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14

15 SUPERIOR COURT OF THE STATE OF CALIFORNIA
16 FOR THE COUNTY OF SANTA CLARA
17 COMPLEX CIVIL LITIGATION
18

19 JONATHAN PINEDO, on behalf of himself
20 and all others similarly situated,

21 *Plaintiff,*

22 v.

23 EXPRESS FREIGHT HANDLERS, INC., a
24 New York corporation; and DOES 1 through
50, inclusive,

25 *Defendants.*
26
27
28

Case No. 23CV413857

Assigned For All Purposes to the Honorable
Theodore C. Zayner, Department 19

**JOINT STIPULATION OF CLASS
ACTION AND REPRESENTATIVE
ACTION SETTLEMENT**

Complaint Filed: April 11, 2023

1 This Joint Stipulation of Class Action and Representative Action Settlement (“Settlement
2 Agreement” or “Agreement”) is made and entered into by and between Plaintiff JONATHAN
3 PINEDO (“Plaintiff” or “Class Representative”), individually and on behalf of all putative class
4 members, on the one hand, and Defendant EXPRESS FREIGHT HANDLERS, INC. (“Defendant”),
5 on the other hand.

6 **RECITALS**

7 A. On April 11, 2023, Plaintiff filed a class action complaint in the Santa Clara County
8 Superior Court, alleging that, during the Class Period (as defined in paragraph 5 below), Defendant:
9 violated California Labor Code Sections 201, 202, 203, 204, 223, 226, 226.7, 510, 512, 1194,
10 1194.2, 1197, 1197.1, 1198,¹ Business & Professions Code section 17200, *et seq.*, and the IWC
11 Wage Orders and otherwise engaged in unfair competition by, among other things, failing to (1)
12 provide meal periods or compensation in lieu thereof; (2) provide rest periods or compensation in
13 lieu thereof; (3) pay all hourly wages due (including minimum wages, wages for all hours worked,
14 and overtime); (4) pay vacation pay; (5) indemnify for work expenses; (6) provide accurate written
15 wage statements; and (7) timely pay all final wages.

16 B. Prior to filing the class action complaint, on March 31, 2023, Plaintiff filed with the
17 Labor and Workforce Development Agency (the “LWDA”) and served on Defendant a notice under
18 Labor Code section 2699.3 stating Plaintiff intended to serve as a proxy of the LWDA to recover
19 civil penalties on behalf of Aggrieved Employees for alleged Labor Code violations, including
20 Labor Code sections 201-204, 223, 226, 226.7, 227.3, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198,
21 1198.5, 1199, and 2802 (the “PAGA Notice”).

22 C. On December 13, 2023, Plaintiff filed a First Amended Complaint alleging an
23 additional cause of action for civil penalties under Labor Code sections 2698, *et seq.* for the
24 aforementioned Labor Code violations set forth in the PAGA Notice.

25 D. On June 7, 2024, Plaintiff filed an amended PAGA Notice with the LWDA, adding
26 (1) the following entities: Restaurant Depot, LLC and Jetro Holdings, LLC; and (2) the following
27

28 ¹ All statutory references will be to California statutes unless otherwise indicated.

1 claims: failure to pay out sick pay at regular rate of pay; failure to keep required records; and failure
2 to pay reporting-time pay.

3 E. The Parties will jointly stipulate to the filing of an amended complaint to add the
4 additional entities and claims included in the amended PAGA Notice, pursuant to paragraph 58
5 below.

6 F. Defendant denies all of Plaintiff's material allegations set out in the filings
7 mentioned in paragraph A. through D. above and in the Action (defined in paragraph 1 below).
8 Specifically, Defendant denies that Plaintiff and Class Members (as defined in paragraph 6 below)
9 are entitled to additional wages, including minimum wage, overtime, vacation and reporting-time
10 pay, as it contends it paid all hourly wages in accordance with California law. Defendant denies its
11 employees were deprived of meal periods and/or rest breaks. Defendant contends that it had meal
12 period and rest break policies and procedures in place to ensure compliance with California law,
13 and employees were not impeded from taking their lawful meal periods and/or rest breaks.
14 Defendant further contends that the meal period and rest break claims are not amenable to class
15 treatment because common issues do not predominate. Defendant believes Plaintiff will not prevail
16 on his reimbursement claim because Class Members did not incur necessary business expenditures,
17 among other reasons. Defendant believes that the stand-alone wage statement claim will fail
18 because there was no knowing and intentional violation and that the derivative wage statement
19 claim will fail for the reasons stated above. Further, Defendant believes that Plaintiff's wage
20 statement, waiting time, unfair competition, and the claims related to PAGA will fail, as they are
21 derivative of the underlying Labor Code Claims. Lastly, Defendant asserts that Plaintiff is an
22 inadequate class representative because, among other reasons, he has a direct conflict with the rest
23 of the putative class, as Plaintiff was a site manager.

24 G. The Parties engaged in an informal, voluntary exchange of information in the context
25 of privileged settlement discussions to facilitate an early mediation. Defendant produced the
26 following: (1) a sample of time and payroll records for Class Members; (2) data points, including (i)
27 the total number of Work Weeks (as defined in paragraph 16 below) worked by Class Members, (ii)
28 total number of former employees, and (iii) total number of Aggrieved Employees and PAGA Pay

1 Periods during the PAGA Period (as defined in paragraphs 12, 14, and 15 below); (3) a sample of
2 Class Members' wage statements; (4) Plaintiff's entire personnel file, including policies and
3 agreements he signed and acknowledged; (5) Plaintiff's wage statements, timekeeping records, and
4 payroll data; and (6) copies of relevant company policies.

5 H. On February 1, 2024, the Parties participated in a full-day mediation before Michael
6 Loeb, a well-regarded mediator experienced in mediating complex labor and employment matters.
7 During the mediation, the Parties had productive negotiations. The mediation was unsuccessful, and
8 the mediation concluded without the Parties having reached a settlement. However, after weeks of
9 continued negotiations, and with the aid of the mediator, the Parties agreed to a mediator's proposal
10 to resolve the class and representative claims described above in paragraphs A. through D. and as
11 alleged in the Action. Each party, represented by its respective counsel, recognized the risk of an
12 adverse result in the Action and agreed to settle the Action and all other matters covered by this
13 Agreement pursuant to the terms and conditions of this Agreement.

14 I. Based on their own thorough, independent investigation and evaluation of this case,
15 Class Counsel (as defined in paragraph 19 below) are of the opinion that the settlement with
16 Defendant for the consideration and on the terms set forth in this Agreement is fair, reasonable,
17 adequate, and in the best interest of the Settlement Class (as defined in paragraph 6 below) in light
18 of all known facts and circumstances, including the risk of significant costs and delay, the risk of
19 non-certification of the Class, the defenses asserted by Defendant, the risks of adverse
20 determinations on the merits, and numerous potential appellate issues.

