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

MICHAEL STALLINGS, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

EXEL, INC., a California corporation dba
DHL SUPPLY CHAIN; EMPLOYER'S
OUTSOURCING, LLC; EMPLOYER'S
OUTSOURCING, INC., a Delaware
corporation; DEDICATED FREIGHT
HANDLERS, INC., a Florida corporation;
and DOES 1 through 10, inclusive,

Defendants

Case No.: 23STCV31139

[Assigned for all purposes to the Hon. Carolyn
B. Kuhl, Dept. 12]

CLASS AND REPRESENTATIVE ACTION

**JOINT STIPULATION OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT**

Action Filed: December 20, 2023
Trial Date: Not Set

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Michael Stallings (“Plaintiff”) and Defendant Dedicated Freight Handlers, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or each individually as “Party.”

1. DEFINITIONS.

1. “Action” means *Michael Stallings v. Exel, Inc. dba DHL Supply Chain, et al.*, Superior Court of the State of California, County of Los Angeles, Case No. 23STCV31139, filed on December 20, 2023.
2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement following a competitive bidding process, or such other settlement administrator as may be approved by the Court.
3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount for its reasonable fees and expenses in accordance with the Administrator’s bid submitted to the Court in connection with seeking the Preliminary Approval Order.
4. “Aggrieved Employees” means, for purposes of Settlement, all current and former non-exempt employees paid on an hourly or piece-rate basis who worked for Defendant in California at any time during the PAGA Period.
5. “Class” means, for purposes of Settlement, all current and former non-exempt employees paid on an hourly or piece-rate basis who worked for Defendant in California at any time during the Class Period. The Class will not include any person who previously settled or released any of the claims covered by this Agreement, or any person who previously was paid or received awards through civil or administrative actions for the claims covered by this Agreement.
6. “Class Counsel” means Kane Moon, Allen Feghali, and Charlotte Mikat-Stevens of Moon Law Group, PC.
7. “Class Counsel Fees Payment” and “Class Counsel Litigation Costs Payment” mean the amounts allocated to Class Counsel for payment of reasonable attorneys’ fees and

reimbursement of actual litigation costs, respectively, incurred to prosecute the Action.

8. “Class Data” means Class Member identifying information in Defendant’s possession, including each individual’s full name, last-known mailing and/or email address, Social Security Number, , number of Workweeks, and number of PAGA Pay Periods.

9. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee). Excluded from the Settlement Class will be any Non-Participating Class Member.

10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods, and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

11. “Class Notice” means the Court-approved Notice of Class and PAGA Action Settlement and Hearing Date for Final Court Approval, to be mailed by the Administrator to Class Members in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement, along with a Spanish translation thereof.

12. “Class Period” means, for purposes of Settlement, the period from September 23, 2022, through March 10, 2026.

13. “Class Release Period” means, for purposes of Settlement, the period from September 23, 2022, through March 10, 2026.

14. “Class Representative” means the named Plaintiff in the Action, Michael Stallings.

15. “Class Representative Enhancement Award” means the payment to Plaintiff in exchange for a general release, and in recognition of having initiated the Action, provided services in support thereof, and incurred risks inherent in the role of named Plaintiff.

16. “Court” means the Superior Court of California, County of Los Angeles.

17. “Defendant” means Dedicated Freight Handlers, Inc., the named Defendant in the Action with whom the Parties have reached this Settlement.

18. “Defense Counsel” means Samuel G. Lockhart and Steven C.J. Lockhart of Lockhart Law Firm, A.P.C.
19. “Effective Date” means the first business date after both of the following have occurred:
(a) the Court enters the Final Approval Order and Judgment; and (b) Judgment is final. The Judgment is final as of the latest of the following occurrences: (i) if no Participating Class Member objects to the Settlement, the day the Court enters the Final Approval Order and Judgment; (ii) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from Judgment (i.e., 61 calendar days following entry of Judgment); or (iii) if a timely appeal from Judgment is filed, the day after the appellate court affirms Judgment and issues a remittitur.
20. “Final Approval Order” means the Court’s order granting final approval of the Settlement.
21. “Final Approval Hearing” means the Court’s hearing on the motion for final approval of the Settlement.
22. “Gross Settlement Amount” means the total amount Defendant agrees to pay to resolve the Class and PAGA claims in the Action, subject to any increase under the escalator clause provided at Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, the Class Counsel Fees and Litigation Costs Payments, the Class Representative Enhancement Award, and the Administration Expenses Payment. Separate and apart from the Gross Settlement Amount, Defendant agrees to pay its employer-share of payroll taxes owed on the Wage Portion of Individual Class Payments.
23. “Individual Class Payment” means a Participating Class Member’s pro rata share of the Net Settlement Amount as calculated by the Administrator according to the number of Workweeks worked by Participating Class Members during the Class Period.
24. “Individual PAGA Payment” means an Aggrieved Employee’s pro rata share of twenty-five percent (25%) of the PAGA Penalties as calculated by the Administrator according

to the number of PAGA Pay Periods worked by Aggrieved Employees during the PAGA Period.

25. “Judgment” means the Judgment entered by the Court upon the Final Approval Order.

26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled to the LWDA PAGA Payment.

27. “LWDA PAGA Payment” means seventy-five percent (75%) of the PAGA Penalties.

28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in amounts as approved by the Court: Individual PAGA Payments, LWDA PAGA Payment, Class Representative Enhancement Award, Class Counsel Fees Payment, Class Counsel Litigation Costs Payment, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members through Individual Class Payments.

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

30. “Operative Complaint” means Plaintiff’s Second Amended Class and Representative Action Complaint, filed in the Action on April 12, 2024.

31. “PAGA” means the California Private Attorneys General Act, Lab. Code §§ 2698, *et seq.*

32. “PAGA Notices” mean (1) Plaintiff’s letter dated December 16, 2023, and (2) Plaintiff’s Amended PAGA Notice dated February 5, 2024, providing notice to the LWDA of alleged Labor Code violations, and served on Defendant via certified mail, pursuant to Labor Code section 2699.3(a).

33. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant in California at least one day during the PAGA Period.

34. “PAGA Penalties” means \$15,000.00, the total amount to be paid from the Gross Settlement Amount in settlement of the Released PAGA Claims, allocated as seventy-five percent (75%) (\$11,250.00) to the LWDA PAGA Payment and twenty-five percent (25%) (\$3,750.00) to the Individual PAGA Payments.

35. “PAGA Period” means, for purposes of Settlement, the period from December 16, 2022, through March 10, 2026.
36. “PAGA Release Period” means, for purposes of Settlement, the period from December 16, 2022, through March 10, 2026.
37. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
38. “Plaintiff” means the named Plaintiff in the Action, Michael Stallings.
39. “Preliminary Approval Order” means the Court’s order granting preliminary approval of the Settlement.
40. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
41. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
42. “Released Parties” means Defendant, together with each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates, including but not limited to Triune Logistics, LLC, an Illinois limited liability company, Triune Staffing, LLC, an Illinois limited liability company, Exel, Inc., a California corporation dba DHL Supply Chain, and Employer’s Outsourcing, Inc., a Delaware corporation.
43. “Request for Exclusion” means a Class Member’s submission to the Administrator of a signed, written request to be excluded from the Class portion of the Settlement. Class Members and Aggrieved Employees cannot request exclusion from the PAGA portion of the Settlement.
44. “Response Deadline” means sixty (60) calendar days after the Administrator mails the Class Notice to Class Members and shall be the last date on which Class Members may email or postmark any (a) Requests for Exclusion, (b) written Objections, or (c) disputes regarding the calculation of Workweeks and/or PAGA Pay Periods. Class Members to

whom their initial Class Notice is resent after having been returned as undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline.

45. “Settlement” means the disposition of the Action effected by this Agreement and entry of the Final Approval Order and Judgment.

46. “Workweek” means any workweek during which a Class Member worked for Defendant in California at least one day during the Class Period.

