

DANIEL F. GAINES, ESQ. SBN 251488
daniel@gaineslawfirm.com
ALEX P. KATOFISKY, ESQ. SBN 202754
alex@gaineslawfirm.com
GAINES & GAINES, APLC
4550 East Thousand Oaks Boulevard, Suite 100
Westlake Village, CA 91362
Telephone: (818) 703-8985
Facsimile: (818) 703-8984

Attorneys for Plaintiff Victoria Maldonado, on behalf of herself and on behalf of all similarly situated individuals

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

VICTORIA MALDONADO, on behalf of
herself and on behalf of all similarly situated
individuals,

Plaintiff,

v.

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

Defendants.

CASE NO: CV-23-00027

Assigned to the Hon. Omar Rodriguez, Dept. 1

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

[Filed Concurrently: Request for Dismissal]

Complaint Filed: February 9, 2023
FAC Filed: June 21, 2023

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

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

6 2. On February 9, 2023, Plaintiff filed the instant Action seeking damages on a class wide
7 basis on behalf of herself and similarly situated individuals for Defendant RUDGEAR LOGISTICS
8 LLC’s (“Defendant”) alleged violations of the California Labor Code and Business & Professions
9 Code by allegedly failing to pay all wages due, provide meal and rest periods, or compensation in lieu
10 thereof, reimburse for necessary business expenses, issue complete and accurate wage statements,
11 and pay all wages due at separation of employment. Thereafter, on June 21, 2023, Plaintiff filed a
12 first amended complaint to allege that Defendant violated the Private Attorneys General Act of 2004
13 (“PAGA”), codified at § 2698, *et seq*, predicated on the same allegations alleged in the initial
14 complaint.

15 3. Following numerous conversations with Defendant’s counsel, my office has
16 ascertained that Defendant is having financial hardship and does not have the financial ability to
17 defend and pay for a Class and PAGA-wide settlement. Furthermore, liability is disputed. This
18 determination is based on information provided by Defendant’s counsel through discussions in this
19 matter.

20 4. The Parties have negotiated a settlement of Plaintiff’s individual claims only, and the
21 Class and PAGA claims will be dismissed without prejudice. A true and correct copy of the Settlement
22 Agreement (the “Settlement”) is attached hereto as **Exhibit A**.

23 5. The terms of the Settlement are as follows (*see* Settlement at ¶¶ 1.1, 1.1(a)):

- 24 a. Defendant has agreed to pay \$15,000 as consideration for
25 Plaintiff entering the Settlement, including the release of claims and waiver
26 of rights and dismissal of her individual claims with prejudice.
- 27 b. Of the \$15,000, Plaintiff is receiving \$7,5000 in exchange for a full and
28

1 general release of all claims against Defendant.

2 c. Of the \$15,000, my office is receiving \$7,5000 for our fees and costs
3 incurred in this case. \$1,917.48 of the \$15,000 payment is for reimbursement
4 of the costs my firm has incurred to date.

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

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

17 8. Plaintiff, therefore, requests that the Court enter a dismissal of this action *with*
18 *prejudice* as to Plaintiff's individual claims and dismissal *without prejudice* of the class and
19 representative action claims, pursuant to the request submitted concurrently herewith.

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

23 I declare under penalty of perjury under the laws of the State of California that the foregoing
24 is true and correct and was executed on August 14, 2024 at Westlake Village, California.

25
26 
27 _____
28 DANIEL F. GAINES

EXHIBIT A

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is between Plaintiff Victoria Maldonado, on behalf herself, her heirs, estates, executors, administrators, representatives, and assigns (collectively, the “Plaintiff”) on one hand, and Defendant Last Stop Logistics, LLC (“Defendant”), on the other hand. The signatories to this Agreement are referred to jointly as the “Parties.”

This Agreement is a compromise between the Parties for the complete and final settlement of all claims, differences and causes of action, now known or unknown, between them.

