

It is stipulated and agreed by and between Plaintiff Stephen Prince (“Plaintiff”) and Defendant Cheema Freightlines LLC (“Defendant”) (collectively, Plaintiff and Defendant are referred to as the “Parties”), subject to the approval of the Court pursuant to the California Rules of Court, that the Settlement of this Action shall be effectuated upon and subject to the following terms and conditions. Capitalized terms used herein shall have the meanings set forth in Article I or as defined elsewhere in this Stipulation of Class Action and PAGA Settlement (“Settlement”).

The Parties agree that the Action shall be, and is, ended, settled, resolved, and concluded by agreement of Defendant to pay the settlement amount of Four Hundred and Five Thousand Dollars and Zero Cents (\$405,000), as provided in Section III(D)(7)(a) below (“Gross Settlement Amount”) pursuant to the terms and conditions of this Settlement and for the consideration set forth herein, including but not limited to, a release of claims by the Class Members as set forth herein.

Unless otherwise defined herein, the following terms used in this Settlement shall have the meanings ascribed to them as set forth below:

B. “Aggrieved Employees” means all persons currently or formerly employed as non-exempt employees in California by Defendant at any time during the PAGA Period (defined below).

C. “Class” means all persons currently or formerly employed as non-exempt employees in California by Defendant at any time during the Class Period (defined below).

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1 D. “Class Counsel” means the attorneys for the Class and the Class Members, as follows:

2 Anthony J. Orshansky
3 anthony@counselonegroup.com
4 P. Bartholomew Quintans
5 bart@counselonegroup.com
6 **COUNSELONE, PC**
7 9465 Wilshire Blvd., Suite 300
8 Beverly Hills, CA 90212
9 Telephone: (310) 277-9945
10 Facsimile: (424) 277-3727

11 Daniel F. Gaines
12 daniel@gaineslawfirm.com
13 **GAINES & GAINES, APLC**
14 4550 East Thousand Oaks Boulevard, Suite 100
15 Westlake Village, CA 91362
16 Telephone: (818) 703-8985
17 Facsimile: (818) 703-8984

18 E. “Class Member(s)” means all members of the Class.

19 F. “Class Notice” means the Notice of Proposed Class and Representative Action
20 Settlement in a form substantially similar to the notice attached hereto as **Exhibit A**, subject to Court
21 approval.

22 G. “Class Period” means September 26, 2018 through the Preliminary Approval Date of
23 the Settlement or an earlier date at Defendant’s discretion per Section III(D)(5).

24 H. “Court” means the Superior Court of California, County of San Joaquin.

25 I. “Effective Date” means the later of the following: (1) if no objections are filed to the
26 Settlement, then the sixtieth (60th) day after the date the Final Approval Order is signed as long as this
27 date is on or after September 12, 2025 which, if it is not, then the Effective Date shall be September
28 12, 2025 after the Final Order is signed; (2) if objections are filed and overruled, and no appeal is
taken of the Final Approval Order, then the sixtieth (60th) day after the date the Final Approval Order
is signed as long as this date is on or after September 12, 2025 which, if it is not, then the Effective
Date shall be September 12, 2025 after the Final Order is signed; or (3) if an appeal is taken from the
Court’s overruling of objections to the Settlement, ten (10) business days after the appeal is withdrawn
or after an appellate decision affirming the final approval decision becomes final as long as that date
is on or after September 12, 2025, which if it is not, then the Effective Date shall be September 12,

2025 after an appeal is withdrawn or after an appellate decision affirming the final approval decision becomes final.

J. “Defendant” means Cheema Freightlines LLC.

K. “Defense Counsel” means counsel for Defendant:

HBG LAW, P.C.

Harry B. Gill, Esq.

harry.gill@hbglaw.com

65 Enterprise, 4th Floor

Aliso Viejo, CA 92656

Telephone: (949) 867-2100

Facsimile: (949) 867-2114

L. “Disposition” means the method by which the Court approves the terms of the Settlement and retains jurisdiction over its enforcement, implementation, construction, administration, and interpretation.

M. “Enhancement Award” means an amount of up to Five Thousand Dollars and Zero Cents (\$5,000) for Plaintiff Stephen Prince, subject to Court approval.

N. “Final Approval Order” means the final formal court order signed by the Court and entering a judgment approving this Settlement on substantially the terms provided herein or as the same may be modified by subsequent written agreement of the Parties as approved by the Court following the Final Approval Hearing in accordance with the terms herein.

O. “Gross Settlement Amount” means Four Hundred and Five Thousand Dollars and Zero Cents (\$405,000), unless increased on a pro rata basis pursuant to Section III(D)(5) to be paid by Defendant, at its discretion based on the pro rata factors, and pursuant to the terms of this Settlement to settle the Action. All claims of the Settlement Class, including all wages, damages, interest, penalties, and all administration costs, attorney’s fees and costs, Enhancement Award, and LWDA Payment (defined below) pursuant to Section III(D)(7) below, shall be paid out of the Gross Settlement Amount. The employer’s share of payroll taxes arising from the payments made under this settlement shall be paid by Defendant separate from and in addition to the Gross Settlement Amount. No part of the Gross Settlement amount shall revert to Defendant.

P. “Individual Settlement Payment” means the amount of money from the Net Settlement Amount that shall be paid to each Participating Class Member, less the employee’s portion of required

1 federal and state taxes, contributions and withholdings with respect to the wage portion of the
2 Individual Settlement Payment. Individual Settlement Payments will be each Participating Class
3 Member's proportional share of the Net Settlement Amount (which shall be determined by the
4 calculations provided in this Settlement).

5 Q. "Judgment" refers to the judgment entered by the Court in conjunction with the Final
6 Approval Order.

7 R. "PAGA Payment" means \$40,000 of the GSA which is dedicated to settlement of the
8 PAGA claims; \$30,000 of which shall be paid to the Labor and Workforce Development Agency
9 ("LWDA Payment") pursuant to Section III(D)(7)(e) of this Settlement, subject to Court approval,
10 and \$10,000 of which shall be part of the Net Settlement Amount to be distributed to Aggrieved
11 Employees.

12 S. "Net Settlement Amount" means the Gross Settlement Amount less the Court-
13 approved settlement administration costs, attorney's fees and costs, Enhancement Award, and LWDA
14 Payment, pursuant to Section III(D)(7) below.

15 T. "Non-Participating Class Member(s)" means those Class Members who submit to the
16 Settlement Administrator a valid and timely request to be excluded from the Class pursuant to Section
17 III(D)(2) below.

18 U. "Objection" means a signed written objection to the Settlement by a Class Member,
19 timely mailed to the Settlement Administrator, setting forth the grounds for the objection, along with
20 any supporting documents, the Class Member's address, telephone number, reference to the Action,
21 and whether they intend to appear at the Final Approval Hearing.