21 J. Although Defendant contends it has no liability in this case, Defendant's counsel
22 shares Class Counsel's belief that the Agreement represents a fair and adequate settlement given the
23 respective risks associated with the Action. Defendant has concluded that, because of the substantial
24 expense of defending against the Action, the length of time necessary to resolve the issues presented
25 herein, the inconvenience involved, and the concomitant disruption to its business operations, it is in
26 its best interest to accept the terms of this Agreement.

27 K. This Agreement represents a compromise and settlement of highly disputed claims.
28 Nothing in this Agreement is intended or will be construed as an admission by Defendant that

1 Plaintiff's claims in the Action have merit or that it has any liability to Plaintiff or the Class on
2 those claims or the State, or as an admission by Plaintiff that Defendant's defenses raised in the
3 Action have merit. This Agreement is intended to fully, finally, and forever compromise, release,
4 resolve, discharge, and settle the Released Claims (as defined in paragraph 31 below) subject to the
5 terms and conditions set forth in this Agreement.

6 AGREEMENT

7 Subject to the approval of the Court, the Parties agree as follows:

8 1. "Action" shall mean the civil action commenced on April 11, 2023, by Plaintiff
9 against Defendant in the Superior Court of California, County of Santa Clara, Case No.
10 23CV413857, entitled "*Jonathan Pinedo v. Express Freight Handlers, Inc., et al.*"

11 2. "Court" shall mean the Superior Court for the County of Santa Clara.

12 3. "Defendant" shall mean Express Freight Handlers, Inc.

13 4. "Settlement" shall mean the disposition of the Action and all related claims
14 effectuated by this Agreement.

15 5. "Class Period" shall mean the period of time from April 11, 2019, through to the
16 date of Preliminary Approval of the Settlement.

17 6. "Class," "Class Member(s)," or "Settlement Class" shall mean all persons who,
18 during the Class Period, have previously been or currently are employed in California by Defendant
19 in hourly or non-exempt positions in California.

20 7. "Class Settlement" means the settlement of the claims asserted in the putative class
21 action as described in paragraph 28(b).

22 8. "Class Notice" means and refers to the notice sent to Class Members after
23 preliminary approval in the manner described in paragraph 39.

24 9. "Released Parties" shall mean Defendant and all entities named in the PAGA
25 Notice (including Restaurant Depot, LLC and Jetro Holdings, LLC) and each of their past, present,
26 and future direct and indirect parents, subsidiaries, affiliates, divisions, joint ventures, licensees,
27 franchisees, and any other related legal entities, whether foreign or domestic, as well as their past,
28 present, and future shareholders, officers, directors, owners, executives, members, investors, agents,

employees, consultants, representatives, fiduciaries, insurers, attorneys, legal representatives, payroll processing providers, payroll funding companies, predecessors, successors, and assigns.

10. **“PAGA”** means the California Labor Code Private Attorneys General Act, California Labor Code §§ 2698 *et seq.*

11. **“PAGA Notice”** shall mean the notice Plaintiff filed on March 31, 2023, with the LWDA and amended by Plaintiff on June 7, 2024.

12. **“PAGA Employee”** or **“Aggrieved Employee”** shall mean all persons who have previously been or currently are employed by Defendant in hourly or non-exempt positions in California at any time during the PAGA Period.

13. **“PAGA Claims”** shall mean all claims for penalties under the PAGA actually alleged or that could have been alleged in the Action by Plaintiff in this Action, on behalf of himself and the State of California.

14. **“PAGA Period”** shall mean the period of time from April 11, 2022, through to the date of preliminary approval of the Settlement.

15. **“PAGA Pay Period”** shall mean any regularly occurring pay period cycle during the PAGA Period in which a PAGA Employee earned any wages for hours worked.

16. **“Work Week(s)”** means the number of weeks that a Class Member was employed by and worked for the Defendant for at least one day in a non-exempt position during the Class Period and/or PAGA Period in California, based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

17. **“Work Week Value”** means the value for settlement purposes of each Work Week based on the Work Week data provided by the Defendant prior to the mediation in the Action, or \$37.50 (\$410,325.00 divided by 10,942).

18. **“PAGA Settlement Award”** shall mean the pro-rata share of the PAGA penalties allocated to the settlement of the PAGA Claims, to which each PAGA Employee is entitled based on the number of PAGA Pay Periods they worked during the PAGA Period, as described in paragraph 28.

19. **“Class Counsel”** shall mean the attorneys representing Plaintiff in the Action: Shaun

1 Setareh and Brian P. Louis of the Setareh Law Group.

2 **20. “Defense Counsel” or “Defendant’s Counsel”** means Timothy J. Long and Allison
3 N. Blake, with the firm of Greenberg Traurig, LLP.

4 **21. “Claims Administrator” or “Settlement Administrator”** shall mean the Third-
5 Party administrator mutually agreed upon by the Parties and appointed by the Court to administer
6 the Settlement that will be responsible for the administration of the Settlement.

7 **22. “Preliminary Approval of the Settlement”** shall mean the Court’s preliminary
8 approval of the Settlement without material change.

9 **23. “Final Approval Hearing”** shall mean the hearing to be conducted by the Court to
10 determine whether to approve finally, and implement the terms of, this Agreement.

11 **24. “Judgment”** shall mean the Order of Final Judgment entered by the Court that the
12 Parties anticipate will be entered following a Final Approval Hearing on the Settlement in this
13 Action.

14 **25. “Effective Date”** means the first date after all of the following events or conditions
15 have been met or have occurred: (1) this Agreement has been executed by all Parties, Class Counsel
16 and Defense Counsel; (2) the Court has given preliminary approval to the Agreement; (3) the Class
17 Notice has been given to Settlement Class Members, providing them with an opportunity to object
18 to the terms of the Class Settlement, or opt out of the Class Settlement; (4) the Court has held a
19 Final Fairness Hearing and entered a Final Order approving the settlement and the Court has entered
20 Judgment; (5) no termination of the Agreement has occurred; and (6) the later of the following
21 events: (a) 61 calendar days after Notice of Entry of Judgment; (b) when any appeal, writ, or other
22 appellate proceeding opposing the Settlement has been finally dismissed with no material change to
23 the terms of this Agreement and no right to pursue further remedies or relief. The occurrence of the
24 Effective Date is a prerequisite to any obligation of Defendants to pay any funds into the Qualified
25 Settlement Fund, as set forth in paragraph 54.

26 **26. “Maximum Settlement Number”** In consideration for the Settlement and the
27 release of claims set forth below, Defendant agrees to pay a non-reversionary fund in the maximum
28 sum of Four Hundred Ten Thousand Three Hundred Twenty-Five Dollars and No Cents

1 (\$410,325.00), which amount may be increased pursuant to the escalator provision in paragraph 30
2 below, inclusive of the employer's share of payroll taxes ("the Maximum Settlement Number" or
3 "MSN"). The MSN is the maximum total amount that Defendant may be required to pay for all
4 claims of Class Members that are alleged, or that could have been brought, in the Action arising
5 from the allegations made therein, and also including reimbursement and enhancement to the Class
6 Representative, all amounts payable to the LWDA, all Court-approved attorneys' fees of Class
7 Counsel, all costs and expenses incurred or advanced by Class Counsel related to the Lawsuit, and
8 the fees and costs of the Claims Administrator. In no event will Defendant be required to pay more
9 than the MSN.

