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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

VICTOR PALMA, VICTOR
VILLASENOR, AND LUIS
MALDONADO, individually and on
behalf of all others similarly situated,

Plaintiffs,

vs.

TEAM ALLIANCE LOGISTICS INC., a
California corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No. 22STCV40081
Complaint Filed: 12/22/2022

CLASS ACTION

**DECLARATION OF GILLIAN
MCCREEDY REGARDING NOTICE
AND SETTLEMENT
ADMINISTRATION**

Hearing Date: November 20, 2024
Time: 10:30 a.m.

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1. I am employed as a Project Manager by Simpluris, Inc. (“Simpluris”), the Court-approved class action settlement administrator in the above-entitled action. Our Corporate Office address is 3194-C Airport Loop Dr., Costa Mesa, CA 92626. My telephone number is (714) 410-2171. I am over twenty-one years of age and authorized to make this declaration on behalf of Simpluris and myself.
2. Simpluris is a Class Action Settlement Administration company located in Costa Mesa, California. It was founded by individuals who have each managed hundreds of settlements, along with professionals in the areas of Software Development, Third-Party Claims Administration, Mail-House Operations, and Call Center Support Management.
3. Simpluris was approved by counsel for Plaintiffs Victor Palma, Victor Villasenor, and Luis Maldonado (together, “Plaintiffs”), and Defendant Team Alliance Logistics Inc. (“Defendant”) (collectively the “Parties”) to provide settlement administration services in the *Palma, et al. v Team Alliance Logistics Inc.* action (“Settlement”). In this capacity, Simpluris was charged with (a) establishing and maintaining a related settlement fund account; (b) establishing and maintaining a calendar of administrative deadlines and responsibilities; (c) processing and mailing payments to the Plaintiffs, Class Counsel, Participating Class Members, and PAGA Members; (d) printing and mailing the Notice of Proposed Class Action Settlement and Hearing Date for Court Approval (“Class Notice”) to Class Members and PAGA Members in English and Spanish; (e) receiving and validating Requests for Exclusion, Objections, and Workweek Challenges submitted by Class Members and PAGA Members; (f) calculating employer payroll taxes and contributions on the wages portion of Individual Class Payments (“Employer Taxes”) and providing appropriate forms and calculations to Defendant; (g) mailing Individual Class Payment checks to Participating Class Members and Individual PAGA Payment checks to PAGA Members, (h)

1 providing counsel with weekly reports; and (i) other tasks as the Parties mutually agree
2 or the Court orders Simpluris to perform.

3 **NOTIFICATION TO THE CLASS**

4 4. On August 20, 2024, Simpluris received the Court-approved Class Notice.
5 The Class Notice advised Class Members of their right to request exclusion from the
6 Class Settlement, object to the Class Settlement, dispute Workweeks and/or PAGA Pay
7 Periods, do nothing, and the implications of each such action. The Class Notice advised
8 Class Members of applicable deadlines and other events, including the Final Approval
9 Hearing, and how Class Members could obtain additional information.

10 5. On August 21, 2024, Defendant's counsel provided Simpluris a list
11 containing each Class Member's and PAGA Member's full name, last known mailing
12 address, Social Security number, and dates of employment for Class Members and
13 PAGA Members (collectively, "Class Data"). The Class Data contained data for thirty-
14 three (33) individuals.

15 6. The Escalator Clause of the Settlement Agreement indicates that if
16 Defendants Workweek Estimate is incorrect by more than (10%) during the Class
17 Period (i.e., to 2,600 or more Workweeks), then Defendant shall have the option to
18 either (a) increase the Gross Settlement Amount on a proportional Workweek basis by
19 the same number of percentage points above ten percent (10%) by which the actual
20 number of Workweeks exceeds 2,600, or (b) shorten the release period to the date on
21 which the number of Workweeks reaches 2,600. The total number of Workweeks
22 during this period was 1,696, which does not exceed 2,600. Therefore, the Escalator
23 Clause was not triggered and the Gross Settlement Amount remains three hundred
24 thousand dollars (\$300,000.00).

25 7. The mailing addresses contained in the Class List were processed and
26 updated utilizing the National Change of Address Database ("NCOA") maintained by
27 the U.S. Postal Service. The NCOA contains requested changes of address filed with
28 the U.S. Postal Service. In the event that any individual had filed a U.S. Postal Service

1 change of address request, the address listed with the NCOA would be utilized in
2 connection with the mailing of the Notice. Simpluris was able to locate thirteen (13)
3 updated addresses using NCOA prior to the mailing of the Class Notice.

4 8. On September 6, 2024, the Class Notice was mailed to thirty-three (33)
5 individuals identified as Class Members. Of the thirty-three (33) Class Members,
6 twenty-eight (28) are identified as PAGA Members. The Class Notice was mailed via
7 First Class in English and Spanish. A copy of the Class Notice is attached hereto as
8 **Exhibit A.**

9 9. A total of zero (0) Class Notices were returned to Simpluris. There are zero
10 (0) mailed Class Notices deemed undeliverable.

11 **TOLL-FREE TELEPHONE HELPLINE**

12 10. A toll-free telephone number was included in the Class Notice for the
13 purpose of allowing the Class Members to call Simpluris and to make inquiries
14 regarding the Settlement. The system is accessible 24 hours a day, 7 days a week, and
15 will remain in operation throughout the settlement process. Callers have the option to
16 speak with a live call center representative during normal business hours or to leave a
17 message and receive a return call during non-business hours. Spanish-speaking
18 representatives are available during normal business hours. The toll-free telephone
19 number included in the Notice is (833) 215-5175 and was live on September 6, 2024.

20 **WEBSITE**

21 11. The Administrator's website, Simpluris.com/Case-Search, is included in the
22 Class Notice for Class Members to access and download Settlement documents.
23 Simpluris also established and maintains a case-specific email address for Class
24 Members to ask questions or submit documents related to the Settlement. The case-
25 specific email address included in the Class Notice is
26 info@TeamAllianceSettlement.com.

1 **REQUESTS FOR EXCLUSION, OBJECTIONS AND DISPUTES**

2 12. The deadline for Class Members to submit a Request for Exclusion from
3 the Class Settlement, Objection to the Class Settlement, or challenge Workweeks and/or
4 PAGA Pay Periods is November 6, 2024.

5 13. As of this date, Simpluris has received zero (0) Requests for Exclusion from
6 the Class Settlement from Class Members.

7 14. As of this date, Simpluris has received zero (0) Objections to the Class
8 Settlement from Class Members.

9 15. As of this date, Simpluris has received zero (0) Workweek Challenges from
10 Class Members and PAGA Members.

11 **CLASS MEMBER AWARDS**

12 16. As of this date, there are thirty-three (33) Participating Class Members who
13 will be paid their portion of the Net Settlement Amount. Of the thirty-three (33)
14 Participating Class Members, twenty-eight (28) are also PAGA Members who will also
15 be paid out of the twenty-five percent (25%) portion of the PAGA Payment.

16 17. The Net Settlement Amount of \$143,842.00 available to pay Participating
17 Class Members was determined by subtracting Class Counsel's fees (\$99,999.00), Class
18 Counsel's costs (\$10,000.00), the Class Representative Award (\$5,000.00), te PAGA
19 Payment (\$23,250.00), and the Administrative Costs (\$7,909.00) from the Gross
20 Settlement Amount of \$3000,000.00.

21 18. The *average estimated Individual Class Payment* is \$4,230.65, the *highest*
22 *estimated Individual Class Payment* is \$15,266.25, and the *lowest estimated Individual*
23 *Class Payment* is \$84.81.

24 19. As of this date, there are twenty-eight (28) PAGA Members who will be
25 paid their portion of 25% of the PAGA Payment.