22 V. "PAGA Period" means September 21, 2022 through the Preliminary Approval Date of
23 the Settlement or an earlier date at Defendant's discretion per Section III(D)(5).

24 W. "Participating Class Member(s)" is defined as a Class Member who does not timely
25 exclude himself/herself/themselves from the Settlement and will therefore receive his/her/their share of
26 the Settlement proceeds automatically without the need to return a claim form. Each Participating
27 Class Member will be paid his/her/their Individual Settlement Payment.

28 X. "Plaintiff" means Stephen Prince.

1 Y. "Preliminary Approval Date" means the date the Court preliminarily approves the
2 Settlement.

3 Z. "Qualifying Pay Periods" means any pay period during which an Aggrieved Employee
4 performed work for Defendant during the PAGA Period.

5 AA. "Qualifying Workweeks" means any week during which a Class Member performed
6 work for Defendant during the Class Period.

7 BB. "Settlement" means this Stipulation of Class Action Settlement, including the attached
8 Exhibit.

9 CC. "Settlement Administration Costs" means an amount of up to Seven Thousand Five
10 Hundred Five Dollars and Zero Cents (\$7,500), subject to Court approval, for all costs incurred by the
11 Settlement Administrator in administration of the Settlement, including, but not limited to, mailing of
12 notice to the class, calculation of Individual Settlement Payments, generation of Individual Settlement
13 Payment checks and related tax reporting forms, administration of unclaimed and/or uncashed checks
14 to the California State Controller's Office's Unclaimed Property Division, and distribution of checks
15 to Class Counsel for attorneys' fees and costs, to Plaintiff for his Enhancement Award, and to the
16 LWDA. The Settlement Administration Costs shall be paid from the Gross Settlement Amount.

17 DD. "Settlement Administrator" means CPT Group, Inc., which the Parties have agreed will
18 be responsible for the administration of the Individual Settlement Payments to be made by Defendant
19 from the Gross Settlement Amount and related matters under this Settlement.

20 **II. CONTINGENT NATURE OF THE AGREEMENT**

21 Because the Parties have stipulated to the certification of the Class with respect to all causes
22 of action alleged in the Action for settlement purposes only, this Settlement requires preliminary and
23 final approval by the Court. Accordingly, the Parties enter into this Settlement on a conditional basis.
24 This Settlement is contingent upon the entry of the Final Approval Order. Should the Court decline
25 to approve all material aspects of the Settlement or make rulings substantially altering the Settlement's
26 material terms, except for the awards of the Class Counsel attorney's fees payment and Class Counsel
27 litigation expenses payment or the Enhancement Award, Defendant will have no obligation to make
28 any payment, including any portion of the Gross Settlement Amount. If the Effective Date does not

1 occur, the fact that the Parties were willing to stipulate for the purposes of this Settlement shall have
2 no bearing on, nor be admissible in connection with, the issue of certification of the Class with respect
3 to all causes of action alleged in the Action, and this Settlement shall not be referred to or used for any
4 purpose whatsoever. Defendant does not consent to certification of the Class for any purpose other
5 than to effectuate settlement of the Action. If the Effective Date does not occur, or if disposition of
6 this Action is not effectuated, any certification of the Class as to Defendant will be vacated and
7 Plaintiff, Defendant, and the Class will be returned to their respective positions in the Action as if the
8 Settlement had not been executed. In the event that the Effective Date does not occur: (a) any Court
9 orders preliminarily or finally approving certification of any class contemplated by this Settlement
10 shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity; and
11 (b) the fact of the settlement reflected in this Settlement, the fact that Defendant did not oppose the
12 certification of a Class under this Settlement, or that the Court preliminarily approved the certification
13 of the Class, shall not be used or cited thereafter by any person or entity, including in any manner
14 whatsoever, including without limitation any contested proceeding relating to the certification of any
15 class. If the Effective Date does not occur, this Settlement shall be deemed null and void *ab initio*,
16 shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose
17 whatsoever. Defendant expressly reserves the right to challenge the propriety of class certification in
18 the Action for any purpose if the Effective Date does not occur. Further, Defendant denies all of
19 Plaintiff's claims as to liability and damages as well as Plaintiff's class and PAGA allegations.
20 Defendant expressly reserves all rights to challenge any and all such claims and allegations upon all
21 procedural and factual grounds, including the assertion of all defenses, if the Effective Date does not
22 occur.

23 The Parties and their respective counsel shall take all steps that may be requested by the Court
24 relating to the approval and implementation of this Settlement and shall otherwise use their respective
25 best efforts to obtain Court approval and implement this Settlement. If the Court does not grant the
26 Motion for Preliminary Approval and/or the Motion for Final Approval, the Parties agree to meet and
27 confer in good faith to address the Court's concerns. If the Parties are unable to agree upon a
28 resolution, the Parties agree to seek guidance from the Court to resolve the dispute.

1 **III. PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF SETTLEMENT**

2 The procedure for obtaining Court approval of and implementing this Settlement shall be as
3 follows:

4 **A. Stipulation to Remand to State Court**

5 The Parties will stipulate and request remand of the Action back to San Joaquin County
6 Superior Court prior to seeking settlement approval.

7 **B. Motion for Conditional Class Certification and Preliminary Approval**

8 Plaintiff will bring a motion before the Court for an order conditionally certifying the Class to
9 include all claims pled in the Action based on the preliminary approval of this Settlement. The date
10 that the Court grants preliminary approval of this Agreement will be the "Preliminary Approval Date."
11 Pursuant to California Labor Code § 2699(l)(1), Plaintiff shall submit to the LWDA a copy of this
12 Agreement and all supporting approval documents required by the LWDA at the same time that
13 Plaintiff submits them to the Court for approval.

14 **C. The Settlement Administrator**

15 The Parties have chosen CPT Group, Inc. to administer this Settlement and to act as the
16 Settlement Administrator, including but not limited to distributing and responding to inquiries about
17 the Class Notice, determining the validity of exclusions/opt-outs, calculating the Net Settlement
18 Amount and the Individual Settlement Payments, issuing the Individual Settlement Payment checks
19 and distributing them to Participating Class Members, administering and making payment of
20 unclaimed and/or uncashed checks to the California State Controller's Office's Unclaimed Property
21 Division, issuing the payment to Class Counsel for attorneys' fees and costs, the Enhancement Award
22 check to Plaintiff, the LWDA Payment, and calculating and issuing the employer payroll taxes to the
23 appropriate taxing authorities. The Settlement Administrator shall expressly agree to all of the terms
24 and conditions of this Settlement.