BACKGROUND

1. Plaintiff was formerly employed by Defendant Last Stop Logistics, LLC.

2. On or around February 9, 2023, Plaintiff filed a wage-and-hour class action lawsuit against Defendant in the Superior Court of California, County of San Benito, Case No. CV-23-00027 (“Lawsuit”). The Lawsuit alleges: (a) failure to pay minimum and overtime wages (Labor Code §§ 510 and 1194); (b) failure to provide meal periods (Labor Code §§ 226.7 and 512); (c) failure to provide rest periods (Labor Code § 226.7); (d) non-compliant wage statements (Labor Code § 226(a)); and (e) unfair competition (Business & Professions Code § 17200, *et seq.*) On June 21, 2023, Plaintiff filed a First Amended Complaint adding an additional cause of action seeking civil penalties pursuant to California Labor Code section 2699(f) (California Private Attorneys General Act [“PAGA”]) (collectively, the “Claims”).

3. Defendant denies that they engaged in any wrongful conduct. The Parties wish to compromise, resolve, and settle, finally and forever, any claims and causes of action that were or could have been asserted by the Plaintiff against Defendant and/or any other Releasees (as defined in Paragraph 3.1 of this Agreement), to avoid the delay, expense, inconvenience and uncertainty of litigation.

4. The Parties have agreed, without Defendant admitting liability of any kind, to enter into this Agreement pursuant to which every claim and cause of action that was or could have been asserted against Defendant and/or any other Releasees under this Agreement will be forever and finally released, with all claims asserted on behalf of others, including the State of California and other employees of Defendant, to be dismissed without prejudice.

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

///

///

///

TERMS

1. Settlement

1.1 Settlement Amount. In consideration of this Agreement and Plaintiff's agreement to all the terms, conditions, and promises in this Agreement, Defendant agree to provide Plaintiff and her counsel the total gross sum of Fifteen Thousand Dollars and Zero Cents (\$15,000.00) ("Settlement Amount") in full compromise and settlement of all claims released herein by Plaintiff. The Settlement Amount shall be made as provided below:

(a) One check in the amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) made payable to "Gaines & Gaines, APLC," for Plaintiff's counsel's alleged attorneys' fees and costs, and for which Defendant will issue a Form 1099 to Gaines & Gaines, APLC; (ii) one check in the amount of One Thousand Dollars and Zero Cents (\$1,000.00) made payable to Plaintiff as alleged unpaid wages, which Defendant will issue as a payroll check, with appropriate withholdings along with an IRS Form W-2; and (iii) one check in the amount of Six Thousand Five Hundred Dollars and Zero Cents (\$6,500.00) made payable to Plaintiff as alleged penalties and interest, and for which Defendant will issue a Form 1099 to Plaintiff with no withholdings or deductions. The Settlement Amount shall be paid within sixty (60) calendar days of the Effective Date.

1.2 Saturday, Sunday, or Holiday. If the date by which the Settlement Amount payment is due falls on a Saturday, Sunday, or holiday, then the payment will be paid on the next following business day that is not a Saturday, Sunday, or holiday.

1.3 Mailing. In conformity with their obligations herein, Defendant shall mail the Settlement Amount Payment consisting of the Settlement Amount to Gaines & Gaines, APLC and Plaintiff Victoria Maldonado to Gaines & Gaines, APLC, c/o Daniel F. Gaines, Esq., 4550 E. Thousand Oaks Blvd., Suite 100, Westlake Village, California 91362. The checks will be deemed timely delivered if placed in the United States Mail or with an overnight delivery service on or before the date the payment is due to be delivered. The Settlement Amount shall be inclusive of all claims for attorneys' fees, expenses, or other costs. Plaintiff and her counsel agree to provide a completed IRS Form W-9's for Gaines & Gaines, ALPC and Plaintiff to Defendant's counsel.