26 20. The *average estimated Individual PAGA Payment* is \$207.59, the *highest*
27 *estimated Individual PAGA Payment* is \$580.00, and the *lowest estimated Individual*
28 *PAGA Payment* is \$6.24.

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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 1st day of Novemebr 2024, in Norfolk, Virginia.

5

DECLARATION OF GILLIAN MCCREEDY REGARDING NOTICE AND SETTLEMENT ADMINISTRATION

Exhibit A

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

Victor Palma, et al. v. Team Alliance Logistics Inc., Case Number 22STCV40081

«IMb|ullBarcodeEncoded»

«FirstName» «LastName» «BusinessName»

«Address1» «Address2»

SIMID «SIMID»
From Court

«City», «State» «Zip»

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.

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Team Alliance Logistics Inc. and MTK Transportation Inc. (“Defendants” is used herein as a placeholder) for alleged wage and hour violations, among other claims. The Action was filed by former employees of Defendants, Victor Palma, Victor Villasenor and Luis Maldonado (“Plaintiffs”) and seeks payment of wages and other relief for a class of employees (“Class Members”) who worked for Defendants during the Class Period (December 22, 2018 through July 13, 2023).

The proposed Settlement is a Class Settlement requiring Defendants to fund Individual Class Payments.

Based on DEFENDANTS’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$«MERGED_EstSettAmnt_CALC» (less withholding)**. The actual amount you may receive likely will be different and will depend on a number of factors.

The above estimates are based on Defendants’ records showing that you worked «MERGED_WW_CALC» **workweeks** during the Class Period. If you believe that you worked more workweeks during this period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don’t Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment. In exchange, you will be bound by the class release provisions in the settlement.
You Can Opt-out of the Class Settlement	If you don’t want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion by the Opt-Out Deadline. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.
The Opt-out Deadline is November 6, 2024.	

Participating Class Members Can Object to the Class Settlement Written Objections Must be Submitted by November 6, 2024	You may object to the Settlement by submitting a written objection to the Settlement Administrator, Class Counsel and Defense Counsel no later than the objection deadline indicated in the column to the left, stating each of your objections to the Settlement. If the Court grants final approval of the settlement despite your objection, you will remain eligible to automatically receive an Individual Class Payment if the Court grants final approval of the settlement. In such case, you will be bound by the release provisions in the settlement. See Section 7 of this Notice.
You Can Participate in the November 20, 2024, Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on November 20, 2024 . You don't 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. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks Written Challenges Must be Submitted by November 6, 2024	The amount of your Individual Class Payment depends on how many workweeks you worked at least one day during the Class Period. The number Class Period Workweeks you worked according to Defendants' records is stated on the first page of this Notice. If you disagree with this number, you must challenge it by November 6, 2024 . See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendants. The Action accuses Defendants of violating California labor laws by (1) willful misclassification (Labor Code Section 226.8, 2698, et seq); (2) failure to pay separately and hourly for time spent by drivers on rest periods and non-productive time (Labor Code Sections 1194, 1194.2); (3) failure to provide paid rest breaks and pay missed rest break premiums (Labor Code Sections 226.7; IWC Wage Order No. 9); (4) failure to provide meal periods and pay missed meal period premiums (Labor Code sections 226.7, 512, IWC Wage Order No. 9); (5) failure to reimburse business expenses (Labor Code section 2802); (6) failure to pay all wages owed in a timely manner (Labor Code Section 204); (7) failure to provide complete wage statements (Labor Code Sections 226 and 226.3); (8) waiting time penalties (Labor Code Sections 201-203); (9) unlawful termination (Labor Code Section 1102.5); (10) PAGA and other penalties (Labor Code Sections 2698-2699.5); and (11) unfair competition in violation of California Business & Professions Code Section 17200, et seq. Plaintiffs are represented by attorneys in the Action:

Mark D. Potter (SBN 166317)
mark@potterhandy.com
James M. Treglio (SBN 228077)
jimt@potterhandy.com
POTTER HANDY LLP ("Class Counsel.")
100 Pine St., Ste 1250
San Francisco, CA 94111
Phone: (858) 375-7385
Fax: (888) 422-5191

Defendants strongly deny violating any laws or failing to pay any wages and contends they complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendants or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendants hired the well-respected mediator, Steve Rottman, Esq., in an effort to resolve the Action by negotiating an end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendants have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendants Will Pay \$300,000 as the Gross Settlement Amount (Gross Settlement). Defendants have agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual Class Payments, Individual PAGA Payments, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payments, the LWDA PAGA Payment, and the Administrator's Expenses. Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement not more than 30 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$99,999.00 (33% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$10,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$5,000.00 as a Class Representative Award paid to each Plaintiff for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiffs will receive from the Gross Settlement Amount other than Plaintiffs' Individual Class Payments and any Individual PAGA Payments.
 - C. Up to \$10,000.00 to the Administrator for services administering the Settlement.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments and Individual PAGA Payments to Participating Class Members and PAGA Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to [e.g., interest, etc.] ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes it owes on the Wage Portion. The Administrator will report the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendants have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than **November 6, 2024**, that you wish to opt-out. You must notify the Administrator by sending a written and signed Request for Exclusion by the **November 6, 2024** Response Deadline. The Request for Exclusion should be a signed letter from a Class Member setting

forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants. There is no statutory right for any PAGA member to object to, opt out of, or otherwise exclude himself or herself from the settlement of the PAGA claims. Accordingly, any timely objection or exclusion from the Settlement submitted by a Class Member shall be construed as relating only to the putative class action claims and shall have no effect whatsoever on the settlement of the PAGA claims.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against DEFENDANTS.
8. Administrator. The Court has appointed a neutral company, Simpluris (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
9. Participating Class Members' Release. After the Judgment is final and Defendants have fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for wages based on the Class Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members release Released Parties from any and all claims, damages, debts, liabilities, demands, obligations, penalties, actions or causes of action of any kind, arising under state, federal or local law, whether statutory, common law, or administrative law, at any time during the Class Period, that were or could have been asserted based on or arising out of the factual allegations in the Operative Complaint, LWDA Letter or based on any facts discovered in the course of the Action to the extent permitted by law, including, without limitation, claims for: willful misclassification, unpaid wages, overtime, failure to pay separately and hourly for time spent on rest periods and non-productive time, failure to provide paid rest breaks and pay missed rest break premiums, failure to provide meal periods and pay missed meal period premiums, failure to reimburse business expenses, untimely payment of wages, wage statement violations, waiting time penalties, unlawful termination under Labor Code Section 1102.5, violations of the unfair competition laws, failure to pay all wages owed each payday, failure to maintain accurate records, California Business and Professions Code section 17200, et seq., the federal Fair Labor Standards Act ("FLSA," 29 U.S.C. section 201 et seq.); claims under California Labor Code sections 201 to 204, 210, 218.5, 218.6, 221 to 223, 226, 226.2, 226.3, 226.7, 226.8, 382, 401 to 410, 510, 512, 558, 558.1, 1102.5, 1174, 1174.5, 1182.11, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 1199.5, 2698 et seq., 2802, 2804, 3287, 3289, and the Wage Orders promulgated thereunder; and claims for injunctive relief, punitive damages, penalties of any nature, interest, fees, and costs. As to federal claims arising under the FLSA that could have been pleaded based on the facts pleaded in the Operative Complaint, such claims shall not be released unless and until a Participating Class Member signs their settlement check, which will constitute consent to opt into the release of all FLSA claims that could have been pleaded based on the facts pleaded in the Operative Complaint. Participating Class Members **do not** release any other claims, including claims for vested benefits, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts outside of the Operative Complaint or outside the Class Period.

