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Attorneys for Plaintiffs Angela Rael and Edwardo Quezada, on behalf of themselves and on behalf of all similarly situated individuals

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA

ANGELA RAEL and EDUARDO
QUEZADA, on behalf of themselves and on
behalf of all similarly situated individuals,

Plaintiffs,

v.

RUDGEAR LOGISTICS LLC, a California
limited liability company, and DOES 1
through 10, inclusive,

Defendants.

Case No.: C22-02247

Assigned to the Hon. Charles S. Treat, Dept. 12

**DECLARATION OF DANIEL F. GAINES
IN SUPPORT OF REQUEST FOR
DISMISSAL OF CLASS AND
REPRESENTATIVE ACTION**

[Filed Concurrently: Request for Dismissal]

Complaint Filed: October 19, 2022

1 I, Daniel F. Gaines, declare as follows:

2 1. I am an attorney duly admitted to practice law in the State of California and I am a
3 managing shareholder at Gaines & Gaines, APLC, counsel of record for Plaintiffs Angela Rael and
4 Eduardo Quezada (collectively, "Plaintiffs") in this matter. The matters set forth herein are of my
5 own personal knowledge, and if sworn as a witness, I could and would testify competently thereto.

6 2. On October 19, 2022, Plaintiffs filed the instant Action seeking damages on a class
7 wide and representative basis on behalf of themselves and similarly situated individuals for Defendant
8 RUDGEAR LOGISTICS LLC's ("Defendant") alleged violations of California Labor Code, Business
9 & Professions Code, codified as § 17200, et seq., and the Private Attorneys General Act of 2004
10 ("PAGA"), codified as § 2698, et seq., by allegedly failing to pay all wages due, provide meal and
11 rest periods, or compensation in lieu thereof, reimburse for necessary business expenses, issue
12 complete and accurate wage statements, and pay all wages due at separation of employment.

13 3. The Parties participated in a global mediation (together with the case *Serena Pultz v.*
14 *Rudgear Logistics LLC*, Contra Costa County Superior Court, Case No. C22-02208 [the "*Pultz*
15 *Action*"]), with experienced wage and hour mediator Lisa Klerman, Esq. The mediation did not end
16 in a settlement; however, the Parties continued their settlement discussions following the mediation.
17 Following numerous conversations with Defendant's counsel, my office has ascertained that
18 Defendant is having financial hardship and does not have the financial ability to defend and pay for
19 a Class and PAGA-wide settlement. Furthermore, liability is disputed. This determination is based
20 on information provided by Defendant's counsel through discussions in this matter.

21 4. The Parties have negotiated a settlement of Plaintiffs' individual claims only, together
22 with the Plaintiff in the *Pultz Action*¹, and the Class and PAGA claims will be dismissed without
23 prejudice. A true and correct copy of the Confidential Settlement Agreement (the "Settlement") is
24 attached hereto as **Exhibit A**.

25 5. The terms of the Settlement are as follows (*see* Settlement at ¶¶ 1.1(i)-(ix)):

26 a. Defendant has agreed to pay \$55,000 as consideration for
27

28 ¹ Plaintiff Pultz will be submitting a request for dismissal in her Action through her counsel of record.

1 Plaintiffs entering the Settlement, including the release of claims and waiver
2 of rights and dismissal of their individual claims with prejudice.

3 b. Of the \$55,000, each Plaintiff is receiving \$6,023.06 in exchange for a full and
4 general release of all claims against Defendant.

5 c. Of the \$55,000, my office is receiving \$14,728.15 for our fees and costs
6 incurred in this case. \$4,278.79 of the \$14,728.15 payment is for
7 reimbursement of the costs my firm has incurred to date.

8 6. The settlement of this Action does not provide for any consideration to any putative
9 class member in the Action nor does it provide for the waiver, settlement, or release of any class
10 claims asserted on behalf of any putative class member in the Action other than Plaintiffs. Further,
11 the settlement does not contemplate the waiver of any claims by anyone other than Plaintiffs and does
12 not provide for the waiver of PAGA claims asserted on behalf of any employee or the State, such that
13 there is no allocation of civil penalties in the Settlement.

