INDIVIDUAL AND PAGA SETTLEMENT AGREEMENT

This Individual and PAGA Settlement Agreement ("Agreement") is made by and between plaintiff William Fuentes ("Plaintiff") and defendant Blueway Services, LLC, Charger Logistics, Inc., and Charger Logistics USA, Inc. (collectively "Defendants"). The Agreement refers to Plaintiff and Defendants collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1. "Action" means the Plaintiff's lawsuit alleging wage and hour violations against Defendants captioned *William Fuentes v. Blueway Services, LLC, et al.*, Case No. BCV-23-102674, initiated on or about June 2023 and pending in Superior Court of the State of California, County of Kern.

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

1.3. "Administrator" means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.4. "Aggrieved Employees" means truck drivers of Defendants who are based out of California during the PAGA Period who experienced any of the following: 1) They were not issued company issued cell phones or internet service and had to use cell phones for work to do their jobs and/were not reimbursed for reasonably necessary expenses incurred in doing their jobs such as tie down straps, lumber, oil, travel expenses; 2) were paid a flat rate per day regardless of how many hours they worked which typically involved different amounts of overtime and double time in a 24 hour period; 3) received a flat rate if they worked less than a certain number of hours in a day regardless of whether they were entitled to overtime or double time for those hours; 4) were paid $75.00 if laid over regardless of whether the hours spent waiting should be paid at overtime or double time which would exceed any hourly rate the $75 could pay for; 5) did not accrue and were not paid sick pay under California Labor Code Section 246; 6) Received paystubs that failed to show the total number of hours they worked at regular wages, overtime, double time, and what the rates of pay were for any of these; 7) Received paystubs that did not have Charger Logistics USA and/or the name of a Charger Logistics entity on it as an employer; 8) the employee has paid up to $500 to the employer, including $50 per pay period, for a deposit in the off chance the employee abandons their truck and it must be towed.

1.5. "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendants' possession including the Aggrieved Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

1.6. "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably

available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

1.7. "Court" means the Superior Court of California, County of Kern.

1.8. "Defendants" means Blueway Services, LLC, Charger Logistics, Inc., and Charger Logistics USA, Inc., the named defendants in the Action.

1.9. "Defense Counsel" means Spencer C. Skeen and Eric M. Fox of OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.

1.10. "Effective Date" means the date by when both of the following have occurred: (a) the Court approves the PAGA settlement; and (b) the Parties receive notice of the Court's Order.

1.11. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

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

1.13. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under the Labor Code section 2699, subd. ().

1.14. "Operative Complaint" means the First Amended Complaint filed in this action.

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

1.16. "PAGA Notice" means Plaintiff's August 7, 2023 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).

1.17. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

1.18. "PAGA Period" means the period from August 22, 2022 to July 3, 2026.

1.19. "Plaintiff" means William Fuentes, the named plaintiff in the Action.

1.20. "Plaintiff's Counsel" means Karl Gerber of Employment Lawyers Group.

1.21. "Released PAGA Claims" means the claims being released as described in Paragraph 5.2 below.

1.22. "Released Parties" means: Defendants and each of their former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, joint employers, co-employers, and affiliates.

2. RECITALS.

2.1. On or about August 14, 2023, Plaintiff commenced the underlying action by filing a Complaint alleging causes of action against Defendants for failure to pay minimum wages, failure to pay overtime wages, failure to provide accurate itemized wage statements, failure to reimburse business expenses, unlawful deductions, violation of Business & Professions Code § 17200, *et seq.*, and conversion.

2.2. On October 20, 2023, Plaintiff filed a First Amended Complaint adding a cause of action against Defendants for Enforcement of Labor Code § 2698 *et seq.* ("PAGA"), as well as claims for untimely payment of wages and final wages.

2.3. Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint, and deny any and all liability for the causes of action alleged.

2.4. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice on August 7, 2023.

2.5. On June 29, 2026, the Parties participated in a second mediation presided over by Jill Sperber of Judicate West which led to this Agreement to settle the Action. This mediation was preceded by a first all-day mediation with Jill Sperber on June 19, 2025.

2.6. Prior to mediation, discovery was conducted, and Plaintiff obtained through informal discovery Aggrieved Employees' timekeeping and payroll records and employment dates and other metrics. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (*"Dunk/Kullar"*).