"Released Parties" includes Defendants and each of their respective past, present, and future parents, subsidiaries, divisions, affiliates, predecessors, successors, assigns, and related companies, and each of their respective past, present, and future shareholders, members, owners, officers, directors, employees, agents, investment bankers, accountants, insurers, reinsurers, attorneys, trustees, representatives administrators, fiduciaries, beneficiaries, subrogees, executors, partners, privies, and any other individual or entity which could be liable for any of the Released Claims.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Workweek Challenges. The number of Class Workweeks you worked during the Class Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until **November 6, 2024**, to challenge the number of

Workweeks. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Workweeks based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Victor Palma, et al. v. Team Alliance Logistics Inc.*, Case Number 22STCV40081, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by November 6, 2024, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to approve. At least 16 days before the **November 20, 2024** Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [Simpluris.com/Case-Search](https://www.simpluris.com/Case-Search) or the Court's website www.lacourt.org.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is November 6, 2024.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Victor Palma, et al. v. Team Alliance Logistics Inc.*, Case Number 22STCV40081 and include your name, current address, telephone number, and approximate dates of employment for Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on **November 20, 2024** at 10:30 a.m. in Department 7 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense

Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [Simpluris.com/Case-Search](https://www.simpluris.com/Case-Search) beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to Simpluris' website at [Simpluris.com/Case-Search](https://www.simpluris.com/Case-Search). You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 22STCV40081. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Mark D. Potter (SBN 166317)

mark@potterhandy.com

James M. Treglio (SBN 228077)

jimt@potterhandy.com

POTTER HANDY LLP ("Class Counsel.")

100 Pine St., Ste 1250

San Francisco, CA 94111

Phone: (858) 375-7385

Fax: (888) 422-5191

Settlement Administrator:

Victor Palma, et al. v. Team Alliance Logistics Inc.

c/o Settlement Administrator - 8006

P.O. Box 26170

Santa Ana, CA 92799

Phone: (833) 215-5175

Fax: (714) 824-8591

Email: info@TeamAllianceSettlement.com

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

Settlement Administrator:

Victor Palma, et al. v. Team Alliance Logistics Inc.

c/o Settlement Administrator - 8006

P.O. Box 26170

Santa Ana, CA 92799

Email: info@TeamAllianceSettlement.com

Fax: (714) 824-8591

NOTIFICACIÓN DE ACUERDO DE ACCIÓN DE CLASE HOMOLOGADA POR LA CORTE Y FECHA DE AUDIENCIA PARA LA HOMOLOGACIÓN DEFINITIVA POR PARTE DE LA CORTE

Victor Palma, et al. V. Team Alliance Logistics Inc., Caso Número 22STCV40081

«FirstName» «LastName» «BusinessName»
«Address1» «Address2»
«City», «State» «Zip»

SIMID «SIMID»
«Barcode_197718»

La Corte Superior del Estado de California autorizó esta Notificación. ¡Léela atentamente!

No se trata de correo basura, spam, publicidad o petición por parte de un abogado. Usted no está siendo demandado.

Puede ser elegible para recibir dinero de un juicio de acción de clase (“Acción”) contra Team Alliance Logistics Inc. y MTK Transportation Inc. (“Demandados” se utiliza en el presente como marcador de posición) por supuestas violaciones de salarios y horas, entre otros reclamos. La Acción fue presentada por exempleados de los Demandados, Victor Palma, Victor Villaseñor y Luis Maldonado (“Demandantes”) y busca el pago de salarios y otras reparaciones para una clase de empleados (“Miembros de la Clase”) que trabajaron para los Demandados durante el Período de la Clase (22 de diciembre del 2018 al 13 de julio del 2023).

El Acuerdo propuesto es un Acuerdo de Clase que requiere que los Demandados financien los Pagos Individuales de la Clase.

Según los registros de los DEMANDADOS y las suposiciones actuales de las Partes, se estima que su Pago Individual de la Clase es de \$«MERGED_EstSettAmnt_CALC» (menos las retenciones). El monto real que puede recibir probablemente será diferente y dependerá de una serie de factores.

Las estimaciones anteriores se basan en los registros de los Demandados que muestran que usted trabajó «MERGED_WW_CALC» semanas de trabajo durante el Período de la Clase. Si cree que trabajó más semanas de trabajo durante este período, puede presentar una impugnación antes de la fecha límite. Consulte la Sección 4 de esta Notificación.

La Corte ya ha homologado de manera preliminar el Acuerdo propuesto y ha aprobado esta Notificación. La Corte aún no ha decidido si concede la homologación definitiva. Sus derechos legales se ven afectados ya sea que usted actúe o no. Lea atentamente esta Notificación. Se considerará que la ha leído y entendido cuidadosamente. En la Audiencia de Homologación Definitiva, la Corte decidirá si homologa definitivamente el Acuerdo y cuánto del Acuerdo se pagará a los Demandantes y a los abogados de los Demandantes (“Abogados de la Clase”). La Corte también decidirá si dicta una sentencia que exija a los Demandados realizar pagos en virtud del Acuerdo y exige que los Miembros de la Clase y los Empleados Agraviados renuncien a sus derechos a hacer valer determinados reclamos contra los Demandados.

RESUMEN DE SUS DERECHOS Y OPCIONES LEGALES EN ESTE ACUERDO

No tiene que hacer nada para participar en el Acuerdo	Si no hace nada, será un Miembro Participante de la Clase, elegible para un Pago Individual de la Clase. A cambio, quedará obligado por las disposiciones de exoneración de la clase en el Acuerdo.
Puede excluirse del Acuerdo de Clase La fecha límite para excluirse es el 6 de noviembre del 2024.	Si no desea participar plenamente en el Acuerdo propuesto, puede excluirse del Acuerdo de Clase enviando al Administrador una Solicitud de Exclusión por escrito antes de la Fecha Límite para Exclusión. Una vez excluido, será un Miembro No Participante de la Clase y ya no será elegible para un Pago Individual de la Clase. Los Miembros No Participantes de la Clase no pueden oponerse a ninguna parte del Acuerdo propuesto. Consulte la Sección 6 de esta Notificación.

Los Miembros Participantes de la Clase pueden oponerse al Acuerdo de Clase Las oposiciones escritas deben presentarse antes del 6 de noviembre del 2024	Puede oponerse al Acuerdo enviando una oposición por escrito al Administrador del Acuerdo, al Abogado de la Clase y al Abogado del Demandado a más tardar en la fecha límite para la oposición indicada en la columna a la izquierda, en la que indique cada una de sus oposiciones al Acuerdo. Si la Corte concede la homologación definitiva del Acuerdo a pesar de su oposición, seguirá siendo elegible para recibir automáticamente un Pago Individual de la Clase si la Corte concede la homologación definitiva del Acuerdo. En dicho caso, quedará obligado por las disposiciones de exoneración del Acuerdo. Consulte la Sección 7 de esta Notificación.
Puede participar en la Audiencia de Homologación Definitiva del 20 de noviembre del 2024	La Audiencia de Homologación Definitiva de la Corte está programada para llevarse a cabo el 20 de noviembre del 2024 . No tiene que asistir, pero tiene derecho a comparecer (o contratar a un abogado para que comparezca en su nombre a su propio costo), en persona, por teléfono o utilizando la plataforma de comparecencia virtual de la Corte. Los Miembros Participantes de la Clase pueden oponerse verbalmente al Acuerdo en la Audiencia de Homologación Definitiva. Consulte la Sección 8 de esta Notificación.
Puede impugnar el cálculo de sus semanas de trabajo Las impugnaciones escritas deben presentarse antes del 6 de noviembre del 2024	El importe de su Pago Individual de la Clase depende de cuántas semanas de trabajo trabajó al menos un día durante el Período de la Clase. La cantidad de Semanas de Trabajo del Período de la Clase que trabajó de acuerdo con los registros de los Demandados se indica en la primera página de esta Notificación. Si no está de acuerdo con este número, debe impugnarlo antes del 6 de noviembre del 2024 . Consulte la Sección 4 de esta Notificación.

