

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs Raul Sarinana and Rodolfo Sanchez (“Plaintiffs,” “Plaintiff Sarinana,” and “Plaintiff Sanchez”) and Defendant M.A.T. Parcel Express, Inc. d/b/a MAT Express (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

A. DEFINITIONS.

1. “Action” means the Plaintiffs’ lawsuit alleging wage and hour violations against Defendant, captioned *Sarinana v. M.A.T. Parcel Express Inc. d/b/a MAT Express*, initiated on September 19, 2022, and pending in the Superior Court of the State of California, County of Los Angeles (Case No.: 22STCV30465).
2. “Administrator” means Phoenix Class Action Administration Solutions, the neutral entity the Parties have agreed to appoint to administer the Settlement.
3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
4. “Aggrieved Employee” means all individuals who worked for Defendant as non-exempt employees in California at any time during the PAGA Period. Aggrieved Employee excludes any former non-exempt employees who previously entered into settlement or severance agreements with Defendant.
5. “Class” means all individuals who worked for Defendant as non-exempt employees in California at any time during the Class Period. The Class excludes any former non-exempt employees who previously entered into settlement or severance agreements with Defendant.
6. “Class Counsel” means Douglas Han, Shunt Tatavos-Gharajeh, and Halina Szymanski of Justice Law Corporation.
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.

///

///

8. "Class Data" means Class Member identifying information in Defendant's possession that includes the Class Members': (a) name; (b) last-known mailing address; (c) Social Security Number; (d) dates of employment; (e) number of Workweeks and PAGA Pay Periods; and (f) whether the Class Member/Aggrieved Employee signed any settlement/release agreement (including but not limited to a "Confidential Release Agreement") and if so, the date the agreement was signed.
9. "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).
10. "Class Member Address Search" means the Administrator's investigation and search for current Class Members' 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.
11. "Class Notice" means the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.
12. "Class Period" means the period from September 19, 2018 to November 30, 2023.
13. "Class Representatives" means Plaintiff Sarinana and Plaintiff Sanchez, the named Plaintiffs in the Operative Complaint in the Action, who are seeking Court approval to serve as Class Representatives.
14. "Class Representative Service Payments" means the payments to the Class Representatives for initiating the Action and providing services in support of the Action and in consideration of (the sufficiency of which is acknowledged by the Parties) Plaintiffs' Release.
15. "Court" means the Superior Court of California, County of Los Angeles.
16. "Defendant" means named Defendant M.A.T. Parcel Express, Inc. d/b/a MAT Express.
17. "Defense Counsel" means Adam R. Rosenthal, Gabriella R. Albright, and Luke J. Bickel, of Sheppard, Mullin, Richter and Hampton LLP.

///

///

18. "Effective Date" means the date by when both of the following have occurred: (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: (i) the day after the deadline for filing a notice of appeal from the Judgment; or (ii) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
19. "Employee Paid Taxes" means taxes paid by an individual employee, including, but not limited to, Federal Insurance Contributions Act, federal income tax, state disability insurance, and state income tax payments.
20. "Employer Paid Taxes" means taxes paid by the employer, including Federal Unemployment Tax Act, Federal Insurance Contributions Act, state unemployment insurance, and Employee Training Tax payments.
21. "Final Approval" means the Court's order granting final approval of the Settlement.
22. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.
23. "Gross Settlement Amount" means \$375,000, which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph H below. The Gross Settlement Amount will be used to pay Individual Class Payments (including Employee Paid Taxes), Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and Administration Expenses Payment.
24. "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.
25. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of twenty-five percent (25%) of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
26. "Judgment" means the judgment entered by the Court based upon the Final Approval.
27. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

///

28. “LWDA PAGA Payment” means seventy-five percent (75%) of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
29. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments, subject to applicable withholdings.
30. “Non-Participating Class Member” means any Class Member who opts out of the Class Settlement by sending the Administrator a valid and timely Request for Exclusion.
31. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one (1) day during the PAGA Period, and for which there is no settlement agreement covering the pay period as evidenced by Defendant’s records.
32. “PAGA Period” means the period from September 19, 2021 to November 30, 2023.
33. “PAGA” means the Private Attorneys General Act of 2004 (Labor Code §§ 2698. *et seq.*).
34. “PAGA Notice” means Plaintiff Sanchez’s letter sent to the LWDA and Defendant on September 11, 2023 providing notice pursuant to Labor Code section 2699.3, subd.(a).
35. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, twenty-five percent (25%) of which will be allocated to the Aggrieved Employees (\$5,000) and seventy-five percent (75%) of which will be allocated to the LWDA (\$15,000) in settlement of PAGA claims.
36. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
37. “Plaintiffs” means Plaintiff Sarinana and Plaintiff Sanchez, the named plaintiffs in the Action.
 - a. “Plaintiff Sarinana” means Raul Sarinana, one of the named plaintiffs in the Action, individually.
 - b. “Plaintiff Sanchez” means Rodolfo Sanchez, one of the named plaintiffs in the Action, individually.