2.7. The Parties have agreed to settle Plaintiff's individual claims and the PAGA claims.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided in Paragraph 8, in regards to the potential escalator clause, Defendants promise to pay $250,000.00 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portion of the Individual Settlement Payment. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to 10 days from the date the court approves the PAGA settlement and notice is provided.

3.2. Payments from the Gross Settlement Amount. The following payments shall be made from the Gross Settlement Amount:

3.2.1. To Plaintiff: An Individual Settlement Payment to Plaintiff of $75,000.00 in settlement of Plaintiff's individual claims in exchange for his release of individual claims should the PAGA settlement be approved. The Individual Settlement Payment shall be allocated as follows: 10% ($7,500.00) to settlement of Plaintiff's claims for unpaid wages (the "Wage Portion"), attorney fees and costs of $40,000 payable to Karl Gerber Client Trust Account, $27,500 to settle Plaintiff's claims for penalties and other non-wage claims (the "Non-Wage Portion"). The Wage Portion is subject to tax withholding and will be reported on an IRS W-2 Form. The Non-Wage Portion is not subject to wage withholdings and will be reported on an IRS 1099 Form. Plaintiff shall provide a w4 and w9 form, fully executed, and Plaintiff's counsel shall provide an executed w9 form prior to the court date for the approval of the PAGA settlement. Proper tax documents are a condition to Plaintiff and counsel receiving the funds specified in this paragraph. Plaintiff assumes full responsibility and liability for employee taxes owed on the Individual Settlement Payment. The individual settlement shall be paid within 10 days of notice of the court's approval of the PAGA settlement.

3.2.2. To Plaintiff's Counsel: For the PAGA settlement, fees of not more than 1/3 of $175,000 ($58,333.33) and cost reimbursements up to $20,000. Defendants will not oppose requests for these payments provided that they do not exceed these amounts. Released Parties shall have no liability to Plaintiff's Counsel or any other counsel arising from any claim to any portion of any Plaintiff's Counsel Fee Payment and/or Plaintiff's Counsel Litigation Expenses Payment. Plaintiff's Counsel assumes full responsibility and liability for taxes owed on the Plaintiff's Counsel Fees Payment and the Plaintiff's Counsel Litigation Expenses Payment.

3.2.3. To the LWDA and Aggrieved Employees: After payments of Plaintiff's counsel not to exceed $20,000 for cost reimbursement, $58,333.33 for attorney fees, $3,250.00 to claims administrator ILYM, the Gross PAGA sum is $93,416.67 to be distributed 75% to the LWDA ($70,062.50) for PAGA penalties, and 25% to the Individual to Aggrieved Employees ($23,354.17).

3.2.4. Each Individual PAGA Payment shall be calculated by (a) dividing the total work weeks of the PAGA group, during the PAGA period, by the number of work weeks of the individual employee's in order to determine the individual employee's share of the $23,354.17 to be distributed amongst the PAGA group.

3.2.5. 1099 forms will be sent to the individual aggrieved employees for the sums they receive in this settlement of PAGA penalties.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate there are 58 Aggrieved Employees who worked a total of approximately 2,313 PAGA Pay Periods.

4.2. Aggrieved Employee Data. Not later than 21 days after the Court grants Approval of the Settlement, Defendants will simultaneously deliver the Aggrieved Employee Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Plaintiff's Counsel if they discover that the Aggrieved Employee Data omitted Aggrieved Employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the PAGA settlement within 10 days of notice of the court's approval.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Plaintiff's Counsel Fees Payment for the PAGA settlement, the Plaintiff's Counsel Litigation Expenses Payment.

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

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all other Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a

replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee thereby leaving no unpaid residue.