2. **RECITALS**

2.1. On December 20, 2023, Plaintiff initiated the Action against Defendants. On February 23, 2024, Plaintiff filed a First Amended Class and Representative Action Complaint. On April 12, 2024, Plaintiff filed the operative Second Amended Class and Representative Action Complaint (“Operative Complaint”) in the Action.

2.2. Pursuant to California Labor Code section 2699.3(a), Plaintiff gave timely written notice to Defendant and the LWDA of the allegations in the Action via Plaintiff’s PAGA Notices. Plaintiff submitted his initial PAGA Notice to the LWDA on December 16, 2023, and an Amended PAGA Notice on February 5, 2024, to add Dedicated Freight Handlers, Inc. as a respondent. The administrative exhaustion period under PAGA expired without any notice from the LWDA of intent to investigate the allegations. To date, the LWDA has not sought to intervene in the Action.

2.3. Plaintiff’s Operative Complaint alleges the following causes of action against Defendant: (1) Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197]; (2) Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198]; (3) Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512]; (4) Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code § 226.7]; (5) Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802]; (6) Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203]; (7) Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226]; (8) Unfair Business Practices [Cal. Bus. & Prof. Code

§§ 17200, *et seq.*]; and (9) Civil Penalties under PAGA [Cal. Lab. Code §§ 2699, *et seq.*].

2.4. On March 10, 2026, Defendant and Plaintiff participated in a mediation with Steven Serratore, Esq., an experienced and neutral class and PAGA action mediator. The Parties reached an agreement for a global resolution of the Action, as memorialized in this Agreement.

2.5. For mediation, Plaintiff obtained from Defendant, through informal but extensive discovery, information sufficient to meaningfully evaluate the claims at issue in the Action, including time and pay data, Defendant's wage-and-hour policies and practices in effect during the Class Period, and demographic data for Class Members. Based on their own independent investigation and evaluation, Plaintiff and Class Counsel are of the opinion that the Settlement on the terms set forth in this Agreement is fair, reasonable, and adequate and in the best interest of the Class and the LWDA considering all known facts and circumstances, including the risk of significant delay, that Class claims may not be certified by the Court based on the defenses asserted by Defendant, and numerous potential appellate issues.

2.6. To date, the Court has not granted class certification.

2.7. Defendant denies any liability or wrongdoing of any kind whatsoever associated with the claims and causes of action alleged in the Action. Defendant further denies that, for any purpose other than settling the Action, the Action is appropriate for class or representative treatment. With respect to Plaintiff's claims, Defendant contends that Plaintiff and the Class have been provided legally compliant meal and rest periods and any premiums owed for non-compliant meal and rest periods, have been paid proper minimum and overtime wages, have been timely paid throughout employment as well as final wages upon separation of employment, have been reimbursed for necessary and reasonable business expenses, and have been provided with accurate itemized wage statements. Defendant contends that it has complied at all times with the California Labor Code and the applicable Wage Orders of the Industrial Welfare Commission, and all other

applicable laws.

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

3. MONETARY TERMS

3.1. Gross Settlement Amount. Subject to entry of the Court's Final Approval Order, Defendant agrees to pay \$150,000.00, subject to any increase under the escalator clause in Paragraph 8 below, as the Gross Settlement Amount, and to separately pay its employer-share of payroll taxes owed on the Wage Portion of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator shall disburse the entire Gross Settlement Amount without asking or requiring any Class Member to submit a claim as a condition of payment. None of the Gross Settlement Amount shall revert to Defendant.

3.2. Payments from the Gross Settlement Amount. The Administrator shall make and deduct the following payments from the Gross Settlement Amount, in amounts as approved by the Court and specified in the Final Approval Order:

3.2.1. To Plaintiff: A Class Representative Enhancement Award to Plaintiff as the Class Representative of not more than \$7,500.00, in addition to the Individual Class and PAGA Payments that Plaintiff is eligible to receive. As part of the motion for Class Counsel Attorneys' Fees and Litigation Costs Payments, Plaintiff will seek Court approval for the Class Representative Enhancement Award no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Representative Enhancement Award less than the amount requested, the Administrator shall allocate the remainder to the Net Settlement Amount. The Administrator shall pay the Class Representative Enhancement Award using an IRS Form 1099. Plaintiff assumes full responsibility and liability for any taxes

owed on his Class Representative Enhancement Award.

3.2.2. To Class Counsel. A Class Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, and a Class Counsel Litigation Costs Payment for reimbursement of actual litigation costs incurred in prosecuting the Action, not to exceed \$30,000.00. Plaintiff and/or Class Counsel will file a motion for Class Counsel Attorneys' Fees and Litigation Costs Payments no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves payments less than the amounts requested, the Administrator shall 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 of any Class Counsel Attorneys' Fee Payment and/or Class Counsel Litigation Costs Payment. The Administrator shall pay the Class Counsel Fees Payment and Class Counsel Litigation Costs Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for any taxes owed on the Class Counsel Attorneys' Fees and Litigation Costs Payments, and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.3. To the Administrator. An Administration Expenses Payment not to exceed \$7,750.00 except for a showing of good cause and as approved by the Court. To the extent actual expenses are less and/or the Court approves payment less than the requested amount, the Administrator shall allocate the remainder to the Net Settlement Amount.

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

1 3.2.4.a. Tax Allocation of Individual Class Payments. Ten percent (10%) of each
2 Participating Class Member's Individual Class Payment shall be allocated
3 to settlement of wage claims (the "Wage Portion"). The Wage Portion is
4 subject to tax withholding and shall be reported on IRS W-2 Forms by the
5 Administrator. The remaining ninety percent (90%) of each Participating
6 Class Member's Individual Class Payment shall be allocated to settlement
7 of claims for interest and penalties (the "Non-Wage Portion"). The Non-
8 Wage Portion is not subject to withholdings and shall be reported on IRS
9 1099 Forms by the Administrator. Participating Class Members assume
10 full responsibility and liability for any employee taxes owed on their
11 Individual Class Payment.

12 3.2.4.b. Effect of Non-Participating Class Members on Calculation of Individual
13 Class Payments. Non-Participating Class Members shall not receive any
14 Individual Class Payment. The Administrator shall retain amounts equal
15 to their Individual Class Payments in the Net Settlement Amount for
16 distribution to Participating Class Members on a pro rata basis.

17 3.2.5. To the LWDA and Aggrieved Employees. PAGA Penalties in the total amount
18 of \$15,000.00 to be paid from the Gross Settlement Amount, shall be distributed
19 as seventy-five percent (75%) (\$11,250.00) to the LWDA through a LWDA
20 PAGA Payment and twenty-five percent (25%) (\$3,750.00) to Aggrieved
21 Employees through Individual PAGA Payments.

22 3.2.5.a. The Administrator shall calculate each Individual PAGA Payment by (a)
23 dividing the amount of the Aggrieved Employees' twenty-five percent
24 (25%) share of PAGA Penalties by the total number of PAGA Pay
25 Periods worked by all Aggrieved Employees during the PAGA Period
26 and (b) multiplying the result by the number of PAGA Pay Periods
27 worked by each individual Aggrieved Employee. Individual PAGA
28

Payments shall be treated as one hundred percent (100%) penalties for tax purposes. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. Individual PAGA Payments are not subject to withholdings and shall be reported on IRS 1099 Forms by the Administrator.

3.2.5.b. If the Court approves an amount for PAGA Penalties less than the amount requested, the Administrator shall allocate the remainder to the Net Settlement Amount.

4. **SETTLEMENT FUNDING AND PAYMENTS**

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of Defendant's records, Defendant estimates that as of March 10, 2026, there are approximately 11,000 aggregate Workweeks during the Class Period.