1. ¿DE QUÉ SE TRATA LA ACCIÓN?

Los Demandantes son exempleados de los Demandados. La Acción acusa a los Demandados de violar las leyes laborales de California mediante (1) clasificación errónea intencional (Artículos 226.8, 2698, et seq del Código Laboral); (2) no pagar por separado y por hora el tiempo que los conductores pasan en períodos de descanso y tiempo no productivo (Artículos 1194, 1194.2) del Código Laboral); (3) no proporcionar períodos de descanso pagos y no pagar primas por períodos de descanso no tomados (Artículos 226 del Código Laboral; Orden Salarial No. 9 de la IWC); (4) no proporcionar períodos de comida y pagar primas por períodos de comida no tomados (Artículos 226.7, 512 del Código Laboral, Orden Salarial No. 9 de la IWC); (5) no reembolsar gastos comerciales (Artículo 2802 del Código Laboral); (6) no pagar todos los salarios adeudados de manera oportuna (Artículo 204 del Código Laboral); (7) no proporcionar talones de cheque completos (Artículos 226 y 1102 del Código Laboral); (8) sanciones por mora (Artículos 201-203 del Código Laboral); (9) despido ilegal (Artículo 226 del Código Laboral) (10) PAGA y otras sanciones (Artículos 2698-2699.5 del Código Laboral); y (11) competencia desleal en violación del Artículo 17200, et seq del Código de Negocios y Profesiones de California. Los Demandantes están representados por abogados en la Acción:

Mark D. Potter (No. Del Colegio de Abogados del Estado 166317)
mark@potterhandy.com

James M. Treglio (No. Del Colegio de Abogados del Estado 228077)
jimt@potterhandy.com

POTTER HANDY LLP (“Abogado de la Clase”).

100 Pine St., Ste 1250
 San Francisco, CA 94111
 Teléfono: (858) 375-7385
 Fax: (888) 422-5191

Los Demandados niegan rotundamente haber violado la ley o incumplido el pago de salarios y sostienen que cumplieron con todas las leyes aplicables.

2. ¿QUÉ SIGNIFICA QUE LA ACCIÓN SE HA RESUELTO?

Hasta ahora, la Corte no ha tomado ninguna determinación sobre si los Demandados o Demandantes tienen razón en cuanto al fondo. Mientras tanto, los Demandantes y los Demandados contrataron al respetado mediador, Steve Rottman, Esq., en un esfuerzo por resolver la Acción negociando el fin del caso por acuerdo (resolver el caso) en lugar de continuar con el costoso y largo proceso de litigación. Las negociaciones tuvieron éxito. Al firmar un largo acuerdo escrito (“Acuerdo”) y

aceptar conjuntamente solicitar a la Corte que dicte una sentencia que ponga fin a la Acción y haga cumplir el Acuerdo, los Demandantes y los Demandados han negociado un acuerdo propuesto que está sujeto a la Homologación Definitiva de la Corte. Ambas partes acuerdan que el Acuerdo propuesto es un acuerdo de los reclamos en disputa. Al aceptar llegar a un acuerdo, los Demandados no admiten ninguna violación ni conceden el mérito de ningún reclamo.

Los Demandantes y el Abogado de la Clase creen firmemente que el Acuerdo es un buen trato para usted porque creen que: (1) Los Demandados han acordado pagar un monto justo, razonable y adecuado considerando la solidez de los reclamos y los riesgos e incertidumbres de continuar con el litigio; y (2) el Acuerdo es en el mejor interés de los Miembros de la Clase. La Corte homologó preliminarmente el Acuerdo propuesto como justo, razonable y adecuado, autorizó esta Notificación, y programó una audiencia para determinar la Homologación Definitiva.

3. ¿CUÁLES SON LOS IMPORTANTES TÉRMINOS DEL ACUERDO PROPUESTO?

1. Los Demandados pagarán \$300,000 como Importe Bruto del Acuerdo (Acuerdo Bruto). Los Demandados han acordado depositar el Importe Bruto del Acuerdo en una cuenta controlada por el Administrador del Acuerdo. El Administrador utilizará el Importe Bruto del Acuerdo para pagar los Pagos Individuales de la Clase, los Pagos Individuales de la Clase, los Pagos Individuales en virtud de la PAGA, los Honorarios de los Abogados de la Clase, pagos por el Servicio al Representante de la Clase, el Pago en virtud de la PAGA de la LWDA y los gastos del Administrador. Suponiendo que la Corte otorgue la Homologación Definitiva, los Demandados financiarán el Acuerdo Bruto no más de 30 días después de que la Sentencia dictada por la Corte sea definitiva. La Sentencia será definitiva en la fecha en la que la Corte la dicte, o en una fecha posterior si los Miembros Participantes de la Clase se oponen al Acuerdo propuesto o si se apela la Sentencia.
2. Deducciones del Importe Bruto del Acuerdo homologadas por la Corte. En la Audiencia de Homologación Definitiva, el Demandante y/o el Abogado de la Clase le pedirán a la Corte que apruebe las siguientes deducciones del Acuerdo Bruto, cuyos importes serán decididos por la Corte en la Audiencia de Homologación Definitiva:
 - A. Hasta \$99,999.00 (33% del Acuerdo Bruto) a los Abogados de la Clase por honorarios de abogados y hasta \$10,000 por sus gastos de litigación. Hasta la fecha, los Abogados de la Clase han trabajado e incurrido en gastos en la Acción sin pago.
 - B. Hasta \$5,000.00 como un Aumento en el Pago al Representante de la Clase pagado a cada Demandante por presentar la Acción, trabajar con los Abogados de la Clase y representar a la Clase. Un Aumento en el Pago al Representante de la Clase será el único dinero que los Demandantes recibirán del Importe Bruto del Acuerdo que no sean los Pagos Individuales de la Clase de los Demandantes y cualquier Pago Individual en virtud de la PAGA.
 - C. Hasta \$10,000.00 al Administrador por los servicios de administración del Acuerdo.

Los Miembros Participantes de la Clase tienen derecho a oponerse a cualquiera de estas deducciones. La Corte considerará todas las oposiciones.

3. Acuerdo Neto pagado a los Miembros de la Clase. Después de realizar las deducciones anteriores en los importes aprobados por la Corte, el Administrador pagará el resto del Acuerdo Bruto (el “Acuerdo Neto”) realizando Pagos Individuales de la Clase y Pagos Individuales en virtud de la PAGA a los Miembros Participantes de la Clase y los Miembros de la PAGA según sus Semanas de Trabajo del Período de la Clase.
4. Impuestos adeudados sobre los pagos a los Miembros de la Clase. El Demandante y los Demandados solicitan a la Corte que apruebe una asignación del 20% de cada Pago Individual de la Clase a salarios impositivos (“Parte Salarial”) y del 80% a [p. ej., intereses, etc.] (“Parte No Salarial”). La parte salarial está sujeta a retenciones y se informará en los Formularios W-2 del IRS. Los Demandados pagarán por separado los impuestos de la nómina de pago del empleador que adeuda sobre la Parte Salarial. El Administrador informará las partes no salariales de los Pagos Individuales de la Clase en los Formularios 1099 del IRS.