1.4 Dismissal. Within five (5) business days of the date the Settlement Amount is received by Plaintiff's counsel, Plaintiff will file the Stipulation for Dismissal dismissing the Lawsuit *with prejudice* as to Plaintiff's individual claims and *without prejudice* as to the claims of the putative class members and all PAGA claims, consistent with Rules of Court Rule 3.770(a). As a material term of this Agreement, Plaintiff represents that, other than the Lawsuit and the related PAGA notice to the LWDA, Plaintiff has not filed any complaints, charges, or other actions with any court, agency, or other forum relating to Plaintiff's employment and/or alleged employment with Defendant. In connection with the dismissal, Plaintiff will submit a copy of this Agreement to the Court and the LWDA as required by PAGA.

1.5 Indemnification and Tax Issues. Plaintiff is not relying on any information provided by Defendant, their employees, or their attorneys concerning the tax consequences of

payments made under this Agreement. Plaintiff is solely and entirely responsible for the payment and discharge of all federal, state, and local taxes, if any, which may, at any time, be found to be due upon or as a result of any amount that is paid by the Defendant under this Agreement.

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

1.7 Valid Consideration. Plaintiff expressly agrees and acknowledges the payments and other considerations described in this Agreement are not payments or consideration to which Plaintiff is otherwise entitled. Except as stated above in Paragraph 1.1 of this Agreement, Plaintiff shall not be entitled to any compensation, remuneration, benefits or other payments from Defendant, and each Party shall be responsible for payment of its own costs and attorneys' fees (unless otherwise specified in this Agreement).

2. Compromise

2.1 Liability Not Admitted. The Parties agree and acknowledge that this Agreement is the result of a compromise and shall never be construed as an admission by Defendant of any liability, wrongdoing, or responsibility on their part or on the part of their predecessors, successors, assigns, agents, representatives, parents, subsidiaries, affiliates, officers, directors, or employees. Defendant expressly deny any such liability, wrongdoing, or responsibility. The Parties expressly agree that nothing in this Agreement shall be construed as an admission or evidence that Amazon employed or jointly employed Plaintiff. It is expressly understood and agreed that no Party shall be deemed to be a "prevailing party" for the purposes of any fee-shifting statute, rule, or agreement.

3. Release

3.1 Full Release. Plaintiff, on behalf of herself and her heirs, estates, executors, administrators, assigns, transferees and representatives, hereby releases and forever discharges Defendant and their predecessors, successors, parents, subsidiaries, affiliates, assigns, representatives, co-employers, joint employers, insurers and agents, as well as all of their present and former directors, officers, employees, agents, shareholders, representatives, attorneys and insurers, including without limitation Amazon.com Services LLC, (formerly Amazon.com Services, Inc. d/b/a Amazon) (including its parent corporation and any affiliated corporations, its owners, officers, directors, stockholders, managers, agents, employees, and representatives) (collectively, the "Releasees"), from any and all claims, causes of actions, demands, debts, obligations, damages or liability of any nature whatsoever, known or unknown, that (a) Plaintiff has or may have which arise out of Plaintiff's employment, alleged employment, or cessation of employment with Defendant or their successors, or (b) which concern or relate in any way to any acts or omissions done or occurring prior to and including the Effective Date of this Agreement.

The provisions of this paragraph or any other paragraph in this Agreement shall not be construed to prevent Plaintiff from filing a charge with the Equal Employment Opportunity Commission ("EEOC"), the Securities and Exchange Commission ("SEC")

or other governmental agency to the extent Plaintiff is permitted to do so by law. Plaintiff further understands that this Agreement does not limit Plaintiff's ability to communicate with any government agencies or otherwise participate or cooperate with an investigation conducted by the EEOC, SEC, or other similar agency, including providing documents or other information, without notice to the Releasees. Plaintiff expressly waives and disclaims any right to compensation or other benefit that may inure to her because of such charge, except for compensation related to any whistleblower claims to the Securities and Exchange Commission or unfair labor practice charge with the National Labor Relations Board ("NLRB"), and hereby expressly agrees to provide any such benefit or pay any such compensation directly to Company. This Agreement does not prohibit Plaintiff from seeking and obtaining a whistleblower award from the SEC pursuant to Rule 21F of the Securities Exchange Act or unfair labor practice award from the NLRB pursuant to Sections 8 and 10 of the National Labor Relations Act. This Release is not intended to apply to any pension or insured benefits, if any, for which Plaintiff is eligible pursuant to the terms of any employee benefit plan in which Plaintiff is, or has been, a participant (subject to all the terms, conditions, and restrictions of such governing plan). It is understood that all Releasees will have the right and standing to enforce the terms of this Paragraph. To the maximum extent allowed by law, claims and causes of action released under this Agreement include, but are not limited to, those relating to:

