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

ROBERT AMAYA, an individual, on behalf of himself and all others similarly situated and aggrieved, Plaintiff, v. SAIA MOTOR FREIGHT LINE, LLC, a Louisiana Limited Liability Company; and DOES 1 through 25, inclusive Defendants.	Case No. CIVSB2511628 CLASS ACTION **SETTLEMENT AGREEMENT AND RELEASE OF CLASS AND PAGA ACTION** Hon. Carlos Cabrera Department S24 Complaint Filed: April 24, 2025 Trial Date: Not Assigned

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SETTLEMENT AGREEMENT AND RELEASE OF CLASS AND PAGA ACTION

This Settlement Agreement and Release of Class and PAGA Action ("Settlement Agreement") is made and entered into by: (1) Plaintiff Robert Amaya ("Plaintiff"), individually and in his representative capacity on behalf of the Settlement Class, as defined below, and as a private attorney general on behalf of the State of California; and (2) Defendant Saia Motor Freight Line, LLC ("Defendant"). Plaintiff and Defendant are collectively referred to herein as the "Parties." This Settlement Agreement is subject to the approval of the Court, pursuant to California Rules of Court, rule 3.769, subdivisions (c), (d), and (e), and is made for the sole purpose of attempting to consummate settlement of the action on a class-wide basis subject to the following terms and conditions. As detailed below, if the Court does not enter an order granting final approval of this Settlement Agreement or the conditions precedent are not met for any reason, this Settlement Agreement is void and of no force or effect whatsoever.

1. DEFINITIONS

As used in this Settlement Agreement, the following terms shall have the meanings specified below. To the extent terms or phrases used in this Settlement Agreement are not specifically defined below, but are defined elsewhere in this Settlement Agreement, they are incorporated by reference into this definition section.

1.1. ACTION

"Action" shall mean the following civil action: *Robert Amaya v. Saia Motor Freight Line, LLC, et al.*, case number CIVSB2511628, currently pending before the Superior Court of the State of California for the County of San Bernardino.

1.2. ADMINISTRATIVE EXPENSES

"Administrative Expenses" shall include all costs and expenses associated with and paid to the third-party settlement administrator, which are estimated not to exceed $16,000.00.

1.3. APPLICABLE WAGE ORDER

"Applicable Wage Order" shall mean the California Industrial Welfare Commission ("IWC") Wage Order applicable to the facts of this case, including IWC Wage Order 9-2001 and others that may be applicable. (Cal. Code of Regs., tit. 8, § 11090).

1.4. CLAIMS

"Claims" shall mean the claims asserted in the Action.

1.5. CLASS ATTORNEY FEES AND EXPENSES

"Class Attorney Fees and Expenses" shall mean the portion of the Gross Settlement Amount attributable to attorney fees and litigation expenses. The Parties agree that the fee-portion of the Class Attorney Fees and Expenses shall be up to one-third of the Gross Settlement Amount (i.e., $366,666.67), as approved by the Court, and the award of costs and expenses shall be up to an additional $30,000.00. If the Escalator Provision described below is triggered so as to increase the Gross Settlement Amount, the Parties agree that the fee portion of the Class Attorney Fees and Expenses will increase proportionally such that the total amount of attorneys' fees remains one-third of the Gross Settlement Amount *after* the upward adjustment required by the Escalator Provision is implemented.

1.6. CLASS COUNSEL

"Class Counsel" shall mean Megan E. Ross and Michiko Vartanian of Abramson Labor Group.

1.7. CLASS MEMBER

"Class Member" shall mean any person who is a prospective member of the Settlement Class, or, if such person is incompetent or deceased, the person's legal guardian, executor, heir, or successor-in-interest.

1.8. CLASS NOTICE

"Class Notice" shall mean the *Notice of Proposed Class Action and PAGA Settlement and Hearing Date for Final Court Approval*, as set forth in the form of **Exhibit 1** attached hereto, or as otherwise approved by the Court, which is to be mailed to Class Members along with the Share Form.

1.9. CLASS PARTICIPANTS

"Class Participants" shall mean all Class Members who do not timely request exclusion from the Class Settlement.

1.10. CLASS PERIOD

"Class Period" shall mean the period from September 21, 2021[1], through the date of preliminary approval of the settlement.

1.11. CLASS REPRESENTATIVE

"Class Representative" shall mean Plaintiff Robert Amaya.

1.12. CLASS SETTLEMENT

"Class Settlement" shall mean the settlement embodied in this Settlement Agreement, which is subject to Court approval.

1.13. COMPLAINT

"Complaint" shall mean the First Amended Complaint in the Action.

1.14. COURT

"Court" shall mean the Superior Court of the State of California for the County of San Bernardino.

1.15. DEFENDANT

"Defendant" shall mean Defendant Saia Motor Freight Line, LLC.

1.16. DEFENSE COUNSEL

"Defense Counsel" shall mean Christopher J. Archibald and Ethan W. Smith of Bryan Cave Leighton Paisner LLP.

1.17. EFFECTIVE DATE

"Effective Date" shall be the date when all of the following events have occurred: (a) this Settlement Agreement has been executed by all Parties and by Class Counsel and Defense Counsel;

[1] The settlement of a previous class and PAGA settlement in *Madrid v. Saia Motor Freight Line, LLC*, San Bernardino County Superior Court Case No. CIVSB2114565, released the claims of Defendant's hourly non-exempt employees for: (1) failure to pay minimum wage; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to permit rest breaks; (5) failure to provide accurate itemized wage statements; (6) failure to pay all wages due upon separation of employment; (7) violation of Business and Professions Code §§ 17200 et seq.; and (8) Private Attorneys General Act penalties during the time period from July 25, 2016 through September 20, 2021.

(b) the Court has given preliminary approval to the Class Settlement; (c) notice has been given to the Class Members providing them with an opportunity to request exclusion from the Class Settlement; (d) the Court has held a Final Approval and Fairness Hearing and entered a final order and judgment certifying the Settlement Class and approving this Settlement Agreement; and (e) the later of the following events: (i) the expiration of the period for filing any appeal, writ, or other appellate proceeding opposing the Class Settlement has elapsed without any appeal, writ, or other appellate proceeding having been filed; (ii) the dismissal of any appeal, writ, or other appellate proceeding opposing the Class Settlement with no right to pursue further remedies or relief; or (iii) any appeal, writ, or the issuance of such other final appellate order upholding the Court's final order with no right to pursue further remedies or relief. In this regard, it is the intention of the Parties that the Class Settlement shall not become effective until the Court's order approving the Class Settlement is completely final and there is no further recourse by an appellant or objector who seeks to contest the Class Settlement.

1.18. EMPLOYEE'S TAXES AND REQUIRED WITHHOLDING

"Employee's Taxes and Required Withholding" shall mean the employee's share of any and all applicable federal, state, or local payroll taxes, including those collected under authority of the Federal Insurance Contributions Act (FICA), the Federal Unemployment Tax Act (FUTA), and/or the State Unemployment Tax Act (SUTA) on the portion of any Class Participant's Individual Settlement Payment that constitutes wages. The Employee's Taxes and Required Withholdings will be withheld from and paid out of the Individual Settlement Payments paid from the Net Settlement Amount.

1.19. EMPLOYER'S TAXES

"Employer's Taxes" shall mean and refer to Defendant's share of payroll taxes (e.g., Unemployment Insurance, Employment Training Tax, Social Security, and Medicare taxes) that is owed on the portion of any Class Participant's Individual Settlement Payment that constitutes wages. The Employer's Taxes shall be separately paid by Defendant and shall not be paid from the Gross Settlement Amount or Net Settlement Amount.

1.20. FINAL APPROVAL AND FAIRNESS HEARING

"Final Approval and Fairness Hearing" shall mean the final hearing held to ascertain the fairness, reasonableness, and adequacy of the Class Settlement.

1.21. GROSS SETTLEMENT AMOUNT

"Gross Settlement Amount" is the agreed upon non-reversionary settlement amount totaling $1,100,000.00 to be paid by Defendant in full settlement of the Released Claims asserted in this case, inclusive of the Administrative Expenses, the Employee's Taxes and Required Withholdings, the Class Attorney Fees and Expenses, the Incentive Award, PAGA Payment, and Individual Settlement Payments. Defendant shall separately pay its share of the Employer's Taxes in addition to the Gross Settlement Amount on the portion of each Individual Settlement Payment allocated as wages.

1.22. HEARING ON PRELIMINARY APPROVAL

"Hearing on Preliminary Approval" shall mean the hearing held on the motion for preliminary approval of the Class Settlement.

1.23. INCENTIVE AWARD

"Incentive Award" shall mean any additional monetary payment provided to the Class Representative for his efforts and risks on behalf of the Settlement Class in this Action.

1.24. INDIVIDUAL PAGA PAYMENT

"Individual PAGA Payment" shall mean the amount which is ultimately distributed to each member of the PAGA Settlement Class from the 35% of the PAGA Payment that is allocated for payment to the PAGA Settlement Class.

1.25. INDIVIDUAL SETTLEMENT PAYMENT

"Individual Settlement Payment" shall mean the amount which is ultimately distributed to each Class Participant from the Net Settlement Amount, less any Employee's Taxes and Required Withholdings.

1.26. NET SETTLEMENT AMOUNT

"Net Settlement Amount" shall mean the Gross Settlement Amount minus: Administrative Expenses; Class Attorney Fees and Expenses; PAGA Payment; and Plaintiff's Incentive Award.

1.27. OPT OUT

"Opt Out" shall refer to the process of submitting a timely and valid request for exclusion from the Class Settlement in accordance with the terms of the Class Notice and no later than the Response Deadline.

1.28. OPT-OUTS

"Opt-Outs" shall mean all persons who timely and validly request exclusion from the Class Settlement in accordance with the terms of the Class Notice and no later than the Response Deadline.

1.29. PAGA NOTICES

"PAGA Notices" means the Notice of Labor Code Violations Pursuant to California Labor Code Section 2698 et seq., dated February 18, 2025, and the Supplemental Notice of Labor Code Violations Pursuant to California Labor Code Section 2698 et seq., dated June 9, 2026.

1.30. PAGA PAYMENT

"PAGA Payment" means the penalties pursuant to PAGA that the Parties have agreed is a reasonable sum to be paid in settlement of the PAGA claims included in the Action, which is $100,000.00. The PAGA Payment is to be approved by the Court pursuant to Labor Code section 2699 and is to be distributed as follows: sixty-five percent (65%) (i.e., $65,000.00) to the California Labor and Workforce Development Agency ("LWDA") and thirty-five percent (35%) (i.e., $35,000.00) to the PAGA Settlement Class. Class Counsel shall give timely notice of this Settlement Agreement to the LWDA pursuant to Labor Code section 2699, subdivision (l)(2).