///

38. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
39. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval of the Settlement.
40. “Released Class Claims” means the claims being released as described in Paragraph E.2 below.
41. “Released PAGA Claims” means the claims being released as described in Paragraph E.3 below.
42. “Released Parties” means Defendant and each of its former and present direct and/or indirect owners, dbas, affiliates, parents, subsidiaries, brother and sister corporations, divisions, joint venturers, related companies, co-employers, successors and predecessors, any individual or entity deemed a statutory employer or joint employer (under any legal theory of joint employment), current and former employees, attorneys, officers, directors, shareholders, owners, trustees, attorneys, fiduciaries, beneficiaries, subrogees, executors, partners, privies, agents, servants, insurers, representatives, administrators, employee benefit plans, and assigns of said entities.
43. “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.
44. “Response Deadline” means sixty (60) calendar days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Class Settlement, or (b) fax, email, or mail his or her Objection to the Class Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days after the Response Deadline has expired.
45. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
46. “Workweek” or “Class Workweek” means any workweek during which a Class Member worked for Defendant as a Class Member for at least one (1) day during the Class Period, and for which there is no settlement agreement covering the week as evidenced by Defendant’s records.

///
///

B. RECITALS.

1. On September 19, 2022, Plaintiff Sarinana commenced this Action by filing a wage-and-hour class action lawsuit in the Superior Court of California, County of Los Angeles. The lawsuit alleged: (a) failure to pay overtime; (b) failure to provide meal periods; (c) failure to authorize and permit paid rest periods; (d) failure to pay minimum wage; (e) failure to pay timely wages upon termination of employment; (f) failure to issue compliant wage statements; (g) failure to reimburse business expenses; (h) collection of due and unpaid wages per Labor Code section 229; and (i) violation of Business & Professions Code section 17200, *et seq.*
2. On August 18, 2023, the Parties participated in mediation with Deborah Crandall Saxe, Esq., which led to this Agreement to settle the Action.
3. Pursuant to Labor Code section 2699.3, subd.(a) and in line with the settlement, Plaintiff Sanchez provided written notice to the LWDA and Defendant by sending the PAGA Notice on September 11, 2023.
4. On or after November 16, 2023, Plaintiffs will file a First Amended Complaint on a proposed class and PAGA representative basis on behalf of employees against Defendant alleging causes of action for: (a) failure to pay overtime; (b) failure to provide meal periods; (c) failure to authorize and permit paid rest periods; (d) failure to pay minimum wage; (e) failure to pay timely wages upon termination of employment; (f) failure to issue compliant wage statements; (g) failure to reimburse business expenses; (h) collection of due and unpaid wages per Labor Code section 229; (i) violation of Labor Code section 2698, *et seq.* (PAGA); and (j) violation of California Business & Professions Code section 17200, *et seq.* The First Amended Complaint also adjusted the Class definition (Operative Complaint”).
5. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged.
6. The Parties conducted significant investigation and discovery of the facts and law both before and after the Action was filed. Defendant produced several of documents relating to its policies, practices, and procedures regarding reimbursement of business expenses, paying non-exempt employees for all hours worked, and meal and rest break along with payroll, timekeeping, and operational policies. As part of Defendant’s production, Plaintiffs also reviewed time records, pay records, and information relating to the size and scope of the Class, as well as data permitting Plaintiffs to understand the number of Workweeks and PAGA Pay Periods. Plaintiffs also interviewed Class Members who worked for Defendant throughout the Class Period. Plaintiffs’ investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130.

7. The Court has not granted class certification.
8. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

C. MONETARY TERMS.

1. Gross Settlement Amount. Except as otherwise provided by Paragraph H below, Defendant promises to pay \$375,000 and no more as the Gross Settlement Amount and to separately pay any and all Employer Paid Taxes required by law on the wage portions of the Individual Class Payments. All Employee Paid Taxes, which are to be withheld from the Individual Class Payments, will be paid from the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount (or any Employer Paid Taxes) prior to the deadline stated in Paragraph D.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
 - a. To Plaintiffs: Class Representative Service Payments of not more than \$7,500 to each Class Representative (for a total of \$15,000). Defendant will not oppose Plaintiffs' request for the Class Representative Service Payments that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves the Class Representative Service Payments less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for taxes owed by Plaintiffs on the Class Representative Service Payments. The Class Representative Service Payments will be in addition to each Plaintiffs' Individual Class Payment and Individual PAGA Payment paid pursuant to the Settlement. The Class Representative Service Payments are conditioned on Plaintiffs' Release.
 - b. To Class Counsel: A Class Counsel Fees Payment of \$131,250 (35% of the Gross Settlement Amount) and Class Counsel Litigation Expenses Payment which is currently estimated at this stage to not be more than \$20,000. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment

and/or Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator may purchase an annuity to utilize U.S. treasuries and bonds or other attorney fee deferral vehicles for Class Counsel. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS Form 1099. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, holds Released Parties harmless, and indemnifies Released Parties from any dispute or controversy regarding any division or sharing of any of these payments.

- c. To the Administrator: An Administration Expenses Payment not to exceed \$12,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$12,000, the Administrator will allocate the remainder to the Net Settlement Amount.
- d. 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 Workweeks during the Class Period.
- i. Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to the settlement of wage claims ("Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS Form W-2. Eighty percent (80%) of each Participating Class Member's Individual Class Payment will be allocated to the settlement of claims for interest and penalties ("Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS Form 1099. Participating Class Members assume full responsibility and liability for any Employee Paid Taxes owed on their Individual Class Payment.
- ii. 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. Non-Participating Class Members may still receive an Individual PAGA Payment.
- e. To the LWDA and Aggrieved Employees. PAGA Penalties in the amount of \$20,000 to be paid from the Gross Settlement Amount, with seventy five percent (75%) (\$15,000) allocated to the LWDA PAGA Payment and twenty-five percent (25%) (\$5,000) allocated to the Individual PAGA Payments.