10 **27. "Net Settlement Number"** The Net Settlement Number ("NSN") shall mean the
11 MSN payable by Defendants pursuant to this Settlement, less the following sums set forth in
12 subsections a. through e. of this section 27:

13 **a. Class Counsel Fees Payment.** Class Counsel will apply to the Court for,
14 and Defendant shall not oppose, an award of not more than One Hundred Thirty-Six Thousand
15 Seven Hundred Seventy-Five Dollars and No Cents (\$136,775.00) (which is one-third of the MSN)
16 as their Class Counsel Fees Payment. The Claims Administrator will pay the amount approved by
17 the Court from the MSN (but not more than \$136,775.00 in Class Counsel Fees Payment.)
18 Withholding and deductions will not be taken from the Class Counsel Fees Payment and one or
19 more Forms 1099 will be issued to Class Counsel with respect to that payment.

20 **b. Class Counsel Litigation Expenses Payment.** Class Counsel will apply to
21 the Court for, and Defendant shall not oppose, an award of not more than Fourteen Thousand
22 Dollars and No Cents (\$14,000.00) to compensate them for, out of pocket costs and expenses
23 actually incurred in connection with the Action. The Claims Administrator will pay the amount
24 approved by the Court from the MSN (but not more than \$14,000.00 in Class Counsel Litigation
25 Expenses). Withholding and deductions will not be taken from the Class Counsel Litigation
26 Expenses Payment and one or more Forms 1099 will be issued to Class Counsel with respect to that
27 payment.

28 **c. Class Representative Payment.** Plaintiff will apply to the Court for an

award of not more than Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00) as his Class Representative Payment, made in his capacity as Class Representative to compensate him for initiating the Action, performing work in support of the Action, and undertaking the risk of liability for attorneys' fees and expenses in the event he was unsuccessful in the prosecution of the Action. Defendant will not oppose a Class Representative Payment of not more than \$7,500.00. The Claims Administrator will pay the Class Representative Payment approved by the Court from the MSN. Payroll taxes, withholdings, and deductions will not be taken from the Class Representative Payment, and instead a Form 1099 will be issued to Plaintiff with respect to that payment. Plaintiff agrees to assume all responsibility and liability for the payment of taxes due on the Class Representative Payment.

d. Payment to Claims Administrator. The Claims Administrator will be paid from the MSN its reasonable fees and expenses as approved by the Court in an amount currently estimated to not exceed Fifteen Thousand Dollars and No Cents (\$15,000.00).

e. Payment to the LWDA. The Parties will jointly apply to the Court for approval of a settlement of claims under PAGA for Twenty Thousand Five Hundred Sixteen Dollars and 25/100 Cents (\$20,516.25), of which, payment from the MSN to the Labor Workforce Development Agency ("LWDA") made in the amount of Fifteen Thousand Three Hundred Eighty-Seven Dollars and 18/100 Cents (\$15,387.18), which is 75% of the PAGA settlement. Five Thousand One Hundred Twenty-Nine Dollars and 07/100 Cents (\$5,129.07), 25% of the PAGA settlement, will remain in the NSN for distribution to PAGA Employees.

28. Allocation of NSN and Calculation of Settlement Shares. Subject to the terms and conditions of this Agreement, the Claims Administrator will calculate a settlement share from the NSN for each Class Member. The Settlement Share for each Class Member will be calculated as follows, understanding that the formula below does not constitute an admission by Defendant, and is intended only to provide a practical means to simplify and administer the claims process:

a. PAGA Settlement Award. The "PAGA Settlement Award" shall amount to Twenty Thousand Five Hundred Sixteen Dollars and 25/100 Cents (\$20,516.25) of the Net Settlement Amount and will be allocated to resolving the PAGA Action. Seventy-five percent

(75%) of the PAGA Settlement Award will be paid to the LWDA in the amount of Fifteen Thousand Three Hundred Eighty-Seven Dollars and 18/100 Cents (\$15,387.18) and twenty-five percent (25%) will be paid to PAGA Employees in the amount of Five Thousand One Hundred Twenty-Nine Dollars and 07/100 Cents (\$5,129.07). The Claims Administrator shall determine the pro rata amount due to each PAGA Employee. This will be determined by dividing his or her total PAGA Pay Periods by the total PAGA Pay Periods worked by all PAGA Employees within the PAGA Period. That fraction will then be multiplied by the 25% portion of the PAGA Settlement Amount to arrive at the PAGA Employee's individual settlement shares ("Individual PAGA Payments"). These payments to PAGA Employees shall be allocated as 100% penalties. PAGA Employees will be responsible for paying any personal income taxes owed on the amounts they receive. PAGA Employees shall have no right to opt out of or not participate in the PAGA Settlement and will be bound by the PAGA Settlement even if they request exclusion from the Class Settlement as described in paragraph 40.

b. Class Settlement Awards. The "Class Settlement Awards" shall equal the NSN as allocated to Class Members as defined below. Together, the Class Settlement Award and Individual PAGA Payment is called a "Settlement Share." The Class Settlement Awards to be paid to Class Members will be calculated by the Claims Administrator based upon information provided by Defendant. Any person who opts out of the Settlement is not a Class Member and is ineligible to object to the Settlement or to participate in the Settlement.

i. Class Members: Class Settlement Awards shall be paid to Class Members who do not opt out of the Settlement ("Participating Settlement Class Members") and shall be hereinafter defined as the "Class Member Settlement Payment." The Claims Administrator will determine each Participating Settlement Class Member's share of the Settlement Payment. This will be determined by dividing their total Work Weeks by the total Work Weeks worked by all Participating Settlement Class Members within the Class Period. That fraction will then be multiplied by the NSN. The Class Settlement Awards made to Class Members shall be allocated for tax purposes as follows: twenty percent (20%) shall be allocated as wages for which a W-2 shall issue, forty percent (40%) shall be allocated as interest for which a 1099 shall issue, and forty

1 percent (40%) shall be allocated as penalties for which a 1099 shall issue.

2 Upon calculation of the Class Members' Settlement Share, the Claims Administrator shall
3 furnish to Class Counsel and Defense Counsel a worksheet containing a list of the names of the
4 Class Members with their corresponding Individual Work Weeks and Settlement Shares.

5 **29. Taxes and Withholdings.** Each Settlement Share is intended, in part, to settle the
6 Class Members' claims for unpaid wages. Each Class Member shall be individually responsible for
7 the employee's share of applicable payroll tax withholdings and deductions. Accordingly, each
8 Settlement Share allocated to wages will be reduced by applicable payroll tax withholdings and
9 deductions, and the Claims Administrator will issue a Form W-2 to each Participating Class
10 Member as referenced above. The employer's share of any payroll tax attributable to the Settlement
11 Share payments will be paid from the MSN.

