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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

AMBER BRAXTON, an individual; TAVARES ANDREWS, an individual; on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

CAPITAL EXPRESS LINES, INC., a California Corporation; and DOES 1 through 10, inclusive,

Defendants.

CASE NO. 24CV010352

PLAINTIFFS' NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Hearing Date: November 20, 2026
Hearing Time: 9:00 a.m.
Dept.: 8A

[*Filed concurrently with the Declaration of Joshua H. Haffner, Declaration of Amber Braxton, Declaration of Tavares Andrews, and [Proposed] Orde*r]

(Assigned for all purposes to the Hon. Jill H. Talley)

TO ALL THE PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:

YOU ARE HEREBY NOTIFIED THAT at 9:00 a.m. on November 20, 2026, in Department 8A at the above entitled Court located at 500 G Street, Sacramento, CA 95814 before the Honorable Jill H. Talley, Plaintiffs Amber Braxton and Tavares Andrews ("Plaintiffs") will apply for an order: (1) preliminarily approving the proposed settlement of this class action with Defendant Capital Express Lines, Inc. ("Defendant"); (2) for settlement purposes only, conditionally certifying the Class, which is comprised of "[a]ll current or former drivers for Defendant who were California residents at any time from May 24, 2020 through the date of preliminary approval" (the "Class Period"); (3) provisionally appointing Plaintiffs as the Class Representatives for this Class; (4) provisionally appointing Joshua H. Haffner and Samantha A. Salas of Haffner Law PC as Class Counsel; (5) approving the form and method for providing class-wide notice; (6) directing that notice of the proposed settlement be given to the class; (7) appointing ILYM Group, Inc. as the Administrator, and (8) scheduling a final approval hearing date, on a date convenient for the Court, to consider Plaintiffs' motion for final approval of the settlement and for approval of attorneys' fees and expenses.

This Motion is made on the grounds that the proposed Settlement is fair, reasonable, and adequate under Code of Civil Procedure section 382 and California Rules of Court, rule 3.769, and the PAGA settlement meets the standards of former Labor Code section 2699, subdivision (l), and *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, as set forth in the accompanying Memorandum of Points and Authorities.

This motion is based on this Notice of Motion and Motion, the accompanying Memorandum of Points and Authorities, the Declaration of Joshua H. Haffner, the Declarations of Amber Braxton and Tavares Andrews, the Class Action and PAGA Settlement Agreement and Class Notice (Exhibit A thereto), attached as Exhibit 1 to the Declaration of Joshua H. Haffner, the pleadings and papers on file in this action, and such other oral and documentary evidence as may be presented at the hearing of this Motion. Because all Parties have agreed to the proposed class settlement, this motion is not opposed by Defendant.

DATED: October 28, 2026

HAFFNER LAW PC

By: 

Joshua H. Haffner
Samantha A. Salas
Attorneys for Plaintiffs and others Similarly situated

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiffs Amber Braxton and Tavares Andrews, individually, and on behalf of all others similarly situated ("Plaintiffs") respectfully submit this Motion seeking preliminary approval of a proposed settlement of $1,350,000.00 (One Million Three Hundred Fifty Thousand Dollars and Zero Cents) ("Settlement") of a putative class action and Private Attorney General Act ("PAGA") action brought on behalf of California drivers with Defendant Capital Express Lines, Inc. ("Defendant"). The Settlement resolves the claims of approximately 700 long-haul truck drivers who were California residents at any time from May 24, 2020 through the date of preliminary approval. Agreement ¶¶ 4, 9, 20, 61.[1]

This case turns on one pay practice. Defendant pays its drivers by the mile. Defendant's person most knowledgeable testified that a driver's gross pay is "the number of miles they drove" multiplied by "their per-mile rate." Haffner Decl. ¶ 16, Ex. 2 (Samra Dep.) 22:8-12. Plaintiffs contend that the mileage rate pays for driving and nothing else. Plaintiffs further contend that Defendant owed separate minimum wage for inspections, loading and unloading, fueling, waiting, and other nonproductive time.

Discussions and negotiations between counsel for the parties, formal and informal discovery, a full-day mediation, motion for class certification, as well as investigation and evaluation of the claims of Plaintiff by the parties has permitted both sides to accurately assess the merits of the claims and the defenses to those claims. The parties agree that the above-described discovery, investigation, mediation, and evaluation have been sufficient to assess the merits of the respective positions of each party and to compromise the issues in a fair and equitable basis. The parties have therefore concluded it is desirable that the action be settled upon such terms and conditions set forth in the Settlement Agreement. (See Haffner Decl., Exh. 1.)

The Settlement is non-reversionary, and Class Members are not required to submit a claim

[1] The Class Action and PAGA Settlement Agreement and Class Notice (the "Agreement") is attached as Exhibit 1 to the Declaration of Joshua H. Haffner ("Haffner Decl."). Capitalized terms have the meanings the Agreement gives them.

form to be paid. After the requested deductions, the Net Settlement Amount is approximately $807,542.75. Agreement ¶¶ 59(a), 60, 61. The Gross Settlement Amount represents approximately 27.1 percent of the maximum unpaid minimum wages Plaintiffs calculated for the Class and approximately 24.1 percent of the risk-weighted valuation of $5,610,000. Haffner Decl. ¶ 22. Those percentages are reasonable given the defenses Defendant raised, including its contention that it calculated hourly pay for every logged on-duty hour at a rate above minimum wage. Haffner Decl. ¶ 26.

Therefore, Plaintiffs request an order that (1) preliminarily approves the Settlement; (2) conditionally certifies, for settlement purposes only, a Class of "[a]ll current or former drivers for Defendant who were California residents at any time from May 24, 2020 through the date of preliminary approval"; (Agreement ¶ 4); (3) appoints Plaintiffs as Class Representatives; (4) appoints Joshua H. Haffner and Samantha A. Salas of Haffner Law PC as Class Counsel; (5) approves the form and method of the Class Notice; (6) directs that the Class Notice be mailed to the Class; (7) appoints ILYM Group, Inc. as Settlement Administrator, and (8) sets a Final Approval Hearing on a date convenient for the Court.

II. DESCRIPTION OF THE SETTLEMENT

A. The Gross Settlement Amount and Requested Deductions

Defendant has agreed to pay a Gross Settlement Amount of One Million Three Hundred Fifty Thousand Dollars ($1,350,000.00). Agreement ¶¶ 20, 59(a). The Settlement is entirely non-reversionary, meaning that no portion of the Gross Settlement Amount will revert to Defendant. Agreement ¶¶ 59(a), 60. The table below summarizes the Settlement's principal financial terms and the proposed deductions from the Gross Settlement Amount.

$1,350,000 (Gross Settlement Amount)
- $20,000 (Class Representative Service Payments - not to exceed $10,000 each)
- $15,000 (Class Counsel's litigation costs - not to exceed amount)
- $449,955 (attorneys' fees - not to exceed 33.33% of settlement)
- $42,502.25 (PAGA Penalties, consisting of the $31,876.68 LWDA PAGA Payment and $10,625.57 in Individual PAGA Payments)
- $15,000 (Administration Expenses Payment - not to exceed amount)

$807,542.75 (Net Settlement Amount to pay Individual Class Payments)

Any amount the Court does not award for fees, costs, service payments, administration, or PAGA penalties returns to the Net Settlement Amount for Participating Class Members. Agreement ¶¶ 59(b), 59(c), 59(g), 59(h), 59(i). If the total Class Period workweeks exceed 25,440 by more than 15 percent, the Gross Settlement Amount increases proportionally. Agreement ¶ 83(a).

B. Individual Class Payments

Each Participating Class Member will receive a pro rata share of the Net Settlement Amount based on the number of weeks worked during the Class Period. Agreement ¶ 59(d). Defendant represents that the Class worked approximately 25,440 workweeks during the relevant period. Agreement ¶ 61. Individual Class Payments will be allocated with 20% designated as wages and 80% designated as non-wages, such as penalties, interest, reimbursements. Agreement ¶ 59(e). Any Class Member who disagrees with the number of workweeks attributed to them may challenge that determination by submitting supporting documentation. Agreement ¶ 81. Class Members who timely opt out of the Settlement will not receive an Individual Class Payment. Agreement ¶ 59(f).

Defendant will pay to the Administrator the Gross Settlement Amount within 14 days after the Effective Date, but not earlier than 90 days after the Court grants final approval. Agreement ¶ 85. The distribution of Individual Class Payments to Participating Class Members along with the other Court-approved distributions shall be made by the Administrator within 10 days of the date Defendant fully funds the Gross Settlement Amount. Agreement ¶ 86. Checks remain valid for 180 days. Agreement ¶ 87. Funds from uncashed checks will be sent to the California Controller's Unclaimed Property Fund in the name of the Class Member. *Ibid.* No unpaid residue will remain under Code of Civil Procedure section 384. *Ibid.*

C. PAGA Penalties

The Settlement allocates $42,502.25 to PAGA penalties. Agreement ¶ 59(c). Seventy-five percent, or $31,876.68, goes to the Labor and Workforce Development Agency ("LWDA"). *Ibid.* Twenty-five percent, or $10,625.57, goes to Aggrieved Employees. *Ibid.* Aggrieved Employees are drivers who were California residents at any time from May 3, 2023 through the date of preliminary approval. Agreement ¶¶ 2, 32. Each receives a pro rata share based on PAGA workweeks. Agreement ¶ 59(c). Defendant represents there are approximately 14,931 PAGA workweeks, which

yields approximately $0.71 per PAGA workweek. Agreement ¶ 61. Aggrieved Employees cannot opt out of the PAGA portion of the Settlement. Agreement ¶ 59(c).[2] Plaintiffs submitted the Agreement to the LWDA when this motion was filed. Lab. Code, § 2699, former subd. (l)(2). Haffner Decl. ¶ 10.