1.31. PAGA PERIOD

"PAGA Period" shall mean the period from February 18, 2024, through the date of preliminary approval of the settlement.

1.32. PAGA SETTLEMENT CLASS

"PAGA Settlement Class" shall mean all persons employed by Defendant in California as hourly nonexempt employees from February 18, 2024 through the date of preliminary approval. Defendant represents that, at the time of mediation on May 18, 2026, the PAGA Settlement Class consisted of approximately 616 employees that worked a total of approximately 43,249 pay periods during the PAGA Period.

1.33. PARTIES

"Parties" shall mean Plaintiff and Defendant.

1.34. PLAINTIFF

"Plaintiff" shall mean Plaintiff Robert Amaya.

1.35. PRELIMINARY APPROVAL DATE

"Preliminary Approval Date" shall mean the date upon which the Court enters an order preliminarily approving this Settlement Agreement.

1.36. RELEASED CLAIMS

"Released Class Claims" shall mean all Class Participants and Plaintiff, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall release Released Parties from any and all claims that were or could have been alleged based on the facts alleged in the operative complaint that arose during the Class Period including without limitation with respect to the following claims: (1) failure to provide meal periods; (2) failure to provide rest breaks; (3) failure to pay minimum wages; (4) failure to pay overtime wages; (5) failure to furnish timely and accurate wage statements; (6) failure to pay all wages upon separation; (7) failure to reimburse all necessary, business-related expenses; (8) all claims under California Business & Professions Code § 17200 for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above; and (9) all claims for violation of the California Industrial Wage Orders that could have been premised on the facts, claims, causes of action or legal theories described above, as well as any potential penalties, interest or attorneys' fees associated with all of such causes of action under California law. The foregoing release shall be binding on Plaintiff and the Class Participants and shall bar by res judicata any claim brought by Plaintiff or the Class Participants as to any of the Released Class Claims.

Plaintiff and all PAGA Settlement Class members, regardless of whether they are Class Participants, shall release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims, demands, rights, liabilities and causes of action under the California Labor Code Private Attorneys General Act that were alleged, or reasonably could have been alleged, based on the

facts alleged in the operative complaint or the PAGA Notices arising during or with respect to the PAGA Period including without limitation with respect to the following claims: (1) failure to provide meal periods; (2) failure to provide rest breaks; (3) failure to pay minimum wages; (4) failure to pay overtime wages; (5) failure to furnish timely and accurate wage statements; (6) failure to pay all wages upon separation; (7) failure to reimburse all necessary, business-related expenses; and (8) all claims for violation of the California Industrial Wage Orders that could have been premised on the facts, claims, causes of action or legal theories described above, as well as any potential penalties, interest or attorneys' fees associated with all of such causes of action under California law ("Released PAGA Claims"). The foregoing release shall be binding on Plaintiff, the PAGA Settlement Class members, and the State of California, and shall bar by res judicata any claim under the PAGA brought by any person, including the PAGA Settlement Class members, on behalf of the State of California, as to any of the Released PAGA Claims. The Released Class Claims and Released PAGA Claims are together referred to herein as the "Released Claims."

1.37. RELEASED PARTIES

"Released Parties" shall mean Defendant, and any of its past, present and/or future, directors, officers, partners, principals, trustees, shareholders, owners, members, managers, employees, administrators, agents, attorneys, insurers, predecessors, successors, assigns, DBAs, parents, subsidiaries, and affiliates.

1.38. RELEASING PARTIES

"Releasing Parties" shall mean every Class Participant and all persons purporting to act on their behalf or purporting to assert a claim under or through them, including, but not limited to, their dependents, heirs, assigns, beneficiaries, devisees, legatees, executors, administrators, agents, trustees, conservators, guardians, personal representatives, and successors-in-interest, whether individual, class, representative, legal, equitable, direct or indirect, or any other type or in any other capacity.

1.39. RESPONSE DEADLINE

"Response Deadline" shall mean the date forty-five (45) days following the date on which the Settlement Administrator first mails Class Notice to the Class Members and is the last day on which Class Members may submit a request for exclusion and/or objection to Class Settlement.

1.40. SETTLEMENT ADMINISTRATOR

"Settlement Administrator" shall mean ILYM Group, Inc. (or other administrator agreed on by the parties) which the Parties have agreed will be responsible for administration of the Class Settlement and related matters.

1.41. SETTLEMENT CLASS

"Settlement Class" shall mean all persons employed by Defendant in California as hourly non-exempt employees from September 21, 2021 through the date of preliminary approval. Defendant represents that, at the time of mediation on May 18, 2026, the Settlement Class consisted of approximately 997 Class Members that worked a total of approximately 88,663 workweeks during the Class Period.

1.42. SHARE FORM

"Share Form" shall mean the *Class Action and PAGA Settlement Share Form*, as set forth in the form of **Exhibit 2** attached hereto, or as otherwise approved by the Court, which is to be mailed to Class Members along with the Class Notice.

2. FACTUAL AND PROCEDURAL BACKGROUND

2.1. PLAINTIFF'S CLAIMS

Plaintiff, individually and in his representative capacity on behalf of the Settlement Class, and as a private attorney general on behalf of the State of California, has alleged the following causes of action: (1) failure to provide meal periods; (2) failure to provide rest breaks; (3) failure to pay minimum wages; (4) failure to pay overtime wages; (5) failure to furnish timely and accurate wage statements; (6) failure to pay all wages upon separation; (7) failure to reimburse all necessary, business-related expenses; (8) violation of California's Unfair Competition Law ("UCL"), Cal. Bus. & Prof. Code § 17200 et seq.; and (9) Civil Penalties for Violations of Labor Code, pursuant to California's Private Attorneys General Act ("PAGA"), §§ 2698 et seq.

2.2. DISCOVERY, INVESTIGATION, RESEARCH, AND MEDIATION

Class Counsel has conducted significant informal discovery during the prosecution of the Action. This discovery, investigation, and prosecution has included, among other things, (a) telephonic conferences with Plaintiff; (b) inspection and analysis of hundreds of pages of

documents and other information produced by Plaintiff and Defendant; (c) analysis of employment data from Class Members; (d) an analysis of the legal positions taken by Defendant; (d) investigation into the viability of class treatment of the claims asserted in the Action; (e) analysis of potential class-wide damages, including information sufficient to understand Defendant's potential defenses to Plaintiff's claims; (f) research of the applicable law with respect to the claims asserted in the Complaint and the potential defenses thereto; and (g) assembling and analyzing of data for calculating damages.

Class Counsel and the Class Representative have vigorously prosecuted this case, and Defendant has vigorously contested it. The Parties have engaged in sufficient investigation and discovery to assess the relative merits of the claims of the Class Representative and of the defenses to them. After such discovery, investigation, and prosecution, the Parties attended a full-day mediation with an experienced employment law mediator, which culminated in a settlement in principle, the terms of which are elaborated in this Settlement Agreement.

2.3. ALLEGATIONS OF THE CLASS REPRESENTATIVE AND BENEFITS OF CLASS SETTLEMENT

The document and data exchange in this matter, as well as discussions between counsel, have been adequate to give the Class Representative and Class Counsel a sound understanding of the merits of their positions and to evaluate the value of the claims of the Settlement Class. The informal discovery conducted in this Action and the information exchanged by the Parties through pre-mediation discussions are sufficient to reliably assess the merits of the Parties' respective positions and to compromise the issues on a fair and equitable basis.

The Class Representative and Class Counsel believe that the claims, causes of action, allegations, and contentions asserted in the Action have merit. However, the Class Representative and Class Counsel recognize and acknowledge the expense and delay of continued lengthy proceedings necessary to prosecute the Action against Defendant through trial and through appeals. Class Counsel has taken into account the uncertain outcome of the litigation, the risk of continued litigation in complex actions such as this, as well as the difficulties and delays inherent in such litigation, and the potential difficulty of obtaining certification of the Settlement Class as well as trying the claims of the

class. Class Counsel is mindful of the potential problems of proof under, and possible defenses to, the claims alleged in the Action.

The Class Representative and Class Counsel believe that the settlement set forth in this Settlement Agreement confers substantial benefits upon Plaintiff and the Settlement Class and that an independent review of this Settlement Agreement by the Court in the approval process will confirm this conclusion. Based on their own independent investigation and evaluation, Class Counsel has determined that the settlement set forth in this Settlement Agreement is in the best interests of Plaintiff and the Class Members.

2.4. DEFENDANT'S DENIALS OF WRONGDOING AND LIABILITY

Defendant has denied and continues to deny all allegations, claims, and contentions alleged by Plaintiff in the Action. Defendant has expressly denied and continues to deny all charges of wrongdoing or liability against it arising out of any of the conduct, statements, acts, or omissions alleged in the Action. Defendant contends that it complied with California and federal wage and hour laws and has dealt legally and fairly with Plaintiff and the Class Members.

Defendant further denies that, for any purpose other than settling this Action, these claims are appropriate for class or representative treatment. Nonetheless, Defendant has concluded that further proceedings in the Action would be protracted and expensive and that it is desirable that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement to dispose of burdensome and protracted litigation, to permit the operation of Defendant's businesses without further expensive litigation and the distraction and diversion of its personnel with respect to matters at issue in the Action. Defendant has also taken into account the uncertainty and risks inherent in any litigation, especially in complex cases such as the Action. Defendant has, therefore, determined that it is desirable and beneficial to it that the Action be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

2.5. INTENT OF THE CLASS SETTLEMENT

The Class Settlement set forth herein intends to achieve the following: (1) entry of an order approving the Class Settlement; (2) entry of judgment of the Action; (3) discharge of the Released

Parties from liability for any and all of the Released Claims; and (4) discharge of Defendant from liability for any and all of the Released Claims.

3. CONDITIONAL CERTIFICATION OF THE SETTLEMENT CLASS

For the purposes of this Settlement Agreement and the Class Settlement of this Action only, the Parties agree to conditional class certification of the Settlement Class. Defense Counsel believes this conditional certification is appropriate because the Released Claims are being compromised without need to establish the elements of those claims on which liability turns. The certification of the Settlement Class shall not constitute, in this or any other proceeding, an admission of any kind by Defendant, including without limitation, that certification of a class for trial purposes is or would be warranted, appropriate or proper; or that Plaintiff could establish any of the requisite elements for class treatment of any of the claims in the Action.

If the Settlement Agreement is not finally approved by the Court, the Effective Date is not achieved, or the Class Settlement is rejected, terminated, or otherwise rendered null and void as set forth herein, then certification of the Settlement Class shall be automatically vacated, shall be void *ab initio*, of no force or effect, and shall not constitute evidence or a binding determination that the requirements for certification of a class for trial purposes in this Action or in any other action which have been, are or can be, satisfied. Further, if the Agreement does not reach the Effective Date, Plaintiff agrees that Plaintiff will not argue, claim, reference, or otherwise raise any preliminary approval of the Settlement Class in connection with any later proceeding before the Court.