12 **30. Number of Class Members and Workweeks.** The Parties agree that in anticipation
13 of the mediation in the Action, Defendant informed that Class Members worked 10,942 Work
14 Weeks from the beginning of the Class Period. Defendants shall certify the number of Class
15 Members and Work Weeks worked by Class Members during the Class Period. In the event that it
16 is determined that the number of Work Weeks worked by Class Members during the Class Period
17 increases by more than 10% of the Work Week data previously provided, or 1,094 Work Weeks,
18 then the MSN shall be increased proportionally by the Work Weeks in excess of 12,036 (10,942 +
19 1,094) by the Work Week Value. For illustration purposes, if the actual number of Work Weeks in
20 the Class Period are certified to equal 14,000 Work Weeks, then the MSN shall equal \$483,975.00
21 (\$410,325.00 + (1,964 x \$37.50)).

22 **31. Release of Claims by Plaintiff and Class Members.** Upon the entry of an order by
23 the Court granting final approval of this Stipulation of Settlement, and except as to such rights or
24 claims as may be created by this Stipulation of Settlement, the Settlement Class and Each Class
25 Member who has been identified on the Class List submitted by Defendant to the Claims
26 Administrator, and who has not properly submitted a timely and valid request to "opt-out" or be
27 excluded from the Action, and without the need to manually sign a release document, in exchange
28 for the consideration recited in this Stipulation of Settlement, on behalf of himself or herself and on

1 behalf of his/her current, former, and future heirs, executors, administrators, attorneys, agents, and
2 assigns, shall fully release and discharge the Released Parties (as defined in paragraph 9) from any
3 and all claims, demands, rights, liabilities, and causes of action of any kind whatsoever, that have
4 been, or that could have been, asserted against the Released Parties, whether or not presented, based
5 on the primary rights or the facts alleged at any point in time in this Action (the “Released Claims”).
6 The Released Claims expressly include, without limitation, all claims for unpaid wages, including
7 without limitation overtime wages, vacation pay, reporting-time pay, off-the-clock claims,
8 minimum wage claims, claims for failure to indemnify work expenses; claims for failure to timely
9 pay wages, both during employment and after termination of employment, claims for failure to keep
10 accurate and complete payroll records, claims for failure to provide accurate and complete wage
11 statements, claims relating to meal periods and rest breaks, claims for wage premiums, penalties,
12 and interest; claims for penalties, including, but not limited to, recordkeeping penalties, wage
13 statement penalties, minimum-wage penalties, missed meal-period and rest-break penalties,
14 waiting-time penalties, penalties under the PAGA; premiums or costs and attorneys’ fees and
15 expenses, and any claim arising from the claims described above under applicable federal, state,
16 local or territorial law; all such claims arising under the Labor Code (including, but not limited to,
17 sections 201, 202, 203, 204, 223, 226, 226.7, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198; the wage
18 orders of the California Industrial Welfare Commission (including the Minimum Wage Order and
19 Wage Orders 1); the PAGA, Labor Code section 2698, *et seq.*; Business and Professions Code
20 section 17200 *et seq.*; the California common law of contract; the Fair Labor Standards Act, 29
21 U.S.C. § 201 *et seq.*; and federal common law.

22 **32. Release of PAGA Claims by PAGA Employees and Plaintiff.** “Released PAGA
23 Claims” means all PAGA Claims that were actually alleged or could have been alleged in the
24 Action or in the PAGA Notice submitted by Plaintiff to the LWDA on March 31, 2023, and
25 amended on June 7, 2024, on behalf of the State of California, himself, and PAGA Employees,
26 including without limitation, any and all PAGA Claims arising under Labor Code sections 201, 202,
27 203, 204, 221-223, 226(a), 226.7, 227.3, 246, 256, 510, 512, 558, 1174, 1174.5, 1175, 1194, 1194.2,
28 1197, 1197.1, 1198, 1199, 2802 and 2810.3 against the Released Parties. The release of the

1 Released PAGA Claims shall be effective for the PAGA Period. Upon approval of the terms of this
2 Joint Stipulation at the Final Approval Hearing, all PAGA Employees shall release and discharge
3 the Released Parties from Released PAGA Claims, irrespective of whether that PAGA Employee
4 validly requests exclusion from the settlement of Released Class Claims as described in paragraph
5 40. An opt-out does not affect the release of PAGA Claims under this Agreement.

6 One of the express purposes of this Agreement and the Judgment to be entered by the Court
7 following approval of this Agreement is to forever bar Plaintiff, any PAGA Employee, the LWDA,
8 and any other individual or entity acting on behalf of or purporting to act on behalf of the LWDA
9 from asserting any of the Released PAGA Claims in any future litigation. It is the intent of the
10 Parties that, to the greatest extent provided by law, the ability of Plaintiff, the State of California
11 and any PAGA Employee (which includes any legal heirs and/or successors in interest of each and
12 every PAGA Employee, including Plaintiff) to bring a Released PAGA Claim on behalf of the
13 LWDA is completely and forever foreclosed. Any Party to this Agreement may use the Agreement
14 to assert that this Agreement and the Judgment to be entered by the Court following approval of this
15 Agreement bars any later-filed action asserting any of the Released PAGA Claims against Released
16 Parties. The provisions of this Agreement and this section apply regardless of whether Plaintiffs
17 and/or the PAGA Employees cash the checks being sent to them pursuant to this Agreement, so
18 long as the Maximum Settlement Number is administered and carried out according to this
19 Agreement. Beyond the Maximum Settlement Number, Defendant shall not owe any further monies
20 to anyone for the Released PAGA Claims or as a result of this Settlement.

21 **33. General Release by Plaintiff.** Upon the Effective Date and Defendant's full
22 funding of the MSN, in addition to the claims being released by all Settlement Class Members and
23 PAGA Employees, Plaintiff will release and forever discharge the Released Parties, to the fullest
24 extent permitted by law, of and from any and all claims, known and unknown, asserted and not
25 asserted, which Plaintiff has or may have against the Released Parties based in any way on, or
26 otherwise related to or arising from, his employment with Defendant as of the date of execution of
27 this Settlement Agreement. The releases include, but are not limited to, all disputes relating to or
28 arising out of any state, local, or federal statute, ordinance, regulation, order, or common law,