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

- Any other claims of discrimination or retaliation of any kind
- The Worker Adjustment and Retraining Notification Act, 29 U.S.C. §§ 2101 et seq.
- Claims for breach of the covenant of good faith and fair dealing
- Claims for benefits or fringe benefits
- Claims for, or relating to, stock or stock options
- The False Claims Act (including the qui tam provisions thereof)
- Claims for severance or termination pay
- Any claims that were raised or could have been raised in the Lawsuit
- Any and all other claims arising under any other federal, state, local or foreign laws, as well as any and all other common law legal or equitable claims
- Any and all claims for attorneys' fees, costs, expenses and the like, including but not limited to, any claims for attorneys' fees related to services rendered by Plaintiff's attorney of record in the Lawsuit and/or any other attorney who has provided services to Plaintiff (unless otherwise specified in this Agreement)

It is understood that all Releasees will have the right and standing to enforce the terms of the release contained in this Paragraph 3.1.

3.2 Representations Concerning FLSA/FMLA Claims. Plaintiff represents that Plaintiff has been properly paid for all hours worked and has received all rights and benefits under the Fair Labor Standards Act and that Plaintiff does not believe, and is aware of no evidence suggesting, that Defendant has failed to comply with the Fair Labor Standards Act or the Family Medical Leave Act. Plaintiff acknowledges Defendant is relying on the accuracy of this representation as a material term of this Agreement.

3.3 OWBPA. Plaintiff is hereby advised in accordance with the Older Workers Benefit Protection Act that: (a) Plaintiff should consult with an attorney (at Plaintiff's own expense) prior to executing this Agreement; (b) Plaintiff is waiving, among other things, any age discrimination claims under the Age Discrimination in Employment Act ("ADEA"), provided, however, Plaintiff is not waiving under Paragraph 3.1 any claims under the ADEA that may arise out of acts or omissions done or occurring after the date this Agreement is executed; (c) Plaintiff has twenty-one (21) calendar days within which to consider the execution of this Agreement, before signing it; and (d) Plaintiff may revoke this Agreement within seven (7) calendar days of executing it by providing notice as set forth in the "Notice" provision of the Agreement. Plaintiff further acknowledges he has requested and received from Defendant any information Plaintiff believes is needed to make a knowing and voluntary release of all claims, including claims of age discrimination under the Age Discrimination in Employment Act.

3.4 Civil Code section 1542. It is understood and agreed by Plaintiff that he may have sustained damages, losses, costs, or expenses for which he might have made claims that are presently unknown or unsuspected, and that such damages, losses, costs, or expenses may give rise to additional damages, losses, costs, or expenses in the future. Plaintiff expressly waives all rights under Section 1542 of the Civil Code, which reads as follows:

