (including but not limited to any contract of employment); any contract or covenant of good faith or fair dealing (express or implied); any tort, including negligence, fraud, misrepresentation under California Labor Code 970, negligent infliction of emotional distress, intentional infliction of emotional distress, and defamation; any "retaliation" claims; any claims relating to any breach of public policy; and all federal, state, local and other governmental statutory claims, regulations, and ordinances, and federal and state common law claims (including but not limited to those for contract, tort and equity), including without limitation the California Constitution, the California Unfair Competition Act (California Business and Professions Code section 17200 et seq.), Title VII of the Civil Rights Act of 1964 (race, color, religion, sex, and national origin discrimination or harassment, including retaliation for reporting discrimination or harassment), sections 503 and 504 of the Rehabilitation Act of 1973 (disability discrimination), the Equal Pay Act, 29 U.S.C. § 209(4)(1) (equal pay), the Americans with Disabilities Act, 42 U.S.C. § 12100 *et seq.* (disability discrimination), the Family and Medical

Leave Act, 29 U.S.C. § 2601 *et seq.* (family/medical leave), the California Fair Employment and Housing Act, Cal. Gov't Code § 12900, *et seq.* (discrimination or harassment in employment and/or housing, including discrimination or harassment based on race, religious creed, color, national origin, ancestry, physical or mental disability, marital status, sex (including pregnancy), sexual orientation, genetic, or age, including retaliation for reporting discrimination or harassment), the California Family Rights Act, Cal. Gov't Code § 12945.1, *et seq.* (family/medical leave), the California Labor Code or any Industrial Welfare Commission Wage Order, Executive Order 11246 (race, color, religion, sex, and national origin discrimination or harassment), Executive Order 11141 (age discrimination), and the Employee Retirement Income Security Act, 29 U.S.C. § 1000, *et seq.* (employee benefits).

59. Class Representatives expressly waive and relinquish all rights and benefits afforded by Section 1542 of the Civil Code of the State of California and do so understanding and acknowledging the significance of the waiver of Section 1542. Section 1542 of the Civil Code of the State of California states:

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

Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of all parties, Class Representatives expressly acknowledge that this Settlement Agreement is intended to include in its effect, without limitation, all claims whether known or unknown, suspected or unsuspected, contingent or non-contingent, that now exist, upon any theory of law or equity, including without limitation, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts, in favor of the Class Representatives against the Released Parties, or any of them, for the time period from the beginning of time to the execution of this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment of any such Class Representatives'

claims. Notwithstanding the above, the general release by Class Representatives shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

F. Interim Stay of Proceedings

60. Pending completion of all of the prerequisites necessary to effectuate this Settlement, the Parties agree, subject to Court approval, to a stay of all proceedings in the Action except such as are necessary to effectuate the Settlement.

G. Notice Process

61. Appointment of Settlement Administrator. The Parties have agreed to the appointment of the Settlement Administrator to perform the duties of a settlement administrator, including mailing the Notice, using standard devices to obtain forwarding addresses, independently reviewing and verifying documentation associated with any claims or opt-out requests, resolving any disputes regarding the calculation or application of the formula for determining the Individual Settlement Payments, drafting and mailing the settlement checks to Participating Class Members, and PAGA Group Members, issuing W-2 and 1099 Tax Forms, unclaimed funds due diligence, reporting and remittance obligations, and performing such other tasks as set forth herein or as the Parties mutually agree or that the Court orders. The Settlement Administrator (along with any of its agents) shall represent and warrant that it will: (a) provide reasonable and appropriate administrative, physical and technical safeguards for any personally identifiable information ("PII"), which it receives from Defendant; (b) not disclose the PII to Class Counsel, Plaintiffs, any party or third parties, including agents or subcontractors, without Defendant's consent; (c) not disclose or otherwise use the PII other than to carry out its duties as set forth herein; (d) promptly provide Defendant with notice if PII is subject to unauthorized access, use, disclosure, modification, or destruction; and (e) continue to protect the PII upon termination of its services.

62. Disputes Regarding Settlement Administration. Any and all disputes relating to administration of the Settlement by the Settlement Administrator (except for disputes regarding Class Data) shall be referred to the Court, if necessary, which will have continuing jurisdiction

over the terms and conditions of this Settlement Agreement, until Plaintiffs and Defendant notify the Court that all payments and obligations contemplated by this Settlement Agreement have been fully carried out. Prior to presenting any issue to the Court, counsel for the Parties will confer in good faith to resolve the dispute without the necessity of Court intervention. The Settlement Administrator shall also be responsible for issuing to Plaintiffs, Participating Class Members, PAGA Group Members, and Class Counsel any W-2, 1099, or other Tax Forms as may be required by law for all amounts paid pursuant to this Agreement. The Settlement Administrator shall also be responsible for setting up all necessary tax accounts and forwarding all payroll taxes and penalties to the appropriate government authorities.

63. Class Data. Within twenty-one (21) calendar days from the date the Court enters the order granting preliminary approval of this Settlement Defendant shall provide the Class Data to the Settlement Administrator via secured file transfer. The Settlement Administrator will run a check of the Settlement Class Members' addresses against those on file with the U.S. Postal Service's National Change of Address List. The Class Data provided to the Settlement Administrator will remain confidential, shall be used solely to administer the Settlement, and it will not be used or disclosed to anyone (including Class Counsel), except as required by applicable tax authorities, pursuant to Defendant's express written consent, or by order of the Court. Although Class Counsel will not be provided with the list of Class Data, nothing herein shall prevent Class Counsel from communicating with Settlement Class Members regarding the Action and Settlement.

64. Notice. The Notice, as approved by the Court, shall be sent by the Settlement Administrator to the Settlement Class Members, by first class mail, in English and Spanish, within fourteen (14) calendar days following the Settlement Administrator's receipt of the Class Data. The Settlement Administrator shall use standard devices, including a skip trace, to obtain forwarding addresses of Settlement Class Members if any envelopes are returned.

65. Returned Notices. The Settlement Administrator will take steps to ensure that the Notice is received by all Settlement Class Members, including utilization of the National Change of Address Database maintained by the United States Postal Service to review the accuracy of

and, if possible, update a mailing address. Notices will be re-mailed to any Settlement Class Member for whom an updated address is located within ten (10) calendar days following both the Settlement Administrator learning of the failed mailing and its receipt of the updated address. No Notices will be re-mailed after the Notice Response Date. The Notice shall be identical to the original Notice, except that it shall notify the Settlement Class Member that the exclusion (opt-out) request or objection must be returned by the later of the Notice Response Deadline or fifteen (15) days after the remailing of the Notice.

66. Disputes Regarding Information on Notices. Settlement Class Members are deemed to participate in the Settlement, unless they opt-out, and PAGA Group Members may not opt out of the Settled PAGA Claims. The Notice will inform Settlement Class Members and PAGA Group Members of his/her estimated Individual Settlement Payment and the number of Weeks Worked during the Class Period and the number of Pay Periods Worked during the PAGA Period. Settlement Class Members may dispute their Weeks Worked and PAGA Group Members may dispute their Pay Periods Worked if they feel they should be credited with more Eligible Weeks or Eligible Pay Periods than the Class Data shows by submitting evidence to the Settlement Administrator prior to the Notice Response Deadline. The Class Data will be presumed determinative absent reliable evidence to rebut it, but the Settlement Administrator will evaluate the evidence submitted by the Settlement Class Member or PAGA Group Member and provide the evidence submitted to Class Counsel and Defense Counsel who agree to meet and confer in good faith about the evidence to determine the Settlement Class Member's actual number of Weeks Worked, Pay Periods Worked, and estimated Individual Settlement Payment. If Class Counsel and Defense Counsel are unable to agree, they agree to submit the dispute to the Settlement Administrator to render a final decision. Settlement Class Members and PAGA Group Members will have until the Notice Response Deadline to dispute Weeks Worked or Pay Periods Worked, object, or opt out, unless extended by the Court. In the event that the Settlement Administrator increases the number of Weeks Worked or Pay Periods Worked for any Settlement Class Member or PAGA Group Member, then the Settlement Administrator will recalculate the Participating Class Members' or PAGA Group Members' Individual Settlement

Payments; accordingly, in no event (other than the circumstances outlined in paragraph 52(b)) will Defendant be required to increase the Gross Settlement Amount.

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

(a) Requests for Exclusion from Participating in the Settlement Class. Any Settlement Class Member, other than Plaintiffs, may request to be excluded from the Settlement Class by submitting a "Request for Exclusion" form (attached hereto as Exhibit B) to the Settlement Administrator, postmarked on or before the Notice Response Deadline. To be valid, any Request for Exclusion must include the full name, address, telephone number, last four digits of the social security number or date of birth, a clear statement that the Settlement Class Member wishes to be excluded from the class action settlement, and signature of the Settlement Class Member requesting exclusion. The Request for Exclusion must be returned by mail to the Settlement Administrator at the specified address. Any such Request must be made in accordance with the terms set forth in the Notice. A Request for Exclusion will be timely only if postmarked by the Notice Response Deadline, unless the Parties otherwise agree in writing. Any Settlement Class Member who timely requests exclusion in compliance with these requirements: (i) will not have any rights under this Agreement with respect to the Settled Class Claims, including the right to object, appeal, or comment on the Settlement; (ii) will not be entitled to receive any payments under this Agreement for the Settled Class Claims; and (iii) will not be bound by this Agreement, or the Judgment, with respect to the Settled Class Claims. Any PAGA Group Member who requests timely exclusion will still be subject to the Settled PAGA Claims to the fullest extent permitted by law and shall be sent his or her share of PAGA Penalties.

(b) Right to Revoke. Defendant shall retain the right, in the exercise of its sole discretion, to nullify the Settlement within seven (7) calendar days after expiration of the

Notice Response Deadline if five percent (5%) or more of the Settlement Class opts out of the Settlement. If Defendant nullify the Settlement, it will pay Settlement Administration Costs incurred up until the time of revocation.

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

(d) Objections to Settlement of the Settled Class Claims. Any Settlement Class Member, other than Plaintiffs, may object to the terms of this Agreement, except as to the Settled PAGA Claims. To object, a Settlement Class Member shall inform the Settlement Administrator, in writing, of his or her objection by submitting an Objection form (attached hereto as **Exhibit C**) which must be postmarked by the Notice Response Deadline at the address set forth in the Notice. Such objection shall include the objecting Settlement Class Member's full name, address, telephone number, and dates of employment with Defendant, the case name and number, the basis for the objection, including any legal support and each specific reason in support of the objection, as well as any documentation or evidence in support thereof, and, if the Objecting Settlement Class Member is represented by counsel, the name and address of his or her counsel. The Settlement Administrator shall provide objections, if any, to Class Counsel and Defense Counsel within three (3) calendar days of receipt, and the Settlement Administrator shall attach the same to its declaration of due diligence and file with the Court prior to the Final Approval Hearing. Any Participating Class Member who files an objection remains eligible to receive monetary compensation from the Settlement. Plaintiffs and Defendant shall not be responsible for any fees, costs, or expenses incurred by any Class Member and/or his or her counsel related to any objections to the Settlement. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party

of record by timely and properly intervening or filing a motion to vacate the judgment under Code of Civil Procedure Section 663. To the extent a Participating Class Member submits a Request for Exclusion and objection, the objection shall be disregarded and the Settlement Class Member shall be excluded from the Class. Settlement Class Members and PAGA Group Members may not object to or opt-out of the Settlement with respect to the PAGA Claims.

(e) Failure to Object. Any Settlement Class Member who desires to object to the Settled Class Claims in the Settlement but fails to timely submit a written objection or in person objection at the Final Approval Hearing waives all right to object and will be foreclosed from making any objection to this Settlement. Any Settlement Class Member who does not timely and properly become a party of record by intervening or filing a motion to vacate the judgment waives any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment, motion for new trial, a motion under California Code of Civil Procedure Section 473, and extraordinary writs.

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

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

(h) Defective Submissions. If a Settlement Class Member's Request for Exclusion or objection is defective as to the requirements listed herein (with the exception of the requirement to submit the Request for Exclusion or objection by the Notice Response Deadline), that Settlement Class Member will be given an opportunity to cure the defect(s). So long as defective Request for Exclusion of objection was timely received by the Settlement Administrator, the Settlement Administrator will mail the Settlement Class Member a cure letter

within three (3) business days of receiving the defective submission to advise the Settlement Class Member that his or her submission is defective and that the defect must be cured to render the Request for Exclusion or objection valid. The Settlement Class Member will have the later of (i) the Notice Response Deadline or (ii) 15 calendar days from the date of the cure letter to postmark or fax a revised Request for Exclusion or objection. If the revised Request for Exclusion or objection is not postmarked or received by fax within that period, it will be deemed untimely.

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

69. Funding of the Settlement Amount. Defendant shall make a one-time deposit into the QSF of the Gross Settlement Amount within ten (10) calendar days after the Effective Date. Defendant separately shall pay into the QSF its share of employer payroll taxes as calculated and directed by the Settlement Administrator, which shall be distributed and reported by the Settlement Administrator. Once funded, Defendant will have complied with its obligation set forth in this paragraph, Defendant shall be deemed to have satisfied all of the terms and conditions of this Agreement, shall be entitled to all the protections afforded to it under the Agreement, and shall have no further obligations under the Agreement. The Settlement Administrator (and not Defendant) shall issue the applicable W-2s and IRS Form 1099 reflecting all payments to the Participating Class Members and PAGA Group Members.

70. Distribution of Funds. No later than ten (10) calendar days after the deposit of the Gross Settlement Amount into the QSF, the Settlement Administrator will mail the Individual Settlement Payments to the Participating Class Members, the payment to Class Counsel for the Attorneys' Fees and Costs Award, any Service Payment to the Class Representatives, the payment to the LWDA for PAGA penalties, and will pay itself the Settlement Administration Costs.

