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

JASON RUIZ, on behalf of himself, the
general public, and all “aggrieved employees”
pursuant to Labor Code § 2698 *et seq.*

Plaintiffs,

v.

SUPERIOR TRANSPORTATION
ASSOCIATES, INC., a Nevada corporation,
and DOES 1 through 10, inclusive,

Defendants.

CASE NO: CIVSB2303596

*Assigned to the Hon. Christian Towns
Dept. S26*

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT AND
RELEASE OF CLAIMS**

Complaint Filed: January 27, 2023

1 This Class Action and PAGA Settlement Agreement and Release of Claims is entered into
2 by and between Plaintiff Jason Ruiz, individually and on behalf of all others similarly situated, and
3 on behalf of the State of California, and Defendant Superior Transportation Associates, Inc. and is
4 approved by their respective counsel of record, subject to the terms and conditions hereof and the
5 Court's approval.

6 **A. Definitions**

7 1. "Action" or "Lawsuit" means and refers to the proceeding entitled *Ruiz v. Superior*
8 *Transportation Associates, Inc.*, San Bernardino County Superior Court, Case No.
9 CIVSB2303596.

10 2. "Administrator" means and refers to ILYM Group, Inc., the third-party class action
11 settlement administrator agreed to by the Parties, that will provide the Notice to the Class Members
12 and distribute the settlement amounts as described in this Agreement.

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

21 4. "Aggrieved Employee(s)" means all current and former employees employed by
22 Defendant in California at any time during the PAGA Period, but excluding managers and
23 directors.

24 5. "Agreement" or "Settlement Agreement" or "Settlement" shall mean this Class
25 Action and PAGA Settlement Agreement and Release of Claims.

26 6. "Class" is defined all current and former employees employed by Defendant in
27 California at any time during the Class Period, but excluding managers and directors.

28 7. "Class Member(s)" refers to individual members of the Class.

1 8. “Class Counsel” refers to Daniel F. Gaines of Gaines & Gaines, APLC.

2 9. “Class Data” means a complete list that Defendant will diligently and in good faith
3 compile from their records and provide to the Administrator on one spreadsheet which shall
4 include, for each Class Member, the individual’s full name; last known address; Social Security
5 Number; and total Weeks Worked during the PAGA Period and the Class Period, respectively.

6 10. “Class Period” is deemed to be any time during the period of January 27, 2019
7 through August 15, 2023.

8 11. “Class Representative” or “Plaintiff” means and refers to Plaintiff Jason Ruiz.

9 12. “Complaint” refers to the operative class and representative action complaint filed
10 in this Action on January 27, 2023.

11 13. “Court” (or “Judge”) means the California Superior Court, County of San
12 Bernardino.

13 14. “Defendant” means and refers to Superior Transportation Associates, Inc.

14 15. “Defendant’s Counsel” or “Defense Counsel” means and refers to Daily Aljian,
15 LLP.

16 16. “Effective Date” means the date upon which both of the following have occurred:
17 (a) approval of the settlement is granted by the Court, or other court assuming jurisdiction of the
18 Action, and (b) the Court’s judgment approving the settlement becomes Final. As used here,
19 “Final” shall mean the latest of: (i) if no objections are made, the date that the Court enters the
20 judgment granting final approval of the Settlement; (ii) if there is an objection, and if no appeal is
21 filed, the expiration date of the time for filing or noticing any appeal of the judgment; (iii) if there
22 is an objection, and if there is an appeal of the Court’s judgment, the date the judgment is affirmed
23 on appeal, the date of dismissal of such an appeal, or the expiration of time to file a petition for
24 writ of certiorari to the California Supreme Court; or (iv) if there is an objection, and if a petition
25 for writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the
26 judgment is affirmed pursuant to such a petition.

27 17. “Escalator Clause:” Defendant estimates that there are approximately 343 Class
28 Members, who collectively worked a total of approximately 12,200 Workweeks during the Class

Period. If the total Workweeks (as contained in the Class Data) increases by more than 5%, then the Settlement Amount shall increase proportionally over the 5% increase. For example, if the number of workweeks increase by 6% through the Class Period, the Settlement Amount shall increase by 1%.

18. “Final Approval” refers to the order of the Court granting final approval of this Settlement Agreement and entering a judgment approving this Agreement on substantially the terms provided herein or as may be modified by subsequent agreement of the Parties. Defendant will be provided with an opportunity to review and comment upon the motion for final approval before it is filed by Plaintiff and/or Class Counsel.

19. “Individual Class Payment” refers to each Participating Class Members share of the Net Settlement Amount, as further discussed in Paragraph 47(c) below.

20. “Individual PAGA Payment” refers to each Aggrieved Employees share of twenty-five percent (25%) of the PAGA Penalties, as further discussed in Paragraph 47(h) below.

21. “Net Settlement Amount” shall have the meaning ascribed to it in Paragraph 47(b) below.

22. “Notice” means the notice of proposed class settlement, attached hereto as **Exhibit A**, that will be sent to the Class Members and which will advise each Class Member of the settlement and his or her estimated Individual Class Payment and Individual PAGA Payment and will further advise of the setting of a Final Approval Hearing.

23. “Objecting Class Member” means a Class Member, other than Plaintiff, who submits a valid and timely objection to the terms of this Agreement, pursuant to Paragraph 67(c) below.

24. “PAGA Penalties” means the total amount of Twenty Thousand Dollars and Zero Cents (\$20,000.00) that the Parties have agreed to pay seventy-five percent (75%) thereof to the Labor and Workforce Development Agency (“LWDA”) in connection with the California Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”), as well the remaining twenty-five percent (25%) allocated to each Aggrieved Employee for his or her share of the Individual PAGA Payment.

1 25. “PAGA Period” is deemed to be any time during the period of November 15, 2021,
2 through August 15, 2023.

3 26. “Participating Class Member” means all Class Members who are deemed to
4 participate and receive an Individual Class Payment and who have not opted-out of the Settlement
5 by submitting timely and valid Requests for Exclusion.

6 27. “Parties” or “Settling Parties” mean Plaintiff and Defendant, collectively.

7 28. “Preliminary Approval Date” means the date the Court approves the Settlement
8 Agreement and enters the Preliminary Approval Order.

9 29. “Preliminary Approval Order” means the judicial Order to be entered by the Court,
10 upon the application or motion of Plaintiff, preliminarily approving this Settlement and providing
11 for the issuance of the Notice to the Class, an opportunity to opt out of the Settlement, an
12 opportunity to submit timely objections to the Settlement, and setting a final approval hearing on
13 the fairness of the terms of Settlement, including approval of attorneys’ fees and costs. Provided
14 that the motion is consistent with the terms herein, Defendant will not object to Plaintiff’s motion
15 for preliminary approval but will be provided with an opportunity to review and comment upon
16 the motion before it is filed.

17 30. “QSF” means the Qualified Settlement Fund set up by the Administrator for the
18 benefit of the Participating Class Members and Aggrieved Employees, and from which the
19 settlement payments required under this Agreement shall be made.

20 31. “Release” shall mean the release and discharge of the Released Class Claims by
21 Plaintiff and all Participating Class Members, on behalf of himself or herself, and his or her
22 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
23 and assignees.

24 32. “Released Class Claims” or “Class Claims” by the Participating Class Members
25 upon Final Approval of the Settlement will include any and all claims and/or causes of action,
26 rights, demands, damages, debts, liabilities, obligations, wages, penalties, costs, expenses, interest,
27 and attorneys’ fees, which accrued during the Class Period during his or her employment in
28 California, that are alleged, or that reasonably could have been alleged in the Action based on the

facts set forth in the Complaint in the Action, including, any and all claims involving any alleged (a) misclassification of Class Members as overtime-exempt; (b) failure to pay all overtime wages due; (c) failure to provide rest periods or compensation in lieu thereof; (d) failure to provide meal periods or compensation in lieu thereof; (e) knowing and intentional failure to comply with itemized employee wage statement provision; (f) failure to timely pay wages due at separation of employment; and (g) violation of the California Unfair Competition Law (which includes direct class action claims under all applicable orders of the Industrial Welfare Commission, including Wage Order 9-2001, as amended; under California Labor Code §§ 90.5, 201-203, 226, 226.7, 510, 512, 558, 1174, 1174.5, 1194; California Code of Civil Procedure § 1021.5; and under California Business & Professions Code § 17200 *et seq.* predicated on the underlying Labor Code claims alleged). No PAGA claims are encompassed in the Released Class Claims.

