

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Terry Nelson (“Plaintiff”) and Penske Logistics LLC (“Defendant” or “Penske”). The Agreement refers to Plaintiff and Defendant collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

- 1.1. “Action” collectively means the Plaintiff’s Class Action lawsuit alleging wage and hour violations against Defendant captioned *Terry Nelson v. Penske Logistics LLC*, United States District Court for the Eastern District of California, Case No. 2:23-CV-02756-DJC-CSK (the “*Nelson* Class Action”), and Plaintiff’s PAGA Action lawsuit alleging wage and hour violations against Defendant captioned *Terry Nelson v. Penske Logistics LLC*, Superior Court of the State of California, County of San Joaquin, Case No. STK-CV-UOE-2024-0001484 (the “*Nelson* PAGA Action”).
- 1.2. “Administrator” means Apex Class Action LLC, the neutral third-party entity the Parties have agreed to appoint to administer the Settlement, subject to Court approval.
- 1.3. “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.
- 1.4. “Aggrieved Employees” means all current and former employees, except salaried managers, who worked for Defendant in California during the PAGA Period.
- 1.5. Amended PAGA Notice means Plaintiff Terry Nelson’s January 23, 2026 amended letter to Defendant and the LWDA.
- 1.6. “Class” means all current and former employees, except salaried managers, who worked for Defendant in California during the Class Period.
- 1.7. “Class Counsel” means Ben Travis of Ben Travis Law, APC.

- 1.8. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all work in connection with mediation and Settlement, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.
- 1.9. “Class Data” means the following Class Member identifying information, if in Defendant’s possession: the Class Member’s full name; last-known mailing address; social security number; the number of Workweeks worked during the Class Period; and the number of PAGA Pay Periods worked during the PAGA Period.
- 1.10. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.11. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database and skip traces.
- 1.12. “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 the form, without material variation, attached as **Exhibit A** to this Agreement.
- 1.13. “Class Period” means April 7, 2022, through February 28, 2026.
- 1.14. “Class Representative” means Terry Nelson, who is the named Plaintiff in the Action seeking Court approval to serve as the Class Representative.
- 1.15. “Class Representative Service Payment” means the service payment made to Terry Nelson as the Class Representative in order to compensate him for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant’s expenses, and for providing the general release of all claims.
- 1.16. “Consolidated Complaint” means the First Amended Complaint filed in the *Nelson* PAGA Action in accordance with Paragraph 3.1 herein, and which

consolidates all of the claims and causes of action to be settled as part of this Agreement into one lawsuit for purposes of this Settlement.

- 1.17. “Court” means the Superior Court of California, County of San Joaquin.
- 1.18. “Defense Counsel” means Aaron Winn and Brittany Ranelli of Greenberg Traurig, LLP.
- 1.19. “Effective Date” means the date by which 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 on the day after the deadline for filing a notice of appeal from the Judgment, or if a timely appeal(s) from the Judgment is filed, the day after the highest appellate court to which an appeal can be taken affirms the Judgment or if remanded, the day after the deadline for filing a notice of appeal following any further proceedings at the Court after remand, provided however that if a further appeal is filed, the provisions of this paragraph regarding timely appeals shall apply.
- 1.20. “Final Approval” means the Court’s order granting final approval of the Settlement and entering Judgment in accordance with the terms of this Agreement.
- 1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement, grant final approval, and enter the Judgment.
- 1.22. “Gross Settlement Amount” means One Million and Fifty Thousand Dollars (\$1,050,000), which is the total amount to be paid by Defendant as provided by this Agreement except for the employer’s share of payroll taxes. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, the Class Representative Service Payment, and the Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages, which shall not be paid from the Gross Settlement Amount and shall be the separate, additional obligation of Defendant.

- 1.23. "Individual Class Payment" means each Participating Class Member's *pro rata* share of the Net Settlement Amount calculated according to the number of Workweeks worked by the Participating Class Member during the Class Period.
- 1.24. "Individual PAGA Payment" means each Aggrieved Employee's *pro rata* share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked by the Aggrieved Employee during the PAGA Period.
- 1.25. "Judgment" means the judgment to be entered by the Court based upon Final Approval of the Settlement in accordance with the terms of this Agreement.
- 1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled under Labor Code section 2699, subd. (i).
- 1.27. "LWDA PAGA Payment" means 75% of the PAGA Penalties to be paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. "Non-Participating Class Member" means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator pursuant to Paragraph 9.5 of this Agreement.
- 1.30. "PAGA Pay Period" means any pay period during which an Aggrieved Employee performed work for Defendant on at least one shift during the PAGA Period.
- 1.31. "PAGA Period" means November 29, 2022 through February 28, 2026.
- 1.32. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698 et seq.).