71. Deadline for Cashing Settlement Checks. Participating Class Members and PAGA Group Members shall have 180 calendar days after mailing by the Settlement

Administrator to cash their settlement checks. If any Participating Class Member's or PAGA Group Member's check is not cashed within that period, the check will be void and a stop-payment will be issued, and the Settlement Administrator shall issue the unclaimed funds to the California State Controller's Office in the name of the Class Member or PAGA Member, or as otherwise directed by the Court. The release will be binding upon all Participating Class Members and PAGA Group Members who do not cash their checks within the 180-day period. In the event that any settlement check is returned to the Settlement Administrator within 180 days of mailing, the Settlement Administrator will, within five (5) business days of receipt of the returned settlement check, perform a skip trace to locate the individual, and notify Defense Counsel and Class Counsel of the results. If a new address is located by these means, the Administrator will have ten (10) business days to re-issue the check. Neither Defendant, Defense Counsel, Class Counsel, Plaintiffs, nor the Settlement Administrator will have any liability for lost or stolen settlement checks, forged signatures on settlement checks, or unauthorized negotiation of settlement checks. Without limiting the foregoing, in the event a Participating Class Member or PAGA Group Member notifies the Settlement Administrator that he or she believes that a settlement check has been lost or stolen, the Settlement Administrator shall immediately stop payment on such check. If the check in question has not been negotiated prior to the stop payment order, the Settlement Administrator will issue a replacement check.

72. No person shall have any claim against Defendant (or its designees), Defendant's Counsel, Plaintiffs, Class Counsel, or the Settlement Administrator based on mailings, distributions, payments or reports made in accordance with or pursuant to this Agreement or based on any and all acts of the Settlement Administrator. This provision does not, however, prevent a Party from seeking enforcement of this Agreement.

I. Duties of the Parties Prior to the Court's Approval

73. Second Amended Class & Representative Action Complaint. As stated in Section C, prior to the Plaintiffs' filing of their Motion for Preliminary Approval, Plaintiffs will file a Second Amended Class & Representative Action Complaint as described herein, which is referred to as the "Operative Complaint."

74. Plaintiffs will thereafter move the Court for Preliminary Approval of this Settlement and entry of the Preliminary Approval Order accomplishing the following:

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

(b) Approving as to form and content the proposed Notice (attached hereto as Exhibit A);

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

(d) Preliminarily approving this Settlement; and

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

75. 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, in order to try to achieve Final Approval of the Agreement upon any subsequent Court hearings.

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

76. 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 Representatives, and the payment to the Settlement Administrator for costs of administering the settlement and

(c) Entering judgment approving the Settlement pursuant to the terms of this Settlement Agreement.

77. Final Judgment. The Settlement Administrator shall also be responsible for

posting the Final Judgment to its website. If any amended judgment is required for any reason, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

K. Other Terms

78. 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.

79. 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 Settled Class or PAGA Claim.

80. 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.

81. No Publicity. Communications regarding this Settlement prior to the Preliminary Approval Date shall be limited to Court-Approved Notices in the Action. After the Preliminary Approval Date, Class Counsel and Class Representatives agree that they will not publicize this Settlement on their website, social media, blogs, micro-blog, vlogs or any other media, including, reporting to Jury Verdicts or any other reporting services and agree that any breach of this paragraph is a material breach of the Settlement Agreement. Nothing herein shall be construed to prevent Class Counsel from the public filing of motions or other case materials in the Action related to seeking and obtaining Court approval of this Settlement and the related awards of attorneys' fees and costs, or to communications with Settlement Class Members or their representatives about this Settlement, including through the posting of Court-filed documents on Class Counsel's websites for access solely by the Settlement Class Members, or to prevent the Parties or their representatives from communicating with financial or legal advisors regarding the Settlement. In response to any media inquiry, Class Counsel may state only that the Action has been settled on terms mutually agreeable to the Parties.

82. 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

such documents and to take such other action as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties to this Settlement Agreement shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement and the terms set forth herein. As soon as practicable after execution of this Settlement Agreement, Class Counsel shall, with the assistance and cooperation of Defendant and Defense Counsel, take all necessary steps to secure the Court's preliminary and final approval of the Settlement, and the final entry of judgment. Class Counsel shall provide Defense Counsel with copies of the Preliminary Approval Motion and Final Approval Motion for review at least seven days prior to the filing deadline.

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

84. No Admission. Defendant denies any and all liability to Plaintiffs and/or any Settlement Class Member in this Action, as to any and all causes of action that were asserted or that might have been asserted in this Action. Nothing in this Settlement Agreement is intended or shall be construed as an admission of liability, fault or wrongdoing by Defendant. Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement Agreement. Nonetheless, Defendant wishes to settle and compromise the matters at issue in the Action to avoid further substantial expense and the inconvenience and distraction of protracted and burdensome litigation. Defendant has also taken into account the uncertainty and risks inherent in litigation, and without conceding any infirmity in the defenses that they have asserted or could assert against Plaintiffs, have determined that it is desirable and beneficial that Plaintiffs' claims be settled in the manner and upon the terms and conditions set forth in this Agreement.

85. Inadmissibility of Agreement. Whether or not the Court issues the Final Approval Order, nothing contained herein, nor the consummation of this Settlement Agreement, is to be

construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant or any of the other Released Parties. Each of the Parties hereto has entered into this Settlement Agreement with the intention of avoiding further disputes and litigation with the attendant inconvenience and expenses. This Settlement Agreement is a settlement document, and it, along with all related documents such as the notices, and motions for preliminary and final 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 and corresponding judgment. 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.

86. 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 PAGA Group Members:
Paul K. Haines, Esq.
Sean M. Blakely, Esq.
Haines Law Group, APC
2155 Campus Drive, Suite 180
phaines@haineslawgroup.com
Sblakely@haineslawgroup.com
Phone: (424) 292-2350
Fax: (424) 292-2355

To Defendant:
Kamran Mirrafati (SBN 233827)
kmirrafati@seyfarth.com
Laura E. Heyne (SBN 279478)
lheyne@seyfarth.com
SEYFARTH SHAW LLP
2029 Century Park East, Suite 3500
Los Angeles, California 90067
Telephone: (310) 277-7200
Facsimile: (310) 201-5219

87. 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 his or its counsel participated in the drafting of this Settlement Agreement. Plaintiffs 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.

88. Captions and Interpretations. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is contractual and not merely a recital other than paragraphs 42-48.

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

90. Dispute Resolution. Prior to instituting legal action to enforce the provisions of this Agreement or to declare rights and/or obligations under this Agreement, a Party shall provide written notice to the other Party and allow an opportunity to cure the alleged deficiencies, and Plaintiffs and Defendant agree to seek the help of the mediator identified in this Agreement, or another mediator mutually agreed upon if he is not available, to resolve any dispute they are unable to resolve informally. During this period, the Parties shall bear their own attorneys' fees and costs. This provision shall not apply to any legal action or other proceeding instituted by any person or entity other than Plaintiffs or Defendant.

91. Court Retains Jurisdiction. To the extent consistent with class action procedure, this Settlement Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6. The Court shall retain continuing jurisdiction over this Lawsuit and over all Parties and Settlement Class Members, to the fullest extent to enforce and effectuate the

terms and intent of this Settlement Agreement, and to adjudicate any claimed breaches of this Settlement Agreement. In the event that one more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this settlement or to declare rights and/or obligations under this settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

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

93. Choice of Law. This Settlement Agreement shall be governed by and construed, enforced and administered in accordance with the laws of the State of California.

94. Integration Clause. This Settlement Agreement contains the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

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

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

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

Settlement Agreement valid and enforceable.

98. Counterparts. This Settlement Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one fully signed Settlement Agreement, which shall be binding upon and effective as to all Parties.

Dated: 10/15, 2026

PLAINTIFF AND CLASS REPRESENTATIVE:

Juan Guzman (Oct 15, 2026 11:13:47 PDT)

Juan Guzman

Dated: _____, 2026

PLAINTIFF AND CLASS REPRESENTATIVE:

Vincent Raglin

Dated: _____, 2026

PLAINTIFF AND CLASS REPRESENTATIVE:

Marco Aguayo

Dated: _____, 2026

PLAINTIFF AND CLASS REPRESENTATIVE:

Jorge Najera

Dated: _____, 2026

PLAINTIFF AND CLASS REPRESENTATIVE:

John Gomez

Dated: _____, 2026

PLAINTIFF AND CLASS REPRESENTATIVE:

Andrew William Robinson

Settlement Agreement valid and enforceable.

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Dated: _____, 2026

PLAINTIFF AND CLASS REPRESENTATIVE:

_____
Juan Guzman

Dated: 10/14/2026, 2026

PLAINTIFF AND CLASS REPRESENTATIVE:

Vincent Raglin
Vincent Raglin

Dated: _____, 2026

PLAINTIFF AND CLASS REPRESENTATIVE:

_____
Marco Aguayo

Dated: _____, 2026

PLAINTIFF AND CLASS REPRESENTATIVE:

_____
Jorge Najera

Dated: _____, 2026

PLAINTIFF AND CLASS REPRESENTATIVE:

_____
John Gomez

Dated: 10/14/2026, 2026

PLAINTIFF AND CLASS REPRESENTATIVE:

Andrew William Robinson
Andrew William Robinson

Docusign Envelope ID: 66D7229D-B761-8600-82CA-D1926F44BDA9

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Dated: _____, 2026 **PLAINTIFF AND CLASS REPRESENTATIVE:**

_____
Juan Guzman

Dated: _____, 2026 **PLAINTIFF AND CLASS REPRESENTATIVE:**

_____
Vincent Raglin

Dated: 10/16/2026, 2026 **PLAINTIFF AND CLASS REPRESENTATIVE:**

Signed by:
Marco Aguayo
7C23AFA71AB84C3...
Marco Aguayo

Dated: _____, 2026 **PLAINTIFF AND CLASS REPRESENTATIVE:**

_____
Jorge Najera

Dated: _____, 2026 **PLAINTIFF AND CLASS REPRESENTATIVE:**

_____
John Gomez

Dated: _____, 2026 **PLAINTIFF AND CLASS REPRESENTATIVE:**

_____
Andrew William Robinson

Signature ref: bce738db-5283-407c-a3e4-562d4df2ee6e

Settlement Agreement valid and enforceable.

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Dated: _____, 2026 **PLAINTIFF AND CLASS REPRESENTATIVE:**

_____
Juan Guzman

Dated: _____, 2026 **PLAINTIFF AND CLASS REPRESENTATIVE:**

_____
Vincent Raglin

Dated: _____, 2026 **PLAINTIFF AND CLASS REPRESENTATIVE:**

_____
Marco Aguayo

Dated: 10/15/2026, 2026 **PLAINTIFF AND CLASS REPRESENTATIVE:**

Jorge najera
_____
Jorge Najera

Dated: _____, 2026 **PLAINTIFF AND CLASS REPRESENTATIVE:**

_____
John Gomez

Dated: _____, 2026 **PLAINTIFF AND CLASS REPRESENTATIVE:**

_____
Andrew William Robinson

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Dated: _____, 2026 **PLAINTIFF AND CLASS REPRESENTATIVE:**

_____
Juan Guzman

Dated: _____, 2026 **PLAINTIFF AND CLASS REPRESENTATIVE:**

_____
Vincent Raglin

Dated: _____, 2026 **PLAINTIFF AND CLASS REPRESENTATIVE:**

_____
Marco Aguayo

Dated: _____, 2026 **PLAINTIFF AND CLASS REPRESENTATIVE:**

_____
Jorge Najera

Dated: 10/15/2026, 2026 **PLAINTIFF AND CLASS REPRESENTATIVE:**

John Gomez
John Gomez (Oct 15, 2026 19:09:09 PDT)
John Gomez

Dated: _____, 2026 **PLAINTIFF AND CLASS REPRESENTATIVE:**

_____
Andrew William Robinson

Dated: October 15, 2026

CLASS COUNSEL:
HAINES LAW GROUP APC



Paul Haines
Attorneys for Plaintiff Guzman

Dated: _____, 2026

CLASS COUNSEL:
BIBIYAN LAW GROUP PC

_____
David Bibiyan
Attorneys for Plaintiffs Raglin and Robinson

Dated: _____, 2026

CLASS COUNSEL:
MELMED LAW GROUP PC

_____
Jonathan Melmed
Attorneys for Plaintiff Aguayo

Dated: _____, 2026

CLASS COUNSEL:
FERRARO VEGA EMPLOYMENT LAWYERS, INC.

_____
Nicholas Ferraro
Attorneys for Plaintiff Najera

Dated: _____, 2026

DEFENDANT:
HOME EXPRESS DELIVERY SERVICES, LLC DBA TEMCO LOGISTICS
.

_____

By: _____

Title: _____

Dated: _____, 2026

CLASS COUNSEL:
HAINES LAW GROUP APC

_____
Paul Haines
Attorneys for Plaintiff Guzman

Dated: October 14, 2026

CLASS COUNSEL:
BIBIYAN LAW GROUP PC

David D. Bibiyan
_____
David Bibiyan
Attorneys for Plaintiffs Raglin and Robinson

Dated: _____, 2026

CLASS COUNSEL:
MELMED LAW GROUP PC

_____
Jonathan Melmed
Attorneys for Plaintiff Aguayo

Dated: _____, 2026

CLASS COUNSEL:
FERRARO VEGA EMPLOYMENT LAWYERS, INC.

_____
Nicholas Ferraro
Attorneys for Plaintiff Najera

Dated: _____, 2026

DEFENDANT:
HOME EXPRESS DELIVERY SERVICES, LLC DBA TEMCO LOGISTICS
.

_____

By: _____

Title: _____

Docusign Envelope ID: 66D7229D-B761-8600-82CA-D1926F44BDA9

Dated: _____, 2026

CLASS COUNSEL:
HAINES LAW GROUP APC

_____
Paul Haines
Attorneys for Plaintiff Guzman

Dated: _____, 2026

CLASS COUNSEL:
BIBIYAN LAW GROUP PC

_____
David Bibiyan
Attorneys for Plaintiffs Raglin and Robinson

Dated: October 15, 2026

CLASS COUNSEL:
MELMED LAW GROUP PC

_____
Jonathan Melmed
Attorneys for Plaintiff Aguayo

Dated: _____, 2026

CLASS COUNSEL:
FERRARO VEGA EMPLOYMENT LAWYERS, INC.