4. APPOINTMENT OF CLASS COUNSEL

For purposes of this Settlement Agreement and subject to the Court's approval, the Parties agree to the appointment of Class Counsel as counsel for the Settlement Class and the effectuation of the Class Settlement pursuant to this Settlement Agreement.

5. CONSIDERATION

5.1. SETTLEMENT AMOUNT

The Parties agree to settle this Action for the Gross Settlement Amount of $1,100,000.00. There shall be no reversion to Defendant. Defendant shall pay the Gross Settlement Amount in full. The Gross Settlement Amount and other actions and forbearances taken by Defendant shall constitute

adequate consideration for the Class Settlement and will be made in full and final settlement of: the Released Claims, the Class Attorney Fees and Expenses, Administrative Expenses, the Incentive Award, the PAGA Payment, the Individual Settlement Payments, and any other obligation of Defendant under this Settlement Agreement (other than the Employer's Taxes on the portion of the Net Settlement Amount allocated to the payment of wages).

After the Court issues an order preliminarily approving this Class Settlement, the Settlement Administrator will distribute the Class Notice to the Class Members. The Class Notice shall describe the terms of the Class Settlement and procedures to Opt Out, object, or participate in the Class Settlement. The Settlement Administrator will also distribute the Share Form to the Class Members. The Share Form shall identify the Class Member, the number of workweeks worked by each Class Member during the Class Period, and the estimated amount of the Individual Settlement Payment the Class Member can expect to receive. If the Class Member is also a member of the PAGA Settlement Class, then the Share Form shall also state the number of pay periods worked during the PAGA Period as well as the estimated amount of the Individual PAGA Payment. Class Members shall be given the opportunity to challenge their workweeks and pay period information.

5.2. INCENTIVE AWARD FOR PLAINTIFF

Plaintiff may petition the Court to approve an Incentive Award in an amount up to $10,000.00 for Robert Amaya to acknowledge his efforts on behalf of the Settlement Class in this Action, including assisting in the investigation and consulting with Class Counsel and providing crucial documents to Class Counsel. Defendant shall not oppose any request by Plaintiff for an Incentive Award in such an amount. Any Incentive Award approved by the Court shall be paid to Plaintiff from the Gross Settlement Amount and shall be in addition to any distribution to which he may otherwise be entitled as a Class Participant. Any Incentive Award approved by the Court shall not be considered wages, and the Settlement Administrator shall issue to Plaintiff an IRS Form 1099 reflecting such payment. Plaintiff shall be responsible for the payment of all taxes with respect to any Incentive Award approved by the Court and shall hold Defendant harmless from all liability with regard thereto.

5.3. PAYMENT TO CLASS PARTICIPANTS

Each Class Participant shall be eligible to receive payment of the Individual Settlement Payment, which is a share of the Net Settlement Amount based on the pro rata number of weeks worked by the Class Members during the Class Period as a proportion of all weeks worked by all Class Members during the Class Period. Each Class Participant, including Plaintiff, shall be responsible for the payment of the Employee's Taxes and Required Withholding with respect to his or her Individual Settlement Payment and shall hold Defendant harmless from any and all liability with regard thereto.

5.4. PAYMENT TO PAGA SETTLEMENT CLASS

Each member of the PAGA Settlement Class shall be entitled to receive a portion of the PAGA Payment. The PAGA Payment shall consist of the penalties pursuant to PAGA that the Parties have agreed is a reasonable sum to be paid in settlement of the PAGA claims included in the Action, which is $100,000.00. The PAGA Payment must be approved by the Court pursuant to Labor Code section 2699 and is to be distributed as follows: sixty-five percent (65%) (i.e., $65,000.00) to the LWDA and thirty-five percent (35%) (i.e., $35,000.00) to the PAGA Settlement Class. The portion of the PAGA Payment allocated to the PAGA Settlement Class shall be distributed to the PAGA Settlement Class based on the pro rata number of pay periods worked by each particular PAGA Settlement Class member during the PAGA Period as a proportion of all pay periods worked by all members of the PAGA Settlement Class during the PAGA Period.

5.5. TAX TREATMENT AND PAYMENT

For the purpose of calculating Employee's Taxes and Required Withholding for the Individual Settlement Payments for Class Participants (including any payments to the Class Representative but exclusive of his Incentive Award), the Parties agree that 20% of each Individual Settlement Payment shall constitute payment in the form of wages (and each Class Participant will be issued an IRS Form W-2 for such payment to him or her), and 80% of each Individual Settlement Payment shall constitute penalties and interest (and each Class Participant will be issued an IRS Form 1099 for such payment to him or her). Prior to the funding of the Gross Settlement Amount and final distribution, the Settlement Administrator shall calculate the total Employer's Taxes due on the wage portion of the

Class Participants' Individual Settlement Payments and issue instructions to Defendant to separately fund these tax obligations/withholdings. The Parties understand that Plaintiff and the Class Participants who receive any payment pursuant to this Settlement Agreement shall be solely responsible for all other individual tax obligations.

With respect to the PAGA Payment and any Individual PAGA Payments, all such payments shall be treated as payments owing for penalties and interest thereon and shall not be considered wages. The Settlement Administrator shall issue to members of the PAGA Settlement Class an IRS Form 1099 reflecting such payment. Members of the PAGA Settlement Class shall be solely responsible for the payment of all taxes with respect to any Individual PAGA Payments.

5.6. NO EFFECT ON EMPLOYEE BENEFIT PLANS

Neither the Class Settlement nor any amounts paid under the Class Settlement will modify any previously credited hours, days, or weeks of service under any employee benefit plan, policy or bonus program sponsored by Defendant. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under Defendant's sponsored benefit plans, policies, or bonus programs. The payments made under the terms of this Settlement Agreement shall not be applied retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of any of Defendant's benefit plan, policy, or bonus program. Defendant retains the right to modify the language of their benefits plans, policies, and bonus programs to reflect this intent and to make clear that any amounts paid pursuant to this Settlement Agreement are not for "weeks worked," "weeks paid," "weeks of service," or any similar measuring term as defined by applicable plans, policies, and bonus programs for purpose of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Settlement Agreement. Defendant does not consider the Class Settlement payments "compensation" for purposes of determining eligibility for, or benefit accrual within, any benefit plans, policies, or bonus programs, or any other plan sponsored by Defendant.

5.7. CLASS ATTORNEY FEES AND EXPENSES

As part of the motion for final approval of the Class Settlement, Class Counsel may apply for an award of Class Attorney Fees and Expenses with the fee portion not to exceed one-third of the

Gross Settlement Amount (i.e., $366,666.67) and the award of costs and expenses up to an additional $30,000.00. Defendant agrees to not object to any such fee, cost, or expense application in those amounts.

As a condition of this Class Settlement, Class Counsel has agreed to pursue fees only in the manner reflected by this subsection. Any Class Attorney Fees and Expenses awarded by the Court shall be paid from the Gross Settlement Amount prior to arriving at the Net Settlement Amount and shall not constitute payment to any Class Members. If Class Counsel voluntarily reduces the request for Class Attorney Fees and Expenses or the Court's award of Class Attorney Fees and Expenses is less than set forth above, the Net Settlement Amount shall be recalculated to reflect the actual Class Attorney Fees and Expenses awarded.

The Class Attorney Fees and Expenses approved by the Court shall reflect: (a) all work performed and costs and expenses incurred by, or at the direction of, any attorney purporting to represent the Settlement Class through the date of this Settlement Agreement; (b) all work to be performed and costs to be incurred in connection with approval by the Court of the Class Settlement; (c) all work to be performed and costs and expenses, if any, incurred in connection with administering the Class Settlement through the Effective Date and dismissal of the Action with prejudice; and (d) may be based on the "catalyst theory" and/or the "common fund doctrine."

6. SETTLEMENT ADMINISTRATION

6.1. COSTS AND EXPENSES

All costs and expenses due to the Settlement Administrator in connection with its administration of the Class Settlement, including, but not limited to, providing the Class Notice, locating Class Members, processing Opt Out requests and objections, distributing the portion of the PAGA Payment payable to the LWDA, distributing the Individual PAGA Payments payable to the members of the PAGA Settlement Class, and calculating, administering and distributing Individual Settlement Payments to the Class Participants and related tax forms, shall be paid from the Gross Settlement Amount, and is not expected to exceed $16,000.00.

6.2. PAYMENT BY DEFENDANT

Defendant shall deposit the Gross Settlement Amount in a lump sum payment plus the Employers Taxes to the Settlement Administrator within fourteen (14) days of the Effective Date. In no event shall Defendant be obligated to pay or deposit with the Settlement Administrator more than $1,100,000.00 plus the Employer's Taxes, except where the Escalator Provision is triggered.

7. NOTICE TO CLASS MEMBERS AND CLAIMS ADMINISTRATION PROCESS

7.1. THE SETTLEMENT ADMINISTRATOR

The Settlement Administrator will be responsible for: mailing the Class Notice and Share Form (**Exhibit 1** and **Exhibit 2**, respectively) to Class Members in both English and Spanish; posting notice of entry of final order and judgment certifying the Class Settlement and approving this Settlement Agreement on its website at a web address to be included in the Class Notice; handling inquiries from Class Members concerning the Class Notice; determining Individual Settlement Payments; determining individual payments to members of the PAGA Settlement Class; maintaining the settlement funds in an appropriate interest-bearing account; preparing, administrating, and distributing Individual Settlement Payments to Class Participants; preparing, administrating, and distributing Individual PAGA Payments to members of the PAGA Settlement Class; distributing the portion of the PAGA Payment payable to the LWDA; issuing a final report and performing such other duties as the Parties may direct. Additionally, the Settlement Administrator will handle all tax document preparation and reporting, including state and federal tax forms, if any.

On a weekly basis, the Settlement Administrator will provide reports to Class Counsel and Defense Counsel with summary information updating them as to the number of validated and timely objections and Opt Out requests. The Settlement Administrator will serve on Class Counsel and Defense Counsel via e-mail date-stamped copies of the original Opt Out requests and objections no later than seven (7) days after their receipt.

No later than thirty (30) days prior to the Final Approval and Fairness Hearing, the Settlement Administrator will compile and deliver to Class Counsel and Defense Counsel a report with summary information regarding: (a) the total amount of final Individual Settlement Payments of each Class

Participant, without any identifying personal information; (b) the number of Class Participants to receive such payments, and (c) the final number of Opt-Outs and objections.

Administrative Expenses are not anticipated to exceed $16,000.00. Prior to the calculation and distribution of the Individual Settlement Payments, the Settlement Administrator shall calculate the total Administrative Expenses through the conclusion of their services and such actual amount will be deducted from the Gross Settlement Amount.