- i. The Administrator will calculate each Individual PAGA Payment by: (1) dividing the amount of the Aggrieved Employees' twenty-five percent (25%) share of PAGA Penalties (\$5,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period; and (2) multiplying the result by each Aggrieved Employee's PAGA Pay Periods during the PAGA Period. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
- ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS Form 1099.

D. SETTLEMENT FUNDING AND PAYMENTS.

1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant represents there are approximately 303 Class Members who collectively worked a total of 25,723 Workweeks and 164 Aggrieved Employees who worked a total of 5,131 PAGA Pay Periods. The number of Class Members and Class Workweeks have been calculated from the beginning of the Class Period to August 18, 2023 (the date of mediation and the date this data was pulled by Defendant). The number of Aggrieved Employees and PAGA Periods have been calculated from the beginning of the PAGA Period to September 14, 2023.
2. Class Data. Not later than thirty (30) calendar days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount and Employer Paid Taxes by transmitting the funds to the Administrator no later than fourteen (14) calendar days after the Effective Date.
4. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Administration Expenses Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payments. Disbursement of the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class

Representative Service Payments shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

- a. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class United States Postal Service (“USPS”) Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and Individual PAGA Payment, with Employee Paid Taxes withheld and paid from the Gross Settlement Amount. Before mailing any checks, the Settlement Administrator must update the recipients’ mailing addresses using the National Change of Address Database.
- b. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within seven (7) calendar days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, as requested by the Class Member prior to the void date.
- c. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller’s Unclaimed Property Fund in the name of the Class Member thereby leaving no “unpaid residue” subject to the requirements of Code of Civil Procedure Section 384, subd. (b).
- d. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

E. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and Employer Paid Taxes, Plaintiffs, Class Members, Aggrieved Employees and Class Counsel will release claims against all Released Parties as follows:

///
///

1. Plaintiffs' Release. Upon Court approval of this settlement, Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims arising from or related to the Action ("Plaintiffs Release"). Plaintiffs' Release includes all claims for unpaid wages, including, but not limited to: (a) failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; (b) failure to pay wages under the Fair Labor Standards Act, 29 USC section 201, *et seq.*; (c) calculation of the regular rate of pay; (d) wages related to alleged illegal or unlawful time rounding; (e) reporting time pay; (f) on-call pay; (g) travel time pay; (h) failure to pay wages at least twice each calendar month; (i) missed, short, late, incomplete, or otherwise noncompliant meal period and rest-periods; (j) missed meal period and rest-period wages; (k) calculation of meal and rest period premiums at the regular rate of pay; (l) meal period waivers; (m) failure to authorize and permit recovery periods; (n) payment for all hours worked, including off-the-clock work; (o) improper wage statements; (p) failure to keep accurate records; (q) failure to issue semimonthly payments; (r) failure to pay timely wages; (s) failure to pay final wages; (t) reimbursement for all necessary business expenses; (u) payment for all hours worked, including off-the-clock work; (v) unfair business practices; (w) penalties, including, but not limited to, recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; (x) unfair competition; and (y) attorneys' fees and costs. Plaintiffs' Release include all claims arising under the Labor Code (including, but not limited to, sections 200, 201, 201.1, 201.3, 201.5, 202, 203, 204, 205.5, 206, 210, 216, 218, 218.5, 218.6, 221, 222, 222.5, 223, 224, 225, 225.5, 226, 226.3, 226.7, 226.8, 227.3, 256, 450, 510, 511, 512, 516, 550, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.2, 1198, 2698, *et seq.*, 2699, *et seq.*, and 2802); all claims arising under: Wage Orders of the Industrial Welfare Commission; Private Attorneys General Act of 2004; Business and Professions Code section 17200, *et seq.*; Civil Code, to include but not limited to, sections 3287, 3336 and 3294; 12 CCR section 11040; 8 CCR section 11060; Code of Civil Procedure section 1021.5; common law of contract; FLSA, 29 U.S.C. section 201, *et seq.*; federal common law; and all claims that Plaintiffs could bring pursuant to any statutes, laws, or regulations of the California and federal Department of Transportation and Federal Motor Carrier Safety Administration. Plaintiffs' Release also include all claims for lost wages and benefits, emotional distress, retaliation, punitive damages, and attorneys' fees and costs arising under federal, state, or local laws for discrimination, harassment, retaliation, whistleblower, and wrongful termination, such as, by way of example only, (as amended) 42 U.S.C. section 1981, Title VII of the Civil Rights Act of 1964, Americans With Disabilities Act, Age Discrimination in Employment Act, and California Fair Employment and Housing Act; Labor Code, and law of contract and tort. This release excludes the release of claims not permitted by law.

Nothing in this Paragraph or in Paragraph E.1.a. (Plaintiffs' Waiver of Rights Under Civil Code Section 1542) shall serve to release, discharge, or waive claims that are not permitted by law, and/or relating to the enforcement and/or interpretation of the Settlement or its terms. Furthermore, nothing in this Paragraph or in Paragraph E.1.a. (Plaintiffs' Waiver of Rights Under Civil Code Section 1542) extends Plaintiffs' Release to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits,

disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period.