33. “Released PAGA Claims” or “PAGA Claims” means any and all PAGA claims and/or causes of action, rights, demands, debts, liabilities, obligations, wages, penalties, costs, expenses, interest, and attorneys’ fees pursuant to PAGA to be released by Aggrieved Employees, which accrued during the PAGA Period during his or her employment in California, that are alleged in the Complaint on file in the Action and Plaintiff’s letter dated November 15, 2022, sent to the LWDA, or that could have been alleged in the Action based on the facts set forth therein, including, any and all claims for PAGA penalties, attorneys’ fees, and costs involving any alleged (a) misclassification of Aggrieved Employees as overtime-exempt; (b) failure to pay all overtime wages due; (c) failure to provide rest periods or compensation in lieu thereof; (d) failure to provide meal periods or compensation in lieu thereof; (e) knowing and intentional failure to comply with itemized employee wage statement provision; and (f) failure to timely pay wages due at separation of employment (which includes alleged violations of California Labor Code §§ 201-202, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, and 2698 *et seq.*; and all applicable orders of the Industrial Welfare Commission, including Wage Order 9-2001, as amended). No Aggrieved Employee may opt out of the PAGA portion of the Settlement.

34. “Released Parties” means Defendant and each of its present and former officers, directors, members, owners, managers, shareholders, agents, operators, partners, joint ventures,

1 subsidiaries, parent companies, registered DBAs, affiliates, related entities, consultants, attorneys,
2 insurers, predecessors, successors or assignees.

3 35. “Request for Exclusion” shall have the meaning ascribed to it in Paragraph 67(a)
4 below.

5 36. “Response Deadline” is 45 calendar days from the date the Notice is mailed to the
6 Class Members, unless a different deadline is required by the Court.

7 37. “Service Payment” or “Service Award” means the amount approved by the Court
8 to be paid to the Class Representative in addition to his Individual Class Payment as a Participating
9 Class Member and Individual PAGA Payment as an Aggrieved Employee.

10 38. “Settlement Amount” is Three Hundred Thousand Dollars and Zero Cents
11 (\$300,000.00), subject to the Escalator Clause and exclusive of Defendant’s obligation to fund its
12 share of payroll taxes, as further discussed in Paragraph 47(a) below.

13 39. “Work Weeks” or “Weeks Worked” in the context of a full-time or part-time Class
14 Member means any and all work weeks during the Class Period during which the Class Member
15 worked at least one day for Defendant, and in the context of temporary/seasonal Class Members,
16 the total number of days worked during the Class Period divided by five (5) and rounded up to the
17 nearest whole number. Likewise, in the context of Aggrieved Employees, it means any and all
18 weeks worked during the PAGA Period during which a full-time or part-time Aggrieved Employee
19 worked at least one day for Defendant, or for a temporary/seasonal Aggrieved Employee, the total
20 number of days worked during the PAGA Period divided by five (5) and rounded up to the nearest
21 whole number for temporary/seasonal.

22 **B. General Terms**

23 40. On January 27, 2023, Plaintiff filed a putative class and representative action in the
24 San Bernardino County Superior Court against Defendant. The Complaint alleged class and PAGA
25 claims, including: (a) failure to pay all overtime wages due, (b) failure to provide meal periods, (c)
26 failure to provide rest breaks, (d) failure to failure to timely pay wages upon separation of
27 employment, (e) failure to provide accurate itemized wage statements, and (f) unfair and unlawful
28 competition.

1 41. Defendant denies Plaintiff's claims and allegations and contends that Action is not
2 suitable for class certification.

3 42. The Class Representative believes he can proceed with the representative and class
4 claims, that the Action is meritorious, and that class certification is appropriate.

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

16 44. On August 14, 2023, Plaintiff and Defendant participated in a full-day mediation
17 with Michael Leb, Esq., a well-respected wage-and-hour mediator. The Parties were unable to
18 reach a resolution of the Action at the conclusion of mediation and extensive arms-length
19 negotiations; however, the Parties continued negotiations for nearly a year and were able to resolve
20 the Action.

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

25 46. Stipulation for Class Certification. For settlement purposes only, Defendant will
26 stipulate that the Class Members described herein who do not Request Exclusion from the Class
27 may be conditionally certified as a Class. This stipulation to certification is in no way an admission
28 that class action certification is proper and shall not be admissible in this or in any other action

except for the sole purposes of enforcing this Agreement. Should, for whatever reason, the Court fail to issue Final Approval, the Parties' stipulation to class certification as part of the Settlement shall become null and void ab initio and shall have no bearing on, and shall not be admissible in connection with, the issue of whether certification would be appropriate in a non-settlement context. Defendant expressly reserves its rights and declares that it would continue to oppose class certification and the substantive merits of the case should the Court fail to issue Final Approval. Plaintiff expressly reserves his rights and declares that he will continue to pursue class certification and a trial should the Court fail to issue Final Approval.

C. Terms of Settlement

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

(a) Settlement Amount: The Parties agree to settle the Action for the Settlement Amount, subject to the Escalator Clause and Defendant's obligation to separately pay its share of payroll taxes on the wage portion of the Individual Class Payments, which is the maximum amount that will be paid by Defendant and includes Individual Class Payments, Class Counsel's Attorneys' Fees and Costs Award, the Service Payment to the Class Representative, Administration Costs, and PAGA Penalties.

(b) Net Settlement Amount: The "Net Settlement Amount" is defined as the Settlement Amount less the Attorneys' Fees and Costs Award, the Service Payment to the Class Representative as awarded by the Court, the Administration Costs, and PAGA Penalties. If the Court reduces the Attorneys' Fees and Costs Award, Service Award, or Administrator Costs, or either increases or decreases the amount allocated to the PAGA Penalties, the difference shall be placed in the Net Settlement Amount and allocated to the Class.

(c) The Individual Class Payment for each Participating Class Member will be calculated by the Administrator using the Class Data provided by Defendant as follows. Compensable workweeks will be all Weeks Worked by the Participating Class Members during the Class Period. The dollars per compensable work week will be calculated by dividing the total Weeks Worked by Participating Class Members into the Net Settlement Amount to determine a per work week value ("Workweek Value"). The Workweek Value will be multiplied by the

1 number of Weeks Worked by a Participating Class Member during the Class Period to determine
2 the distribution for a Participating Class Member. If there are any timely submitted Requests for
3 Exclusion, the Administrator shall proportionately increase the Individual Class Payments for each
4 Participating Class Member so that the amount distributed to Participating Class Members equals
5 100% of the Net Settlement Amount.

6 (d) Allocation of Individual Class Payments: The Individual Class Payments to
7 Participating Class Members will be allocated as follows: 30% will be allocated as wages subject
8 to withholding of all applicable local, state and federal taxes; and 70% will be allocated for interest
9 and statutory penalties (pursuant to, *e.g.*, California Labor Code sections 203, 210, 226) from
10 which no taxes will be withheld. The Administrator will issue to each Participating Class Member
11 an Internal Revenue Service Form W-2 and comparable state forms with respect to the wage
12 allocation and a Form 1099 with respect to the penalties and interest allocations. The payment of
13 Individual Class Payments shall not obligate Defendant to confer any additional benefits or make
14 any additional payments to Class Members, such as 401(k) contributions or bonuses, if any.