25 All costs of administering the Settlement, including but not limited to all costs and fees
26 associated with preparing, issuing and mailing any and all notices to Class Members and/or
27 Participating Class Members, all costs and fees associated with computing, processing, reviewing, and
28 mailing the Individual Settlement Payments, all costs and fees administering and making payment of

1 unclaimed and/or uncashed checks to the California State Controller's Office's Unclaimed Property
2 Division, all costs and fees associated with preparing any tax returns and any other filings required by
3 any governmental taxing authority or agency, all costs and fees associated with preparing any other
4 checks, notices, reports, or filings to be prepared in the course of administering disbursements from
5 the Net Settlement Amount, and any other costs and fees incurred and/or charged by the Settlement
6 Administrator in connection with the execution of its duties under this Settlement ("Settlement
7 Administration Costs"), shall be paid to the Settlement Administrator from the Gross Settlement
8 Amount.

9 **D. Notice to Class Members**

10 No later than ten (10) business days after the Preliminary Approval Date, Defendant will
11 provide the Settlement Administrator with a "Class List" based on its business records, identifying the
12 names of the Class Members, their last known home addresses, Social Security numbers or, as
13 applicable, other taxpayer identification number, their dates of employment during the Class Period,
14 and any dates where the Class Member was on a leave of absence, on inactive status, or otherwise no
15 work was performed. This information shall be treated as confidential and shall not be disclosed to
16 Plaintiff, Class Counsel or any other person without prior approval from Defendant's Counsel.

17 Within ten (10) business days of receiving the Class List from Defendant, the Settlement
18 Administrator will send Class Members, by first-class mail, at their last known address, the Court
19 approved Class Notice, including notice of this settlement and of the opportunity to opt out of the
20 Class or object to the Settlement. Class Members will have forty-five (45) calendar days from the date
21 of mailing in which to postmark Requests for Exclusion (defined below) or Objections. Prior to the
22 initial mailing, the Settlement Administrator will check all Class Member addresses against the
23 National Change of Address database and shall update any addresses before mailing. The Settlement
24 Administrator will skip trace and re-mail all returned, undelivered mail within five (5) business days
25 of receiving notice that a notice was undeliverable. If a Class Member's notice is re-mailed, the Class
26 Member shall have fifteen (15) calendar days from the re-mailing, or forty-five (45) calendar days
27 from the date of the initial mailing, whichever is later, in which to postmark a Request for Exclusion
28

1 or Objection. Class Members shall not be required to submit claim forms in order to receive their
2 Individual Settlement Payments.

3 If the Class Notice is returned with a forwarding address, the Settlement Administrator shall
4 re-mail the Class Notice to the forwarding address. With respect to those Class Members whose Class
5 Notice is returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall
6 promptly attempt to obtain a valid mailing address by performing a skip trace based on set criteria and,
7 if another address is identified, shall mail the Class Notice to the newly identified address. It is the
8 intent of the parties that reasonable means be used to locate Class Members and that the Settlement
9 Administrator be given discretion to take steps in order to facilitate notice of this Settlement and
10 delivery of the Individual Settlement Payments to the Participating Class Members. If no address can
11 be determined by the Settlement Administrator after these efforts, no further efforts to determine an
12 address shall be required.

13 If the Class Notice is re-mailed, the Settlement Administrator will note for its own records and
14 notify Class Counsel and Defense Counsel of the date of each such re-mailing as part of a weekly
15 status report provided to the Parties.

16 In the event a Class Member's Class Notice remains undeliverable sixty (60) calendar days
17 after the Class Notice was initially mailed, the Settlement Administrator will not mail the Class
18 Member's Individual Settlement Payment. The Settlement Administrator will hold the Class
19 Member's Individual Settlement Payment during the check cashing period on behalf of the Class
20 Member. If at the conclusion of the check cashing period the Class Member's Class Notice and
21 Individual Settlement Payment remain undeliverable and/or unclaimed and uncashed, the Settlement
22 Administrator will distribute the funds from unclaimed/uncashed checks in accordance with the
23 procedures set forth in Section III(D)(7)(f) below.

24 No later than twenty (20) business days prior to the Final Approval Hearing, the Settlement
25 Administrator shall provide Defense Counsel and Class Counsel with a declaration attesting to
26 completion of the notice process, including any attempts to obtain valid mailing addresses for and re-
27 sending of any returned Class Notices, as well as the number of valid Requests for Exclusion and
28 Objections that the Settlement Administrator received.

1 Compliance with the procedures described in this section shall constitute due and sufficient
2 notice to Class Members of this proposed Settlement and the Final Approval Hearing and shall satisfy
3 the requirements of due process. Nothing else shall be required of the Parties, Class Counsel, Defense
4 Counsel, or the Settlement Administrator to provide notice of the proposed Settlement and the Final
5 Approval Hearing. However, if any Class Member objects to the Settlement and the Final Approval
6 Hearing is continued as a result, the Settlement Administrator shall provide notice to the objecting
7 party of the continuance.

8 **D. Responses to Notice**

9 **1. Class Member Disputes**

10 If any Class Member disagrees with Defendant's records as to his, her, or their Qualifying
11 Workweeks during the Class Period as reflected in the Class Notice, the Class Member shall set forth
12 the Qualifying Workweeks he or she claims to have worked during the Class Period and submit to the
13 Settlement Administrator along with any supporting documentation. The Notice will also provide a
14 method for the Class Member to challenge the employment data on which his or her Individual
15 Settlement Payment is based. The Settlement Administrator shall contact Class Counsel and Defense
16 Counsel regarding the dispute, who shall work cooperatively in good faith to resolve the dispute. If
17 the Parties are unable to resolve the dispute, the Settlement Administrator will be the final arbiter of
18 the Qualifying Workweeks based on the information provided to it. Any dispute not otherwise resolved
19 by the Administrator and the Parties shall be resolved by the Court.

20 **2. Requests for Exclusion from the Class**

21 The Plaintiff agrees not to request exclusion from the Class. In order for any Class Member
22 to validly exclude himself/herself/themselves from the Class and this Settlement (*i.e.*, to validly opt out),
23 the Class Member or his/her/their authorized representative must notify the Settlement Administrator
24 via mail, postmarked by no later than forty-five (45) calendar days after the date the Settlement
25 Administrator initially mails the Class Notice to the Class Members (or fifteen (15) calendar days after
26 the Settlement Administrator re-mails the Class Notice to the Class Member, whichever is later). A
27 Request for Exclusion shall: (1) be signed by the Class Member; (2) contain the case name and case
28 number of the Action; (3) contain the Class Member's full name, telephone number, and mailing

1 address; and (4) clearly state that the Class Member wants to opt out of the settlement. No specific
2 language is required in the Request for Exclusion provided it is sufficiently clear that the Class
3 Member desires to be excluded from the class settlement. The Class Notice shall contain instructions
4 that the Request for Exclusion must be mailed, the date by which it must be mailed, and state the name
5 and address of the Settlement Administrator. The date of the initial mailing of the Class Notice, and
6 the date the signed Request for Exclusion was postmarked, shall be conclusively determined according
7 to the records of the Settlement Administrator. Any Class Member who timely and validly requests
8 exclusion from the Class and this Settlement will not be entitled to any Individual Settlement Payment
9 arising from the Class claims, will not be bound by the terms and conditions of this Settlement as to
10 the Class claims, and will not have any right to object, appeal, or comment thereon. However, the
11 proposed settlement includes the settlement of claims for civil penalties under PAGA. An employee
12 may not request exclusion from the settlement of the PAGA claim alleged in the Action. Thus, if the
13 Court approves the Settlement, then even if a Class Member requests exclusion from the Settlement,
14 the Class Member will still receive an individual settlement share for the PAGA claims pursuant to
15 the terms in Section III(D)(7)(e) below, and will be deemed to have released the PAGA claims. A
16 Request for Exclusion will preserve the Class Member's right to individually pursue only the
17 remaining Class claims.