Plaintiffs acknowledge that they may discover facts or law different from, or in addition to, the facts or law that they now know or believe to be true. But Plaintiffs agree that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

Plaintiffs' Release include all claims, whether known or unknown. Even if Plaintiffs discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of Plaintiffs' Release, those claims will remain released and forever barred.

- a. Plaintiffs' Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights and benefits of section 1542 of the Civil Code, which reads:

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

2. Release by Participating Class Members. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims, rights, demands, liabilities, penalties, wages, and causes of action, arising from, or related to, or that were pled, or that could have reasonably been pled, based on the facts and allegations in the Operative Complaint in the Action during the Class Period ("Released Class Claims"). This includes: (a) all claims for unpaid wages (including, but not limited to, claims under the Labor Code, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest); (b) failure to pay wages under the Fair Labor Standards Act, 29 USC section 201, *et seq.*; (c) calculation of the regular rate of pay; time/clock rounding; (d) reporting time pay; (e) on-call pay; (f) travel time pay; (g) failure to pay wages at least twice each calendar month; (h) missed, short, late, incomplete, or otherwise noncompliant meal periods and rest-periods; (i) missed meal periods and rest-periods wages; (j) calculation of meal and rest period premiums at the regular rate of pay; (k) improper meal period waivers; (l) failure to authorize and permit recovery periods; (m) provision of sick leave, calculation of sick leave pay, and payment of sick leave; (n) payment for all hours worked, including off-the-clock work (preliminary work, postliminary work, and other purported times a Class Member is performing otherwise compensable work, but was not paid for such work); (o) improper wage statements; (p) failure to keep accurate records; (q) failure to issue semimonthly payments; (r) failure to pay timely wages; (s) failure to pay final wages; (t) reimbursement for all necessary business expenses; (u) payment for all hours worked, including off-the-clock work; (v) unfair business practices; (w) penalties, including, but not limited to, recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-

time penalties; (x) statutory and civil penalties related to any of the Released Class Claims; (y) unfair competition; and (z) attorneys' fees and costs; all claims related to the Released Class Claims arising under: the Labor Code (including, but not limited to, sections 201, 202, 203, 204, 226, 226.7, 229, 510, 512, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2800, and 2802); Wage Orders of the Industrial Welfare Commission; Business and Professions Code section 17200, *et seq.*; Civil Code, to include but not limited to, sections 3287, 3336 and 3294; 12 CCR section 11040; 8 CCR section 11060; Code of Civil Procedure section 1021.5; common law of contract; FLSA, 29 U.S.C. section 201, *et seq.*; federal common law; and all wage and hour regulations as propounded by the California and federal Department of Transportation and Federal Motor Carrier Safety Administration ("Released Class Claims").

- a. Release of FLSA Claims by Class Members: Because the release by Participating Class Members includes a release of FLSA claims, the following language will be printed on the reverse of each Class Member's settlement check, or words to this effect: *"By endorsing or otherwise negotiating this check, I acknowledge that I read, understood, and agree to the terms set forth in the Notice of Class Action Settlement and I consent to join in the Fair Labor Standards Act ("FLSA") portion of the Action, elect to participate in the settlement of the FLSA claims, and agree to release all of my FLSA claims that are covered by the Settlement."*
 3. Release by Aggrieved Employees: All Aggrieved Employees, including those who timely and effectively exclude themselves from the Released Class Claims, shall nevertheless be bound by the Released PAGA Claims and shall receive a pro rata portion of twenty-five percent (25%) of the PAGA Penalties. All Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, State of California, and LWDA, will fully and finally release the Released Parties from all claims for civil penalties under PAGA that were alleged, or reasonably could have been alleged, based on the allegations asserted in the Operative Complaint and PAGA Notice to the LWDA, including Labor Code sections 201, 202, 203, 204, 226, 226.7, 229, 510, 512, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698, 2699 *et seq.*, 2800, and 2802, and applicable IWC Wage Orders, and any resulting claim for attorneys' fees and costs under PAGA ("Released PAGA Claims"). Aggrieved Employees' Released PAGA Claims are limited to the PAGA Period.
- F. MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.
1. Defendant's Declaration in Support of Preliminary Approval. Within ten (10) calendar days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel signed declarations from Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their declarations, Defense Counsel and Defendant shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected

by the Settlement.

2. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (A) draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and request for approval of the PAGA Settlement under Labor Code section 2699, subd. (f)(2)); (b) draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (c) draft proposed Class Notice; (d) signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (e) signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and Administrator; (f) signed declaration from Class Counsel attesting to their competency to represent the Class Members; timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (g) all facts relevant to any actual or potential conflict of interest with Class Members and Administrator. In their declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
3. Responsibilities of Counsel. Class Counsel will be responsible for preparing the Motion for Preliminary Approval. Class Counsel shall provide a draft of the Motion for Preliminary Approval to Defense Counsel not later than seven (7) calendar days prior to filing the Motion for Preliminary Approval. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than thirty (30) calendar days after the full execution of this Agreement, obtaining a prompt hearing date for the Motion for Preliminary Approval, and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

///
///
///

G. SETTLEMENT ADMINISTRATION.

1. Selection of Administrator. The Parties have jointly selected Phoenix Class Action Administration Solutions to serve as the Administrator and verified that, as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses Payment. The Parties and their counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating and remitting Employer Paid Taxes and Employee Paid Taxes and providing reports to the state and federal tax authorities.
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.
4. Notice to Class Members.
 - a. 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 PAGA Pay Periods in the Class Data.
 - b. Using best efforts to perform as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via First Class USPS Mail, the Class Notice 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.
 - c. Not later than three (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 a second time.