14 7. No notice is required to be given to the putative class because no notice of the pending
15 Action was ever given; there has been no publicity of which the Parties are aware; neither Plaintiffs
16 nor my office have communicated with any absent class members about the Action; there is no other
17 pending action, other than the *Pultz* Action, of which the Parties are aware, brought by a member of
18 the putative class or including an overlapping putative class; and the putative class is not reasonably
19 ascertainable at the present time; consequently, no absent putative class member will suffer prejudice
20 as a result of this dismissal.

21 8. Plaintiffs, therefore, request that the Court enter a dismissal of this action *with*
22 *prejudice* as to Plaintiffs' individual claims and dismissal *without prejudice* of the class and
23 representative action claims, pursuant to the request submitted concurrently herewith.

24 9. Concurrent with the filing of this declaration and the request for dismissal, my office
25 has submitted the Settlement to the LWDA in compliance with Labor Code section 2699(1)(2). A true
26 and correct copy of the submission confirmation email is attached hereto as **Exhibit B**.

27 ///

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1 I declare under penalty of perjury under the laws of the State of California that the foregoing
2 is true and correct and was executed on August 12, 2024 at Westlake Village, California.

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6 DANIEL F. GAINES
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EXHIBIT A

CONFIDENTIAL SETTLEMENT AGREEMENT

This Confidential Settlement Agreement (the “Agreement”) is between ANGELA RAEL (“Rael”), EDUARDO QUEZADA (“Quezada”), and SELENA PULTZ (“Pultz”) (together, the “Plaintiffs”) on one hand, and RUDGEAR LOGISTICS LLC and/or its parent, subsidiaries and affiliates (collectively, “Defendant”) on the other hand. The signatories to this Agreement are referred to jointly as the “Parties.” This Agreement is a compromise between the Parties for the complete and final settlement of all claims, differences and causes of action, now known or unknown, between them.

BACKGROUND

1. Plaintiffs were formerly employed by Defendant.
2. Plaintiffs and other employees submitted notice to the Labor and Workforce Development Agency (“LWDA”) (“PAGA Notice”) of their intent to pursue claims for Labor Code violations under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”).
3. On or around October 14, 2022, Plaintiff Pultz filed a civil action against Defendant in the Superior Court of California, County of Contra Costa, Case No. C22-02208 (the “Pultz Lawsuit”). The Pultz Lawsuit alleges representative and class claims based on alleged violations of California Labor Code sections 201, 202, 226(a), 226.7, 229, 510, 512(a), 1194, 1197, 1198, 2698 et seq., 2800 and 2802 and Business & Professions Code section 17200.
4. On or around July 20, 2022, Plaintiffs Rael and Quezada filed a civil action against Defendant in the Superior Court of California, County of Contra Costa, Case No. C22-02247 (the “Rael Lawsuit”). The Rael Lawsuit alleges representative and class claims based on alleged violations of California Labor Code sections 201, 202, 226(a), 226.3, 226.7, 227.3, 510, 512, 558, 1194, 1194.2, 2802, 2698, and 2698.
5. The Pultz Lawsuit and Rael Lawsuit have been related.
6. Defendant denies that it engaged in any wrongful conduct. The Parties wish to compromise, resolve and settle, finally and forever, any claims and causes of action that were or could have been asserted by the Plaintiffs against Defendant and/or any other person or entity described in this Agreement, to avoid the delay, expense, inconvenience and uncertainty of litigation.
7. The Parties have agreed, without Defendant admitting liability of any kind, to enter into this Agreement pursuant to which every claim and cause of action that was or could have been asserted against Defendant and/or any other person or entity described in this Agreement will be forever and finally released, with all claims asserted on behalf of others, including the State of California and other employees (except the named Plaintiffs to the Lawsuits) of Defendant, to be dismissed without prejudice.

