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and aggrieved

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

LUIS ROBERT OLMOS, an individual, and
on behalf of all others similarly situated,

Plaintiff,

v.

DEPENDABLE HIGHWAY EXPRESS,
INC., a California corporation; and DOES 1
through 100, inclusive,

Defendants.

CASE NO.: 23STCV23677

[Assigned for all purposes to the Hon.
David S. Cunningham III in Dept. 11]

**CLASS AND PAGA SETTLEMENT
AGREEMENT**

Action Filed: September 29, 2023

Trial Date: None Set

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Attorneys for Defendant, DEPENDABLE HIGHWAY EXPRESS, INC.

1 This Class and PAGA Settlement Agreement (“Agreement”) is made by and between
2 plaintiff Luis Robert Olmos (“Plaintiff”) and defendant Dependable Highway Express, Inc.
3 (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or
4 individually as “Party.”

5 **1. DEFINITIONS**

6 1.1. “Action” or “Actions” means the Plaintiff’s wage and hour class action, captioned *Luis*
7 *Robert Olmos v. Dependable Highway Express, Inc.*, Case No. 23STCV23677, initiated on
8 September 29, 2023, and pending in the Superior Court of the State of California, County of Los
9 Angeles (“Class Action”); and separate representative action under PAGA captioned *Luis Robert*
10 *Olmos v. Dependable Highway Express, Inc.*, Case No. 23STCV29934, initiated on December
11 7, 2023, and pending in the Superior Court of the State of California, County of Los Angeles
12 (“PAGA Action”), to be consolidated by the filing of an amended complaint in the Class Action.

13 1.2. “Administrator” means ILYM Group, Inc. (“ILYM”), the neutral entity the Parties have
14 agreed to appoint to administer the Settlement.

15 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid
16 from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance
17 with the Administrator’s “not to exceed” bid submitted to the Court in connection with
18 Preliminary Approval of the Settlement.

19 1.4. “Aggrieved Employees” means all non-exempt, hourly-paid employees who worked as
20 warehouse workers and were directly hired by Defendant to work for Defendant in California
21 during the PAGA Period. Aggrieved Employees expressly excludes any and all other non-
22 warehouse workers or employees placed to work for Defendant by a staffing agency or a
23 professional employer organization.

24 1.5. “Class” means all non-exempt, hourly-paid employees who worked as warehouse
25 workers and were directly hired by Defendant to work for Defendant in California during the
26 Class Period. The Class expressly excludes any and all other non-warehouse workers or
27 employees placed to work for Defendant by a staffing agency or a professional employer
28 organization.

- 1.6. “Class Counsel” means David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8. “Class Data” means Class Member identifying information in Defendant’s custody, possession, or control, including the Class Member’s (1) name; (2) last known address(es); (3) last known telephone number(s); (4) last known Social Security Number(s); and (5) the dates of employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)).
- 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AND DATE FOR FINAL APPROVAL HEARING, to be mailed to Class Members in English and Spanish in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Period” means the period from September 29, 2019 through the date of Preliminary Approval.
- 1.13. “Class Representative” means the named plaintiff in the operative complaint in the Action, Luis Robert Olmos, seeking Court approval to serve as Class Representative.
- 1.14. “Class Representative Service Payment” means the payments to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15. “Court” means the Superior Court of California, County of Los Angeles.
- 1.16. “Defendant” means named defendant Dependable Highway Express, Inc.

1.17. “Defense Counsel” means Christopher C. McNatt Jr. of Scopelitis, Garvin, Light, Hanson & Feary, LLP and Angela S. Cash of Scopelitis, Garvin, Light, Hanson & Feary P.C.

1.18. “Effective Date” means the later of the date when: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.

1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.21. “Final Judgment” means the Judgment entered by the Court based upon the Final Approval.

1.22. “Gross Settlement Amount” means \$500,000.00 (Five Hundred Thousand Dollars and Zero Cents) which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8.1 below and any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment.

1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods worked during the PAGA Period.

1.25. “Judgment” means the judgment entered by the Court based upon Final Approval.

1 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency
2 entitled to receive a portion of civil penalties recovered by Aggrieved Employees under Labor
3 Code section 2699, subd. (i).

4 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA
5 under Labor Code section 2699, subd. (i).

6 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following
7 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
8 Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel
9 Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be
10 paid to Participating Class Members as Individual Class Payments.