15 (e) Service Payment to Class Representative: The amount, if any, awarded as
16 a Service Payment will be set by the Court in its discretion, not to exceed Ten Thousand Dollars
17 and Zero Cents (\$10,000.00) for the Class Representative, in exchange for the service that Plaintiff
18 performed on behalf of the Class. Defendant agrees not to oppose this request. The Service
19 Payment to Plaintiff will be paid out of the Settlement Amount. The Class Representative will be
20 issued an IRS Form 1099 in connection with this payment. Plaintiff shall be solely and legally
21 responsible to pay all applicable taxes on this payment. The Parties agree that any amount awarded
22 as the Service Payment to Plaintiff less than the requested amount shall not be a basis for Class
23 Counsel to void this Settlement Agreement. Should the Court approve a lesser amount for the
24 Service Payment, the difference shall be added to the Net Settlement Amount to be distributed to
25 the Participating Class Members.

26 (f) Attorneys' Fees and Costs Award: Defendant agrees to not oppose a request
27 by Class Counsel to the Court for an award of attorneys' fees of one-third of the Settlement
28 Amount, plus reasonable litigation costs not to exceed \$25,000 ("Attorney's Fees and Cost

Award”). Defendant agrees not to oppose any contention by Class Counsel that attorneys’ fees should be based on the common fund theory. The Attorney’s Fee and Cost Award shall be paid from the Settlement Amount, and, except for this award, Defendant shall have no further obligation to pay any attorneys’ fees, costs, or expenses to Class Counsel. The Released Parties shall have no liability to Class Counsel or any other Plaintiff’s Counsel arising from any claim to any portion of the Attorneys’ Fees and Costs Award. Class Counsel shall be solely and legally responsible to pay all applicable taxes on this payment, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments. Should the Court approve a lesser amount than what is sought by Class Counsel, the difference shall be added to the Net Settlement Amount to be distributed to the Participating Class Members. Any Court order awarding less than the amount sought by Class Counsel shall not be grounds to rescind the Settlement Agreement or otherwise void the Settlement. The Administrator shall issue to Class Counsel an IRS Form 1099 reflecting the amount of attorneys’ fees and costs awarded by the Court.

(g) Administration Costs: The fees and other charges of the Administrator will be paid from the Settlement Amount, not to exceed Seven Thousand Nine Hundred Fifty Dollars and Zero Cents (\$7,950.00), unless (1) the Escalator Clause is triggered (whereby any reasonable increase in Administration Costs shall be paid from the increased Settlement Amount, subject to Court approval), or (2) as otherwise approved by all Parties and the Court.

(h) PAGA Penalties: The Parties agree that Twenty Thousand Dollars and Zero Cents (\$20,000.00) is allocated to PAGA Penalties, and is to be paid from the Settlement Amount, subject to Court approval. Of this amount, Fifteen Thousand Dollars and Zero Cents (\$15,000.00) (*i.e.*, 75% of the PAGA Penalties) shall be paid to the LWDA in satisfaction of civil penalties under PAGA and Five Thousand Dollars and Zero Cents (\$5,000.00) (*i.e.*, 25% of the PAGA Penalties) will form the Individual PAGA Payments to the Aggrieved Employees, which shall be calculated and allocated pro-rata on a Work Week basis, which will be treated entirely as civil penalties, and shall be reported as required on an IRS Form 1099. Class Counsel shall give proper notice to the LWDA of the Settlement. The payment of Individual PAGA Payments shall not

obligate Defendant to confer any additional benefits or make any additional payments to Class Members, such as 401(k) contributions or bonuses, if any.

(i) Tax Liability: Class Counsel and Defendant make no representations as to the tax treatment or legal effect of settlement amounts called for hereunder, and Plaintiff and the Class Members are not relying on any statement or representation by Class Counsel or Defendant in this regard. Plaintiff, Participating Class Members, and Aggrieved Employees understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on their respective Individual Class Payments and Individual PAGA Payments, described herein. Forms 1099 will be distributed in the manner required by the Internal Revenue Code of 1986 (the “Code”) and consistent with this Agreement. If the Code, the regulations promulgated thereunder, or other applicable tax law, is changed after the date of this Agreement, the processes set forth in this Section may be modified in a manner to bring Defendant into compliance with any such changes. Plaintiff, Participating Class Members, and Aggrieved Employees understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on their respective payments described herein.

(j) CIRCULAR 230 DISCLAIMER. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO

THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

(k) "Non-Reversionary" Settlement. This is a "non-reversionary" settlement. Under no circumstances will any portion of the Settlement Amount revert to Defendant. Participating Class Members and Aggrieved Employees will not have to make a claim in order to receive an Individual Class Payment or Individual PAGA Payment. Distributions, in the form of Individual Class Payment or Individual PAGA Payments will be made directly to each Participating Class Member and Aggrieved Employee. The Administrator shall be responsible for accurately and timely reporting and remittance obligations with respect to unclaimed funds as a result of a Participating Class Member and/or Aggrieved Employee not cashing any checks delivered pursuant to the Settlement by the check cashing deadline, as set forth herein.

(l) Class Counsel and Plaintiff believe that the Settlement is fair and reasonable and will so represent same to the Court.

D. Release by the Participating Class Members

48. Upon entry of the Final Approval Order and Defendant's funding of the Settlement Amount and associated employer payroll tax obligations, and except as to such rights or claims as may be created by this Agreement, Plaintiff and the Participating Class Members will forever completely release and discharge the Released Parties from the Released Class Claims for the Class Period.

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

E. Release of PAGA Claims

50. Upon entry of the Final Approval Order and Defendant's funding of the Settlement Amount and associated employer payroll tax obligations, Plaintiff – in his individual capacity and on behalf of the State of California and LWDA, and the Aggrieved Employees – shall completely release and discharge the Released Parties from the Released PAGA Claims for the PAGA Period.

51. Regardless of submitting a valid Request for Exclusion, neither Plaintiff nor any Aggrieved Employee shall have the right to opt-out or otherwise exclude themselves from releasing the Released PAGA Claims.

52. It is the intent of the Parties that the Final Approval Order shall have full equitable and collateral estoppel and res judicata effect to the fullest extent permitted by law.

F. Release by Plaintiff

53. Plaintiff does hereby, for himself and his spouse, heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, personal representatives, and assigns forever and completely releases and discharges the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including back wages, statutory penalties, civil penalties, liquidated damages, exemplary damages, interest, attorneys' fees, and costs) of any nature whatsoever, from the beginning of time through the execution of this Agreement, whether known or unknown, suspected or unsuspected, including but not limited to all claims arising out of, based upon, or relating to Plaintiff's employment with Defendant or the remuneration for or termination of such employment (the "Plaintiff's Claims").

54. Without limiting the generality of the foregoing, this general release by Plaintiff includes all federal, state and local statutory claims, federal and state common law claims (including but not limited to those for contract, tort and equity), including without limitation the Americans with Disabilities Act, Age Discrimination in Employment Act, Title VII of the Civil

1 Rights Act of 1964 (as amended), 42 USC sec. 1981, 42 USC sec. 1983, the Fair Labor Standards
2 Act, the Employment Retirement Security Income Act of 1974, the California Constitution, the
3 California Fair Employment and Housing Act, the California Unfair Competition Act (California
4 Business and Professions Code section 17200 et seq.), and the California Labor Code.

5 55. Plaintiff agrees that there is a risk that any injury that he may have suffered by
6 reason of the Released Parties' relationship with them might not now be known, or Plaintiff may
7 discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or
8 believes to be true, and there is a further risk that said injuries, whether known or unknown at the
9 date of this Settlement Agreement, might possibly become progressively worse, and that as a result
10 thereof further damages may be sustained. Nevertheless, Plaintiff agrees to forever and fully
11 release and discharge the Released Parties, and understand that by the execution of this Settlement
12 Agreement no further claims for any such injuries that existed at the time of the execution of this
13 Settlement Agreement may ever be asserted by Plaintiff with respect to claims arising in the time
14 period from the beginning of time to the execution of this Settlement Agreement.