18 Any Class Member who fails to timely submit a valid Request for Exclusion shall
19 automatically be deemed a Participating Class Member whose rights and claims with respect to the
20 issues raised in the Action are determined by the Court's Final Approval Order, and by the other
21 rulings in the Action.

22 3. Objections to Settlement

23 The Plaintiff agrees not to object to the Settlement. For any Class Member to object to this
24 Settlement, or any term of it, the person making the objection must not submit a Request for Exclusion
25 (i.e., must not opt out), and must prepare, sign and send the Objection using the instructions provided
26 in the Class Notice to the Settlement Administrator, postmarked no later than forty-five (45) calendar
27 days after the Class Notice was initially mailed to the Class Members (or fifteen (15) calendar days
28 after the Settlement Administrator re-mails the Notice to the Class Member, whichever is later), along

1 with all supporting papers. The date of the initial mailing of the Class Notice, and the date the signed
2 Objection was postmarked, shall be conclusively determined according to the records of the Settlement
3 Administrator. The Settlement Administrator shall send any Objections it receives to Defense Counsel
4 and Class Counsel within three (3) business days of receipt. The Court retains final authority with
5 respect to the consideration and admissibility of any Class Member objections.

6 **4. Communication with Class Members**

7 The Parties to this Settlement and Class Counsel and Defense Counsel shall not, directly or
8 indirectly, through any means, encourage or solicit any Class Member to exclude himself or herself
9 from this Settlement (opt out), or to object to it. However, Class Counsel may respond to inquiries
10 from Class Members.

11 **5. Defendant's Right to Adjust Gross Settlement Amount**

12 When the Parties agreed to settle this matter, Defendant estimated the number of workweeks
13 worked by putative Class Members in the Class Period as 5,228. If the number of workweeks worked
14 by putative Class Members in the Class Period increases by more than 10% as of the Court's
15 preliminary approval of this Settlement Agreement, Defendant will have the option to either (a) cut
16 off the Class Period and the PAGA Period at the 5,228 workweek mark or (b) increase the Gross
17 Settlement Amount by a pro rata percentage for each additional workweek. Defendant shall have the
18 option to exercise this choice in its sole and absolute discretion.

19 **6. Final Approval Hearing**

20 On the date set forth in the Order for Preliminary Approval and Class Notice, a Final Approval
21 Hearing shall be held before the Court in order to (1) review this Settlement and determine whether
22 the Court should give it final approval, and (2) consider any objections made and all responses by the
23 Parties to such objections. At the Final Approval Hearing, the Parties shall ask the Court to give final
24 approval to this Settlement and shall submit to the Court a Proposed Final Approval Order.

25 **a. Waiver of Right to Appeal**

26 Provided that the Final Approval Order is consistent with the terms and conditions of this
27 Settlement, all Class Members who do not submit timely written objections to the Settlement or orally
28 object at the Final Approval Hearing hereby waive any and all rights to appeal from the Final Approval

1 Order and Judgment, including all rights to any post-Final Approval Order proceeding and appellate
2 proceeding, such as a motion to vacate or set-aside the Final Approval Order and Judgment, a motion
3 for new trial, and any extraordinary writ, and the Final Approval Order and Judgment therefore shall
4 become final and non-appealable at the time it is entered. This waiver does not include any waiver of
5 the right to oppose any appeal, appellate proceedings, or post-Final Order proceedings. A modification
6 by the Court of the requested amount of the Enhancement or Class Counsel's fees or costs shall not
7 constitute a basis for appeal of the Final Approval Order within the meaning of this paragraph.

8 b. Vacatur, Reversal, or Material Modification of Final Order and
9 Judgment on Appeal or Review

10 If, after a notice of appeal or a petition for a writ of *certiorari* or any other motion, petition, or
11 application, the reviewing court vacates, reverses, or modifies the Final Approval Order such that there
12 is a material modification to the Settlement (other than a modification by the Court of the requested
13 amount of the Enhancement or Class Counsel's fees or costs) and that court's decision is not
14 completely reversed, and the Final Approval Order is not fully affirmed on review by a higher court,
15 then Plaintiff and Defendant shall each have the right, but not the obligation, to void the Settlement,
16 which the Party must do by giving written notice to the other Party, the final reviewing court, and the
17 Court no later than thirty (30) calendar days after the final reviewing court's decision vacating,
18 reversing, or materially modifying the Final Order becomes final and non-appealable. A vacatur,
19 reversal, or modification of the Court's award of the Enhancement or Class Counsel's attorneys' fees
20 or costs shall not constitute a vacatur, reversal, or material modification of the Final Order and
21 Judgment within the meaning of this paragraph.

22 **7. Settlement Payment Procedures**

23 a. Gross Settlement Amount

24 In exchange for the releases set forth in this Agreement, Defendant agrees to pay the Gross
25 Settlement Amount in the amount of Four Hundred and Five Thousand Dollars and Zero Cents
26 (\$405,000), subject to a pro rata increase under the condition set forth in Section III(D)(5). The Gross
27 Settlement Amount includes all claims of the Participating Class Members, Settlement Administration
28 Costs, Class Counsel's attorney's fees and costs, LWDA Payment, and Enhancement Award.

1 Within three (3) business days after the Effective Date, the Settlement Administrator will
2 provide Defendant with the final total calculation of all funds necessary to make the payments required
3 under this Settlement, including all payments from the Gross Settlement Amount (the Court-awarded
4 Class Counsel's attorney's fees payment, Class Counsel's litigation expenses Payment, administrative
5 costs, Enhancement Award, and the portion of the PAGA payment due to the LWDA) and all payments
6 to Participating Class Members from the Net Settlement Amount.

7 No later than ten (10) business days after the Effective Date, Defendant shall deposit with the
8 Settlement Administrator the Gross Settlement Amount. All of Defendant's obligations under this
9 Settlement are deemed to be satisfied upon Defendant's timely deposit of the entire Gross Settlement
10 Amount and acknowledgement of receipt of said funds and Defendant shall have no further obligations
11 to the Class including, without limitation, any further obligations to make any other payments of any
12 kind to, or on behalf of, the Class (except for the employer's share of payroll taxes).