Si bien el Demandante y los Demandados han aceptado estas asignaciones, ninguna de las partes lo asesora sobre si sus Pagos están sujetos a impuestos o cuánto podría deber en impuestos. Usted tiene la responsabilidad de pagar todos los impuestos (incluidas las sanciones e intereses en impuestos atrasados) sobre cualquier Pago recibido del Acuerdo propuesto. Debe consultar a un asesor impositivo si tiene alguna pregunta sobre las consecuencias impositivas del Acuerdo propuesto.

5. Necesidad de cobrar rápidamente los cheques de pago. El anverso de cada cheque emitido para los Pagos Individuales de la Clase y los Pagos Individuales en virtud de la PAGA mostrará la fecha en que vence el cheque (la fecha de anulación). Si no lo cobra antes de la fecha de anulación, el cheque se cancelará automáticamente, y se depositará el dinero en el Fondo

de Propiedad No Reclamada del Contralor de California en su nombre.

Si el dinero representado por su cheque es enviado al Fondo de Propiedad No Reclamada del Contralor, debe consultar las normas del Fondo para recibir instrucciones sobre cómo recuperar el dinero.

6. Solicitud de Exclusión del Acuerdo de Clase (exclusiones). Será tratado como un Miembro Participante de la Clase que participa plenamente en el Acuerdo de Clase, a menos que notifique al Administrador por escrito, a más tardar el **6 de noviembre del 2024**, que desea excluirse. Debe notificar al Administrador enviando una Solicitud de Exclusión escrita y firmada antes de la Fecha Límite para la Respuesta del **6 de noviembre del 2024**. La Solicitud de Exclusión debe ser una carta firmada de un Miembro de la Clase en la que se indique el nombre, dirección actual, número de teléfono y una simple declaración que demuestre la elección de ser excluido del Acuerdo. Los Miembros de la Clase Excluidos (es decir, Miembros No Participantes de la Clase) no recibirán Pagos Individuales de la Clase, pero conservarán sus derechos a llevar a cabo los reclamos por salarios y horarios contra los Demandados. No existe ningún derecho estatutario para que ningún miembro de la PAGA se oponga o se excluya del acuerdo de los reclamos en virtud de la PAGA. En consecuencia, toda oposición o exclusión oportuna del Acuerdo presentada por un Miembro de la Clase se interpretará como una relación únicamente con los reclamos de acción de clase putativa y no tendrá ningún efecto sobre el acuerdo de los reclamos en virtud de la PAGA.
7. El Acuerdo propuesto será nulo si la Corte niega la homologación definitiva. Es posible que la Corte rechace conceder la homologación definitiva del Acuerdo o decline emitir una Sentencia. También es posible que la Corte dicte una Sentencia que sea revocada en la apelación. Los Demandantes y los Demandados han acordado que, en cualquier caso, el Acuerdo será nulo: Los Demandados no pagarán ninguna suma de dinero y los Miembros de la Clase no exonerarán ningún reclamo contra los DEMANDADOS.
8. Administrador. La Corte ha designado a una compañía neutral, Simpluris (el “Administrador”) para que envíe esta Notificación, calcule y realice pagos y tramite las Solicitudes de Exclusión de los Miembros de la Clase. El Administrador también decidirá las impugnaciones de los Miembros de la Clase durante las Semanas de Trabajo, enviará y reenviará los cheques del acuerdo y formularios impositivos, y realizará otras tareas necesarias para administrar el Acuerdo. La información de contacto del Administrador se encuentra en la Sección 9 de esta Notificación.
9. Exoneración de los Miembros Participantes de la Clase. Después de que la Sentencia sea definitiva y los Demandados hayan financiado por completo el Importe Bruto del Acuerdo y pagado por separado todos los impuestos sobre la nómina de pago del empleador, los Miembros Participantes de la Clase tendrán prohibido legalmente hacer valer cualquiera de los reclamos exonerados en virtud del Acuerdo. Esto significa que, a menos que se excluya válidamente del Acuerdo de Clase, no puede demandar, continuar demandando ni ser parte de ningún otro juicio contra los Demandados o entidades relacionadas por salarios basados en los hechos del Período de la Clase, como se alega en la Acción y se resuelve mediante este Acuerdo.

Los Miembros Participantes de la Clase estarán obligados por la siguiente exoneración:

Todos los Miembros Participantes de la Clase exoneran a las Partes Exoneradas de todos los reclamos, daños, deudas, responsabilidades, demandas, obligaciones, sanciones, acciones o causas de acción de cualquier tipo, que surjan en virtud de la ley estatal, federal o local, ya sea legal, del common law o del derecho administrativo, en cualquier momento durante el Período de la Clase, que fueron o podrían haberse afirmado sobre la base o que surjan de las acusaciones de hecho en la Demanda vigente, la Carta de la LWDA o sobre la base de cualquier hecho descubierto en el curso de la Acción en la medida permitida por la ley, incluidos, entre otros, reclamos por: clasificación errónea intencional, salarios impagos, salarios, horas extra, no pagar por separado y por hora el tiempo dedicado a períodos de descanso y tiempo no productivo, no proporcionar períodos de descanso pagos y no pagar primas por períodos de descanso no tomados, no proporcionar períodos de comida y pagar primas por períodos de comida no tomados, no reembolsar gastos comerciales, pago no oportuno de salarios, violaciones de talones de cheque, sanciones por tiempo de espera, despido ilegal conforme al Artículo 1102 del Código Laboral, violaciones de las leyes de competencia desleal, no pagar todos los salarios adeudados cada día de pago, no mantener registros precisos, artículo 17200, et seq. del Código de Negocios y Profesiones de California, la Ley federal de Estándares de Trabajo Justos (“FLSA”, 29 U.S.C. § 201 et seq.); reclamos conforme a los artículos 201 a 204, 210, 218.5, 218.6, 221 a 223 del Código Laboral de California, 226, 226.2, 226.3, 226.7, 226.8, 382, 401 a 410, 510, 512, 558, 558.1, 1102.5, 1174, 1174.5, 1182.11, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 1199.5, 2698 et seq., 2802, 2804, 3287, 3289, y las Órdenes Salariales promulgadas en virtud de las mismas; y reclamos por medidas cautelares, daños punitivos, sanciones de cualquier naturaleza, intereses, honorarios y costos. En cuanto a los reclamos federales que surjan en virtud de la FLSA que podrían haberse alegado sobre la base de los hechos alegados en la Demanda Operativa, dichos reclamos no se exonerarán a menos y hasta que un Miembro Participante de la Clase firme su cheque del acuerdo, lo que constituirá consentimiento para excluirse de la exoneración de todos los reclamos conforme a la FLSA que podrían haberse alegado sobre la base de los hechos alegados. Los Miembros Participantes de la Clase **no** exoneran ningún otro reclamo, incluidos reclamos por beneficios adquiridos, violación de la Ley de Igualdad en el Empleo y la Vivienda,

seguro de desempleo, discapacidad, seguro social, indemnización por accidentes de trabajo, o reclamos basados en hechos fuera de la Demanda Operativa o fuera del Período de la Clase.

“Partes Exoneradas” incluye a los Demandados y cada una de sus respectivas controlantes, subsidiarias, divisiones, afiliadas, predecesores, sucesores, cesionarios y compañías relacionadas, y cada uno de sus respectivos accionistas, miembros, propietarios, funcionarios, directores, empleados, agentes, banqueros de inversión, contadores, aseguradoras, reaseguradoras, abogados, fideicomisarios, representantes administradores, fiduciarios, beneficiarios, subrogantes, albaceas, socios, asesores y cualquier otra persona o entidad pasada, presente y futura que pueda ser responsable de cualquiera de los Reclamos Exonerados.

4. ¿CÓMO CALCULARÁ EL ADMINISTRADOR MI PAGO?