- 1.33. "PAGA Notice" means Plaintiff Terry Nelson's November 29, 2023 letter to Defendant and the LWDA.
- 1.34. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$100,000), 25% of which (\$25,000) will be allocated to the Aggrieved Employees, and the remaining 75% of which (\$75,000) will be allocated to the LWDA.
- 1.35. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.36. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.
- 1.37. "Released Class Claims" means: all claims for relief pled or which could have been pled, whether known or unknown, that reasonably arise out of the same set of operative facts or are reasonably related to the allegations made at any time in the Action, arising at any time during the Class Period, *i.e.*, failure to pay sick leave, failure to pay overtime and double time wages, failure to pay minimum wage, failure to pay vacation and holiday wages, failure to pay wages at the correct rates, failure to provide meal and rest breaks, failure to pay all wages, failure to reimburse business expenses, failure to provide accurate itemized wage statements, failure to keep accurate records, failure to timely pay all wages during employment and upon separation, maintenance of an illegal quota, and unlawful competition which include but are not limited to violations of California Labor Code sections 200, 201, 201.3, 202, 203, 204, 204.1, 204.2, 210, 218, 218.5, 218.6, 221-223, 225.5, 226, 226.2, 226.3, 226.7, 227.3, 245-249, 256, 500, 510, 512, 558, 558.1, 1021.5, 1174, 1174.5, 1175, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2101-2103, 2698 et seq., 2800, 2802-2804, and the applicable Wage Order(s), and violations of California Business & Professions Code section 17200 et seq.
- 1.38. "Released PAGA Claims" means: all claims for civil penalties under the PAGA which are pled, or which could have been pled, whether known or unknown, that reasonably arise out of the same set of operative facts or are reasonably related to the PAGA allegations made at any time in the Action and the Amended PAGA Notice, arising at any time during the PAGA Period *i.e.*, failure to pay sick leave, failure to pay overtime and double time wages, failure to pay minimum wage, failure to pay vacation and holiday wages, failure to pay wages at the correct rates, failure to provide meal and rest breaks, failure to pay all wages, failure to reimburse business expenses, failure to provide accurate itemized wage statements, failure to keep accurate

records, failure to timely pay all wages during employment and upon separation, and maintenance of an illegal quota, which include but are not limited to violations of California Labor Code sections 200, 201, 201.3, 202, 203, 204, 204.1, 204.2, 210, 218, 218.5, 218.6, 221-223, 225.5, 226, 226.2, 226.3, 226.7, 227.3, 245-249, 256, 500, 510, 512, 558, 558.1, 1021.5, 1174, 1174.5, 1175, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2101-2103, 2698 et seq., 2800, 2802-2804, and the applicable Wage Order(s).

- 1.39. “Released Parties” means Defendant along with each of its current and former subsidiaries, parent corporations, affiliates, predecessors, insurers, agents, employees, successors, assigns, officers, officials, directors, employers, attorneys, personal representatives, executors, and shareholders, including their respective pension, profit, sharing, savings, health, and other employee benefit plans of any nature, the successors of such plans, and those plans’ respective current or former trustees and administrators, agents, employees, and fiduciaries, as well as the personal representatives or executors of any such persons, including but not limited to, Penske Truck Leasing Co. L.P.
- 1.40. “Request for Exclusion” means a Class Member’s timely and valid submission of a written request to be excluded from the Class Settlement, signed by the Class Member, as provided in this Agreement.
- 1.41. “Response Deadline” means the last date on which Class Members may: (a) submit a Request for Exclusion from the Settlement; or (b) submit an Objection to the Settlement. Class Members to whom the Class Notice is resent after having been returned undeliverable to the Administrator shall have their Response Deadline extended an additional fourteen (14) days.
- 1.42. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.43. “Workweek” means any week during which a Participating Class Member performed services for Defendant as a Class Member for at least one day.

2. RECITALS

The Nelson Class Action

- 2.1. On November 27, 2023, Plaintiff commenced the *Nelson* Class Action by filing a class action Complaint against Defendant Penske Logistics LLC in the United States District Court for the Eastern District of California. Plaintiff’s Complaint asserted class claims for: (1) failure to accurately

calculate the regular rate of pay and pay all wages; (2) failure to provide meal periods; (3) failure to provide rest breaks; (4) failure to reimburse business expenses; (5) failure to provide accurate itemized wage statements; (6) failure to timely pay all wages; (7) failure to comply with quota laws; and (8) violation of unfair competition.

2.2. On January 22, 2024, Plaintiff filed a First Amended Complaint in the *Nelson* Class Action.

2.3. On March 28, 2025, Plaintiff filed his Motion for Class Certification.

The *Nelson* PAGA Action

2.4. On November 29, 2023, Plaintiff provided notice to Defendant and the LWDA of his intent to seek civil penalties for alleged violations of the California Labor Code.

2.5. On February 6, 2024, Plaintiff filed a PAGA action Complaint against Defendant Penske Logistics LLC in the Superior Court of California, County of San Joaquin. Plaintiff's PAGA Complaint seeks penalties for alleged violations of the California Labor Code including: (1) failure to accurately calculate the regular rate of pay and pay all wages; (2) failure to provide meal periods; (3) failure to provide rest breaks; (4) failure to reimburse business expenses; (5) failure to provide accurate itemized wage statements; (6) failure to timely pay all wages; and (7) failure to comply with quota laws.

2.6. On April 10, 2024, the Court granted the Parties' joint stipulation and stayed this case pending the resolution of the *Nelson* Class Action.

Mediation and Settlement

2.7. On July 29, 2025, the Parties participated in an all-day mediation presided over by Steve Pearl, a respected mediator of wage and hour representative and class actions. During the mediation, each Party was represented by its respective counsel.

2.8. Following the mediation, the Parties continued their settlement discussions and exchanged additional information and data and were able to reach a settlement in principle around October 20, 2025. This Agreement replaces and supersedes any other agreements, understandings, or representations between the Parties.

2.9. Prior to agreeing to a settlement, Plaintiff obtained sufficient documents and information in formal and informal discovery and in their counsels' investigations to adequately investigate the claims such that Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.10. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended to be or will be construed as an admission by Defendant that the claims in the Action by the Plaintiff, the Class, or any Aggrieved Employees have merit or that Defendant bears any liability to Plaintiff, the Class, or any Aggrieved Employees on the claims in the Action or any other claims, or as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree to conditional certification of the Class for purposes of this Settlement only and Defendant retains all objections to class certification other than for purposes of settlement. If for any reason the Court does not grant Final Approval of the Settlement, the Class will no longer be conditionally certified and each case will return back to its original state as if no settlement had been reached. Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims and to class certification in the Action.