THEREFORE, in consideration of mutual obligations set forth below, the Parties agree as follows:

TERMS

1. Settlement

1.1 In consideration of this Agreement and Plaintiffs' agreement to all the terms, conditions, and promises in this Agreement, Defendant agrees to provide Plaintiffs and Plaintiffs' counsel the total gross sum of Fifty-Five Thousand Dollars and Zero Cents (\$55,000.00) (the "Settlement Amount") in full compromise and settlement of all claims released herein by Plaintiffs. The Settlement Amount shall be paid as follows:

- (i) Defendant will pay Plaintiffs' portion of the mediation fees in the total amount of \$10,000 to the mediator Lisa Klerman. Mediator Klerman will remit \$10,000 to Plaintiffs' counsel in the form of a refund of Plaintiffs' mediation fees. This reimbursement will be paid on or before May 10, 2024.
- (ii) one check in the amount of twelve thousand two-hundred two dollars and sixty-seven cents (\$12,202.67), made payable to "Justice Law Corporation" and for which Defendant will issue a Form 1099 to Justice Law Corporation. This payment will be issued on or before July 10, 2024;
- (iii) one check in the amount of fourteen thousand seven hundred twenty-eight dollars and fifteen cents (\$14,728.15), made payable to "Gaines & Gaines, APLC" and for which Defendant will issue a Form 1099 to Gaines & Gaines, APLC. This payment will be issued on or before July 10, 2024;
- (iv) one check in the amount of five thousand twenty-three dollars and six cents (\$5,023.06) made payable to Plaintiff Pultz as alleged penalties and for which Defendant will issue a Form 1099 to Plaintiff Pultz, with no withholdings or deductions. This payment will be issued on or before July 10, 2024;
- (v) one check in the amount of one thousand dollars and zero cents (\$1,000) made payable to Plaintiff Pultz as alleged unpaid wages, which Defendant will issue as a payroll check, with appropriate withholdings along with an IRS Form W-2. This payment will be issued on or before July 10, 2024;
- (vi) one check in the amount of five thousand twenty-three dollars and six cents (\$5,023.06) made payable to Plaintiff Rael as alleged penalties, and for which Defendant will issue a Form 1099 to Plaintiff Rael, with no withholdings or deductions. This payment will be issued on or before July 10, 2024;
- (vii) one check in the amount of one thousand dollars and zero cents made payable to Plaintiff Rael as alleged unpaid wages, which defendant will issue as a payroll

check, with appropriate withholdings alone with an IRS Form W-2. This payment will be issued on or before July 10, 2024;

- (viii) one check in the amount of five thousand twenty-three dollars and six cents (\$5,023.06) made payable to Plaintiff Quezada as alleged penalties, and for which Defendant will issue a Form 1099 to Plaintiff Quezada, with no withholdings or deductions. This payment will be issued on or before July 10, 2024;
- (ix) one check in the amount of one thousand dollars and zero cents made payable to Plaintiff Quezada as alleged unpaid wages, which defendant will issue as a payroll check, with appropriate withholdings alone with an IRS Form W-2. This payment will be issued on or before July 10, 2024;

1.2 Defendant shall issue the payment of the Settlement Amount after all of the following preconditions have occurred: (i) execution of this Agreement by Plaintiffs; and (ii) receipt by Defendant of appropriate W-9 forms from Plaintiffs and Plaintiffs' counsel.

1.3 In conformity with its obligations herein, Defendant shall mail the Settlement Amount attributed to Justice Law Corporation and Plaintiff Pultz to Justice Law Corporation c/o Douglas Han, Esq., 751 N. Fair Oaks Avenue, Suite 101, Pasadena, California, 91103 and the Settlement Amount attributed to Gaines & Gaines, APLC and Plaintiffs Rael and Quezada to Gaines & Gaines, APLC, c/o Daniel F. Gaines, Esq., 4550 E. Thousand Oaks Blvd., Suite 100, Westlake Village, California 91362. The checks are deemed timely delivered if placed in the United States Mail or with an overnight delivery service on or before the date the payment is due to be delivered. The above payments shall be inclusive of all claims for attorneys' fees, expenses, or other costs.