1 including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§
2 2000(e), *et seq.*; the Civil Rights Act of 1866, as amended, 42 U.S.C. §§ 1981, *et seq.*; the Equal
3 Pay Act, as amended, 29 U.S.C. § 206(d); the Fair Labor Standards Act of 1939, as amended, 29
4 U.S.C. §§ 201, *et seq.* and Code of Federal Regulations; the Orders of the California Industrial
5 Welfare Commission regulating wages, hours and working conditions; the Fair Employment &
6 Housing Act, as amended, Government Code §§ 12900, *et seq.*; the Family Rights Act of 1991, as
7 amended; Government Code § 12945.2; the Unruh Civil Rights Act, as amended, Civil Code §§ 51,
8 *et seq.*; the Labor Code (including any claim for civil penalties under the PAGA); Article 1 of the
9 California Constitution; the Rehabilitation Act of 1973, as amended, 29 U.S.C. §§ 701 *et seq.*; the
10 Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12100, *et seq.*; the Family and Medical
11 Leave Act of 1993, 29 U.S.C. §§ 2601, *et seq.* and any state law equivalent; the Employee
12 Retirement Income Security Act of 1974, 29 U.S.C. §§ 1001, *et seq.*; the National Labor Relations
13 Act, as amended, 29 U.S.C. §§ 151, *et seq.*; Business and Professions Code §§ 17200, *et seq.*; other
14 statutory and common law claims; statutory or common law rights to attorneys' fees and costs,
15 penalties/fines, and/or punitive damages; any action based on contract, quasi-contract, quantum
16 meruit, implied contract, tort, wrongful or constructive discharge, breach of the covenant of good
17 faith and fair dealing, defamation, libel, slander, immigration issues, infliction of emotional distress,
18 negligence, assault, battery, conspiracy, harassment, retaliation, discrimination on any basis
19 prohibited by statute or public policy, conversion, any interference with business opportunity or
20 with contract or based upon any other theory; and/or similar causes of action.

21 **34. Waiver of Known and Unknown Claims.** Plaintiff waives all rights and benefits
22 afforded by Section 1542 of the Civil Code of the State of California, and do so understanding the
23 significance of that waiver, which states:

24 **A general release does not extend to claims which the creditor does not know or**
25 **suspect to exist in his or her favor at the time of executing the release, which if known**
by him or her must have materially affected his or her settlement with the debtor.

26 **35. Certification for Settlement Purposes.** Solely for the purposes of effectuating this
27 Settlement, and subject to Court approval, the Parties hereby stipulate to the conditional
28

1 certification of the following Settlement Class:

2 **All persons who, from April 11, 2019, to the date the Court grants preliminary**
3 **approval of this settlement, have previously been or currently are employed in**
4 **California by Defendant.**

5 The Parties agree that if for any reason the Settlement is not preliminarily and finally approved, the
6 conditional certification of the Settlement Class will be of no force or effect, does not constitute an
7 admission by Defendant that class certification is proper, and will not be deemed admissible in this
8 or any other proceeding, and that the Parties will litigate the issue of class certification.

9 **36. Motion for Preliminary Approval of Settlement by the Court.** Class Counsel will
10 move the Court for an order granting Preliminary Approval of the Settlement (the "Motion for
11 Preliminary Approval"), setting a date for the Final Approval Hearing, and approving the Class
12 Notice. At the hearing on the Motion for Preliminary Approval Class Counsel will submit an Order
13 Granting Preliminary Approval of Settlement, Approval of Notice to Class and Setting Hearing for
14 Final Approval of Settlement. Should the Court decline to approve the Settlement in its entirety, the
15 Settlement will be null and void and the Parties will have no further obligations under it.

16 **37. Duties of the Claims Administrator.** The Parties have agreed to the appointment
17 of the Simpluris, Inc., (the "Claims Administrator") or such other independent administrator as the
18 Court might appoint to mail the Notice, to independently review and verify documentation
19 associated with any submitted claims or opt-out requests, and to compute and pay the appropriate
20 sums of the MSN. The Claims Administrator's estimate of its costs/fees for the administration of the
21 settlement is \$4,468.00. The actual fees and costs of the Claims Administrator which will be paid
22 out of the MSN, will not be known until all claims are administered, and could vary materially from
23 the estimate.

24 **38. List of Class Members.** Within thirty (30) days after the Court grants Preliminary
25 Approval of the Settlement, Defendant shall provide to the Claims Administrator:

26 **a.** An electronic database of all Class Members, including his or her, (1) name,
27 (2) last known mailing address, currently in Defendant's possession, custody, or control; (3) last
28 known telephone number(s) currently in Defendant's possession, custody, or control; (4) last known

1 Social Security Number(s) in Defendant's possession, custody, or control; and (5) the dates of
2 employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)), ("Class
3 Members' Data") which shall be made available to Class Counsel upon request for the purpose of
4 effectuating the Settlement only.

5 **b.** Corresponding to each Class Member's name, Defendant shall provide a
6 figure indicating the total number of Work Weeks during the Class Period in which that Class
7 Member performed any work for Defendant as an hourly or non-exempt employee. That number of
8 Work Weeks shall be referred to as that Class Member's "Individual Work Weeks." If any of the
9 Class Members' Data are unavailable to Defendant, Defendant will so inform Class Counsel and the
10 Parties will make their best efforts to reconstruct or otherwise agree upon the Class Members' Data
11 prior to when it must be submitted to the Claims Administrator. Class Members' Data will
12 otherwise remain confidential and will not be disclosed to anyone, except as necessary to applicable
13 taxing authorities, or pursuant to Defendant's express written authorization or by order of the Court.

14 **39. Notice to Class Members.** Upon receipt of the Class Members' Data, the
15 Administrator will run an address search using the United States Postal Service National Change of
16 Address ("NCOA") database to obtain current address information. Within fifteen (15) days of its
17 receipt of the Class Data, the Claims Administrator will mail to each Class Member by first-class
18 U.S. mail, using the mailing address information provided by Defendant, unless modified by any
19 updated address information that the Claims Administrator obtains in the course of administration
20 of the Settlement, a Notice packet containing a Notice of Pendency of Class Action Settlement,
21 Proposed Settlement, and Hearing Date for Final Court Approval ("Notice") in the form attached
22 hereto as **Exhibit "1"** and approved by the Court.

23 **a. Returned Class Notice.** If a Class Notice Packet is returned because of an
24 incorrect address, the Claims Administrator will promptly, and not later than ten (10) days from
25 receipt of the returned packet, search for a more current address for the Class Member and re-mail
26 the Class Notice Packet to the Class Member. The Claims Administrator will use the Class
27 Members' Data and otherwise work with Defendant's Counsel and Class Counsel to find a more
28 current address. The Claims Administrator will be responsible for taking reasonable steps,

1 consistent with its agreed-upon job parameters, court orders, and fee, to trace the mailing address of
2 any Class Member for whom a Class Notice Packet is returned by the U.S. Post Office as
3 undeliverable. These reasonable steps shall include the tracking of all undelivered mail; performing
4 address searches for all mail returned without a forwarding address; and promptly re-mailing to
5 Class Members for whom new addresses are found. If the Class Notice Packet is re-mailed, the
6 Claims Administrator will note for its own records and notify Class Counsel and Defendant's
7 Counsel of the date and address of each such re-mailing as part of a weekly status report provided to
8 the Parties.