7.2. CLASS NOTICE TO CLASS MEMBERS

Class Notices shall be provided to Class Members in the following manner: Within thirty (30) days after the Preliminary Approval Date, Defendant shall provide the Settlement Administrator with an updated list of Class Members and members of the PAGA Settlement Class containing names, Social Security numbers, number of workweeks worked during the Class Period, number of pay periods worked during the PAGA Period, and last-known addresses (the "Database"). The Database shall be marked "Confidential – Settlement Administrator's Eyes Only." Class Counsel shall not receive a copy of this list.

Within fourteen (14) days following receipt of the Database, the Settlement Administrator shall send each Class Member the Class Notice via first-class, United States mail, in English and Spanish. The Class Notice shall also contain an easily-understood statement alerting the Class Members that unless they elect to Opt Out of the Class Settlement, the Class Member is releasing and waiving all Released Class Claims against the Released Parties. The Class Notice shall also alert the PAGA Settlement Class that they are releasing and waiving all Released PAGA Claims against the Released Parties.

The Class Notice will inform Class Members of their estimated share of the settlement and the number of workweeks they worked during the Class Period and pay periods they worked during the PAGA Period. Class Members may dispute their workweeks and/or pay periods if they believe they worked more weeks in the Class Period or pay periods in the PAGA Period than Defendant's records show by submitting information to the Settlement Administrator no later than forty-five (45) days after being mailed the Class Notice and Share Form by the Settlement Administrator, which is the defined Response Deadline. The Settlement Administrator will jointly work with Plaintiff and

Defendant to resolve the dispute in good faith. If Plaintiff and Defendant cannot agree over the workweeks and/or pay periods to be credited, the Settlement Administrator shall make the final decision based on the information presented by the Class Member and Defendant.

7.3. OPT OUT PROCEDURE

Class Members who do not timely Opt Out of the Class Settlement will be deemed to participate in the Class Settlement and shall become Class Participants without having to submit a claim form or take any other action. To Opt Out of the Class Settlement, the Class Member must submit a letter or postcard to the Settlement Administrator by the Response Deadline. The Opt Out request must state the Class Member's name, address, telephone number, and signature. The Opt Out request should state something to the effect of:

> "I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *ROBERT AMAYA V. SAIA MOTOR FREIGHT LINE, LLC, ET AL.* LAWSUIT."

Any Opt Out request that is not postmarked by the Response Deadline will be invalid. If prior to the Response Deadline any Class Notice mailed to a Class Member is returned as having been undelivered by the United States Postal Service, the Settlement Administrator shall perform a skip trace search and seek an address correction for such Class Members, and a second Class Notice will be sent to any new or different address obtained. Such Class Members shall have an additional fourteen (14) days from the date of the mailing of the second Class Notice in which to Opt Out, object, or dispute the information provided in the Share Form if the Response Deadline would have otherwise passed prior to fourteen (14) days from the date of the mailing of the second Class Notice.

It will be presumed that, if an envelope containing the Class Notice has not been returned within thirty (30) days of the mailing, the Class Member received the Class Notice. At least twenty-one (21) days prior to the Final Approval and Fairness Hearing, the Settlement Administrator shall provide Class Counsel and Defense Counsel with a Declaration of Due Diligence and Proof of Mailing with regard to the mailing of the Class Notice and its attempts to locate Class Members. The declaration shall specify the number of Class Members to whom the Class Notice was sent and the number of

Class Members to whom the Class Notice was not delivered, as well as information relating to the number of Opt-Outs and objectors. Class Counsel shall file this declaration with the Court.

If the Settlement Administrator determines that an Opt Out request returned by a Class Member before the Response Deadline is deficient, then the Settlement Administrator shall mail a deficiency letter to that Class Member identifying the problem. If a Class Member submits both a dispute and an Opt Out request, the Settlement Administrator shall make reasonable attempts to clarify as if the Opt Out request were deficient. If the Class Member fails to cure the deficiency, the Opt Out request shall be disregarded and the Class Member will become bound by the judgment.

Class Participants will be bound by the Release of Released Class Claims set forth in the definition of "Released Claims" provided in this Settlement Agreement.

A request to Opt Out of the Class Settlement shall ***not*** serve to exclude the Class Member from participation in the PAGA Settlement Class. Opt-Outs shall still be entitled to their Individual PAGA Payment. Class Members who are also members of the PAGA Settlement Class shall have no right or ability to opt out of the portion of this Settlement Agreement releasing PAGA claims. All of the PAGA Settlement Class will be bound by the Release of Released PAGA Claims set forth in the definition of "Released Claims" provided in this Settlement Agreement.

7.4. OBJECTION PROCEDURE

The Class Notice shall inform the Class Members of their right to object to the Class Settlement if they do not Opt Out. Any Class Participants who wish to object to the Class Settlement may submit a written objection to the Settlement Administrator no later than the Response Deadline. Only Class Participants may object to the Settlement. The objection should include the objector's name, address, telephone number, dates of employment with Defendant, case name and number and must set forth, in clear and concise terms, a statement of the reasons why the objector believes that the Court should find that the proposed Class Settlement is not in the best interest of the Settlement Class and the reasons why the Class Settlement should not be approved, including the legal and factual arguments supporting the objection. If an objector also wishes to appear at the Final Approval and Fairness Hearing, in person or through an attorney, they may do so. The Settlement Administrator will promptly serve copies of any objection or notice of intention to appear on Class Counsel and Defense Counsel.

Class Members wishing to make an objection may appear at the Final Approval and Fairness Hearing, either in person or through a lawyer retained at their own expense.

7.5. NOTICE OF FINAL JUDGMENT

Within seven (7) days after the Court has held a Final and Fairness Approval Hearing and entered a final order certifying the Class for settlement purposes only and approving the Class Settlement, the Settlement Administrator will give notice of judgment to Class Members pursuant to rule 3.771(b) of the California Rules of Court, by posting a copy of said order and final judgment on its website at a web address to be included in the Class Notice.

8. CLASS SETTLEMENT FUNDING AND DISTRIBUTION

8.1. ALLOCATION OF THE GROSS SETTLEMENT AMOUNT

The claims of all Class Members are settled for the Gross Settlement Amount of $1,100,000.00, which will be allocated as follows:

1. The Administrative Expenses, estimated not to exceed $16,000.00;
2. Class Counsel's attorney fees not to exceed $366,666.67;
3. Class Counsel's litigation costs and expenses not to exceed $30,000.00;
4. The Incentive Award, not to exceed $10,000.00;
5. PAGA Payment to LWDA of $65,000.00;
6. Individual PAGA Payments to Aggrieved Employees of $35,000.00; and
7. Individual Settlement Payments.

For purposes of calculating the estimated Individual Settlement Payments, the Settlement Administrator shall calculate the estimated Net Settlement Amount based on the estimated values provided above prior to sending Class Notice to the Class Members. Prior to final distribution, the Settlement Administrator shall recalculate the final Net Settlement Amount based on the actual values of the amounts in each category.

8.2. CALCULATION OF THE INDIVIDUAL SETTLEMENT PAYMENTS FOR CLASS PARTICIPANTS

Individual Settlement Payments to be paid to Class Participants shall be paid from the Net Settlement Amount. The portion of the Net Settlement Amount shall be distributed on a pro rata basis based on the proportional number of weeks worked by each Class Member during the Class Period.

Defendant will provide the Settlement Administrator with any information reasonably necessary to perform the calculation of number of workweeks for each Class Member, and any other reasonably required information the Settlement Administrator requests to perform the calculations required under this Settlement Agreement. Defendant shall have no responsibility for deciding the validity of the Individual Settlement Payments or any other payments made pursuant to this Settlement Agreement, shall have no involvement in or responsibility for the determination or payment of Employee's Taxes and Required Withholding, and shall have no liability for any errors made with respect to such Employee's Taxes and Required Withholding. Although the Settlement Administrator will calculate and pay the standard Employee's Taxes and Required Withholding on the portion of the Individual Settlement Payments constituting wages on their behalf, Plaintiff and Class Participants represent and understand that they shall be solely responsible for any and all tax obligation associated with their respective Individual Settlement Payments and Incentive Award.

8.3. CALCULATION OF THE INDIVIDUAL PAGA PAYMENTS

Each member of the PAGA Settlement Class shall be entitled to receive a portion of the PAGA Payment. The PAGA Payment shall consist of the penalties pursuant to PAGA that the Parties have agreed is a reasonable sum to be paid in settlement of the PAGA claims included in the Action, which is $100,000.00. The PAGA Payment is to be approved by the Court pursuant to Labor Code section 2699 and is to be distributed as follows: sixty-five percent (65%) (i.e., $65,000.00) to the LWDA and thirty-five percent (35%) (i.e., $35,000.00) to the PAGA Settlement Class.

The portion of the PAGA Payment allocated to the PAGA Settlement Class shall be distributed to the PAGA Settlement Class based on the pro rata number of pay periods worked by each particular PAGA Settlement Class member during the PAGA Period as a proportion of all pay periods worked by all PAGA Settlement Class members during the PAGA Period. Each member of the PAGA

Settlement Class, including Plaintiff, shall be solely responsible for any and all tax obligations associated with their Individual PAGA Payment and shall hold Defendant harmless from any and all liability with regard thereto.

Defendant will provide the Settlement Administrator with any information reasonably necessary to perform the calculation of number of pay periods worked for each PAGA Settlement Class member, and any other reasonably required information the Settlement Administrator requests to perform the calculations required under this Settlement Agreement. Defendant shall have no responsibility for deciding the validity of the individual payment amounts allocated to each member of the PAGA Settlement Class or any other payments made pursuant to this Settlement Agreement.

8.4. TIME FOR PAYMENT OF ATTORNEY FEES AND EXPENSES

The Settlement Administrator shall distribute to Class Counsel any attorney fees and expenses approved by the Court no later than twenty-one (21) days after the Effective Date.

8.5. TIME FOR PAYMENT OF INCENTIVE AWARD

The Settlement Administrator shall distribute to Plaintiff the Incentive Award approved by the Court no later than twenty-one (21) days after the Effective Date.

8.6. TIME FOR PAYMENT OF PAGA PAYMENT TO THE LWDA

The Settlement Administrator shall distribute to the LWDA the portion of the PAGA Payment due to it and approved by the Court no later than twenty-one (21) days after the Effective Date.

8.7. TIME FOR PAYMENT OF INDIVIDUAL SETTLEMENT PAYMENTS AND INDIVIDUAL PAGA PAYMENTS

The Settlement Administrator shall mail the Individual Settlement Payment to each Class Participant and Individual PAGA Payment to each member of the PAGA Settlement Class, by first-class United States mail, to the last-known address no later than twenty-one (21) days after the Effective Date.