15 56. Plaintiff expressly waives and relinquishes all rights and benefits afforded by
16 Section 1542 of the Civil Code of the State of California and does so understanding and
17 acknowledging the significance of the waiver of Section 1542. Section 1542 of the Civil Code of
18 the State of California states:

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

26 Notwithstanding the provisions of Section 1542, and for the purpose of implementing a
27 full and complete release and discharge of all parties, Plaintiff expressly acknowledges that this
28 Settlement Agreement is intended to include in its effect, without limitation, all claims that
Plaintiff knew of, as well as all claims that he does not know or suspect to exist in his favor against
the Released Parties, or any of them, for the time period from the beginning of time to the execution

of this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment of any such Plaintiff's Claims. Notwithstanding the above, the general release by Plaintiff shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

G. Interim Stay of Proceedings

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

H. Notice Process

58. Appointment of Administrator. The Parties have agreed to the appointment of the Administrator to perform the duties of a settlement administrator, including mailing the Notice, using standard devices to obtain forwarding addresses, independently reviewing and verifying documentation associated with any claims or opt-out requests, resolving any disputes regarding the calculation or application of the formula for determining the Individual Class Payment and Individual PAGA Payments, drafting and mailing the settlement checks to Participating Class Members and Aggrieved Employees, issuing all necessary tax forms, and performing such other tasks as set forth herein or as the Parties mutually agree or that the Court orders.

59. Disputes Regarding Administration. All disputes relating to administration of the Settlement by the Administrator (except for disputes regarding Class Data) shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Agreement, until Plaintiff and Defendant notify the Court that all payments and obligations contemplated by this Agreement have been fully carried out. Prior to presenting any issue to the Court, counsel for the Parties will confer in good faith to resolve the dispute without the necessity of Court intervention. The Administrator shall also be responsible for issuing to Plaintiff, Participating Class Members, and Aggrieved Employees, and Class Counsel any Tax Forms as may be required by law for all amounts paid pursuant to this Agreement.

60. Class Data. Within fourteen (14) days after entry of the Preliminary Approval Order, Defendant shall provide the Class Data to the Administrator. The Administrator will run a

1 check of the Class Members' addresses against those on file with the U.S. Postal Service's National
2 Change of Address List. The Class Data provided to the Administrator will remain confidential
3 and will not be used or disclosed to anyone, except as required by applicable tax authorities,
4 pursuant to Defendant's express written consent, or by order of the Court. Although Class Counsel
5 will not be provided with the list of Class Data, nothing herein shall prevent Class Counsel from
6 communicating with Class Members regarding the Action and Settlement in accordance with Class
7 Counsel's ethical obligations owed to the Class.

8 61. Total Work Weeks. At least 5 days prior to mailing the Notice, the Administrator
9 shall provide a spreadsheet to Class Counsel and Defense Counsel containing a preliminary
10 calculation of all payments to be paid from the Settlement Amount, including the estimated
11 Individual Class Payments to each Class Member and Individual PAGA Payments to each
12 Aggrieved Employee (a person's name shall be redacted and a control number used in place of the
13 name). If the total Work Weeks worked by all Class Members triggers the Escalator Clause, the
14 Administrator shall notify the Parties of the increased Settlement Amount, and related increased
15 payments from the Settlement Amount, including increased Attorneys' Fees and Costs and any
16 increased Administration Costs, all of which shall be subject to Court approval.

17 62. Notice Packet. The Notice, as approved by the Court, shall be sent by the
18 Administrator to the Class Members, by first class mail, in English, within ten (10) calendar days
19 following the Administrator's receipt of the Class Data. The Administrator shall use standard
20 devices, including a skip trace, to obtain forwarding addresses of Class Members if any envelopes
21 are returned.

22 63. Returned Notices. The Administrator will take steps to ensure that the Notice is
23 received by all Class Members, including utilization of the National Change of Address Database
24 maintained by the United States Postal Service to review the accuracy of and, if possible, update
25 a mailing address. Notices will be re-mailed to any Class Member for whom an updated address
26 is located within ten (10) calendar days following both the Administrator learning of the failed
27 mailing and its receipt of the updated address. The Notice shall be identical to the original Notice,
28 except that it shall notify the Class Member that the exclusion (opt-out) request or objection must

1 be returned by the later of the Response Deadline or fifteen (15) days after the remailing of the
2 Notice.

3 64. Presumption Regarding Receipt of Notice. It will be conclusively presumed that if
4 an envelope has not been returned to Administrator by the Response Deadline that the Class
5 Member received the Notice.

6 65. Disputes Regarding Class Data. Class Members are deemed to participate in the
7 Settlement unless they opt-out, and Aggrieved Employees may not opt out of the Released PAGA
8 Claims. The Notice will inform Class Members of the estimated Individual Class Payment and
9 Individual PAGA Payment, as well as the number of Work Weeks worked during the Class Period
10 and the PAGA Period. Class Members may dispute their Weeks Worked if they feel they should
11 be credited with more Weeks Worked in the Class Period and/or PAGA Period in California than
12 Defendant's records show by timely submitting supporting evidence to the Administrator. In
13 addition to supporting records, a Class Member who wishes to dispute the number of Weeks
14 Worked he or she was credited with must include a written statement to that effect that also
15 includes the full name, address, telephone number, last four digits of the social security number,
16 and signature of the Class Member. Upon receipt of a written Work Week dispute, the
17 Administrator may contact the Class Member to confirm his or her identity should further
18 confirmation be necessary. Defendant's records will be presumed determinative absent reliable
19 evidence to rebut Defendant's records, but the Administrator will evaluate the evidence submitted
20 by the Class Member and inform Class Counsel and Defense Counsel as to the number of Class
21 Members who have submitted Work Week disputes. The Administrator will first provide the
22 evidence submitted to Defense Counsel to review the evidence and resolve the dispute in
23 accordance with its business records in good faith to determine the Class Member's actual number
24 of Work Weeks and estimated Individual Class Payment and Individual PAGA Payment. If the
25 Administrator, Defense Counsel, and the disputing Class Member are unable are unable to agree,
26 Class Counsel and Defense Counsel agree to submit the dispute to the Court to render a final
27 decision. Class Members and Aggrieved Employees will have until the Response Deadline to
28 dispute Weeks Worked, object or opt out, unless extended by the Court.

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

4 67. Class Members' Rights. Each Class Member will be fully advised of the
5 Settlement, the ability to object to the settlement, the ability to opt-out or request exclusion from
6 the Class Claims portion of the Settlement, and any Class Member who is also an Aggrieved
7 Employee cannot opt out of the Released PAGA Claims for the PAGA Period. The Notice will
8 inform the Class Members of the Court-established deadlines for filing objections or requesting
9 exclusion from the Settlement in accordance with the following guidelines:

10 (a) Requests for Exclusion from Class. Any Class Member, other than
11 Plaintiff, may request to be excluded from the Class by submitting a "Request for Exclusion" to
12 the Administrator, postmarked on or before the Response Deadline. The Request for Exclusion
13 should state:

14 "I WISH TO BE EXCLUDED FROM THE CLASS IN THE
15 SUPERIOR TRANSPORTATION ASSOCIATES, INC. CLASS
16 ACTION LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE
17 EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT
18 RECEIVE MY INDIVIDUAL CLASS PAYMENT FROM THIS
19 LAWSUIT."