///

- d. The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) calendar days beyond the sixty (60) calendar days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- e. If the Administrator, Defendant, Defense Counsel, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone or email, and in good faith, to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) calendar days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

5. Requests for Exclusion (Opt-Outs).

- a. Class Members who wish to exclude themselves (opt out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than sixty (60) calendar days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's full name, present address, email address or telephone number, approximate dates of employment, Social Security Number for verification purposes, and simple statement electing to be excluded from the Settlement. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- b. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

///

///

- c. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Released Class Claims under Paragraphs E.2 and E.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
 - d. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph E.3 of this Agreement and are eligible for an Individual PAGA Payment. There is no exclusion from the PAGA component of the Settlement.
6. Challenges to Calculation of Workweeks and PAGA Pay Periods. Each Class Member shall have sixty (60) calendar days after the Administrator mails the Class Notice (plus an additional 14 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 fax, email, or 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 Class Workweeks and PAGA Pay Periods 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 Class Workweeks and/or PAGA 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 Class Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel along with its determination regarding the challenges.
7. Objections to Settlement.
- a. 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 Payments. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.
 - b. Participating Class Members may send written objections to the Administrator by fax, email, or mail. The written objection must: (i) indicate what the Class Member is objecting to; (ii) why the Class Member is objecting; (iii) any fact that support the objection; and (iv) include the Class Member's full name, present address, email address or telephone number, and approximate dates of employment.

- c. Alternatively, 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 sixty (60) calendar days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).
8. 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.
- a. Website, Email Address, and Toll-Free Number. The Administrator will establish and 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, Preliminary Approval, Class Notice, Motion for Final Approval, Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payments, Final Approval, and Judgment. The Administrator will also maintain and monitor an email address and toll-free telephone number to receive Class Member calls, faxes, and emails.
 - b. 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 five (5) calendar 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 the: (i) names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (ii) names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion from this Settlement submitted (whether valid or invalid).
 - c. 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: (i) Class Notices mailed or re-mailed; (ii) Class Notices returned undelivered; (iii) Requests for Exclusion (whether valid or invalid) received; (iv) objections received; (v) challenges to Class Workweeks and/or PAGA Pay Periods received and/or resolved; and (vi) checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
 - d. 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 Class Workweeks and/or PAGA Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

- e. Administrator's Declaration. Not later than sixteen (16) court days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to: (i) its mailing of Class Notice; (ii) Class Notices returned as undelivered; (iii) re-mailing of Class Notices; (iv) attempts to locate Class Members; (v) total number of Requests for Exclusion received (both valid or invalid); (vi) number of written objections received; and (vii) Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.
- f. Final Report by Settlement Administrator. Within ten (10) calendar days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) calendar days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

H. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE. Based on its records, Defendant estimates that, as of August 18, 2023, (1) there are 303 Class Members and 25,723 Workweeks between the start of the Class Period and August 18, 2023 (the date of mediation and the date this data was pulled by Defendant); and (2) there were 164 Aggrieved Employees who worked 5,131 Pay Periods between the start of the PAGA Period and September 14, 2023. If it is determined that the number of Workweeks during the Class Period exceeds 27,500 Workweeks (25,000 plus 10% of 25,000), then Defendant may elect to either: (1) end the Class Period on the date on which the number of Workweeks reached 27,500; or (2) increase the Gross Settlement Amount in proportion to the increased percentage – for example, if such increase in workweeks is fifteen percent (15%) over 25,000 Workweeks, the Gross Settlement Amount will increase by five percent (5%).

I. DEFENDANT'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds five percent (5%) of the total of all Class Members, Defendant may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement provided that Defendant will remain responsible for paying all administration expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than fourteen (14) calendar days after the Response Deadline. Late elections will have no effect. If Defendant nullifies the Settlement, it will pay administration expenses to date.

///

J. MOTION FOR FINAL APPROVAL. Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will file in Court a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), Proposed Final Approval Order, and proposed Judgment (collectively “Motion for Final Approval”). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than seven (7) calendar days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone or email, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this Paragraph.
3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties’ obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
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

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 Payments 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.

K. 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 and a proposed amended judgment.

L. ADDITIONAL PROVISIONS.

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 Plaintiffs 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 Plaintiffs reserve 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 and this Agreement).
2. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendant, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (a) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (b) counsel in a related matter or in a matter with a common defendant; (c) to the extent necessary to report income to appropriate taxing authorities; (d) in response to a court order or subpoena; (e) in response to an inquiry or subpoena issued by a state or federal government agency; (f) to settlement administrators for the purpose of seeking bids to administer the settlement, willingness, competency and qualifications to act as an administrator; or (g) to a judicial court, and/or the LWDA. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other

communication, before the filing of the Motion for Preliminary Approval, with any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that “the matter was resolved,” or words to that effect, other than as permitted by the seven (7) exceptions outlined in this Paragraph. Plaintiffs and Class Counsel further agree not to use the logos or trademarks of Released Parties for advertising purposes. This Paragraph does not restrict Class Counsel’s communications with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