Within two hundred ten (210) days of mailing the Individual Settlement Payments to Class Participants and Individual PAGA Payments to each member of the PAGA Settlement Class, the Settlement Administrator shall provide to Class Counsel a declaration of payment. If any Class Participant or member of the PAGA Settlement Class is deceased, payment shall be made payable to

the estate of that Class Member or member of the PAGA Settlement Class and delivered to the executor or administrator of that estate, unless the Settlement Administrator has received an affidavit or declaration pursuant to California Probate Code section 13101, in which case payment shall be made to the affiant(s) or declarant(s).

8.8. NON-CASHED SETTLEMENT CHECKS

Any funds associated with checks that have not been cashed within one hundred eighty (180) days, will become void and the Individual Settlement Payment associated with the uncashed check will be remitted pursuant to Code of Civil Procedure section 384 to the California State Controller for deposit in the Unclaimed Property Fund in the name of the individual whose check was uncashed. The Parties agree that this disposition results in no "unpaid residue" within the meaning of California Code of Civil Procedure section 384, as the entire Net Settlement Amount will be paid out to Class Participants, whether or not they all cash their Individual Settlement Payment checks. Therefore, Defendant shall not be required to pay any interest on said amount.

8.9. DISPUTES REGARDING CLASS MEMBER WORKWEEKS/PAY PERIODS DATA OR PAYMENT OF INDIVIDUAL SETTLEMENT PAYMENTS AND INDIVIDUAL PAGA PAYMENTS

The number of workweeks and pay periods worked by Class Members and the corresponding Individual Settlement Payment and Individual PAGA Payment shall be calculated using the employment and payroll records of Defendant, which presumptively shall be deemed to be full, complete, and accurate for purposes of this Settlement Agreement. To overcome that presumption, any Class Member objecting to the accuracy of the number of workweeks or pay periods must submit documentary evidence, such as pay stubs or other written employment records, to the Settlement Administrator. Each Class Member may dispute the number of workweeks, number of pay periods, their estimated Individual Settlement Payment, or their estimated Individual PAGA Payment contained on their Class Notice ("Dispute"). Any such Dispute must be mailed to the Settlement Administrator by the Class Member, postmarked on or before the Response Deadline. The Settlement Administrator shall immediately provide copies of all Disputes to counsel for Defendant, shall inform Class Counsel of the Dispute without disclosing the identity of the Class Member making the Dispute,

and shall immediately attempt to resolve all such Disputes directly with relevant Class Members with the assistance of Defendant, Defense Counsel, and Class Counsel. If the Dispute cannot be resolved, it shall be submitted to the Settlement Administrator for its final, non-appealable decision. The Settlement Administrator shall use its best efforts to resolve all such Disputes prior to the Effective Date. If, however, a Dispute arises or is not resolved until after the Settlement Amount has been distributed, the initial calculation shall stand (as Defendant shall be under no obligation to pay any amounts in excess of the Gross Settlement Amount under this Settlement Agreement).

9. NULLIFICATION OF THIS SETTLEMENT AGREEMENT

9.1. NON-APPROVAL OF THIS SETTLEMENT AGREEMENT

The Class Settlement and conditional class certification shall be considered null and void, and neither the Class Settlement, conditional class certification, nor any of the related negotiations or proceedings, shall be of any force or effect, and all Parties to the Class Settlement shall stand in the same position, without prejudice, as if the Class Settlement had been neither entered into nor filed with the Court, if any of the following occur: (a) the Court should for any reason fail to approve this Settlement Agreement in the form agreed to by the Parties; (b) the Court should for any reason fail to enter a judgment with prejudice of the Action, or (c) the approval of the Class Settlement and judgment is reversed, modified, or declared or rendered void. Notwithstanding the foregoing, the Parties may attempt in good faith to cure any perceived defects in this Settlement Agreement to facilitate approval.

9.2. PARTIES' RIGHTS TO VOID CLASS SETTLEMENT; ESCALATOR PROVISION

Defendant estimates that, at the time of mediation on May 18, 2026, Class Members worked 88,663 workweeks during the Class Period. If the actual number of workweeks worked by Class Members eligible to participate in the Settlement is greater than 10% of this estimate (i.e., by more than 8,866 workweeks), then Defendant has the option to either: (1) agree to increase the Gross Settlement Amount attributable to non-PAGA claims on a proportional basis above 10% (i.e., if there is an 11% increase in the number of workweeks during the Class Period, Defendant would agree to increase the Gross Settlement Amount attributable to non-PAGA claims by 1%); or (2) elect to end the Class Period on an earlier date at the

Defendant's discretion in order to limit the covered workweeks to 10% more than the estimate provided (i.e., to the date on which the workweeks do not exceed 97,529) in lieu of paying an increase to the Gross Settlement Amount. If the actual number of pay periods worked by PAGA Settlement Class members is greater than 10% of 43,249 pay periods (i.e., by more than 4,324 pay periods), then Defendant has the option to either: (1) agree to increase the Gross Settlement Amount attributable to PAGA claims on a proportional basis above 10% (i.e., if there is an 11% increase in the number of pay periods during the PAGA Period, Defendant would agree to increase the Gross Settlement Amount attributable to PAGA claims by 1%); or (2) elect to end the PAGA Period on an earlier date at the Defendant's discretion in order to limit the covered pay periods to 10% more than the estimate provided (i.e., to the date on which the pay periods do not exceed 47,573) in lieu of paying an increase to the Gross Settlement Amount. If this provision is triggered so as to increase the GSA, the Parties agree that the portion of the GSA allocated to attorneys' fees will increase proportionally such that the total amount of attorneys' fees remains one-third of the GSA after the upward adjustment required by this provision is implemented.

9.3. INVALIDATION

Invalidation of any material portion of this Settlement Agreement shall invalidate the Class Settlement in its entirety, unless the Parties subsequently agree in writing that the remaining provisions of the Class Settlement are to remain in full force and effect.

9.4. STAY ON APPEAL

If a timely appeal from the approval of the Class Settlement and judgment, the judgment shall be stayed, and Defendant shall not be obligated to fund the Gross Settlement Amount or take any other actions required by this Settlement Agreement until all appeal rights have been exhausted by operation of law.

10. MOTIONS FOR COURT APPROVAL

10.1. PRELIMINARY APPROVAL

As soon as practicable after execution of this Settlement Agreement, Class Counsel will submit this Settlement Agreement to the Court along with a Motion for Preliminary Approval of the Class Settlement. Each party shall cooperate to present the Class Settlement to the Court for preliminary

approval in a timely fashion. At least seven (7) days before filing a Motion for Preliminary Approval of the Class Settlement, Class Counsel will provide Defense Counsel with drafts of all documents Class Counsel intends to file in support thereof.

10.2. FINAL APPROVAL

The Final Approval and Fairness Hearing shall be held before the Court. At the Final Approval and Fairness Hearing, Plaintiff shall move the Court for the entry of the final order certifying the Settlement Class for settlement purposes only and approving the Class Settlement as being fair, reasonable, and adequate to the Class Participants within the meaning of California Rules of Court, Rule 3.769, subdivisions (c), (d) and (e), and for the entry of a final judgment of the Action consistent with the terms of the Class Settlement and rule 3.769, subdivision (h), of the California Rules of Court. Class Counsel and Defense Counsel shall submit to the Court such pleadings and/or evidence as may be required for the Court's determination. At least seven (7) days before filing a Motion for Final Approval of the Class Settlement, Class Counsel will provide Defense Counsel with drafts of all documents Class Counsel intends to file in support thereof.

11. RELEASES AND WAIVERS

11.1. RELEASE OF CLAIMS BY THE SETTLEMENT CLASS

Upon the Effective Date, the Releasing Parties shall be deemed to each release the Released Parties, and each of them, of and from any and all Released Class Claims arising during the Class Period. It is the desire of the Parties and the Releasing Parties to fully, finally, and forever settle, compromise, and discharge the Released Class Claims. Each of the Releasing Parties, including each Class Participant, will be bound by the release of Released Class Claims as a result of the Class Settlement and to the terms of the final judgment and the satisfaction of such judgment.

Class Participants will be deemed to have acknowledged and agreed that their claims for wages and/or penalties in the Action are disputed, and that their Individual Settlement Payment constitutes payment of all sums allegedly due to them. Class Participants will be deemed to have acknowledged and agreed that California Labor Code section 206.5 is not applicable to the Individual Settlement Payment. That section provides in pertinent part as follows:

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

11.2. RELEASE OF CLAIMS BY THE PAGA SETTLEMENT CLASS

Upon the Effective Date, the PAGA Settlement Class shall be deemed to each release the Released Parties, and each of them, of and from any and all Released PAGA Claims arising during the PAGA Period. It is the desire of the Parties and the PAGA Settlement Class to fully, finally, and forever settle, compromise, and discharge the Released PAGA Claims. Each of the PAGA Settlement Class members will be bound by the release of Released PAGA Claims as a result of the Class Settlement and to the terms of the final judgment and the satisfaction of such judgment.

11.3. RELEASE OF CLAIMS BY PLAINTIFF

Plaintiff, on behalf of himself and his dependents, heirs and assigns, beneficiaries, devisees, legatees, executors, administrators, agents, trustees, conservators, guardians, personal representatives, and successors-in-interest, whether legal, equitable, direct or indirect, or any other type or in any other capacity, shall and does hereby forever release, discharge and agree to hold harmless 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 attorney fees and costs), known or unknown, at law or in equity, which he may now have or may have after the signing of this Settlement Agreement, arising out of or in any way connected with his employment with Defendant including, the Released Claims, claims that were asserted or could have been asserted in the Complaint, and any and all transactions, occurrences, or matters between the Parties occurring prior to the date this Settlement Agreement is fully executed. Without limiting the generality of the foregoing, this release shall include, but not be limited to, any and all claims under: (a) the Americans with Disabilities Act; (b) Title VII of the Civil Rights Act of 1964; (c) the Civil Rights Act of 1991; (d) 42 U.S.C. § 1981; (e) the Age Discrimination in Employment Act; (f) the Fair Labor Standards Act; (g) the Equal Pay Act; (h) the Employee Retirement Income Security Act, as amended; (i) the Consolidated Omnibus Budget Reconciliation

Act; (j) the Rehabilitation Act of 1973; (k) the Family and Medical Leave Act; (l) the Civil Rights Act of 1966; (m) the California Fair Employment and Housing Act; (n) the California Constitution; (o) the California Labor Code; (p) the California Government Code; (q) the California Civil Code; and (r) any and all other federal, state, and local statutes, ordinances, regulations, rules, and other laws, and any and all claims based on constitutional, statutory, common law, or regulatory grounds as well as any other claims based on theories of wrongful or constructive discharge, breach of contract or implied contract, fraud, misrepresentation, promissory estoppel, or intentional infliction of emotional distress, negligent infliction of emotional distress, or damages under any other federal, state, or local statutes, ordinances, regulations, rules, or laws. This release is for any and all relief, no matter how denominated, including, but not limited to, back pay, front pay, vacation pay, bonuses, compensatory damages, tortious damages, liquidated damages, punitive damages, damages for pain and suffering, and attorneys' fees and costs, and Plaintiff hereby forever releases, discharges and agrees to hold harmless Defendant and the Released Parties from any and all claims for attorneys' fees and costs arising out of the matters released in this Settlement Agreement.