13 The Settlement Administrator will use these funds to fund payment of the Individual
14 Settlement Payments to Participating Class Members, Class Counsel's attorneys' fees and costs,
15 LWDA Payment, the Enhancement Award, and employer and employee tax withholdings applicable
16 to the Net Settlement Amount allocated to wages. Ten (10) business days after Defendant fully funds
17 the Settlement, the Settlement Administrator will pay the Class Members' Individual Settlement
18 Payments, Court-approved attorney's fees and costs, Settlement Administration Costs, Enhancement
19 Award, and LWDA Payment.

20 b. Payment of Attorneys' Fees and Costs

21 Class Counsel shall submit an application for an award of attorneys' fees of up to thirty-five
22 percent (35%) of the Gross Settlement Amount (which may increase pursuant to Section III(D)(5)'s
23 pro rata increase provision), which, based on the current Gross Settlement Amount, is One Hundred
24 and Forty One Thousand Seven Hundred and Fifty Dollars and Zero Cents (\$141,750). Class Counsel
25 shall submit an application for an award of costs not to exceed Fifteen Thousand Dollars and Zero
26 Cents (\$15,000). Such application for attorneys' fees and costs shall be heard by the Court at the Final
27 Approval Hearing. Defendant shall not object to or oppose any such application in these amounts.

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1 Any fees and costs awarded by the Court shall be paid from the Gross Settlement Amount and
2 shall not constitute payment to any Class Member(s). The attorneys' fees and costs for Class Counsel
3 approved by the Court shall encompass all work performed, costs, and expenses related to the
4 investigation, prosecution, and settlement of the Action incurred through the Effective Date. To the
5 extent that the Court approves less than the amount of attorney's fees and/or costs that Class Counsel
6 requests, the difference between the requested and awarded amounts will be reallocated to the Net
7 Settlement Amount.

8 Any award of attorneys' fees and costs shall include and satisfy all past and future attorneys'
9 fees and costs incurred to prosecute, settle, and participate in administering the Settlement, including
10 obtaining the Final Approval Order. Defendant shall have no obligation to Class Counsel for any
11 attorneys' fees and costs incurred in prosecuting this Action or enforcing the Settlement other than as
12 stated herein.

13 c. Payment of Settlement Administration Costs

14 The Settlement Administration Costs shall be paid out of the Gross Settlement Amount and
15 shall not constitute payment to any Participating Class Member(s).

16 d. Payment of Enhancement Award to Named Plaintiff

17 Subject to Court approval, Plaintiff shall receive an Enhancement Award of up to Five
18 Thousand Dollars and Zero Cents (\$5,000), the request for which Defendant will not object to or
19 oppose. The Enhancement Award shall be paid out of the Gross Settlement Amount and shall not
20 constitute payment to any Participating Class Member(s) other than Plaintiff. To the extent that the
21 Court approves less than the amount of Enhancement Award that Class Counsel requests, the
22 difference between the requested and awarded amounts will be reallocated to the Net Settlement
23 Amount.

24 Because it is the intent of the Parties that the Enhancement Award represents payment to
25 Plaintiff for his service to the Class Members, and not wages, the Settlement Administrator will not
26 withhold any taxes from the Enhancement Award. The Enhancement Award will be reported on Form
27 1099, which the Settlement Administrator will provide to Plaintiff and to the pertinent taxing
28 authorities as required by law.

1 Although it is the contemplation of the Parties that the Enhancement Award does not represent
2 wages, the Internal Revenue Service, the California Franchise Tax Board, or some other taxing
3 authority may take the position that some or all of the Enhancement Award constitutes wages for
4 income tax and withholding purposes. Plaintiff agrees to assume the responsibility of remitting to the
5 Internal Revenue Service, the California Franchise Tax Board, and any other relevant taxing authority
6 the amounts required by law, if any, to be withheld by Defendant from the Enhancement Award paid
7 under this Settlement. In addition, Plaintiff shall hold Defendant, Released Parties and Class Counsel
8 harmless and indemnify Defendant, Released Parties and Class Counsel for all taxes, interest,
9 penalties, other payments and costs, incurred by Defendant by reason of any valid claims by taxing
10 authorities relating to the non-withholding of taxes from the Enhancement Award.

11 e. Payment to the Labor and Workforce Development Agency and the
12 Class for Settlement of PAGA Claims

13 In consideration of claims made under the California Private Attorneys General Act
14 (“PAGA”), Cal. Labor Code §§ 2698 et seq., Class Counsel will request that the Court approve
15 allocation of Forty Thousand Dollars and Zero Cents (\$40,000) of the Gross Settlement Amount to
16 these claims (“PAGA Penalties”). Seventy-five percent (75%) (i.e., Thirty Thousand Dollars and Zero
17 Cents (\$30,000)) of the PAGA Penalties will be paid to the California Labor and Workforce
18 Development Agency (“LWDA Payment”) and twenty-five percent (25%) (i.e., Ten Thousand Dollars
19 and Zero Cents (\$10,000)) will be paid on a pro rata basis to all Aggrieved Employees based on the
20 individual Qualifying Pay Periods worked during the PAGA Period by each Aggrieved Employee,
21 regardless of whether or not they opt out of this Settlement (“PAGA Settlement Payment”). Defendant
22 will not oppose this request. The LWDA Payment and PAGA Settlement Payment will be paid out of
23 the Gross Settlement Amount. The Court’s adjustment, if any, of the amount allocated to Plaintiff’s
24 PAGA claim will not invalidate this Settlement.

25 f. Payment of Individual Settlement Payments to Participating Class
26 Members

27 The Parties agree that the Net Settlement Amount shall be used to fund Individual Settlement
28 Payments. The Parties agree that the Net Settlement Amount shall be divided among all Participating

1 Class Members in proportion to the number of individual Qualifying Workweeks for each Class
2 Member, except for the PAGA portion of the net recovery which will be calculated and distributed to
3 Aggrieved Employees based on their Qualifying Pay Periods as described in section III(D)(7)(e). To
4 calculate the approximate amount each Class Member will receive based on their individual
5 Qualifying Workweeks, the Net Settlement Amount will be divided by the total number of Qualifying
6 Workweeks by all Class Members during the Class Period and then allocated on a pro rata basis. Each
7 Class Member's individual amount will be included in his, her, or their Class Notice. After final
8 approval by the Court, the Net Settlement Amount will be distributed to Participating Class Members
9 on a pro rata basis based on the individual Qualifying Workweeks worked during the Class Period by
10 each Participating Class Member.