9 **40. Request for Exclusion from Settlement.** A Class Member may request to be
10 excluded from the Class Settlement² by timely mailing a letter to the Claims Administrator stating
11 that the Class Member wants to be excluded from the Class Settlement. This letter must include the
12 Class Member's name, address, telephone number, and signature. To be valid and timely, the
13 request to be excluded must be postmarked by the date specified in the Class Notice (no less than
14 forty-five (45) days from the initial mailing of the Class Notice by the Claims Administrator). A
15 Class Member who properly submits a valid and timely request to be excluded from the Action
16 shall not receive any payment from the Settlement and will not be bound by the Settlement
17 Agreement or have any right to object to, appeal, or comment on the Settlement. A Class Member
18 cannot submit both a request for exclusion and an objection. If a Class Member submits an
19 objection and a request for exclusion, the request for exclusion will control and the objection will be
20 overruled.

21 ///

22 ///

23 ///

24 ///

25 ///

26 _____
27 ² Settlement Class Members who worked during the PAGA Period as PAGA Employees that submit a valid request for
28 exclusion will still be deemed PAGA Employees, will still receive their Individual PAGA Payments, and will be bound
by the release of the Released PAGA Claims. A Settlement Class Member may only opt out from the Class Settlement,
and not the PAGA Settlement.

1 A request for exclusion must be mailed to the Claims Administrator as follow (who shall
2 transmit the request for exclusion to counsel for the Parties) as follows:

3 To Claims Administrator	To Class Counsel:	To Defense Counsel:
4 Jonathan Pinedo v. Express 5 Freight Handlers, Inc. 6 Claims Administrator 7 c/o Simpluris, Inc. 3194 Airport Loop Dr Ste C, Costa Mesa, California 92626	Shaun Setareh, Esq. Brian P. Louis, Esq. Setareh Law Group 9665 Wilshire Boulevard, Suite 430 Beverly Hills, California 90212	Timothy J. Long, Esq Allison N. Blake, Esq. Greenberg Traurig, LLP 400 Capitol Mall, Suite 2400 Sacramento, California 95814

8 **41. Objections to Settlement.** The Class Notice will provide that any Class Member
9 who does not request exclusion from the Action and who wishes to object to the Settlement must
10 submit an objection in writing to the Claims Administrator post-marked not later than forty-five
11 (45) days after the Claims Administrator mails the Class Notice, a written objection to the
12 Settlement which sets forth the grounds for the objection. The objection must be mailed to the
13 Claims Administrator (who shall transmit the objections to counsel for the Parties). The written
14 objection must state the objecting Class Member's full name, address, and the written basis for each
15 specific objection and any legal support in clear and concise terms. PAGA Employees may not
16 object to the PAGA portion of the Settlement.

17 If a Class Member objects to the Class Settlement, the Class Member will remain a member
18 of the Class Settlement and if the Court approves this Agreement, the Class Member will be bound
19 by the terms of the Class Settlement in the same way and to the same extent as a Class Member who
20 does not object.

21 **42. Disputed Class Member Settlement Shares.** If a Class Member disputes his/her
22 Settlement Share, the Class Member may produce evidence to the Claims Administrator for the
23 Class Period. In order for the dispute to be considered, he/she must follow the directions on the
24 Class Notice. To be valid and timely, all disputes and supporting documents must be postmarked by
25 the date specified in the Class Notice (no less than forty-five (45) days from the initial mailing of
26 the Class Notice by the Claims Administrator). Any disputes concerning administration of the
27 Settlement not resolved by the Parties will initially be decided by the Claims Administrator. If the
28 Claims Administrator's decisions are not mutually accepted by all Parties, the dissatisfied party may

1 request that the Court make a final decision. The Court's decision shall be final and binding on the
2 Parties.

3 **43. Report.** Not later than fourteen (14) days after the deadline for submission of
4 requests for exclusion, the Claims Administrator will provide the Parties with a complete and
5 accurate list of all Class Members who sent timely requests to be excluded from the Action and all
6 Class Members who objected to the Settlement.

7 **44. Declaration of Claims Administrator.** Not later than seven days (7) days prior to
8 the Final Approval Hearing, the Claims Administrator will provide the Parties for filing with the
9 Court a declaration of due diligence setting forth its compliance with its obligations under this
10 Agreement. Prior to the Final Approval Hearing, the Claims Administrator will supplement its
11 declaration of due diligence if any material changes occur from the date of the filing of its prior
12 declaration.

13 **45. No Solicitation of Objection; Right to Void.** Neither the Parties, nor their
14 respective counsel, will directly or indirectly solicit or otherwise encourage any Class Member to
15 seek exclusion from the Settlement, object to the Settlement, or to appeal from the Judgment. If ten
16 percent (10%) or more of the Class Members submit a valid request to be excluded from the
17 Settlement, then Defendant shall have the unilateral right to void this Settlement. Defendant may do
18 so by giving notice to Class Counsel and the Court of its election to void the Settlement not later
19 than seven (7) days before the Final Approval Hearing. No sums shall be payable by Defendant if
20 this Agreement is voided as provided for herein with one exception: Defendant agrees to pay any
21 fees owing to the Claims Administrator for services rendered in the event Defendant exercises its
22 right to void the Settlement.

23 **46. Additional Briefing and Final Approval.** Plaintiff will file with the Court a motion
24 for final approval of the Settlement and payment of the Claims Administrator's reasonable fees and
25 expenses and a memorandum in support of their motion; and Plaintiff and Class Counsel will serve
26 on Defendants and file with the Court a motion for awards of the Class Representative Payment, the
27 Class Counsel Fees Payment, and the Class Counsel Litigation Expenses Payment pursuant to this
28 Settlement, and memoranda in support of their motions.

1 **47. Right to Respond to Objections.** Before the Final Approval Hearing, the Parties
2 shall be entitled to file and serve a response to any Class Member's objection to the Settlement
3 and/or reply in support of their motion for final approval of the Settlement, and payment of the
4 Claims Administrator's reasonable fees and expenses to the extent that any opposition to the motion
5 is filed; and Plaintiff and Class Counsel may file replies in support of their motions for the Class
6 Representative Payment, the Class Counsel Fees Payment, and the Class Counsel Litigation
7 Expenses Payment.

8 **48. Right to Void Settlement Agreement.** If the Court ultimately does not grant final
9 approval of the Settlement or grants final approval conditioned on any material change to the
10 Settlement, then either Party will have the unilateral right to void the Settlement in its entirety; if
11 that occurs, the Parties will have no further obligations under the Settlement, including any
12 obligation by Defendant to pay the MSN, NSN or any amounts that otherwise would have been
13 payable under this Agreement, except that Defendant and Plaintiff will jointly and equally pay the
14 Claims Administrator's reasonable fees and expenses incurred as of the date that the Party exercises
15 the right to void the Settlement under this paragraph. However, an award by the Court of a lesser
16 amount than that sought by Plaintiff and Class Counsel for the Class Representative Payment, the
17 Class Counsel Fees Payment, or the Class Counsel Litigation Expenses Payment, will not constitute
18 a material modification to the Settlement within the meaning of this paragraph and shall not render
19 the Settlement voidable. Plaintiff and Class Counsel shall retain the right to appeal awards of
20 attorneys' fees and costs less than requested.