_____
Nicholas Ferraro
Attorneys for Plaintiff Najera

Dated: _____, 2026

DEFENDANT:
HOME EXPRESS DELIVERY SERVICES, LLC DBA TEMCO LOGISTICS
.

_____

By: _____

Title: _____

Dated: _____, 2026

CLASS COUNSEL:
HAINES LAW GROUP APC

_____
Paul Haines
Attorneys for Plaintiff Guzman

Dated: _____, 2026

CLASS COUNSEL:
BIBIYAN LAW GROUP PC

_____
David Bibiyan
Attorneys for Plaintiffs Raglin and Robinson

Dated: _____, 2026

CLASS COUNSEL:
MELMED LAW GROUP PC

_____
Jonathan Melmed
Attorneys for Plaintiff Aguayo

Dated: _____, 2026

CLASS COUNSEL:
FERRARO VEGA EMPLOYMENT LAWYERS, INC.



_____
Nicholas Ferraro
Attorneys for Plaintiff Najera

Dated: _____, 2026

DEFENDANT:
HOME EXPRESS DELIVERY SERVICES, LLC DBA TEMCO LOGISTICS
.

_____

By: _____

Title: _____

Dated: _____, 2026

CLASS COUNSEL:
HAINES LAW GROUP APC

_____
Paul Haines
Attorneys for Plaintiff Guzman

Dated: _____, 2026

CLASS COUNSEL:
BIBIYAN LAW GROUP PC

_____
David Bibiyan
Attorneys for Plaintiffs Raglin and Robinson

Dated: _____, 2026

CLASS COUNSEL:
MELMED LAW GROUP PC

_____
Jonathan Melmed
Attorneys for Plaintiff Aguayo

Dated: _____, 2026

CLASS COUNSEL:
FERRARO VEGA EMPLOYMENT LAWYERS, INC.

_____
Nicholas Ferraro
Attorneys for Plaintiff Najera

Dated: October 16, 2026

DEFENDANT:
HOME EXPRESS DELIVERY SERVICES, LLC DBA TEMCO LOGISTICS
.

Alexandria Layton
_____

By: Alexandria Layton

Title: Associate General Counsel

Dated: October 16, 2026

DEFENDANT'S COUNSEL:
SEYFARTH SHAW LLP



Kamran Mirrafati
Attorneys for Defendant

- END OF DOCUMENT -

EXHIBIT B

SEYFARTH SHAW LLP
Kamran Mirrafati (SBN 233827)
kmirrafati@seyfarth.com
Laura E. Heyne (SBN 279478)
lheyne@seyfarth.com
Reiko Furuta (SBN 169206)
rfuruta@seyfarth.com
2029 Century Park East, Suite 3500
Los Angeles, California 90067-3021
Telephone: (310) 277-7200
Facsimile: (310) 201-5219

Attorneys for Defendant
HOME EXPRESS DELIVERY SERVICE dba
TEMCO LOGISTICS

(Plaintiffs' counsel information on following page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

JUAN GUZMAN, an individual and on behalf of all others similarly situated,

Plaintiff,

v.

HOME EXPRESS DELIVERY SERVICE LLC DBA TEMCO LOGISTICS, a Georgia corporation, and DOES 1 TO 100,

Defendants.

Case No. 24STCV08956

Formally Related to Case Nos. 24STCV18087, 24STCV15753, and 24STCV09992

Settled also with Case No. 24CL017121C and Case No. 25CV117576

[Assigned for all purposes to the Hon. William F. Highberger, Dept. SS10]

FIRST AMENDED CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

Complaint Filed: April 9, 2024
FAC Filed: June 14, 2024

Paul K. Haines, Esq.
Sean M. Blakely, Esq.
Haines Law Group, APC
2155 Campus Drive, Suite 180
phaines@haineslawgroup.com
Sblakely@haineslawgroup.com
Phone: (424) 292-2350
Fax: (424) 292-2355
(Attorneys For Plaintiff, JUAN GUZMAN AND *JOHN GOMEZ)*

David D. Bibiyan, Esq.
Vedang J. Patel, Esq.
Rafael Yedoyan, Esq.
Bibiyan Law Group, P.C.
1460 Westwood Boulevard
Los Angeles, CA 90024
David@tomorrowlaw.com
vedang@tomorrowlaw.com
rafael@tomorrowlaw.com
Phone: (310) 435-5555
Fax: (310) 300-1705
(Attorneys For Plaintiffs, VINCENT RAGLIN , JR AND ANDREW WILLIAM ROBINSON)

Jonathan Melmed
Laura Supanich
MELMED LAW GROUP P.C.
1801 Century Park East, Suite 850
Los Angeles, California 90067
jm@melmedlaw.com
lms@melmedlaw.com
Phone: (310) 824-3828
Fax: (310) 862-685
(*Attorneys For Plaintiff, MARCO AGUAYO)*

Nicholas J Ferraro
Lauren N Vega
FERRARO VEGA EMPLOYMENT LAWYERS
3333 Camino del Rio South Suite 300
San Diego California 92108
nick@ferrarovega.com
lauren@ferrarovega.com
Tel (619) 693-7727
Fax (619) 350-6855
(Attorneys for Plaintiff JORGE NAJERA)

FIRST AMENDED CLASS AND PAGA REPRESENTATIVE SETTLEMENT AGREEMENT AND RELEASE

This Class and Representative Action Settlement Agreement and Release of Claims is entered into by and between Plaintiffs Juan Guzman, Vincent Raglin, Marco Aguayo, Andrew William Robinson, John Gomez, and Jorge Najera individually, on a representative basis, on behalf of all others similarly situated, aggrieved employees, and the interests of the California Labor and Workforce Development Agency ("LWDA") (collectively, "Plaintiffs"), and Defendant Home Express Delivery Service LLC dba Temco Logistics ("Defendant"), subject to the terms and conditions hereof and the Court's approval.

A. Definitions

1. "Agreement," "Settlement" or "Settlement Agreement" shall mean this Class and Representative Action Settlement Agreement and Release of Claims, including any attached Exhibits.

2. "PAGA Group Member" or "Aggrieved Employees" means all Settlement Class Members that worked at any time during the PAGA Period. PAGA Employees cannot opt out of the settlement of the PAGA claim.

3. "Attorney's Fees and Cost Award" shall have the meaning ascribed to it in Paragraph 52(g) below.

4. "Class Counsel" refers to Paul K. Haines, Esq. and Sean Blakely, Esq. of Haines Law Group APC; David Bibiyan of Bibiyan Law Group PC; Jonathan Melmed of Melmed Law Group PC; and Nicholas J. Ferraro of Ferraro Vega Employment Lawyers, Inc.

5. "Class Data" means a complete list that Defendant will diligently and in good faith compile from all available records and provide to the Settlement Administrator on one spreadsheet and shall include the following information for the Settlement Class Members and PAGA Group Members: full names; last known addresses; telephone numbers; Social Security Numbers; the total Pay Periods Worked during the PAGA Period for each PAGA Group Member and the total Weeks Worked during the Class Period for each Settlement Class Member.

6. "Class Period" means the period from June 10, 2023 through December 24,

2025.

7. "Class Representatives" or "Plaintiffs" means and refers to Juan Guzman, Vincent Raglin, Marco Aguayo, Jorge Najera, John Gomez, and Andrew William Robinson.

8. "Action" collectively means and refers to the following actions:

a. *Guzman v. Home Express Delivery Services, LLC dba TEMCO Logistics* (Case No. 24STCV08956) (hereinafter "Guzman Action");

b. *Raglin v. Home Express Delivery Services, LLC dba TEMCO Logistics (PAGA)* (Case No. 24STCV15753) (hereinafter "Raglin PAGA Action");

c. *Raglin v. Home Express Delivery Services, LLC dba TEMCO Logistics (Class Action)* (Compelled to Arbitration, Prior Case No. 24STCV15753) ("hereinafter "Raglin Class Action");

d. *Aguayo v. Home Express Delivery Services, LLC dba TEMCO Logistics* (Case No. 24STCV18087) (hereinafter (hereinafter "Aguayo Action");

e. *Najera v. Home Express Delivery Services, LLC dba TEMCO Logistics* (Case No. 24CL017121C) (hereinafter "Najera Action");

f. *Andrew William Robinson v. Home Express Delivery Services, LLC dba TEMCO Logistics* (Case No. 25CV117576) (hereinafter (hereinafter "Robinson Action"); and

g. *John Gomez v. Home Express Delivery Services, LLC dba TEMCO Logistics* (not filed) (hereinafter, "Gomez Action").

9. "Operative Complaint" shall mean the final complaint filed by Plaintiffs in the Action, which the Parties currently intend to be the Second Amended Class & Representative Action Complaint described in Section C below.

10. "Court" (or "Judge") means the Superior Court of the State of California, County of Los Angeles.

11. "Defendant" means and refers to *Home Express Delivery Service, LLC dba TEMCO Logistics.*

12. "Defendant's Counsel" or "Defense Counsel" means and refers to Kamran Mirrafati and Laura Heyne of Seyfarth Shaw LLP.

13. "Effective Date" means the latest of the following dates: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the expiration date of the time for filing or noticing any appeal

of the Judgment; (b) if there is an appeal of the Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the California Supreme Court; or (c) if a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the Judgment is affirmed pursuant to such petition.

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

15. "Final Settlement Class" means, collectively, all Settlement Class Members who have not opted out of the Settlement Class by submitting a timely Request for Exclusion.

16. "Gross Settlement Amount" or "GSA" shall have the meaning ascribed to it in Paragraph 52(a) below.

17. "Individual Settlement Payment" shall have the meaning ascribed to it in Paragraph 52(d) below.

18. "Net Settlement Amount" shall have the meaning ascribed to it in Paragraph 52(c) below.

19. "Notice" means the notice of settlement of class action that will be sent to the Settlement Class Members, a copy of which is attached as **Exhibit A.**

20. "Notice Response Deadline" is 60 calendar days from the date the Notice is mailed to the Settlement Class Members.

21. "Objecting Settlement Class Member" means a Settlement Class Member who submits a valid and timely objection to the terms of this Agreement with respect to the Settled Class Claims, pursuant to Paragraph 67(d) below.

22. "PAGA Penalties" means the amount that the Parties have agreed to pay to the Labor and Workforce Development Agency ("LWDA") in connection with the California Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, "PAGA"), as well as the individual PAGA payment allocated to each PAGA Group Member.

23. "PAGA Action" means Plaintiffs' lawsuit ~~alleging wage and hour~~

~~violations~~seeking PAGA civil penalties for alleged wage and hour violations against Defendant in the Operative Complaint.

24. "PAGA Period" means the period from June 10, 2023 through December 24, 2025.

25. "Participating Class Member" means any and all Settlement Class Members who are deemed to participate, who will receive an Individual Settlement Payment, and who do not opt-out by submitting a timely valid Request for Exclusion.

26. "Parties" or "Settling Parties" mean Plaintiffs, the Settlement Class, and Defendant, collectively.

27. "Pay Periods Worked" or "Eligible Pay Periods," means all pay periods during the Class Period in which the PAGA Group Member worked at least one shift for any of the Defendant

28. "Preliminary Approval Date" means the date the Court approves the Settlement Agreement, and the exhibits thereto, and enters the Preliminary Approval Order.

29. "Preliminary Approval Order" means the judicial Order to be entered by the Court, upon the application or motion of the Plaintiffs, preliminarily approving this Settlement and providing for the issuance of the Notice to the Settlement Class, an opportunity to opt out of the Settlement, an opportunity to submit timely objections to the Settlement, and setting a hearing on the fairness of the terms of Settlement, including approval of attorneys' fees and costs. Defendant will not object to Plaintiffs' motion for preliminary approval conditioned it complies with the terms of this Settlement Agreement, but will be provided with an opportunity to review and comment upon the motion at least seven days before it is filed.

30. "QSF" means the Qualified Settlement Fund set up by the Settlement Administrator for the benefit of the Final Settlement Class, and from which the settlement payments shall be made, and which is intended to be a fund that qualifies under Internal Revenue Code Sec. 468.

31. "Released Parties" means *Home Express Delivery Services, LLC dba TEMCO Logistics* and its current and former parents, owners, subsidiaries, divisions, predecessors,

successors, and affiliated or related persons or entities, and each of their respective officers, directors, members, employees, partners, shareholders, attorneys, agents, executors, and assigns.

32. "Release" shall mean the full and final release and discharge of the Settled Class Claims by Plaintiffs and all of the Participating Class Members and the release and discharge of the Settled PAGA Claims by Plaintiffs and all of the PAGA Group Members, in accordance with the terms of this Settlement Agreement. ~~The *res judicata* effect of the Judgment will be the same as that of the Release of the Settled Class Claims and Settled PAGA Claims.~~

33. "Request for Exclusion" means and refers to a valid and timely request for exclusion from the Settlement of the Settled Class Claims, which may be submitted by any Settlement Class Member, other than Plaintiffs, pursuant to Paragraph 67(a) below.

34. "Service Payment" or "Service Award" means the amount approved by the Court to be paid to the Class Representatives in addition to their Individual Settlement Payment as a Participating Class Member.