D. Fees, Costs, Service Payments, and Administration

Class Counsel will request fees not to exceed 33.33 percent of the Gross Settlement Amount, currently $449,955, and litigation expenses not to exceed $15,000. Agreement ¶ 59(h). Plaintiffs will request service payments of up to $10,000 each. Agreement ¶ 59(g). The Court will decide each request at final approval. A smaller award will not void the Settlement. Agreement ¶¶ 59(g), 59(h). ILYM Group, Inc. will administer the Settlement for no more than $15,000. Agreement ¶¶ 47, 59(i).

E. The Release

Participating Class Members release claims "that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Complaint." Agreement ¶ 63. Aggrieved Employees release PAGA claims "based on the PAGA Period facts stated in the Complaint, the PAGA Notice, and ascertained in the course of the Action." Agreement ¶ 67. Plaintiffs alone give a general release and waive Civil Code section 1542. Agreement ¶¶ 69-71.

III. CASE BACKGROUND

A. Defendant's Per-Mile Pay Plan

Defendant is a Sacramento-based trucking company whose drivers travel long-haul routes, often spending days away from home. Haffner Decl. ¶ 13; Samra Dep. 10:21-22, 26:14-21. Defendant tracks drivers' time through electronic logging devices that classify time as driving, on duty not driving, off duty, or sleeper berth. Id. at 28:17-21, 29:5-16, 41:2-6.

Defendant pays drivers by the mile, while separately calculating hourly wages for driving and on-duty time. Samra Dep. 15:15-18, 22:8-12, 29:22-30:3. But those hourly wages are

[2] Plaintiffs gave notice to the LWDA and Defendant on May 3, 2024. Haffner Decl. ¶ 14. Because that notice preceded June 19, 2024, the version of Labor Code section 2699 in effect before the 2024 PAGA amendments governs this action, including the 75 percent and 25 percent allocation. Lab. Code, § 2699, subd. (v)(2).

"subsumed" by mileage pay. Id. at 41:23-42:5. Defendant's witness admitted that most drivers receive only their mileage-based earnings and that even ten additional hours of work would not increase their gross pay. Id. at 26:9-13, 32:12-33:8. Drivers receive no compensation for time logged as off duty or sleeper berth, even while away from home. Id. at 29:22-30:3. This uniform pay practice applies to all drivers. *Id.* at 17:1-3, 35:11-13. Plaintiffs' pay records confirm this practice. Andrews earned $2,335.70 in mileage pay for December 9–23, 2023, while his separately calculated $1,286.08 in hourly wages was subsumed in that amount. Haffner Decl. ¶ 17, Ex. 3 (CEL-000983); Samra Dep. 31:16-32:1. Similarly, Braxton earned $2,762.89 in mileage pay for October 24–November 8, 2022, despite logging 97.50 hours at $20 per hour. Haffner Decl. ¶ 17, Ex. 4 (CEL-001451).

B. Procedural History

Plaintiffs gave notice of their PAGA claims to the LWDA and Defendant on May 3, 2024. Haffner Decl. ¶ 14. Plaintiffs filed this action on May 24, 2024. The Complaint alleges seven causes of action. They are failure to pay minimum wages, failure to reimburse business expenses, failure to furnish accurate wage statements, failure to pay all wages owed each pay period, failure to pay all wages upon separation, violation of the Unfair Competition Law, and civil penalties under PAGA. Agreement ¶ 50.

The parties exchanged formal and informal discovery. Agreement ¶ 54. Defendant produced its written policies, its employee handbook, and Plaintiffs' driver logs, settlement summaries, and earning statements. Haffner Decl. ¶ 15. Plaintiffs deposed Defendant's person most knowledgeable, Gurdip Samra, on April 29, 2025. *Id.* ¶ 16. Before mediation, Defendant provided class-wide data on the number of drivers and pay periods. *Id.* ¶ 19. Plaintiffs used that data to prepare a damages model and a detailed mediation brief. *Id.* ¶ 19.

On January 9, 2026, Plaintiffs filed a Motion for Class Certification, set for hearing on April 3, 2026, in Department 23. Haffner Decl. ¶ 20. Plaintiffs asked the Court to certify the following class: "All current or former drivers for Defendant who were California residents at any time beginning four (4) years prior to the filing of this action through the date notice is mailed to the Class." *Ibid*. Plaintiffs sought certification of their claims that Defendant's per-mile pay plan failed

to pay minimum wage for non-productive time, failed to pay minimum wage for sleeper berth time while drivers were away from home, and failed to reimburse drivers for the cell phone expenses they incurred for work (Lab. Code, § 2802), along with the derivative claims for wage statement penalties, untimely and unpaid final wages, and violation of the Unfair Competition Law. Ibid. Plaintiffs also moved to be appointed class representatives and for appointment of Class Counsel. *Ibid*.

The parties attended a mediation only after Plaintiffs had deposed Defendant's person most knowledgeable, obtained class-wide data, and put a fully developed certification motion before the Court. Haffner Decl. ¶¶ 16, 19–20.

With the motion for class certification pending, the parties attended a full-day mediation on January 30, 2026 before Katherine J. Edwards, an experienced mediator of wage and hour class actions. Agreement ¶ 55. The motion was never heard. Haffner Decl. ¶ 20. The parties reached agreement and later executed the Agreement on May 12, 2026. Haffner Decl. ¶ 3.

IV. THE SETTLEMENT SHOULD BE PRELIMINARILY APPROVED

A. The Legal Standard

The settlement of a class action must be reviewed and approved by the Court in a two-step process. (Cal. Rules of Court, rule 3.769.) First, the parties must move for preliminary approval of the settlement, providing the Court with the settlement agreement and proposed notice to class members. (Cal. Rules of Court, rule 3.769(c).) If the Court grants preliminary approval, it will certify a provisional settlement class, approve the form of notice to be given to the class, and schedule a final approval hearing. (Cal. Rules of Court, rule 3.769(d), (e).) The notice must explain the proposed settlement, procedures for submission of written objections, and procedures for class members to appear at the final approval hearing. (Cal. Rules of Court, rule 3.769(f).) At the final approval hearing, the court will determine the fairness of the proposed settlement after providing the settlement class members with the opportunity to present any objections to the proposed settlement. (Cal. Rules of Court, rule 3.769(f), (g).)

For preliminary approval to be warranted, the proposed settlement need only be within the range of possible approval. (*Ogbuehi v. Comcast California/Colorado/Florida/Oregon, Inc.* (E.D.

Cal. 2014) 303 F.R.D. 337, 349.[3]) California courts have "routinely approved" class settlements entered into before an adversarial motion for class certification has been filed when the settlement is "found to be fair and reasonable." (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 244.)

Public policy favors the compromise of complex class action litigation. *Nordstrom Com. Cases* (2010) 186 Cal.App.4th 576, 581. The court asks whether the settlement is "fair, adequate, and reasonable." *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801. Relevant factors include the strength of the plaintiffs' case, the risk, expense, complexity, and likely duration of further litigation, the risk of maintaining class status through trial, the amount offered in settlement, the extent of discovery completed, and the experience and views of counsel. *Ibid.*

A presumption of fairness exists where the settlement is reached through arm's-length bargaining, investigation and discovery are sufficient to allow counsel and the court to act intelligently, counsel is experienced in similar litigation, and the percentage of objectors is small. *Id.* at p. 1802. The court must still receive enough information to make an independent assessment of the settlement's adequacy. *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-30, 133. A settlement "is not to be judged against a hypothetical or speculative measure of what might have been achieved by the negotiators." *Officers for Justice v. Civil Service Com.* (9th Cir. 1982) 688 F.2d 615, 625.

Preliminary approval is the first step. The court then directs notice to the class and holds a final approval hearing. Cal. Rules of Court, rule 3.769(c)-(g). At this stage the question is whether the settlement falls within the range of possible final approval.

B. The Settlement Is the Product of Informed, Arm's-Length Negotiations

The Settlement followed more than 18 months of hard-fought litigation, including the exchange of written discovery, the deposition of Defendant's person most knowledgeable, Plaintiffs' motion for class certification, and a full-day mediation before an experienced wage and hour mediator. Haffner Decl. ¶¶ 14-16, 20. Defendant did not come to the table until Plaintiffs had moved

[3] California courts may look to Fed. R. Civ. P. 23 and case law interpreting that rule for guidance in deciding class certification issues under California law. (*Soderstedt v. CBIZ Southern Cal., LLC*, (2011) 197 Cal.App.4th 133, 146 n.2.)

for class certification, and it asked to mediate with that motion pending. Haffner Decl. ¶ 20. The case settled because Plaintiffs had put Defendant on the defensive, not because Class Counsel were willing to take less to avoid the work. The involvement of a qualified mediator supports a finding that the settlement is not collusive. *Kullar, supra,* 168 Cal.App.4th at p. 133.