11 Each Individual Settlement Payment will represent wages and penalties allocated using the
12 following formula: 20% allocated to wages and 80% to penalties, interest and expense
13 reimbursements. The amounts paid as wages shall be subject to all tax withholdings customarily made
14 from an employee's wages and all other authorized and required withholdings and shall be reported
15 by W-2 forms. The employer-side taxes (including employer's portion of FICA, FUTA, SUTA, and
16 all other applicable payroll taxes) will be paid by Defendant separate from and in addition to the Gross
17 Settlement Amount. The amounts paid as penalties and interest shall be subject to all authorized and
18 required withholdings other than the tax withholdings customarily made from employees' wages and
19 shall be reported by IRS 1099 forms. Defendant shall not make as part of this Settlement, nor be
20 required to make, any deductions, nor pay any monthly contributions for any insurance, retirement,
21 401(k) or profit-sharing plans, or any benefit plans related to monies paid as a result of this Settlement.

22 No later than ten (10) business days after the Preliminary Approval Date, Defendant will
23 provide the Settlement Administrator with a list of the Qualifying Workweeks for each Class Member.
24 Based on that information, the Settlement Administrator shall calculate: (a) the Net Settlement
25 Amount, (b) the Individual Settlement Payment for each Participating Class Member based on the
26 formula specified above, (c) the amount of the Individual Settlement Payments to be allocated to
27 wages, interest and penalties, and reimbursements based on the formula specified above, (d) the
28 employer share of the payroll taxes applicable to the Net Settlement Amount allocated to wages, and

1 (e) the employee tax withholding amount based on the allocation of each Individual Settlement
2 Payment to wages.

3 No later than ten (10) business days after Defendant fully funds the Settlement, the Settlement
4 Administrator will pay the Class Members' Individual Settlement Payments, Court-approved
5 attorneys' fees and costs, Settlement Administration Costs, Enhancement Award, and LWDA
6 Payment. Defendant shall not bear any liability for lost or stolen checks, forged signatures on checks,
7 or unauthorized negotiation of checks. Individual Settlement Payments paid from the Net Settlement
8 Amount allocated to wages will be reduced by applicable employer and employee tax withholdings,
9 and the Settlement Administrator will issue a Form W-2 for the wage portion of the Individual
10 Settlement Payments. The Settlement Administrator will issue Form 1099 to the extent required by
11 law for the interest and penalty portions of the Individual Settlement Payments. Participating Class
12 Members shall have 180 calendar days from the date their Individual Settlement Payment checks are
13 dated to cash their settlement checks. Any amounts from checks that remain unclaimed and/or
14 uncashed after 180 calendar days of issuance will be disbursed to the California State Controller's
15 Office's Unclaimed Property Division.

16 If a check is returned to the Settlement Administrator as undeliverable, the Settlement
17 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace
18 based on set criteria and, if another address is identified, shall mail the check to the newly identified
19 address. If the Settlement Administrator is unable to obtain a valid mailing address through this
20 process, the Settlement Administrator will also transfer the amount represented by the check to
21 California State Controller's Office's Unclaimed Property Division.

22 g. No Credit Toward Benefit Plans

23 The Individual Settlement Payments made to Participating Class Members under this
24 Agreement, as well as any other payments made pursuant to this Agreement, will not be utilized to
25 calculate any additional benefits under any benefit plans to which any Participating Class Members
26 may be eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock
27 purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is
28

1 the Parties' intention that this Settlement will not affect any rights, contributions, or amounts to which
2 any Participating Class Members may be entitled under any benefit plans.

3 h. No Effect on Regular Rate or Overtime Compensation

4 Participating Class Members will receive payment under the Settlement as determined by the
5 Settlement Administrator in accordance with this Agreement. The Parties agree that this payment is
6 not viewed as additional compensation for purposes of calculating a "regular rate" of pay under
7 California or federal law for the period during which it is received, and no additional overtime
8 compensation is required as a result of such payment.

9 i. Tax Liability

10 The Parties and Class Counsel and Defense Counsel make no representation as to the tax
11 treatment or legal effect of the payments called for hereunder. Plaintiff, Participating Class Members,
12 and Aggrieved Employees are not relying on any statement, representation, or calculation by the
13 Parties, counsel for the Parties, or the Settlement Administrator in this regard. Plaintiff, Participating
14 Class Members, Aggrieved Employees, and Plaintiff's Counsel understand and agree that they will be
15 solely responsible for the payment of their own portion of any taxes and penalties assessed on the
16 payments that they receive and shall indemnify Defendant from any tax liability that may arise.

17 j. No Additional Contribution by Defendant

18 Other than as set forth above, Defendant shall not be called upon or required to contribute
19 additional monies above the Settlement under any circumstances whatsoever except as specifically set
20 forth herein. In the event that this Settlement is canceled, rescinded, terminated, voided, or nullified,
21 however that may occur, or the Settlement of the Action is barred by operation of law, or invalidated,
22 or ordered not to be carried out by a court of competent jurisdiction, Defendant shall cease to have any
23 obligation to pay any portion of the Settlement to anyone under the terms of this Settlement, except
24 for costs already incurred by the Settlement Administrator, and this action shall resume as though no
25 Settlement had occurred with the Action proceeding in the San Joaquin County Superior Court.

26 **IV. LIMITATIONS ON USE OF THIS SETTLEMENT**

27 **A. No Admission**

28 Defendant denies that it has engaged in any unlawful activity, that it has failed to comply with

1 the law in any respect, that it has any liability to anyone under the claims asserted in the Action, and
2 that but for this Settlement a class should not be certified in this Action. This Settlement is entered
3 into solely for the purpose of compromising highly disputed claims. Nothing in this Settlement is
4 intended or will be construed as an admission of liability or wrongdoing by Defendant.

5 **B. Non-Evidentiary Use**

6 Whether or not the Effective Date occurs, neither this Settlement nor any of its terms will be:
7 (a) construed as, offered, or admitted in evidence as, received as, or deemed to be evidence for any
8 purpose adverse to Defendant or any other of the Released Parties, including but not limited to,
9 evidence of a presumption, concession, indication, or admission by any of the Released Parties of any
10 liability, fault, wrongdoing, omission, concession, or damage, or (b) disclosed, referred to, or offered
11 in evidence against any of the Released Parties in any further proceeding in the Action, except for the
12 purposes of effectuating the Settlement pursuant to the terms herein or for Defendant to establish that
13 a Class Member has resolved any of his/her claims released through this Settlement.

14 **C. Defendant's Right to Terminate Settlement**

15 Defendant shall have the right at its sole discretion to terminate and void the Settlement if 20%
16 or more of the Class Members timely elect to opt out of the Settlement. If Defendant elects to exercise
17 its right under this paragraph, Defendant shall be liable solely for administrative costs of the Settlement
18 Administrator selected by the Parties incurred up to that point in time and as documented in an
19 itemized invoice by the Settlement Administrator. Defendant agrees that it will not undertake actions
20 to encourage Class Members to opt-out.