4.2. Class Data. Not later than fourteen (14) calendar days after entry of the Court's Preliminary Approval Order, Defendant shall deliver the Class Data to the Administrator in the form of a Microsoft Excel spreadsheet, or such other form requested by the Administrator. To protect Class Members' privacy rights, the Administrator shall 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 employees of the Administrator who need access to effect and perform under this Agreement. If Defendant discovers that Class Data is incorrect, Defendant will provide corrected or updated Class Data to the Administrator as soon as reasonably feasible. The Parties and their respective counsel shall expeditiously use best efforts, and in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Settlement Funding. Within seven (7) calendar days of receipt of notice of the entry of the Court's Final Approval Order, the Administrator shall provide Defendant with the total amount of Defendant's employer-share of payroll taxes owed and the wiring and/or mailing instructions. Defendant will fund the Gross Settlement Amount in two

installments as follows: the first installment of no less than \$75,000.00 shall be funded within sixty-five (65) calendar days of entry of the Final Approval Order and Judgment, and the remaining installment of no less than \$75,000.00 shall be funded within six (6) months of the first installment deadline. Defendant shall fund the employer-share of payroll taxes with the second installment. Defendant shall transmit all funds into the Qualified Settlement Fund ("QSF") established and maintained by the Administrator.

4.4. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after Defendant fully funds the amounts owed under the Settlement, the Administrator shall 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 Costs Payment, and the Class Representative Enhancement Award. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Costs Payment, and the Class Representative Enhancement Award shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1. The Administrator shall issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them via First Class United States Postal Service ("USPS") Mail with postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided (the "Void Date"). The Administrator shall send checks for Individual Class Payments to all Participating Class Members and checks for Individual PAGA Payments to all Aggrieved Employees (including Non-Participating Class Members who qualify as Aggrieved Employees), including to those for whom their Class Notice was returned undelivered. The Administrator may send Participating Class Members a single check combining their Individual Class and PAGA Payments. Before mailing any checks, the Administrator must update recipients' mailing addresses using the National Change of Address

Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all Class Members whose checks are returned undelivered without a forwarding address. Within seven (7) calendar days of receiving a returned check, the Administrator must re-mail checks to the forwarding address provided or, if none was provided, to an updated address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered a second time. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, or as requested by the Class Member prior to the Void Date.

4.4.3. For any Class Member whose Individual Class Payment and/or Individual PAGA Payment is uncashed after the Void Date, the Administrator shall cancel those checks and transmit the funds represented by such checks in accordance with the requirements of California Code of Civil Procedure section 384(b). Specifically, the uncashed funds shall be transmitted to the California State Controller's Office to be held pursuant to the Unclaimed Property Law, California Civil Code section 1500, *et seq.*, in the name of each individual who failed to timely cash his or her check. A Participating Class Member and/or Aggrieved Employee's failure to negotiate or receive their check shall nevertheless remain bound by the Settlement and the releases contained herein. Accordingly, the Parties' respective counsel attest that there will be no "unpaid residue" subject to the requirements of California Code of Civil Procedure section 384, subd. (b).

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

1 **5. RELEASES OF CLAIMS**

2 5.1. Plaintiff's General Release. Plaintiff will release any and all claims that Plaintiff has or
3 may have against the Released Parties related to or arising from Plaintiff's employment
4 with Defendant ("Plaintiff's General Release"). Plaintiff acknowledges that Plaintiff may
5 discover facts and/or law different from, and/or in addition to, the facts and/or law that
6 Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's General
7 Release shall be and remain effective in all respects, notwithstanding the existence of such
8 different and/or additional facts and/or law or Plaintiff's discovery of them.
9 Notwithstanding the foregoing, Plaintiff's General Release excludes any claims or actions
10 to enforce the Settlement, any claims for vested benefits, unemployment benefits,
11 disability benefits, social security benefits or workers' compensation benefits that arose
12 at any time (including Plaintiff's pending workers' compensation matter against
13 Defendant), any claims that are not releasable as a matter of law or public policy, and any
14 claims arising after the earlier of sixty (60) days from the date of mediation or entry of
15 the Preliminary Approval Order.

16 5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
17 purposes of Plaintiff's General Release, Plaintiff expressly waives and
18 relinquishes the provisions, rights, and benefits, if any, of California Civil Code
19 section 1542, which reads:

20 **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT**
21 **THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR**
22 **SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF**
23 **EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR**
24 **HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER**
25 **SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."**

26 5.2. Released Class Claims. All Participating Class Members, on behalf of themselves and
27 their respective former and present representatives, agents, attorneys, heirs,
28 administrators, successors, and assigns, release the Released Parties from all claims that
 were alleged in Plaintiff's Operative Complaint or that reasonably could have been

alleged based solely on the facts asserted therein including but not limited to (1) failure to pay minimum wages, (2) failure to pay overtime compensation, (3) failure to provide meal periods, (4) failure to authorize and permit rest breaks, (5) failure to timely pay final wages at termination, (6) failure to provide accurate itemized wage statements, (7) failure to indemnify necessary business expenses, and (8) unfair business practices; and (9) any other claims arising out of or related to the Operative Complaint during the Class Release Period (“Released Class Claims”). The Released Class Claims exclude any claims for vested benefits, unemployment benefits, disability benefits, social security benefits or workers’ compensation benefits that arose at any time, any claims that are not releasable as a matter of law or public policy, and any claims arising outside the Class Release Period.

5.3. Released PAGA Claims. Plaintiff and the LWDA are deemed 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 claims for PAGA penalties, which were alleged, or reasonably could have been alleged, in Plaintiff’s PAGA Notices to the LWDA and in Plaintiff’s Operative Complaint, including Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2699, and 2802 (“Released PAGA Claims”). The Released PAGA Claims include only claims for penalties under PAGA that arose during the PAGA Release Period.

5.4. Date Releases Become Effective. The released claims described in Paragraphs 5.1–5.3 above shall become effective upon entry of the Court’s Final Approval Order and Defendant’s full funding of the Gross Settlement Amount and its employer-share of payroll taxes.

6. MOTION FOR PRELIMINARY APPROVAL

6.1. Defendant’s Declarations in Support of Preliminary Approval. Within seven (7) calendar days of the full execution of this Agreement, Defense Counsel shall prepare and deliver

to Class Counsel a signed declaration from Defense Counsel regarding any pending actions asserting claims that will be extinguished or adversely affected by the Settlement. Specifically, the declaration shall state whether the attorney is aware of any class, representative or other collective action in any other court in this or any other jurisdiction that asserts claims similar to those asserted in the Action on behalf of a class or group of individuals some or all of whom would also be members of the class defined in this Action and if so, include the name and case number of any such case, the nature of the claims asserted, the definition of the class or other parties on whose behalf the action is brought, and the procedural status of the case. Additionally, within seven (7) calendar days of the full execution of this Agreement, Defendant shall prepare and deliver to Class Counsel a signed declaration from Defendant on personal knowledge concerning the likely age, education, and experience of Class Members, and of their ability to reach and comprehend English, in order to assist the Court in determining whether the exhibits attached hereto—documents that will be read or used by Class Members—are likely to be readily understood by members of the Class.

- 6.2. Plaintiff's Responsibilities. Plaintiff shall prepare, and deliver to Defense Counsel for review, and file all documents necessary for obtaining a Preliminary Approval Order, including: (i) a notice and memorandum in support of the motion for preliminary approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA portion of the Settlement under California Labor Code section 2699(s)(2); (ii) a proposed order granting preliminary settlement approval and approving the proposed Class Notice; (iii) a signed declaration from the Administrator attaching its bid for administering the Settlement and attesting to its willingness to serve, competency, and operative procedures for protecting the security of Class Data; (iv) a signed declaration from Plaintiff confirming willingness and competency to serve as the Class Representative, and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and/or the Administrator; (v) signed declarations from Class

Counsel attesting to competency to represent Class Members; transmission to the LWDA of all necessary PAGA documents (Plaintiff's respective PAGA Notices [Lab. Code § 2699.3(a)], the Operative Complaint [Lab. Code § 2699(s)(1)], and this Agreement [Lab. Code § 2699(s)(2)]); and (vi) all facts relevant to any actual or potential conflicts of interest with Class Members and/or the Administrator.