35. "Settled Class Claims" or "Class Claims" by the Participating Class Members upon Final Approval of the Settlement will include all causes of action and claims, charges, complaints, liens, and demands that were alleged in the Operative Complaint or reasonably could have been alleged at any time, based on the allegations, the facts, statutory citation and/or legal theories contained in the Operative Complaint, including but not limited to all of the following claims for relief: (a) failure to pay for all hours worked, including overtime wages, (b) failure to pay minimum wage, (c) failure to provide compliant meal periods, (d) failure to provide compliant rest breaks, (e) failing to timely pay wages during and upon separation of employment, (f) failing to provide accurate wage statements and maintain accurate payroll records, (g) failing to reimburse for required business expenses, (i) all other claims for statutory penalties based on the facts or claims alleged in the Operative Complaint. These claims include, but are not limited to the California Labor Code sections 200, 201, 202, 203, 204, 204b, 210, 218, 226, 226.2 (including but not limited to piece-rate violations), 226.3, 226.7, 227.3, 245-248.7, 256, 510, 512, 516, 558, 558.1, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, and 2804, and all related provisions of the California Code of Regulations, the California

Industrial Wage Orders, the California Business & Professions Code sections 17200 *et seq*. The release of the foregoing claims, extends to all theories of relief regardless of whether the claim is, was or could have been alleged as separate claims, causes of action, lawsuits or based on other theories of relief, or different right or duty of an alleged statute, whether under federal law, state law or common law (including, without limitation, as violations of the California Labor Code, the Wage Orders, applicable regulations, and California's Business and Professions Code section 17200). "Settled Class Claims" includes all types of relief available for the above-referenced claims, including, without limitation, any claims for damages, restitution, losses, penalties, fines, liens, attorneys' fees, costs, expenses, debts, interest, injunctive relief, declaratory relief, or liquidated damages. The time period governing the Settled Class Claims shall be the same as the Class Period. The Settled Class Claims shall be effective upon the entry of the Final Approval Order and funding of the Gross Settlement Amount.

36. "Settled PAGA Claims" means any and all claims for civil penalties under the Private Attorneys General Act, Labor Code § 2698 *et seq.,* that Plaintiffs alleged against the Released Parties, on behalf of PAGA Group Members and State of California, ~~based on the facts~~ stated in the Operative Complaint and in Plaintiffs' notice letters to the LWDA (including any amendments thereto), ~~or reasonably could have been alleged based on the allegations, the facts, statutory citation and/or legal theories under the PAGA contained in the Operative Complaint,~~ including all of the following claims for relief: (a) failure to pay for all hours worked, including overtime wages, (b) failure to pay minimum wage, (c) failure to provide compliant meal periods, (d) failure to provide compliant rest breaks, (e) failing to timely pay wages during and upon separation of employment, (f) failing to provide accurate wage statements and maintain accurate payroll records, (g) failing to reimburse for required business expenses, and (i) all other claims for statutory penalties based on the facts or claims alleged in the Operative Complaint. These claims include, but are not limited to, California Labor Code sections 200, 201, 202, 203, 204, 204b, 210, 218, 226, 226.2 226.3, 226.7, 227.3, 245-248.7, 256, 510, 512, 516, 558, 558.1, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, and 2804, and the California Industrial Wage Orders. The time period governing the Settled PAGA Claims shall be any time

during the PAGA Period. The Settled PAGA Claims do not release any potential claims for wages or statutory penalties.

37. "Settlement Administrator" means and refers to Apex Class Action LLC the third-party class action settlement administrator based on a low bid that was mutually agreed to by the Parties, that will provide the Notice Packet to the Settlement Class Members and distribute the settlement amounts as described in this Agreement.

38. "Settlement Administration Costs" means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, tax reporting, and deposit of the employee and employer share of payroll taxes, unclaimed property due diligence, reporting and remittance obligations, distributing the Gross Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The Settlement Administration Costs shall be paid from the Gross Settlement Amount, including, if necessary, any such costs in excess of the amount represented by the Settlement Administrator as being the maximum costs necessary to administer the Settlement.

39. "Settlement Class" consists of all persons who are or previously were employed by Defendant in California, and classified as non-exempt employees at any time during the Class Period.

40. "Settlement Class Member" or "Class Member(s)" refers to individual members of the Settlement Class.

41. "Weeks Worked" or "Eligible Weeks," means all weeks during the Class Period in which the Settlement Class Member worked at least one shift for any of the Defendant.

B. General Terms and Recitals

42. This Settlement resolves all claims brought in the following concurrently pending actions: the Guzman Action; the Raglin PAGA Action; the Raglin Class Action; the Aguayo Action; the Robinson Action; the Gomez Action; and the Najera Action. In preparation for Court approval of the settlement, the Plaintiffs agree to file a Second Amended Complaint in the Guzman Action, consolidating all claims and parties in a single action as described in Section C.

43. Defendant denies Plaintiffs' claims and allegations and contends that the Action is not suitable for class or conditional certification or manageable as a class or representative action.

44. The Class Representatives believe they can proceed with their representative and class claims, that the Action is meritorious, and that class and conditional certification are appropriate.

45. The Parties have conducted a thorough investigation into the facts of this Action. In preparation for mediation, the Parties exchanged discovery informally, including Defendant's written policies and practices and the production of payroll and timekeeping records for approximately 20% of all Settlement Class Members. Class Counsel represents, and Defendant understands, that each has diligently pursued an investigation of the proposed Settlement Class Members' and PAGA Group Members' claims against Defendant and are knowledgeable about the claims and damages, and have done extensive research with respect to the applicable law and potential defenses to the claims. Based on the foregoing data and on their own independent investigation and evaluation, Class Counsel is of the opinion that the settlement with Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Settlement Class Members and PAGA Group Members/LWDA in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation, various defenses asserted by Defendant, and numerous potential appellate issues.

46. On October 24, 2025, Plaintiffs and Defendant participated in mediation before Steven G. Mehta, a highly experienced and respected class action mediator in California. At the conclusion of mediation, Mr. Mehta issued a mediator's proposal that was eventually accepted by all Parties.

47. The Parties agree that neither the Parties' Settlement, this Agreement, nor the acts to be performed or judgments to be entered pursuant to the terms of the Settlement and Agreement, shall be construed as an admission by Defendant of any wrongdoing or violation of any statute or law or liability on the claims or allegations in this Action.

48. Stipulation for Class and Conditional Certification and Representative Treatment. For settlement purposes only, Defendant stipulates to class and conditional certification of the Settlement Class and that the PAGA Group Members are appropriate for representative treatment. However, should the settlement of the Action not be approved, for any reason, any stipulated agreement for conditional certification is void and withdrawn.

C. Amended Complaint and Dismissal of PAGA Action

49. Second Amended Class & Representative Action Complaint. Before the filing of Plaintiffs' Motion for Preliminary Approval, Plaintiffs will file a Second Amended Class & Representative Action Complaint to:

a. Consolidate the Guzman Action; the Raglin PAGA Action; the Raglin Class Action; the Aguayo Action; the Robinson Action; the Gomez Action; and the Najera Action and therein collectively allege the Settled Class Claims and Settled PAGA Claims, thereby leaving only the Second Amended Class & Representative Action Complaint pending in Los Angeles County Superior Court;

b. The Second Amended Complaint shall be drafted by Plaintiffs, and Defendant shall have the opportunity to review prior to it being filed; and

50. The Parties currently intend the Second Amended Class & Representative Action Complaint described above to be the "Operative Complaint."

51. Dismissal of Raglin Class Action, Raglin PAGA Action, Aguayo Action, Robinson Action, and Najera Action. Within five (5) business days of filing the Second Amended Class & Representative Action Complaint described above, Plaintiffs shall file a Request for Dismissal Without Prejudice of the Raglin PAGA Action; the Raglin Class Action; the Aguayo Action; the Robinson Action; and the Najera Action. Plaintiffs shall further take any action that may be required to achieve the dismissal without prejudice. The Parties acknowledge their intent that the claims currently pled in the Raglin PAGA Action; the Raglin Class Action; the Aguayo Action; the Robinson Action; and the Najera Action will be dismissed and re-alleged in the Class Action for purposes of securing the Court's approval of the Settlement.

D. Terms of Settlement

52. The financial terms of the Settlement are as follows:

(a) Gross Settlement Amount: The Parties agree to settle this Action for One Million Five Hundred Thousand Dollars and No Cents ($1,500,000.00) (the "Gross Settlement Amount"). The Gross Settlement Amount is the maximum amount that will be paid by Defendant (except for the employer's share of payroll taxes and withholdings), and includes Individual Settlement Payments, Attorneys' Fees and Costs Award, the Service Payments to the Class Representatives, all Settlement Administration Costs, and PAGA Penalties paid to the Aggrieved Employees and to the LWDA. Defendant will pay the entire amount of the Gross Settlement Amount, and shall pay the employers' share of applicable payroll tax obligations, which shall be reported through the Settlement Administrator.

(b) Escalator Clause: This Settlement is based on Defendant's representation that the workweeks of the Settlement Class during the Class Period, are approximately 125,570. If the actual number of workweeks during this timeframe exceeds 125,570 by more than 5% (i.e., more than 131,849), the amount of the Gross Settlement Amount will be increased proportionally by the workweeks worked in excess of 131,849 multiplied by the workweek value. Defendant shall have the option to roll back the class period in the event the workweeks worked are in excess of 131,849.

(c) Net Settlement Amount: The "Net Settlement Amount" is defined as the Gross Settlement Amount less the Attorneys' Fees and Costs Award, as approved and awarded by the Court, the Service Payments to the Class Representatives, as approved and awarded by the Court, the Settlement Administration Costs, as approved and awarded by the Court, and PAGA Penalties paid to the Aggrieved Employees and to the LWDA. If the Court reduces the Attorneys' Fees and Costs Award, Service Awards, or Settlement Administrator Costs, or either increases or decreases the amount allocated to the PAGA Penalties, the Net Settlement Amount shall be increased or decreased accordingly, and the increase or decrease shall not impact the validity and enforceability of the Settlement.

(d) Individual Settlement Payments for the Settlement Class: Individual Settlement Payments will be calculated and apportioned from the Net Settlement Amount based

on the number of Eligible Weeks a Participating Class Member worked during the Class Period. Specific Calculations of Individual Settlement Payments will be made as follows:

- Defendant will calculate the total number of Weeks Worked by each Participating Class Member during the Class Period and the aggregate total number of Weeks Worked by all Participating Class Members during the Class Period.
- To determine each Settlement Class Member's estimated Individual Settlement Payment, the Settlement Administrator will use the following formula: The Net Settlement Amount will be divided by the aggregate total number of Weeks Worked, resulting in the "Week Value." Each Participating Class Member's Individual Settlement Payment will be calculated by multiplying his or her total number of Weeks Worked during the Class Period by the Week Value.
- Individual Settlement Payments will be reduced by any required deductions for each Participating Class Member as specifically set forth herein, including employee-side tax withholdings and deductions.
- For any Participating Class Member whose Individual Settlement Payment is uncashed or cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Participating Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd (b).

(e) Allocation of Individual Settlement Payments: The Individual Settlement Payments will be allocated based on the allegations in the Action as follows: 20% will be allocated as wages subject to withholding of all applicable local, state and federal taxes; 80% to interest and statutory penalties (pursuant to, e.g., California Labor Code sections 203, 210, 226, 2699) 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 penalties and interest allocations.

(f) Service Payments to Class Representatives: Defendant agrees not to oppose Service Payments up to the following amounts: $7,500.00 to Plaintiff Guzman, $7,500.00 to Plaintiff Raglin, $7,500 to Plaintiff Aguayo, $7,500.00 to Plaintiff Robinson, $7,5,00.00 to Plaintiff Gomez, and $7,500.00 to Plaintiff Najera, to be paid out of the Gross Settlement Amount. The Class Representatives will be issued IRS Form 1099 in connection with this payment and shall be solely and legally responsible to pay any and all applicable taxes on this payment. Should the Court approve a lesser amount for the Service Payments, the difference shall be added to the Net Settlement Amount to be distributed to the Participating Class Members.

(g) Attorneys' Fees and Costs Award: Defendant agrees to not oppose a request by Class Counsel to the Court for an award of attorneys' fees of not more than ~~thirty-five percent~~one-third (1/3~~35%~~) of the Gross Settlement Amount which, unless increased pursuant to paragraph 52(b) of this Agreement, subject to Court approval, plus reasonable litigation costs not to exceed $60,000, which shall be allocated according to proof and subject to Court approval ("Attorneys' Fees and Costs Award"). Defendant agrees not to oppose any application by Class Counsel for fees up to one-third~~35%~~ of the Gross Settlement Amount. The Attorneys' Fees and Costs Award shall be paid from the Gross Settlement Amount, and except for this award, Defendant shall have no further obligation to pay any attorneys' fees, costs or expenses to Class Counsel, unless Defendant materially breach this Agreement, including any term regarding funding, and further efforts are necessary from Class Counsel to remedy said breach, including, without limitation, moving the Court to enforce the Agreement. The Settlement Administrator shall issue to Class Counsel an IRS Form 1099 reflecting the amount of attorneys' fees and costs awarded by the Court.

(h) Settlement Administration Costs: The fees and other charges of the Settlement Administrator will be paid from the Gross Settlement Amount, not to exceed $30,000 unless approved by all Parties and the Court.

(i) PAGA Penalties: The Parties agree that $50,000 is allocated to PAGA Penalties and is to be paid from the Gross Settlement Amount, subject to Court approval. Of this amount, $37,500 (75%) shall be paid to the LWDA in satisfaction of civil penalties under the Private Attorney General Act of 2004 ("PAGA") and $12,500 (25%) will be paid to the Aggrieved Employees based on the number of Pay Periods Worked during the PAGA Period, which will be treated entirely as civil penalties and shall be reported as required on an IRS Form 1099. Class Counsel shall give proper notice to the LWDA of the Settlement.

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

53. "Non-Reversionary" Settlement. This is a "non-reversionary" settlement. Under no circumstances will any portion of the Gross Settlement Amount revert to Defendant. Participating Class Members will not have to make a claim in order to receive an Individual Settlement Payment, and PAGA Group Members will not have to make a claim in order to receive their share of PAGA Penalties. Distributions, in the form of Individual Settlement Payments, will be made directly to each Participating Class Member and PAGA Group Member. The Settlement Administrator shall be responsible for accurately and timely reporting and remittance obligations with respect to unclaimed funds as a result of a Participating Class Member or PAGA Group Member not cashing an Individual Settlement Payment by the check cashing deadline, as set forth herein, and in paragraph 71 of this Agreement.