Class Counsel had the information needed to value the claims. Defendant's witness confirmed the pay formula, the hourly calculation, and the treatment of sleeper berth time under oath. Samra Dep. 22:8-12, 29:22-30:3, 41:23-42:5. Class Counsel reviewed Plaintiffs' pay records and driver logs against Defendant's class-wide data. Haffner Decl. ¶¶ 15, 19. Class Counsel then built a damages model for each claim. *Ibid.* Counsel had enough information to act intelligently. *Dunk, supra,* 48 Cal.App.4th at p. 1802.

Class Counsel are experienced in wage and hour class actions, including cases on behalf of truck drivers. Haffner Decl. ¶¶ 40-42. Class Counsel believe the Settlement is fair, reasonable, and adequate. *Id.* ¶ 32. The recommendation of experienced counsel is entitled to considerable weight. *Kullar, supra,* 168 Cal.App.4th at p. 133. The final presumption factor, the number of objectors, will be addressed at final approval.

C. The Settlement Amount Is Reasonable in Light of the Value of the Claims and the Risks of Litigation

In determining whether approval of a class action settlement is warranted, the Court examines factors such as the strength of the plaintiff's case; the risk, expense, complexity, and likely duration of further litigation; the risk of maintaining class action status through trial; the amount offered in settlement; the extent of discovery completed and the stage of the proceedings; the experience and views of counsel; the presence of a governmental participant; and the reaction of class members. (*Dunk, supra*, 48 Cal.App.4th at 1801.) A settlement is presumed fair when the settlement is a result of arms-length negotiation, investigation and discovery are sufficient to permit counsel and the court to act intelligently, counsel are experienced in similar litigation, and the percentage of objectors is small. (*Cho v. Seagate Tech. Holdings, Inc.* (2009) 177 Cal.App.4th 734, 743.) Here, the applicable factors weigh in favor of preliminary approval.

1. Plaintiffs' Damages and Risk-Adjusted Valuation

Plaintiffs calculated the maximum value of each class claim. Haffner Decl. ¶ 21. The calculation assumed each Class Member performed two hours of uncompensated nonproductive work per day, five days per week, an assumed hourly valuation rate of $20.00 per hour. *Ibid.* It also assumed $50 per month in unreimbursed cell phone expenses, a monthly wage of $5,000 for waiting time penalties, and the statutory maximum of $4,000 in wage statement penalties for every Class Member. *Ibid.* Applied to the 700 Class Members and 25,440 workweeks Defendant represented, the maximum class exposure as to Plaintiffs' class action claims is as follows.

Minimum Wage**:** Plaintiffs estimate each class member spent at least 2 hours per day on non-productive time. At 5 days per week in California, that is 10 hours per week per class member that was uncompensated. Assuming 25,440 weeks for all class members at 10 hours per week, there are 254,400 hours of minimum wages not paid. Based on an assumed hourly valuation rate of approximately $20.00 an hour, the class damages for the minimum wage claim are at least $5,088,000.00 for uncompensated time worked in California. Due to the substantial risks of proceeding with this action outlined below, Plaintiff estimates a 50% chance of succeeding in this cause of action. As a result, Plaintiffs estimate the value of their minimum wage cause of action as $2,544,000. Haffner Decl. ¶ 21.

Failure to Reimburse Business Expenses: Plaintiffs incurred at least $50 a month in expenses in carrying out their duties for Capital Express, consisting of cell phone bills. Assuming the class worked approximately 6,360 work months, the damages are estimated at $318,000. Due to the substantial risks of proceeding with this action outlined below, Plaintiff estimates a 25% chance of succeeding in this cause of action. As a result, Plaintiffs estimate the value of their claim for failure to reimburse business expenses at $79,500. Haffner Decl. ¶ 21.

Inaccurate Wage Statements: A violation of Cal. Labor Code § 226 for issuing inaccurate wage statement imposes penalties of $50 for the initial pay period and $100 for each violation in a subsequent pay period not to exceed $4,000. Assuming a $4,000 maximum for said violation for each of the 700 class members results in total penalties of $2,800,000. Due to the substantial risks of proceeding with this action outlined below, Plaintiff estimates a 50% chance of succeeding in this

cause of action. As a result, Plaintiffs estimate the value of their inaccurate wage statements claim is $1,400,000. Haffner Decl. ¶ 21.

Failure to Pay All Wages Owed:

A violation of Cal. Labor Code section 204 for failure to pay timely wages imposes penalties of $100 for the initial pay period and $200 for each violation in a subsequent pay period. There are 14,931 PAGA workweeks. Assuming the PAGA members are paid bi-weekly, this becomes 7,465 PAGA pay periods. Plaintiffs estimate that the total penalties for violating Labor Code section 204 are approximately $1,423,000. Due to the substantial risks of proceeding with this action outlined below, Plaintiff estimates a 50% chance of succeeding in this cause of action. As a result, Plaintiffs estimate the value of their failure to pay all wages owed claim is $711,500. Haffner Decl. ¶ 21.

Failure to Pay All Wages Upon Separation:

Penalties for failing to pay all wages at separation are one-month wages. Conservatively estimating monthly wages at $5,000, for 350 class members who no longer work for Defendant, the penalty is $1,750,000. Due to the substantial risks of proceeding with this action outlined below, Plaintiff estimates a 50% chance of succeeding in this cause of action. As a result, Plaintiffs estimate the value of their cause of action for failure to pay wages on separation is $875,000. Haffner Decl. ¶ 21.

Violation of California's Unfair Competition Act: As a result of Defendant's unlawful, unfair, and fraudulent business practices, Plaintiffs have suffered injury in fact and have lost money. Plaintiffs and the class seek an injunction prohibiting Defendant from engaging in the unlawful, unfair, and fraudulent conduct in the future. Plaintiffs estimate the value of their UCL cause of action is $0. Haffner Decl. ¶ 21.

Thus, the total risk-weighted value Plaintiffs estimated for the class on all claims was approximately $5,610,000. This settlement of $1,350,000 is approximately 24.1% of that value. Haffner Decl. ¶ 22.

2. The Risks Plaintiffs Faced

Where both sides face significant uncertainty, the attendant risks favor settlement. *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998). While Plaintiff believes that the Class' claims

are meritorious and that there is a reasonable probability that the Class would prevail at trial, Plaintiff recognizes that Defendant intends to assert numerous defenses relating to class certification and the merits, that litigation of those issues would consume time and resources, and that there is a risk that Defendant would prevail on one or more of such defenses.

Here, Defendant asserted several defenses that presented significant risks to Plaintiffs' claims and threatened to eliminate or substantially reduce any recovery to the Class. Haffner Decl. ¶¶ 26–31.

Defendant maintains that its compensation practices complied with California wage and hour laws and that all recorded on-duty time was properly compensated. Although Plaintiffs contend that Defendant unlawfully subsumed hourly wages into mileage-based compensation, Defendant argues that it separately calculated hourly wages for all logged on-duty time at rates ranging from $16.00 to $20.00 per hour and paid drivers the greater of their hourly or mileage-based earnings. Haffner Decl. ¶ 26; Samra Dep. 26:9–13, 41:23–42:5. Defendant would argue that this practice satisfied California's minimum wage requirements and distinguish its compensation system from the piece-rate practices addressed in *Armenta v. Osmose, Inc.* (2005) 135 Cal.App.4th 314 and *Gonzalez v. Downtown LA Motors, LP* (2013) 215 Cal.App.4th 36. If successful, this defense could substantially reduce Plaintiffs' minimum wage claims and limit recovery to unrecorded work time, which would require individualized inquiries into each driver's working hours.

Defendant would also dispute Plaintiffs' claim that sleeper berth time during multi-day trips constitutes compensable hours worked under Wage Order 9. Haffner Decl. ¶ 27. Although the California Supreme Court held that certain on-call sleep time was compensable under Wage Order 4, it expressly declined to determine whether the same rule applies under other wage orders. *Mendiola v. CPS Security Solutions, Inc.* (2015) 60 Cal.4th 833, 848–49.

Defendant further maintains that California wage and hour laws do not apply uniformly to Class Members' work performed outside California. Although the Class is defined by California residency, Class Members traveled through numerous other states, including Nevada, Utah, Texas, and Kansas. Haffner Decl. ¶¶ 13, 28. Defendant would argue that California law does not govern all hours worked outside the state and that certain Class Members were not based in California during

every pay period. See *Ward v. United Airlines, Inc.* (2020) 9 Cal.5th 732, 740. These arguments presented additional risks to Plaintiffs' ability to establish liability and recover wages and penalties on a classwide basis.

Defendant also maintains that a good faith dispute concerning its compensation practices would preclude recovery of waiting time and wage statement penalties. Waiting time penalties require a willful failure to pay wages, while wage statement penalties require a knowing and intentional violation. Lab. Code, §§ 203, subd. (a), 226, subd. (e)(1). See *Naranjo v. Spectrum Security Services, Inc.* (2024) 15 Cal.5th 1056, 1065 (holding that an employer's reasonable, good faith belief that it complied with wage statement requirements precludes a knowing and intentional violation). Defendant would argue that its hourly wage calculations demonstrate a good faith belief in compliance, potentially eliminating substantial statutory penalties. Haffner Decl. ¶ 29. Wage statement penalties are also subject to a one-year limitations period. Code Civ. Proc., § 340, subd. (a).