11 1.29. “Non-Participating Class Member” means any Class Member who opts out of the
12 Settlement by sending the Administrator a valid and timely Request for Exclusion.

13 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked
14 for Defendant for at least one day during the PAGA Period, based on hire dates, re-hire dates (as
15 applicable), and termination dates (as applicable).

16 1.31. “PAGA Period” means the period from September 29, 2022 through the end of the Class
17 Period.

18 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

19 1.33. “PAGA Notice” means plaintiff Luis Robert Olmos’ September 29, 2023 letter to
20 Defendant and the LWDA, providing notice pursuant to Labor Code section 2699.3 subd. (a).

21 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the
22 Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$6,250.00) and the 75%
23 to the LWDA (\$18,750.00) in settlement of PAGA claims.

24 1.35. “Participating Class Member” means a Class Member who does not submit a valid and
25 timely Request for Exclusion from the Settlement.

26 1.36. “Plaintiff” means Luis Robert Olmos, the named plaintiff in the Action.

27 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the
28 Settlement.

1.38. “Preliminary Approval Order” means the proposed Order granting Preliminary Approval and Approval of PAGA Settlement.

1.39. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

1.40. “Released PAGA Claims” means the claims being released as described in Paragraph 5.4 below.

1.41. “Released Parties” means: Defendant and each of its former, present and future owners, parents and subsidiaries, and all of their current, former and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal representatives.

1.42. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

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

1.44. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

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

2. RECITALS

2.1. On September 29, 2023, Plaintiff commenced this Action by filing a complaint against Defendant for alleged: failure to pay overtime wages; failure to pay minimum wages; failure to provide meal periods or compensation in lieu thereof; failure to provide rest periods or compensation in lieu thereof; waiting time penalties; wage statement violations; failure to timely

1 pay wages during employment; failure to indemnify for necessary business expenses; failure to
2 timely remit all vested vacation pay; and unfair competition (“Class Action”).

3 2.2. Also, on September 29, 2023, Plaintiff filed with the LWDA and served on Defendant a
4 notice under Labor Code section 2699, et seq. seeking to represent other non-exempt employees
5 against Defendant for various Labor Code violations. On December 7, 2023, after sixty-five (65)
6 days had passed without any action by the LWDA with respect to the Labor Code violations
7 alleged in the PAGA Notice, Plaintiff filed a separate representative action under PAGA against
8 Defendant in the Superior Court of California, County of Los Angeles, Case No. 23STCV29934,
9 for the Labor Code violations set out in the PAGA Notice (the “PAGA Action”).

10 2.3. Thereafter, the Parties agreed to exchange informal discovery and attend mediation.

11 2.4. Prior to mediation Plaintiff obtained, through informal discovery: (1) time and payroll
12 records for 100% of the estimated 94 Class Members during the Class Period; (2) class data
13 points, including the number of Class Members and Workweeks during the Class Period, the
14 number of Aggrieved Employees and Pay Periods during the PAGA Period; (3) Defendant’s
15 wage and hour policy documents, including personnel manual; (4) all documents pertaining to
16 Plaintiff available to Defendant, including Plaintiff’s personnel and payroll records.

17 2.5. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in
18 *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker*
19 *Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“Dunk/Kullar”).

20 2.6. On August 23, 2024, the Parties participated in an all-day mediation presided over by
21 Tripper Ortman, Esquire. The Action did not settle at the August 23, 2024 mediation, but the
22 Parties continued to negotiate a settlement through Mediator Tripper Ortman and the Parties
23 ultimately agreed to resolve all class and PAGA claims in the Action. As part of this Agreement,
24 the Parties agree to stipulate to Plaintiff’s filing of a First Amended Complaint in the Class
25 Action, adding all allegations brought in the PAGA Action, and request for dismissal without
26 prejudice of the PAGA Action, thereby effectively consolidating the two actions for purposes of
27 Settlement (hereinafter, the “Action”). The First Amended Complaint is the operative complaint
28 in the Action (“Operative Complaint”).

1 2.7. The Court has not granted class certification.

2 2.8. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any
3 other pending matter or action asserting claims that will be extinguished or affected by the
4 Settlement.