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

E. Release by Participating Class Members and PAGA Group Members

55. Settled Class Claims. Upon entry of the Final Approval Order and funding of the Gross Settlement Amount, as well as employer side taxes, the Participating Class Members will forever completely release and discharge the Released Parties from the Settled Class Claims for the Class Period.

56. Settled PAGA Claims. Upon entry of the Final Approval Order and funding of the Gross Settlement Amount, as well as employer side taxes, Plaintiffs, the Labor Commissioner/LWDA on behalf of the State of California, and all PAGA Group Members will forever completely release and discharge the Released Parties from the Settled PAGA Claims through the PAGA Period.

F. Release by Plaintiffs/Class Representatives

57. As a material inducement to Defendant to enter into this Settlement Agreement, Class Representatives do hereby, for themselves and for their respective spouses, heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, personal representatives, and assigns forever and completely release and discharge the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including back wages, statutory penalties, civil penalties, liquidated damages, exemplary damages, interest, attorneys' fees, and costs) of any nature whatsoever, from the beginning of time through the execution of this Agreement, whether known or unknown, suspected or unsuspected, including but not limited to all claims arising out of, based upon, or relating to Class Representatives' employment with Defendant or the remuneration for or termination of such employment (collectively, the "Class Representatives' Claims").

58. Without limiting the generality of the foregoing, this general release by Class Representatives includes all claims or rights arising out of alleged violations of any contracts, express or implied (including but not limited to any contract of employment); any contract or covenant of good faith or fair dealing (express or implied); any tort, including negligence, fraud, misrepresentation under California Labor Code 970, negligent infliction of emotional distress, intentional infliction of emotional distress, and defamation; any "retaliation" claims; any claims relating to any breach of public policy; and all federal, state, local and other governmental statutory claims, regulations, and ordinances, and federal and state common law claims (including but not limited to those for contract, tort and equity), including without limitation the California Constitution, the California Unfair Competition Act (California Business and

Professions Code section 17200 et seq.), Title VII of the Civil Rights Act of 1964 (race, color, religion, sex, and national origin discrimination or harassment, including retaliation for reporting discrimination or harassment), sections 503 and 504 of the Rehabilitation Act of 1973 (disability discrimination), the Equal Pay Act, 29 U.S.C. § 209(4)(1) (equal pay), the Americans with Disabilities Act, 42 U.S.C. § 12100 *et seq.* (disability discrimination), the Family and Medical Leave Act, 29 U.S.C. § 2601 *et seq.* (family/medical leave), the California Fair Employment and Housing Act, Cal. Gov't Code § 12900, *et seq.* (discrimination or harassment in employment and/or housing, including discrimination or harassment based on race, religious creed, color, national origin, ancestry, physical or mental disability, marital status, sex (including pregnancy), sexual orientation, genetic, or age, including retaliation for reporting discrimination or harassment), the California Family Rights Act, Cal. Gov't Code § 12945.1, *et seq.* (family/medical leave), the California Labor Code or any Industrial Welfare Commission Wage Order, Executive Order 11246 (race, color, religion, sex, and national origin discrimination or harassment), Executive Order 11141 (age discrimination), and the Employee Retirement Income Security Act, 29 U.S.C. § 1000, *et seq.* (employee benefits).

59. Class Representatives expressly waive and relinquish all rights and benefits afforded by Section 1542 of the Civil Code of the State of California and do so understanding and acknowledging the significance of the waiver of Section 1542. Section 1542 of the Civil Code of the State of California states:

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

Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of all parties, Class Representatives expressly acknowledge that this Settlement Agreement is intended to include in its effect, without limitation, all claims whether known or unknown, suspected or unsuspected, contingent or non-contingent, that now exist, upon any theory of law or equity, including without limitation,

conduct which is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts, in favor of the Class Representatives against the Released Parties, or any of them, for the time period from the beginning of time to the execution of this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment of any such Class Representatives' claims. Notwithstanding the above, the general release by Class Representatives shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

F. Interim Stay of Proceedings

60. Pending completion of all of the prerequisites necessary to effectuate this Settlement, the Parties agree, subject to Court approval, to a stay of all proceedings in the Action except such as are necessary to effectuate the Settlement.

G. Notice Process

61. Appointment of Settlement Administrator. The Parties have agreed to the appointment of the Settlement Administrator to perform the duties of a settlement administrator, including mailing the Notice, using standard devices to obtain forwarding addresses, independently reviewing and verifying documentation associated with any claims or opt-out requests, resolving any disputes regarding the calculation or application of the formula for determining the Individual Settlement Payments, drafting and mailing the settlement checks to Participating Class Members, and PAGA Group Members, issuing W-2 and 1099 Tax Forms, unclaimed funds due diligence, reporting and remittance obligations, and performing such other tasks as set forth herein or as the Parties mutually agree or that the Court orders. The Settlement Administrator (along with any of its agents) shall represent and warrant that it will: (a) provide reasonable and appropriate administrative, physical and technical safeguards for any personally identifiable information ("PII"), which it receives from Defendant; (b) not disclose the PII to Class Counsel, Plaintiffs, any party or third parties, including agents or subcontractors, without Defendant's consent; (c) not disclose or otherwise use the PII other than to carry out its duties as set forth herein; (d) promptly provide Defendant with notice if PII is subject to unauthorized

access, use, disclosure, modification, or destruction; and (e) continue to protect the PII upon termination of its services.

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

63. Class Data. Within twenty-one (21) calendar days from the date the Court enters the order granting preliminary approval of this Settlement Defendant shall provide the Class Data to the Settlement Administrator via secured file transfer. The Settlement Administrator will run a check of the Settlement Class Members' addresses against those on file with the U.S. Postal Service's National Change of Address List. The Class Data provided to the Settlement Administrator will remain confidential, shall be used solely to administer the Settlement, and it will not be used or disclosed to anyone (including Class Counsel), except as required by applicable tax authorities, pursuant to Defendant's express written consent, or by order of the Court. Although Class Counsel will not be provided with the list of Class Data, nothing herein shall prevent Class Counsel from communicating with Settlement Class Members regarding the Action and Settlement.

64. Notice. The Notice, as approved by the Court, shall be sent by the Settlement Administrator to the Settlement Class Members, by first class mail, in English and Spanish, within fourteen (14) calendar days following the Settlement Administrator's receipt of the Class

Data. The Settlement Administrator shall use standard devices, including a skip trace, to obtain forwarding addresses of Settlement Class Members if any envelopes are returned.

65. Returned Notices. The Settlement Administrator will take steps to ensure that the Notice is received by all Settlement Class Members, including utilization of the National Change of Address Database maintained by the United States Postal Service to review the accuracy of and, if possible, update a mailing address. Notices will be re-mailed to any Settlement Class Member for whom an updated address is located within ten (10) calendar days following both the Settlement Administrator learning of the failed mailing and its receipt of the updated address. No Notices will be re-mailed after the Notice Response Date. The Notice shall be identical to the original Notice, except that it shall notify the Settlement Class Member that the exclusion (opt-out) request or objection must be returned by the later of the Notice Response Deadline or fifteen (15) days after the remailing of the Notice.

66. Disputes Regarding Information on Notices. Settlement Class Members are deemed to participate in the Settlement, unless they opt-out, and PAGA Group Members may not opt out of the Settled PAGA Claims. The Notice will inform Settlement Class Members and PAGA Group Members of his/her estimated Individual Settlement Payment and the number of Weeks Worked during the Class Period and the number of Pay Periods Worked during the PAGA Period. Settlement Class Members may dispute their Weeks Worked and PAGA Group Members may dispute their Pay Periods Worked if they feel they should be credited with more Eligible Weeks or Eligible Pay Periods than the Class Data shows by submitting evidence to the Settlement Administrator prior to the Notice Response Deadline. The Class Data will be presumed determinative absent reliable evidence to rebut it, but the Settlement Administrator will evaluate the evidence submitted by the Settlement Class Member or PAGA Group Member and provide the evidence submitted to Class Counsel and Defense Counsel who agree to meet and confer in good faith about the evidence to determine the Settlement Class Member's actual number of Weeks Worked, Pay Periods Worked, and estimated Individual Settlement Payment. If Class Counsel and Defense Counsel are unable to agree, they agree to submit the dispute to the Settlement Administrator to render a final decision. Settlement Class Members and PAGA

Group Members will have until the Notice Response Deadline to dispute Weeks Worked or Pay Periods Worked, object, or opt out, unless extended by the Court. In the event that the Settlement Administrator increases the number of Weeks Worked or Pay Periods Worked for any Settlement Class Member or PAGA Group Member, then the Settlement Administrator will recalculate the Participating Class Members' or PAGA Group Members' Individual Settlement Payments; accordingly, in no event (other than the circumstances outlined in paragraph 52(b)) will Defendant be required to increase the Gross Settlement Amount.

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

(a) Requests for Exclusion from Participating in the Settlement Class. Any Settlement Class Member, other than Plaintiffs, may request to be excluded from the Settlement Class by submitting a "Request for Exclusion" form (attached hereto as Exhibit B) to the Settlement Administrator, postmarked on or before the Notice Response Deadline. ~~The Request for Exclusion should state:~~

~~"I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE TEMCO LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THE CLASS CLAIMS IN THIS LAWSUIT."~~

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To be valid, any Request for Exclusion must include the full name, address, telephone number, last four digits of the social security number or date of birth, a clear statement that the Settlement Class Member wishes to be excluded from the class action settlement, and signature of the Settlement Class Member requesting exclusion. The Request for Exclusion must be returned by mail to the Settlement Administrator at the specified address. Any such Request must be made in accordance with the terms set forth in the Notice. A Request for Exclusion will

be timely only if postmarked by the Notice Response Deadline, unless the Parties otherwise agree in writing. Any Settlement Class Member who timely requests exclusion in compliance with these requirements: (i) will not have any rights under this Agreement with respect to the Settled Class Claims, including the right to object, appeal, or comment on the Settlement; (ii) will not be entitled to receive any payments under this Agreement for the Settled Class Claims; and (iii) will not be bound by this Agreement, or the Judgment, with respect to the Settled Class Claims. Any PAGA Group Member who requests timely exclusion will still be subject to the Settled PAGA Claims to the fullest extent permitted by law and shall be sent his or her share of PAGA Penalties.

(b) Right to Revoke. Defendant shall retain the right, in the exercise of its sole discretion, to nullify the Settlement within seven (7) calendar days after expiration of the Notice Response Deadline if five percent (5%) or more of the Settlement Class opts out of the Settlement. If Defendant nullify the Settlement, it will pay Settlement Administration Costs incurred up until the time of revocation.

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

(d) Objections to Settlement of the Settled Class Claims. Any Settlement Class Member, other than Plaintiffs, may object to the terms of this Agreement, except as to the Settled PAGA Claims. To object, a Settlement Class Member shall inform the Settlement Administrator, in writing, of his or her objection by submitting an Objection form (attached hereto as **Exhibit C**) which must be postmarked by the Notice Response Deadline at the address set forth in the Notice. Such objection shall include the objecting Settlement Class Member's full name, address, telephone number, and dates of employment with Defendant, the case name

and number, the basis for the objection, including any legal support and each specific reason in support of the objection, as well as any documentation or evidence in support thereof, and, if the Objecting Settlement Class Member is represented by counsel, the name and address of his or her counsel. The Settlement Administrator shall provide objections, if any, to Class Counsel and Defense Counsel within three (3) calendar days of receipt, and the Settlement Administrator shall attach the same to its declaration of due diligence and file with the Court prior to the Final Approval Hearing. Any Participating Class Member who files an objection remains eligible to receive monetary compensation from the Settlement. Plaintiffs and Defendant shall not be responsible for any fees, costs, or expenses incurred by any Class Member and/or his or her counsel related to any objections to the Settlement. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment under Code of Civil Procedure Section 663. To the extent a Participating Class Member submits a Request for Exclusion and objection, the objection shall be disregarded and the Settlement Class Member shall be excluded from the Class. Settlement Class Members and PAGA Group Members may not object to or opt-out of the Settlement with respect to the PAGA Claims.

(e) Failure to Object. Any Settlement Class Member who desires to object to the Settled Class Claims in the Settlement but fails to timely submit a written objection or in person objection at the Final Approval Hearing waives all right to object and will be foreclosed from making any objection to this Settlement. Any Settlement Class Member who does not timely and properly become a party of record by intervening or filing a motion to vacate the judgment waives any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment, motion for new trial, a motion under California Code of Civil Procedure Section 473, and extraordinary writs.

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

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

(h) Defective Submissions. If a Settlement Class Member's Request for Exclusion or objection is defective as to the requirements listed herein (with the exception of the requirement to submit the Request for Exclusion or objection by the Notice Response Deadline), that Settlement Class Member will be given an opportunity to cure the defect(s). So long as defective Request for Exclusion of objection was timely received by the Settlement Administrator, the Settlement Administrator will mail the Settlement Class Member a cure letter within three (3) business days of receiving the defective submission to advise the Settlement Class Member that his or her submission is defective and that the defect must be cured to render the Request for Exclusion or objection valid. The Settlement Class Member will have the later of (i) the Notice Response Deadline or (ii) 15 calendar days from the date of the cure letter to postmark or fax a revised Request for Exclusion or objection. If the revised Request for Exclusion or objection is not postmarked or received by fax within that period, it will be deemed untimely.

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

69. Funding of the Settlement Amount. Defendant shall make a one-time deposit into the QSF of the Gross Settlement Amount within ten (10) calendar days after the Effective Date. Defendant separately shall pay into the QSF its share of employer payroll taxes as calculated and directed by the Settlement Administrator, which shall be distributed and reported by the Settlement Administrator. Once funded, Defendant will have complied with its obligation set forth in this paragraph, Defendant shall be deemed to have satisfied all of the terms and conditions of this Agreement, shall be entitled to all the protections afforded to it under the

Agreement, and shall have no further obligations under the Agreement. The Settlement Administrator (and not Defendant) shall issue the applicable W-2s and IRS Form 1099 reflecting all payments to the Participating Class Members and PAGA Group Members.

