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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

MARIO ROJAS, as an individual and on behalf of all others similarly situated and aggrieved,

Plaintiff,

v.

KLLM TRANSPORT SERVICES, LLC., a Texas limited liability company; CYNTHIA NELSON, an individual; and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: CIVSB508646 and CIVSB2523861

[Assigned for all purposes to *Hon. Michael A. Sachs, Dept. S28*]

CLASS AND PAGA SETTLEMENT AGREEMENT

Action Filed: April 1, 2025
Trial Date: None Set

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between plaintiff [Mario Rojas] ("Plaintiff") and [KLLM Transport Services, LLC.] ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

1. DEFINITIONS

1.1. "Action" means the Plaintiff's lawsuit alleging wage and hour violations against Defendant, captioned *Mario Rojas v. KLLM Transport Services et al.*, Case No. CIVSB508646 initiated on April 1, 2025, and pending in Superior Court of the State of California, County of San Bernardino; and Plaintiff's separate representative action under PAGA against Defendant, captioned *Mario Rojas v. KLLM Transport Services, et al.,* Case No. CIVSB2523861 initiated on August 18, 2025, and pending in Superior Court of the State of California, County of San Bernardino.

1.2. "Administrator" means Phoenix Class Action Administration Solutions, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. "Aggrieved Employee" means all persons currently or formerly employed by Defendant, as non-exempt, hourly-paid employees, including drivers, during the PAGA Period in the State of California.

1.5. "Class" means all persons currently or formerly employed by Defendant, as non-exempt, hourly-paid employees, including drivers, who resided and worked in California during the Class Period in the State of California.

1.6. "Class Counsel" means David D. Bibiyan, Megan R. Lazar, Jason Rothman, and Vedang J. Patel of Bibiyan Law Group, P.C.

1.7. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.8. "Class Data" means Class Member identifying information in Defendant's custody, possession, or control, including the Class Member's (1) name; (2) last known address(es); (3) last known telephone number(s); (4) last known Social Security Number(s); and (5) the dates of employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s), and dates of extended leaves when no work was performed).

1.9. "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).

1.10. "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11. "Class Notice" means the NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND DATE FOR FINAL APPROVAL HEARING, to be mailed to Class Members in English and Spanish in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. "Class Period" refers collectively to the Driver Class Period and Non-Driver Class Period.

1.13. "Class Representative" means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.14. "Class Representative Service Payment" means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.15. "Court" means the Superior Court of California, County of San Bernardino.

1.16. "Defendant" means named Defendant KLLM TRANSPORT SERVICES, LLC.

1.17. "Defense Counsel" means Dessi Day, Esq. and Noel Meza, Esq. of PIERSON FERDINAND LLP.

1.18. "Driver Class Period" means the period from September 1, 2022 through June 16, 2026.

1.19. "Effective Date" means the later of: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; (b) the Judgment is final, and (c) and is no longer subject to appellate review. If no timely notice of appeal or postjudgment motion extending the time to appeal is filed, the Effective Date shall be the day after expiration of the applicable time to appeal. If a timely appeal, writ, or other review proceeding is filed, the Effective Date shall be the day after the reviewing court issues its remittitur or mandate and no further review is available.

1.20. "Final Approval" means the Court's order granting final approval of the Settlement.

1.21. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.22. "Final Judgment" means the Judgment entered by the Court based upon the Final Approval.

1.23. "Gross Settlement Amount" means $315,000 (Three Hundred Fifteen Thousand Dollars) which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8.1 below and any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and Administrator's Expenses.

1.24. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.25. "Individual PAGA Payment" means an Aggrieved Employee's pro rata share of 35% portion of the PAGA Penalties allocated to Aggrieved Employees, calculated based on the number of the Aggrieved Employee's PAGA Pay Periods during the PAGA Period.

1.26. "Judgment" means the judgment entered by the Court based upon Final Approval.

1.27. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.28. "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.29. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.30. "Non-Driver Class Period" means the period from April 1, 2021 through June 16, 2026.

1.31. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.32. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period, based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

1.33. "PAGA Period" means the period from June 11, 2023, through the end of the Class Period.

1.34. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. *et seq*.).

1.35. "PAGA Notice" means Plaintiff's June 11, 2025 letter to Defendant and the LWDA, providing notice pursuant to Labor Code section 2699.3 subd. (a).