3. FILING OF THE CONSOLIDATED COMPLAINT

3.1. Amended Complaint. For settlement purposes only, Plaintiff has filed a Consolidated Complaint in the *Nelson* PAGA Action. The Consolidated Complaint amends the *Nelson* PAGA Action to include all of the respective class and PAGA claims and allegations in the Action and in any PAGA letters submitted by Plaintiff to the LWDA, as well as, all claims that were negotiated and are to be settled through this Agreement.

4. MONETARY TERMS

4.1. Gross Settlement Amount. Except as otherwise provided in this Paragraph 4.1 and Paragraph 5.1, Defendant will pay no more than \$1,050,000 (one million and fifty thousand dollars and zero cents) as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this Settlement unless Defendant exercises its option to extend the end date of the Class Period through the date of Preliminary Approval or another date agreed to by the Parties as provided in Paragraph 5.1. The Gross Settlement Amount excludes any employer-side payroll taxes on the portion of the Individual

Class Payments allocated to wages, which shall be separately paid by Defendant to the Administrator. Defendant has no obligation to pay the Gross Settlement Amount (or any employer's side payroll taxes) prior to the deadline stated in Paragraph 5.3 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. In no event shall Defendant be required to pay more than the Gross Settlement Amount (and any employer's side payroll taxes) under this Agreement.

4.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, and subject to final approval by the Court, the Administrator will make the following payments out of the Gross Settlement Amount, in the amounts specified by the Court in its order granting Final Approval. The Settlement is not contingent on the payment of any of the following awards. In other words, the Court's decision to award any of the following payments and the amount of those awards, if any, shall not affect the enforceability of the remainder of the Settlement.

(a) To Plaintiff: Class Representative Service Payment to Nelson of not more than \$10,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member), subject to the Court's approval. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payment not later than twenty-one (21) days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. This Settlement is not contingent on the approval of the Class Representative Service Payment. The Administrator will report the Class Representative Service Payment to Plaintiff using an IRS Form 1099. Plaintiff assumes full responsibility and liability for any taxes owed on the Class Representative Service Payment.

(b) To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$350,000, and a Class Counsel Litigation Expenses Payment of not more than \$50,000. Defendant takes no position on the requests for these payments provided they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment not later than twenty-one (21) days prior to

the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. This Settlement is not contingent on the award of Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment. The Administrator will report the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment to Class Counsel using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division, taxation, or sharing of any of these payments.

- (c) To the Administrator: An Administration Expenses Payment not to exceed \$22,350 except for a showing of good cause and as approved by the Court. The Parties agree that the actual Administration Expenses Payment shall not exceed that Court-approved figure unless the Court approves a request for additional Administration Expenses Payment. To the extent the Administration Expenses Payment is less, or the Court approves an Administration Expenses Payment less than \$22,350, the Administrator will allocate the remainder to the Net Settlement Amount.
- (d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$100,000 to be paid from the Gross Settlement Amount, with 75% (\$75,000) allocated to the LWDA PAGA Payment and 25% (\$25,000) allocated to the Individual PAGA Payments.
 - i. The Administrator will calculate each Individual PAGA Payment by: allocating \$25,000 to the Aggrieved Employees, which shall be apportioned *pro rata* to each Aggrieved Employee by dividing \$25,000 by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and then multiplying by the number of PAGA Pay Periods that the Aggrieved Employee worked 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.
 - iii. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms as required.
- (e) To Each Participating Class Member: An Individual Class Payment calculated as follows: the Net Settlement Amount shall be allocated to the Participating Class Members by dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and then multiplying by the number of Workweeks worked by the Participating Class Member during the Class Period.
- i. Tax Allocation of Individual Class Payments. Twenty percent (20%) of the Individual Class Payment to each Participating Class Member will be allocated to settlement of claims for non-wages, interest and penalties (the “Non-Wage Portion”). The Non-Wage Portion is not subject to wage withholdings and will be reported on an IRS 1099 Form to each Participating Class Member if required. Eighty percent (80%) of each Participating Class Member’s Individual Class Payment will be allocated to settlement of wage claims (the “Wage Portion”). The Wage Portion is subject to tax withholding and will be reported on an IRS W-2 Form. Participating Class Members assume full responsibility and liability for any employee 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.

5. SETTLEMENT FUNDING

- 5.1. Class Workweeks and Aggrieved Employee PAGA Pay Periods; Option to Increase Gross Settlement Amount. Based on records kept in the ordinary course of business, Defendant estimates that, as of February 28, 2026, there are roughly 2,621 Class Members who worked approximately 200,089 Workweeks. Accordingly, the settlement value of each Workweek is \$5.25 (the “Workweek Settlement Value”). Defendant may, but is in no way required to,

extend the end date of the Class Period through a future date agreed to by the Parties, by increasing the Gross Settlement Amount by the Workweek Settlement Value of the additional Workweeks worked after the original end date of the class period. For example, if an additional 10,000 Workweeks were worked from February 28, 2026 (the original end date of the Class Period) through the new proposed class period end date, Defendant may exercise its right under this paragraph to extend the Class Period end date through the agreed upon date by increasing the Gross Settlement Amount by \$52,500 (\$5.25 [the Workweek Settlement Value] x 10,000 Workweeks). To exercise its option under this paragraph, Defendant must provide notice to Class Counsel at least ten (10) days before Plaintiff's motion for preliminary approval must be filed with the Court. The Parties will thereafter work cooperatively to revise the draft motion for preliminary approval papers to reflect the increase in the Gross Settlement Amount and dependent terms.

5.2. Class Data. Not later than thirty (30) 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. 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.