70. Distribution of Funds. No later than ten (10) calendar days after the deposit of the Gross Settlement Amount into the QSF, the Settlement Administrator will mail the Individual Settlement Payments to the Participating Class Members, the payment to Class Counsel for the Attorneys' Fees and Costs Award, any Service Payment to the Class Representatives, the payment to the LWDA for PAGA penalties, and will pay itself the Settlement Administration Costs.

71. Deadline for Cashing Settlement Checks. Participating Class Members and PAGA Group Members shall have 180 calendar days after mailing by the Settlement Administrator to cash their settlement checks. If any Participating Class Member's or PAGA Group Member's check is not cashed within that period, the check will be void and a stop-payment will be issued, and the Settlement Administrator shall issue the unclaimed funds to the California State Controller's Office in the name of the Class Member or PAGA Member, or as otherwise directed by the Court. The release will be binding upon all Participating Class Members and PAGA Group Members who do not cash their checks within the 180-day period. In the event that any settlement check is returned to the Settlement Administrator within 180 days of mailing, the Settlement Administrator will, within five (5) business days of receipt of the returned settlement check, perform a skip trace to locate the individual, and notify Defense Counsel and Class Counsel of the results. If a new address is located by these means, the Administrator will have ten (10) business days to re-issue the check. Neither Defendant, Defense Counsel, Class Counsel, Plaintiffs, nor the Settlement Administrator will have any liability for lost or stolen settlement checks, forged signatures on settlement checks, or unauthorized negotiation of settlement checks. Without limiting the foregoing, in the event a Participating Class Member or PAGA Group Member notifies the Settlement Administrator that he or she believes that a settlement check has been lost or stolen, the Settlement Administrator shall immediately stop payment on such check. If the check in question has not been negotiated

prior to the stop payment order, the Settlement Administrator will issue a replacement check.

72. No person shall have any claim against Defendant (or its designees), Defendant's Counsel, Plaintiffs, Class Counsel, or the Settlement Administrator based on mailings, distributions, payments or reports made in accordance with or pursuant to this Agreement or based on any and all acts of the Settlement Administrator. This provision does not, however, prevent a Party from seeking enforcement of this Agreement.

I. Duties of the Parties Prior to the Court's Approval

73. Second Amended Class & Representative Action Complaint. As stated in Section C, prior to the Plaintiffs' filing of their Motion for Preliminary Approval, Plaintiffs will file a Second Amended Class & Representative Action Complaint as described herein, which is referred to as the "Operative Complaint."

74. Plaintiffs will thereafter move the Court for Preliminary Approval of this Settlement and entry of the Preliminary Approval Order accomplishing the following:

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

(b) Approving as to form and content the proposed Notice (attached hereto as Exhibit A);

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

(d) Preliminarily approving this Settlement; and

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

75. 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, in order to try to achieve Final Approval of the Agreement upon any subsequent Court hearings.

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

76. 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; and

(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 Representatives, and the payment to the Settlement Administrator for costs of administering the settlement; and and

(c)(c) Entering judgment approving the Settlement pursuant to the terms of this Settlement Agreement. Entering judgment approving settlement, thereby permanently barring all Participating Class Members from prosecuting any Settled Class Claims against any of the Released Parties and permanently barring all PAGA Group Members and the LWDA from prosecuting any Settled PAGA Claims against any of the Released Parties.

77. Final Judgment. The Settlement Administrator shall also be responsible for posting the Final Judgment to its website. If any amended judgment is required for any reason, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

K. Other Terms

78. 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.

79. 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 Settled Class or PAGA Claim.

80. 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.

81. No Publicity. Communications regarding this Settlement prior to the Preliminary Approval Date shall be limited to Court-Approved Notices in the Action. After the Preliminary

Approval Date, Class Counsel and Class Representatives agree that they will not publicize this Settlement on their website, social media, blogs, micro-blog, vlogs or any other media, including, reporting to Jury Verdicts or any other reporting services and agree that any breach of this paragraph is a material breach of the Settlement Agreement. Nothing herein shall be construed to prevent Class Counsel from the public filing of motions or other case materials in the Action related to seeking and obtaining Court approval of this Settlement and the related awards of attorneys' fees and costs, or to communications with Settlement Class Members or their representatives about this Settlement, including through the posting of Court-filed documents on Class Counsel's websites for access solely by the Settlement Class Members, or to prevent the Parties or their representatives from communicating with financial or legal advisors regarding the Settlement. In response to any media inquiry, Class Counsel may state only that the Action has been settled on terms mutually agreeable to the Parties.

82. 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 such documents and to take such other action as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties to this Settlement Agreement shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement and the terms set forth herein. As soon as practicable after execution of this Settlement Agreement, Class Counsel shall, with the assistance and cooperation of Defendant and Defense Counsel, take all necessary steps to secure the Court's preliminary and final approval of the Settlement, and the final entry of judgment. Class Counsel shall provide Defense Counsel with copies of the Preliminary Approval Motion and Final Approval Motion for review at least seven days prior to the filing deadline.

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

84. No Admission. Defendant denies any and all liability to Plaintiffs and/or any Settlement Class Member in this Action, as to any and all causes of action that were asserted or that might have been asserted in this Action. Nothing in this Settlement Agreement is intended or shall be construed as an admission of liability, fault or wrongdoing by Defendant. Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement Agreement. Nonetheless, Defendant wishes to settle and compromise the matters at issue in the Action to avoid further substantial expense and the inconvenience and distraction of protracted and burdensome litigation. Defendant has also taken into account the uncertainty and risks inherent in litigation, and without conceding any infirmity in the defenses that they have asserted or could assert against Plaintiffs, have determined that it is desirable and beneficial that Plaintiffs' claims be settled in the manner and upon the terms and conditions set forth in this Agreement.

85. Inadmissibility of Agreement. Whether or not the Court issues the Final Approval Order, nothing contained herein, nor the consummation of this Settlement Agreement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant or any of the other Released Parties. Each of the Parties hereto has entered into this Settlement Agreement with the intention of avoiding further disputes and litigation with the attendant inconvenience and expenses. This Settlement Agreement is a settlement document, and it, along with all related documents such as the notices, and motions for preliminary and final 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 and corresponding judgment. 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.

86. 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 PAGA Group Members:
Paul K. Haines, Esq.
Sean M. Blakely, Esq.
Haines Law Group, APC
2155 Campus Drive, Suite 180
phaines@haineslawgroup.com
Sblakely@haineslawgroup.com
Phone: (424) 292-2350
Fax: (424) 292-2355

To Defendant:
Kamran Mirrafati (SBN 233827)
kmirrafati@seyfarth.com
Laura E. Heyne (SBN 279478)
lheyne@seyfarth.com
SEYFARTH SHAW LLP
2029 Century Park East, Suite 3500
Los Angeles, California 90067
Telephone: (310) 277-7200
Facsimile: (310) 201-5219

87. 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 his or its counsel participated in the drafting of this Settlement Agreement. Plaintiffs 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.

88. Captions and Interpretations. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is contractual and not merely a recital other than paragraphs 42-48.

89. Modification. This Settlement Agreement may not be changed, altered, or

modified, except in writing and signed by the Parties hereto, and approved by the Court. This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by all of the Parties hereto.

90. Dispute Resolution. Prior to instituting legal action to enforce the provisions of this Agreement or to declare rights and/or obligations under this Agreement, a Party shall provide written notice to the other Party and allow an opportunity to cure the alleged deficiencies, and Plaintiffs and Defendant agree to seek the help of the mediator identified in this Agreement, or another mediator mutually agreed upon if he is not available, to resolve any dispute they are unable to resolve informally. During this period, the Parties shall bear their own attorneys' fees and costs. This provision shall not apply to any legal action or other proceeding instituted by any person or entity other than Plaintiffs or Defendant.

91. Court Retains Jurisdiction. To the extent consistent with class action procedure, this Settlement Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6. The Court shall retain continuing jurisdiction over this Lawsuit and over all Parties and Settlement Class Members, to the fullest extent to enforce and effectuate the terms and intent of this Settlement Agreement, and to adjudicate any claimed breaches of this Settlement Agreement. In the event that one more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this settlement or to declare rights and/or obligations under this settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

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

93. Choice of Law. This Settlement Agreement shall be governed by and construed, enforced and administered in accordance with the laws of the State of California.

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

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

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

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

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

98. Counterparts. This Settlement Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one fully signed Settlement Agreement, which shall be binding upon and effective as to all Parties.

Dated: _____, 2026 **PLAINTIFF AND CLASS REPRESENTATIVE:**

_____
Juan Guzman

Dated: _____, 2026 **PLAINTIFF AND CLASS REPRESENTATIVE:**

_____
Vincent Raglin

Dated: _____, 2026 **PLAINTIFF AND CLASS REPRESENTATIVE:**

_____
Marco Aguayo

Dated: _____, 2026 **PLAINTIFF AND CLASS REPRESENTATIVE:**

_____
Jorge Najera

Dated: _____, 2026 **PLAINTIFF AND CLASS REPRESENTATIVE:**

_____
John Gomez

Dated: _____, 2026 **PLAINTIFF AND CLASS REPRESENTATIVE:**

_____
Andrew William Robinson

Dated: _____, 2026 **CLASS COUNSEL:**
HAINES LAW GROUP APC

_____
Paul Haines
Attorneys for Plaintiff Guzman

Dated: _____, 2026 **CLASS COUNSEL:**
BIBIYAN LAW GROUP PC

_____
David Bibiyan
Attorneys for Plaintiffs Raglin and Robinson

Dated: _____, 2026 **CLASS COUNSEL:**
MELMED LAW GROUP PC

_____
Jonathan Melmed

Attorneys for Plaintiff Aguayo

Dated: _____, 2026

CLASS COUNSEL:
FERRARO VEGA EMPLOYMENT LAWYERS, INC.

_____
Nicholas Ferraro
Attorneys for Plaintiff Najera

Dated: _____, 2026

DEFENDANT:
HOME EXPRESS DELIVERY SERVICES, LLC DBA TEMCO LOGISTICS
.

_____

By: _____

Title: _____

Dated: _____, 2026

DEFENDANT'S COUNSEL:
SEYFARTH SHAW LLP

_____
Kamran Mirrafati
Attorneys for Defendant

- END OF DOCUMENT -

EXHIBIT C

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

JUAN GUZMAN, as an individual and on behalf of all others similarly situated, Plaintiff, vs. HOME EXPRESS DELIVERY SERVICE, LLC, DBA TEMCO LOGISTICS, a Georgia corporation; and DOES 1 through 100, Defendants.	Case No. 24STCV08956 **NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT**

To: All persons who are or previously were employed by Defendant Home Express Delivery Service LLC dba Temco Logistics in California, and classified as non-exempt employees from June 10, 2023 through December 24, 2025. Collectively, these employees will be referred to as "Settlement Class members."

PLEASE READ THIS NOTICE CAREFULLY
THIS NOTICE IS BEING SENT IN ENGLISH AND SPANISH
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT

Why should you read this notice?

The Los Angeles County Superior Court has granted preliminary approval of a proposed class action settlement (the "Settlement") in the case of *Juan Guzman, et al. v. Home Express Delivery Service LLC dba Temco Logistics,* Los Angeles Superior Court Case No. 24STCV08956 (the "Action"). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

You may be entitled to money from this Settlement. Defendant Home Express Delivery Service, LLC, dba Temco Logistics' ("Home Express") records show that you were employed by Home Express in California and classified as a non-exempt employee between June 10, 2023 and December 24, 2025 (the "Class Period"). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this notice is to provide you with a brief description of the Action, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment.

What is this case about?

Plaintiffs Juan Guzman, Vincent Raglin, Marco Aguayo, Andrew William Robinson, John Gomez, and Jorge Najera ("Plaintiffs") brought this Action against Home Express, seeking to assert claims on behalf of a class of current and former non-exempt employees who worked for Home Express in California at any time during the Class Period. Plaintiffs are known as the "Class Representatives," and their attorneys, who also represent the interests of all Settlement Class members, are known as "Class Counsel."

Plaintiffs allege that Home Express failed to provide Settlement Class members with all required meal and rest periods and that it failed to pay for all hours worked, including all minimum and overtime wages owed. The Action also alleges that as a result of these alleged violations, Home Express failed to provide Settlement

Class members with accurate and complete wage statements and failed to timely pay all final wages at the time of separation of employment. Plaintiffs also allege that Home Express failed to reimburse for required business expenses, among other things. As a result of the foregoing alleged violations, Plaintiffs allege that Home Express engaged in unfair business practices and is liable for civil penalties under the Private Attorneys General Act ("PAGA").

Home Express denies that it has engaged in any wrongful conduct. Home Express denies that it owes Settlement Class members any wages, restitution, penalties, or other damages. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Home Express, which expressly denies all liability. Nothing in this Settlement shall be construed to create any right to reinstatement, reemployment, or continued employment with Home Express. This Settlement does not alter any Settlement Class member's at-will employment status (if applicable), and shall not be interpreted as affecting any employment relationship, past, present, or future, between any Settlement Class member and Home Express.

The Court has not ruled on the merits of Plaintiffs' claims. However, to avoid additional expense, inconvenience, and interference with its business operations, Home Express has concluded that it is in its best interests and the interests of Settlement Class members to settle the Action on the terms summarized in this Notice. After Home Express provided relevant information to Class Counsel, the Settlement was reached after mediation and arm's-length negotiations between the parties.

The Class Representatives and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Home Express, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with litigation.

Who are the Attorneys?