As to expense reimbursement, Defendant would argue that drivers' use of personal cell phones varied and that its written policy provided reimbursement for necessary business expenses. Haffner Decl. ¶ 18, Ex. 5 (CEL-001307). Defendant would further contend that determining whether expenses were necessary and reimbursable would require individualized inquiries, presenting additional obstacles to classwide liability and recovery. Haffner Decl. ¶ 30. While Plaintiffs believe these defenses could be overcome, they nevertheless presented substantial risks to the Class. Haffner Decl. ¶¶ 25–30.

There was also a significant risk that Plaintiffs would be unable to obtain class certification and therefore could not recover on behalf of employees other than themselves. Defendant has not stipulated to certification except for settlement purposes. Agreement ¶ 57. Defendant would argue that differences in drivers' recorded and unrecorded work time, interstate routes, and reimbursable expenses precluded common proof of liability and damages. Even if Plaintiffs obtained certification, Defendant would challenge the use of representative evidence to establish classwide liability at trial. See *Duran v. U.S. Bank National Assn.* (2014) 59 Cal.4th 1, 29, 31, 33–35. Thus, certification was

far from certain, and continued litigation through certification, trial, and likely appeal would have substantially delayed any recovery. Haffner Decl. ¶ 31.

Although Plaintiffs believe their claims have merit and that Defendant's defenses could be overcome, the uncertainty surrounding liability, certification, and recovery presented significant risks. The Settlement avoids those risks and provides a certain recovery to Class Members without the expense and delay of further litigation.

3. The Settlement Falls Within the Range of Reasonableness

A settlement may be reasonable even though it is a fraction of the maximum potential recovery. *In re Mego Financial Corp. Securities Litigation* (9th Cir. 2000) 213 F.3d 454, 459. The "very essence of a settlement is compromise." *Officers for Justice, supra,* 688 F.2d at p. 624. Here, the Settlement recovers approximately 26.5 percent of the unpaid minimum wages Plaintiffs calculated. Haffner Decl. ¶ 22. It does so without a contested certification hearing, trial, or appeal. The Settlement is within the range of possible approval.

4. Benefits to the Settlement Class.

The proposed settlement provides substantial benefits to the Settlement Class. Each Settlement Class Member will receive a monetary payment in proportion to the amount of time that the Settlement Class Member worked for Defendants. (Settlement Agreement ¶ 59 (c), (d).) In exchange for this consideration, the Settlement Class Members will release Defendants from any and all, known or unknown, claims that were brought in Plaintiffs' Complaint or could have been brought based on the facts alleged therein. (Settlement Agreement ¶¶ 63-68.) The claims process will be administratively simple for the Class Members to navigate. There is no claims-made procedure; all Class Members will participate in the Settlement unless they submit an opt-out request. (Settlement Agreement ¶ 36.) The estimated amount of payment (and how that payment was calculated) for each Settlement Class Member will receive will be provided in the Notice of Estimated Individual Settlement Payment that will accompany the Settlement Notice. (Haffner Decl., at 20, Exh. 1.)

Furthermore, the Settlement Class Members will receive an average share of approximately $1,153.63. It is unlikely that Settlement Class Members could do significantly better by litigating

their claims individually. (See *Dunk, supra*, 48 Cal.App.4th at 1807 n.19.) Further, the Settlement Class Members would recover nothing if a jury were to disagree with Plaintiff's contentions. Haffner Decl. ¶ 23.

5. Experience/Views of Counsel.

Settlement Class Counsel has over 28 years' experience in the litigation of complex class action cases, including wage and hour class actions. (See Haffner Decl., ¶¶ 40-45.) Settlement Class Counsel views this as a good result.

6. Governmental Participant.

This factor is not applicable to this case as there are no governmental participants in this litigation.

7. Reactions of Class Members.

This factor can only be considered at the Final Approval stage, after the Settlement Class members have received the Settlement Notice and had the opportunity to opt out of or object to the Settlement if they so choose. The Parties anticipate that the Settlement Class members will welcome the Settlement.

D. The Settlement Does Not Grant Preferential Treatment

Every Participating Class Member is paid under the same formula, based on weeks worked. Agreement ¶ 59(d). Plaintiffs will request service payments of up to $10,000 each at final approval. Agreement ¶ 59(g). Service payments compensate a class representative for time, effort, and risk in pursuing the action. *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 804-06. Plaintiffs gathered documents for discovery and mediation, remained available to answer any questions, and tracked the status of their case frequently. Braxton Decl. ¶¶ 8-9. Andrews Decl. ¶¶ 8-9. Haffner Decl. ¶ 33. Plaintiffs also give a general release that absent Class Members do not. Agreement ¶¶ 69-71. Plaintiffs will support the request with detailed declarations at final approval.

E. Attorneys' Fees Will Be Decided at Final Approval

Class Counsel will move for fees and costs before the Final Approval Hearing. A court may award fees as a percentage of a common fund and may check that percentage against counsel's lodestar. *Laffitte v. Robert Half Internat. Inc.* (2016) 1 Cal.5th 480, 503-06. Class Counsel will

submit lodestar information with that motion. Haffner Decl. ¶ 34. Class Members will be told the maximum fee request in the Class Notice and may object to it.

V. THE CLASS SHOULD BE CONDITIONALLY CERTIFIED FOR SETTLEMENT PURPOSES

As discussed more thoroughly in Plaintiffs' Motion for Class Certification, filed on January 9, 2026, this class can, and should, be conditionally certified for settlement purposes. Haffner Decl. ¶ 20.

Code of Civil Procedure section 382 authorizes class actions. The proponent must show an ascertainable class and a well-defined community of interest. *Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 326. Community of interest requires predominant common questions, typical claims, and adequate representation. *Ibid.* Defendant stipulates to certification for settlement purposes only. Agreement ¶ 57.

A. The Class Is Ascertainable and Numerous

A class is ascertainable when it is defined by objective characteristics and common transactional facts that make identification of class members possible when necessary. *Noel v. Thrifty Payless, Inc.* (2019) 7 Cal.5th 955, 980. The Class is defined by employment as a driver and California residency during a fixed period. Agreement ¶ 4. Defendant's payroll and personnel records identify every Class Member. Agreement ¶ 77. The Class has approximately 700 members. Agreement ¶ 61. A class of 42 members is sufficiently numerous. *Rose v. City of Hayward* (1981) 126 Cal.App.3d 926, 934. The Class is numerous.

B. Common Questions Predominate

Claims that a uniform policy violates the wage and hour laws are "of the sort routinely, and properly, found suitable for class treatment." *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1033. Here, Defendant's witness testified that the pay plan applies the same way to all drivers. Samra Dep. 17:1-3, 35:11-13. Whether that plan pays minimum wage for nonproductive time, and whether Defendant owed pay for sleeper berth time, are common questions. Individual differences in damages do not defeat predominance. *Sav-On, supra,* 34 Cal.4th at p. 334.

Common questions of fact and law include, but are not limited to:

- Whether Defendant engaged in a pattern or practice of failing to pay Plaintiffs and the members of the Class minimum wage for all hours worked, including in particular non-driving time;
- Whether Defendant engaged in a pattern or practice of failing to reimburse Plaintiff and the members of the Class for reasonable business expenses incurred;
- Whether Defendant engaged in unfair practice and violated California Business and Professions Code section 17200 by failing to provide and/or compensate Plaintiff and the members of the Class for minimum wage, as alleged herein;
- Whether Defendant violated Labor Code section 226 by issuing inaccurate itemized wage statements to Plaintiff and members of the Class that failed to include payments for overtime, among wages earned throughout the Class period;
- Whether Defendant violated Labor Code section 203 by failing to pay Plaintiff and members of the Class all wages due upon separation; and
- Whether Defendant violated Labor Code §§ 2698, *et seq.* ("PAGA") by failing to provide and/or compensate Plaintiff and other aggrieved employees for minimum wages, failing to pay all wages at separation, failing to provide all wages owed ever pay period, failing to reimburse reasonable business expenses, and failing to provide accurate wage statements, as alleged herein.

While Defendant disputes whether common questions would predominate if class certification issues were litigated, the parties agree that avoidance of the uncertainty and time that litigation over class certification would consume warrants settlement of the Class claims. Furthermore, the Settlement Class Members will receive an average share of approximately $1,153.63. It is unlikely that Settlement Class Members could do significantly better by litigating their claims individually. (*See Dunk*, *supra*, 48 Cal.App.4th at 1807 n.19.) Further, the Settlement Class Members would recover nothing if a jury were to disagree with Plaintiff's contentions.

C. Plaintiffs' Claims Are Typical

Plaintiffs' claims are typical of those of the Settlement Class Members because they arise from the same alleged improper practices by Defendant and involve the same legal issues. Haffner

Decl. ¶ 37. Plaintiffs pursued this action to obtain compensation for themselves and the Settlement Class Members. Braxton Decl. ¶ 6; Andrews Decl. ¶ 6. Typicality is satisfied where "other [class] members have the same or similar injury, whether the action is based on conduct, which is not unique to the named plaintiffs, and whether other class members have been injured in the same course of conduct." (*Seastrom v. Neways, Inc.* (2007) 149 Cal.App.4th 1496, 1502 (quoting *Hanon v. Dataproducts Corp.* (9th Cir. 1992) 976 F.2d 497, 508).) Here, the Settlement Class Representatives' alleged injuries are the same as the alleged injury to the other Class Members, namely, that wage and hour violations arising out of Defendants' practices concerning California resident drivers Defendant classifies as independent contractors.