21 **49. Final Judgment.** Upon final approval of the Settlement by the Court at or after the
22 Final Approval Hearing, the Parties will present for the Court's approval and entry a Proposed Final
23 Order and Judgment. The Final Order and Judgment shall permanently bar all Class Members (other
24 than those who have submitted timely and valid requests to be excluded from the Action as
25 provided in this Agreement) from prosecuting against Defendant any claims within the scope of the
26 Releases contained in this Agreement.

27 **50. Jurisdiction.** The Court has jurisdiction over the Parties and the subject matter of
28 the Action. The Action includes claims that, if proven, would authorize the Court to grant relief

1 pursuant to the applicable statutes. After entry of the Judgment, the Court will have continuing
2 jurisdiction over the Action and the Settlement solely for purposes of (a) enforcing this Agreement,
3 (b) addressing claims administration matters, and (c) addressing such post-Judgment matters as may
4 be appropriate under court rules or applicable law.

5 **51. Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms
6 and conditions of this Agreement, Plaintiff, Class Members who did not submit a valid and timely
7 objection to the Settlement, Defendant, and its respective counsel hereby waive, except as provided
8 for in this Agreement or prohibited by law, any and all rights to appeal from the Judgment,
9 including all rights to any post-judgment proceeding and appellate proceeding, such as a motion to
10 vacate judgment, a motion for new trial, any extraordinary writ, and any appeal, and the Judgment
11 therefore will become non-appealable at the time it is entered. The waiver of appeal does not
12 include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment
13 proceedings. If an appeal is taken from the Judgment, the time for consummation of the Settlement
14 (including making any payments under the Settlement) will be suspended until the appeal is fully
15 and finally resolved and the Judgment, consistent with the terms of this Agreement, becomes Final.

16 **52. Vacating, Reversal, or Material Modification of Judgment on Appeal or**
17 **Review.** If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other
18 motion, petition, writ, application, or appeal, the reviewing court vacates, reverses, or modifies the
19 Judgment such that there is a material modification to the Settlement, and that court's decision is
20 not completely reversed and the Judgment is not fully affirmed on review by a higher court, then
21 either Plaintiff or Defendant will have the unilateral right to void the Settlement, which the Party
22 must do by giving written notice to the other Parties, the reviewing court, and the Court, not later
23 than fourteen (14) days after the reviewing court's decision vacating, reversing, or materially
24 modifying the Judgment becomes final. The Party exercising its right to unilaterally void the
25 Settlement pursuant to this provision agrees to pay any fees owing to the Claims Administrator for
26 services rendered. An order vacating, reversing or modifying the Court's award of the Class
27 Representative Payment or the Class Counsel Fees Payment and/or Class Counsel Litigation
28 Expenses Payment will not constitute a vacation, reversal, or material modification of the Judgment

1 within the meaning of this paragraph, and shall not render the Settlement voidable.

2 **53. Establishment of Qualified Settlement Fund.** The Claims Administrator will
3 establish an interest-bearing Qualified Settlement Fund (“QSF”) with an FDIC insured banking
4 institution pursuant to Internal Revenue Code section 1.468B-1.

5 **54. Defendant’s Payment into the Qualified Settlement Fund.** Defendant shall pay
6 the MSN into the QSF in two installment payments (via wire transfer). Each installment is equal to
7 half of the MSN.

8 **a. First Installment Payment.** Defendant must make the first installment
9 payment into the QSF within thirty (30) calendar days of the Effective Date.

10 **b. Second Installment Payment.** Defendant must make the second installment
11 payment into the QSF nine (9) months after Defendant makes the first installment payment.

12 **55. Payment of Settlement Shares.** Once Defendant has made both installment
13 payments, the Claims Administrator shall pay Settlement Shares, from the QSF, to all Class
14 Members who do not timely and validly opt out. The Claims Administrator shall pay each
15 Settlement Share by sending a check in the appropriate amount to the Class Member at the address
16 indicated in the list of Class Member names and addresses provided by Defendant, or as
17 subsequently determined by the Claims Administrator to be the correct address. Such payment shall
18 be sent by the Claims Administrator via U.S. Mail within ten (10) days of its receipt from
19 Defendant of the sums described above in paragraph 54.

20 **56. Uncashed Settlement Share Checks.** Any checks issued by the Claims
21 Administrator to Class Members who do not timely and validly opt out shall be negotiable for one
22 hundred and eighty (180) calendar days. Those funds represented by checks returned as
23 undeliverable and those checks remaining un-cashed for more than 180 days after issuance
24 (collectively, “Voided Settlement Checks”) will be sent to the *cy pres* recipient Alliance for
25 Children’s Rights pursuant to California Civil Procedure Code section 384(b). The Parties agree this
26 disposition results in no “unpaid residue,” as the entire Net Settlement Amount will be paid to
27 Settlement Class members, whether or not all checks are cashed. Because no unpaid residue will
28 exist, Defendant will not be required to pay any interest on the uncashed checks.

1 **57. Final Report by Claims Administrator to Court.** Within ten (10) days after final
2 disbursement of all funds from the QSF, the Claims Administrator will serve on the Parties for
3 filing with the Court a declaration providing a final summary report on the disbursements of all
4 funds from the QSF.

5 **58. Amended Complaint.** The Parties will jointly stipulate to the filing of an amended
6 complaint to add the following entities: Restaurant Depot, LLC and Jetro Holdings, LLC; and the
7 following claims: failure to pay out sick pay at regular rate of pay; failure to keep required records;
8 and failure to pay reporting-time pay. The Parties agree that Plaintiff will file the amended
9 complaint after August 11, 2024 but before September 24, 2024 (the date of the Preliminary
10 Approval Hearing). The Parties also agree that Restaurant Depot, LLC and Jetro Holdings, LLC are
11 not required to appear in the case or file a responsive pleading. If this Agreement is not approved by
12 the Court, the claims asserted in the amended complaint will be dismissed within fifteen (15) days
13 of entry of the final order (including any appeals) on the matter without prejudice against Restaurant
14 Depot, LLC and Jetro Holdings, LLC.

15 **59. Non-Publicity Provision.** The Parties and their counsel agree that they will not
16 issue any press releases, initiate any contact with the press, respond to any press inquiry or have any
17 communication with the press about the fact, amount or terms of the Settlement. In addition, the
18 Parties and their counsel agree that they will not engage in any advertising or distribute any
19 marketing materials relating to the Settlement of this case in any manner that identifies the
20 Defendant, including but not limited to any postings on any websites maintained by Class Counsel.
21 Neither Plaintiff nor Class Counsel will discuss the terms or the fact of the Settlement with third
22 parties other than (1) their immediate family members, (2) their respective accountants or lawyers
23 as necessary for tax purposes; or (3) other Class Members. Plaintiff and Class Counsel agree not to
24 publish any of the terms or conditions of this Settlement in any manner that identifies Defendant.
25 However, Class Counsel may identify this Settlement in other matters to demonstrate their
26 adequacy as counsel in such other matters.