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

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

///
///
///

4. Confidentiality

4.1 Terms and Negotiations to be Kept Confidential. By executing this Agreement, Plaintiff represents and warrants that Plaintiff has not, as of the date he signs this Agreement, disclosed to anyone, except Plaintiff's attorneys or Plaintiff's spouse, or the court and/or the LWDA consistent with Rules of Court Rule 3.770(a) and PAGA, the existence of this Agreement, the amount of the settlement payments and the other terms of this Agreement, the circumstances giving rise to the execution of this Agreement, or the negotiations leading to this Agreement. Plaintiff understands and agrees that all discussions, negotiations, and correspondence relating to this Agreement and the terms thereof (collectively "Confidential Settlement Information") are strictly confidential and that this confidentiality provision is a material term of this Agreement. Plaintiff agrees not to disclose to anyone (other than Plaintiff's spouse, financial advisors, legal counsel, and accountants) any Confidential Settlement Information unless such disclosure is: (a) lawfully required by any government agency; (b) otherwise required to be disclosed by law (including legally required financial reporting) and/or by court order; or (c) necessary in any legal proceeding to enforce any provision of this Agreement. Plaintiff and Plaintiff's counsel may respond to any inquiry about the status and/or resolution of this litigation by stating that the matter has been resolved to the mutual satisfaction of the Parties. If Plaintiff discloses Confidential Settlement Information to Plaintiff's spouse, financial advisors, legal counsel, or accountant, Plaintiff will make such person aware of the confidential nature of this information and Plaintiff agrees to be responsible for their non-permitted disclosure of Confidential Settlement Information. Nothing in this Agreement prevents the Parties from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct the Parties have reason to believe is unlawful. Nothing in this Agreement prevents the disclosure of factual information relating to claims of sexual assault, sexual harassment, or an act of workplace harassment or discrimination, failure to prevent an act of harassment or discrimination, or an act of retaliation against a person for reporting or opposing harassment or discrimination, that are filed in a civil or administrative action.

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

4.2 Testimony in Other Proceedings. If Plaintiff is asked to testify, subpoenaed, or otherwise compelled to testify in connection with any matter against Defendant or is asked or compelled to testify about Confidential Settlement Information, Plaintiff shall notify Defendant so that Defendant may move to quash the subpoena and/or take any other action, if any, Defendant deem appropriate to preserve the confidentiality terms of this Agreement. Should Plaintiff be compelled to testify pursuant to subpoena or other legal process, Plaintiff shall cooperate with Defendant and Defendant's attorneys to the end that the confidentiality of this Agreement and other Confidential Settlement Information under this Agreement be preserved. Such cooperation is to include consultation with Defendant and their attorneys upon reasonable notice and terms before Plaintiff is to provide testimony. If compelled to testify, Plaintiff shall provide at all times truthful testimony and nothing in this Agreement should be construed otherwise.

///

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

4.4 Preexisting Agreements with Defendant. Plaintiff agrees to abide by any agreements that Plaintiff may have signed while employed by Defendant that pertain to inventions and/or non-disclosure of Defendant's confidential and/or proprietary information.

4.5 Notices. Plaintiff agrees that Plaintiff will notify Defendant in writing as soon as reasonably practical or, at the latest, within five (5) calendar days of the receipt of any subpoena, court order, administrative order or other legal process requiring disclosure of information subject to Paragraph 4 (including subparagraphs) of this Agreement. Any notice and any other notices required under this Agreement shall be served upon Defendant as follows:

To Last Stop Logistics, LLC:

Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
Attn.: Keenan P. O'Connor, Esq.
4660 La Jolla Village Drive, Suite 900
San Diego, California 92122

4.6 Materiality, Liquidated/Stipulated Damages, Fees. The Parties acknowledge and agree that the confidentiality/non-disparagement/reference provisions stated in sections 4 through 6 (including subparagraphs) are material terms of this Agreement and constitute consideration of the Agreement. Plaintiff further acknowledges and agrees that Defendant would be irreparably harmed if Plaintiff breaches Paragraph 4 (including subparagraphs) and that the amount of damages that would result to Defendant from such a violation may be difficult or impossible to ascertain. Therefore, the Parties agree that, if any Party breaches Paragraphs 4 through 6 (including subparagraphs) of this Agreement, the Party in breach shall be obligated to repay to the non-breaching Party or Parties the total amount of \$500 for each proven breach, up to the Settlement Amount.

5. Non-Disparagement

5.1 Disparagement Prohibited. Plaintiff and Defendant mutually agree not to make any disparaging or defamatory remarks against or concerning Defendant or any of the other Releasees.

6. References

6.1 Responding to Prospective Employers. The Parties agree to direct any requests for employment verification or reference to The Work Number at 800-367-5690 or www.theworknumber.com, which shall provide Plaintiff's job title and dates of employment only.