1.4 Dismissal. Promptly after execution of this Agreement, Plaintiffs shall file a notice of settlement of their respective Lawsuits with the Court. Within five business days of all payments in Paragraph 1.1 being made, Plaintiffs will each file a Request for dismissal, per California Rules of Court 3.760 and 3.770, of the Lawsuits with prejudice as to Plaintiffs' (and the other named Plaintiffs') individual claims and without prejudice as to Plaintiffs' class and representative claims, and withdraw (or, as to the PAGA Notices, abandon) any other complaints, charges, or other actions Plaintiffs have filed with any Court or agency relating to Plaintiffs' employment with Defendant.

1.5 Indemnification and Tax Issues. Plaintiffs are not relying on any information provided by Defendant, its employees, or its attorneys concerning the tax consequences of payments made under this Agreement. Plaintiffs are solely and entirely responsible for the payment and discharge of all federal, state, and local taxes, if any, which may, at any time, be found to be due by Plaintiffs upon or as a result of any amount that is paid by the Defendant under this Agreement. Plaintiffs agree to hold Defendant, its parents, subsidiaries, successors, affiliates, and assigns harmless from any claim or liability asserted against Defendant or for any taxes and related penalties and/or interest, relating to Plaintiffs' failure to pay taxes due by Plaintiffs as a result of the payments made under this Agreement.

1.6 Resolution of All Claims. This Agreement finally settles and resolves all claims that were asserted, or could have been asserted, by Plaintiffs against Defendant and/or any other person or entity described in Paragraph 3.1 of this Agreement.

1.7 Valid Consideration. Plaintiffs expressly agree and acknowledge that the payments and other consideration described in this Agreement are not payments or consideration to which Plaintiffs are otherwise entitled. Except as stated above in Paragraph 1 of this Agreement, Plaintiffs shall not be entitled to any compensation, remuneration, benefits or other payments from Defendant, and each Party shall be responsible for payment of its own costs and attorneys' fees.

2. Compromise

2.1 Liability Not Admitted. The Parties agree and acknowledge that this Agreement is the result of a compromise and shall never be construed as an admission by Defendant of any liability, wrongdoing or responsibility on its part or on the part of its predecessors, successors, assigns, agents, representatives, parents, subsidiaries, affiliates, officers, directors or employees. Defendant expressly deny any such liability, wrongdoing or responsibility. It is expressly understood and agreed that neither Party shall be deemed to be a "prevailing party" for the purposes of any fee-shifting statute, rule, or agreement.

3. Release

3.1 Full Release. Subject to Defendant's full payment of all monetary consideration due hereunder, Plaintiffs, on behalf of Plaintiffs and Plaintiffs' heirs, estates, executors, administrators, assigns, transferees and representatives, hereby releases and forever discharges Defendant and its predecessors, successors, parents, subsidiaries, affiliates, assigns, representatives, co-employers, joint employers, business partners, contracting partners, insurers and agents, as well as all of its present and former directors, officers, employees, agents, shareholders, representatives, attorneys and insurers, including without limitation Amazon.com Services, LLC, (formerly Amazon.com Services Inc. d/b/a/ Amazon) (including its parent corporation and any affiliated corporations, its owners, officers, directors, stockholders, managers, agents, employees, and representatives (collectively, the "Releasees"), from any and all claims, causes of actions, demands, debts, obligations, damages or liability of any nature whatsoever, known or unknown, that (a) Plaintiffs have or may have which arise out of Plaintiffs' employment or cessation of employment with Defendant or its successors, or (b) which concern or relate in any way to any acts or omissions by the Releasees done or occurring prior to and including the Effective Date of this Agreement. Plaintiff further understands that this Agreement does not limit Plaintiffs' ability to communicate with any government agencies or otherwise participate or cooperate with an investigation conducted by the EEOC, SEC, or other similar agency, including providing documents or other information, without notice to the Releasees. Plaintiffs expressly waive and disclaims any right to compensation or other benefit that may inure to them as a result of such charge, except for compensation related to any whistleblower claims to the Securities and Exchange Commission, and hereby expressly agrees to provide any such benefit or pay any such compensation directly to Defendant. This Agreement does not prohibit Plaintiffs from seeking and obtaining a whistleblower award from the SEC pursuant to Rule 21F of the Securities Exchange

Act. This Release is not intended to apply to any pension or insured benefits, if any, for which Plaintiffs are eligible pursuant to the terms of any benefit plan in which Plaintiffs are, or has been, a participant (subject to all the terms, conditions and restrictions of such governing plan). It is understood that all Releasees will have the right and standing to enforce the terms of this Paragraph.