20 To be valid, any Request for Exclusion must include the full name, address, telephone
21 number, last four digits of the social security number, and signature of the Class Member
22 requesting exclusion. The Request for Exclusion must be returned by mail to the Administrator at
23 the specified address set forth in the Notice. Any such Request must be made in accordance with
24 the terms set forth in the Notice. A Request for Exclusion will be timely only if postmarked by
25 the Response Deadline, unless the Parties otherwise agree in writing and approved by the Court.
26 Any Class Member who timely requests exclusion in compliance with these requirements: (i) will
27 not have any rights under this Agreement, including the right to object, dispute, appeal or comment
28 on the Settlement; (ii) will not be entitled to receive the Individual Class Payment under this

1 Agreement; and (iii) will not be bound by this Agreement, or the Judgment (except as to the
2 Released PAGA Claims). Any Class Member who is an Aggrieved Employee who requests timely
3 exclusion will still be subject to the Released PAGA Claims to the fullest extent permitted by law
4 and receive an Individual PAGA Payment. All Parties and their counsel, including Defendant's
5 respective members, member managers, owners, officers, and directors, shall not encourage or
6 solicit opt-outs or objections, directly or indirectly, through any means. Upon receipt of a Request
7 for Exclusion, the Administrator may contact the Class Member to confirm his or her identity
8 should further confirmation be necessary.

9 (b) Binding Effect on Participating Class Members. All Participating Class
10 Members will: (i) be bound by the terms and conditions of this Agreement, the Judgment, and the
11 releases set forth herein; and (ii) except as otherwise provided herein, will be deemed to have
12 waived all objections and oppositions to the fairness, reasonableness, and adequacy of the
13 Settlement.

14 (c) Objections to Settlement. Any Class Member, other than Plaintiff, who
15 does not submit a valid and timely Request for Exclusion may object to the terms of this
16 Agreement. To object, a Class Member shall inform the Administrator, in writing, of his or her
17 objection which must be postmarked by the Response Deadline at the address set forth in the
18 Notice. Such objection shall include the Objecting Class Member's full name, address, telephone
19 number, last four digits of the social security number, signature, and dates of employment with
20 Defendant, in addition to the case name and number, the basis for the objection, including any
21 legal support and each specific reason in support of the objection, as well as any documentation or
22 evidence in support thereof, and, if the Objecting Class Member is represented by counsel, the
23 name and address of his or her counsel. The Administrator shall provide objections, if any, to
24 Class Counsel and Defense Counsel within three (3) calendar days of receipt, and the
25 Administrator shall attach the same to its declaration of due diligence and file with the Court prior
26 to the Final Approval Hearing. An Objecting Class Member remains eligible to receive monetary
27 compensation from the Settlement. Plaintiff and Defendant shall not be responsible for any fees,
28 costs, or expenses incurred by an Objecting Class Member and/or his or her counsel related to any

1 objections to the Settlement. Submitting an objection does not preserve the right to appeal a final
2 judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and
3 properly intervening or filing a motion to vacate the judgment under Code of Civil Procedure §
4 663, or otherwise pursuant to applicable law. Upon receipt of an objection, the Administrator may
5 contact the Objecting Class Member to confirm his or her identity should further confirmation be
6 necessary.

7 (d) Failure to Object. Any Class Member who does not timely and properly
8 become a party of record by intervening or filing a motion to vacate the judgment waives all rights
9 to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate
10 proceeding, such as a motion to vacate judgment, motion for new trial, a motion under California
11 Code of Civil Procedure section 473, and extraordinary writs.

12 (e) Responses to Objections. Counsel for the Parties may file a response to any
13 objections submitted by an Objecting Class Member at least five (5) court days before the date of
14 the Final Approval Hearing.

15 (f) Class Members will have until the Response Deadline to object or submit a
16 Request for Exclusion to the Administrator by U.S. Mail. The Administrator shall disclose jointly
17 to Class Counsel and Defense Counsel what objections or Requests for Exclusion were timely
18 submitted on a weekly basis, and upon the request of Class Counsel or Defense Counsel.

19 68. Funding of the Settlement Amount. Defendant shall deposit the Settlement
20 Amount, plus Defendant's share of payroll taxes owed on Individual Class Payments, with the
21 Administrator after the Effective Date and within ten (10) days of notice from the Administrator
22 of the total amount due.

23 69. Distribution of Funds. No later than ten (10) calendar days after the deposit of the
24 Settlement Amount by Defendant, the Administrator shall mail the Individual Class Payments to
25 the Participating Class Members, the Individual PAGA Payments to the Aggrieved Employees,
26 the payment to Class Counsel for the Attorneys' Fees and Costs Award, any Service Payment to
27 the Class Representative, the payment to the LWDA for PAGA Penalties, and will pay itself the
28 Administration Costs.

1 70. Deadline for Cashing Settlement Checks. Participating Class Members and
2 Aggrieved Employees shall have 180 calendar days after mailing by the Administrator to cash
3 their settlement checks. The release will be binding upon all Participating Class Members who do
4 not cash their checks within the 180-day period. In the event that any settlement check is returned
5 to the Administrator within 180 days of mailing, the Administrator will, within five (5) business
6 days of receipt of the returned settlement check, perform a skip trace to locate the individual, and
7 notify Defense Counsel and Class Counsel of the results. If a new address is located by these
8 means, the Administrator will have ten (10) business days to re-issue the check. Neither
9 Defendant, Defense Counsel, Class Counsel, Plaintiff, nor the Administrator will have any liability
10 for lost or stolen settlement checks, forged signatures on settlement checks, or unauthorized
11 negotiation of settlement checks. Without limiting the foregoing, in the event a Participating Class
12 Member and/or Aggrieved Employee notifies the Administrator that he or she believes that a
13 settlement check has been lost or stolen, the Administrator shall immediately stop payment on
14 such check. If the check in question has not been negotiated prior to the stop payment order, the
15 Administrator will issue a replacement check.

16 (a) If any Participating Class Member's check is not cashed within the time
17 periods noted above, the check will be void and a stop-payment will be issued, and the
18 Administrator shall issue the unclaimed funds to the California State Controller's Office in the
19 name of the Class Member.

20 (b) If any Aggrieved Employee's check is not cashed within the time periods
21 noted above, the check will be void and a stop-payment will be issued, and the Administrator shall
22 issue the unclaimed funds to the California State Controller's Office in the name of the Aggrieved
23 Employee.

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

25 71. Promptly after execution of this Agreement, Plaintiff will move the Court for
26 Preliminary Approval of this Settlement and entry of the Preliminary Approval Order
27 accomplishing the following:

28 (a) Approving as to form and content the proposed Notice;

- 1 (b) Directing the mailing of the Notice by first class mail to the Class Members;
2 (c) Preliminarily approving this Settlement;
3 (d) Preliminarily certifying the class for purposes of this Settlement;
4 (e) Advising the LWDA of the proposed Settlement; and
5 (f) Scheduling the Final Approval Hearing on the issue of whether this
6 Settlement should be finally approved as fair, reasonable and adequate.

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

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

- 10 (a) Approving the Settlement, adjudging the terms thereof to be fair, reasonable
11 and adequate, and directing consummation of its terms and provisions;
12 (b) Approving Class Counsel's application for an award of attorneys' fees and
13 reimbursement of litigation costs and expenses, Service Payment to the Class Representative, and
14 the payment to the Administrator for costs of administering the settlement; and
15 (c) Entering judgment approving settlement.

16 **K. Voiding the Agreement**

17 73. If the Court fails or refuses to issue the Final Approval Order or fails to approve
18 any material condition of this Agreement that effects a fundamental change of the Settlement, the
19 Parties will expeditiously work together in good faith to address the Court's concerns to obtain
20 Final Approval. The Court's decision to award less than the amounts requested for Attorney's
21 Fees and Costs Award, Service Payment to the Class Representative, and Administration Costs
22 shall not constitute a material modification to the Agreement within the meaning of this paragraph.
23 If the Court fails or refuses to issue the Final Approval Order despite the Parties' good faith efforts,
24 the entire Agreement shall be rendered voidable and unenforceable as to all Parties herein at the
25 option of either Party.

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

75. If the Settlement is voided or fails for any reason other than pursuant to Paragraph 73, any costs incurred by the Administrator shall be borne equally by Defendant and Plaintiff, unless otherwise specified in this Agreement. The Party electing to render the Agreement void and unenforceable pursuant to Paragraph 73 shall be responsible for the costs incurred by the Administrator.