3. No Solicitation. The Parties separately agree that they and their counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Class Counsel shall not at any time list or publicize the Action or Settlement on its website or any advertising material. Nothing in this Paragraph shall be construed to restrict Class Counsel’s ability to communicate with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.
4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibit shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence, and submitting supplementing points and authorities as requested by the Court. If the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
7. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
8. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

///
///

9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
11. Applicable Law. All terms and conditions of this Agreement and its exhibit will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.
12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
14. Use and Return of Class and Mediation Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than ninety (90) calendar days after the date when the Court discharges the Administrator's obligation to provide a declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Class Data received from Defendant. Notwithstanding the foregoing in this Paragraph, Class Counsel may retain one copy for Class Counsel's file.
15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. If any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs: DOUGLAS HAN (SBN 232858)
SHUNT TATAVOS-GHARAJEH (SBN 272164)
HALINA E. SZYMANSKI (SBN 341183)
JUSTICE LAW CORPORATION

751 N. Fair Oaks Avenue, Suite 101
Pasadena, California 91103
Telephone: (818) 230-7502
Facsimile: (818) 230-7259
Email: dhan@justicelawcorp.com
statavos@justicelawcorp.com
hszymanski@justicelawcorp.com

To Defendant: ADAM R. ROSENTHAL (SBN 246722)
GABRIELLA R. ALBRIGHT (SBN 326201)
LUKE J. BICKEL (SBN 341210)
SHEPPARD, MULLIN, RICHTER AND HAMPTON LLP
12275 El Camino Real, Suite 100
San Diego, California 92130-4092
Telephone: (858) 720-8900
Facsimile: (858) 509-3691
Email: ARosenthal@sheppardmullin.com
GAlbright@sheppardmullin.com
LBickel@sheppardmullin.com

18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (*i.e.*, DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

[Remainder of the page intentionally left blank]

Dated: 10/10/2023

Raul Sarinana

By: 

Dated: _____

Rodolfo Sanchez

By: _____

Dated: October 10, 2023

Justice Law Corporation [Approving as to Form Only]

By: 
Douglas Han, Esq.
Shunt Tatavos-Gharajeh, Esq.
Halina Szymanski, Esq.
Attorneys for Plaintiff

Dated: _____

M.A.T. Parcel Express, Inc. d/b/a MAT Express

By: _____
On behalf of M.A.T. Parcel Express, Inc. d/b/a MAT Express

Dated: _____

Sheppard, Mullin, Richter and Hampton LLP [Approving as to Form Only]

By: _____
Adam R. Rosenthal, Esq.
Gabriella R. Albright, Esq.
Luke J. Bickel, Esq.
Attorneys for Defendant

Dated: _____

Raul Sarinana

By: _____

Dated: 10/09/2023

Rodolfo Sanchez

By:  _____

Dated: _____

Justice Law Corporation [Approving as to Form Only]

By: _____
Douglas Han, Esq.
Shunt Tatavos-Gharajeh, Esq.
Halina Szymanski, Esq.
Attorneys for Plaintiff

Dated: _____

M.A.T. Parcel Express, Inc. d/b/a MAT Express

By: _____
On behalf of M.A.T. Parcel Express, Inc. d/b/a MAT Express

Dated: _____

Sheppard, Mullin, Richter and Hampton LLP [Approving as to Form Only]

By: _____
Adam R. Rosenthal, Esq.
Gabriella R. Albright, Esq.
Luke J. Bickel, Esq.
Attorneys for Defendant

Dated: _____

Raul Sarinana

By: _____

Dated: _____

Rodolfo Sanchez

By: _____

Dated: _____

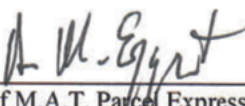
Justice Law Corporation [Approving as to Form Only]

By: _____

Douglas Han, Esq.
Shunt Tatavos-Gharajeh, Esq.
Halina Szymanski, Esq.
Attorneys for Plaintiff

Dated: 10/17/2023

M.A.T. Parcel Express, Inc. d/b/a MAT Express

By: 
On behalf of M.A.T. Parcel Express, Inc. d/b/a MAT Express

Dated: 10/17/2023

Sheppard, Mullin, Richter and Hampton LLP [Approving as to Form Only]

By: 
Adam R. Rosenthal, Esq.
Gabriella R. Albright, Esq.
Luke J. Bickel, Esq.
Attorneys for Defendant

EXHIBIT A

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND
HEARING DATE FOR FINAL COURT APPROVAL**

(Sarinana v. M.A.T. Parcel Express Inc. d/b/a MAT Express (Case No.: 22STCV30465))

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendant M.A.T. Parcel Express, Inc. d/b/a *MAT Express* (“Defendant”) for alleged wage and hour violations. The Action was filed by two former employees of Defendant, Plaintiff Raul Sarinana and Plaintiff Rodolfo Sanchez (“Plaintiffs”) and seeks payment of (1) wages, penalties, premiums, and interest along with other relief for all individuals who worked for Defendant as non-exempt employees in California at any time during the period from September 19, 2018 to November 30, 2023 (“Class Members” and “Class Period”); as well as (2) penalties under the Private Attorney General Act of 2004 (“PAGA”) for all individuals who worked for Defendant as non-exempt employees in California at any time during the period from September 19, 2021 to November 30, 2023 (“Aggrieved Employees” and “PAGA Period”). Class Members and Aggrieved employee excludes any former non-exempt employees who previously entered into settlement or severance agreements with Defendant.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a few factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period).