5 **3. MONETARY TERMS**

6 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8.1 below,
7 Defendant promises to pay \$500,000.00 as the Gross Settlement Amount, and to separately pay
8 any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments.
9 Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to
10 the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire
11 Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved
12 Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount
13 will revert to Defendant.

14 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct
15 the following payments from the Gross Settlement Amount, in the amounts specified by the Court
16 in the Final Approval:

17 3.2.1. To Plaintiff: Class Representative Service Payment of not more than \$7,500.00 to
18 Plaintiff in addition to any Individual Class Payment and any Individual PAGA Payment
19 Plaintiff is entitled to receive as a Participating Class Member. Defendant will not
20 oppose Plaintiff's request for Class Representative Service Payment that does not
21 exceed this amount. As part of the motion for Class Counsel Fees Payment and Class
22 Litigation Expenses Payment, Plaintiff will seek Court approval for any Class
23 Representative Service Payment prior to the Final Approval Hearing. If the Court
24 approves a Class Representative Service Payment less than the amount requested, the
25 Administrator will retain the remainder in the Net Settlement Amount. The
26 Administrator will pay the Class Representative Service Payment using IRS Form 1099.
27 Plaintiff assumes full responsibility and liability for employee taxes owed on the Class
28 Representative Service Payment.

1 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than thirty-five
2 percent (35%) of the Gross Settlement Amount, which, unless escalated pursuant to
3 Paragraph 8.1 of this Agreement, is currently estimated to be \$175,000.00 and a Class
4 Counsel Litigation Expenses Payment of not more than \$30,000.00. Defendant will not
5 oppose requests for these payments provided that they do not exceed these amounts.
6 Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and
7 Class Litigation Expenses Payment prior to the Final Approval Hearing. If the Court
8 approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses
9 Payment less than the amounts requested, the Administrator will allocate the remainder
10 to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel
11 or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel
12 Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator
13 will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using
14 one or more IRS 1099 Forms. Class Counsel assume full responsibility and liability for
15 taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation
16 Expenses Payment and hold Defendant harmless, and indemnify Defendant, from any
17 dispute or controversy regarding any division or sharing of any of these Payments. There
18 will be no additional charge of any kind to either the Settlement Class Members or
19 request for additional consideration from Defendant for such work unless, Defendant
20 materially breaches this Agreement, including any term regarding funding, and further
21 efforts are necessary from Class Counsel to remedy said breach, including, without
22 limitation, moving the Court to enforce the Agreement. Should the Court approve
23 attorneys' fees and/or litigation costs and expenses in amounts that are less than the
24 amounts provided for herein, then the unapproved portion(s) shall be a part of the Net
25 Settlement Amount.

26 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
27 \$5,000.00 except for a showing of good cause and as approved by the Court. To the
28 extent the Administration Expenses are less or the Court approves payment less than

\$5,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's number of Workweeks.

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

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

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$25,000.00 to be paid from the Gross Settlement Amount, with 75% (\$18,750.00) allocated to the LWDA PAGA Payment and 25% (\$6,250.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$6,250.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by each

1 Aggrieved Employee's PAGA Pay Period. Aggrieved Employees assume full
2 responsibility and liability for any taxes owed on their Individual PAGA
3 Payments.

4 3.2.5.2. If the Court approves PAGA Penalties of less than the
5 amount requested, the Administrator will allocate the remainder to the Net
6 Settlement Amount. The Administrator will report the Individual PAGA
7 Payments on IRS 1099 Forms.

8 **4. SETTLEMENT FUNDING AND PAYMENTS**

9 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records
10 to date, Defendant estimates there are 94 Class Members who collectively worked a total of
11 10,659 Workweeks through August 3, 2024, and 51 Aggrieved Employees who worked a total
12 of 3,579 PAGA Pay Periods through August 3, 2024.

13 4.2. Class Data. Not later than 14 days after execution of this Settlement Agreement,
14 Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a
15 Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must
16 maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement
17 and for no other purpose, and restrict access to the Class Data to Administrator employees who
18 need access to the Class Data to effect and perform under this Agreement. Defendant has a
19 continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted
20 class member identifying information and to provide corrected or updated Class Data as soon as
21 reasonably feasible. Without any extension of the deadline by which Defendant must send the
22 Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts,
23 in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class
24 Data.

25 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement
26 Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by
27 transmitting the funds to the Administrator no later than 14 days after the Effective Date.