4.4.4. The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS**. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Settlement Payment, Plaintiff and Aggrieved Employees will release claims against all Released Parties as follows:

5.1. Plaintiff's Release. Plaintiff releases and discharges Released Parties from all claims, transactions, or occurrences arising out of Plaintiff's employment that occurred during the PAGA Period, including, but not limited to: (a) all individual claims that were, or reasonably could have been, alleged based on the facts contained in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint and Plaintiff's PAGA Notice. These released claims include, but are not limited to, all claims for: (1) Failure to Pay Minimum Wages, including under Labor Code sections 1194, 1194.2, and 1197 and the applicable Industrial Wage Order(s); (2) Failure to Pay Overtime and Double Time, including under Labor Code sections 510, 1194, and 1198 and the applicable Industrial Wage Order(s); (3) Failure to Provide Accurate Itemized Wage Statements, including under Labor Code section 226 and the applicable Industrial Wage Order(s); (4) Failure to Reimburse Business Expenses, including under Labor Code sections 2800 and 2802 and the applicable Industrial Wage Order(s); (5) Violation of Business and Professions Code sections 17200, *et seq.*; (6) Conversion, including under Labor Code sections 221, 225, 225.5, 402-403, 405-406, 408 and the applicable Industrial Wage Order(s); (7) PAGA Penalties, including under Labor Code sections 2699 and 2699.3; and (8) Failure to Pay All Wages Due Upon Separation of Employment, including under Labor Code sections 201, 202, and 203 and the applicable Industrial Wage Order(s). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

5.2. Release by Aggrieved Employees: All Aggrieved Employees are deemed to release the Released Parties from all claims for PAGA penalties alleged or could have been alleged based on the facts alleged in the Operative Complaint and the PAGA Notice, which arose during the PAGA Period. These released claims include all PAGA penalties for: (1) Failure to Pay Minimum Wages, including under Labor Code sections 1194, 1194.2, and 1197 and the applicable Industrial Wage Order(s); (2) Failure to Pay Overtime and Double Time, including under Labor Code sections 510, 1194, and 1198 and the applicable Industrial Wage Order(s); (3) Failure to Provide Accurate Itemized Wage Statements, including under Labor Code section 226 and the applicable Industrial Wage Order(s); (4) Failure to Reimburse Business Expenses, including under Labor Code sections 2800 and 2802 and the applicable Industrial Wage Order(s); (5) Violation of Business and Professions Code sections 17200, *et seq.*; (6) Conversion, including under Labor Code sections 221, 225, 225.5, 402-403, 405-406, 408 and the applicable Industrial Wage Order(s); (7) PAGA Penalties, including under Labor Code sections 2699 and 2699.3; and (8) Failure to Pay All Wages Due Upon Separation of Employment, including under Labor Code sections 201, 202, and 203 and the applicable Industrial Wage Order(s).

Upon approval of the PAGA settlement, the claims released will include claims for PAGA penalties released for California Labor Code Sections 204, 210, 215, 216, 221. 225. 225.5, 226.3, 226.4, 226.6, 246, 402-403, 405-406, 408, 558, 2802, Wage Order 9(8) to the extent it creates PAGA penalties. The aggrieved employees, other than Plaintiff, are only releasing liability for PAGA penalties.

6. **MOTION FOR APPROVAL.** The Parties agree that Plaintiff will prepare and file a motion seeking Court approval of this PAGA Settlement pursuant to Labor Code section 2699, subd. (l).

7. **SETTLEMENT ADMINISTRATION.**

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

experiences administering settlements.

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

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

7.4. Notice to Aggrieved Employees.

7.4.1. No later than three (3) business days after receipt of the Aggrieved Employee Data, the Administrator shall notify Plaintiff's Counsel that the list has been received and state the number of Aggrieved Employees and Pay Periods in the Aggrieved Employee Data.

7.4.2. The Administrator will send to all Aggrieved Employees identified in the Aggrieved Employee Data, via first-class United States Postal Service ("USPS") a copy of Exhibit A, along with the aggrieved employee's check. Before mailing PAGA Notices, the Administrator shall update Aggrieved Employee addresses using the National Change of Address database.

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

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

7.4.5. Weekly Reports. The Administrator must, on a weekly basis provide written reports to Plaintiff's Counsel and Defense Counsel that, among other things, tally the number of: PAGA Notices mailed or re-mailed, PAGA Notices returned undelivered, and checks mailed for Individual PAGA Payments ("Weekly Report").

7.4.6. Administrator's Declaration. The Administrator will provide to Plaintiff's Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including but not limited to, its mailing of the PAGA Notice, the PAGA Notices returned as undelivered, the re-mailing of PAGA Notices, attempts to locate

Aggrieved Employees. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Plaintiff's Counsel is responsible for filing the Administrator's declaration(s) in Court.