6.3. Responsibilities of Counsel. Class Counsel is responsible for obtaining a prompt hearing date for the motion for preliminary approval. Class Counsel and Defense Counsel are jointly responsible for appearing in Court to advocate in favor of the motion for preliminary approval. Class Counsel is responsible for delivering the Preliminary Approval Order to the Administrator.

6.4. Duty to Cooperate. If the Court does not grant preliminary approval outright, or conditions a preliminary approval on any material change to this Agreement, Class Counsel and Defense Counsel shall 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.

6.5. 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, or publicize, or cause or permit another person to disclose, disseminate, or publicize, any of the terms of the Agreement or Settlement, directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity. In response to any inquiries, Plaintiff and Class Counsel will state that "the case was resolved," or similar words to that effect, and Plaintiff and Class Counsel will not communicate with or to anyone regarding the Settlement, nor report the Settlement or its content in any medium or in any publication, will not post or report anything regarding the claims of Plaintiff or Class Members online or through social media, and will not contact any reporters or media regarding the Settlement. Notwithstanding the foregoing, nothing in this Paragraph

is intended to prohibit: (i) Plaintiff from disclosing the Settlement with his immediate family members, attorneys, tax advisors, or taxing authorities; (ii) Class Counsel from disclosing the Settlement to tax advisors or taxing authorities; (iii) Class Counsel from meeting any ethical and fiduciary duties owed to Plaintiff or other Class Members; (iv) Class Counsel from communicating with Plaintiff or providing Plaintiff with legal representation; or (v) Class Counsel from making a limited disclosure to the Court and the LWDA for purposes of obtaining settlement approval or enforcing the Settlement.

7. SETTLEMENT ADMINISTRATION

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

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

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1, 26. The Parties agree that the QSF is intended to be a “Qualified Settlement Fund” under Section 468B of the Code and Treasury Regulations section 1.468B-1, 26 C.F.R. sections 1.468B-1, *et seq.*, and shall be administered by the Administrator as such. The Parties and Administrator shall treat the QSF as coming into existence as a “Qualified Settlement Fund” on the earliest date permitted as set forth in 26 C.F.R. section 1.468B-1, and such election statement shall be attached to the appropriate returns as required by law.

1 7.4. Notice to Class Members.

2 7.4.1. No later than three (3) business days after receipt of the Class Data, the
3 Administrator shall notify Class Counsel that the list has been received and state
4 the number of Class Members, Aggrieved Employees, Workweeks, and PAGA
5 Pay Periods contained in the Class Data.

6 7.4.2. Using its best efforts to perform as soon as possible, and in no event later than
7 fourteen (14) calendar days after receiving the Class Data, the Administrator shall
8 send to all Class Members identified in the Class Data, via first-class USPS mail,
9 the following, with an accurate Spanish translation thereof: (i) Class Notice, in
10 the form, without material variation, attached hereto as **Exhibit A**; (ii) Request
11 for Exclusion Form in the form, without material variation, attached hereto as
12 **Exhibit B**; and (iii) Objection Form in the form, without material variation,
13 attached hereto as **Exhibit C**. The Class Notice shall prominently estimate the
14 dollar amounts of any Individual Class Payment and/or Individual PAGA
15 Payment payable to the Class Member, and the number of any Workweeks and
16 PAGA Pay Periods used to calculate these amounts. Before mailing the Class
17 Notice, the Administrator shall update Class Member addresses using the
18 National Change of Address database.

19 7.4.3. Not later than three (3) business days after the Administrator's receipt of any
20 Class Notice returned by the USPS as undelivered, the Administrator shall re-
21 mail the Class Notice using any forwarding address provided by the USPS. If the
22 USPS does not provide a forwarding address, the Administrator shall conduct a
23 Class Member Address Search and shall re-mail the Class Notice to the most
24 current address obtained. The Administrator has no obligation to make further
25 attempts to locate or send Class Notices to Class Members whose Class Notice is
26 returned as undelivered by the USPS a second time.

27 7.4.4. For all Class Members whose initial Class Notice is re-mailed, the deadline for
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submitting Objection Forms, Workweek and/or PAGA Pay Periods challenges, and Request for Exclusion Forms shall be extended an additional fourteen (14) calendar days beyond the sixty (60) calendar days otherwise provided in the Class Notice. The Administrator shall inform the Class Member of the extended Response Deadline with the re-mailed Class Notice.

7.4.5. If the Administrator, Defendant, Defense Counsel, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received a Class Notice, the Parties will expeditiously meet and confer 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 e-mail or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) calendar days after receipt of Class Notice, or the Response Deadline, whichever date is later.

7.5. Requests for Exclusion (Opt-Outs).

7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement may opt-out by sending the Administrator a Request for Exclusion, which reasonably communicates the Class Member's desire to opt-out of the Settlement and includes the Class Member's full name, current mailing address, last four digits of their Social Security Number (for verification of identity purposes), and identifies the Action as *Michael Stallings v. Exel, Inc. dba DHL Supply Chain, et al.* (Los Angeles Case No. 23STCV31139). The Request for Exclusion must be signed and dated by the Class Member or his/her legal representative. To be timely, a Request for Exclusion must be emailed or mailed, and transmitted or postmarked by the Response Deadline.

7.5.2. 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.

7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion shall be 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 Released Class Claims under Paragraph 5.2 above, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4. Every Class Member who submits a valid and timely Request for Exclusion shall be deemed a Non-Participating Class Member and not entitled to an Individual Class Payment or have the right to object to the class action components of the Settlement.

7.5.5. Because future PAGA claims are subject to claim preclusion upon entry of the Final Approval Order and Judgment, Non-Participating Class Members who are Aggrieved Employees are subject to and bound by the Released PAGA Claims identified in Paragraph 5.3 above and shall receive an Individual PAGA Payment.

7.6. Defendant's Right to Withdraw. If the number of valid Requests for Exclusion exceeds five percent (5%) of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than fourteen (14) calendar days after the deadline to opt-out has expired.

1 7.7. Challenges to Calculation of Workweeks and/or PAGA Pay Periods. Each Class Member
2 shall have the opportunity to challenge the number of Workweeks and PAGA Pay Periods
3 allocated to that Class Member as reported in the Class Notice. The Class Member may
4 challenge the allocation by communicating with the Administrator. Any challenges must
5 be emailed or mailed, and transmitted or postmarked by the Response Deadline. The
6 Administrator must encourage the challenging Class Member to submit supporting
7 documentation. In the absence of any contrary documentation, the Administrator is
8 entitled to presume that the Workweeks and/or PAGA Pay Periods reported in the Class
9 Notice are correct so long as they are consistent with the Class Data. The Administrator's
10 determination of each Class Member's allocation of Workweeks and/or PAGA Pay
11 Periods shall be final and not appealable or otherwise susceptible to challenge. The
12 Administrator shall promptly provide copies of all challenges to the calculation of
13 Workweeks and/or PAGA Pay Periods to Defense Counsel as well as the Administrator's
14 determination regarding the challenges.

15 7.8. Objections to Settlement.

16 7.8.1. Participating Class Members may object to the class action components of the
17 Settlement, including, without limitation, contesting the fairness of the Settlement
18 and/or amounts requested for the Class Counsel Fees Payment, Class Counsel
19 Litigation Costs Payment, and/or Class Representative Enhancement Award.

20 7.8.2. Participating Class Members may object by sending the Administrator a written
21 Objection, which reasonably communicates the Class Member's basis for
22 objecting and includes the Class Member's full name, current mailing address,
23 last four digits of their Social Security Number, and identifies the Action as
24 *Michael Stallings v. Exel, Inc. dba DHL Supply Chain, et al.* (Los Angeles Case
25 No. 23STCV31139). The written Objection must also be signed and dated by the
26 Class Member or his/her legal representative. To be valid, the written Objection
27 must be timely emailed or mailed, and transmitted or postmarked by the Response
28

Deadline.