28 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the

1 Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments,
2 all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses
3 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and
4 the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment,
5 the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment
6 shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

7 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
8 Individual PAGA Payments and send them to the Class Members via First Class U.S.
9 Mail, postage prepaid. The face of each check shall prominently state the date (not less
10 than 180 days after the date of mailing) when the check will be voided. The
11 Administrator will cancel all checks not cashed by the void date. The Administrator will
12 send checks for Individual Settlement Payments to all Participating Class Members
13 (including those for whom Class Notice was returned undelivered). The Administrator
14 will send checks for Individual PAGA Payments to all Aggrieved Employees including
15 Non-Participating Class Members who qualify as Aggrieved Employees (including
16 those for whom Class Notice was returned undelivered). The Administrator may send
17 Participating Class Members a single check combining the Individual Class Payment
18 and the Individual PAGA Payment. Before mailing any checks, the Settlement
19 Administrator must update the recipients' mailing addresses using the National Change
20 of Address Database.

21 4.4.2. The Administrator must conduct a Class Member Address Search for all other
22 Class Members whose checks are returned undelivered without USPS forwarding
23 address. Within 7 days of receiving a returned check the Administrator must re-mail
24 checks to the USPS forwarding address provided or to an address ascertained through
25 the Class Member Address Search. The Administrator need not take further steps to
26 deliver checks to Class Members whose re-mailed checks are returned as undelivered.
27 The Administrator shall promptly send a replacement check to any Class Member whose
28 original check was lost or misplaced, requested by the Class Member prior to the void

1 date.

2 4.4.3. For any Class Member whose Individual Class Payment check or Individual
3 PAGA Payment check is uncashed and cancelled after the void date, the Administrator
4 shall transmit the funds represented by such checks to the California State Controller's
5 Office, Unclaimed Property Division in the name of the Aggrieved Employee thereby
6 leaving no unpaid residue pursuant to the requirements of Code of Civil Procedure
7 section 384.

8 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall
9 not obligate Defendant to confer any additional benefits or make any additional
10 payments to Class Members (such as 401(k) contributions or bonuses) beyond those
11 specified in this Agreement.

12 **5. RELEASE OF CLAIMS**

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

17 5.1. Plaintiff's Release. Plaintiff and his respective former and present spouses,
18 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally release
19 and discharge Released Parties from all claims, transactions, or occurrences, including, but not
20 limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts
21 contained, in the Operative Complaint, (b) all PAGA claims that were, or reasonably could have
22 been, alleged based on facts contained in the Operative Complaint and PAGA Notice, and (c)
23 any and all other claims, known or unknown, at law or in equity, arising out of all transactions,
24 matters, or occurrences between Plaintiff and Defendant during the Class Period ("Plaintiff's
25 Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement,
26 or to any claims based on occurrences outside the Class Period. Plaintiff acknowledges that
27 Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff
28 now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and

1 remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's
2 discovery of them.

3 5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
4 purposes of Plaintiff's Release only, Plaintiff expressly waives and relinquishes the
5 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code,
6 which reads:

7 A general release does not extend to claims that the creditor or releasing party does not
8 know or suspect to exist in his or her favor at the time of executing the release, and that
9 if known by him or her would have materially affected his or her settlement with the
10 debtor or Released Party.

11 5.2. Release by Participating Class Members: For the duration of the Class Period, all
12 Participating Class Members, on behalf of themselves and their respective former and present
13 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released
14 Parties from all claims that were alleged, or reasonably could have been alleged, based on the
15 facts stated in the Operative Complaint including: (1) all claims for failure to pay overtime
16 wages; (2) all claims for failure to pay minimum wages; (3) all claims for failure to provide
17 meal periods or compensation in lieu thereof; (4) all claims for failure to provide rest periods or
18 compensation in lieu thereof; (5) all claims for failure to pay all wages due upon separation from
19 employment; (6) all claims for failure to provide accurate wage statements; (7) all claims for
20 failure to timely pay wages during employment; (8) all claims for failure to indemnify for
21 business expenses; (9) all claims for failure to timely remit all vested vacation pay; (10) all claims
22 asserted through California Business & Professions Code section 17200, *et seq.*, arising out of the
23 Labor Code violations referenced in the Operative Complaint; and (11) as well as those that that
24 could have been alleged based on the facts in the Operative Complaint, including, but not limited
25 to, the Fair Labor Standards Act, 29 U.S.C. §201, California Code of Regulations, title 8, sections
26 11010 and 11040; and applicable Industrial Welfare Commission Wage Orders;. Participating
27 Class Members' only release these claims for the duration of the Class Period. Except as set forth
28 in Section 5.3 of this Agreement, Participating Class Members do not release any other claims,

1 including claims for vested benefits, wrongful termination, violation of the Fair Employment and
2 Housing Act, unemployment insurance, disability, social security, workers' compensation, or
3 claims based on facts occurring outside the Class Period.