5.3. Funding of the Gross Settlement Amount. Defendant shall pay the Gross Settlement Amount to the QSF within thirty (30) days of the Effective Date. The Administrator will calculate the amount for the employer's share of taxes and Defendant will pay that amount to a separate account maintained by the Administrator within thirty (30) days of receiving the calculation from the Administrator.

6. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

6.1. Within fourteen (14) days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the

Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.

- 6.2. The Administrator will issue checks for the Individual Class Payments and Individual PAGA Payments and send them to the Participating Class Members and Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the “void date,” which is one hundred and eighty (180) days after the date of mailing, when the check will be voided if not cashed, deposited, or otherwise negotiated. Before checks are mailed, the Administrator shall update address information through the National Change of Address database. The Administrator will cancel all checks not cashed, deposited, or negotiated by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members to the most updated address available to the Administrator (including addresses updated in accordance with Section 9.1). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees, including Non-Participating Class Members who qualify as Aggrieved Employees, to the most updated address available to the Administrator (including addresses updated in accordance with Section 9.1). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. If a Participating Class Member’s or Aggrieved Employee’s check is not cashed, deposited, or negotiated within one hundred and twenty (120) days after the last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed, deposited, or negotiated by the void date, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed, deposited, or negotiated.
- 6.3. The Administrator must conduct a Class Member Address Search for all other Participating Class Members and Aggrieved Employees whose checks are returned undelivered without a USPS forwarding address. Within seven (7) 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 Participating Class Members and Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Participating Class Member or Aggrieved Employee whose original check was lost or misplaced, if requested by the Participating Class Member or Aggrieved Employee prior to the void date.

6.4. For any Participating Class Member or Aggrieved Employee 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 Participating Class Member or Aggrieved Employee, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

6.5. The Individual Class Payments made to Participating Class Members, Individual PAGA Payments made to Aggrieved Employees, Class Representative Service Payment made to the Class Representative as well as any other payments made pursuant to this Agreement, shall not be utilized to calculate any additional benefits under any benefit plans to which any Participating Class Members or Aggrieved Employees may be eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plans. Rather, it is the Parties' intention that this Settlement will not affect any rights, contributions, or amounts to which any Participating Class Members and Aggrieved Employees may be entitled under any benefit plans.

7. RELEASE OF CLAIMS. Upon Defendant's funding of the Gross Settlement Amount, Plaintiff, Participating Class Members, Aggrieved Employees, and the LWDA will release claims against all Released Parties as follows:

7.1. Plaintiff's Release. Plaintiff and his former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties, in addition to the release given as a Participating Class Member and Aggrieved Employee, from all claims, demands, actions, causes of action, suits, damages, penalties, losses, and expenses, of any and every nature whatsoever, known or unknown, as a result of actions or omissions by Released Parties, including, without limitation claims for unpaid wages, unlawful discrimination, harassment, or failure to accommodate and any other claims related to the terms and conditions of his employment with Defendant, including all claims under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Fair Labor Standards Act, the National Labor Relations Act, the California Fair Employment and Housing Act, the California Labor Code, the California Wage and Hour Laws and the California Private Attorneys General Act and any amendments to the foregoing, or any other federal, state or local statute, rule, ordinance, or regulation, as well as any claims in equity or under common law for tort, contract or wrongful discharge. Plaintiff may hereafter discover claims or facts in addition to, or different from, those which he now

knows or believes to exist, but Plaintiff expressly agrees to fully, finally and forever settle and release any and all claims against the Released Parties, known or unknown, suspected or unsuspected, which exist or may exist on behalf of or against the other at the time of execution of this Agreement, including, but not limited to, any and all claims relating to or arising from Plaintiff's employment with Defendant and Released Parties provided, however, that nothing in this Release is intended to be a waiver by Plaintiff of claims Plaintiff may have against the Released Parties for (a) unemployment or workers' compensation benefits; (b) vested rights under ERISA-covered employee benefit plans as applicable on the date Plaintiff executes this Agreement; or (c) claims that cannot be released by private agreement.

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

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

- 7.2. 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 Released Parties from all of the Released Class Claims.

- 7.3. Release of PAGA Claims. Plaintiff, individually and as representative acting as proxies or agents of the LWDA, Aggrieved Employees, and the LWDA hereby agree to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all of the Released PAGA Claims.

8. MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND FOR APPROVAL OF PAGA SETTLEMENT

- 8.1. Motion for Preliminary Approval. Plaintiff shall prepare and file a motion for preliminary approval of class action settlement and motion for approval of

PAGA settlement (“Motion for Preliminary Approval”) that complies with the Court’s procedures and instructions and this Agreement.

8.2. Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval at least one week prior to the deadline to file such documents with the Court, including, to the extent required: (i) a draft of the notice of motion and memorandum in support; (ii) a declaration to be signed by the Administrator in support of the Motion for Preliminary Approval; (iii) a declaration to be signed by the Named Plaintiff in support of the Motion for Preliminary Approval; and; (iv) a declaration to be signed by each Class Counsel firm in support of the Motion for Preliminary Approval; and (vi) a proposed Order granting Preliminary Approval.

8.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval not later than thirty (30) days after the full execution of this Agreement; obtaining the earliest available hearing date mutually convenient for Class Counsel and Defense Counsel 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.

8.4. 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.

9. SETTLEMENT ADMINISTRATION

9.1. Selection of Administrator. The Parties have jointly selected Apex Class Action LLC (“Apex”) to serve as the Administrator, subject to Court approval, and verified that, as a condition of appointment, Apex agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. The Administrator’s duties will include preparing, printing, and mailing the Class Notice to all Class Members in English and Spanish; conducting a National

Change of Address search to update Class Member addresses before mailing the Class Notice; re-mailing the Class Notices that are returned to the Class Member's new address; setting up a toll-free telephone number, an email, and a fax number to receive communications from Class Members; receiving and reviewing completed Requests for Exclusion for validity; providing the Parties with weekly status reports about the delivery of the Class Notice and receipt of Requests for Exclusion, objections and disputes; providing copies of Requests for Exclusion and objections to Class Counsel and Defense Counsel; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Agreement; translating the Class Notice into Spanish; posting the Class Notice in English and Spanish on its website; and otherwise administering the Settlement pursuant to this Agreement. 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.