1.36. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, $50,000, allocated 35% to the Aggrieved Employees ($17,500) and the 65% to the LWDA ($32,500) in settlement of PAGA claims.

1.37. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.38. "Plaintiff" means Mario Rojas the named plaintiff in the Action.

1.39. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.40. "Preliminary Approval Order" means the proposed Order granting Preliminary Approval and Approval of PAGA Settlement.

1.41. "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.

1.42. "Released PAGA Claims" means the claims being released as described in Paragraph 5.4 below.

1.43. "Released Parties" means: Defendant and its past, present, and future parents, subsidiaries, affiliates, related companies, divisions, successors, predecessors, and assigns, and each of their past, present, and future officers, directors, shareholders, members, partners, agents, insurers, employees, attorneys, advisors, accountants, representatives, trustees, heirs, executors, administrators, predecessors, successors, and assigns.

1.44. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.45. "Response Deadline" means forty-five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her written Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 15 days beyond the Response Deadline has expired.

1.46. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.47. "Workweek" means any week during which a Class Member worked for Defendant, for at least one day during the Class Period, based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

2. RECITALS

2.1. On April 1, 2025, Plaintiff commenced this Action by filing a complaint against Defendant KLLM Transport Services, LLC ("Defendant") for: failure to pay overtime wages, failure to pay minimum wages, failure to provide meal periods, failure to provide rest periods,

waiting time penalties, wage statement violations, failure to indemnify, and unfair competition. ("Action").

2.2. On June 11, 2025, Plaintiff filed with the LWDA and served on Defendant, a notice under Labor Code section 2699.3, stating Plaintiff intended to serve as a proxy of the LWDA to recover civil penalties on behalf of Aggrieved Employees for alleged Labor Code violations ("PAGA Notice")

2.3. On August 18, 2025, Plaintiff filed a separate complaint against Defendant in the San Bernardino County Superior Court, Case No. CIVSB2523861, seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code section 2698, et seq. (the "PAGA Action").

2.4. Thereafter, the Parties agreed to exchange informal discovery and attend mediation.

2.5. Prior to mediation Plaintiff obtained, through informal discovery: (a) a sampling of time and payroll records of Class Members; (b) Driver Handbook and Defendant's wage and hour policies; (c) driver logs; and (d) all documents pertaining to Plaintiff available to Defendant.

2.6. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.7. On April 17, 2026, the Parties participated in an all-day mediation presided over by Allison Eckstrom, Esq. The mediation was successful, and the Parties agreed to globally resolve all class and PAGA claims in the Action. As part of this Agreement, the Parties agree to stipulate to Plaintiff's filing of a First Amended Complaint in the Class Action, adding all allegations brought in the PAGA Action, and request for dismissal without prejudice of the PAGA Action, thereby effectively consolidating the two actions for purposes of Settlement (hereinafter, the "Action"). The First Amended Complaint was filed on July 7, 2026 and is the operative complaint in the Action ("Operative Complaint").

2.8. The Court has not granted class certification.

2.9. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS

3.1. Gross Settlement Amount. Defendant promises to pay $315,000.00 as the Gross Settlement Amount, unless increased pursuant to Paragraph 8.1 of this Agreement, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiff: A Class Representative Service Payment to Plaintiff of not more than $10,000.00 in addition to any Individual Class Payment and any Individual PAGA Payment Plaintiff is entitled to receive as a Participating Class Member. Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35% of the Gross Settlement Amount, which, unless escalated pursuant to Paragraph 8.1 of this Agreement, is currently estimated to be $110,250.00 and a Class Counsel Litigation Expenses Payment of not more than $40,000. Defendant will not stipulate or oppose

requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will endeavor to file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assume full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments. There will be no additional charge of any kind to either the Settlement Class Members or request for additional consideration from Defendant for such work unless, Defendant materially breaches this Agreement, including any term regarding funding, and further efforts are necessary from Class Counsel to remedy said breach, including, without limitation, moving the Court to enforce the Agreement. Should the Court approve attorneys' fees and/or litigation costs and expenses in amounts that are less than the amounts provided for herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

3.2.3. To the Administrator: An Administration Expenses Payment not to exceed $5,950.00, or such other amount reflected in the Administrator's mutually approved written bid. No amount exceeding the approved cap may be incurred or paid without a showing of good cause, the prior written consent of both parties, and approval by the Court. Any unapproved or unused amount shall remain part of the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked

by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $50,000.00 shall be paid from the Gross Settlement Amount, of which sixty-five percent (65%), or $32,500.00, shall constitute the LWDA PAGA Payment, and thirty-five percent (35%), or $17,500.00, shall be distributed to Aggrieved Employees as Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties, $17,500.00, by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 77 Class Members who collectively worked a total of 5,756 Workweeks, and 24 Aggrieved Employees who worked a total of 1,597 PAGA Pay Periods.