4 5.3. Release by Aggrieved Employees: For the duration of the PAGA Period, all Aggrieved
5 Employees are deemed to release, on behalf of themselves and their respective former and present
6 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released
7 Parties from any and all claims for PAGA civil penalties that were alleged, or reasonably could
8 have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice.

9 **6. MOTION FOR PRELIMINARY APPROVAL**

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

13 6.1. Defendant's Declaration in Support of Preliminary Approval. Within 14 days of full
14 execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed
15 declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or
16 potential conflicts of interest with the Administrator.

17 6.2. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all
18 documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and
19 memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the
20 Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor
21 Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and
22 Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from
23 the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting
24 to its willingness to serve; competency; operative procedures for protecting the security of Class
25 Data; amounts of insurance coverage for any data breach, defalcation of funds or other
26 misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members;
27 and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense
28 Counsel; (v) signed declarations from Plaintiff confirming willingness and competency to serve

1 and disclosing all facts relevant to any actual or potential conflicts of interest with Class
2 Members; (vi) a signed declaration from each Class Counsel firm attesting to its competency to
3 represent the Class Members; its timely transmission to the LWDA of all necessary PAGA
4 documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative
5 Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699,
6 subd. (1)(2)); and (vii) all facts relevant to any actual or potential conflict of interest with Class
7 Members and the Administrator. Plaintiff will provide the documents described in this paragraph
8 no later than 7 days prior to the date the Motion for Preliminary Approval is filed.

9 6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible
10 for expeditiously finalizing and filing the Motion for Preliminary Approval after the full
11 execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary
12 Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary
13 Approval. Class Counsel are responsible for delivering the Court's Preliminary Approval to the
14 Administrator.

15 6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
16 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
17 Defense Counsel will expeditiously work together on behalf of the Parties by meeting and
18 conferring, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary
19 Approval or conditions Preliminary Approval on any material change to this Agreement, Class
20 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by
21 meeting and conferring, and in good faith, to modify the Agreement and otherwise satisfy the
22 Court's concerns.

23 7. SETTLEMENT ADMINISTRATION

24 7.1. Selection of Administrator. The Parties have jointly selected ILYM to serve as the
25 Administrator and verified that, as a condition of appointment, ILYM agrees to be bound by this
26 Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for
27 payment of Administration Expenses. The Parties and their Counsel represent that they have no
28 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 Class Members

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

7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with Spanish translation, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

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

1 7.4.4. The deadlines for Class Members' written objections, Challenges to Workweeks
2 and/or Pay Periods, and Requests for Exclusion will be extended an additional 15 days
3 beyond the 45 days otherwise provided in the Class Notice for all Class Members whose
4 notice is re-mailed. The Administrator will inform the Class Member of the extended
5 deadline with the re-mailed Class Notice.

6 7.4.5. If the Administrator, Defendant or Class Counsel are contacted by or otherwise
7 discover any persons who believe they should have been included in the Class Data and
8 should have received Class Notice, the Parties will expeditiously meet and confer, and
9 in good faith, in an effort to agree on whether to include them as Class Members. If the
10 Parties agree, such persons will be Class Members entitled to the same rights as other
11 Class Members, and the Administrator will send, via email or overnight delivery, a Class
12 Notice requiring them to exercise options under this Agreement not later than 15 days
13 after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are
14 later.

15 7.5. Notice to LWDA and Filing of the First Amended Complaint.

16 7.5.1. On the same date or prior to that Class Counsel files the Motion for Preliminary
17 Approval, Class Counsel shall additionally file a notice with the LWDA providing the
18 LWDA with notice of the Settlement as required by Cal. Lab. Code § 2699(s)(2).