To the maximum extent allowed by law, claims and causes of action released under this Agreement include, but are not limited to, those relating to:

- Wage Orders of the California Industrial Welfare Commission (all the foregoing as amended, if applicable)
- The California Fair Employment and Housing Act
- The California Labor Code
- The California Labor Code Private Attorneys General Act of 2004
- The Equal Pay Act, 29 U.S.C. §206(a) and interpretive regulations
- 42 U.S.C. §§ 1981 et seq.
- The Age Discrimination in Employment Act, as amended, 29 U.S.C. §§ 621 et seq.
- The Family and Medical Leave Act, 29 U.S.C. §§ 2601 et seq.
- The Health Insurance Portability and Accountability Act
- The Plaintiff Retirement and Income Security Act of 1974, as amended, 29 U.S.C. §§ 1001 et seq.
- Claims for breach of contract, express or implied
- The National Labor Relations Act
- The Labor Management Relations Act
- The Fair Credit Reporting Act
- The Genetic Information Nondiscrimination Act
- The Electronic Communication Privacy Act of 1986 (including the Stored Communications Act)
- The Dodd-Frank Wall Street Reform and Consumer Protection Act
- Executive Orders 11246 and 11141
- Claims for compensation, including but not limited to wages, bonuses, or commissions
- Claims for reimbursement of any kind
- Claims arising in tort, including, but not limited to, negligence, intentional or negligent infliction of emotional distress, defamation and/or invasion of privacy
- The Fair Labor Standards Act, 29 U.S.C. §§ 201 et seq.
- The Americans with Disabilities Act, as amended by the ADA Amendments Act of 2008, 42 U.S.C. §§ 12101 et seq.
- The Occupational Safety and Health Act (OSHA)
- Claims for wrongful discharge
- The Consolidated Omnibus Budget Reconciliation Act (COBRA)
- Title VII of the Civil Rights Act of 1964, as amended.
- The Sarbanes-Oxley Act, 18 U.S.C. 1514A
- Any other claims of discrimination or retaliation of any kind
- The Worker Adjustment and Retraining Notification Act, 29 U.S.C. §§ 2101 et seq.
- Claims for breach of the covenant of good faith and fair dealing
- Claims for benefits or fringe benefits
- Claims for, or relating to, stock or stock options
- The False Claims Act (including the qui tam provisions thereof)
- Claims for severance or termination pay

- Any claims that were raised or could have been raised in the Lawsuit
- Any and all other claims arising under any other federal, state, local or foreign laws, as well as any and all other common law legal or equitable claims
- Any and all claims for attorneys' fees, costs, expenses and the like, including but not limited to, any claims for attorneys' fees related to services rendered by Plaintiffs' attorney of record in the Lawsuit and/or any other attorney who has provided services to Plaintiffs.

It is understood that all Releasees will have the right and standing to enforce the terms of this Paragraph, i.e., 3.1 "Full Release."

3.2 Representations Concerning FLSA/FMLA Claims and Workplace Injuries.

Plaintiffs represent that Plaintiffs have been properly paid for all hours worked and have received all rights and benefits under the Fair Labor Standards Act and that Plaintiffs do not believe, and are aware of no evidence suggesting, that Defendant has failed to comply with the Fair Labor Standards Act or the Family Medical Leave Act. Further, Plaintiffs represent that Plaintiffs are not aware of any work-related injury that has not been yet reported and is unaware of any facts (including injuries or illnesses) that might lead Plaintiffs to file a workers' compensation claim against any of the Releasees. Plaintiffs acknowledge that Defendant is relying on the accuracy of this representation as a material term of this Agreement.

3.3 It is understood and agreed by Plaintiffs that Plaintiffs may have sustained damages, losses, costs or expenses for which Plaintiffs might have made Claims that are presently unknown or unsuspected, and that such damages, losses, costs or expenses may give rise to additional damages, losses, costs or expenses in the future. Plaintiffs expressly waive all rights under Section 1542 of the California Civil Code, which reads 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."

Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of each and all of his claims, Plaintiffs expressly acknowledge that this Agreement is intended to include and does include in its effect, without limitation, all Claims which Plaintiffs do not know or suspect to exist in their favor at the time Plaintiffs signed this Agreement and that this Agreement contemplates the extinguishment of all such Claims.

4. Confidentiality

4.1 Terms and Negotiations to be Kept Confidential. By executing this Agreement, Plaintiffs represent and warrant that Plaintiffs have not, as of the date Plaintiffs sign this Agreement, disclosed to anyone, except Plaintiffs' attorneys and Plaintiffs' spouses, the existence of this Agreement, the amount of the settlement payments and the other terms of this Agreement, the circumstances giving rise to the execution of this Agreement, or the negotiations leading to this Agreement. Plaintiffs understand and agree that all discussions, negotiations and correspondence relating to this Agreement and the terms thereof (collectively "Confidential Settlement Information") are strictly confidential and that this confidentiality provision is a material term of this Agreement. Plaintiffs agree not to disclose to anyone (other than Plaintiffs' spouse, financial advisors, legal counsel and accountants) any Confidential Settlement Information unless such disclosure is (i) lawfully required by any government agency; (ii) otherwise required to be disclosed by law (including legally required financial reporting) and/or by court order; (iii) necessary in any legal proceeding in order to enforce any provision of this Agreement; or (iv) necessary to obtain dismissal of the Lawsuit, including submission of this Agreement to the Court for its review and approval. Plaintiffs shall submit this Agreement to the LWDA in connection with the procedures outlined in the PAGA. Plaintiffs and Plaintiffs' counsel may respond to any inquiry about the status and/or resolution of this litigation by stating that the matter has been resolved to the mutual satisfaction of the Parties. If Plaintiffs disclose Confidential Settlement Information to Plaintiffs' spouse, financial advisors, counsel or accountant, Plaintiffs will make such person aware of the confidential nature of this information and Plaintiffs agree to be responsible for its non-permitted disclosure of Confidential Settlement Information. Nothing in this Agreement prevents the Parties from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct the Parties have reason to believe is unlawful. Nothing in this Agreement prevents the disclosure of factual information relating to claims of sexual assault, sexual harassment, or an act of workplace harassment or discrimination, failure to prevent an act of harassment or discrimination, or an act of retaliation against a person for reporting or opposing harassment or discrimination, that are filed in a civil or administrative action.

This Agreement does not prevent Plaintiffs from making disclosures of possible violations of federal law or regulation to any governmental agency or entity, including but not limited to the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General, or making other disclosures that are protected under the whistleblower provisions of federal law or regulation.

4.2 Testimony in Other Proceedings. If Plaintiffs are asked to testify, subpoenaed, or otherwise compelled to testify in connection with any matter against Defendant or is asked or compelled to testify about Confidential Settlement Information, Plaintiffs shall notify Defendant so that Defendant may move to quash the subpoena and/or take any other action, if any, Defendant deem appropriate to preserve the confidentiality terms of this Agreement. Should Plaintiffs nevertheless be compelled to testify pursuant to subpoena or other legal process, Plaintiffs shall cooperate with Defendant and Defendant's attorneys to the end that the confidentiality of this Agreement and other Confidential Settlement Information under this Agreement be preserved;

such cooperation is to include consultation with Defendant and its attorneys upon reasonable notice and terms before Plaintiffs are to provide testimony. If compelled to testify, Plaintiffs shall provide at all times truthful testimony and nothing in this Agreement should be construed otherwise.

4.3 Tax Reporting and Government Investigation. Nothing in this Agreement is intended to or shall be construed to impede the right or duty of the Parties to file taxes honestly, to report income honestly, to testify truthfully, or to cooperate with any governmental investigation.