4.2. Class Data. Within 30 days after full execution of this Agreement, Defendant shall provide the Administrator with deidentified information reasonably necessary to verify the aggregate number of Class Members, Workweeks, Aggrieved Employees, and PAGA Pay Periods and to determine whether Paragraph 8.1 is implicated. Defendant shall provide the complete Class Data to the Administrator within 20 days after entry of Preliminary Approval. Full Social Security numbers and other personally identifying information shall be transmitted only to the Administrator, through a secure transmission method, after the Administrator has agreed in writing to comply with this Agreement and any applicable protective order. Counsel shall receive only deidentified reports unless disclosure of additional information is required to resolve a specific dispute.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment

shall not precede disbursement of Individual Class Payments, and the Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are retuned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California State Controller's

Unclaimed Property Fund, in the name of the Class Member, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure section 384 subd. (b)].

4.4.4. The payment of Individual Class Payments and 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) beyond those specified in this Agreement.

5. RELEASE OF CLAIMS

Effective upon entry of Judgment, the Order granting Final Approval of this Settlement, and on the date when Defendant fully funds the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1. Plaintiff's General Release. In consideration of the Class Representative Service Payment and the other benefits provided by this Agreement, Plaintiff, on behalf of himself and his former and present spouses, domestic partners, marital community, representatives, agents, attorneys, heirs, beneficiaries, executors, administrators, successors, and assigns, fully and forever releases and discharges the Released Parties from any and all claims, demands, obligations, damages, penalties, liabilities, causes of action, and rights of every kind, whether known or unknown, suspected or unsuspected, that Plaintiff has or may have based on any act, omission, transaction, event, or occurrence arising on or before the date Plaintiff executes this Agreement, including all claims arising from or relating to Plaintiff's recruitment, employment, compensation, leaves of absence, separation, termination, or relationship with any Released Party; all claims asserted or that could have been asserted in the Action; and all claims asserted or that could have been asserted in any prior arbitration or other proceeding between Plaintiff and any Released Party through the date of this Agreement. This release does not include claims to enforce this Agreement, claims for vested benefits, or claims that cannot lawfully be released. Plaintiff covenants not to institute, maintain, prosecute, or assist in any action against any Released Party concerning a claim released under this paragraph, except as required by law.

5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. Plaintiff expressly waives and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of the State of California and does so understanding and acknowledging the significance of the waiver of Section 1542. Section 1542 of the Civil Code of the State of California states:

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

Plaintiff knowingly and voluntarily waives all rights and benefits under Civil Code section 1542 and acknowledges that this release extends to claims that Plaintiff does not presently know or suspect to exist and that, if known, might have materially affected his decision to enter into this Agreement.

Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of all parties, Plaintiff and Class Counsel expressly acknowledge that this 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 Class Representative's claims. Notwithstanding the above, the general release by Class Representative shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

Plaintiff represents and warrants that he has not filed any other lawsuit, administrative claim or action, arbitration, demand, or other action of any kind against Defendant or the Released Parties, except his alleged wrongful termination, discrimination, leave of absence

interference and retaliation and related claims which filed separately in arbitration and were summarily adjudicated in favor of Defendant. Plaintiff disagrees with the ruling. Plaintiff represents and warrants that he has not filed and will not file any other lawsuit, administrative claim or action, arbitration, demand, or other action of any kind against Defendant or the Released Parties alleging claims released in this Agreement. Class Representative represents and warrants that the only pending claims against Defendant or the Released Parties are included in this Action.