19 7.5.2. Within 5 Court days of the date the Court grants leave for Plaintiff to file a First
20 Amended Complaint, Plaintiff shall file the First Amended Complaint, which adds all
21 allegations brought in the PAGA Action, and file a request for dismissal without
22 prejudice of the PAGA Action, thereby effectively consolidating the two actions for
23 purposes of Settlement.

24 7.6. Requests for Exclusion (Opt-Outs).

25 7.6.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
26 must send the Administrator, by mail, a signed written Request for Exclusion not later
27 than 45 days after the Administrator mails the Class Notice (plus an additional 15 days
28 for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter

1 from a Class Member or his/her representative that reasonably communicates the Class
2 Member's election to be excluded from the Settlement and includes the Class Member's
3 name, address and email address or telephone number. To be valid, a Request for
4 Exclusion must be timely postmarked by the Response Deadline.

5 7.6.2. The Administrator may not reject a Request for Exclusion as invalid because it
6 fails to contain all the information specified in the Class Notice. The Administrator shall
7 accept any Request for Exclusion as valid if the Administrator can reasonably ascertain
8 the identity of the person as a Class Member and the Class Member's desire to be
9 excluded. The Administrator's determination shall be final and not appealable or
10 otherwise susceptible to challenge. If the Administrator has reason to question the
11 authenticity of a Request for Exclusion, the Administrator may demand additional proof
12 of the Class Member's identity. The Administrator's determination of authenticity shall
13 be final and not appealable or otherwise susceptible to challenge.

14 7.6.3. Every Class Member who does not submit a timely and valid Request for
15 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled
16 to all benefits and bound by all terms and conditions of the Settlement, including the
17 Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement,
18 regardless whether the Participating Class Member actually receives the Class Notice
19 or objects to the Settlement.

20 7.6.4. Every Class Member who submits a valid and timely Request for Exclusion is a
21 Non-Participating Class Member and shall not receive an Individual Class Payment or
22 have the right to object to the class action components of the Settlement. Because future
23 PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-
24 Participating Class Members who are Aggrieved Employees are deemed to release the
25 claims identified in Paragraph 5.4 of this Agreement and are eligible for an Individual
26 PAGA Payment.

27 7.7. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after
28 the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose

Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.8. Objections to Settlement

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

7.8.2. Participating Class Members may send written objections to the Administrator by mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 15 days for Class Members whose Class Notice was re-mailed).

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

7.9. 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.

7.9.1. Website, Email Address and Toll-Free Number. The Administrator will maintain and use an internet website to post information of interest to Class Members including

the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls and emails.

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

7.9.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include or provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.9.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The

1 Administrator's decision shall be final and not appealable or otherwise susceptible to
2 challenge.

3 7.9.5. Administrator's Declaration. Not later than 7 days before the date by which
4 Plaintiff is required to file the Motion for Final Approval of the Settlement, the
5 Administrator will provide to Class Counsel and Defense Counsel, a declaration suitable
6 for filing in Court attesting to its due diligence and compliance with all of its obligations
7 under this Agreement, including, but not limited to, its mailing of Class Notice, the
8 Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to
9 locate Class Members, the total number of Requests for Exclusion from Settlement it
10 received (both valid or invalid), the number of written objections and attach the
11 Exclusion List. The Administrator will supplement its declaration as needed or
12 requested by the Parties and/or the Court. Class Counsel is responsible for filing the
13 Administrator's declaration(s) in Court.

14 7.9.6. Final Report by Settlement Administrator. Within 10 days after the Administrator
15 disburses all funds in the Gross Settlement Amount, the Administrator will provide
16 Class Counsel and Defense Counsel with a final report detailing its disbursements by
17 employee identification number only of all payments made under this Agreement. At
18 least 7 days before any deadline set by the Court, the Administrator will prepare, and
19 submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in
20 Court attesting to its disbursement of all payments required under this Agreement. Class
21 Counsel are responsible for filing the Administrator's declaration in Court.

22 **8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE**

23 Based on its records, Defendant estimates that, as of the date of this Settlement
24 Agreement, (1) there are 94 Class Members and 10,659 total Workweeks during the Class Period
25 through August 3, 2024 and (2) there are 51 Aggrieved Employees who worked 3,579 Pay
26 Periods during the PAGA Period through August 3, 2024.