The above estimates are based on Defendant’s records showing that **you worked [REDACTED] workweeks** during the Class Period and **you worked [REDACTED] pay periods** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

///

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.
- (2) **Opt Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant. If you are an Aggrieved Employee, you remain eligible for an Individual PAGA Payment. You cannot opt out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt Out of the Class Settlement but not the PAGA Settlement The Opt Out Deadline is [REDACTED]	If you don't want to fully participate in the proposed Settlement, you can opt out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees, and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [REDACTED]	All Class Members who do not opt out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or

	Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [REDACTED]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks / PAGA Pay Periods Written Challenges Must be Submitted by [REDACTED]	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many Workweeks you worked at least one (1) day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Workweeks and number of PAGA Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [REDACTED]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendant. The Action accuses Defendant of violating California labor laws, including: (1) failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses; (2) failing to provide meal periods, rest breaks and accurate itemized wage statements; (3) for collection of due and unpaid wages, as well as associated Labor Code penalties and premiums; and (4) violation of Business & Professions Code section 17200, *et seq.* Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under Labor Code section 2698, *et seq.* (Private Attorneys General Act 2004 ("PAGA")). Plaintiffs are represented by attorneys in the Action: Douglas Han, Shunt Tatavos-Gharajeh, and Halina Szymanski of Justice Law Corporation ("Class Counsel.")

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay \$375,000 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments (including employee-side tax withholding), Individual PAGA Payments, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administration Expenses Payment, and penalties to be paid to the Labor and Workforce Development Agency (“LWDA”).
2. Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not later than fourteen (14) calendar days after the Effective Date. The Effective Date means the date by when both of the following have occurred: (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: (i) the day after the deadline for filing a notice of appeal from the Judgment; or (ii) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
3. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - a. Up to \$131,250 (35% of the Gross Settlement) to Class Counsel as the Class Counsel Fees Payment and up to \$20,000 to Class Counsel as the Class Counsel Litigation Expenses Payment. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - b. Up to \$7,500 to each Class Representative (totaling \$15,000) as the Class Representative Service Payments for filing the Action, working with Class Counsel and representing the Class. The Class Representative Service Payments will be the only monies each Plaintiff will receive other than their Individual Class Payments and any Individual PAGA Payments.
 - c. Up to \$12,000 to the Administrator for services administering the Settlement.
 - d. Up to \$20,000 for PAGA Penalties, seventy-five percent (75%) of which (\$15,000) will be allocated to the LWDA PAGA Payment and twenty-five percent (25%) of which (\$5,000) will be allocated to the Individual PAGA Payments to the Aggrieved Employees based on their PAGA Pay Periods.

4. Right to Object. Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.
5. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (“Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Workweeks.
6. Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court to approve an allocation of twenty percent (20%) of each Individual Class Payment to the settlement of wage claims (“Wage Portion”) and eighty percent (80%) to the settlement of claims for interest and penalties (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS Form W-2. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and Non-Wage Portions of the Individual Class Payments on IRS Form 1099.
 - a. Although Plaintiffs and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.
7. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.
8. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing no later than [REDACTED] that you wish to opt out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by [REDACTED]. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s full name, present address, email address or telephone number, approximate dates of employment, Social Security Number for verification purposes, and simple statement electing to be excluded from the Settlement. Excluded Class Members (*i.e.*, Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Defendant.

- a. You cannot opt out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.
9. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void, Defendant will not pay any money, and Class Members will not release any claims against Defendant.
10. Administrator. The Court has appointed a neutral company, Phoenix Class Action Administration Solutions (“Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion and objections. The Administrator will also decide Class Member Challenges over Workweeks and/or PAGA Pay Periods, mail and remail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
11. Participating Class Members’ Release. After the Judgment is final and Defendant has fully funded the Gross Settlement, and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement. The Participating Class Members will be bound by the following release:
 - a. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims, rights, demands, liabilities, penalties, wages, and causes of action, arising from, or related to, or that were pled, or that could have reasonably been pled, based on the facts and allegations in the Operative Complaint in the Action during the Class Period (“Released Class Claims”). This includes: (i) all claims for unpaid wages (including, but not limited to, claims under the Labor Code, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest); (ii) failure to pay wages under the Fair Labor Standards Act, 29 USC section 201, *et seq.*; (iii) calculation of the regular rate of pay; time/clock rounding; (iv) reporting time pay; (v) on-call pay; (vi) travel time pay; (vii) failure to pay wages at least twice each calendar month; (viii) missed, short, late, incomplete, or otherwise noncompliant meal periods and rest-periods; (ix) missed meal periods and rest-periods wages; (x) calculation of meal and rest period premiums at the regular rate of pay; (xi) improper meal period waivers; (xii) failure to authorize and permit recovery periods; (xiii) provision of sick leave,