Attorneys for the Plaintiffs/Settlement Class members:	Attorneys for Defendant Home Express:
HAINES LAW GROUP, APC Paul K. Haines phaines@haineslawgroup.com Sean M. Blakely sblakely@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 haineslawgroup.com **BIBIYAN LAW GROUP, PC** David D. Bibiyan, Esq. David@tomorrowlaw.com Vedang J. Patel, Esq. vedang@tomorrowlaw.com Rafael Yedoyan, Esq. rafael@tomorrowlaw.com Bibiyan Law Group, P.C. 1460 Westwood Boulevard Los Angeles, CA 90024 Tel: (310) 435-5555 Fax: (310) 300-1705 tomorrowlaw.com **MELMED LAW GROUP P.C.** Jonathan Melmed jm@melmedlaw.com	**SEYFARTH SHAW LLP** Kamran Mirrafati kmirrafati@seyfarth.com Laura E. Heyne lheyne@seyfarth.com Reiko Furuta rfuruta@seyfarth.com Hanna L. Jolkovsky hjolkovsky@seyfarth.com 2029 Century Park East, Suite 3500 Los Angeles, California 90067-3021 Tel: (310) 277-7200 Fax: (310) 201-5219

Laura Supanich lms@melmedlaw.com 1801 Century Park East, Suite 850 Los Angeles, California 90067 Tel: (310) 824-3828 Fax: (310) 862-685 melmedlaw.com **FERRARO VEGA EMPLOYMENT LAWYERS** Nicholas J Ferraro nick@ferrarovega.com Lauren N Vega lauren@ferrarovega.com 3333 Camino del Rio South Suite 300 San Diego California 92108 Tel: (619) 693-7727 Fax: (619) 350-6855 ferrarovega.com	

What are the terms of the Settlement?

On <<PRELIM APPROVAL DATE>>, the Court preliminarily certified a class, for settlement purposes only, of all persons who are or previously employed by Home Express in California, and classified as a non-exempt employee during the Class Period. Settlement Class members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Home Express as described below.

Home Express has agreed to pay $1,500,000.00 (the "Gross Settlement Amount") to fully resolve all claims in the Action, including payments to Settlement Class members, requested attorneys' fees and expenses, settlement administration costs, the amount designated as PAGA civil penalties, and the Class Representatives' Service Payments.

The following deductions from the Gross Settlement Amount will be requested by the parties:

Settlement Administration Costs. The Court has approved Apex Class Action LLC to act as the "Settlement Administrator," who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to $30,000.00 from the Gross Settlement Amount to pay the settlement administration costs.

Attorneys' Fees and Expenses. Class Counsel have been prosecuting the Action on behalf of the Settlement Class members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount paid to Class Counsel as attorneys' fees, which will be paid from the Gross Settlement Amount. Settlement Class members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for fees of up to one-third of the Gross Settlement Amount, which is currently estimated to be $500,000.00, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Action through Settlement finalization. Class Counsel also will ask for reimbursement of up to $60,000.00 for verified costs Class Counsel incurred in connection with the Action. Any attorneys' fees awarded by the Court shall be divided as follows: 50% to Haines Law Group, APC, 20% to Bibiyan Law Group, P.C., 15% to Melmed Law Group P.C., and 15% to Ferraro Vega Employment Lawyers.

Service Payments to Class Representatives. Class Counsel will ask the Court to approve service payments to the Class Representatives in the amount of $7,500.00 each (for a total of $45,000) to compensate them for their service and extra work provided on behalf of the Settlement Class members.

PAGA Payment to State of California. $37,500 will be paid to the California Labor & Workforce Development Agency ("LWDA"), representing 75% of the $50,000 the parties have agreed to allocate to the settlement of Plaintiffs' claim on behalf of the Settlement Class members under the PAGA. The remaining $12,500 will be payable to certain Settlement Class members as described below.

Calculation of Settlement Class Members' Individual Settlement Payments. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount, which will be distributed to all Settlement Class members who do not submit a valid and timely Request for Exclusion (described below). The Net Settlement Amount is estimated at approximately $790,000.00 and will be divided as follows:

(i) The Net Settlement Amount shall be allocated among Settlement Class members (except those who submit a timely and valid Request for Exclusion) based on each participating Settlement Class members proportionate Eligible Weeks worked during the Class Period.

(ii) In addition to the Net Settlement Amount, the $12,500 portion of PAGA Penalties available for Aggrieved Employees will be distributed to all Settlement Class members who were employed by Home Express at any time from June 10, 2023 through December 24, 2025 ("PAGA Period") (including those who submit a valid and timely Request for Exclusion from the class action settlement) based on the proportionate number of pay periods worked during the PAGA Period.

Payments to Settlement Class Members. If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to all Settlement Class members who did not submit a valid and timely Request for Exclusion. Home Express will deposit the Gross Settlement Amount with the Settlement Administrator within ten (10) calendar days of the Effective Date. Settlement checks will be valid for 180 days from the date the Settlement Administrator mails it. Any funds payable to Settlement Class members whose checks were not cashed within 180 days after mailing shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq*., in the name of the Settlement Class member to whom the check was issued, until such time that they claim their property.

Allocation and Taxes. For tax purposes, each Individual Settlement Payment will be treated as follows: Any payment from the Net Settlement Amount shall be allocated as 80% as penalties and interest; and 20% as wages. Any payment to Aggrieved Employees for PAGA Penalties shall be allocated as 100% penalties. The Settlement Administrator will be responsible for issuing to participating Settlement Class members IRS Forms W-2 for amounts deemed "wages" and IRS Forms 1099 for the amounts allocated as penalties and interest. Notwithstanding the treatment of the payments to each Settlement Class member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans.

Release. If the Court approves the Settlement, and upon the complete funding of the Gross Settlement Amount, all Settlement Class members who did not submit a timely and valid Request for Exclusion, will release Home Express, and its current and former parents, owners, subsidiaries, divisions, predecessors, successors, and affiliated or related persons or entities, and each of their respective officers, directors, members, employees, partners, shareholders, attorneys, agents, executors, and assigns ("Released Parties") from all causes of action and claims, charges, complaints, liens, and demands that were alleged in the Operative Complaint or reasonably could have been alleged at any time, based on the allegations, the facts, statutory citation and/or legal theories contained in the Operative Complaint, including but not limited to all of the following claims for relief: (a) failure to pay for all hours worked, including overtime wages, (b) failure to pay minimum wage, (c) failure to provide compliant meal periods, (d) failure to provide compliant rest breaks, (e) failing to timely pay wages during and upon separation of employment, (f) failing to provide accurate wage statements and maintain accurate payroll records, (g) failing to reimburse for required business expenses, (i) all other claims for statutory penalties based on the facts or claims alleged in the Operative Complaint. These claims include, but are not limited to the California Labor Code sections 200, 201, 202, 203, 204, 204b, 210, 218, 226, 226.2 (including but not limited to piece-rate violations), 226.3, 226.7, 227.3,

245-248.7, 256, 510, 512, 516, 558, 558.1, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, and 2804, and all related provisions of the California Code of Regulations, the California Industrial Wage Orders, the California Business & Professions Code sections 17200 *et seq*. The release of the foregoing claims, extends to all theories of relief regardless of whether the claim is, was or could have been alleged as separate claims, causes of action, lawsuits or based on other theories of relief, or different right or duty of an alleged statute, whether under federal law, state law or common law (including, without limitation, as violations of the California Labor Code, the Wage Orders, applicable regulations, and California's Business and Professions Code section 17200). "Settled Class Claims" includes all types of relief available for the above-referenced claims, including, without limitation, any claims for damages, restitution, losses, penalties, fines, liens, attorneys' fees, costs, expenses, debts, interest, injunctive relief, declaratory relief, or liquidated damages. The time period governing the Settled Class Claims shall be the same as the Class Period.

In addition, all Settlement Class members (regardless of whether they opt-out) who worked for Home Express at any time during the PAGA Period are "Aggrieved Employees" and shall release the Released Parties from all claims for civil penalties under the Private Attorneys General Act, Labor Code § 2698 *et seq.,* that Plaintiffs alleged against the Released Parties, on behalf of PAGA Group Members and State of California, stated in the Operative Complaint and in Plaintiffs' notice letters to the LWDA (including any amendments thereto), including all of the following claims for relief: (a) failure to pay for all hours worked, including overtime wages, (b) failure to pay minimum wage, (c) failure to provide compliant meal periods, (d) failure to provide compliant rest breaks, (e) failing to timely pay wages during and upon separation of employment, (f) failing to provide accurate wage statements and maintain accurate payroll records, (g) failing to reimburse for required business expenses, and (i) all other claims for statutory penalties based on the facts or claims alleged in the Operative Complaint. These claims include, but are not limited to, California Labor Code sections 200, 201, 202, 203, 204, 204b, 210, 218, 226, 226.2, 226.3, 226.7, 227.3, 245-248.7, 256, 510, 512, 516, 558, 558.1, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, and 2804, and the California Industrial Wage Orders. The time period governing the Settled PAGA Claims shall be any time during the PAGA Period. The Settled PAGA Claims do not release any potential claims for wages or statutory penalties.

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of Judgment.

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will be entitled to your share of the Settlement based on the proportionate number of workweeks you worked during the Class Period, as well as the proportionate number of pay periods you worked during the PAGA Period. You also will be bound by the Settlement, including the release of claims stated above.

What other options do I have?

Dispute Information. Your payment is based on the proportionate number of workweeks you worked during the Class Period, as well as the proportionate number of pay periods you worked during the PAGA Period.

According to Home Express' records:

(a) You worked for Home Express in California and were classified as a non-exempt employee from _____ until _____;
(b) You worked ____ workweeks for Home Express in California as a non-exempt employee between June 10, 2023 and December 24, 2025; and
(c) You worked ____ pay periods for Home Express in California as a non-exempt employee between June 10, 2023 and December 24, 2025.

Based on the above, your Individual Settlement Payment is estimated at $_____.

If you disagree with this information, you may submit a dispute, along with any supporting documentation, to the Settlement Administrator no later than <<RESPONSE DEADLINE>>. **DO NOT SEND**

ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.

Send your dispute directly to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>.
The Parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class members. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Settlement Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Settlement Payments, based on the records provided. will be binding on the Settlement Class member and the Parties.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a written "Request for Exclusion" letter or card postmarked no later than <<RESPONSE DEADLINE>>, with your name, address, telephone number, last four digits of your social security number, and your signature. A Request for Exclusion Form is included with this Notice.

Send the Request for Exclusion Form directly to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. Any person who submits a timely Request for Exclusion from the Settlement shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class member, shall be barred from participating in any portion of the class action Settlement, and shall receive no benefits from the class action Settlement. However, all Settlement Class members who worked for Home Express during the PAGA Period, including those who opt out, will be bound by the PAGA portion of the Settlement and will receive a portion from the PAGA Amount. **Do not submit both a Dispute and a Request for Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you should mail a written objection to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. To be valid, any written objection should: (1) contain the objecting Settlement Class member's full name and current address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) be postmarked no later than <<RESPONSE DEADLINE>>.

You may also appear at the Final Approval Hearing scheduled for <<FINAL APPROVAL HEARING DATE/TIME>> in Department 10 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012. You have the right to appear either in person or through your own attorney at this hearing. Any attorney who intends to represent an individual objecting to the Settlement should file a notice of appearance with the Court and serve counsel for all parties on or before <<RESPONSE DEADLINE>>. All objections or other correspondence must state the name and number of the case, which is *Juan Guzman v. Home Express Delivery Service LLC dba Temco Logistics*, Los Angeles Superior Court Case No. 24STCV08956. You do not need to object in writing to be heard at the Final Approval Hearing.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class members who do not object.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department 10 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and

expenses and the Service Payments to the Class Representatives. The Final Approval Hearing may be postponed without further notice to the Settlement Class. You may contact Class Counsel using the contact information provided above to confirm the address and time of the hearing. **You are <u>not</u> required to attend the Final Approval Hearing, although any Settlement Class member is welcome to attend the hearing.**

How can I get additional information?

This Notice is only a summary of the Action and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012, during regular work hours. <u>You may also contact Class Counsel using the contact information listed above for more information</u>.

<u>PLEASE DO NOT CALL OR WRITE THE COURT, HOME EXPRESS, OR ITS ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS</u>

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is **<<RESPONSE DEADLINE>>**. These deadlines will be strictly enforced.

BY ORDER OF THE COURT ENTERED ON <<PRELIM APPROVAL DATE>>.

EXHIBIT D

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

JUAN GUZMAN, as an individual and on behalf of all others similarly situated, Plaintiff, vs. HOME EXPRESS DELIVERY SERVICE, LLC, DBA TEMCO LOGISTICS, a Georgia corporation; and DOES 1 through 100, Defendants.	Case No. 24STCV08956 **NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT**

To: All persons who are or previously were employed by Defendant Home Express Delivery Service LLC dba Temco Logistics in California, and classified as non-exempt employees from June 10, 2023 through December 24, 2025. Collectively, these employees will be referred to as "Settlement Class members."

PLEASE READ THIS NOTICE CAREFULLY
THIS NOTICE IS BEING SENT IN ENGLISH AND SPANISH
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT

Why should you read this notice?

The Los Angeles County Superior Court has granted preliminary approval of a proposed class action settlement (the "Settlement") in the case of *Juan Guzman, et al. v. Home Express Delivery Service LLC dba Temco Logistics,* Los Angeles Superior Court Case No. 24STCV08956 (the "Action"). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

You may be entitled to money from this Settlement. Defendant Home Express Delivery Service, LLC, dba Temco Logistics' ("Home Express") records show that you were employed by Home Express in California and classified as a non-exempt employee between June 10, 2023 and December 24, 2025 (the "Class Period"). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this notice is to provide you with a brief description of the Action, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment.

What is this case about?

Plaintiffs Juan Guzman, Vincent Raglin, Marco Aguayo, Andrew William Robinson, John Gomez, and Jorge Najera ("Plaintiffs") brought this Action against Home Express, seeking to assert claims on behalf of a class of current and former non-exempt employees who worked for Home Express in California at any time during the Class Period. Plaintiffs are known as the "Class Representatives," and their attorneys, who also represent the interests of all Settlement Class members, are known as "Class Counsel."