D. Plaintiffs and Class Counsel Are Adequate

A class representative is adequate to represent a class if the representative's attorney is qualified to conduct the litigation and the representative's interests are not antagonistic to the interests of the class. (*Caro v. Procter & Gamble Co.* (1993) 18 Cal.App.4th 644, 669 n.21.) Here, the Settlement Class Representatives have no conflicts with the other members of the Class, and have suffered the same injury suffered by the Class Members, as explained above. Furthermore, the Settlement Class Representatives retained experienced counsel with expertise in complex class actions, including in particular wage and hour class actions, and who has served as counsel for numerous class action lawsuits. (Haffner Decl., ¶¶ 38-40.) Accordingly, the adequacy of representation requirement is met.

E. A Class Action Is Superior

For a class to be certified, a class action must be a superior means of resolving the dispute. (*Soderstedt v. CBIZ Southern Cal., LLC* (2011) 197 Cal.App.4th 133, 156.) In assessing superiority, the court must consider the "respective benefits and burdens of class litigation; maintenance of the class action will only be permitted where substantial benefits accrue to both the litigants and the court." (*Ib.*) Here, a class action settlement is a superior means of resolving the Class Members' claims rather than conducting 700 separate lawsuits. Furthermore, resolving these claims in one action promotes judicial economy avoiding the administrative burden that California courts would face in potentially adjudicating 700 individual actions. Class treatment avoids duplicative trials on

the same evidence. *Sav-On, supra,* 34 Cal.4th at p. 340.

VI. THE PAGA SETTLEMENT SHOULD BE APPROVED

The Court must review and approve any PAGA settlement. Lab. Code, § 2699, former subd. (l)(2). In determining whether a PAGA settlement is fair, reasonable, and adequate, the Court considers PAGA's purposes of remediating Labor Code violations and deterring future misconduct. *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 76–77, disapproved on another ground in *Turrieta v. Lyft, Inc.* (2024) 16 Cal.5th 664, 710.

In evaluating the PAGA claims, Plaintiffs considered the potential penalties arising from the alleged Labor Code violations, the likelihood of establishing liability, and the substantial risks of continued litigation. Haffner Decl. ¶ 25. Defendant represents that Aggrieved Employees worked approximately 14,931 workweeks during the PAGA Period. Agreement ¶ 61. Plaintiffs recognize that the maximum statutory penalties do not reflect the realistic value of these claims, particularly given Defendant's defenses concerning its compensation practices, the applicability of California wage laws to interstate work, and the possibility of judicial reduction of penalties. Haffner Decl. ¶ 24. The Court has discretion to reduce penalties where the maximum would be unjust, arbitrary and oppressive, or confiscatory. Lab. Code, § 2699, former subd. (e)(2).

The Settlement allocates $42,502.25 to PAGA penalties. Agreement ¶ 59(c). This amount represents five percent of the $850,045 remaining from the $1,350,000 Gross Settlement Amount after deducting the proposed attorneys' fees ($449,955), litigation costs ($15,000), Class Representative Service Payments ($20,000), and settlement administration expenses ($15,000), but before deducting the PAGA allocation itself. Agreement ¶ 59(c); Haffner Decl. ¶ 4. Of the $42,502.25 PAGA allocation, 75 percent ($31,876.68) will be paid to the Labor and Workforce Development Agency, and 25 percent ($10,625.57) will be distributed to Aggrieved Employees on a pro rata basis according to their PAGA workweeks. Agreement ¶ 59(c). In light of the substantial risks of establishing liability and recovering the maximum statutory penalties, Plaintiffs submit that the PAGA allocation is fair, reasonable, and adequate. Haffner Decl. ¶ 24. Plaintiffs submitted the Agreement to the LWDA when this motion was filed. Haffner Decl. ¶ 10.

VII. THE PROPOSED NOTICE IS APPROPRIATE

Notice of a class settlement must be given in a manner the court approves. Cal. Rules of Court, rule 3.769(f). The court considers the interests of the class, the type of relief, the cost of notice, and the resources of the parties. Cal. Rules of Court, rule 3.766(e).

Within 15 days after preliminary approval, Defendant will give the Administrator each Class Member's name, last known address, telephone number, Social Security number, and workweeks. Agreement ¶ 77. The Administrator will update addresses through the National Change of Address database. Agreement ¶ 78. Within 10 days after receiving the data, the Administrator will mail the Class Notice by first-class mail in English and Spanish. *Ibid.* Returned notices will be skip-traced and re-mailed within 10 days. Agreement ¶ 79.

The Class Notice describes the claims, the Settlement terms, each deduction, and the release. Agreement Ex. A. It states each Class Member's workweeks and estimated payment. Agreement ¶ 81. Class Members have 45 days from mailing to opt out, object, or dispute their workweeks. Agreement ¶¶ 28, 81, 83. Re-mailed notices extend that deadline by 15 days. Agreement ¶ 79. The notice program is the best notice practicable and satisfies due process.

VIII. CONCLUSION

Plaintiffs request that the Court grant preliminary approval of the Settlement, conditionally certify the Class for settlement purposes, appoint Plaintiffs as Class Representatives and Joshua H. Haffner and Samantha A. Salas of Haffner Law PC as Class Counsel, appoint ILYM Group, Inc. as Settlement Administrator, approve the form and manner of the Class Notice, direct that notice be provided to the Class, and schedule a Final Approval Hearing on a date convenient for the Court.

DATED: October 28, 2026

HAFFNER LAW PC

By: Samantha Salas
Joshua H. Haffner
Samantha A. Salas
Attorneys for Plaintiffs and others similarly situated

PROOF OF SERVICE
Case No. 24CV073203

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 15260 Ventura Blvd., Suite 1520 Sherman Oaks, CA 91403.

On **June 9, 2026,** I served the foregoing document described as**:**

1. **PLAINTIFFS' NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**
2. **DECLARATION OF JOSHUA H. HAFFNER IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**
3. **DECLARATION OF AMBER BRAXTON IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**
4. **DECLARATION OF TAVARES ANDREWS IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**
5. **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**

on the interested parties in the action by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

ATTORNEY	DEFENDANT
Michelle Finkel Ferber, Esq. Jennifer R. Lucas, Esq. Jessica M Di Palma, Esq. FERBER LAW, A Professional Corporation 2603 Camino Ramon, Suite 385 San Ramon, CA 94583 Email: mferber@ferberlaw.com Email: *jlucas@ferberlaw.com* *Email: jdipalma@ferberlaw.com* *Assistant: cpierce@ferberlaw.com*	Attorney for Defendants: Capital Express Lines, Inc. Telephone: (925) 355-9800

X **(BY ELECTRONIC MAIL)** On the above-mentioned date, from Los Angeles, California, I caused each such document to be transmitted electronically to the party(ies) at the e-mail address(es) indicated above. To the best of my knowledge, the transmission was reported as complete, and no error was reported within 24 hours, that the electronic transmission was not completed.

X **[STATE]** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

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

Executed on October 28, 2026, at Los Angeles, California.

Samantha A. Salas

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Attorneys for Plaintiffs AMBER BRAXTON, TAVARES ANDREWS, and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

AMBER BRAXTON, an individual; TAVARES ANDREWS, an individual; on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

CAPITAL EXPRESS LINES, INC., a California Corporation; and DOES 1 through 10, inclusive,

Defendants.

CASE NO. 24CV010352

DECLARATION OF JOSHUA H. HAFFNER IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Hearing Date: November 20, 2026
Hearing Time: 9:00 a.m.
Dept.: 8A

(Assigned for all purposes to the Hon. Jill H. Talley)

DECLARATION OF JOSHUA H. HAFFNER

I, Joshua H. Haffner, declare as follows:

1. I am an attorney licensed to practice before all courts of the State of California. I am the owner of Haffner Law PC, counsel of record for Plaintiffs Amber Braxton and Tavares Andrews ("Plaintiffs") and the proposed Class in this action. I have personal knowledge of the facts stated in this declaration. If called as a witness, I could and would testify competently to them.

2. I submit this declaration in support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement.

THE SETTLEMENT AGREEMENT

3. A true and correct copy of the Class Action and PAGA Settlement Agreement and Class Notice (the "Agreement") is attached as Exhibit 1. The proposed Class Notice is Exhibit A to the Agreement. Plaintiffs executed the Agreement on May 5, 2026. Defendant Capital Express Lines, Inc. ("Defendant") executed it on May 12, 2026.