4.4 Materiality, Liquidated/Stipulated Damages, Fees. The Parties acknowledge and agree that the confidentiality/non-disparagement provisions stated in this Paragraph 4 (including subparagraphs) are material terms of this Agreement and constitute consideration of the Agreement. Plaintiffs further acknowledges and agrees that Defendant would be irreparably harmed if Plaintiffs breaches Paragraph 4 (including subparagraphs) and that the amount of damages that would result to Defendant from such a violation may be difficult or impossible to ascertain. Therefore, the Parties agrees that, if either breaches Paragraph 4 (including subparagraphs) of this Agreement, the other Party shall be obligated to repay to the breaching party Five-Hundred Dollars and Zero Cents (\$500.00) for each proven breach up to the total amount paid in Paragraph 1.1.

5. Non-Disparagement and Neutral Reference

5.1 Disparagement Prohibited; Neutral Reference. Plaintiffs agree not to make any disparaging or defamatory remarks against or concerning Defendant or any of the Releasees. Likewise, Defendant agrees that it will not make such remarks about Plaintiffs. Defendant shall provide Plaintiffs with a neutral reference upon inquiry by a prospective employer, providing only Plaintiffs' job titles and dates of employment.

6. Miscellaneous

6.1 Beneficiaries and Assignability. This Agreement is binding on, and shall inure to the benefit of, the Parties, its heirs, representatives, transferees, principals, estates, executors, administrators, predecessors, successors, parents, subsidiaries, affiliates, assigns, agents, directors, officers, directors and employees.

6.2 Integration, Modifications. This Agreement constitutes the complete agreement between, and contains all of the promises and undertakings of, the Parties. All prior agreements, representations, negotiations and understandings among the Parties, oral or written, express or implied, with respect to the subject matter of this Agreement, unless specifically incorporated into this Agreement by reference, are hereby superseded and merged into this Agreement. This Agreement does not supersede any other agreements entered into between Defendant and Plaintiffs including but not limited to any arbitration agreement, confidentiality agreement or agreement to share information. This Agreement may not be revised or modified without the mutual written consent of the Parties.

6.3 Knowing/Voluntary Waiver. The Parties acknowledge and agree that they have had sufficient time to consider this Agreement and consult with legal counsel of its choosing

concerning its meaning prior to entering into this Agreement. In entering into this Agreement, no Party has relied on any representations or warranties of any other Party, other than the representations or warranties expressly set forth in this Agreement.

6.4 Severability. Except as otherwise provided in this Paragraph, if any provision of this Agreement shall be finally determined to be invalid or unenforceable by a court of competent jurisdiction, that part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of said provision or the remaining provisions of this Agreement. If Paragraph 3.1 of this Agreement is deemed invalid or unenforceable, in whole or in part, by a court of competent jurisdiction, this entire Agreement shall be null and void, and any payments made by or on behalf of Defendant shall be repaid immediately.

6.5 Counterparts. The Parties agree that this Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original Agreement.

6.6 Jointly Drafted. Because the Parties have had a full opportunity to consider this Agreement and negotiate its terms, this Agreement is deemed to have been jointly prepared by the Parties, and any uncertainty or ambiguity existing in it shall not be interpreted against any Party as the primary drafter of the Agreement. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its meaning and not strictly for or against any of the Parties.

6.7 Choice of Law. Except as otherwise provided in this Agreement, its interpretation and performance will be governed by the laws of the State of California without reference to that jurisdiction's choice of law provisions.

6.8 No Duress, Coercion, Fraud or Undue Influence. Plaintiffs have knowingly and voluntarily entered into this Agreement and accepts the benefits described herein in exchange for the terms of this Agreement that inure to the benefit of the Released Parties, without duress, coercion, fraud or undue influence.

6.9 Plaintiffs' Agreement To Assist in Effectuating Releases. Plaintiffs represent and warrant that to the extent it is determined that any aspect or portion of this Agreement, including any aspect or portion of the release agreement in this Agreement, requires the approval of any court, agency or other body to be effective, that they will cooperate fully with Defendant to secure that approval, and if requested will join in and support any such request for approval.

7. Effective Date

7.1 This Agreement shall become effective upon Employee returning an executed version to Company's counsel along with all necessary tax-related documents ("Effective Date").