27 **60. No Effect on Other Benefits.** The Settlement Shares will not result in any
28 additional employee benefit payments (such as pension, ERISA, 401(k), vacation, or bonus) and

1 shall not have any effect on the eligibility for, or calculation of, any employee benefit. Plaintiff and
2 Class Members are deemed to have waived all such claims, whether known or unknown by them, as
3 part of their release of claims under this Agreement.

4 **61. No Admission of Liability.** Defendant denies that it engaged in any unlawful
5 activity, failed to comply with the law in any respect, or has any liability to anyone under the claims
6 asserted in the Action. This Agreement is entered into solely for the purpose of compromising
7 highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission
8 of liability or wrongdoing by Defendant, or an admission by Plaintiff that any of his claims was
9 non-meritorious or any defense asserted by Defendant was meritorious. This Settlement and the fact
10 that Plaintiff and Defendant were willing to settle the Action will have no bearing on, and will not
11 be admissible in connection with, any litigation (other than solely in connection with the
12 Settlement).

13 **62. Improper Use of Settlement.** Whether or not the Settlement becomes final, this
14 Stipulation of Settlement is a settlement document and shall, pursuant to California Evidence Code
15 section 1152 and Federal Rule of Evidence 408(a), be inadmissible in evidence. The preceding
16 sentence shall not apply to an action or proceeding to approve, interpret, or enforce this Joint
17 Stipulation of Class Action Settlement.

18 **63. Integrated Agreement.** After this Agreement is signed and delivered by all Parties
19 and their counsel, this Agreement and its exhibits will constitute the entire agreement between the
20 Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties,
21 covenants, or inducements have been made to any Party concerning this Agreement or its exhibits
22 other than the representations, warranties, covenants, and inducements expressly stated in this
23 Agreement and its exhibits.

24 **64. Modification.** This Stipulation of Settlement may not be changed, altered, or
25 modified, except in a writing signed by the Parties hereto and approved by the Court. This
26 Stipulation of Settlement may not be discharged except by performance in accordance with its terms
27 or by a writing signed by all of the Parties hereto.

28 **65. Attorney Authorization.** Class Counsel and Defense Counsel warrant and represent

1 that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action
2 required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms,
3 and to execute any other documents required to effectuate the terms of this Agreement. The Parties
4 and their counsel will cooperate with each other and use their best efforts to effect the
5 implementation of the Settlement. In the event the Parties are unable to reach agreement on the form
6 or content of any document needed to implement the Agreement, or on any supplemental provisions
7 that may become necessary to effectuate the terms of this Agreement, the Parties will seek the
8 assistance of the Court, and in all cases, all such documents, supplemental provisions and assistance
9 of the court will be consistent with this Agreement.

10 **66. Modification of Agreement.** This Agreement, and all parts of it, may be amended,
11 modified, changed, or waived only by an express written instrument signed by all Parties or their
12 successors-in-interest.

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

15 **68. Applicable Law.** All terms and conditions of this Agreement and its exhibits will be
16 governed by and interpreted according to the laws of the State of California, without giving effect to
17 any conflict of law principles or choice of law principles.

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

21 **70. Fair Settlement.** The Parties and their respective counsel believe and warrant that
22 this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at
23 this Agreement through arms-length negotiations, considering all relevant factors, current and
24 potential.

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

27 **72. Notice.** All notices, demands or other communications given under this Agreement
28 will be in writing and deemed to have been duly given as of the third business day after mailing by

United States mail, addressed as follows:

To Class Counsel:
Shaun Setareh, Esq.
Brian P. Louis, Esq.
Setareh Law Group
9665 Wilshire Boulevard, Suite 430
Beverly Hills, California 90212

To Defense Counsel:
Timothy J. Long, Esq
Allison N. Blake, Esq.
Greenberg Traurig, LLP
400 Capitol Mall, Suite 2400
Sacramento, California 95814

73. Execution in Counterparts. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile signatures will be presumptive evidence of execution of the original, which shall be produced on reasonable request. Any executed counterpart will be admissible to prove the existence and contents of this Agreement.

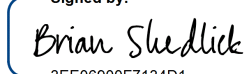
74. No Assignments. The Parties hereto represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or rights herein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

75. Class Counsel Signatories. It is agreed that, because the members of the Settlement Class are so numerous, it is impossible or impractical to have each such Class Member execute this Stipulation of Settlement. The Notice will advise all Class Members of the binding nature of the release, and such shall have the same force and effect as if this Joint Stipulation of Class Action Settlement were executed by each Member of the Settlement Class.

DATED: August⁶, 2024

EXPRESS FREIGHT HANDLERS, INC.

By:

Signed by:

3EE06900F7134D1...

BRIAN SHEDLICK

DATED: August __, 2024

By:

JONATHAN PINEDO

United States mail, addressed as follows:

To Class Counsel:
Shaun Setareh, Esq.
Brian P. Louis, Esq.
Setareh Law Group
9665 Wilshire Boulevard, Suite 430
Beverly Hills, California 90212

To Defense Counsel:
Timothy J. Long, Esq.
Allison N. Blake, Esq.
Greenberg Traurig, LLP
400 Capitol Mall, Suite 2400
Sacramento, California 95814

73. Execution in Counterparts. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile signatures will be presumptive evidence of execution of the original, which shall be produced on reasonable request. Any executed counterpart will be admissible to prove the existence and contents of this Agreement.

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

75. Class Counsel Signatories. It is agreed that, because the members of the Settlement Class are so numerous, it is impossible or impractical to have each such Class Member execute this Stipulation of Settlement. The Notice will advise all Class Members of the binding nature of the release, and such shall have the same force and effect as if this Joint Stipulation of Class Action Settlement were executed by each Member of the Settlement Class.

DATED: August __, 2024

EXPRESS FREIGHT HANDLERS, INC.

By: _____

DATED: August 1, 2024

By: _____



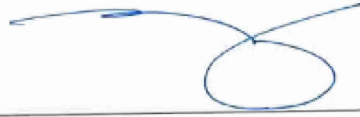
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JONATHAN PINEDO

1 **APPROVED AS TO FORM AND CONTENT**

2 DATED: August 9, 2024

GREENBERG TRAURIG, LLP

By: 

TIMOTHY J. LONG
ALLISON N. BLAKE

Attorneys for Defendant EXPRESS FREIGHT
HANDLERS, INC.

9 DATED: August 9, 2024

SETAREH LAW GROUP

By: 

SHAUN SETAREH
BRIAN P. LOUIS

Attorneys for Plaintiff
JONATHAN PINEDO

eSignature Details

Signer ID:	vuKoauCKkHZt4nnf52r1BN4H
Signed by:	Jonathan Pinedo
Sent to email:	jayopinedo90@gmail.com
IP Address:	47.41.46.116
Signed at:	Aug 1 2024, 10:59 am PDT