21 **D. Nullification**

22 The Parties have agreed to the certification of the Class encompassing all claims alleged in the
23 Action for the sole purpose of effectuating this Settlement. If (a) the Court should for any reason fail
24 to certify this Class for settlement, or (b) the Court should for any reason fail to approve this
25 Settlement, or (c) the Court should for any reason fail to enter the Final Approval Order, or (d) the
26 Final Approval Order is reversed, or declared or rendered void, or (e) the Court should for any reason
27 fail to dispose of the action in its entirety, then: (i) this Settlement shall be considered null and void;
28 (ii) neither this Settlement nor any of the related negotiations or proceedings shall be of any force or

1 effect; (iii) all Parties to this Settlement shall stand in the same position, without prejudice, as if the
2 Settlement had been neither entered into nor filed with the Court; and (iv) the fact that the Parties were
3 willing to stipulate to class certification of all causes of action pled in the Action as part of the
4 Settlement will have no bearing on, and will not be admissible in connection with, the issue of whether
5 the Class should be certified by the Court in a non-settlement context in this Action or any other action,
6 and in any of those events, Defendant expressly reserve the right to oppose certification of the Class.

7 Invalidation of any material portion of this Settlement shall invalidate this Settlement in its
8 entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall
9 remain in full force and effect.

10 **E. No Publicity**

11 Plaintiff's Class Counsel shall not publicize the settlement in this Action on their websites or
12 otherwise, including in any print or electronic communication and/or media. Class Counsel may file
13 documents with the Court necessary to effectuate the settlement reached and may respond to inquiries
14 from Class Members and Aggrieved Employees.

15 **V. RELEASES**

16 **A. Releases by Class Members**

17 Providing there is Final Approval of this Agreement and the Settlement is fully funded, then
18 as of the Effective Date, Plaintiff and each Participating Class Member, individually and on behalf of
19 their respective successors, assigns, agents, attorneys, executors, heirs and personal representatives
20 ("Releasees"), will release Defendant, together with all of its past, present, and future parents,
21 subsidiaries, affiliated and related entities, predecessor or successor entities, and all present and former
22 owners, boards, officers, directors, trustees, shareholders, members, partners, employees, agents,
23 insurers, reinsurers, assigns, attorneys, representatives, heirs, executors, administrators, successors
24 and assigns and all payroll processing vendors that Defendant utilized during the Class Period
25 (collectively, the "Released Parties") from any and all Class Released Claims for the Class Period.
26 "Class Released Claims" means any and all claims, debts, liabilities, demands, obligations, guarantees,
27 costs, expenses, attorneys' fees, interest, damages, actions, or causes of action of every nature and
28 description that were alleged, or reasonably could have been alleged, based on the facts and allegations

1 stated in the operative complaint for: (1) failure to pay minimum wages; (2) meal period liability; (3)
2 rest period liability; (4) failure to reimburse for business expenses; (5) failure to provide access to
3 payroll records; (6) failure to provide access to personnel records; (7) failure to provide accurate
4 itemized employee wage statements; (8) failure to pay all wages owed timely and upon separation of
5 employment; (9) violation of Business & Professions Code section 17200, *et seq.*; and any other
6 benefit claimed on account of the allegations asserted in the operative complaint filed by Plaintiff.
7 This release shall apply to all such claims arising at any point during the Class Period. This release
8 excludes the release of claims not permitted by law.

9 The above release language shall also be included in the Class Notice. Plaintiff and
10 Participating Class Members will release these Class Released Claims from September 26, 2018
11 through the Preliminary Approval Date of the Settlement or an earlier date at Defendant's discretion
12 per Section III(D)(5).

13 Any Class Member who validly excludes himself, herself, or themselves from the Settlement will
14 still receive a PAGA Settlement Payment, if also an Aggrieved Employee, and will be deemed to have
15 released claims against the Released Parties for civil penalties pursuant to PAGA based on the
16 Released Claims arising during the PAGA Period ("PAGA Released Claims").

17 **B. Releases by Aggrieved Employees and the State of California**

18 Providing there is Final Approval of this Agreement and the Settlement is fully funded, then
19 as of the Effective Date, Plaintiff, the State of California, and Aggrieved Employees shall fully and
20 finally release and discharge Defendant and the Released Parties, and each of them, from the PAGA
21 Released Claims and for the PAGA Period. "PAGA Released Claims" means any and all claims for
22 civil penalties under the California Labor Code Private Attorneys General Act of 2004, Labor Code
23 §§ 2698, *et seq.* that were asserted in Plaintiff's LWDA letter and complaints; and/or that could have
24 been asserted based on the facts and/or allegations in the operative complaint and/or Plaintiff's LWDA
25 letter. "PAGA Released Claims" include, but are not limited to, any and all claims for civil penalties
26 under the PAGA based on alleged unpaid wages (including but not limited to minimum and overtime
27 wages and final pay upon termination), alleged unpaid meal and rest period premiums, itemized wage
28 statement penalties, waiting time penalties, failure to reimburse for necessary business expenses

1 arising under the California Labor Code, and failure to maintain and/or provide access to personnel
2 and payroll records. This release shall apply to all claims arising at any point during the PAGA Period.
3 This release excludes the release of claims not permitted by law.

4 The above release language shall also be included in the Class Notice. Plaintiff, the State of
5 California, and Aggrieved Employees will release these PAGA Released Claims from September 21,
6 2022 through the Preliminary Approval Date of the Settlement or an earlier date at Defendant's
7 discretion per Section III(D)(5).

8 Any Aggrieved Employee who validly excludes himself/herself/themselves from the Settlement
9 will still receive a PAGA Settlement Payment, and will be deemed to have released all PAGA Released
10 Claims against the Released Parties.

11 **C. No Additional Attorneys' Fees or Costs**

12 Except for the attorneys' fees and costs set forth in this Settlement, the Parties agree to bear
13 their own attorneys' fees and costs related to this Action.

14 **VI. MISCELLANEOUS PROVISIONS**

15 **A. Amendments or Modification**

16 The terms and provisions of this Settlement may be amended or modified only by an express
17 written agreement that is signed by all the Parties (or their successors-in-interest) and their counsel
18 and approval by the Court.

19 **B. Assignment**

20 None of the rights, commitments, or obligations recognized under this Settlement may be
21 assigned by any Party, Class Member, Class Counsel, or Defense Counsel without the express written
22 consent of each other Party and their respective counsel. The representations, warranties, covenants,
23 and agreements contained in this Settlement are for the sole benefit of the Parties under this Settlement,
24 and shall not be construed to confer any right or to avail any remedy to any other person.

25 **C. Governing Law**

26 This Settlement shall be governed, construed, and interpreted, and the rights of the Parties shall
27 be determined, in accordance with the laws of the State of California, irrespective of the State of
28 California's choice of law principles.