L. Other Terms

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

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

78. Mutual Full Cooperation. The Parties agree to fully cooperate with each other to accomplish the terms of this Agreement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Agreement and the terms set forth herein. As soon as practicable after execution of this Agreement, Class Counsel shall, with the assistance and cooperation of Defendant and Defense Counsel, take all necessary steps to secure the Court's preliminary and final approval of the settlement, and the final entry of judgment.

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

80. No Admission. Defendant denies any and all liability to Plaintiff and/or any Class Member and/or Aggrieved Employee in this Action, as to any and all causes of action that were asserted or that might have been asserted in this Action and any notices to the LWDA pursuant to PAGA. Nonetheless, Defendant wishes to settle and compromise the matters at issue in the Complaint to avoid further substantial expense and the inconvenience and distraction of protracted

1 and burdensome litigation. Defendant has taken into account the uncertainty and risks inherent in
2 litigation, and without conceding any infirmity in the defenses that it has asserted or could assert
3 against Plaintiff, have determined that it is desirable and beneficial that Plaintiff's claims be settled
4 in the manner and upon the terms and conditions set forth in this Agreement.

5 81. Inadmissibility of Agreement. Whether or not the Court issues the Final Approval
6 Order, nothing contained herein, nor the consummation of this Agreement, is to be construed or
7 deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant
8 or any of the other Released Parties. Each of the Parties hereto has entered into this Agreement
9 with the intention of avoiding further disputes and litigation with the attendant inconvenience and
10 expenses. This Agreement is a settlement document, and it, along with all related documents such
11 as the notices, and motions for preliminary and final approval, shall, pursuant to California
12 Evidence Code section 1152 and/or Federal Rule of Evidence 408, be inadmissible in evidence in
13 any proceeding, except an action or proceeding to approve the settlement, and/or interpret or
14 enforce this Agreement. The stipulation for class certification as part of this Agreement is for
15 settlement purposes only and if, for any reason the settlement is not approved, the stipulation will
16 be of no force or effect.

17 82. No Publicity. The Parties will not publicize the Settlement or disclose it to third
18 parties prior to the Court granting Preliminary Approval, except as required or necessary to
19 effectuate its terms and comply with law. After the Final Approval Date, Class Counsel and Class
20 Representative agree that they will not discuss the Settlement with the media, any settlement and
21 verdict reporting service, any social media postings or other Internet postings. Nothing herein
22 shall be construed to prevent Class Counsel from the public filing of motions or other case
23 materials in the Action related to seeking and obtaining Court approval of this Settlement and the
24 related awards of attorneys' fees and costs, or to communications with Class Members or their
25 representatives about this Settlement, including through the Administrator's court-approved notice
26 procedures, or to prevent the Parties or their representatives from communicating with financial or
27 legal advisors regarding the Settlement. In response to any media inquiry, Class Counsel may
28 state only that the Action has been settled on terms mutually agreeable to the Parties.

1 83. Use and Return of Class Data. Information provided to Class Counsel pursuant to
2 Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel
3 by Defendant in connection with the mediation between the Parties to the Action, other settlement
4 negotiations, or in connection with the Settlement, may be used only with respect to this
5 Settlement, and no other purpose, and may not be used in any way that violates any existing
6 contractual agreement, statute, or rule of court. Not later than 90 days after the date when the
7 Court discharges the Administrator's obligation to provide a Declaration confirming the final pay
8 out of the Settlement Amount, Plaintiff shall destroy, all paper and electronic copies and
9 summaries of Class Data received from Defendant unless, prior to the Court's discharge of the
10 Administrator's obligation, Defendant makes a written request to Class Counsel for the return,
11 rather than the destructions, of such Class Data.

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

16 *To the Class:*

17 DANIEL F. GAINES, ESQ. SBN 251488
18 daniel@gaineslawfirm.com
19 **GAINES & GAINES, APLC**
20 4550 East Thousand Oaks Boulevard, Suite 100
21 Westlake Village, California 91362
22 Telephone: (818) 703-8985
23 Facsimile: (818) 703-8984

24 *To Defendant:*

25 REED ALJIAN, ESQ. SBN 211010
26 ra@dallp.com
27 SIMON KWAK, ESQ. SBN 297362
28 sk@dallp.com
29 **DAILY ALJIAN LLP**
30 100 Bayview Circle, Suite 5500
31 Newport Beach, CA 92660
32 Telephone: (949) 861-2524
33 Facsimile: (949) 269-6364

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

9 86. Captions and Interpretations. Paragraph titles or captions contained herein are
10 inserted as a matter of convenience and for reference, and in no way define, limit, extend, or
11 describe the scope of this Agreement or any provision hereof. Each term of this Agreement is
12 contractual and not merely a recital.

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

17 88. Dispute Resolution. Prior to instituting legal action to enforce the provisions of
18 this Agreement or to declare rights and/or obligations under this Agreement, a Party shall provide
19 written notice to the other Party and allow an opportunity to cure the alleged deficiencies, and
20 Plaintiff and Defendant may agree to seek the help of the Mediator to resolve any dispute they are
21 unable to resolve informally. During this period, the Parties shall bear their own attorneys' fees
22 and costs. This provision shall not apply to any legal action or other proceeding instituted by any
23 person or entity other than Plaintiff or Defendant.

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

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

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

4 91. Continuing Jurisdiction. After entry of the Final Order and Judgment, the Court
5 will have continuing jurisdiction under California Code of Civil Procedure § 664.6 and as
6 otherwise allowed by law solely for purposes of addressing: (i) the interpretation and enforcement
7 of the terms of the Settlement, (ii) settlement administration matters; and (iii) such post-Final Order
8 and Judgment matters as may be appropriate under court rules or as set forth in this Settlement.

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

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

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

22 95. Enforcement Actions; Acceleration; Time is of the Essence. This Agreement is
23 binding and enforceable under California Code of Civil Procedure section 664.6, and the Court
24 shall retain jurisdiction to enforce this Agreement. Except as otherwise provided in this Settlement
25 Agreement, in the event that one or more of the Parties to this Settlement Agreement institutes any
26 action or proceeding in this case under Section 664.6 or otherwise or separate legal action or other
27 proceeding against any other Party or Parties to enforce the provisions of this Settlement
28 Agreement or to declare rights and/or obligations under this Settlement Agreement, the successful

1 Party or Parties shall be entitled to recover from the unsuccessful Party or Parties reasonable
2 attorney's fees and costs incurred in connection with any enforcement actions. If Defendant
3 breaches the payment provisions of this Agreement, all sums due hereunder shall be accelerated
4 and all due and payable. Time is of the essence with respect to all provisions herein.

5
6 Dated: 02 / 06 / 2025

PLAINTIFF AND CLASS REPRESENTATIVE:

7 
8 JASON RUIZ

9
10 Dated: _____

**DEFENDANT SUPERIOR TRANSPORTATION
ASSOCIATES, INC.**

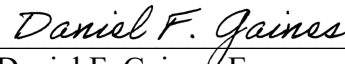
11
12
13 By: _____ (printed name)

14 _____ (title)

15 **APPROVED AS TO FORM:**

16
17 Dated: 2/6/2025

**CLASS COUNSEL
GAINES & GAINES, APLC**

18
19 
20 Daniel F. Gaines, Esq.
Attorneys for Plaintiff

21
22 Dated: _____

**DEFENSE COUNSEL
DAILY ALJIAN, LLP**

23
24
25 Reed Aljian, Esq.
Simon Kwak, Esq.
Attorneys for Defendant

Party or Parties shall be entitled to recover from the unsuccessful Party or Parties reasonable attorney's fees and costs incurred in connection with any enforcement actions. If Defendant breaches the payment provisions of this Agreement, all sums due hereunder shall be accelerated and all due and payable. Time is of the essence with respect to all provisions herein.

Dated: _____

PLAINTIFF AND CLASS REPRESENTATIVE:

JASON RUIZ

Dated: March 10, 2025

DEFENDANT SUPERIOR TRANSPORTATION ASSOCIATES, INC.