5.2 Release by Participating Class Members: For the duration of the Class Period, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, including: any and all claims, wages, penalties, interest, debts, demands, rights, liabilities, costs, compensation, damages, injunctive and/or declaratory relief, attorneys' fees, actions, and/or causes of action that were pleaded or could have been pleaded based upon the factual allegations set forth by Plaintiff in the original Class Complaint, and First Amended Complaint filed in this Action and arising at any time during the Class Period, including but not limited to all claims under the California Labor Code for failure to pay overtime, premium wages and minimum wages, failure to provide meal periods and to pay premium pay for missed or noncompliant meal break periods, failure to provide rest periods and to pay premium pay for missed or noncompliant meal break periods, failure to timely pay wages and final wages earned and due at the time of separation, wage statement violations, interest, penalties, and attorneys' fees, waiting time penalties, withholding from wages and the related provisions of the Labor Code including Labor Code §§ 200-203, 210, 218.6, 226, 226.7, 245, 510, 512, 558.1, 1194, 1194.2, 1197, 1198, 1199, 2802, 2699, derivative claims under California Business & Professions Code §§ 17200 et seq., Code of Civil Procedure § 1021.5 and 1032, Civil Code § 3287, and all claims under the applicable governing Industrial Welfare Commission Occupational Wage Orders, California Code of Regulations, Title 8, section 11040, and all claims that could have been asserted arising out of the same facts, including claims under the Fair Labor

Standards Act. By cashing the checks, all Participating Class Members are opting into the settlement pursuant to *Rangel v. PLS Check Cashers of Cal., Inc*. (9th Cir. 2018) 899 F.3d 1106 ("*Rangel*").

5.3. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.4. Release by Aggrieved Employees: For the duration of the PAGA Period, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, including all PAGA claims seeking civil penalties premised upon: a) failure to pay overtime, premium wages and minimum wages, (b) failure to provide meal periods and pay meal break premium for meal break violations, (c) failure to provide rest periods and to pay rest break premium for meal break violations, (d) failure to pay all wages earned and owed upon separation, (e) failure to provide accurate itemized wage statements and indemnify or pay business related expenses, and (f) all other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code §§ 2698 et seq. based on the facts or claims alleged in the operative complaint.

6. MOTION FOR PRELIMINARY APPROVAL

The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1. Defendant's Declaration in Support of Preliminary Approval. Within 7 days of full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator.

6.2. Plaintiff's Responsibilities. Plaintiff will prepare all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (s)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), the Operative Complaint and this Agreement (Labor Code section 2699, subds. (s)(1)–(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members and the Administrator.

6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval after the full execution of this Agreement with the understanding that Class Counsel has the lead role and is responsible for exercing due diligence in advancing the filing with the Court; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.4. Duty to Cooperate. Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring, and in good faith, to resolve any disagreements. If the Court does not grant Preliminary Approval or conditions Preliminary

Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION

7.1. Selection of Administrator. The Parties have jointly selected Phoenix Class Action Administration Solutions ("Phoenix") to serve as the Administrator and verified that, as a condition of appointment, Phoenix agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4. Notice to Class Members

7.4.1. No later than three (3) business days after receiving the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14 days after Preliminary Approval, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice with Spanish translation, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable

to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3. Not later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4. The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 15 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5. If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer, and in good faith. in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 15 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5. Requests for Exclusion (Opt-Outs).

7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 15 days

for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address, and email address or telephone number. To be valid, a Request for Exclusion must be timely postmarked by the Response Deadline.

The Administrator shall accept any timely Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded and any defect in the Exclusion submission is cured as specified below. If the Administrator has reason to question the authenticity of a Request for Exclusion or there is a defects in the Exclusion submission, the Administrator will request additional proof of the Class Member's identity and/or cure of the defective submission. The Administrator will mail the Class Member a cure letter within three (3) business days of receiving the defective submission to advise the Class Member that the submission is defective and that the defect must be cured to render the Request for Exclusion or objection valid. The Settlement Class Member will have the later of (i) the Notice Response Deadline or (ii) 15 calendar days from the date of the cure letter to postmark a revised Request for Exclusion or objection. If the revised Request for Exclusion or objection is not postmarked or received within that period, it will be deemed untimely and disregarded. The Administrator's final determination shall be final and not appealable or otherwise susceptible to challenge.

7.5.2. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.3. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future

PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.4 of this Agreement and are eligible for an Individual PAGA Payment.

7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator shall provide each challenge and supporting material to both counsel. Counsel shall meet and confer in good faith concerning the challenge. If counsel cannot agree, the Administrator shall issue the final determination consistent with this Agreement, without increasing the Gross Settlement Amount. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7. Objections to Settlement

7.7.1. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2. Participating Class Members may send written objections to the Administrator, by mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing.