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

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

9.4. Notice to Class Members.

(a) No later than seven (7) 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, PAGA Members, 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) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class

Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

- (c) Not later than seven (7) days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- (d) The deadlines for Class Members' written objections, Challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the forty-five (45) 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, the Parties, 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, and in good faith in an effort 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) days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

9.5. 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 or mail, a signed written Request for Exclusion not later than forty-five (45) days after the Administrator initially mails the Class Notice (plus an additional fourteen (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 name, address and telephone number. To be valid, a Request for Exclusion must be timely faxed, 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 the Class Member's 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' Releases under Paragraph 7.2 of the 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 7.3 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

9.6. Challenges to Calculation of Workweeks. Each Class Member shall have forty-five (45) days after the Administrator initially mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed) to challenge the number of 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 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 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 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 Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination as to the challenges.

9.7. 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.
- (b) Participating Class Members may send written objections to the Administrator by fax or mail not later than the Response Deadline. A Participating Class Member who elects to send a written objection to the Administrator must mail or fax the objection such that it is postmarked/fax-stamped not later than forty-five (45) days after the Administrator's initial mailing of the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice was re-mailed).
- (c) Non-Participating Class Members have no right to object to any of the class action components of the Settlement. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

9.8. 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 Agreement, Motion for Preliminary Approval, the Preliminary Approval Order, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, the Final Approval Order, and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
- (b) QSF. Establish and maintain a QSF for this Settlement.

- (c) Request 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 seven (7) 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 names of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”).
- (d) Objections. Provide copies of any objections received by the administrator to Class Counsel and Defense Counsel immediately upon receipt.
- (e) Workweek and/or PAGA Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. In the event of a discrepancy between a Class Member’s claimed Workweeks and/or PAGA Pay Periods and the information shown in Defendant’s records, Defendant’s records shall control. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- (f) Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned as undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”).
- (g) Administrator’s Declaration. Not later than seven (7) days before the date by which Plaintiff is 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, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the 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.

(h) Final Report by Administrator. Within ten (10) days after the Administrator disburses all funds of 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 seven (7) 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. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least seven (7) days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

10.DEFENDANT’S RIGHT TO WITHDRAW

10.1. 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 no Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred as of the date Defendant makes this election to withdraw. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven (7) days after Defense Counsel receives the final Exclusion List from the Administrator. Invalid Requests for Exclusion will have no effect on this threshold for an election. The Parties and their counsel agree not to take any action to encourage any Class Members to opt out of and/or object to the Settlement. If Defendant withdraws, this Agreement shall be null and void and Plaintiff agrees to withdraw the First Amended Complaint and each case will return back to its original state as if no settlement had been reached.

11.MOTION FOR FINAL APPROVAL AND RESPONSE TO OBJECTIONS

11.1. Motion for Final Approval. Unless otherwise ordered by the Court, Plaintiff 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(l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven (7) days prior to

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

- 11.2. 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 seven (7) days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 11.3. 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 a Class Representative Service Payment, 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.
- 11.4. 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 under Code of Civil Procedure section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 11.5. Waiver of the Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties, their respective 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 Plaintiff's or Class Counsel's right to appeal any reduction in the Class Counsel Fees Payment below the amount Class Counsel requests. 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.
- 11.6. Denial of Final Approval or Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. In the event that the Court does not grant final

approval, or if the Court grants final approval and a 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 and Plaintiff agrees to withdraw the First Amended Complaint and each case will return back to its original state as if no settlement had been reached. The Parties shall nevertheless expeditiously work together in good faith to address the Court or the appellate court's concerns and to obtain Final Approval and entry of Judgment. An order by the Court awarding a Class Representative Service Payment or any payments to Class Counsel less than the amounts contemplated by this Agreement, or an appellate decision to vacate, reverse, or modify the Court's award of any of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

- 11.7. Effect on Effective Date. In the event that the Effective Date does not occur, this Agreement shall be deemed null, void and unenforceable and Plaintiff agrees to withdraw the First Amended Complaint and each case will return back to its original state as if no settlement had been reached. Each Party shall retain each of its respective rights as they existed as of the date of the mediation on July 29, 2025, and neither this Agreement, nor its accompanying exhibit, nor any orders entered by the Court in connection with this Agreement, shall be admissible or used for any purpose in any subsequent proceedings in the Action or in any other judicial, arbitral, administrative, investigative, or other court tribunal, forum or proceeding.

12.AMENDED JUDGMENT

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

13.ADDITIONAL PROVISIONS

- 13.1. 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 any Complaint filed in the Action has merit or that Defendant has any liability for any claims asserted; nor should it be intended or

construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or Judgment pursuant to this Agreement, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to renew his motion for class certification and to contest Defendant's defenses. The Settlement, this Agreement, and the 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).

13.2. Confidentiality Prior to Preliminary Approval. Plaintiff, 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: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in related matters; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; (5) in response to an inquiry or subpoena issued by a state or federal government agency; (6) to the Administrator; and (7) to the LWDA at or around the time the Motion for Preliminary Approval of Settlement is being filed with the Court. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, 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 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. This paragraph does not restrict (1) Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members; or (2) Defendant's ability to disclose the Settlement in filings that it is required to make with the Securities and Exchange Commission, including 10-Q and 10-K filings, or in other disclosures to investors.