calculation of sick leave pay, and payment of sick leave; (xiv) payment for all hours worked, including off-the-clock work (preliminary work, postliminary work, and other purported times a Class Member is performing otherwise compensable work, but was not paid for such work); (xv) improper wage statements; (xvi) failure to keep accurate records; (xvii) failure to issue semimonthly payments; (xviii) failure to pay timely wages; (xix) failure to pay final wages; (xx) reimbursement for all necessary business expenses; (xxi) payment for all hours worked, including off-the-clock work; (xxii) unfair business practices; (xxiii) penalties, including, but not limited to, recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; (xxiv) statutory and civil penalties related to any of the Released Class Claims; (xxv) unfair competition; and (xxvi) attorneys' fees and costs; all claims related to the Released Class Claims arising under: the Labor Code (including, but not limited to, sections 201, 202, 203, 204, 226, 226.7, 229, 510, 512, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2800, and 2802); Wage Orders of the Industrial Welfare Commission; Business and Professions Code section 17200, *et seq.*; Civil Code, to include but not limited to, sections 3287, 3336 and 3294; 12 CCR section 11040; 8 CCR section 11060; Code of Civil Procedure section 1021.5; common law of contract; FLSA, 29 U.S.C. section 201, *et seq.*; federal common law; and all wage and hour regulations as propounded by the California and federal Department of Transportation and Federal Motor Carrier Safety Administration.

12. Aggrieved Employees' PAGA Release. After the Court's judgment is final and Defendant has fully funded the Gross Settlement, and separately paid all employer payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement. The Aggrieved Employees will be bound by the following release:
 - a. All Aggrieved Employees, including those who timely and effectively exclude themselves from the Released Class Claims, shall nevertheless be bound by the Released PAGA Claims and shall receive a pro rata portion of twenty-five percent (25%) of the PAGA Penalties. All Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, State of California, and LWDA, will fully and finally release the Released Parties from all claims for civil penalties under PAGA that were alleged, or reasonably could have been alleged, based on the allegations asserted in the Operative Complaint and PAGA Notice to the LWDA, including Labor Code sections 201, 202, 203, 204, 226, 226.7, 229, 510, 512, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698, 2699 *et seq.*, 2800, and 2802, and applicable IWC Wage Orders, and any resulting claim for attorneys' fees and costs under PAGA. Aggrieved Employees' Released PAGA Claims are limited to the PAGA Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments 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 the number of Workweeks worked by each individual Participating Class Member during the Class Period.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by: (a) dividing \$5,000 by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period; and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee during the PAGA Period.
3. Workweek/PAGA Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated on the first page of this Notice. You have until [REDACTED] to challenge the number of Workweeks and/or PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email, or fax. Section 9 of this Notice has the Administrator's contact information.
 - a. You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or PAGA Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or PAGA Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (*i.e.*, every Class Member who doesn't opt out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (*i.e.*, every Non-Participating Class Member).
3. **Your check will be sent to the same address as in this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.**

6. HOW DO I OPT OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your full name, present address, email address or telephone number, approximate dates of employment, Social Security Number for verification purposes, and simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Sarinana v. M.A.T. Parcel Express Inc. d/b/a MAT Express* (Case No.: 22STCV30465), and include your identifying information (full name, present address, email address or telephone number, approximate dates of employment, and Social Security Number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [REDACTED], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to approve. At least sixteen (16) court days before the [REDACTED] Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court: (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair; and (2) a Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payments stating: (a) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (b) the amount Plaintiffs are requesting as the Class Representative Service Payments. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view these documents on the Administrator's website [REDACTED] or the Court's website <http://www.lacourt.org/casesummary/ui/index.aspx>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payments may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is [REDACTED].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Sarinana v. M.A.T. Parcel Express Inc. d/b/a MAT Express* and include your full name, present address, email address or telephone number, approximate dates of employment, and signature. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] in Department 17 of the Los Angeles Superior Court (Spring Street Courthouse) located at 312 North Spring Street, Los Angeles, California 90012. At the Final Approval Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and Administrator. The Court will invite comments from objectors, Class Counsel and Defense Counsel before deciding. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [REDACTED] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Settlement Agreement sets forth everything the Parties have promised to do under the Settlement Agreement. The easiest way to read the Settlement Agreement, Judgment, or any other Settlement documents is to go to Administrator's website at [REDACTED]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below or consult the Court's website by going to <http://www.lacourt.org/casesummary/ui/index.aspx> and entering Case No. 22STCV30465. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

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

Class Counsel:

Name of Attorney: Douglas Han, Shunt Tatavos-Gharajeh, and Halina Szymanski

Email Address: ghan@justicelawcorp.com; statavos@justicelawcorp.com;

hszymanski@justicelawcorp.com

Name of Firm: **Justice Law Corporation**

Mailing Address: 751 N. Fair Oaks Avenue, Suite 101, Pasadena, California 91103

Telephone: (818) 230-7502

Facsimile: (818) 230-7259

Settlement Administrator:

Name of Company: [REDACTED]

Email Address: [REDACTED]

Mailing Address: [REDACTED]

Telephone: [REDACTED]

Fax Number: [REDACTED]

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it if you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the California Controller's Unclaimed Property Fund at https://www.sco.ca.gov/search_upd.html for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

**PROOF OF SERVICE
1013A(3) CCP**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is manderson@justicelawcorp.com

On December 15, 2023, I served the foregoing document described as

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

for the following case: **Sarinana, et al. v. M.A.T Parcel Express, Inc. d/b/a MAT Express**

LWDA/Court Case No.: **LWDA Case No.: CM-980936-23**

Court Case No.: 22STCV30465

Los Angeles County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California

Labor & Workforce Development Agency

800 Capitol Mall, MIC-55

Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on December 15, 2023, at Pasadena, California.



Mariah Anderson