By: Kurt K Belcher (printed name)
CEO (title)

APPROVED AS TO FORM:

Dated: _____

CLASS COUNSEL
GAINES & GAINES, APLC

Daniel F. Gaines, Esq.
Attorneys for Plaintiff

Dated: March 13, 2025

DEFENSE COUNSEL
DAILY ALJIAN, LLP

Signed by:
Reed Aljian

Reed Aljian
672D3058CAD8466...
Simon Kwak, Esq.
Attorneys for Defendant

EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT

Jason Ruiz v. Superior Transportation Associates, Inc., San Bernardino County Case No. CIVSB2303596

***The San Bernardino County Superior Court 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 a class action lawsuit (the “Action”) against Superior Transportation Associates, Inc. (“Defendant”) for alleged misclassification as overtime-exempt, unpaid wages, and related claims, which are summarized below. The Action was filed by a former employee of Defendant, and seeks payment of (1) unpaid wages, statutory damages and penalties, interest and attorneys’ fees on behalf of a class of employees employed by Defendant in California during the Class Period (January 27, 2019, through August 15, 2023) (the “Class Members”); and (2) penalties and other remedies under the California Private Attorney General Act (“PAGA”) for all employees employed by Defendant in California during the PAGA Period (November 15, 2021, through August 15, 2023) (the “Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments to Class Members, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments to Aggrieved Employees and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

[CLASS MEMBER NAME] [ID/CONTROL NUMBER]

Two Parts	Weeks Worked During: Class Period (Class Member) and PAGA Period (Aggrieved Employee)	Your Estimated Share
Class Member	INSERT (During Class Period)	\$INSERT (Individual Class Payment)
Aggrieved Employee	INSERT (During PAGA Period)	\$INSERT (Individual PAGA Payment)

Based on Defendant’s records, and the Parties’ current assumptions, your Individual Class Payment (less withholding) and your Individual PAGA Payment are shown in the chart above, along with the Workweeks you are credited with working during the Class Period and PAGA Period, respectively. The actual amount you may receive likely will be different and will depend on several factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you were not credited with Workweeks during the PAGA Period.) If you worked as a temporary/seasonal employee, your Workweeks were calculated by dividing the total number of days worked during the Class Period and PAGA Period according to Defendant’s records by five (5), then rounded up to the nearest whole number.

If you believe that you worked more weeks during either period than Defendant’s records show in the chart above, you can submit a challenge by **DATE**, 2025 (“**Response Deadline**”). 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 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 Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have a few options as shown in the Chart below:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE A SETTLEMENT PAYMENT	If you want to receive your full settlement payment, then no further action is required on your part. You will automatically receive a settlement payment if the Settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Class Claims and Released PAGA Claims described in Section 3 .
EXCLUDE YOURSELF	If you do <u>not</u> wish to participate in the settlement of the Class Claims, you may “opt-out” of the settlement of the Class Claims. If you choose to opt-out, you must submit a Request for Exclusion by [REDACTED], 2025 (see Section 6 for more details on how to opt-out). If you opt-out, you will no longer be a Class Member, and you will (1) <u>not</u> receive an Individual Class Payment, but you will preserve your right to pursue the Released Class Claims described below subject to applicable statutes of limitations, and (2) be barred from filing an objection to the settlement. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims. See Section 6 of this Notice.
OBJECT	If you decide to object to the settlement with respect to the Class Claims because you find it unfair or unreasonable, you must submit an Objection stating why you object to the settlement by [REDACTED], 2025 (see Section 7 for details on how to object).
DISPUTE THE NUMBER OF WEEKS WORKED	If you believe the number of workweeks that you were credited with in the chart above is incorrect, you may submit a written dispute to the Administrator (see Section 4 for more details on how to dispute your credited Weeks Worked). Defendant’s records will be presumed correct, but you may provide evidence to the Administrator showing how many Work Weeks you believe you should be credited.

YOU MAY ATTEND THE FINAL APPROVAL HEARING, BUT IT’S NOT REQUIRED	
DATE: INSERT DATE, 2025 TIME: 10:00 A.M.	At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement. 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.

1. WHAT IS THE ACTION ABOUT?

Plaintiff (also referred to as the Class Representative), Jason Ruiz, is a former employee of Defendant. The Action accuses Defendant of violating California labor laws due to the alleged misclassification of certain employees as overtime-exempt, alleged failure to pay overtime wages, alleged failure to provide meal periods and rest breaks, alleged failure to pay meal and rest period premiums, alleged failure to timely pay wages upon separation of employment, and alleged failure to provide accurate itemized wage statements. Based on these allegations, Plaintiff has also asserted claims for civil penalties under PAGA and for violations of California’s Unfair Competition Law. Plaintiff is represented by attorneys in the Action (“Class Counsel”). See Section 9 below for their contact information.

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

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

So far, the Court has made no determination whether Defendant or Plaintiff are correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations continued and were eventually 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, Plaintiff and Defendant 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, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has 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 and Aggrieved Employees. 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. Defendant Will Pay \$300,000 as the Settlement Amount. Defendant has agreed to deposit the Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorneys' fees and expenses, the Administrator's Costs, and PAGA Penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Settlement not more than 10 days after the Judgment entered by the Court becomes final and the Administrator has provided Defendant with instructions for making the payment and total amount due.

2. Court Approved Deductions from Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Settlement to calculate the Net Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

- A. Up to one-third of the Settlement Amount to Class Counsel for attorneys' fees (projected to be \$100,000) and up to \$25,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- B. Up to \$10,000 to Class Representative as a Service Payment for filing the Action, working with Class Counsel and representing the Class. The Class Representative's Service Payment will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
- C. Up to \$7,950 to the Administrator for services administering the Settlement.
- D. Up to \$20,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% to Individual PAGA Payments to all Aggrieved Employees, which will be divided based on their share of Weeks Worked during the PAGA Period.

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 remainder (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Weeks Worked during the Class Period.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 30% of each Individual Class Payment to taxable wages (“Wage Portion”) and 70% to penalties and interest (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately deposit its share of the employer payroll taxes on the Wage Portion with the Administrator after the Administrator calculates this amount. The Individual PAGA Payments are counted as penalties rather than wages for tax

purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant 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 are 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 opt-out of the Settlement, not later than the Response Deadline. See Section 6 of this Notice for details on how to Opt-Out.

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 to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

8. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion and Objections (if any). The Administrator will also initially decide any Disputes over weeks worked, 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 Defendant has fully funded the Settlement Amount 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 Defendant or Related Parties, defined below, for the claims based on the facts alleged in the Action for the duration of the Class Period and PAGA Period, which are resolved by this Settlement.

The Participating Class Members will be bound by the following release: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, heirs, administrators, successors, and assigns, release Defendant and each of its present and former officers, directors, members, owners, managers, shareholders, agents, operators, partners, joint ventures, subsidiaries, parent companies, registered DBAs, affiliates, related entities, consultants, attorneys, insurers, predecessors, successors or assignees (the “Released Parties”) from any and all claims and/or causes of action, rights, demands, damages, debts, liabilities, obligations, wages, penalties, costs, expenses, interest, and attorneys’ fees, which accrued during the Class Period during his or her employment in California, that are alleged, or that reasonably could have been alleged in the Action based on the facts set forth in the Complaint in the Action, including, any and all claims involving any alleged (a) misclassification of Class Members as overtime-exempt; (b) failure to pay all overtime wages due; (c) failure to provide rest periods or compensation in lieu thereof; (d) failure to provide meal periods or compensation in lieu thereof; (e) knowing and intentional failure to comply with itemized employee wage statement provision; (f) failure to timely pay wages due at separation of employment; and (g) violation of the California Unfair Competition Law (which includes direct class action claims under all applicable orders of the Industrial Welfare Commission (“IWC”), including Wage Order 9-2001, as amended; under California Labor Code §§ 90.5, 201-203, 226, 226.7, 510, 512, 558, 1174, 1174.5, 1194; California Code of Civil Procedure § 1021.5; and under California Business & Professions Code § 17200 *et seq.* predicated on the underlying Labor Code claims alleged) (the “Released Class Claims”). No PAGA claims are encompassed in the Released Class Claims.