1. Pagos Individuales de la Clase. El Administrador calculará los Pagos Individuales de la Clase mediante (a) la división del Importe Neto del Acuerdo por la cantidad total de Semanas de Trabajo trabajadas por todos los Miembros Participantes de la Clase y (b) la multiplicación del resultado por la cantidad de Semanas de Trabajo trabajada por cada Miembro Participante de la Clase.
2. Impugnaciones de las Semanas de Trabajo. La cantidad de Semanas de Trabajo de la Clase que trabajó durante el Período de la Clase, según se registra en los registros de los Demandados, se indica en la primera página de esta Notificación. Tiene hasta el **6 de noviembre del 2024** para impugnar la cantidad de Semanas de Trabajo. Puede presentar su impugnación firmando y enviando una carta al Administrador por correo, correo electrónico o fax. La Sección 9 de esta Notificación tiene la información de contacto del Administrador.

Debe apoyar su impugnación enviando copias de talones de pago u otros registros. El Administrador aceptará el cálculo de las Semanas de Trabajo de los Demandados basado en los registros de los Demandados como preciso a menos que envíe copias de registros que contengan información contraria. Debe enviar copias en lugar de originales porque los documentos no le serán devueltos. El Administrador resolverá las impugnaciones de las Semanas de Trabajo en función de su presentación y de los comentarios de los Abogados de la Clase (que abogarán en nombre de los Miembros Participantes de la Clase) y los Abogados de los Demandados. La decisión del Administrador es definitiva. No puede apelar ni impugnar su decisión final.

5. ¿CÓMO ME PAGARÁN?

Miembros Participantes de la Clase. El Administrador enviará, por correo de los EE. UU., un único cheque a cada Miembro Participante de la Clase (es decir, cada Miembro de la Clase que no se excluya).

Su cheque será enviado a la misma dirección que esta Notificación. Si cambia de dirección, asegúrese de notificar al Administrador lo antes posible. La Sección 9 de esta Notificación tiene la información de contacto del Administrador.

6. ¿CÓMO ME EXCLUYO DEL ACUERDO DE CLASE?

Envíe una carta escrita y firmada con su nombre, dirección actual, número de teléfono y una declaración simple de que no desea participar en el Acuerdo. El Administrador lo excluirá sobre la base de cualquier escrito que comunique su solicitud exclusión. Asegúrese de firmar personalmente su solicitud, identificar la Acción como *Victor Palma, et al. V. Team Alliance Logistics Inc.*, Caso Número 22STCV40081, e incluya su información de identificación (nombre completo, dirección, número de teléfono, fechas aproximadas de empleo y número de seguro social para fines de verificación). Debe realizar la solicitud usted mismo. Si alguien más realiza la solicitud por usted, no será válida. **El Administrador debe recibir su solicitud de exclusión antes del 6 de noviembre del 2024, o será inválida.** La Sección 9 de la Notificación contiene la información de contacto del Administrador.

7. ¿CÓMO ME OPONGO AL ACUERDO?

Solo los Miembros Participantes de la Clase tienen derecho a oponerse al Acuerdo. Antes de decidir si se opone, es posible que desee ver lo que el Demandante y los Demandados solicitan a la Corte que apruebe. Al menos 16 días antes de la Audiencia de Homologación Definitiva del **20 de noviembre del 2024**, el Abogado de la Clase y/o el Demandante presentarán ante la Corte (1) una Solicitud de Homologación Definitiva que incluya, entre otras cosas, las razones por las que el Acuerdo propuesto es justo, y (2) una Solicitud de Honorarios, Gastos de Litigio y Gastos de Litigio que indique (i) el monto que el Abogado de la Clase solicita y (ii) el monto que el Demandante solicita como Aumento en el Pago al Representante de la Clase. Ante una solicitud razonable, el Abogado de la Clase (cuya información de contacto se encuentra en la Sección 9 de esta Notificación) le enviará copias de estos documentos sin costo para usted. También puede verlos en

el sitio web del Administrador Simpluris.com/Case-Search o el sitio web de la Corte www.lacourt.org.

Un Miembro Participante de la Clase que no esté de acuerdo con cualquier aspecto del Acuerdo, la Solicitud de Homologación Definitiva y/o la Solicitud de Honorarios, Gastos de Litigio y Aumento en el Pago por Servicios puede desear oponerse, por ejemplo, a que el Acuerdo propuesto es injusto, o que los montos solicitados por el Abogado de la Clase o el Demandante son demasiado altos o bajos. **La fecha límite para enviar oposiciones escritas al Administrador es el 6 de noviembre del 2024.** Asegúrese de decirle al Administrador a qué se opone, por qué se opone y cualquier hecho que respalde su oposición. Asegúrese de identificar la Acción *Victor Palma, et al. V. Team Alliance Logistics Inc.*, Caso Número 22STCV40081 e incluya su nombre, dirección actual, número de teléfono y fechas aproximadas de empleo para los Demandados y firme la oposición. La Sección 9 de esta Notificación tiene la información de contacto del Administrador.

De forma alternativa, un Miembro Participante de la Clase puede oponerse (o contratar personalmente un abogado que se oponga a su propio cargo) al comparecer ante la Audiencia de Homologación Definitiva. Usted (o su abogado) deben estar listos para decirle a la Corte a qué se opone, por qué se opone y cualquier hecho que respalde su oposición. Consulte la Sección 8 de esta Notificación (inmediatamente a continuación) para conocer los detalles de la Audiencia de Homologación Definitiva.

8. ¿PUEDO ASISTIR A LA AUDIENCIA DE HOMOLOGACIÓN DEFINITIVA?

Puede, pero no tiene la obligación de asistir a la Audiencia de Homologación Definitiva el **20 de noviembre del 2024** a las 10:30 a. m. en el Departamento 7 de la Corte Superior de Los Ángeles, ubicado en 312 North Spring Street, Los Ángeles, CA 90012. En la audiencia, el juez decidirá si concede la homologación definitiva del Acuerdo y cuánto del Acuerdo Bruto se pagará al Abogado de la Clase, al Demandante y al Administrador. La Corte invitará a los opositores, los Abogados de la Clase y los Abogados del Demandado a comentar antes de tomar una decisión. Puede asistir (o contratar a un abogado para que asista) ya sea personalmente o virtualmente a través de LACourtConnect (<https://www.lacourt.org/lacc/>). Consulte el sitio web de la Corte para obtener la información más actualizada.

Es posible que la Corte reprogramme la Audiencia de Homologación Definitiva. Debe consultar el sitio web del Administrador Simpluris.com/Case-Search con anticipación o contactar al Abogado de la Clase para verificar la fecha y hora de la Audiencia de Homologación Definitiva.

9. ¿CÓMO PUEDO OBTENER MÁS INFORMACIÓN?

El Acuerdo establece todo lo que los Demandados y el Demandante han prometido hacer en virtud del Acuerdo propuesto. La forma más fácil de leer el Acuerdo, la Sentencia o cualquier otro documento del Acuerdo es visitar el sitio web de Simpluris en Simpluris.com/Case-Search. También puede llamar por teléfono o enviar un correo electrónico al Abogado de la Clase o al Administrador utilizando la información de contacto que se indica a continuación, o consultar el sitio web de la Corte Superior visitando (<http://www.lacourt.org/casesummary/ui/index.aspx>) e ingresando el Número de Caso para la Acción, Caso No. 22STCV40081. También puede hacer una cita para revisar personalmente los documentos judiciales en la Secretaría de la Corte en Stanley Mosk Courthouse llamando al (213) 830-0800.

NO LLAME POR TELÉFONO A LA CORTE SUPERIOR PARA OBTENER INFORMACIÓN ACERCA DEL ACUERDO.