7.8.3. In the alternative and/or in addition to submitting a written objection, Participating Class Members may appear, either personally or hire an attorney to appear on his or her behalf, in Court to present verbal objections at the Final Approval Hearing. It is not required that an objecting party, either personally or through counsel, appear at the Final Approval Hearing for any written Objection by that party to be considered.

7.8.4. If the Final Approval Hearing is continued to another date or time, the Administrator will give notice to any Participating Class Member who submitted an Objection.

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

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

7.9.1. Website, Toll-Free Number and Email. The Administrator will establish, maintain, and monitor a toll-free telephone number and email address to receive Class Member inquiries 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 how to obtain copies of the Settlement, motion for preliminary approval, the Preliminary Approval Order, the Class Notice, motion for final approval, and the Final Approval Order and Judgment.

7.9.2. Requests for Exclusion (Opt-outs), Exclusion List, and Objections. The Administrator shall promptly review, on a rolling basis, Requests for Exclusion and written Objections to ascertain their validity and timeliness. No later than five (5) business days after the Response Deadline, the Administrator shall email a list to Defense Counsel containing (a) the names of Class Members who have submitted valid and timely Requests for Exclusion (the "Exclusion List") or

1 written Objections; (b) the names of Class Members who have submitted invalid
2 and/or untimely Requests for Exclusion or written Objections; and (c) copies of
3 all Requests for Exclusion or written Objections submitted (whether valid or
4 invalid, timely or untimely) with Class Members' address, social security
5 number, and any contact information redacted.

6 7.9.3. Weekly Reports. The Administrator shall, on a weekly basis, provide written
7 reports to Class Counsel and Defense Counsel that, among other things, tally the
8 number of: Class Notices mailed, re-mailed, or returned undelivered; Requests
9 for Exclusion (whether valid or invalid, timely or untimely) received; written
10 Objections received (whether valid or invalid, timely or untimely); challenges to
11 Workweeks and/or PAGA Pay Periods received and/or resolved; and checks
12 mailed for Individual Class Payments and Individual PAGA Payments ("Weekly
13 Reports"). The Weekly Reports must include the Administrator's assessment of
14 Requests for Exclusion, written Objections, and challenges to Workweek and/or
15 PAGA Pay Periods.

16 7.9.4. Workweek and/or PAGA Pay Period Challenges. The Administrator has the
17 authority to address and make final decisions, consistent with the terms of this
18 Agreement, regarding any Class Member challenges to the calculation of
19 Workweeks and/or PAGA Pay Periods. The Administrator's decision shall be
20 final and not appealable or otherwise susceptible to challenge.

21 7.9.5. Administrator's Declaration. No later than fourteen (14) calendar days before the
22 date by which Plaintiff is required to file the motion for final approval of the
23 Settlement, the Administrator shall provide to Class Counsel and Defense
24 Counsel a signed declaration suitable for filing in Court, attesting to its due
25 diligence and compliance with all of its obligations under this Agreement,
26 including, without limitation, its mailing of the Class Notice, the Class Notices
27 returned as undelivered, the re-mailing of Class Notices, attempts to locate Class
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Members, the Response Deadline and any extended deadline for re-mailed Class Notices, the total number of Requests for Exclusion Forms received (both valid or invalid, timely or untimely), and the number of Objections Forms (both valid or invalid, timely or untimely). 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.

7.9.6. Final Report by Settlement Administrator. Within ten (10) business days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator shall 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 fourteen (14) calendar days before any deadline set by the Court, the Administrator shall 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.

8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE

The Gross Settlement Amount was negotiated based on Defendant's estimate that as of March 10, 2026, there are 11,000 aggregate Workweeks during the Class Period. If the actual number of Workweeks is more than 10% of the estimated count (i.e., if the actual number of workweeks is more than 12,100), then Defendant agrees, at its sole option, to either (a) make a proportional increase to the Gross Settlement Amount by the percentage increase for each additional Workweek above 12,100; or (b) end the Class and PAGA Periods early as of the date upon which the actual number of Workweeks totals 12,099 or fewer. Defendant agrees to inform Class Counsel of its election within seventy (70) calendar days of the date of mediation (i.e., by May 19, 2026), and to be prepared to inform the Court of its selection at the preliminary approval hearing.

9. MOTION FOR FINAL APPROVAL

9.1. Motion for Final Approval. No later than sixteen (16) court days before the calendared

Final Approval Hearing, Plaintiff will file in Court a notice and motion for final approval of the Settlement that includes a request for approval of the PAGA portion of the Settlement under California Labor Code section 2699(s)(2) and a proposed order granting final approval and judgment. Class Counsel and Defense Counsel will expeditiously meet and confer, in person or by telephone, and in good faith, to resolve any disagreements concerning the motion for final approval. Class Counsel is responsible for timely delivering the Final Approval Order and Judgment to the Administrator and LWDA.

9.2. 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 five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

9.3. Duty to Cooperate. If the Court does not grant settlement approval outright, or if the Court conditions approval on any material change to the Settlement, the Parties agree to expeditiously work together, and in good faith, to modify the terms of the Settlement and/or otherwise address the Court's concerns. The Court's decision to award less than the amounts requested for the Class Representative Enhancement Award, Class Counsel Fees Payment, Class Counsel Litigation Costs Payment, and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this Paragraph.

9.4. Enforceability and Continuing Jurisdiction of the Court. The Parties agree that this Agreement will be final, binding, and enforceable pursuant to California Code of Civil Procedure section 664.6. The Parties further agree that the Los Angeles County Superior Court will have continuing jurisdiction over the Parties, the Action, this Agreement, and the Settlement, including following any entry of Judgment for purposes of enforcement, interpretation, settlement administration, and any post-Judgment issues that arise. The prevailing party in any litigation for enforcement of settlement shall be entitled to reasonable attorneys' fees and litigation costs as determined by the Court.

1 9.5. Waiver of Right to Appeal. Provided the Final Approval Order and Judgment is consistent
2 with the terms and conditions of this Agreement, the Parties, their respective counsel, and
3 all Participating Class Members waive all rights to appeal from the Final Approval Order
4 and Judgment, including all rights to post-Judgment and appellate proceedings, the right
5 to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals.
6 The waiver of appeal does not include any waiver of the right to oppose such motions,
7 writs, or appeals. If an objector appeals the Final Approval Order and Judgment, the
8 Parties' obligations to perform under this Agreement will be suspended until such time
9 as the appeal is finally resolved and Judgment becomes final, except as to matters that do
10 not affect the Net Settlement Amount.

11 9.6. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
12 reviewing Court vacates, reverses, or modifies Judgment in a manner that requires a
13 material modification of this Agreement (including, but not limited to, the scope of release
14 to be granted by Class Members), this Agreement shall be null and void. The Parties shall
15 nevertheless expeditiously work together, and in good faith, to address the appellate
16 court's concerns and to obtain final approval of the Settlement and entry of Judgment,
17 sharing, on a 50/50 basis, any additional administration expenses reasonably incurred
18 after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of
19 the Class Representative Enhancement Award or any payments to Class Counsel shall
20 not constitute a material modification of Judgment within the meaning of this Paragraph,
21 so long as the Gross Settlement Amount is not reduced.

22 9.7. Amended Judgment. If any amended judgment is required under California Code of Civil
23 Procedure section 384, the Parties will work together, and in good faith, to jointly prepare
24 and submit a proposed amended judgment.

25 **10. ADDITIONAL PROVISIONS**

26 10.1. No Admission of Liability, Class Certification, or Representative Manageability for
27 Other Purposes. This Settlement represents a compromise and settlement of highly
28

disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Action, Operative Complaint, and PAGA Notices have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's affirmative defenses in the Action have any 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 and/or final approval of the Settlement, or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons and reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's affirmative 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).

10.2. No Solicitation. The Parties separately agree that they and their respective counsel and employees, if any, will not solicit any Class Member to opt out of or object to the Settlement or appeal from the Final Approval Order and Judgment. Nothing in this Paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with any ethical and fiduciary obligations owed to Class Members.