A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 15 days for Class Members whose Class Notice was re-mailed).

7.7.3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1. Website, Email Address and Toll-Free Number. The Administrator will maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls and emails.

7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number

of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5. Administrator's Declaration. Before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in

Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE

Based on its records, Defendant estimate there are 77 Class Members who collectively worked a total of 5,756 Workweeks, and 24 Aggrieved Employees who worked a total of 1597 PAGA Pay Periods.

8.1. Increase in Workweeks. Defendant estimates that there are no more than 5,756 Workweeks worked during the Class Period as of the date of mediation. If the aggregate number of Workweeks worked by Class Members during the Class Period exceeds 6,331, Defendant may elect either: (a) to increase the Gross Settlement Amount by $54.72 for each Workweek exceeding 6,331; or (b) to shorten the applicable Class Period to the latest date on which the aggregate number of Workweeks does not exceed 6,331. The Workweek Value shall be calculated by dividing the originally agreed-upon Gross Settlement Amount ($315,000) by 5,756, which amounts to a Workweek Value of $54.72. Thus, for example, should there be 7,000 Workweeks in the Class Period, then the Gross Settlement Amount shall be increased by $36,607 ([7,000 Workweeks – 6,331 Workweeks] x $54.72). Defendant shall provide the Class Data to the administrator no later than 30 days after full execution of the long form agreement. The Administrator shall provide the Parties with a written certification of the aggregate Workweek count and, if applicable, the date described in subsection (b). Defendant shall make its election regarding the above no later than 7 calendar days after receiving information from the administrator regarding the workweek count. Should Defendant fail to make its election within the above timeframe, then option (b)shall automatically apply and shorten the applicable Class Period to the latest date on which the aggregate number of Workweeks does not exceed 6331.

9. DEFENDANT'S RIGHT TO WITHDRAW

If the number of Class Members who submit valid and timely Requests for Exclusion equals or exceeds ten percent (10%) of all Class Members, Defendant may, in its sole discretion, withdraw from and void the Settlement. If Defendant exercises its right to withdraw, the

Settlement shall be void ab initio, have no force or effect whatsoever, neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administrator Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than thirty (30) days after expiration of the Response Deadline. Defendant shall not be responsible for administration expenses exceeding the Administrator's previously approved cap or for expenses incurred after notice of withdrawal.

10. MOTION FOR FINAL APPROVAL

Prior to the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (s)(2), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Class Counsel and Defense Counsel will expeditiously meet and confer, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

Required Terms of Final Approval Order and Judgment. The proposed Final Approval Order and Judgment shall provide that: (a) the Class and PAGA Settlement is finally approved as fair, reasonable, and adequate; (b) judgment is entered on the Released Class Claims with prejudice pursuant to the Judgment as to all Participating Class Members; (c) judgment is entered on the Released PAGA Claims with prejudice pursuant to the Judgment as to the State of California and all Aggrieved Employees for the PAGA Period; (d) all claims asserted in Case Nos. CIVSB2508646 and CIVSB2523861 against KLLM Transport Services, LLC, Cynthia Nelson, and all Doe defendants are resolved with prejudice pursuant to the Judgment; and (e) the Court retains jurisdiction to interpret, implement, and enforce the Settlement and Judgment.

10.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administrator Expenses Payment, and/or individual claims of Plaintiff shall not constitute a material modification of the Settlement or to this Agreement, shall not increase the Gross Settlement Amount, and shall not provide any Party or counsel to a basis to rescind, void, or appeal the Settlement. Any reduction in the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expense Payment, Administrator Expenses Payment will not result in increase in the Gross Settlement Amount. Any unapproved amount shall become part of the Net Settlement Amount.

10.3. Continuing Jurisdiction of the Court. This Agreement is intended to be binding and enforceable under Code of Civil Procedure section 664.6. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect

the amount of the Net Settlement Amount. In addition, Plaintiff and Class Counsel waive any right to appeal a reduction in the requested Class Representative Service Payment, Class Counsel Fees Payment, or Class Counsel Litigation Expenses Payment, provided the Gross Settlement Amount otherwise remains unchanged.