27 8.1. Increase in Workweeks. Defendant represents that there are no more than 10,659
28 Workweeks during the Class Period, as of August 3, 2024. In the event the number of Workweeks

1 during the Class Period increases by more than 10%, or 1,066 Workweeks, then, at Defendant's
2 option, either: (1) the Gross Settlement Amount shall be increased on a pro rata basis per
3 Workweek exceeding the 10% increase (for example, if the number of Workweeks increases by
4 11%, the Gross Settlement Amount shall increase by 1%), or (2) the end date of the Class Period
5 will be set at the date at which the 10% threshold was reached. Thus, for example, should the
6 number of Workweeks during the Class Period increase by 11%, and Defendant chooses option
7 (1) above, then the Gross Settlement Amount shall be increased by 1% or (\$5,000.00) to an
8 increased amount of \$505,000.00. Defendant shall provide the Class Data to the Settlement
9 Administrator no later than 2 weeks following execution of this Agreement to determine the total
10 number of Workweeks during the Class Period. If Defendant does not make its decision choosing
11 either option (1) or (2) above within 2 weeks of providing the Class Data to the Settlement
12 Administrator, then option (1) will be presumed chosen.

13 **9. DEFENDANT'S RIGHT TO WITHDRAW**

14 If the number of valid Requests for Exclusion identified in the Exclusion List exceeds
15 10% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw
16 from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void
17 ab initio, have no force or effect whatsoever, and that neither Party will have any further
18 obligation to perform under the Agreement; provide, however, Defendant will remain responsible
19 for paying all Settlement Administration Expenses incurred to that point. Defendant must notify
20 Class Counsel and the Court of its election to withdraw not later than 7 days after the
21 Administrator send the final Exclusion List to Defense Counsel. Late elections will have no
22 effect.

23 **10. MOTION FOR FINAL APPROVAL**

24 Prior to the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for
25 final approval of the Settlement that includes a request for approval of the PAGA settlement
26 under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed
27 Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these
28 documents to Defense Counsel no later than 7 days prior to filing the Motion for Final Approval.

1 Class Counsel and Defense Counsel will expeditiously meet and confer in good faith to resolve
2 any disagreements concerning the Motion for Final Approval.

3 10.1. Response to Objections. Each Party retains the right to respond to any objection raised by
4 a Participating Class Member, including the right to file responsive documents in Court no later
5 than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the
6 Court.

7 10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
8 Approval on any material change to the Settlement (including, but not limited to, the scope of
9 release to be granted by Class Members), the Parties will expeditiously work together in good
10 faith to address the Court's concerns by revising the Agreement as necessary to obtain Final
11 Approval. The Court's decision to award less than the amounts requested for the Class
12 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
13 Expenses Payment, and Administrator Expenses Payment shall not constitute a material
14 modification to the Agreement within the meaning of this paragraph.

15 10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
16 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of
17 (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters,
18 and (iii) addressing such post-Judgment matters as are permitted by law.

19 10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
20 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
21 Counsel Litigation Expenses Payment reflected as set forth in this Settlement, the Parties, their
22 respective counsel, and all Participating Class Members who did not object to the Settlement as
23 provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to
24 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions
25 for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver
26 of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the
27 Parties' obligations to perform under this Agreement will be suspended until such time as the
28 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect

the amount of the Net Settlement Amount.

10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, 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 Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. AMENDED JUDGMENT

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

12. ADDITIONAL PROVISIONS

12.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement

1 and this Agreement).

2 12.2. Confidentiality of the Settlement. Neither Plaintiff, Class Counsel, Defendant, nor
3 Defense Counsel shall issue any press release related to the Settlement. Plaintiff, Class Counsel,
4 Defendant, and Defense Counsel separately agree that, they and each of them will not disclose,
5 disseminate and/or publicize, or cause or permit another person to disclose, disseminate or
6 publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to
7 any person, corporation, association, government agency, or other entity except: (1) to the
8 Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement
9 confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to
10 appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to
11 an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to
12 immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking
13 such information. In all other cases, Plaintiff, Class Counsel, Defendant and Defense Counsel
14 separately agree to limit their statements regarding the terms of the Settlement whether oral,
15 written or electronic (including the world wide web), to say "the matter was resolved," or words
16 to that effect. This paragraph does not restrict Class Counsel's communications with Class
17 Members in accordance with Class Counsel's ethical obligations owed to Class Members.