10.3. Integrated Agreement. Upon execution by all Parties and their respective counsel, this Agreement, together with its attached exhibits, shall constitute the entire agreement between the Parties relating to the alleged class and PAGA claims in the Action, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

10.4. 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 the Settlement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of Settlement, including any amendments to this Agreement.

10.5. Cooperation. The Parties and their respective counsel will cooperate with each other and use their best efforts, and in good faith, to implement the Settlement by, among other things, modifying this Agreement and/or submitting supplemental evidence and supplemental points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of the mediator and/or the Court for resolution. In the event the Parties seek the mediator's assistance, the Parties agree to split any applicable mediator costs equally, except that if the delay in finalizing the documents is caused by Defendant, then Defendant agrees to be solely responsible for those mediator costs.

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

10.7. No 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.

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

10.9. Agreement Binding on Successors. This Agreement will be binding upon, and inure to

the benefit of, the successors of each of the Parties.

10.10. Applicable Law. The Parties agree that this Agreement will be governed by and interpreted according to the laws of the State of California, without regard to conflict of law principles.

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

10.12. 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.

10.13. Use of Class Data. Information provided to Class Counsel pursuant to California Evidence Code section 1152 and all copies and summaries of the Class Data provided to Class Counsel by Defendant or Defense Counsel in connection with the mediation, other settlement negotiations, or in connection with the Settlement may be used only with respect to the Action and the 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 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 unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.

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

10.15. 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 legal court holiday, such date or deadline shall be on the first business day

thereafter.

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

To Plaintiff:

Kane Moon | E-mail: kmoon@moonlawgroup.com

Allen Feghali | E-mail: afeghali@moonlawgroup.com

Charlotte Mikat-Stevens | E-mail: cmikat-stevens@moonlawgroup.com

MOON LAW GROUP, PC

725 S. Figueroa St., 31st Floor

Los Angeles, California 90017

To Defendant:

Samuel G. Lockhart | E-mail: slockhart@lock-law.com

Steven C.J. Lockhart | E-mail: steven@lock-law.com

LOCKHART LAW FIRM, A.P.C.

41690 Ivy St., Suite C

Murrieta, CA 92562

10.17. Severability. The Parties agree if any provision of this Agreement is held to be illegal, invalid, or unenforceable, that provision will be severed from and no longer be a part of this Agreement. The legality of the Settlement and the remaining provisions will not be affected by a finding that any provision of this Agreement is illegal, invalid, or unenforceable.

10.18. Advice of Counsel. The Parties to this Agreement are represented by competent counsel and have had an opportunity to consult with said counsel. The Parties further agree that this Agreement reflects a good faith compromise of claims raised in the Action based upon their independent assessment of the mutual risks regarding the strengths and weaknesses of the claims and the inherent costs and delay that would be involved in continued litigation.

10.19. Execution in Counterparts. This Agreement may be executed in one or more counterparts, and electronic signatures (e.g., DocuSign, Adobe) for purposes of this Agreement shall

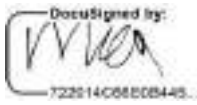
be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this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

10.20. Stay of Litigation. The Parties agree to stay the Action as of March 10, 2026. Pursuant to California Code of Civil Procedure section 583.330, the Parties further agree that the date to bring a case to trial under California Code of Civil Procedure section 583.310 will be extended for the duration of the settlement approval process.

AGREED AND UNDERSTOOD BY:

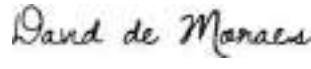
Plaintiff & Class Representative:

Dated: 6/19/2026

By: 
Plaintiff, Michael Stallings

Defendant:

Dated: 07 / 01 / 2026

By: 
Dedicated Freight Handlers, Inc.
Name: David De Moraes
Title: CEO

APPROVED AS TO FORM ONLY BY:

Plaintiff's Counsel:

Dated: 6/19/2026

MOON LAW GROUP, PC

By: 
Kane Moon
Allen Feghali
Charlotte Mikat-Stevens
Attorneys for Plaintiff Michael Stallings

Defendant’s Counsel:

Dated: 07 / 01 / 2026

LOCKHART LAW FIRM, A.P.C.

Steven Lockhart

By: _____

Samuel G. Lockhart

Steven C.J. Lockhart

Attorneys for Defendant Dedicated Freight Handlers,
Inc.

Exhibit A

NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

PLEASE READ THIS NOTICE

Your legal rights are affected whether or not you act. Please read this notice carefully.

In the class and representative action entitled *Michael Stallings v. Exel, Inc. dba DHL Supply Chain, et al.*, Los Angeles County Superior Court, Case No. 23STCV31139 ("Action"), Plaintiff Michael Stallings ("Plaintiff") alleges that Defendant Dedicated Freight Handlers, Inc. ("Defendant") violated several provisions of the California Labor Code and California Business and Professions Code, and owes civil penalties to the Labor and Workforce Development Agency ("LWDA") and Aggrieved Employees (defined below) under the Private Attorneys General Act, California Labor Code sections 2698, *et seq.* ("PAGA"). Defendant denies any liability or wrongdoing of any kind and contends, among other things, that it complied at all times with the California Labor Code, the California Business and Professions Code, all Industrial Welfare Commission Wage Orders, and all applicable law.

However, in the interest of avoiding further litigation and the costs and uncertainties associated with further litigation, Plaintiff and Defendant have reached a Joint Stipulation of Class and Representative Action Settlement Agreement ("Settlement"), which has been preliminarily approved by the Court. By agreeing to the Settlement, Defendant in no way admits any violation of law and expressly denies any liability to Plaintiff or others.

You are subject to the terms of the Settlement because you have been identified by Defendant's records as a Class Member and/or Aggrieved Employee.

"Class" means all current and former non-exempt employees of Defendant in California paid on an hourly or piece-rate basis, employed from September 23, 2022 through March 10, 2026 ("Class Period").

"Aggrieved Employees" means all current and former non-exempt employees of Defendant in California paid on an hourly or piece-rate basis, employed from December 16, 2022 through March 10, 2026 ("PAGA Period").

YOUR LEGAL RIGHTS AND OPTIONS WITH RESPECT TO THE SETTLEMENT

Participate in the Settlement	If you want to participate in the Settlement, remain in the Class, and receive your Individual Class Payment and Individual PAGA Payment, <u>then you do not need to do anything.</u>
Exclude Yourself From the Settlement	If you do not want to participate in the Settlement or remain in the Class, <u>then you need to follow the instructions in Section 6.</u> If you exclude yourself from the Settlement, you will not receive your Individual Class Payment, and you will not release the Released Class Claims against the Released Parties (defined in Section 4, below). However, if the Settlement is approved by the Court and you are an Aggrieved Employee, you will receive your Individual PAGA Payment, and you will release the Released PAGA Claims, even if you exclude yourself from the Settlement.
Object to the Settlement	If you want to object to the terms of the Settlement but remain in the Class, <u>then you need to follow the instructions in Section 7.</u> If you object to the Settlement, you will still be bound by the terms of the Settlement if it is approved by the Court.

1. WHY DID I GET THIS NOTICE?

You have received this Notice because Defendant's records reflect that you are a Class Member and/or Aggrieved Employee (defined above). Because the Settlement, which has been preliminarily approved by the Court, affects Class Members' and Aggrieved Employees' legal rights, the Court ordered that this Notice be sent to you. This Notice provides you with information about (1) the Action, (2) the monetary terms of the Settlement, (3) your estimated Individual Class Payment, provided you do not request to be excluded from the Settlement, (4) your estimated Individual PAGA Payment, (5) the terms of the Settlement, including the claims that are being released, (6) how to participate in, exclude yourself from, or object to the Settlement, and (7) where to find additional information regarding the Action and Settlement.