Plaintiff specifically acknowledges that he is aware of and familiar with the provisions of California Civil Code section 1542, which provides as follows:

> "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."

Plaintiff, being aware of California Civil Code section 1542, hereby expressly waives and relinquishes all rights and benefits he may have under section 1542 as well as any other statutes or common law principles of a similar effect. Plaintiff may hereafter discover facts in addition to or different from those which he now knows or believes to be true with respect to the subject matter of all the claims referenced herein, but agrees that, upon the Effective Date, Plaintiff shall and hereby does fully, finally, and forever settle and release any and all claims against the Released Parties, known or unknown, suspected or unsuspected, contingent or non-contingent, that were asserted or could have

been asserted upon any theory of law or equity without regard to the subsequent discovery of existence of such different or additional facts.

11.4. CIRCULAR 230 DISCLAIMER

Each party to this Settlement Agreement (for purposes of this section, the "Acknowledging Party"; and each party to this Agreement other than the Acknowledging Party, an "Other Party") acknowledges and agrees that (1) no provision of this Settlement Agreement, and no written communication or disclosure between or among the parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10); (2) the Acknowledging Party (a) has relied exclusively upon her or its own independent legal and tax advisers for advice (including tax advice) in connection with this Settlement Agreement, (b) has not entered into this Settlement Agreement based upon the recommendation of any other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the Acknowledging Party; and (3) no attorney or adviser to any other party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the Acknowledging Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Settlement Agreement.

12. DUTIES OF THE PARTIES

12.1. MUTUAL FULL COOPERATION

The Parties agree to cooperate fully with one another to accomplish and implement the terms of this Settlement Agreement. Such cooperation shall include, but not be limited to, execution of such other documents and the taking of such other actions as may reasonably be necessary to fulfill the terms of this Settlement Agreement. The Parties shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by court order 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, with the cooperation of

Defendant and Defense Counsel, shall take all necessary and reasonable steps to secure the Court's final approval of this Settlement Agreement.

12.2. DUTY TO SUPPORT AND DEFEND THE CLASS SETTLEMENT

The Parties agree to abide by all of the terms of this Settlement Agreement in good faith and to support the Class Settlement fully and to use their best efforts to defend this Class Settlement from any legal challenge, whether by appeal or collateral attack.

12.3. DUTIES PRIOR TO COURT APPROVAL

Class Counsel shall promptly submit this Settlement Agreement to the Court for preliminary approval and determination by the Court as to its fairness, adequacy, and reasonableness. Promptly upon execution of this Settlement Agreement, Class Counsel shall apply to the Court for the entry of a preliminary order scheduling a hearing on the question of whether the proposed Class Settlement should be approved as fair, reasonable, and adequate as to the Class Members, approving as to form and content the proposed Class Notice and Share Form attached hereto as **Exhibit 1** and **Exhibit 2**, respectively, and directing the mailing of the Class Notice and Share Form to Class Members.

13. MISCELLANEOUS PROVISIONS

13.1. VOIDING THIS SETTLEMENT AGREEMENT

Pending Court approval and other than as provided herein, if any of the conditions set forth in this Settlement Agreement are not met and satisfied, this Settlement Agreement may, at the option of either Plaintiff or Defendant, be ineffective, void, and of no further force and effect, and may not be used or be admissible in any subsequent proceeding, either in this Court or in any other court or forum. If either Party decides to void the Settlement Agreement, then the Settlement Agreement and conditional class certification shall be considered void, and neither the Settlement Agreement, conditional class certification, nor any of the related negotiations or proceedings, shall be of any force or effect, and the Parties shall stand in the same position, without prejudice, as if this Settlement Agreement had been neither entered into nor filed with the Court. Should any Party choose to void the Class Settlement under this subsection, such Party shall be responsible for all Settlement Administrator fees and costs actually incurred.

13.2. DEFENDANT'S RIGHT TO WITHDRAW FROM THE SETTLEMENT

If the number of valid Opt Outs exceeds 5% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from this Settlement Agreement. The Parties agree that, if Defendant withdraws, the Settlement Agreement shall be ineffective, void, and of no further force and effect, and may not be used or be admissible in any subsequent proceeding, either in this Court or in any other court or forum. If Defendant decides to void the Settlement Agreement, then the Settlement Agreement and conditional class certification shall be considered void, and neither the Settlement Agreement, conditional class certification, nor any of the related negotiations or proceedings, shall be of any force or effect, and the Parties shall stand in the same position, without prejudice, as if this Settlement Agreement had been neither entered into nor filed with the Court. However, Defendant will remain responsible for paying all Settlement Administrator fees and costs actually incurred. Defendant must notify Class Counsel and the Court of its election to withdraw not later than ten (10) days after the Settlement Administrator provides Defense Counsel with the final number of Opt-Outs and objectors.

13.3. DIFFERENT FACTS

The Parties acknowledge that, except for matters expressly represented herein, the facts in relation to the dispute and all claims released by the terms of this Settlement Agreement may turn out to be different from the facts now known by each party and/or its counsel, or believed by such Party or counsel to be true, and each Party therefore expressly assumes the risk of the existence of different or presently unknown facts, and agrees that this Settlement Agreement shall be in all respects effective and binding despite such difference.

13.4. NO PRIOR ASSIGNMENTS

The Parties 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 right herein released and discharged except as set forth herein.

13.5. NON-ADMISSION

Nothing in this Settlement Agreement shall be construed as or deemed to be an admission by any Party of any liability, culpability, negligence, or wrongdoing toward any other Party, or any other person, and the Parties specifically disclaim any liability, culpability, negligence, or wrongdoing toward each other or any other person. Each of the Parties has entered into this Settlement Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and contingencies. Nothing herein shall constitute any admission by Defendant of wrongdoing or liability, or of the truth of any factual allegations in the Action. Nothing herein shall constitute any admission by Defendant regarding the merits of the Claims in this Action, including but not limited to claims for unpaid wages or violations under California or federal law. Nothing herein shall constitute an admission by Defendant that the Action was properly brought as a class or representative action other than for settlement purposes. To the contrary, Defendant has denied and continues to deny each and every material factual allegation and all Claims. To this end, the Class Settlement of the Action, the negotiation and execution of this Settlement Agreement, and all acts performed or documents executed pursuant to or in furtherance of this Settlement Agreement or the Class Settlement are not, shall not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability on the part of Defendant or of the truth of any of the factual allegations in the Complaint in the Action; and are not, shall not be deemed to be, and may not be used as, an admission or evidence of any fault or omission on the part of Defendant in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal.

13.6. NON-EVIDENTIARY USE

Neither this Agreement nor any of its terms, nor any statements or conduct in the negotiation or drafting of it, shall be offered or used as evidence by Plaintiff, any Class Member (including any individual who requested to be excluded from the Settlement Class), Defendant, or its, her, his, or their respective counsel, in the Action, except as is reasonably necessary to effectuate the Settlement Agreement's purpose and terms. This Settlement Agreement may, however, be used by Defendant and the Released Parties to prove or defend against any claim released herein by any Class Member in any judicial, quasi-judicial, administrative, or governmental proceeding.

13.7. MEDIA OR PRESS

Plaintiff and Defendant, and their respective counsel, recognize, accept, and agree that the Parties to this Settlement Agreement desire that the terms of this Settlement Agreement, the fact of the Class Settlement embodied in this Settlement Agreement, the disposition of the Action, the Action, and all matters relating to the litigation of the Action, including discovery proceedings therein, and evidence obtained during the course of the Action, shall not be discussed with or presented to the media or press.

13.8. NON-RETALIATION

Defendant understands and acknowledges that it has a legal obligation to not retaliate against any Class Member who elects to participate in the Class Settlement or elects to Opt Out of the Class Settlement. Defendant will refer any inquiries regarding this Class Settlement to the Settlement Administrator or Class Counsel and will not discourage Class Members who are employees, directly or indirectly, from making claims, opting out, or objecting to the Class Settlement. None of the Parties, or their respective attorneys or agents, shall solicit or encourage any Class Members, directly or indirectly, to Opt Out of the Class Settlement.

13.9. CONSTRUCTION

The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arms-length, non-collusive negotiations between the Parties and that this Settlement Agreement is not to be construed in favor of or against any party by reason of the extent to which any party or its counsel participated in the drafting of this Settlement Agreement. If any of the dates in this Settlement Agreement fall on a weekend, bank or court holiday, the time to act shall be extended to the next business day.

13.10. GOVERNING LAW

This Settlement Agreement is intended to and shall be governed by the laws of the State of California, without regard to conflict of law principles, in all respects, including execution, interpretation, performance, and enforcement.

13.11. NOTICES

Except for Class Notices required to be made by the Settlement Administrator, all notices or other communications required or permitted under this Settlement Agreement shall be in writing and shall be sufficiently given if delivered in person to the party or their counsel by U.S. certified mail, postage prepaid, e-mail, facsimile, or overnight delivery addressed to the address of the party appearing in this Settlement Agreement.

13.12. CAPTIONS AND INTERPRETATIONS

Section titles or captions contained herein are inserted as a matter of convenience and for reference only and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any provision thereof.

13.13. MODIFICATION

This Settlement Agreement may not be changed, altered, or modified, except in writing signed by the Parties or the Parties' counsel on their behalf. If preliminary or final approval of this Settlement Agreement has been granted by the Court, then any such amendments or modifications to this Settlement Agreement shall be 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 the Parties.

13.14. INTEGRATION CLAUSE

This Settlement Agreement contains the entire agreement between the Parties relating to the Class Settlement of the Action and the transactions contemplated thereby, 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 hereby superseded. No rights under this Settlement Agreement may be waived except in writing as provided above.

13.15. SUCCESSORS AND ASSIGNS

This Settlement Agreement shall be binding on and inure to the benefit of the Parties and Class Members (excluding only persons who timely Opt Out) and their respective present and former heirs, trustees, executors, administrators, representatives, officers, directors, shareholders, agents, employees, insurers, attorneys, accountants, auditors, advisors, consultants, pension plans, welfare

benefit plans, fiduciaries, parent companies, subsidiaries, affiliates, related companies, joint ventures, predecessors, successors, and assigns.