///
///

7. Return of Defendant's Property

7.1 Deadline and Scope. Plaintiff represents that Plaintiff has returned to Defendant any and all of Defendant's property. Defendant's property includes, but is not limited to, any physical equipment, such as telephones, computers or other devices, uniforms, security badges, keys, parking passes, permits, and identification cards, as well as any originals and/or copies of any of Defendant's documents, including, but not limited to, any computer files of such documents. Plaintiff is not required by the terms of this Agreement to return any documents that are Plaintiff's personal property. Plaintiff agrees to destroy all documents that were produced to Plaintiff during this litigation.

8. Miscellaneous

8.1 Beneficiaries and Assignability. This Agreement is binding on, and shall inure to the benefit of, the Parties, their heirs, representatives, transferees, principals, estates, executors, administrators, predecessors, successors, parents, subsidiaries, affiliates, assigns, agents, directors, officers, directors, and employees. Plaintiff represents and warrants that Plaintiff has not assigned any claims released in Paragraph 3.1 to any other person or entity.

8.2 Integration, Modifications. This Agreement constitutes the complete agreement between, and contains all the promises and undertakings of, Plaintiff, on the one hand, and Defendant, on the other hand. All prior agreements, representations, negotiations and understandings between Plaintiff and Defendant, whether oral or written, express or implied, with respect to the subject matter of this Agreement, unless specifically incorporated into this Agreement by reference, are hereby superseded and merged into this Agreement. This Agreement may not be revised or modified without the mutual written consent of the Parties.

8.3 Knowing/Voluntary Waiver. The Parties acknowledge and agree that they have had sufficient time to consider this Agreement and consult with legal counsel of their choosing concerning its meaning prior to entering into this Agreement. In entering this Agreement, no Party has relied on any representations or warranties of any other Party, other than the representations or warranties expressly set forth in this Agreement.

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

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

///
///

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

8.7 Choice of Law/Retention of Jurisdiction. Except as otherwise provided in this Agreement, its interpretation and performance will be governed by the laws of the State of California without reference to that jurisdiction's choice of law provisions. The Court shall retain jurisdiction to enforce this Agreement, pursuant to Code of Civil Procedure section 664.6 and as otherwise allowed by law.

8.8 No Duress, Coercion, Fraud or Undue Influence. Plaintiff has knowingly and voluntarily entered this Agreement and accepts the benefits described herein in exchange for the terms of this Agreement that inure to the benefit of the Releasees, without duress, coercion, fraud, or undue influence.

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

9. Effective Date

9.1 This Agreement shall become effective on the eighth (8th) calendar day following Plaintiff returning an executed version of the Agreement to Defendant's counsel, along with all necessary tax-related documents ("Effective Date"). Until that time, Plaintiff has the right to revoke Plaintiff's Agreement by sending written notice as set forth above in the "Notice" provision.

10. Enforcement of Agreement

10.1 Recovery of Attorneys' Fees. If the either Party prevails in an action to enforce any provision of this Agreement or relating to either Party's breach of any provision of this Agreement, then, in addition to any other relief to which the Party may be entitled, the breaching Party shall be entitled to a reasonable award of attorney's fees and costs incurred in such an action.

[SIGNATURES ON THE FOLLOWING PAGE]

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



Plaintiff Victoria Maldonado

05 / 08 / 2024

Date

On Behalf of Last Stop Logistics, LLC.

DocuSigned by:

By: _____
Name: Lew Chavez
Title: LC

12-Jun-2024

Date

EXHIBIT B

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

_____ (For messenger) my business address is:

Tim L. Johnson, Esq.
tim.johnson@ogletreedeakins.com
Nikolas T. Djordjevski, Esq.
nikolas.djordjevski@ogletreedeakins.com
Yousaf M. Jafri, Esq.
yousaf.jafri@ogletreedeakins.com
Keenan O'Connor, Esq.
keenan.oconnor@ogletree.com
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
4600 La Jolla Village Drive, Suite 900
San Diego, CA 92122
Cc: lisa.bernard@ogletree.com
alicia.martinez@ogletreedeakins.com

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

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

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

Executed on August 14, 2024, at Westlake Village, California.

-1-
PROOF OF SERVICE