8. **AGGRIEVED EMPLOYEE ESTIMATES AND ESCALATOR CLAUSE.** If the number of Aggrieved Employees during the PAGA Period exceeds 58 or the number of Total PAGA Pay Periods during the PAGA Period exceeds 2,313 pay periods by more than 10%, the PAGA Settlement Amount will increase proportionally according to the number of additional Pay Periods worked or Aggrieved Employees above the 10% increase. The settlement administrator shall promptly notify all parties of these escalations.

9. **MOTION FOR APPROVAL.** Not later than 16 court days before the calendared Approval Hearing, Plaintiff will file in Court, a motion for approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699.

9.1. Duty to Cooperate. If the Court does not grant Approval or conditions Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Aggrieved Employees), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Approval. The Court's decision to award less than the amounts requested for the Plaintiff Service Payment, Plaintiff's Counsel Fees Payment, Plaintiff's Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

9.2. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

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

9.4. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of

release to be granted by Aggrieved Employees), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Plaintiff Service Payment or any payments to Plaintiff's Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

10. DISMISSAL. Upon receipt of his individual settlement funds, Plaintiff shall dismiss his individual claims with prejudice. The court will determine when the PAGA action is dismissed. The parties agree it can be dismissed after unclaimed funds are sent to the claims administrator and the court agrees the case can be dismissed. The parties will work together to effectuate dismissal.

11. ADDITIONAL PROVISIONS.

11.1. No Admission of Liability. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. If, for any reason the Court does not grant Preliminary Approval, Approval or enter Judgment, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

11.2. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Aggrieved Employee to object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Plaintiff's Counsel's ability to communicate with Aggrieved Employees in accordance with Plaintiff's Counsel's ethical obligations owed to Aggrieved Employees

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

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

Agreement.

11.5. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

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

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

11.8. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

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

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

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

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

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

11.14. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff: Employment Lawyers Group
Karl Gerber
13418 Ventura Blvd.
Sherman Oaks, CA 91423

To Defendant: **OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.**
Spencer C. Skeen
Eric M. Fox
4660 La Jolla Village Drive, Suite 900
San Diego, CA 92122
spencer.skeen@ogletree.com
eric.fox@ogletree.com

11.15. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically, (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each

of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterparts will be admissible in evidence to prove the existence and contents of this Agreement.

Date: 10/19/2026

PLAINTIFF WILLIAM FUENTES

WF
William Fuentes (Oct 19, 2026 13:08:11 PDT)

Date: _____

DEFENDANT BLUEWAY SERVICES, LLC

Prabhsimran Soor

By: Prabhsimran soor

DEFENDANT CHARGER LOGISTICS, INC.

By: Sameer Pichumani

DEFENDANT CHARGER LOGISTICS USA, INC.

By: Prabhupkar Soor - Director

COURT APPROVED NOTICE OF PAGA SETTLEMENT
William Fuentes v. Blueway Services, LLC, et al.
Case No. BCV-23-102674

The Superior Court for the State of California authorized this Notice. Read it Carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You are receiving the enclosed check as your payment in William Fuentes v. Blueway Services, LLC, et al. ("Action") against Blueway Services, LLC, Charger Logistics, Inc., and Charger Logistics USA, Inc. ("Defendants") for alleged PAGA penalties.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendants. The Action accuses Defendants of violating California labor laws by failing to pay overtime wages, minimum wages, timely wages during employment, wages due upon termination, and reimbursable expenses, failing to provide accurate itemized wage statements, and making unlawful deductions. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by Karl Gerber from Employment Lawyers Group ("Plaintiff's Counsel.") Defendants strongly deny violating any laws or failing to pay any wages and contend they complied with all applicable laws.

2. WHAT IS BEING SETTLED?

A lawsuit was brought for PAGA civil penalties under the California Labor Code. PAGA (California Labor Code Section 2699, et. seq.) allows private employees to bring cases for Labor Code violations that normally only the Department of Labor Standards Enforcement (DLSE) is able to pursue for civil penalties. At the time this case was filed, by law 75% of the penalties had to go to the Labor Workforce Development Agency (LWDA) and 25% of the penalties had to go to the alleged aggrieved employees.