10. Release of Released PAGA Claims. After the Court's judgment is final, and Defendant has paid the Settlement Amount (and separately paid the employer-side payroll taxes), Plaintiff on behalf of himself, the State of California, the LWDA, and Aggrieved Employees, shall release the Released Parties from any and all PAGA claims and/or causes of action, rights, demands, debts, liabilities, obligations, wages, penalties, costs, expenses, interest, and attorneys' fees pursuant to PAGA to be released by Aggrieved Employees which accrued during the PAGA Period during his or her employment in California, that are alleged in the Complaint on file in the Action and Plaintiff's letter to the LWDA, or that could have been alleged in the Action based on the facts set forth therein, including, any and all claims for PAGA penalties, attorneys' fees, and costs involving any alleged (a) misclassification of Aggrieved Employees as overtime-exempt; (b) failure to pay all overtime wages due; (c) failure to provide rest periods or compensation in lieu thereof; (d) failure to provide meal periods or compensation in lieu thereof; (e) knowing and intentional failure to comply with itemized employee wage statement provision; and (f) failure to timely pay wages due at separation of employment (which includes alleged violations of California Labor Code §§ 201-202, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, and 2698 *et seq.*; and all applicable orders of the IWC, including Wage Order 9-2001, as amended) (the "Released PAGA Claims"). No Aggrieved Employee may opt out of the PAGA portion of the Settlement.

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

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Weeks Worked credited to all Participating Class Members during the Class Period, and (b) multiplying the result by the number of Weeks Worked credited to each individual Participating Class Member during the Class Period.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$5,000 by the total number of Weeks Worked credited to all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the number of Weeks Worked credited to each individual Aggrieved Employee during the PAGA Period.

3. Disputing Weeks Worked. The number of Weeks Worked you are credited with during the Class Period and PAGA Period, as reflected in Defendant's records, are stated in the first page of this Notice. You have until the Response Deadline to dispute the number of Weeks Worked credited to you by submitting evidence to the Administrator. To do so, you must submit a written statement postmarked by the Response Deadline, indicating your intent to dispute the number of Weeks Worked credited to you, and you must also include your full name, address, telephone number, last four digits of your social security number, and your signature. The Administrator may need to contact you to confirm your identity if necessary.

You need to support your dispute by sending copies of records, such as pay stubs or other records. The Administrator will accept Defendant's calculation of Weeks Worked based on Defendant's 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 Defendant's Counsel. If your dispute cannot be resolved, it may be submitted to the Court to render a final decision. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members and Aggrieved Employees. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (*i.e.*, every Class Member who does not opt-out) and Aggrieved Employee. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Aggrieved Employees Only. If you opted out of the Class settlement, but qualify as an Aggrieved Employee, then the Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee, including those who opt out of the Class Settlement.

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?

If you **do not** wish to take part in the release of the Class Claims in the Settlement, you may exclude yourself by sending to the Settlement Administrator a “Request for Exclusion” letter/card postmarked no later than [REDACTED], 2025 with your full name, address, telephone number, last four digits of your social security number, and your signature. The Request for Exclusion should state:

“I WISH TO BE EXCLUDED FROM THE CLASS IN THE SUPERIOR TRANSPORTATION ASSOCIATES CLASS ACTION LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE MY INDIVIDUAL CLASS PAYMENT FROM THIS LAWSUIT.”

Any person who submits a timely Request for Exclusion from the Class Claims (1) will not have any rights under this Settlement, including the right to object, appeal or comment on the Settlement; (2) will not be entitled to receive an Individual Class Payment; (3) will preserve the right to pursue the Released Class Claims, and (4) will not be bound by this Settlement, or the Judgment.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement remain eligible for Individual PAGA Payments if he or she is considered an Aggrieved Employee.

If you do not want to participate in the Settlement, the Administrator will exclude you based on timely receipt of a writing that clearly communicates your request to be excluded. Be sure to personally sign your request, identify the Action as *Ruiz v. Superior Transportation Associates, Inc.*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and last four digits of social security number for verification purposes – the Administrator may need to contact you to confirm your identity if necessary). You must make the request yourself. If someone else makes the request for you, it will not be valid. **Send your request to be excluded to the Administrator by [REDACTED], 2025 (the Response Deadline), 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. A Participating Class Member who disagrees with any aspect of the Settlement may wish to object. **The deadline for sending written objections to the Administrator is [REDACTED], 2025 (the Response Deadline).**

If you wish to object to the proposed Settlement, you or your own attorney (at your own cost) must submit a written objection, and the objection must include your full name, address, telephone number, last four digits of the social security number, signature, and dates of employment with Defendant, in addition to the case name and number (*Ruiz v. Superior Transportation Associates, Inc.*, Case No. CIVSB2303596), the basis for the objection, including any legal support and each specific reason in support of the objection, as well as any documentation or evidence in support thereof. Additionally, if you are represented by an attorney, the objection must include the name and address of your attorney. The Administrator may need to contact you to confirm your identity if necessary. This written objection and all supporting information must be sent to the Administrator at the address listed in Section 9, **postmarked** on or before [REDACTED], 2025.

If you do not comply with these procedures and the deadline for objections, the Court may not consider your objection at the Final Approval Hearing, and you may lose the right to contest the approval of the Settlement. You are still eligible to receive a settlement payment should the settlement become Final even if you object to the settlement. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment before entry of judgment, or otherwise pursuant to applicable law.

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. WHEN IS THE FINAL APPROVAL HEARING?

On [REDACTED], 2025, at [REDACTED] a.m. / p.m., the Court will hold a public hearing in Department S26 of the Superior Court for the State of California, County of San Bernardino, 247 West 3rd Street, San Bernardino, CA 92415 for the purposes of determining whether the proposed Settlement is fair, adequate and reasonable and should be granted final approval, whether to approve Class Counsel's applications for attorneys' fees and costs, whether to approve the payments to the LWDA, whether to approve the Administrator's costs, and whether to approve Plaintiff's request for the service award. This hearing may be continued or rescheduled by the Court. Objectors to the proposed settlement will be provided notice by Class Counsel and/or the Administrator in the event that the Final Approval Hearing is continued to a later date. Class Members who support the proposed Settlement do not need to appear at the hearing and do not need to take any other action to indicate their approval. Class Members who have objected to the proposed Settlement in writing are not required to attend the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

If you have questions about this Notice, the process to submit a Request for Exclusion, or the Settlement, or if you did not receive this Notice in the mail and you believe that you are or may be a member of the Class, you should contact the Administrator for more information or to request that a copy of this Notice be sent to you in the mail.

Settlement Administrator
Name [REDACTED] Mailing Address [REDACTED] Telephone Number [REDACTED]

Should you desire any additional information, or if you wish to communicate directly with Class Counsel about this Notice or the Settlement, you may contact them at the contact information noted here:

Class Counsel
Daniel Gaines, Esq. <i>daniel@gaineslawfirm.com</i> Gaines & Gaines, APLC 4550 E. Thousand Oaks Blvd, Suite 100 Westlake Village, CA 91362 Tel: (818) 703-8985

You may also seek advice and guidance from your own private attorney at your own expense, if you so desire.

This Notice is only a summary. For more detailed information, you may review the Settlement Agreement, containing the complete terms of the proposed Settlement, which is on file with the Court and attached to the Declaration of Daniel F. Gaines in Support of Motion for Preliminary Approval of Class Action Settlement filed on [REDACTED], 2025 and which is available to be inspected at any time during regular business hours at the Office of the Clerk, San Bernardino County Superior Court, located at 247 West Third Street, San Bernardino, CA 92415.

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

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.