2. WHAT IS THIS CASE ABOUT?

Plaintiff alleges that Defendant: (1) failed to pay minimum wages and overtime compensation for all hours worked, including by failing to incorporate all remuneration when calculating the overtime rate of pay; (2) failed to provide compliant meal periods or compensation in lieu thereof; (3) failed to provide compliant rest breaks or compensation in lieu thereof; (4) failed to reimburse for necessary business expenses incurred in the direct discharge of their duties to Defendant; (5) failed to timely pay all compensation due upon termination; (6) failed to provide accurate itemized wage statements;; (7) engaged in unlawful business practices in violation of California Business and Professions Code sections 17200, *et seq.*; and (8) owes civil penalties under PAGA.

Defendant denies these allegations and maintains it fully complied with all applicable laws. Defendant denies any liability or wrongdoing of any kind and contends, among other things, that it complied at all times with the California Labor Code, the California Business and Professions Code, the Industrial Welfare Commission Wage Orders, and all applicable law.

The Court has not ruled on the merits of the claims alleged by Plaintiff. By preliminarily approving

the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose the Action on the merits. Rather, the Court has determined only that there is sufficient evidence to determine, on a preliminary basis, that the proposed Settlement is fair, adequate, and reasonable. The final determination of this question will be made at the Final Approval Hearing. Defendant reserves the right, if for any reason the Settlement fails, to contest any factual or legal allegations, including to contest whether the Action should proceed as a class and/or representative action.

3. THE MONETARY TERMS OF THE SETTLEMENT AND CALCULATION OF YOUR INDIVIDUAL CLASS PAYMENT AND INDIVIDUAL PAGA PAYMENT

Without admitting any wrongdoing, and to avoid the business disruptions caused by litigating these claims, Defendant has agreed to pay a Gross Settlement Amount of \$150,000.00 to settle the Action. The following amounts will be paid from the Gross Settlement Amount:

- An Administrator Expenses Payment not to exceed a reasonable amount for reimbursement of the Administrator's reasonable fees and expenses;
- A Class Representative Service Payment not to exceed \$7,500.00 to the Class Representative for his services in support of the Action and a General Release;
- PAGA Penalties in the amount of \$15,000.00 allocated to the LWDA and Aggrieved Employees for the payment of civil penalties under PAGA;
- A Class Counsel Expenses Payment not to exceed a reasonable amount to Class Counsel for reimbursement of their reasonable expenses incurred to prosecute the Action; and
- A Class Counsel Fees Payment not to exceed 1/3 of the Gross Settlement Amount to Class Counsel for reimbursement of their reasonable fees incurred to prosecute the Action.

Net Settlement Amount: The amount remaining from the Gross Settlement Amount after the above deductions is called the "Net Settlement Amount." The Net Settlement Amount will be allocated to all Participating Class Members and calculated as follows:

1. The Administrator will determine the number of weeks each Participating Class Member worked for Defendant for at least one day during the Class Period ("Workweeks");
2. The Administrator will determine the value of a single Workweek by dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members; and
3. Each Participating Class Member shall receive an Individual Class Payment equal to his or her Workweeks multiplied by the value of a single Workweek.

You have been credited with [REDACTED] Workweeks. Based on these Workweeks, your Individual Class Payment, prior to any applicable withholdings, is estimated to be \$[REDACTED]. Depending on rulings from the Court that might affect the Gross Settlement Amount, as well as the number of Class Members who may exclude themselves from the Settlement, the actual amount you will receive if the Court grants Final Approval of the Settlement may vary from this estimated amount.

Individual PAGA Payment: A total of Fifteen Thousand Dollars (\$15,000.00) of the Gross Settlement Amount has been allocated to PAGA Penalties. Of this amount, seventy-five percent (75%) (\$11,250.00) shall be paid to the California Labor and Workforce Development Agency ("LWDA PAGA Payment"), and twenty-five percent (25%) (\$3,750.00) (the "Individual PAGA

Payment”) shall be paid on a pro rata basis to Aggrieved Employees, calculated as follows:

The Administrator will determine the number of pay periods each Aggrieved Employee worked for Defendant for at least one day during the PAGA Period (“PAGA Pay Periods”);

1. The Administrator will determine the value of a single PAGA Pay Period by dividing the Individual PAGA Payment by the total number of PAGA Pay Periods worked by all Aggrieved Employees; and
2. Each Aggrieved Employee shall receive an Individual PAGA Payment equal to his or her PAGA Pay Periods multiplied by the value of a single PAGA Pay Period.

You have been credited with [REDACTED] PAGA Pay Periods. Based on these PAGA Pay Periods, your Individual PAGA Payment is estimated to be \$ [REDACTED]. Depending on rulings from the Court that might affect the Gross Settlement Amount, the actual amount you will receive if the Court grants Final Approval of the Settlement may vary from this estimated amount.

If you dispute the total number of Workweeks and/or PAGA Pay Periods that you have been credited, you may challenge the allocation by sending a Challenge to the Calculation of Workweeks and/or Pay Periods to the Administrator (“Challenge”). Your Challenge should (1) contain your name, address, and telephone number and the case name and number of the Action (i.e., *Michael Stallings v. Exel, Inc. dba DHL Supply Chain, et al.*, Los Angeles County Superior Court, Case No. 23STCV31139); (2) clearly state the number of Workweeks and/or PAGA Pay Periods you believe is correct; and (3) attach any documentary evidence you have to prove the number of contended Workweeks and/or PAGA Pay Periods. Your Challenge must be postmarked on or before [Response Deadline] and returned to the Administrator at the following address:

[Administrator]
[contact info]

For tax purposes, ten percent (10%) of each Individual Class Payment will be allocated to wages and subject to all applicable employee state and federal tax withholdings; and ninety percent (90%) of each Individual Class Payment will be considered penalties, liquidated damages, interest, and any other non-wage related payments. The amount allocated as wages will be reported on an IRS Form W-2, and the remaining amount allocated as penalties, liquidated damages, interest, and other non-wage payments will be reported on an IRS Form 1099. One hundred percent (100%) of each Individual PAGA Payment will be allocated as penalties and reported on an IRS Form 1099. In addition to the Gross Settlement Amount, Defendant will pay all employer-payroll taxes in connection with the portion of the Settlement allocated towards wages. Class Members are responsible for paying taxes on other amounts received. This Notice is not tax advice, and you should consult your tax advisor.

Checks will be valid for one hundred and eighty (180) days. After that, checks will become void, and a stop payment will be placed on the uncashed checks. Settlement checks that are not cashed within one hundred and eighty (180) days of mailing, or are returned to the Administrator as undeliverable, will be cancelled, and the Administrator shall send the funds associated with uncashed checks to the California Controller's Unclaimed Property Fund in the name of the Class Member. Class Members who do not timely cash their checks should contact the Administrator to determine how they can obtain their payment. **Class Members will be bound by the Settlement even if they do not cash their settlement checks.**

4. WHAT AM I RELEASING AS A CLASS MEMBER UNDER THE SETTLEMENT?

As of the date Defendant fully funds the entire Gross Settlement Amount and all employer payroll taxes owed on the wage portions of the Individual Class Payments, all Class Members who do not opt out of the Settlement (*i.e.*, Participating Class Members), including Plaintiff, will fully and finally release and discharge the Released Parties from the Released Class Claims.

"Released Parties" means Defendant Dedicated Freight Handlers, Inc. and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates, including but not limited to Triune Logistics, LLC, an Illinois limited liability company, Triune Staffing, LLC, an Illinois limited liability company, Exel, Inc. dba DHL Supply Chain, and Employer's Outsourcing, Inc.

Release by Participating Class Members: All Class Members who do not timely opt out of the Settlement will release the Released Parties from all causes of action and claims that were alleged in Plaintiff's operative Second Amended Class Action and Representative Action Complaint or that reasonably could have been alleged based on the facts and legal theories contained therein during the Class Period, including all of the following claims for relief: (i) failure to pay all regular rate wages, minimum wages, straight time wages, overtime, and double time wages due; (ii) failure to provide compliant meal periods; (iii) failure to authorize and permit compliant rest breaks; (iv) failure to provide complete, accurate wage statements; (v) failure to pay wages timely at time of termination or resignation; (vi) failure to reimburse or indemnify necessary business expenses;; and (vii) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaint during the Class Period (collectively, the "Released Class Claims").