18 12.3. No Solicitation. The Parties separately agree that they and their respective counsel and
19 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
20 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's
21 ability to communicate with Class Members in accordance with Class Counsel's ethical
22 obligations owed to Class Members.

23 12.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
24 together with its attached exhibits shall constitute the entire agreement between the Parties
25 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
26 inducements made to or by any Party.

27 12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
28 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate

1 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
2 its terms, and to execute any other documents reasonably required to effectuate the terms of this
3 Agreement including any amendments to this Agreement.

4 12.6. Cooperation. The Parties and their counsel will cooperate with each other and use their
5 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
6 Settlement Agreement, submitting supplemental evidence and supplementing points and
7 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
8 or content of any document necessary to implement the Settlement, or on any modification of the
9 Agreement that may become necessary to implement the Settlement, the Parties will seek the
10 assistance of Mediator Tripper Ortman and/or the Court for resolution.

11 12.7. No Prior Assignments. The Parties separately represent and warrant that they have not
12 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
13 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
14 action, or right released and discharged by the Party in this Settlement.

15 12.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are
16 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
17 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
18 Part 10, as amended) or otherwise.

19 12.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
20 modified, changed, or waived only by an express written instrument signed by all Parties or their
21 representatives, and approved by the Court.

22 12.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
23 the benefit of, the successors of each of the Parties.

24 12.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
25 governed by and interpreted according to the internal laws of the state of California, without
26 regard to conflict of law principles.

27 12.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
28 this Agreement. This Agreement will not be construed against any Party on the basis that the

1 Party was the drafter or participated in the drafting

2 12.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
3 during Action and in this Agreement relating to the confidentiality of information shall survive
4 the execution of this Agreement

5 12.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal.
6 Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by
7 Defendant in connection with the mediation, other settlement negotiations, or in connection with
8 the Settlement, may be used only with respect to this Settlement, and no other purposes, and may
9 not be used in any way that violates any existing contractual agreement, statute, or rule of court.
10 Not later than 90 days after the date when the Court discharges the Administrator's obligation to
11 provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff or Class
12 Counsel shall destroy all paper and electronic versions of Class Data received from Defendant.

13 12.15. Headings. The descriptive heading of any section or paragraph of this Agreement is
14 inserted for convenience of reference only and does not constitute a part of this Agreement.

15 12.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall
16 be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
17 weekend or federal legal holiday, such date or deadline shall be on the first business day
18 thereafter.

19 12.17. Execution in Counterparts. This Agreement may be executed in one or more counterparts
20 by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall
21 be accepted as an original. All executed counterparts and each of them will be deemed to be one
22 and the same instrument if counsel for the Parties will exchange between themselves signed
23 counterparts. Any executed counterpart will be admissible in evidence to prove the existence and
24 contents of this Agreement.

25 12.18. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
26 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
27 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend
28 the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement

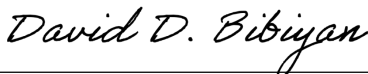
process.

12.19. Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defense Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED:

 Luis R Olmos (Apr 29, 2025 16:10 PDT)	
Plaintiff, Luis Robert Olmos	For Defendant, Dependable Highway Express, Inc.

AGREED AS TO FORM ONLY:

 	
David D. Bibiyan Vedang J. Patel Counsel for Plaintiff, Luis Robert Olmos	Christopher C. McNatt Jr Angela S. Cash Counsel for Defendant, Dependable Highway Express, Inc.

1 process.

2 12.19. Severability. In the event that one or more of the provisions contained in this Agreement
3 shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity,
4 illegality, or unenforceability shall in no way effect any other provision if Defense Counsel and
5 Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to
6 proceed as if such invalid, illegal, or unenforceable provision had never been included in this
7 Agreement.

8 **IT IS SO AGREED:**

9
10 _____
11 _____
12 Plaintiff, Luis Robert Olmos



Michael Dowd - CFO
For Defendant, Dependable Highway Express,
Inc.

13
14 **AGREED AS TO FORM ONLY:**

15
16 _____
17 David D. Bibiyan
Vedang J. Patel
Counsel for Plaintiff, Luis Robert Olmos



Christopher C. McNatt Jr
Angela S. Cash
Counsel for Defendant, Dependable Highway
Express, Inc.