10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment. No additional administration expenses exceeding the Court-approved amount may be incurred without the prior written agreement of both Parties and Court approval. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged. The Gross Settlement Amount will remain unchanged regardless of any modifications of the Class Representative Service Payment or any payments to Class Counsel for fees or costs, or payment to the Settlement Administrator.

11. AMENDED JUDGMENT

If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

12. ADDITIONAL PROVISIONS

12.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does

not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2. No Waiver of Arbitration Rights. Except solely for purposes of obtaining approval and implementing this Settlement, Defendant's execution of this Agreement, stipulation to certification or representative treatment for settlement purposes, or performance of any obligation under this Agreement shall not constitute a waiver of any purported arbitration agreement, arbitration defense, or right to compel arbitration. If the Settlement does not become effective or is terminated, Defendant expressly reserves all rights to enforce any purported applicable arbitration agreement against Plaintiff, any putative Class Member, or any Aggrieved Employee assuming such arbitration agreement is valid and enforceable.

12.3. Full Defense. This Agreement, the Final Approval Order, and the Final Judgment may be pleaded by any Released Party as a complete defense to any Released Claim and may be used as the basis for seeking dismissal, claim preclusion, or other appropriate relief against the continued prosecution of a Released Claim.

12.4. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, the Parties and their counsel shall keep the Settlement terms confidential and shall not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to

an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members. At any point before or after the approval of the settlement, the Parties agree to make no comments to third parties of the terms of the Settlement, unless otherwise authorized under this Agreement to administer the settlement. Class Counsel will not issue press releases or use the Settlement for advertising, marketing, promotional, social-media, or settlement-reporting purposes. Nothing in this paragraph prohibits required legal disclosures, communications necessary to administer the Settlement, or accurate responses required by law or Court order.

12.5. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.6. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

12.7. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement, subject to section 12.9.

12.8. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution. Nothing in this paragraph requires Defendant to agree to an increase in the Gross Settlement Amount, or any other material modification without Defendant's express written consent.

12.9. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

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

12.11. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed or agreed to by all Parties or their representatives, and approved by the Court. Plaintiff and Defendant expressly agree that should the Parties agree to amend, modify, change, or waive this Agreement, or any part of it, Class Counsel and Defense Counsel are authorized to submit to the Court any amendments of this Agreement, amended Agreements, or amendments to the Agreement, on behalf of the Parties once fully executed, which includes, but is not limited to, authorization of the use of signatures previously provided by the Parties. Counsel may agree to nonmaterial, ministerial, or Court-requested revisions that do not increase the Gross Settlement Amount . Any material amendment that is not requested or ordered by the Court requires the written approval of Plaintiff and an authorized representative of Defendant.

12.12. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

12.13. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

12.14. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting

12.15. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement

12.16. Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. All data provided to Class Counsel and the Administrator will be handled in accordance with a Stipulated Protective Order entered by the Parties.

12.17. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

12.18. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

12.19. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed

counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.20. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. Pursuant to Code of Civil Procedure section 583.330, the Parties stipulate that the period beginning on the date this Agreement is fully executed and ending 30 days after the Settlement is finally completed or finally terminated shall be excluded in calculating the time within which the Action must be brought to trial.

12.21. Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendant's Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement. Notwithstanding the foregoing, the Gross Settlement Amount, Class and PAGA Periods, release provisions, allocation formula, and Defendant's withdrawal and escalator rights are material terms. If any such term is held invalid or materially modified without Defendant's written consent, Defendant or Class Counsel may elect to void the Settlement. Notwithstanding the foregoing, the Parties agree to mutually and in good faith address any concerns the court may have including, but not limited to amendments to this agreement, which are mutually acceptable to the Parties.

IT IS SO AGREED:

Mario Rojas 08/28/2026

Plaintiff, Mario Rojas

Traci Bilbo Digitally signed by Traci Bilbo DN: cn=Traci Bilbo, o, ou, email=tbilbo@kllm.com, c=US Date: 2026.09.01 11:44:46 -05'00'

For Defendant, KLLM Transport Services, LLC

/ / /

AGREED AS TO FORM ONLY:

Vedang J. Patel 08/28/2026

David D. Bibiyan
Vedang J. Patel
Jason Rothman
Megan R. Lazar
Counsel for Plaintiff

/s/ Dessi Day, Esq. 09/01/2026

Dessi Day, Esq.
Noel J. Meza, Esq.
Counsel for Defendant