13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and will not solicit any Class Member to opt

out of or object to the Settlement, or appeal from the Judgment. 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.

13.4. 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 prior or contemporaneous agreements, understandings, representations, statements, warranties, covenants, or inducements, whether oral or written and whether by a Party or such Party's legal counsel. No rights under this Agreement may be waived except in writing and signed by the Party against whom such waiver is to be enforced.

13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff 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.

13.6. 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 Agreement, submitting supplemental evidence supplementing points and authorities as requested by the Court, and taking any steps necessary to consolidate, remand, transfer, or dismiss and refile, the *Nelson* Class Action. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of mediator Steve Pearl and/or the Court for resolution.

13.7. 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 any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

13.8. Tax Advice. Neither Plaintiff, 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.

- 13.9. 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.
- 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11. Applicable Law. All terms and conditions of this Agreement and its exhibit will be governed by and interpreted according to the laws of the state of California, without regard to conflict of law principles.
- 13.12. 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.
- 13.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.14. Use and Destruction of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §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) 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, Plaintiff shall destroy all paper and electronic versions of Class Data received from Defendant and verify to Defense Counsel that such destruction has been completed.
- 13.15. Headings. The headings within this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.
- 13.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first court day thereafter.
- 13.17. 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 Plaintiff and the Class:

Ben Travis
BEN TRAVIS LAW, APC
12481 High Bluff Drive, Suite 300
San Diego, CA 92130
Telephone: (619) 353-7966
E-Mail: Ben@bentravislaw.com

To Defendant:

Aaron T. Winn
Brittany M. Ranelli
GREENBERG TRAURIG, LLP
12830 El Camino Real, Suite 350
San Diego, CA 92130
Telephone: (619) 848-2522
E-Mail:
Aaron.Winn@gtlaw.com
Brittany.Ranelli@gtlaw.com

- 13.18. 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 executed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation of the Action shall be stayed, except to effectuate the terms of this Agreement. The Parties further stipulate pursuant to Code of Civil Procedure section 583.330 that, upon the execution of this Agreement, the date to bring a case to trial under Code of Civil Procedure section 583.310 will be extended for a period of one (1) year from the date this Agreement is signed.
- 13.20. Fair Settlement. The Parties, Class Counsel, and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate

settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

EXECUTION BY PARTIES AND COUNSEL

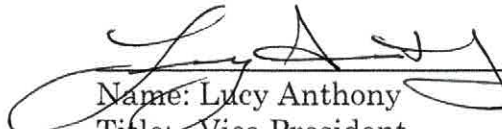
IN WITNESS WHEREOF, Plaintiff, his counsel, and Defendant have executed this Settlement Agreement as of the date(s) indicated on the lines below.

Dated: 07/28/26



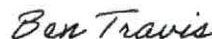
Plaintiff Terry Nelson

Dated: 8/5/26



Name: Lucy Anthony
Title: Vice President
Assistant General Counsel
Employment Law & Compliance
For Defendant Penske Logistics LLC

Dated: 07/28/26



Ben Travis
BEN TRAVIS LAW, APC
Attorney for Plaintiff

Exhibit A

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

Terry Nelson v. Penske Logistics LLC

San Joaquin County Superior Court, Case No. STK-CV-UOE-2024-0001484

The Superior Court for the State of California authorized this Notice. Read it carefully! Your legal rights may be affected by whether you act or not. It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

SUMMARY OF THIS LAWSUIT

Former employee, Terry Nelson ("Plaintiff") filed this representative lawsuit against Penske Logistics LLC ("Defendant") for alleged California Labor Code and Business & Professions Code violations (the "Action"). In this Action, Plaintiff alleged the following claims against Defendant: (1) Failure to Pay all Wages; (2) Failure to Pay all Wages at Legally Sufficient Rates; (3) Failure to Provide Meal Breaks; (4) Failure to Provide Rest Breaks; (5) Failure to Reimburse Business Expenses; (6) Failure to Provide Compliant Wage Statements; (7) Failure to Timely Pay Wages; (8) Failure to Comply with California Quota Laws; (9) Violations of California's Private Attorneys General Act ("PAGA"); and (10) Violations of California's Unfair Competition Law.

Plaintiff brought the Action on behalf of all current and former employees, except salaried managers, who worked for Defendant during the Class Period (the "Class Members"). The Action also seeks penalties under PAGA based on the same alleged California Labor Code violations on behalf of all current and former employees, except salaried managers, who worked for Defendant in California during the PAGA Period (the "Aggrieved Employees"). The Class Period is April 7, 2022 through February 28, 2026. The PAGA Period is November 29, 2022 through February 28, 2026.

Throughout the Action, Defendant denied, and continues to deny, any liability and denies the allegations made by Plaintiff in this Action. The Court has not made a determination as to whether Plaintiff or Defendant is correct. However, to avoid additional expense, inconvenience, and interference with Defendant's business operations, the Parties have concluded that it is in their best interests and the interests of Class Members and Aggrieved Employees to settle the Action (the "Settlement").

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

You may be eligible to receive money as a Class Member and/or Aggrieved Employee from the settlement of the Action.

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 number of 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 for Defendant in California during the PAGA Period.)

The above estimates are based on Defendant's records showing that **you worked [REDACTED] Workweeks** during the Class Period and **[REDACTED] PAGA Pay Periods** during the PAGA Period. If you believe that you worked more workweeks or pay periods during these periods, 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 do 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 Plaintiff and Plaintiff's 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.