4. Under the Agreement, Defendant will pay a Gross Settlement Amount of $1,350,000. Agreement ¶¶ 20, 59(a). The settlement is non-reversionary. Agreement ¶¶ 59(a), 60. Class Members do not need to submit a claim to be paid. *Ibid.* The key financial terms and requested deductions are as follows:

$1,350,000 (Gross Settlement Amount)
- $20,000 (Class Representative Service Payments - not to exceed $10,000 each)
- $15,000 (Class Counsel's litigation costs - not to exceed amount)
- $449,955 (attorneys' fees - not to exceed 33.33% of settlement)
- $42,502.25 (PAGA Penalties, consisting of the $31,876.68 LWDA PAGA Payment and $10,625.57 in Individual PAGA Payments)
- $15,000 (Administration Expenses Payment - not to exceed amount)

$807,542.75 (Net Settlement Amount to pay Individual Class Payments)

5. Based on information provided by Defendant, we understand, the Class has approximately 700 members who worked approximately 25,440 workweeks during the Class Period. Agreement ¶ 61. Defendant also represents that Aggrieved Employees worked approximately 14,931 workweeks during the PAGA Period. *Ibid.*

6. Each Participating Class Member receives a pro rata share of the Net Settlement Amount based on weeks worked during the Class Period. Agreement ¶ 59(d). Each Aggrieved

Employee receives a pro rata share of the Individual PAGA Payments based on weeks worked during the PAGA Period. Agreement ¶ 59(c). Twenty percent of each Individual Class Payment is treated as wages and eighty percent as non-wages, such as penalties, interest, reimbursements. Agreement ¶ 59(e). No Class Member receives preferential treatment.

7. If the total Class Period workweeks exceed 25,440 by more than 15 percent, the Gross Settlement Amount increases proportionally. Agreement ¶ 83(a). If more than 15 percent of the Class opts out, measured by workweeks, Defendant may elect a pro rata reduction. *Ibid.* If more than 20 percent opts out, Defendant may elect a pro rata reduction or void the Settlement. *Ibid.*

8. Defendant will fund the Gross Settlement Amount within 14 days after the Effective Date, but not earlier than 90 days after final approval. Agreement ¶ 85. Checks remain valid for 180 days. Agreement ¶ 87. Funds from uncashed checks will be sent to the California Controller's Unclaimed Property Fund in the name of the Class Member. *Ibid.*

9. Participating Class Members release claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Complaint. Agreement ¶ 63. Aggrieved Employees release PAGA claims based on the PAGA Period facts stated in the Complaint and the PAGA Notice. Agreement ¶ 67. Only Plaintiffs give a general release. Agreement ¶¶ 69-71.

10. My office submitted the Agreement and this motion to the Labor and Workforce Development Agency ("LWDA") on October 28, 2026, the date this motion was filed. A true and correct copy of proof of that submission is attached hereto as Exhibit 2.

11. The parties selected ILYM Group, Inc. ("ILYM") as Settlement Administrator. ILYM will receive a payment of $15,000. Agreement ¶ 59(i). Neither I nor my firm has any financial interest in or relationship with ILYM other than a professional relationship from prior settlement administrations.

12. I am not aware of any other pending action asserting claims that would be released by this Settlement. Agreement ¶ 58.

CASE BACKGROUND

13. Defendant is a trucking company headquartered in Sacramento, California. Its drivers run over-the-road routes to states including Illinois, Washington, Utah, Nevada, Texas, and Kansas.

They are often away from home for days at a time.

14. Plaintiffs gave written notice of their PAGA claims to the LWDA and Defendant on May 3, 2024. Plaintiffs filed this action on May 24, 2024. The Complaint alleges seven causes of action. They are failure to pay minimum wages, failure to reimburse business expenses, failure to furnish accurate wage statements, failure to pay all wages owed each pay period, failure to pay all wages upon separation, violation of the Unfair Competition Law, and civil penalties under PAGA.

15. Before filing, my office interviewed Plaintiffs and reviewed their pay records. After filing, the parties exchanged formal and informal discovery. Defendant produced its employee handbook, its written policies, and Plaintiffs' driver logs, driver paid settlement summaries, and earning statements.

16. On April 29, 2025, I deposed Defendant's person most knowledgeable, Gurdip Samra. True and correct copies of the relevant excerpts of the transcript of Mr. Samra's deposition are attached hereto as Exhibit 3. Mr. Samra testified to the following:

(a) Defendant calculates drivers' gross pay by multiplying the miles driven by the driver's per-mile rate. Samra Dep. 15:15-18, 22:8-12.

(b) Defendant also calculates an hourly amount for time logged as driving or on duty not driving, but that amount "is subsumed" by mileage pay. Samra Dep. 29:22-30:3, 41:23-42:5.

(c) The majority of drivers earn enough mileage pay that their gross pay equals the mileage figure. Samra Dep. 26:9-13.

(d) Ten more hours of work in a pay period would not have changed a driver's gross pay. Samra Dep. 32:12-33:8.

(e) Drivers are not paid for time logged as sleeper berth or off duty, even when away from home. Samra Dep. 29:22-30:3.

(f) Drivers log time on an electronic logging device as driving, on duty not driving, off duty, or sleeper berth. Samra Dep. 28:17-21, 29:5-16, 41:2-6.

(g) The pay plan applies the same way to all drivers. Samra Dep. 17:1-3, 35:11-13.

17. Plaintiffs' pay records reflect this practice. For example, for the pay period of December 9 through December 23, 2023, Plaintiff Andrews was paid $2,335.70 for 4,174 miles at $0.55 per mile. Ex. 3 (CEL-000983). His pay stub also showed 80.38 hours at $16.00 per hour, or $1,286.08, which was subsumed in the mileage pay. *Ibid.* For the pay period of October 24 through

November 8, 2022, Plaintiff Braxton was paid $2,762.89 for 8,501 miles at $0.325 per mile. Ex. 4 (CEL-001451). Her pay stub showed 97.50 hours at $20.00 per hour. *Ibid*. True and correct copies of these earning statements, produced by Defendant and Bates-stamped CEL-000983 and CEL-001451, are attached as Exhibits 4 and 5. *Ibid.*

18. As Plaintiffs describe in their declarations, Defendant communicated with drivers on the road by text message to their personal cell phones and did not provide phones or reimburse drivers for their use. Defendant's handbook states that drivers who keep a cell phone on while driving must use a hands-free device. Ex. 5 (CEL-001316). It also states that "[t]he company reimburses employees for reasonable necessary business expenses." Ex. 5 (CEL-001307). True and correct copies of the relevant excerpts of Defendant's employee handbook, produced by Defendant and Bates-stamped CEL-001307 and CEL-001316, are attached as Exhibit 6.

19. Before mediation, Defendant provided class-wide data, My office used that data and Plaintiffs' records to build a damages model and prepare a detailed mediation brief.

20. On January 9, 2026, Plaintiffs filed a Motion for Class Certification, set for hearing on April 3, 2026. The motion asked the Court to certify the following class: "All current or former drivers for Defendant who were California residents at any time beginning four (4) years prior to the filing of this action through the date notice is mailed to the Class." Plaintiffs sought certification of their minimum wage claims for non-productive time and sleeper berth time, their claim for unreimbursed cell phone expenses under Labor Code section 2802, and their derivative wage statement, timely payment, waiting time, and Unfair Competition Law claims. The motion was supported by my declaration and the declarations of Vahan Mikayelyan and Plaintiff Tavares Andrews. On January 30, 2026, with the motion pending, the parties attended a full-day mediation by Zoom before Katherine J. Edwards, an experienced mediator of wage and hour class actions. The negotiations were adversarial, non-collusive, and conducted at arm's length. Eventually, after Defendant updated its estimate of drivers and workweeks to approximately 700 Class Members and 25,440 workweeks and further negotiations, the parties were able to reach a settlement on April 3, 2026. The parties then negotiated the long-form Agreement over the following months. The motion for class certification was never heard.

VALUATION OF THE CLAIMS

21. Plaintiffs estimates the maximum value of each class claim. Plaintiffs' damages model assumed that each Class Member performed two hours of uncompensated nonproductive work per day, five days per week, at a wage of $20.00 per hour. It also assumed $50 per month in unreimbursed cell phone expenses, a monthly wage of $5,000 for waiting time penalties, and the statutory maximum of $4,000 in wage statement penalties for each Class Member. The mediation model applied those assumptions to Defendant's pre-mediation estimate of drivers and workweeks. Applying the same assumptions to the approximately 700 Class Members and 25,440 workweeks identified in the Agreement, I calculated the maximum exposure and risk-weighted value of each claim as follows:

Minimum Wage: Plaintiffs estimate that each Class Member spent at least two hours per day performing nonproductive work. Assuming five days per week in California, this amounts to ten hours of uncompensated work per week per Class Member. Based on approximately 25,440 workweeks, Plaintiffs estimate 254,400 hours of unpaid minimum wages. At an assumed minimum wage of $20.00 per hour, the maximum exposure for this claim is approximately $5,088,000. Due to the substantial risks of continued litigation, I estimate a 50% likelihood of success on this claim, resulting in a risk-weighted value of $2,544,000.

Failure to Reimburse Business Expenses**:** Plaintiffs estimate that Class Members incurred at least $50 per month in unreimbursed business expenses, consisting primarily of cell phone expenses incurred in performing their duties for Defendant. Assuming approximately 6,360 work months, the maximum exposure for this claim is $318,000. Due to variance in Class member usage and the substantial risks of continued litigation, I estimate a 25% likelihood of success on this claim, resulting in a risk-weighted value of $79,500.

Inaccurate Wage Statements**:** Labor Code section 226 provides for penalties of $50 for the initial pay period and $100 for each subsequent violation, up to a statutory maximum of $4,000 per employee. Assuming the maximum penalty of $4,000 for each of the approximately 700 Class Members, the maximum exposure for this claim is $2,800,000. Due to the substantial risks of continued litigation, I estimate a 50% likelihood of success on this claim, resulting in a risk-weighted

value of $1,400,000.