13.16. CORPORATE SIGNATORIES

Any person executing this Settlement Agreement or any such related document on behalf of a corporate signatory or on behalf of a partnership hereby warrants and promises, for the benefit of all Parties hereto, that such person has been duly authorized by such corporation or partnership to execute this Settlement Agreement or any such related document.

13.17. EXECUTION IN COUNTERPARTS

This Settlement Agreement shall become effective upon its execution by all of the undersigned. The Parties may execute this Settlement Agreement electronically and in counterparts, and execution of counterparts shall have the same force and effect as if all Settling Parties had signed the same instrument.

13.18. ATTORNEY FEES, COSTS, AND EXPENSES

Except as otherwise specifically provided for herein, each party shall bear her or its own attorney fees, costs, and expenses, taxable or otherwise, incurred by them in or arising out of the Action and shall not seek reimbursement thereof from any other party to this Settlement Agreement.

13.19. ACTION TO ENFORCE AGREEMENT

In any suit or court action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover her or its attorneys' fees and costs.

14. EXECUTION

The Parties and their counsel have executed this Settlement Agreement on the date below their signatures or the signature of their representatives. The date of this Settlement Agreement shall be the date of the latest signature.

APPROVAL AND EXECUTION BY PARTIES

CLASS REPRESENTATIVE:

Dated: 07 / 13 / 2026

Robert Amaya
Plaintiff and Class Representative

DEFENDANT:

Dated: 7/13/2026

Saia Motor Freight Line, LLC

By: Marlin Maxwell
Title: Director of Legal Affairs

APPROVED AS TO FORM BY COUNSEL

CLASS COUNSEL:

Dated: _____

ABRAMSON LABOR GROUP

Megan E. Ross
Michiko Vartanian
Attorneys for Plaintiff

DEFENDANT'S COUNSEL:

Dated: July 14, 2026

BRYAN CAVE LEIGHTON PAISNER LLP

Christopher J. Archibald
Ethan W. Smith
Attorneys for Defendant

Doc ID: 8a3cfb64e2f262a4f6fd25092d760578d410bfb5

APPROVAL AND EXECUTION BY PARTIES

CLASS REPRESENTATIVE:

Dated: _____

_____
Robert Amaya
Plaintiff and Class Representative

DEFENDANT:

Dated: _____

Saia Motor Freight Line, LLC

_____
By: Marlin Maxwell
Title: Director of Legal Affairs

APPROVED AS TO FORM BY COUNSEL

CLASS COUNSEL:

Dated: July 10, 2026

ABRAMSON LABOR GROUP

_____
Megan E. Ross
Michiko Vartanian
Attorneys for Plaintiff

DEFENDANT'S COUNSEL:

Dated: _____

BRYAN CAVE LEIGHTON PAISNER LLP

_____
Christopher J. Archibald
Ethan W. Smith
Attorneys for Defendant

Exhibit 1

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

Robert Amaya v. Saia Motor Freight Line, LLC
San Bernardino County Superior Court Case No. CIVSB2511628

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

A proposed class action and Private Attorneys General Act ("PAGA") settlement agreement (the "Settlement") has been reached between: (1) Plaintiff Robert Amaya ("Plaintiff"), individually and in his representative capacity on behalf of a group of prospective class members defined below, and as a private attorney general on behalf of the State of California; and (2) Defendant Saia Motor Freight Line, LLC ("Defendant") (Plaintiff and Defendant are together referred to as the "Parties").

The Settlement resolves disputed claims against Defendant arising out of its alleged wage and hour practices during the period from September 21, 2021 through _____ (the "Class Period") as applied to all persons employed by Defendant in California as hourly non-exempt employees during the Class Period ("Class Members").

The Settlement also resolves disputed claims against Defendant for penalties pursuant to the California Private Attorneys General Act ("PAGA") arising out of its alleged wage and hour practices during the period from February 18, 2024 through _____ (the "PAGA Period") as applied to all persons employed by Defendant in California as hourly non-exempt employees during the PAGA Period ("PAGA Settlement Class").

The Court has already preliminarily approved the proposed Settlement and ordered that this Notice be sent to you. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have the following options under the Settlement, which are summarized in the chart below and explained more fully in section 6 of this Notice:

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Do Not Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Class Participant, eligible for an Individual Settlement Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to pursue the Released Class Claims (defined in Section 5 of this Notice).
You Can Opt-out of the Class Settlement but not the PAGA Settlement	If you do not wish to take part in the class action portion of the Settlement (the "Class Settlement"), you may exclude yourself (i.e., opt out of the Class Settlement) by sending the Settlement Administrator a letter or card postmarked no later than [Response

The Opt-Out Deadline is _____	Deadline] that specifically requests exclusion from the Class Settlement in this case. Once excluded, you will no longer be eligible for an Individual Settlement Payment and cannot object to any portion of the proposed Settlement. See Section 6(B) of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all members of the PAGA Settlement Class and the members of the PAGA Settlement Class must give up their rights to pursue Released PAGA Claims (defined in Section 5 of this Notice).
Class Participants Can Object to the Class Settlement but not the PAGA Settlement **Written Objections Must be Submitted by** _____	All Class Members who do not opt-out ("Class Participants") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Class Participants. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 6(C) of this Notice.

You Can Participate in the _____ Final Approval Hearing	The Court's Final Approval and Fairness Hearing is scheduled to take place on _____. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Class Participants can verbally object to the Settlement at the Final Approval and Fairness Hearing. See Section 6(C) of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods **Written Challenges Must be Submitted by _____**	The amount of your Individual Settlement Payment and Individual PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many pay periods you worked at least one day during the PAGA Period, respectively. The number workweeks that you worked during the Class Period and number of pay periods that you worked during the PAGA Period according to Defendant's records is stated on the *Class Action and PAGA Settlement Share Form* that accompanies this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

The Action accuses Defendant of violating California labor laws by its alleged: (1) failure to provide meal periods; (2) failure to provide rest breaks; (3) failure to pay minimum wages; (4) failure to pay overtime wages; (5) failure to furnish timely and accurate wage statements; (6) failure to pay all wages upon separation; (7) failure to reimburse all necessary, business-related expenses; and (8) engaging in unfair business practices in violation of California Business & Professions Code § 17200. Plaintiff also brought claims for PAGA penalties as representative of the California Labor and Workforce Development Agency ("LWDA"). Plaintiff is represented by the following attorneys in the Action ("Class Counsel"):

Megan E. Ross (SBN 323979)
megan@abramsonlabor.com
Michiko Vartanian (SBN 323979)
michiko@abramsonlabor.com
ABRAMSON LABOR GROUP
1700 West Burbank Boulevard
Burbank, California 91506
Tel.: (213) 493-6300
Fax: (213) 723-2522

Defendant denies all liability and is confident it has strong legal and factual defenses to these claims, but recognizes the risks, distractions, and costs associated with continued litigation. Defendant contends that its wage and hour and business practices are and have been lawful at all relevant times and that Plaintiff's claims are without merit and fail to satisfy the requirements for class certification. This settlement is a compromise, reached after good faith,

arm's-length negotiations between Plaintiff and Defendant and is not an admission of liability by Defendant. All parties agree that, considering the risks and expenses associated with continued litigation, this Settlement is fair, adequate, and reasonable.

The Court has not ruled on the merits of Plaintiff's claims or Defendant's defenses.

2. IF YOU ARE STILL EMPLOYED BY DEFENDANT, THIS SETTLEMENT WILL NOT AFFECT YOUR EMPLOYMENT.

California law strictly prohibits retaliation. Further, Defendant is prohibited by law from taking any adverse action against or otherwise target, retaliate, or discriminate against any Class Member because of the Class Member's participation or decision not to participate in the Settlement.

3. TERMS OF THE SETTLEMENT

Defendant has agreed to pay $1,100,000.00 (the "Gross Settlement Amount") to resolve the claims in the Action. The Parties agreed that the following payments would be made from the Gross Settlement Amount:

A. **Administrative Expenses.** The Court has approved ILYM Group, Inc. to act as the "Settlement Administrator," who is sending this Notice to you and will perform many other duties relating to the Settlement. Under the Settlement, up to $16,000.00 will be paid from the Gross Settlement Amount to pay the Settlement Administrator for the Administrative Expenses.

B. **Class Attorneys' Fees and Expenses.** Class Counsel have been prosecuting the Action on behalf of the 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. To date, the Parties have aggressively litigated many aspects of the case including investigation, settlement efforts, and a full-day mediation session. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Gross Settlement Amount. Class Members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for fees of one-third of the Gross Settlement Amount (i.e., $366,666.67) as reasonable compensation for the work Class Counsel performed and will continue to perform in the Action. Class Counsel also will ask for reimbursement of up to $30,000.00 for the costs Class Counsel incurred in connection with the Action.

C. **Incentive Award to Plaintiff.** Class Counsel will ask the Court to provide a service payment to Plaintiff in the amount of $10,000.00 to compensate him for his efforts on behalf of the Class Members in the Action, including assisting in the investigation and consulting with Class Counsel and providing crucial documents to Class Counsel. Plaintiff also may receive an Individual Settlement Payment and an Individual PAGA Payment.

D. **PAGA Payment.** The Parties have agreed on a reasonable sum to be paid in settlement of the PAGA claims included in the Action, which is $100,000.00 ("PAGA Payment"). The PAGA Payment is to be approved by the Court pursuant to Labor Code section 2699 and is to be distributed as follows: sixty-five percent (65%) (i.e., $65,000.00) to the LWDA and thirty-five percent (35%) (i.e., $35,000.00) to the individuals who come within the definition of the PAGA Settlement Class.

After deducting the amounts above, the balance of the settlement amount will form the "Net Settlement Amount" for distribution to the Class Members.

4. DISTRIBUTION OF THE SETTLEMENT TO THE CLASS MEMBERS

Each Class Member who does not request exclusion from the Settlement will be deemed a "Class Participant" and will receive a share from the Net Settlement Amount which will be distributed pro rata based on the proportional number of weeks worked by each Class Member during the Class Period (the "Individual Settlement Payment"). If any Class Member requests exclusion from the Settlement, his or her share will be distributed to the remaining Class Participants.

Twenty percent (20%) of each Individual Settlement Payment will constitute payment in the form of wages and each Class Participant will be issued an IRS Form W-2 for such payment to him or her. Eighty percent (80%) of each Individual Settlement Payment will constitute penalties and interest and each Class Participant will be issued an IRS Form 1099 for such payment to him or her.