You have two basic options under the Settlement:

- (1) **Do Nothing.** If you do nothing and the Court grants final approval of the Settlement, you will become a Participating Class Member in this Action and you will be eligible for an Individual Class Payment. As a Participating Class Member, you will be bound by the release of the Released Class Claims (defined below) and you will also give up your right to pursue any Released Class Claims against Defendant.
- (2) **Opt-Out of the Class Settlement.** If you do not want to participate as a Class Member in this Action, you can exclude yourself from the Class Settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the Administrator in a writing that meets the requirements in Section 6 of this Notice. If you opt-out of the Settlement and the Court grants final approval of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue the Released Class Claims (defined below) against Defendant.

Regardless of whether you do nothing or opt-out of the Settlement, if the Court grants final approval of the Settlement and if you are an Aggrieved Employee, you will be eligible for an Individual PAGA Payment and you will be bound by the release of the Released PAGA Claims (defined below). 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 and the Court grants final approval of the Settlement, you will be a Participating Class Member and you will be eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the Released Class Claims and Released PAGA Claims against Defendant.
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 participate as a Class Member in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion or by otherwise notifying the Administrator in a writing that meets the requirements in Section 6 of this Notice. If you submit a timely and valid Request for Exclusion and if the Court grants final approval of the Settlement, you will be a Non-Participating Class Member and will not receive 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. Even if you opt-out of the Class Settlement, if you are an Aggrieved Employee and if the Court grants final approval of the Settlement, you will receive an Individual PAGA Payment and be bound by the release of the Released PAGA Claims.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	Any Class Member who does not opt-out of the Class Settlement ("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 Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff 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] in Department 11B of the San Joaquin County Superior Court, located at 180 E. Weber Ave., Stockton, CA 95202. 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 _____	The amounts of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many workweeks you worked at least one day for Defendant during the Class Period and how many PAGA Pay Periods you worked at least one day for Defendant during the PAGA Period, respectively. The number of Workweeks and number of PAGA Pay Periods you worked according to Defendant's records are stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by . See Section 4 of this Notice.
---	---

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action alleges Defendant violated the California Labor Code by failing to pay sick leave; failing to pay all minimum, regular rate, overtime, and double time wages; failing to pay all wages at legally sufficient rates; failing to pay vacation and holiday pay; failing to provide meal periods; failing to provide rest periods; failing to reimburse business expenses; failing to provide accurate wage statements; failing to keep accurate records; failing to timely pay wages during employment and at termination; failing to comply with California quota laws; and unlawful and unfair business practices. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under PAGA. Plaintiff is represented by Ben Travis Law, APC ("Class Counsel.")

Defendant expressly denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, denies all damages and penalties claimed by Plaintiff, Class Members, and Aggrieved Employees, and further contends that, for any purpose other than settlement, Plaintiff's claims are not appropriate for class or representative action treatment. Defendant contends, among other things, that, at all times, Defendant has complied with the California Labor Code and California Business & Professions Code. This Settlement should not be construed as an admission of liability on the part of Defendant, which expressly denies all liability.

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

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort 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 and the Parties entered into a Class Action and PAGA Settlement Agreement (the "Agreement"). The Parties have asked the Court to enter a judgment ending the Action and enforcing the Agreement. 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 merits of any claims.

Plaintiff 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?

A. Defendant Will Pay One Million and Fifty Thousand Dollars (\$1,050,000) as the Gross Settlement Amount (the “Gross Settlement Amount”). Defendant has agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments to Participating Class Members, Individual PAGA Payments to Aggrieved Employees, Class Representative Service Payment to Plaintiff, Class Counsel’s Fees Payment and Class Counsel Litigation Expenses Payment, the Administration Expenses Payment to the Administrator, and the LWDA PAGA Payment to the LWDA. Assuming the Court grants Final Approval, Defendant will fully fund the Gross Settlement Amount within 30 calendar days of the Effective Date. The Effective date is the date by which 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 on the day after the deadline for filing a notice of appeal from the Judgment, or if a timely appeal(s) from the Judgment is filed, the day after the highest appellate court to which an appeal can be taken affirms the Judgment or if remanded, the day after the deadline for filing a notice of appeal following any further proceedings at the Court after remand.

B. Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiff 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:

i. Up to Three Hundred and Fifty Thousand Dollars (\$350,000) (one-third (1/3) of the Gross Settlement Amount) to Class Counsel for attorneys’ fees and up to Fifty Thousand Dollars (\$50,000) for their litigation expenses. To date, Class Counsel have worked and incurred expenses in the Action without payment.

ii. Up to Ten Thousand Dollars (\$10,000) to Plaintiff as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Payment will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.

iii. Up to \$22,350 to the Administrator for services administering the Settlement.

iv. Up to One Hundred Thousand Dollars (\$100,000) for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees on a pro rata basis based on the number of PAGA Pay Periods that each Aggrieved Employee worked for Defendant during the PAGA Period, according to Defendant’s records.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

C. 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 Amount (the “Net Settlement Amount”) by making Individual Class Payments to Participating Class Members on a pro rata basis based on the number of Workweeks that each Participating Class Member worked for Defendant during the Class Period, according to Defendant’s records.

D. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of Eighty Percent (80%) of each Individual Class Payment as taxable wages (the “Wage Portion”) and Twenty Percent (20%) as non-wages, interest and penalties (the “Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported to Participating Class Members on IRS W-2 Forms. (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 the Non-Wage Portions of the Individual Class Payments to Participating Class Members and Aggrieved Employees on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Individual Class Payment and/or Individual PAGA Payment 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.

E. 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 are sent to the Controller’s Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

F. 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, not 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 the [REDACTED] Response Deadline. The Request for Exclusion should be a written document from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. The notice may be submitted to the Administrator by fax or mail. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue Released Class Claims against Defendant.

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 Released PAGA Claims against Defendant.

G. 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 to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void and Defendant will not pay any money, and Class Members and Aggrieved Employees will not release any claims against Defendant.