Plaintiffs allege that Home Express failed to provide Settlement Class members with all required meal and rest periods and that it failed to pay for all hours worked, including all minimum and overtime wages owed. The Action also alleges that as a result of these alleged violations, Home Express failed to provide Settlement

Class members with accurate and complete wage statements and failed to timely pay all final wages at the time of separation of employment. Plaintiffs also allege that Home Express failed to reimburse for required business expenses, among other things. As a result of the foregoing alleged violations, Plaintiffs allege that Home Express engaged in unfair business practices and is liable for civil penalties under the Private Attorneys General Act ("PAGA").

Home Express denies that it has engaged in any wrongful conduct. Home Express denies that it owes Settlement Class members any wages, restitution, penalties, or other damages. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Home Express, which expressly denies all liability. Nothing in this Settlement shall be construed to create any right to reinstatement, reemployment, or continued employment with Home Express. This Settlement does not alter any Settlement Class member's at-will employment status (if applicable), and shall not be interpreted as affecting any employment relationship, past, present, or future, between any Settlement Class member and Home Express.

The Court has not ruled on the merits of Plaintiffs' claims. However, to avoid additional expense, inconvenience, and interference with its business operations, Home Express has concluded that it is in its best interests and the interests of Settlement Class members to settle the Action on the terms summarized in this Notice. After Home Express provided relevant information to Class Counsel, the Settlement was reached after mediation and arm's-length negotiations between the parties.

The Class Representatives and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Home Express, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with litigation.

Who are the Attorneys?

Attorneys for the Plaintiffs/Settlement Class members:	Attorneys for Defendant Home Express:
HAINES LAW GROUP, APC Paul K. Haines phaines@haineslawgroup.com Sean M. Blakely sblakely@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 haineslawgroup.com **BIBIYAN LAW GROUP, PC** David D. Bibiyan, Esq. David@tomorrowlaw.com Vedang J. Patel, Esq. vedang@tomorrowlaw.com Rafael Yedoyan, Esq. rafael@tomorrowlaw.com Bibiyan Law Group, P.C. 1460 Westwood Boulevard Los Angeles, CA 90024 Tel: (310) 435-5555 Fax: (310) 300-1705 tomorrowlaw.com **MELMED LAW GROUP P.C.** Jonathan Melmed jm@melmedlaw.com	**SEYFARTH SHAW LLP** Kamran Mirrafati kmirrafati@seyfarth.com Laura E. Heyne lheyne@seyfarth.com Reiko Furuta rfuruta@seyfarth.com Hanna L. Jolkovsky hjolkovsky@seyfarth.com 2029 Century Park East, Suite 3500 Los Angeles, California 90067-3021 Tel: (310) 277-7200 Fax: (310) 201-5219

Laura Supanich lms@melmedlaw.com 1801 Century Park East, Suite 850 Los Angeles, California 90067 Tel: (310) 824-3828 Fax: (310) 862-685 melmedlaw.com **FERRARO VEGA EMPLOYMENT LAWYERS** Nicholas J Ferraro nick@ferrarovega.com Lauren N Vega lauren@ferrarovega.com 3333 Camino del Rio South Suite 300 San Diego California 92108 Tel: (619) 693-7727 Fax: (619) 350-6855 ferrarovega.com	

What are the terms of the Settlement?

On <<PRELIM APPROVAL DATE>>, the Court preliminarily certified a class, for settlement purposes only, of all persons who are or previously employed by Home Express in California, and classified as a non-exempt employee during the Class Period. Settlement Class members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Home Express as described below.

Home Express has agreed to pay $1,500,000.00 (the "Gross Settlement Amount") to fully resolve all claims in the Action, including payments to Settlement Class members, requested attorneys' fees and expenses, settlement administration costs, the amount designated as PAGA civil penalties, and the Class Representatives' Service Payments.

The following deductions from the Gross Settlement Amount will be requested by the parties:

Settlement Administration Costs. The Court has approved Apex Class Action LLC to act as the "Settlement Administrator," who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to $30,000.00 from the Gross Settlement Amount to pay the settlement administration costs.

Attorneys' Fees and Expenses. Class Counsel have been prosecuting the Action on behalf of the Settlement Class members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount paid to Class Counsel as attorneys' fees, which will be paid from the Gross Settlement Amount. Settlement Class members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for fees of up to ~~thirty-five percent (35%)~~one-third of the Gross Settlement Amount, which is currently estimated to be $~~525~~500,000.00, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Action through Settlement finalization. Class Counsel also will ask for reimbursement of up to $60,000.00 for verified costs Class Counsel incurred in connection with the Action. Any attorneys' fees awarded by the Court shall be divided as follows: 50% to Haines Law Group, APC, 20% to Bibiyan Law Group, P.C., 15% to Melmed Law Group P.C., and 15% to Ferraro Vega Employment Lawyers.

Service Payments to Class Representatives. Class Counsel will ask the Court to approve service payments to the Class Representatives in the amount of $7,500.00 each (for a total of $45,000) to compensate them for their service and extra work provided on behalf of the Settlement Class members.

PAGA Payment to State of California. $37,500 will be paid to the California Labor & Workforce Development Agency ("LWDA"), representing 75% of the $50,000 the parties have agreed to allocate to the settlement of Plaintiffs' claim on behalf of the Settlement Class members under the PAGA. The remaining $12,500 will be payable to certain Settlement Class members as described below.

Calculation of Settlement Class Members' Individual Settlement Payments. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount, which will be distributed to all Settlement Class members who do not submit a valid and timely Request for Exclusion (described below). The Net Settlement Amount is estimated at approximately $790,000.00 and will be divided as follows:

(i) The Net Settlement Amount shall be allocated among Settlement Class members (except those who submit a timely and valid Request for Exclusion) based on each participating Settlement Class members proportionate Eligible Weeks worked during the Class Period.

(ii) In addition to the Net Settlement Amount, the $12,500 portion of PAGA Penalties available for Aggrieved Employees will be distributed to all Settlement Class members who were employed by Home Express at any time from June 10, 2023 through December 24, 2025 ("PAGA Period") (including those who submit a valid and timely Request for Exclusion from the class action settlement) based on the proportionate number of pay periods worked during the PAGA Period.

Payments to Settlement Class Members. If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to all Settlement Class members who did not submit a valid and timely Request for Exclusion. Home Express will deposit the Gross Settlement Amount with the Settlement Administrator within ten (10) calendar days of the Effective Date. Settlement checks will be valid for 180 days from the date the Settlement Administrator mails it. Any funds payable to Settlement Class members whose checks were not cashed within 180 days after mailing shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq*., in the name of the Settlement Class member to whom the check was issued, until such time that they claim their property.

Allocation and Taxes. For tax purposes, each Individual Settlement Payment will be treated as follows: Any payment from the Net Settlement Amount shall be allocated as 80% as penalties and interest; and 20% as wages. Any payment to Aggrieved Employees for PAGA Penalties shall be allocated as 100% penalties. The Settlement Administrator will be responsible for issuing to participating Settlement Class members IRS Forms W-2 for amounts deemed "wages" and IRS Forms 1099 for the amounts allocated as penalties and interest. Notwithstanding the treatment of the payments to each Settlement Class member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans.

Release. If the Court approves the Settlement, and upon the complete funding of the Gross Settlement Amount, all Settlement Class members who did not submit a timely and valid Request for Exclusion, will release Home Express, and its current and former parents, owners, subsidiaries, divisions, predecessors, successors, and affiliated or related persons or entities, and each of their respective officers, directors, members, employees, partners, shareholders, attorneys, agents, executors, and assigns ("Released Parties") from all causes of action and claims, charges, complaints, liens, and demands that were alleged in the Operative Complaint or reasonably could have been alleged at any time, based on the allegations, the facts, statutory citation and/or legal theories contained in the Operative Complaint, including but not limited to all of the following claims for relief: (a) failure to pay for all hours worked, including overtime wages, (b) failure to pay minimum wage, (c) failure to provide compliant meal periods, (d) failure to provide compliant rest breaks, (e) failing to timely pay wages during and upon separation of employment, (f) failing to provide accurate wage statements and maintain accurate payroll records, (g) failing to reimburse for required business expenses, (i) all other claims for statutory penalties based on the facts or claims alleged in the Operative Complaint. These claims include, but are not limited to the California Labor Code sections 200, 201, 202, 203, 204, 204b, 210, 218, 226, 226.2 (including but not limited to piece-rate violations), 226.3, 226.7, 227.3,

245-248.7, 256, 510, 512, 516, 558, 558.1, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, and 2804, and all related provisions of the California Code of Regulations, the California Industrial Wage Orders, the California Business & Professions Code sections 17200 *et seq*. The release of the foregoing claims, extends to all theories of relief regardless of whether the claim is, was or could have been alleged as separate claims, causes of action, lawsuits or based on other theories of relief, or different right or duty of an alleged statute, whether under federal law, state law or common law (including, without limitation, as violations of the California Labor Code, the Wage Orders, applicable regulations, and California's Business and Professions Code section 17200). "Settled Class Claims" includes all types of relief available for the above-referenced claims, including, without limitation, any claims for damages, restitution, losses, penalties, fines, liens, attorneys' fees, costs, expenses, debts, interest, injunctive relief, declaratory relief, or liquidated damages. The time period governing the Settled Class Claims shall be the same as the Class Period.

In addition, all Settlement Class members (regardless of whether they opt-out) who worked for Home Express at any time during the PAGA Period are "Aggrieved Employees" and shall release the Released Parties from all claims for civil penalties under the Private Attorneys General Act, Labor Code § 2698 *et seq.,* that Plaintiffs alleged against the Released Parties, on behalf of PAGA Group Members and State of California, ~~based on the facts~~ stated in the Operative Complaint and in Plaintiffs' notice letters to the LWDA (including any amendments thereto), ~~or reasonably could have been alleged based on the allegations, the facts, statutory citation and/or legal theories under the PAGA contained in the Operative Complaint,~~ including all of the following claims for relief: (a) failure to pay for all hours worked, including overtime wages, (b) failure to pay minimum wage, (c) failure to provide compliant meal periods, (d) failure to provide compliant rest breaks, (e) failing to timely pay wages during and upon separation of employment, (f) failing to provide accurate wage statements and maintain accurate payroll records, (g) failing to reimburse for required business expenses, and (i) all other claims for statutory penalties based on the facts or claims alleged in the Operative Complaint. These claims include, but are not limited to, California Labor Code sections 200, 201, 202, 203, 204, 204b, 210, 218, 226, 226.2, ~~,~~ 226.3, 226.7, 227.3, 245-248.7, 256, 510, 512, 516, 558, 558.1, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, and 2804, and the California Industrial Wage Orders. The time period governing the Settled PAGA Claims shall be any time during the PAGA Period. The Settled PAGA Claims do not release any potential claims for wages or statutory penalties.

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of Judgment.

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will be entitled to your share of the Settlement based on the proportionate number of workweeks you worked during the Class Period, as well as the proportionate number of pay periods you worked during the PAGA Period. You also will be bound by the Settlement, including the release of claims stated above.

What other options do I have?

Dispute Information. Your payment is based on the proportionate number of workweeks you worked during the Class Period, as well as the proportionate number of pay periods you worked during the PAGA Period.

According to Home Express' records:

(a) You worked for Home Express in California and were classified as a non-exempt employee from _____ until _____;
(b) You worked ____ workweeks for Home Express in California as a non-exempt employee between June 10, 2023 and December 24, 2025; and
(c) You worked ____ pay periods for Home Express in California as a non-exempt employee between June 10, 2023 and December 24, 2025.

Based on the above, your Individual Settlement Payment is estimated at $_____.

If you disagree with this information, you may submit a dispute, along with any supporting documentation, to the Settlement Administrator no later than <<RESPONSE DEADLINE>>. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

Send your dispute directly to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>.
The Parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class members. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Settlement Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Settlement Payments, based on the records provided. will be binding on the Settlement Class member and the Parties.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a written "Request for Exclusion" letter or card postmarked no later than <<RESPONSE DEADLINE>>, with your name, address, telephone number, last four digits of your social security number, and your signature. A Request for Exclusion Form is included with this Notice.

Send the Request for Exclusion Form directly to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. Any person who submits a timely Request for Exclusion from the Settlement shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class member, shall be barred from participating in any portion of the class action Settlement, and shall receive no benefits from the class action Settlement. However, all Settlement Class members who worked for Home Express during the PAGA Period, including those who opt out, will be bound by the PAGA portion of the Settlement and will receive a portion from the PAGA Amount. **Do not submit both a Dispute and a Request for Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you should mail a written objection to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. To be valid, any written objection should: (1) contain the objecting Settlement Class member's full name and current address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) be postmarked no later than <<RESPONSE DEADLINE>>.

You may also appear at the Final Approval Hearing scheduled for <<FINAL APPROVAL HEARING DATE/TIME>> in Department 10 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012. You have the right to appear either in person or through your own attorney at this hearing. Any attorney who intends to represent an individual objecting to the Settlement should file a notice of appearance with the Court and serve counsel for all parties on or before <<RESPONSE DEADLINE>>. All objections or other correspondence must state the name and number of the case, which is *Juan Guzman v. Home Express Delivery Service LLC dba Temco Logistics*, Los Angeles Superior Court Case No. 24STCV08956. You do not need to object in writing to be heard at the Final Approval Hearing.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class members who do not object.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department 10 of the Los Angeles County

Superior Court, located at 312 North Spring Street, Los Angeles, California 90012. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses and the Service Payments to the Class Representatives. The Final Approval Hearing may be postponed without further notice to the Settlement Class. You may contact Class Counsel using the contact information provided above to confirm the address and time of the hearing. **You are <u>not</u> required to attend the Final Approval Hearing, although any Settlement Class member is welcome to attend the hearing.**

How can I get additional information?

This Notice is only a summary of the Action and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012, during regular work hours. <u>You may also contact Class Counsel using the contact information listed above for more information</u>.

<u>PLEASE DO NOT CALL OR WRITE THE COURT, HOME EXPRESS, OR ITS ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS</u>

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is **<<RESPONSE DEADLINE>>**. These deadlines will be strictly enforced.

BY ORDER OF THE COURT ENTERED ON <<PRELIM APPROVAL DATE>>.