All usual and customary deductions will be taken from the Individual Settlement Payments that are allocated as wages, including, but not limited to, state and federal tax withholding. There will be no deduction taken from the interest or penalty distribution—it will, however, be reported on IRS Form 1099 as income. Class Participants are responsible for the proper income tax treatment of their Individual Settlement Payments. The Settlement Administrator, Defendant and its counsel, and Class Counsel cannot provide tax advice. Accordingly, Class Members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

In addition, each member of the PAGA Settlement Class will receive a share of the 35% of the PAGA Payment that is allocated to the PAGA Settlement Class, which will be distributed pro rata based on the proportional number of pay periods worked by each member of the PAGA Settlement Class during the PAGA Period (the "Individual PAGA Payment").

The workweeks you worked for Defendant during the Class Period and pay periods worked during the PAGA Period will be calculated based on Defendant's records. If you feel that you were not credited with the correct number of workweeks worked during the Class Period or pay periods worked during the PAGA Period, you may submit evidence to the Settlement Administrator on or before [**Response Deadline**] with documentation to establish the number of workweeks you claim to have actually worked during the Class Period or pay periods you claim to have actually worked during the PAGA Period. **Documentation sent to the Settlement Administrator will not be**

returned or preserved, so do *not* send originals. The Parties and the Settlement Administrator will promptly evaluate the evidence submitted and discuss in good faith how many workweeks or pay periods should be credited. The Settlement Administrator will make the final decision as to how many weeks or pay periods are credited and report the outcome to the Class Participant or member of the PAGA Settlement Class. If you are unsatisfied with the decision about the number of workweeks that are credited during the Class Period, you may submit an objection, which is explained below.

Settlement checks will be mailed to all Class Participants and the PAGA Settlement Class after the Court grants final approval of the Settlement and judgment is entered.

5. THE RELEASE OF CLAIMS

If the Court approves the Settlement, the Court will enter judgment and the Settlement will bind all Class Participants and all members of the PAGA Settlement Class. The Class Participants will then be barred from bringing any "Released Class Claims" against the "Released Parties" as those terms are defined below. The PAGA Settlement Class members will then be barred from bringing any "Released PAGA Claims" against the "Released Partes," as those terms are defined below.

The "Released Parties" are Saia Motor Freight Line, LLC and any of its past, present and/or future, directors, officers, partners, principals, trustees, shareholders, owners, members, managers, employees, administrators, agents, attorneys, insurers, predecessors, successors, assigns, DBAs, parents, subsidiaries, and affiliates.

The "Released Class Claims" shall mean all Class Participants and Plaintiff, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall release Released Parties from any and all claims that were or could have been alleged based on the facts alleged in the operative complaint that arose during the Class Period including without limitation with respect to the following claims: (1) failure to provide meal periods; (2) failure to provide rest breaks; (3) failure to pay minimum wages; (4) failure to pay overtime wages; (5) failure to furnish timely and accurate wage statements; (6) failure to pay all wages upon separation; (7) failure to reimburse all necessary, business-related expenses; (8) all claims under California Business & Professions Code § 17200 for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above; and (9) all claims for violation of the California Industrial Wage Orders that could have been premised on the facts, claims, causes of action or legal theories described above, as well as any potential penalties, interest or attorneys' fees associated with all of such causes of action under California law.

Plaintiff and all PAGA Settlement Class members, regardless of whether they are Class Participants, shall release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims, demands, rights, liabilities and causes of action under the California Labor Code Private Attorneys General Act that were alleged, or reasonably could have been alleged, based on the facts alleged in the operative complaint or the PAGA Notices arising during or with respect to the PAGA Period including without limitation with respect to the following claims: (1)

failure to provide meal periods; (2) failure to provide rest breaks; (3) failure to pay minimum wages; (4) failure to pay overtime wages; (5) failure to furnish timely and accurate wage statements; (6) failure to pay all wages upon separation; (7) failure to reimburse all necessary, business-related expenses; and (8) all claims for violation of the California Industrial Wage Orders that could have been premised on the facts, claims, causes of action or legal theories described above, as well as any potential penalties, interest or attorneys' fees associated with all of such causes of action under California law ("Released PAGA Claims").

Class Members who do not request exclusion from the Settlement will be deemed to have acknowledged and agreed that their claims for wages and penalties in the Action are disputed, and that the Settlement payments constitute payment of all sums allegedly due to them. Class Members will be deemed to have acknowledged and agreed that California Labor Code section 206.5 is not applicable to the Individual Settlement Payments. That section provides in pertinent part as follows:

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

6. YOUR OPTIONS

A. Do Nothing and Receive Your Portion of the Settlement

If you do nothing, you will be automatically included as a Class Participant in the Settlement and will receive an Individual Settlement Payment and Individual PAGA Payment. You do *not* have to take any further action to receive your Individual Settlement Payment or Individual PAGA Payment. It is, however, the responsibility of all Class Members to ensure that the Settlement Administrator has your current address on file, or you may not receive important information, your Individual Settlement Payment, or your Individual PAGA Payment. The estimated amount of your Individual Settlement Payment and Individual PAGA Payment, if any, is included on the *Class Action and PAGA Settlement Share Form* enclosed with this Notice.

B. Request Exclusion from the Class and the Settlement

If you do ***not*** wish to take part in the class action portion of the Settlement (the "Class Settlement"), you may exclude yourself (i.e., opt out of the Class Settlement) by sending the Settlement Administrator a letter or card postmarked no later than [Response Deadline] that specifically requests exclusion from the Class Settlement in this case. The request for exclusion must include your name, address, telephone number, and signature, and it should state something to the effect of:

> "I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE ROBERT AMAYA V. SAIA MOTOR FREIGHT LINE, LLC, ET AL. LAWSUIT."

Send the request for exclusion directly to the Settlement Administrator at the following address **by no later than [Response Deadline]**:

ILYM Group, Inc.
2832 Walnut Ave Ste. C
Tustin, CA 92780

Any person who submits a timely request for exclusion from the Class Settlement shall, upon receipt, no longer be a Class Member, shall be barred from participating in the Class Settlement, and shall receive no benefits from the class action portion of the Settlement. If you want confirmation of receipt of your request for exclusion, please send it by United States certified mail, return receipt requested, or contact the Settlement Administrator.

Importantly, requesting exclusion from the Class Settlement applies solely to the Class Members' entitlement to the class action portion of the Settlement. If you request exclusion from the Class Settlement, you will still be entitled to your Individual PAGA Payment and you will release the Released PAGA Claims.

C. Object to the Settlement

You have the right to object to the terms of the Class Settlement if you do not request exclusion. If, however, the Court rejects your objection, you will still be bound by the terms of the Class Settlement. If you wish to object to the Class Settlement, you may file with the Settlement Administrator and the Court a written objection stating your name, address, telephone number, dates of employment with Defendant, the case name and number, each specific reason in support of your objection, and any legal support for each objection. Objections in writing must be mailed to the Settlement Administrator — ILYM Group, Inc., 2832 Walnut Ave Ste. C, Tustin, CA 92780 — by no later than [**Response Deadline**] to be considered. **Objections that do not include all required information, or that are not timely submitted, might not be considered by the court.**

If you choose to object to the Settlement, you may also appear to speak at the Final Approval and Fairness Hearing scheduled for [Date], at [Time] in Department [Court Department] of the Superior Court of the State of California for the County of San Bernardino, located at San Bernardino Justice Center, 247 West Third Street, San Bernardino, CA 92415. You have the right to appear either in person or through your own attorney at this hearing.

If you object to the Settlement, you will remain a Class Member, and if the Court approves the Settlement, you will receive payment and be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided above shall have waived any objection to the Settlement, whether by appeal or otherwise.

7. HOW TO UPDATE OR CHANGE YOUR ADDRESS

If you move after receiving this notice or if it was misaddressed, please contact the Settlement Administrator, ILYM Group, Inc., at 1-888-250-6810 or by email at [Settlement Administrator Email], as soon as possible. **This is important to ensure that future notices and/or the Individual Settlement Payment and/or Individual PAGA Payment reach you.**

8. NOTICE OF FINAL JUDGMENT IF THE SETTLEMENT IS APPROVED

Within seven (7) days after the Court has held a Final Approval and Fairness Hearing and entered a final order approving the Settlement, the Settlement Administrator will post a copy of that order and final judgment on its website at the following website address: [Case-Specific Settlement URL (to be added by Settlement Administrator)].

9. IF THE SETTLEMENT IS NOT APPROVED

If the Settlement is not approved by the Court, or if any of its conditions are not satisfied, the Settlement may be voided, in which case no money will be paid, and the case will return to litigation. If that happens, there is no assurance: (1) that the class will be certified by the Court; (2) that any decision at trial would be in favor of Class Members; (3) that a trial decision, if any, would be as favorable to the Class Members as the Settlement; or (4) that any favorable trial decision would be upheld if an appeal was filed.

10. QUESTIONS OR COMMENTS

PLEASE DO NOT CALL OR CONTACT THE COURT. If you have any questions about the settlement, you may contact the Settlement Administrator at: 1-888-250-6810 or by e-mail at [Email]. You may also contact Class Counsel at the addresses or phone numbers listed above. The Settlement Agreement and Release of Class and PAGA Action sets forth everything that Plaintiff and Defendant have promised to do under the proposed Settlement. The easiest way to read the Settlement Agreement and Release of Class and PAGA Action, the Judgment or any other Settlement documents is to go to ILYM Group, Inc.'s website at [website address].

Exhibit 2

CLASS ACTION AND PAGA SETTLEMENT SHARE FORM

Robert Amaya v. Saia Motor Freight Line, LLC

San Bernardino County Superior Court Case No. CIVSB2511628

You are receiving this form because you are believed to be a Class Member. **According to Defendant's records, you worked ____ workweeks for Defendant during the Class Period. Accordingly, your Individual Settlement Payment is currently estimated to be $_____**, which is an estimate of your allocated portion the Net Settlement Amount, as that term is defined in the accompanying *Notice of Proposed Class Action and PAGA Settlement*. Your Individual Settlement Payment may increase depending on factors such as, but not limited to, the number of Class Members who effectively exclude themselves from the Settlement.

According to Defendant's records, you also worked ____ pay periods for Defendant during the PAGA Period. Accordingly, your Individual PAGA Payment is currently estimated to be $_____, which is an estimate of your allocated portion the PAGA Payment, as that term is defined in the accompanying *Notice of Proposed Class Action and PAGA Settlement*.

You do not need to do anything to receive money under the Settlement.

If you believe the information provided above as to the number of your workweeks or pay periods is incorrect and wish to dispute it, please contact the Settlement Administrator no later than **[Response Deadline]** at:

ILYM Group, Inc.
2832 Walnut Ave Ste. C
Tustin, CA 92780

If you dispute the information stated above, the information Defendant provided to the Settlement Administrator will control unless you are able to provide documentation that establishes otherwise. Any disputes, along with supporting documentation, must be postmarked no later than **[Response Deadline]**.

Do not send originals; documentation sent to the claims administrator will not be returned or preserved.