8. Enforcement of Agreement

8.1 Recovery of Attorneys' Fees. If the either Party prevails in an action to enforce any provision of this Agreement, or relating to either Party's breach of any provision of this

Agreement, then, in addition to any other relief to which the Party may be entitled, the breaching Party shall reimburse the non-breaching Party for the costs and attorneys' fees incurred in any such action.

WHEREFORE, having fully read and understood the terms of this Agreement, the Parties sign their names below with the intention that they shall be bound by it.

S. Pultz

05/08/2024

Plaintiff Selena Pultz

Date

Angela Rael

05 / 02 / 2024

Plaintiff Angela Rael

Date

Plaintiff Edwardo Quezada

Date

On Behalf of RUDGEAR LOGISTICS LLC

By: _____
Name:
Title:

Date

Agreement, then, in addition to any other relief to which the Party may be entitled, the breaching Party shall reimburse the non-breaching Party for the costs and attorneys’ fees incurred in any such action.

WHEREFORE, having fully read and understood the terms of this Agreement, the Parties sign their names below with the intention that they shall be bound by it.

Plaintiff Selena Pultz

Date

Plaintiff Angela Rael

Date

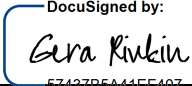


Plaintiff Eduardo Quezada

05 / 03 / 2024

Date

On Behalf of RUDGEAR LOGISTICS LLC

By: 

Name: Gera Rivkin
Title: CEO

16-May-2024

Date

EXHIBIT B

1 **PROOF OF SERVICE AND CERTIFICATION**

2 I am employed in the County of Ventura, State of California. I am over the age of 18 and not a party to the
3 within action; my business address is 4550 East Thousand Oaks Boulevard, Suite 100, Westlake Village, CA 91362.

4 _____ (For messenger) my business address is:

5 On August 12, 2024, I served the foregoing document described as **DECLARATION OF DANIEL F. GAINES**
6 **IN SUPPORT OF REQUEST FOR DISMISSAL OF CLASS AND REPRESENTATIVE ACTION** on the interested
7 parties in this action by placing a true copy thereof enclosed in sealed envelopes addressed as follows:

8 Tim L. Johnson, Esq.

9 tim.johnson@ogletreedeakins.com

10 Nikolas T. Djordjevski, Esq.

11 nikolas.djordjevski@ogletreedeakins.com

12 Yousaf M. Jafri, Esq.

13 yousaf.jafri@ogletreedeakins.com

14 Keenan O'Connor, Esq.

15 keenan.oconnor@ogletree.com

16 **OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.**

17 4600 La Jolla Village Drive, Suite 900

18 San Diego, CA 92122

19 Cc: lisa.bernard@ogletree.com

20 _____ (BY ☐ U.S. MAIL/ BY ☐ CERTIFIED MAIL, RETURN RECEIPT REQUESTED) The sealed envelope was
21 mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection
22 and processing correspondence for mailing. It is deposited with United States postal service on that same
23 day in the ordinary course of business. I am aware that on motion of party served, service is presumed
24 invalid if postal cancellation date or postage meter date is more than one day after date of deposit for
25 mailing in affidavit.

26 _____ (BY FEDERAL EXPRESS OR OTHER OVERNIGHT SERVICE) I deposited the sealed envelope in a box or
27 other facility regularly maintained by the express service carrier or delivered the sealed envelope to an
28 authorized carrier or driver authorized by the express carrier to receive documents.

29 X (BY ELECTRONIC SERVICE) The above-stated document was submitted for service by electronic
30 transmission of CASEANYWHERE on the counsel of record listed above..

31 X (UPLOADED TO LWDA WEB PORTAL) I caused the above-described documents to be delivered to the Labor
32 & Workforce Development Agency via online process at the PAGA Filing website (www.dir.ca.gov)
33 in accordance with the procedure imposed by the LWDA.

34 I certify that the above document was printed on recycled paper.

35 I declare under penalty of perjury that the foregoing is true and correct.

36 Executed on August 12, 2024, at Westlake Village, California.

37 /s/ Amelia Booth

38 AMELIA BOOTH