1 **D. Entire Agreement**

2 This Settlement, including the Exhibit referred to herein, which form an integral part hereof,
3 contains the entire understanding of the Parties hereto with respect of the subject matter contained
4 herein. In case of any conflict between text contained in Articles I through VI of this Settlement and
5 text contained in the Exhibit to this Settlement, the former (*i.e.*, Articles I through VI) shall be
6 controlling, unless the Exhibit are changed by or in response to a Court order. There are no restrictions,
7 promises, representations, warranties, covenants, or undertakings governing the subject matter of this
8 Settlement other than those expressly set forth or referred to herein. This Settlement supersedes all
9 prior agreements and understandings among the Parties hereto with respect to the settlement of the
10 Action, including correspondence between Class Counsel and Defense Counsel and drafts of prior
11 agreements or proposals.

12 **E. Waiver of Compliance**

13 Any failure of any Party, Defense Counsel, or Class Counsel hereto to comply with any
14 obligation, covenant, agreement, or condition herein may be expressly waived in writing, to the extent
15 permitted under applicable law, by the Party or Parties and their respective counsel hereto entitled to
16 the benefit of such obligation, covenant, agreement, or condition. A waiver or failure to insist upon
17 strict compliance with any representation, warranty, covenant, agreement, or condition shall not
18 operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

19 **F. Counterparts and Fax/PDF Signatures**

20 This Settlement, and any amendments hereto, may be executed in any number of counterparts
21 and any Party and/or their respective counsel hereto may execute any such counterpart, each of which
22 when executed and delivered shall be deemed to be an original and all of which counterparts taken
23 together shall constitute one instrument. A fax or PDF signature on this Settlement shall be as valid
24 as an original signature.

25 **G. Meet and Confer Regarding Disputes**

26 Should any dispute arise among the Parties or their respective counsel regarding the
27 implementation or interpretation of this Settlement, a representative of Class Counsel and a
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representative of Defense Counsel shall meet and confer in an attempt to resolve such disputes prior to submitting such disputes to the Court.

H. Agreement Binding on Successors

This Agreement will be binding upon, and inure to the benefit of, the successors in interest of each of the Parties.

I. Cooperation in Drafting

The Parties have cooperated in the negotiation and preparation of this Settlement. This Settlement will not be construed against any Party on the basis that the Party, or the Party's counsel, was the drafter or participated in the drafting of this Settlement.

J. Fair Settlement

Plaintiff, Defendant, Class Counsel, and Defense Counsel believe that this Settlement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Settlement through arm's-length negotiations, taking into account all relevant factors, current and potential, and is consistent with public policy, and fully complies with applicable provisions of law.

K. Headings

The descriptive heading of any section or paragraph of this Settlement is inserted for convenience of reference only and does not constitute a part of this Settlement and shall not be considered in interpreting this Settlement.

L. Notice

All notices, demands, or other communications given under this Settlement must be in writing and addressed as follows:

To Plaintiff and the Class:

Anthony J. Orshansky
anthony@counselonegroup.com
P. Bartholomew Quintans
bart@counselonegroup.com
COUNSELONE, PC

To Defendant:

Harry B. Gill
harry.gill@hbglaw.com
HBG LAW, P.C.

1 **M. Enforcement of Settlement and Continuing Court Jurisdiction**

2 To the extent consistent with class action procedure, this Settlement shall be enforceable by
3 the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court
4 3.769(h). The disposition entered by the Court will not adjudicate the merits of the Action or the
5 liability of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt the
6 terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall
7 retain continuing jurisdiction over this Action and over all Parties and Class Members, to the fullest
8 extent to enforce and effectuate the terms and intent of this Settlement.

9 **N. Mutual Full Cooperation**

10 The Parties agree fully to cooperate with each other to accomplish the terms of this Settlement,
11 including but not limited to execution of such documents, and to take such other action as may
12 reasonably be necessary to implement the terms of this Agreement. The Parties to this Settlement
13 shall use their best efforts, including all efforts contemplated by this Settlement, to effectuate this
14 Settlement and the terms set forth herein. In the event the Parties are unable to reach agreement on
15 the form or content of any document needed to implement the Settlement, or on any supplemental
16 provisions that may become necessary to effectuate the terms of the Settlement, the Parties agree to
17 seek the assistance of the Court.

18 **O. Authorization to Act**

19 Class Counsel warrants and represents that they are authorized by Plaintiff, and Defense
20 Counsel warrants that they are authorized by Defendant, to take all appropriate action required to
21 effectuate the terms of this Settlement, except for signing the documents, including but not limited to
22 this Settlement, that are required to be signed by the Parties.

23 **P. No Reliance on Representations**

24 The Parties have made such investigation of the facts and the law pertaining to the matters
25 described herein and to this Settlement as they deem necessary, and have not relied, and do not rely,
26 on any statement, promise, or representation of fact or law, made by any of the other parties, or any of
27 their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted
28 rights, or with regard to the advisability of making and executing this Settlement, or with respect to

1 any other matters. No representations, warranties, or inducements have been made to any party
2 concerning this Settlement.

3 **Q. No Collateral Attack**

4 This Settlement shall not be subject to collateral attack by any Class Member or any recipient
5 of the Class Notice after the Effective Date. Such prohibited collateral attacks shall include but not
6 be limited to claims that the Class Member failed for any reason to receive timely notice of the
7 procedure for disputing the calculation of his, her, or their Individual Settlement Payment.

8 **R. Invalidity of Any Provision**

9 Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the
10 provision as valid to the fullest extent possible consistent with applicable precedents so as to define all
11 provisions of this Agreement valid and enforceable. If any provision of this Agreement or the application
12 thereof is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which
13 can be given effect without the invalid provisions or application and, to this end, the provisions of this
14 Agreement are declared to be severable. Notwithstanding the foregoing, no portion of any release contained
15 herein may be deemed severed or deleted from this Agreement, except upon waiver in writing by the applicable
16 party.

17
18
19 [SIGNATURES FOLLOW ON NEXT PAGE]
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Dated: 07 / 09 / 2025

Stephen Prince

CHEEMA FREIGHTLINES, LLC

By: _____

Name: _____

Title: _____

DATED: June 7, 2025

By: _____

ANTHONY J. ORSHANSKY
P. BARTHOLOMEW QUINTANS
Attorneys for Stephen Prince

HBG LAW, P.C.

By: _____

HARRY GILL
Attorney for Cheema Freightlines LLC

EXECUTION BY PARTIES

The Parties hereby execute this Settlement.

Dated:

Stephen Prince

CHEEMA FREIGHTLINES, LLC

Dated: 7/22/2025 | 7:25 PM PDT

Signed by:
By: Harman Cheema
A79D67BA429B495...

Name: Harman Cheema

Title: President

APPROVED AS TO FORM AND CONTENT

DATED:

COUNSELONE, P.C.

By: _____
ANTHONY J. ORSHANSKY
P. BARTHOLOMEW QUINTANS
Attorneys for Stephen Prince

DATED: 7-22-2025

HBG LAW, P.C.

By: 
HARRY GILL
Attorney for Cheema Freightlines LLC