The definition of "Released Class Claims" for the Class Members shall expressly exclude all claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, all claims while classified as exempt, or all claims based on facts occurring outside of the Class Period.

5. WHAT AM I RELEASING AS AN AGGRIEVED EMPLOYEE UNDER THE SETTLEMENT?

As of the date Defendant fully funds the entire Gross Settlement Amount and all employer payroll taxes owed on the wage portions of the Individual Class Payments, Aggrieved Employees will fully

and finally release and discharge the Released Parties from the Released PAGA Claims. Released Parties are defined in Section 4 of this Notice, above.

Plaintiff, the LWDA, and all Aggrieved Employees will release the Released Parties from all causes of action and claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 that were alleged in Plaintiff's operative Second Amended Class Action and Representative Action Complaint and/or Plaintiff's PAGA notice letters to the LWDA or reasonably could have been alleged based on the facts and legal theories contained therein, during the PAGA Period, including claims for civil penalties based on the following: (i) failure to pay all regular rate wages, minimum wages, straight time wages, overtime, and double time wages due; (ii) failure to provide compliant meal periods; (iii) failure to authorize and permit compliant rest breaks; (iv) failure to timely pay wages during employment; (v) failure to provide complete, accurate wage statements; (vi) failure to pay wages timely at time of termination or resignation; (vii) failure to reimburse or indemnify necessary business expenses; (viii) failure to maintain accurate records of hours worked and meal periods in accordance with Labor Code Section 1174; and/or (ix) claims, causes of action or legal theories of relief seeking civil penalties under the California Labor Code Private Attorneys General Act of 2004 based on the PAGA Period facts pled in the operative complaint and underlying LWDA exhaustion letters (collectively, the "Released PAGA Claims").

In light of the binding nature of a PAGA judgment on non-party employees pursuant to *Arias v. Sup. Ct. (Angelo Dairy)* (2009) 46 Cal.4th 969 and *Cardenas v. McLane Foodservice, Inc.* (2011) 796 F.Supp.2d 1246, Aggrieved Employees who exclude themselves from the class action component of the Settlement shall nonetheless receive a payment for the amount of each such individual's estimated share of the Aggrieved Employees' portion of the PAGA Payment and shall have released PAGA claims.

**AGGRIEVED EMPLOYEES CANNOT OPT-OUT OF THE PAGA SETTLEMENT OR
THE RELEASE OF RELEASED PAGA CLAIMS, AND THEY WILL RECEIVE AN
INDIVIDUAL PAGA PAYMENT EVEN IF THEY OPT-OUT OF THE CLASS
SETTLEMENT.**

6. WHAT IF I DO NOT WANT TO PARTICIPATE IN THE CLASS SETTLEMENT?

You have the right to request exclusion from the Settlement as a Class Member. If you wish to exclude yourself from the Settlement, you must mail a Request for Exclusion to the Administrator at the address listed in Section 3 of this Notice, above. The Request for Exclusion must be valid and timely.

To be valid, the Request for Exclusion must (1) include your full name, address, telephone number, and signature, and a written statement requesting to be excluded from the Settlement; (2) state the case name and number of the Action (i.e., *Michael Stallings v. Exel, Inc. dba DHL Supply Chain, et al.*, Los Angeles County Superior Court, Case No. 23STCV31139); and (3) be mailed to the specified physical address of the Administrator. To be timely, the Request for Exclusion must be postmarked no later than the **[Response Deadline]**. The postmark date will be the exclusive means of determining whether a Request for Exclusion has been timely submitted. A Request for Exclusion form is attached to this Notice. You may complete and submit this form to exclude yourself from the Settlement. It is your responsibility to ensure the Administrator timely receives your Request for

Exclusion. Unless you timely request to be excluded from the Settlement, you will be bound by the Final Judgment upon Final Approval.

Class Members who request to be excluded from the Settlement will NOT receive their Individual Class Payment and will not release any of the Released Class Claims. However, Class Members who are Aggrieved Employees will receive their Individual PAGA Payment and will release the Released PAGA Claims, regardless of whether they submit a Request for Exclusion.

7. WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

You have the right to object to the Settlement or to any settlement term as a Participating Class Member. If you wish to object, you may (1) appear at the Final Approval Hearing and verbally object to the Settlement or any term thereof; and/or (2) send a written Objection to the Administrator at the address listed in Section 3 of this Notice, above. The written Objection must be valid and timely. To be valid, the written Objection must (1) include your full name, address, telephone number, and signature, the contact information for any attorney representing the objecting Class Member, if any, and the factual and legal bases for the Objection, including any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; (2) state the case name and number of the Action (i.e., *Michael Stallings v. Exel, Inc. dba DHL Supply Chain, et al.*, Los Angeles County Superior Court, Case No. 23STCV31139); and (3) be mailed to the specified physical address of the Administrator. To be timely, the written Objection must be postmarked no later than the **[Response Deadline]**. The postmark date will be the exclusive means of determining whether a written Objection has been timely submitted.

Filing an objection will ***not*** exclude you from the Settlement. If the Court grants Final Approval of the Settlement, you will still receive an Individual Class Payment, and you will be barred from pursuing the Released Class Claims. **Do not submit both an Objection and a Request for Exclusion. You may file one or neither.** If you file neither, then you will be automatically included in the Settlement and do not need to take any further action to receive a payment.

8. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Final Approval Hearing is scheduled to take place on _____, at _____ a.m. in the Superior Court of the State of California, County of Los Angeles, Department 12, Spring Street Courthouse, located at 312 N. Spring Street, Los Angeles, CA 90012. This date and time may be subject to change without notice to you. You may verify the hearing date on the following website: **[ADMINISTRATOR WEBSITE]**. Participating Class Members may appear in Court (or hire an attorney to appear in Court at their own expense) to offer comments and/or present verbal objections at the Final Approval Hearing.

9. WHO ARE THE ATTORNEYS?

<u>Attorneys for Plaintiff and the Class:</u>	<u>Attorneys for Defendant:</u>
Kane Moon (SBN 249834) E-mail: kmoon@moonlawgroup.com	Samuel G. Lockhart (SBN 256152) Steven C. J. Lockhart (SBN 327131)

Allen Feghali (SBN 301080) E-mail: afeghali@moonlawgroup.com Charlotte Mikat-Stevens (SBN 327047) E-mail: cmikat-stevens@moonlawgroup.com MOON LAW GROUP, PC 725 S. Figueroa Street, 31st Floor Los Angeles, California 90017 Telephone: (213) 232-3128 Facsimile: (213) 232-3125	LOCKHART LAW FIRM, A.P.C. 41690 Ivy St., Suite C Murrieta, CA 92562 Telephone: (951) 461-8878 Facsimile: (951) 823-5715 E-mail: slockhart@lock-law.com E-mail: steven@lock-law.com
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The Court has permitted, for purposes of settlement, the Attorneys for Plaintiff and the Class to represent the Participating Class Members. Other than the Class Counsel Fees Payment and Class Counsel Expenses Payment approved by the Court and to be paid out of the Gross Settlement Amount, you will not be charged for their services.

10. SHOULD I GET MY OWN LAWYER?

You do not need to get your own lawyer. If you want your own lawyer to speak for you or appear in Court, you have the right to hire one, but you will have to pay for that lawyer yourself.

11. FURTHER INFORMATION

The foregoing is only a summary of the Settlement. For the precise terms and conditions of the Settlement and other important case documents, please see the Settlement available at www.lockhart-law.com, or contact Class Counsel at the address or telephone number provided in Section 9, above.

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO
INQUIRE ABOUT THIS SETTLEMENT.**