Failure to Pay All Wages Owed: Plaintiffs calculated penalties for Defendant's alleged failure to timely pay wages under Labor Code section 204 using $100 for the initial pay period and $200 for each subsequent violation. Based on approximately 14,931 PAGA workweeks and assuming biweekly pay periods, Plaintiffs estimated approximately 7,465 PAGA pay periods. Applying these assumptions, Plaintiffs estimated maximum penalties of approximately $1,423,000. Due to the substantial risks of continued litigation, I estimate a 50% likelihood of success on this claim, resulting in a risk-weighted value of $711,500.

Failure to Pay All Wages Upon Separation: Plaintiffs calculated waiting time penalties based on one month of wages for Class Members who separated from employment. Conservatively estimating monthly wages at $5,000 and assuming approximately 350 Class Members no longer work for Defendant, the maximum exposure for this claim is $1,750,000. Due to the substantial risks of continued litigation, I estimate a 50% likelihood of success on this claim, resulting in a risk-weighted value of $875,000.

Violation of California's Unfair Competition Law: Plaintiffs allege that Defendant engaged in unlawful, unfair, and fraudulent business practices in violation of Business and Professions Code section 17200. Plaintiffs seek injunctive relief prohibiting Defendant from continuing the challenged practices. Plaintiffs assigned no additional monetary value to this claim.

22. Based on the foregoing calculations, and after adjusting each claim to account for the estimated likelihood of success and the substantial risks of continued litigation, Plaintiffs calculated a total risk-weighted value of approximately $5,610,000. The $1,350,000 Gross Settlement Amount represents approximately 24.1% of that risk-weighted value. Measured against the maximum exposure of $5,088,000 for the minimum wage claim alone, the Settlement represents approximately 26.5% of that claim.

23. Furthermore, the Settlement Class Members will receive an average share of approximately $1,153.63. It is unlikely that Settlement Class Members could do significantly better by litigating their claims individually. (See *Dunk, supra*, 48 Cal.App.4th at 1807 n.19.) Further, the Settlement Class Members would recover nothing if a jury were to disagree with Plaintiff's

contentions.

24. The foregoing analysis values the Labor Code section 204 claim separately as a class claim, consistent with the Memorandum, rather than folding it into the PAGA analysis in paragraph 25 below. It assigns no value to sleeper berth time, because whether that time is compensable under Wage Order 9 is unsettled. The totals overstate realistic exposure. They assume every Class Member separated from employment and recovered the maximum wage statement penalty, although wage statement penalties are subject to a one-year limitations period.

25. In evaluating the PAGA claims, Plaintiffs considered the potential statutory penalties arising from Defendant's alleged Labor Code violations, the number of affected employees and pay periods, and the substantial risks of establishing liability and recovering the maximum penalties. The Agreement identifies approximately 14,931 PAGA workweeks. Agreement ¶ 61. Plaintiffs considered Defendant's defenses concerning its mileage-based compensation system, the applicability of California wage and hour laws to interstate work, and the possibility that the Court would reduce any penalties found to be unjust, arbitrary and oppressive, or confiscatory. These risks materially reduced the realistic settlement value of the PAGA claims. Following arm's-length negotiations, the parties agreed to allocate $42,502.25 to PAGA penalties, with $31,876.68 payable to the Labor and Workforce Development Agency and $10,625.57 payable to Aggrieved Employees. Agreement ¶ 59(c). Based on my investigation, the available evidence, the risks of continued litigation, and my experience prosecuting wage and hour class actions, I believe this allocation is fair, reasonable, and adequate.

RISKS OF CONTINUED LITIGATION

26. The most serious risk is Defendant's hourly calculation defense. Defendant calculates hourly pay for every logged on-duty hour, at rates of $16.00 to $20.00 per hour, and pays the greater of that figure or mileage pay. Defendant argues that every logged on-duty hour was therefore paid above minimum wage. If a trier of fact accepted that argument, the minimum wage claim would be limited to on-duty time drivers did not log. Proof of unlogged time would likely vary from driver to driver, which would threaten both liability and certification.

27. Class Members drove routes through multiple states. Defendant would argue that

California law does not reach time worked outside California, and that many Class Members were not based in California in every pay period.

28. Defendant would argue that its hourly calculation creates a good faith dispute that defeats waiting time penalties and shows it did not knowingly and intentionally violate the wage statement law.

29. Defendant would argue that cell phone use varied by driver and that its handbook policy reimbursed necessary expenses. That argument raises individualized questions on liability and amount.

30. Defendant has not stipulated to certification except for settlement. Agreement ¶ 57. A contested certification hearing, trial, and appeal would take years and could result in no recovery for the Class.

30. Based on my investigation, the discovery, the damages analysis, and my experience, I believe the Settlement is fair, reasonable, and adequate, and in the best interests of the Class. It provides a certain and prompt recovery in place of the risk and delay of continued litigation.

ENHANCEMENT PAYMENTS AND ATTORNEYS' FEES

31. Plaintiffs will request service payments of up to $10,000 each. Agreement ¶ 59(g). Plaintiffs gathered documents for discovery and mediation, remained available to answer questions, and tracked the status of their case frequently. Plaintiffs also give a general release that absent Class Members do not. Agreement ¶¶ 69-71. Their declarations describing their time and risks are filed with this motion.

32. Class Counsel will request fees not to exceed 33.33 percent of the Gross Settlement Amount and litigation expenses not to exceed $15,000. Agreement ¶ 59(h). Class Counsel has prosecuted this case on a contingency basis and advanced all costs. Class Counsel will submit lodestar and cost information with the motion for final approval. No other firm will share in the fee award.

SETTLEMENT ADMINISTRATOR

33. Pursuant to the Settlement Agreement, the Settlement Administrator ILYM Group, Inc. will serve as the Settlement Administrator. (Settlement Agreement at ¶ 47, 73). ILYM Group, Inc.

will perform the duties of a settlement administrator, including mailing the Notice, using standard devices to obtain forwarding addresses, independently reviewing and verifying documentation associated with any claims or opt-out requests, resolving any disputes regarding the calculation or application of the formula for determining the Individual Settlement Amounts, drafting and mailing the settlement checks to Participating Class Members, issuing W-2 and 1099 Tax Forms, and performing such other tasks as set forth in the Settlement agreement or as the Parties mutually agree or that the Court orders (*Id.*)

CERTIFICATION FOR SETTLEMENT PURPOSES

34. The Class consists of approximately 700 current and former drivers. Agreement ¶ 61. Each can be identified from Defendant's payroll and personnel records, which include names, last known addresses, and workweeks. Agreement ¶ 77.

35. Based on Mr. Samra's testimony and the documents produced, Defendant paid all drivers under the same per-mile pay plan. Plaintiffs were long-haul drivers paid under that plan. Their claims arise from the same practice and rest on the same legal theories as the claims of the Class.

36. I am not aware of any conflict between Plaintiffs and the Class. Neither I nor my firm has any conflict with the Class.

NOTICE

37. Within 15 days after preliminary approval, Defendant will provide the Class Data to ILYM Group, Inc. Agreement ¶ 77. ILYM will update addresses through the National Change of Address database and mail the Class Notice in English and Spanish within 10 days. Agreement ¶ 78. Returned notices will be skip-traced and re-mailed. Agreement ¶ 79. The Class Notice states each Class Member's workweeks and estimated payment. Agreement ¶ 81. Class Members have 45 days to opt out, object, or dispute their workweeks. Agreement ¶¶ 28, 81, 83.

BACKGROUND AND EXPERIENCE OF CLASS COUNSEL

38. I am managing this case at Haffner Law PC. I graduated with high honors from the University of Texas at Austin in 1993. I graduated cum laude from Hastings College of the Law in 1996. I was admitted to practice in California in 1997, in New York in 1998, and in Washington in

2018. I am also admitted to practice in multiple federal district and appellate courts.

39. I have practiced complex civil litigation, including class actions, in California for nearly 30 years. I have broad experience litigating wage and hour and insurance class actions, including many on behalf of truck drivers.