The gross amount of this settlement is $175,000.00. Deducted from this gross amount are court approved attorney fees to Karl Gerber of the Employment Lawyers Group of $58,333.33, and costs reimbursement of $20,000.00 for costs incurred litigating this action. Also deducted from the gross settlement amount are the costs of Settlement Administrator ILYM of $3,250.00, leaving a net settlement amount of $93,416.67 to be distributed according to the law, 75% to the LWDA ($70,062.50) for PAGA penalties, and 25% to the Individual to Aggrieved Employees ($23,354.17).

3. PAGA DOES NOT ALLOW EMPLOYEES TO OPT-OUT

Under California law, employees cannot opt-out of a PAGA settlement. It does not make a difference if you do not negotiate (cash) your check. If you do not cash your check, the funds will go to the California State Controller's Office to be held as "Unclaimed Property" in your name.

4. **FUNDS FROM UNCASHED, NOT DEPOSITED, NON-NEGOTIATED CHECKS 180 DAYS AFTER THE INITIAL MAILING GO TO THE CALIFORNIA STATE CONTROLLER'S OFFICE TO BE HELD AS UNCLAIMED PROPERTY IN THE NAME THE CHECK WAS WRITTEN TO**

It is important that you timely cash, deposit, or otherwise negotiate your settlement check. The check is only good for 180 days from the date of the claim administrator's initial mailing. Under the terms of the settlement, individual Settlement Payments that remain undeliverable or uncashed 180 calendar days after the postmarked date of the initial mailing of the Individual Settlement Payments will be sent to the California State Controller's Office to be held as "Unclaimed Property" in the name of the Aggrieved Employee. There are specific rules about how the beneficiary of that money must make a claim. Obviously, it is much easier to simply cash, deposit, or otherwise negotiate your settlement check before the money goes to the State Controller's Office as unclaimed property.

5. **WHAT IF I LOSE MY SETTLEMENT CHECK?**

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund https://www.sco.ca.gov/Files-UPD/guide_upd_claiming.pdf for instructions on how to retrieve the funds.

6. **WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?**

The Released PAGA Claims do not release any alleged aggrieved employees' individual claims for wages or statutory penalties other than those available through PAGA as PAGA penalties.

The claims released will include claims for PAGA penalties are being released for California Labor Code Sections 204, 210, 215, 216, 221, 225, 225.5, 226.3, 226.4, 226.6, 246, 402-403, 405-406, 408, 558, 2802, Wage Order 9(8) to the extent it creates PAGA penalties. You are prevented from bringing PAGA penalties, during the PAGA period extending to July 3, 2026 for the above California Labor Code Sections due to underlying violations of California Labor Code sections 200, 201, 202, 203, 226, 226.7, 510, 512, 1194, 2802, and in addition claims under Wage Order 5. In general, these underlying statutes relate to: (1) failure to pay minimum wages, (2) failure to pay overtime and double time wages, (3) failure to pay standby or reporting time compensation, (4) failure to provide accurate itemized wage statements, (5) failure to indemnify/reimburse for business expenses, (6) failure to provide meal periods, (7) failure to provide rest breaks; (8) failure to pay all wages due when an employee quits or is fired; and (9) recordkeeping requirements pertaining to wages. The specific PAGA penalties being released due to these alleged underlying violations are California Labor Code sections 204, 208, 210, 215, 216, 226.3, 226.4, 226.6, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1194.2, 1197, 1197.1, 1198, 1198.5, 2800, 2802, and any potential PAGA penalties based on Code of Regulations Title 8 section 11090, and the applicable IWC wage order for the same conduct.

For your portion of the PAGA settlement funds, taxes will not be taken, but you are responsible for the payment of any taxes due on the money received.

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

Plaintiff's Counsel:
Name of Attorney: Karl Gerber
Name of Firm: Employment Lawyers Group
Mailing Address: 13418 Ventura Blvd., Sherman Oaks, CA 91423
Telephone: (818) 783-7300

Defense Counsel:
Name of Attorney: Spencer C. Skeen, Eric M. Fox, Cameron O. Flynn
Email Address: spencer.skeen@ogletree.com; eric.fox@ogletree.com
Name of Firm: Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
Mailing Address: 4660 La Jolla Village Drive, Suite 900, San Diego, CA 92122
Telephone: (858) 652-3100

7. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator, ILYM Class Action Administration at 714-878-8836 if you move or otherwise change your mailing address.