Abogados de la Clase:

Mark D. Potter (No. Del Colegio de Abogados del Estado
166317)

mark@potterhandy.com

James M. Treglio (No. Del Colegio de Abogados del Estado
228077)

jimt@potterhandy.com

POTTER HANDY LLP (“Abogado de la Clase”).

100 Pine St., Ste 1250
San Francisco, CA 94111
Teléfono: (858) 375-7385
Fax: (888) 422-5191

Administrador del Acuerdo:

Victor Palma, et al. V. Team Alliance Logistics Inc.
c/o Settlement Administrator - 8006

P.O. Box 26170

Santa Ana, CA 92799

Teléfono: (833) 215-5175

Fax: (714) 824-8591

Correo electrónico: info@TeamAllianceSettlement.com

10. ¿QUÉ SUCEDE SI PIERDO MI CHEQUE DEL ACUERDO?

Si pierde o extravía su cheque del acuerdo antes de cobrarlo, el Administrador lo reemplazará siempre y cuando solicite un reemplazo antes de la fecha de anulación en el anverso del cheque original. Si su cheque ya es nulo, debe consultar al Fondo de Propiedad No Reclamada para obtener instrucciones sobre cómo recuperar los fondos.

11. ¿QUÉ SUCEDE SI CAMBIO MI DIRECCIÓN?

Para recibir su cheque, debe notificar de inmediato al Administrador si se muda o cambia su dirección postal.

Administrador del Acuerdo:

Victor Palma, et al. V. Team Alliance Logistics Inc.

c/o Settlement Administrator - 8006

P.O. Box 26170

Santa Ana, CA 92799

Correo electrónico: info@TeamAllianceSettlement.com

Fax: (714) 824-8591

Exhibit B

Estimate Number:	20240910-PJI-02	Prepared By:	Patrick J. Ivie
Estimate Date:	9/10/2024	Telephone Number (mobile):	310.995.6455
Estimate Expiration Date:	12/9/2024	Email:	pivie@simpluris.com

Attorney Contact
Attorney: **James M. Treglio, Esq.**
Firm: Potter Handy LLP
Email: jimt@potterhandy.com

Opposing Counsel Contact
Attorney: **Megan Childres, Esq.**
Firm: O'Hagan Meyer LLP
Email: mchildres@ohaganmeyer.com

Case Name: *Palma v. Team Alliance Logistics Inc.*
County of Los Angeles Superior Court; Case No. 22STCV40081
Class and PAGA Settlement

Assumptions

In addition to the assumptions enumerated below, this estimate assumes that

- (1) Simpluris will receive data in a single, complete file; (2) there will be no substantial change to class size or in response rate;
- (3) administration costs will be paid from the QSF, and (4) Simpluris will submit revisions to this estimate to account for any material changes to scope.

Anticipated Class Size:	40	Undeliverable Rate:	10%
Claims Rate:	N/A	Mail Skip Trace Success Rate:	85%
Opt-out Rate:	1%	Call Rate:	4%
Language(s) for Communication	EN/SP	Average Call Length:	4 Minutes
Reminder Mailing:	N/A	Fund Distribution:	Simpluris
Unclaimed Funds:	Escheat	Number of Distributions:	1
State(s):	CA	Tax Year(s):	1
Length of Administration:	9 Months	Fund:	\$300,000

Case Setup

- Undertake postings on Simpluris website of key documents as ordered by the Court (e.g. orders and the Settlement Agreement)
- Data compilation: develop case-specific response tracking

Category	Unit Value	# of Units	Total
Project Manager - Case Setup	\$110.00	1	\$110.00
Case Document Web Postings	\$225.00	1	\$225.00
Database Manager - Initial Data Analysis	\$125.00	1	\$125.00
Total:			\$460.00

Notice and Communications

- Spanish Translation of the class Notice
- 6-page class Notice, sent by First Class US Mail, in English and Spanish

Category	Unit Value	# of Units	Total
Spanish Translations -3,860 words	\$0.25	3,860	\$965.00
Bilingual Notice Packet - 13 images	\$5.20	40	\$208.00
Postage	\$0.72	40	\$28.80
NCOA/CASS/LACS	\$0.14	40	\$5.60
Undeliverable Processing and Skip Trace	\$0.32	4	\$1.28
Remail Notice (assuming 85% skip trace success)	\$6.20	3	\$21.08
Remail Postage	\$0.72	3	\$2.45
Mailing Supervisor	\$55.00	1	\$55.00
Total:			\$1,287.21

Contact Center

- Establish case-specific toll-free number and 24/7 IVR
- Assuming 4-minute calls

Category	Unit Value	# of Units	Total
Call Center Set Up	\$350.00	1	\$350.00
Toll Free Monthly Maintenance	\$95.00	9 Months	\$855.00
IVR (includes toll-free number charges)	\$15.00	1	\$15.00
Subtotal			\$1,220.00

Administration

- Process incoming class and counsel communications, opt-outs, disputes, and objections

Category	Unit Value	# of Units	Total
Database Manager	\$125.00	1	\$125.00
Project Manager	\$110.00	2	\$220.00
Dispute Processing	\$1.75	2	\$3.50
Opt-out Processing	\$1.75	1	\$1.75
Reporting to Counsel (hours)	\$100.00	3	\$300.00
Total:			\$650.25

Award Disbursement

- Establish 26 CFR § 1.468B-1 compliant Qualified Settlement Fund ("QSF")
- Disburse award payments and tax documents
- Uncashed funds will be sent to the California Controller's Unclaimed Property Fund
- Conduct regular and annual IRS-mandated QSF reporting and reconciliation (one per calendar year)
- Complete all required filings with state and federal tax authorities

Category	Unit Value	# of Units	Total
Disbursement Data Preparation	\$125.00	1	\$125.00
Disbursement Manager - Data Validation	\$90.00	1	\$90.00
Setup Banking Account/QSF	\$675.00	1	\$675.00
QSF Monthly Reconciliation and Maintenance	\$125.00	9	\$1,125.00
Print & Mail Distribution Check and Tax Docs	\$0.60	40	\$24.00
Postage	\$0.72	40	\$28.80
Process Returned Checks (assuming 5%)	\$0.20	2	\$0.40
Skip Trace Search Undeliverable Checks	\$0.12	2	\$0.24
Remail Checks (includes postage)	\$1.70	2	\$3.40
Escheat Uncashed Checks	\$500.00	1	\$500.00
QSF Reporting and Final Declaration	\$500.00	1	\$500.00
QSF Annual Tax Reporting and Reconciliation	\$850.00	1	\$850.00
Distribution Manager	\$90.00	1	\$90.00
Total:			\$4,011.84

Case Completion

- Final audit and review
- Send final declaration and reporting to counsel

Category	Unit Value	# of Units	Total
Data Manager-Final Reporting	\$125.00	1	\$125.00
Clerical-Clean Up Any Misc.	\$45.00	1	\$45.00
Project Manager-Wrap-up Final Issues	\$110.00	1	\$110.00
Total:			\$280.00

Total Estimated Cost of Administration:

\$7,909

Not-to-Exceed Total:

\$10,000

Terms and Conditions

All administration services to be provided by Simpluris to Client, are provided subject to the following terms and conditions ("Agreement"):

1. Services: Simpluris agrees to provide Client those services set forth in the Proposal (the "Services") to which these terms and conditions are attached and which has been provided to Client. As compensation for such Services, Client agrees to pay the fees for Services outlined in the Proposal. Simpluris will often take direction from Client's representatives, employees, agents and or professionals (collectively, the "Client Parties") with respect to the Services. The parties agree that Simpluris may rely upon, and Client agrees to be bound by, any direction, advice or information provided by the Client Parties to the same extent as if provided by Client. Client agrees and understands that Simpluris shall not provide Client or any other party with any legal advice.