H. Administrator. The Court has appointed a neutral company, Apex Class Action LLC (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks and PAGA Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary under the Agreement to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.

I. Participating Class Members’ Release. After the Judgment is final and Defendant has fully funded the Gross Settlement, Participating Class Members will be legally barred from asserting any of the claims released under the Agreement. 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 Released Parties based on the Released Class Claims.

The Participating Class Members will be bound by the following release of Released Class Claims:

“[A]ll claims for relief pled or which could have been pled, whether known or unknown, that reasonably arise out of the same set of operative facts or are reasonably related to the allegations made at any time in the Action, arising at any time during the Class Period, *i.e.*, failure to pay sick leave, failure to pay overtime and double time wages, failure to pay minimum wage, failure to pay vacation and holiday wages, failure to pay wages at the correct rates, failure to provide meal and rest breaks, failure to pay all wages, failure to reimburse business expenses, failure to provide accurate itemized wage statements, failure to keep accurate records, failure to timely pay all wages during employment and upon separation, maintenance of an illegal quota, and unlawful competition which include but are not limited to violations of California Labor Code sections 200, 201, 201.3, 202, 203, 204, 204.1, 204.2, 210, 218, 218.5, 218.6, 221-223, 225.5, 226, 226.2, 226.3, 226.7, 227.3, 245-249, 256, 500, 510, 512, 558, 558.1, 1021.5, 1174, 1174.5, 1175, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2101-2103, 2698 et seq., 2800, 2802-2804, and the applicable Wage Order(s), and violations of California Business & Professions Code section 17200, et seq.” (The “Released Class Claims”).

J. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and Defendant has paid the Gross Settlement, all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Class 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 Released Parties based on the Released PAGA Claims.

The Aggrieved Employees will be bound by the following release of Released PAGA Claims:

“[A]ll claims for civil penalties under the PAGA which are pled, or which could have been pled, whether known or unknown, that reasonably arise out of the same set of operative facts or are reasonably related to the PAGA allegations made at any time in the Action and the Amended PAGA Notice, arising at any time during the PAGA Period *i.e.*, failure to pay sick leave, failure to pay overtime and double time wages, failure to pay minimum wage, failure to pay vacation and holiday wages, failure to pay wages at the correct rates, failure to provide meal and rest breaks, failure to pay all wages, failure to reimburse business expenses, failure to provide accurate itemized wage statements, failure to keep accurate records, failure to timely pay all wages during employment and upon separation, and maintenance of an illegal quota, which include but are not limited to violations of California Labor Code sections 200, 201, 201.3, 202, 203, 204, 204.1, 204.2, 210, 218, 218.5, 218.6, 221-223, 225.5, 226, 226.2, 226.3, 226.7, 227.3, 245-249, 256, 500, 510, 512, 558, 558.1, 1021.5, 1174, 1174.5, 1175, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2101-2103, 2698 et seq., 2800, 2802-2804, and the applicable Wage Order(s).” (The “Released PAGA Claims”).

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

A. Individual Class Payments. The Administrator will calculate Individual Class Payments by dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and then multiplying by the number of Workweeks worked by the Participating Class Member during the Class Period.

B. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by dividing \$25,000 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and then multiplying by the number of PAGA Pay Periods that the Aggrieved Employee worked during the PAGA Period.

C. Workweek and PAGA Pay Period Challenges. The number of 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 or fax. Section 9 of this Notice has the Administrator’s contact information.

You should 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?

A. Participating Class Members. The Administrator will send, by U.S.P.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out of the Settlement) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment (if applicable).

B. Non-Participating Class Members. The Administrator will send, by U.S.P.S. mail, a single Individual PAGA Payment check to every Non-Participating Class Member (i.e., every Class Member who opts-out of the Settlement) who is an Aggrieved Employee.

Your check will be sent to the same address as 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?

You may request to opt-out of the Settlement by submitting a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement to the Settlement Administrator by mail or fax. Be sure to personally sign your request, identify the Action as *Nelson v. Penske Logistics LLC*, and include your identifying information (full name, address, telephone number). **You must send the Administrator 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 Plaintiff and Defendant are asking the Court to approve. At least 16 business days before the date of the Final Approval Hearing, Class Counsel and/or Plaintiff 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 Fees, Litigation Expenses and Service Award stating the amounts Class Counsel is requesting for attorneys' fees, reimbursement of litigation expenses and for Class Representative Service Payment. 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 them on the Administrator's Website (url) [REDACTED] or the Court's website [REDACTED].

A Participating Class Member who disagrees with any aspect of the Agreement (other than the PAGA portion), the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator by mail or fax 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 *Nelson v. Penske Logistics LLC* and include your name, current

address, telephone number, and sign the objection. 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 their 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] *(time)* in Department 11B of the San Joaquin County Superior Court, located at 180 E. Weber Avenue, Stockton, CA 95202. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiff, the Administrator, the LWDA, Aggrieved Employees, and Participating Class Members. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally, by telephone, or virtually. 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 at [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 Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to Apex Class Action's website at [redacted] *(url)*. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below or consult the Superior Court website by going to cms.sjcourts.org and searching by the Case Number for the Action, Case No. STK-CV-UOE-2024-0001484.

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

Class Counsel:

Name of Attorney: Ben Travis

Email Address: ben@bentravislaw.com

Name of Firm: Ben Travis Law, APC

Mailing Address: 12481 High Bluff Drive, Suite 300, San Diego, CA 92130

Telephone: (619) 353-7966

Settlement Administrator:

Name of Company: Apex Class Action

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

11. WHAT IF I CHANGE MY ADDRESS?

You should immediately notify the Administrator if you move or otherwise change your mailing address.