2. Fee Estimates Not Binding: Simpluris and Client acknowledge that it is difficult to determine all necessary work required for the Services or the total amount of fees that may be incurred in performing the Services. Client agrees that fees for Services described in the Proposal are estimated based on the requirements provided by Client. Actual fees charged by Simpluris may be greater or less than such estimate. Client specifically agrees that it will be responsible for the payment of all such fees. Simpluris will provide estimates and budgets, but they are not intended to be binding; are subject to unforeseen circumstances, and by their nature are inexact.

3. Billing and Payment: Simpluris will invoice Client on a regular basis unless a specific timeframe is otherwise set forth in the Proposal. Client shall pay all invoices within 30 days of receipt. Amounts unpaid after thirty (30) days are subject to a service charge at the rate of 1.5% per month or, if less, the highest rate permitted by law. Services are not provided on a contingency basis and Client shall remain liable to Simpluris for all fees incurred by Simpluris in performing the Services, regardless of any circumstance that impacts the outcome of Client's matter, including but not limited to, court decisions, actions by the parties, or a failure to consummate a settlement.

4. Further Assurances: Client agrees that it will use its best efforts to include provisions reasonably acceptable to Simpluris in any relevant court order, settlement agreement or similar document that provide for the payment of Simpluris' fees and expenses hereunder. No agreement to which Simpluris is not a party shall reduce or limit the full and prompt payment of Simpluris' fees and expenses as set forth herein and in the Proposal.

5. Rights of Ownership: The parties understand that the software programs and other materials furnished Simpluris to Client and/or developed during the course of the performance of Services are the sole property of Simpluris. The term "program" shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. Client agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished to Client. Fees and expenses paid by Client do not vest in Client any rights in such property, it being understood that such property is only being made available for Client's use during and in connection with the Services provided by Simpluris.

6. Bank Accounts: Simpluris will establish a demand deposit checking account (i.e. non-interest bearing) for funds received related to a distribution, unless directed otherwise in writing by the parties or unless the settlement agreement stipulates otherwise. Simpluris may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and compensation for services Simpluris performs for financial institutions to be eligible for FDIC deposit insurance. The amounts held pursuant to these Terms and Conditions are at the sole risk of Client and, without limiting the generality of the foregoing, Simpluris shall have no responsibility or liability for any diminution of the fund that may result from any deposit made with a financial institution including any losses resulting from a default by such institution or other credit losses. It is acknowledged and agreed that Simpluris will have acted prudently in depositing the fund at such institution.

7. Retention of Documents & Data: Unless otherwise required in writing by the Client or court orders, all returned/undeliverable physical documents will be securely shredded after the data has been confirmed uploaded to our systems. Simpluris will retain bank and tax documents for such period of time as it determines is required to maintain compliance with various federal and state law requirements. Unless otherwise required in writing by the Client or court orders, Simpluris will adhere to the Company's data deletion policies and will destroy all remaining project-related information from our systems three (3) years after the conclusion of the project. Storage beyond three (3) years is available upon request and will be billed as incurred.

8. Limitation of Liability; Disclaimer of Warranties: Simpluris warrants that it will perform the Services diligently, with competence and reasonable care. In no event will Simpluris be liable to Client or any third party for any claims, losses, costs, penalties, fines, judgments, tax activities, lost profits or business opportunities, business interruptions or delay, special, exemplary, punitive, consequential, indirect or incidental damages relating to the performance of the Services, regardless of whether Client's claim is for breach of contract, tort (including negligence and strict liability) or otherwise, regardless of whether such damage was foreseeable and whether such party has been advised of the possibility of such damages. Simpluris' cumulative liability for damages to Client hereunder will be limited to the total fees charged or chargeable to Client for the particular portion of the Services affected by Simpluris' omission or error. THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

9. Force Majeure: To the extent performance by Simpluris of any of its obligations hereunder is substantially prevented or delayed by reason of any act of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date

that Simpluris began performing Services, epidemic, pandemic, quarantine, civil commotion, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation or because of any other matter beyond Simpluris' reasonable control, then Simpluris' performance shall be excused and this Agreement, at Simpluris' option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

10. Rights in Data: Client agrees that it will not obtain, nor does Simpluris convey, any rights of ownership in the programs, system data, or materials provided or used by Simpluris in the performance of the Services.

11. Electronic Communications: During the provision of the Services, the parties may wish to communicate electronically with each other at a business e-mail address. However, the electronic transmission of information cannot be guaranteed to be secure or error free and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. Accordingly, each party agrees to use commercially reasonable procedures to check for the then most commonly known viruses and to check the integrity of data before sending information to the other electronically, but each party recognizes that such procedures cannot be a guarantee that transmissions will be virus free. It remains the responsibility of the party receiving an electronic communication from the other to carry out a virus check on any attachments before launching any documents whether received on disk or otherwise.

12. Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, by, or sent by registered mail, postage prepaid, or overnight courier to the address identified by each Party in the Proposal. Notice shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service. Notice should be addressed to an officer or principal of Client and Simpluris, as the case may be.

13. Waiver: Failure or delay on the part of a party to exercise any right, power or privilege hereunder shall not operate as a waiver thereof or any of other subject, right, power or privilege.

14. Termination: Client may terminate the Services at any time upon 30 days prior written notice to Simpluris. Termination of Services shall in no event relieve Client of its obligation make any payments due and payable to Simpluris for Services rendered up to the effective date of Termination. Simpluris may terminate this Agreement (i) for any reason upon no less than 60 days prior written notice to the Client; or (ii) upon 15 calendar days' prior written notice if the Client is not current in payment of fees.

15. Jurisdiction: These Terms and Conditions will be governed by and construed in accordance with the laws of the state of California, without giving effect to any choice of law principles.

16. Survival: Any remedies for breach of this Agreement, this Section and the following Sections will survive any expiration or termination of this Agreement: Section 4 - Limitation of Liability; Disclaimer of Warranties, Section 6 – Rights in Data, and Section 12- Jurisdiction, 14 -Confidentiality, and Section 15 – Indemnification.

17. Confidentiality: Simpluris maintains reasonable and appropriate safeguards to protect the confidentiality and security of data provided by Client to Simpluris in connection with the Services. If, pursuant to a court order or other proceeding, a third-party requests that Simpluris to disclose any confidential data provided by or for Client, Simpluris will promptly notify the Client unless prohibited by applicable law. Client will then have the option to provide Simpluris with qualified legal representation at Client's expense to defend against such request. If, pursuant to a court order, Simpluris is required to disclose data, produce documents, or otherwise act in contravention of the obligation to maintain confidentiality set forth in these terms and conditions, Simpluris will not be liable for breach of said obligation.

18. Indemnification: Client will indemnify and hold Simpluris (and the officers, employees, affiliates and agents) harmless against any losses whatsoever incurred by Simpluris, arising out of any action by a third party, including governmental agencies, in connection with , or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by Simpluris in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by Simpluris pursuant to Client's instructions.

19. Severability: If any term or condition or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

20. Database Administration: Simpluris' database administration for Client assumes that Client will provide complete data that includes all information required to send notifications and calculate and mail settlement payments. Data must be provided in a complete, consistent, standardized electronic format. Simpluris' standardized format is Microsoft Excel, however, Simpluris may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by Simpluris on a time and materials basis according to Simpluris' Standard Rates.

21. Entire Agreement: These Terms and Conditions together with the Proposal constitutes the entire agreement between the parties with respect of the subject matter hereof and supersede all prior understandings, agreements, or representations by or among the parties, written or oral, to the extent they relate in any way to the subject matter hereof.