40. I served as lead class counsel in *Ibarra v. Wells Fargo Bank, N.A.*, United States District Court, Central District of California, Case No. CV-17-04344-PA (ASx). That action involved mortgage loan officers paid under a commission-based pay plan and alleged a failure to compensate class members for rest breaks. It resulted in a judgment in May 2018 in excess of $97 million. It later settled, along with a related matter, for an aggregate sum over $95 million. Other class actions in which I have served as class counsel include the following:

i. *Washington v. Key Health Medical Solutions*, Los Angeles Superior Court Case No. BC358270, a class action for unfair business practices against a medical lien provider.

ii. *Rosario v. JAL Passenger Services America, Inc.*, Los Angeles Superior Court Case No. BC380345, a wage and hour class action.

iii. *Estrada v. Harbor Express*, Los Angeles Superior Court Case No. BC508808, a wage and hour action on behalf of truck drivers.

iv. *Kirk v. First American*, Los Angeles Superior Court Case No. BC329482, an unfair business practices class action against a title insurance company.

v. *Mendoza v. Pacer*, United States District Court, Southern District of California, Case No. 13-cv-2344-LAB (JMA), a wage and hour action on behalf of truck drivers.

vi. *Constabileo v. MBK Builders, Inc.*, Orange County Superior Court Case No. 30-2013-00649426, a construction defect class action.

vii. *Jackson v. Travelers Commercial Ins. Co.*, Los Angeles Superior Court Case No. BC639944, an insurance bad faith class action for inclusion of an unlawful wildfire smoke sublimit in homeowner policies.

viii. *Leitzbach v. Atlas Van Lines, Inc.*, United States District Court, Central District of California, Case No. 2:16-cv-08790-GW-E, a trucker misclassification class action.

ix. *Ibarra v. Wells Fargo Bank, N.A.*, United States District Court, Central District of California, Case No. CV-17-04344-PA (ASx), a class action for California mortgage loan officers for failure to pay rest breaks, which resulted in a judgment of over $97 million.

x. *Kang v. Wells Fargo Bank, N.A.*, United States District Court, Northern District of California, Case No. 5:17-cv-06220-BLF, a class action for California mortgage loan officers for failure to pay minimum wage and

vacation time, which was consolidated with *Ibarra*.

xi. *Moreno v. JCT Logistics, Inc.*, United States District Court, Central District of California, Case No. 5:17-cv-02489-JGB-KK, a wage and hour action on behalf of truck drivers.

xii. *Rodriguez v. Marshalls*, United States District Court, Central District of California, Case No. 2:19-cv-03618 MWF, a California wage and hour class action.

xiii. *Frias v. Farmers Group, Inc.*, Los Angeles Superior Court Case No. BC638626, an insurance bad faith class action for inclusion of an unlawful wildfire smoke sublimit in homeowner policies.

xiv. *Flannagan v. Bank of America Corp.*, New York Supreme Court, County of Suffolk, Case No. 613647/2018, a class action for mortgage loan officers for failure to pay wages, which settled several related class actions, including *Fernandez v. Bank of America, NA* (C.D. Cal. Case No. 2:17-cv-06104-MWF-JC).

xv. *McCraine v. Virgin Galactic, LLC*, Kings County Superior Court Case No. 19C0125, a wage and hour class action for employees at a spaceflight facility in Mojave, California.

xvi. *Johnson v. US Bank National Association*, United States District Court, Southern District of California, Case No. 19-CV-286 JLS (LL), a class action for mortgage loan officers for failure to pay wages, which settled several related class actions, including *Loud v. US Bank National Association* (C.D. Cal. Case No. 8:18-cv-01235-DOC-DFM).

xvii. *Boyd v. Bank of America, N.A.*, United States District Court, Western District of Washington, Case No. 2:18-cv-01207-TSZ, a class action for mortgage loan officers for wage and hour violations.

xviii. *Hallman v. Wells Fargo Bank, N.A.*, United States District Court, Western District of Washington, Case No. C18-1190JLR, a Washington class action for mortgage loan officers for failure to pay minimum wage and vacation time.

xix. *Posada v. Progressive Transportation Services*, Los Angeles Superior Court Case No. BC697554, a wage and hour action on behalf of truck drivers.

xx. *Castro v. Osterkamp Trucking Inc.*, Los Angeles Superior Court Case No. BC669582, a wage and hour and trucker misclassification class action on behalf of truck drivers.

xxi. *Lanuza v. California Automobile Insurance Company*, Los Angeles Superior Court Case No. 18STCV05007, an insurance bad faith class action for inclusion of an unlawful wildfire smoke sublimit in homeowner policies.

xxii. *Spencer v. Wells Fargo Bank, N.A.*, Riverside Superior Court Case No. CVRI2105323, a class action for mortgage loan officers for wage and hour violations.

xxiii. *Gentilcore v. Bank of America, N.A.*, Kern Superior Court Case No. BCV21-100770, a class action for mortgage loan officers for wage and hour violations.

xxiv. *Rivas v. Bank of America, N.A.*, Alameda County Superior Court Case No. HG21110153, a class action for business expense reimbursement.

xxv. *Martinez v. Harbor Express, Inc.*, Los Angeles County Superior Court Case No. 22STCV12159, a wage and hour and trucker misclassification class action on behalf of truck drivers.

xxvi. *Smith v. Golden State Food Corp.*, Spokane County Superior Court, State of Washington, Case No. 21-2-01649-32, a wage and hour class action on behalf of truck drivers.

xxvii. *Morris v. The Permanente Medical Group, Inc.*, Sacramento County Superior Court Case No. 34-2022-00332012-CU-OE-GDS (consolidated), a wage and hour class action in which this Court granted preliminary approval of an $11,350,000 settlement on April 29, 2025.

41. I have experience litigating class actions through trial. *Kirk v. First American*, a class action against a title company for overcharging for services, was tried in Los Angeles Superior Court in late 2013 and early 2014. I was one of the lead counsels for the plaintiff class at trial.

42. Samantha A. Salas graduated from Southwestern Law School in 2025 and joined Haffner Law PC that same year as a post-bar law clerk. She was sworn in as an attorney in March 2026. A reasonable hourly rate for Mrs. Salas's services, based on her experience and record, and the going rate in Los Angeles, is $325.00. Her rate was recently approved in *Gonzalez v. Otay* San Diego Superior Court Case No. 37-2023-00013128-CU-PO-CTL.

43. Vahan Mikayelyan is a former associate attorney at Haffner Law and joined the firm in 2021. His practice primarily involved employment law class action litigation, namely wage-and-hour class actions and PAGA litigation on behalf of employees for failure to pay overtime and minimum wages, provide meal and rest breaks, and provide compensation for off-the-clock work, and related employer violations under the Fair Labor Standards Act and California Labor Code. Other than employment class action, he handled insurance bad faith litigation and complex personal injury litigation, including but not limited to wrongful death and premises liability. Mikayelyan has acted as class counsel in:

– *Castro v. Osterkamp Trucking Inc.*, Los Angeles Superior Court Case No. BC669582, a wage and hour and trucker misclassification class action on behalf of truck drivers;

- *Lanuza v. California Automobile Insurance Company*, Los Angeles Superior Court Case No. 18STCV05007, an insurance bad faith class action for inclusion of an unlawful wildfire smoke sub-limit in homeowner policies;
- *Spencer v. Wells Fargo Bank, N.A.*, Riverside Superior Court Case No. CVRI2105323, a class action for mortgage loan officers for wage and hour violations;
- *Gentilcore v. Bank of America, N.A.*, Kern Superior Court Case No. BCV21-100770 a class action for mortgage loan officers for wage and hour violations;
- *Susana Rivas v. Bank of America, N.A.*, Alameda County Superior Court Case No. HG21110153, a class action for business expense reimbursement;
- *Juan Milan Martinez v. Harbor Express, Inc.,* Los Angeles County Superior Court, Case No. 22STCV12159, wage and hour and trucker misclassification class action on behalf of truck drivers.
- Harkey Kirk v. CDPH, Sacramento County Superior Court, Case No. 34-2019-00260616, class action for disclosure of private medical information.
- *Bromme v. CRST Malone, Inc.*, Northern District of Alabama, Case No. 2:19-cv-01917-MHH, Collective Action for wage and hour and trucker misclassification class action on behalf of truck drivers

A reasonable hourly rate for Mr. Mikayelyan's services, based on his experience and record, and the going rate in Los Angeles, is $425.00.

44. I have carefully reviewed the Sacramento County Superior Court Complex Litigation Department's *Checklist for Approval of Class Action and/or Private Attorneys General Act ("PAGA") Settlements*, revised March 10, 2026, and attest that Plaintiffs' Motion for Preliminary Approval of Class Action Settlement and the accompanying supporting papers comply with all applicable requirements of the Court's checklist and Local Rule 2.99.05.I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on October 28, 2026, at Sherman Oaks, California.



Joshua H. Haffner

EXHIBIT 1

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

AMBER BRAXTON, an individual; TAVARES ANDREWS, an individual, on behalf of themselves and all others similarly situated. Plaintiff, v. CAPITAL EXPRESS LINES, INC., a California corporation; and DOES 1 through 10, inclusive, Defendant.	CASE NO.: 24CV010352 Complaint filed on May 24, 2024 Assigned to Hon. Jill H. Talley **CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE**

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This Class Action Settlement Agreement is entered into by and between Plaintiffs Ambr Braxton and Tavares Andrews ("Plaintiffs"), individually and on behalf of all others similarly situated, and Defendant Capital Express Lines, Inc. ("Defendant", collectively as the "Parties"), and is approved by their respective counsel of record, subject to the terms and conditions hereof and the Court's approval. The settlement memorialized in this Settlement Agreement is referred to hereinafter as the "Settlement."

A. Definitions

1. "Action" or "Lawsuit" means and refers to the case entitled *Braxton et al. v. Capital Express Lines, Inc.* Sacramento County Superior Court Case No. 24CV010352.

2. "Aggrieved Employee" means all current or former drivers for Defendant, who were California residents at any time from May 3, 2023 through the date of preliminary approval.

3. "Agreement" or "Settlement Agreement" shall mean this Class Action and PAGA Settlement Agreement.

4. "Class" or "Settlement Class" means "All current or former drivers for Defendant who were California residents at any time from May 24, 2020 through the date of preliminary approval".

5. "Class Counsel" refers to Joshua H. Haffner, Alfredo Torrijos and Vahan Mikayelyan of Haffner Law P.C.

6. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

7. "Class Data" means a complete list of all Settlement Class Members that Defendant will diligently and in good faith compile from their records and provide to the Settlement Administrator within fifteen (15) days after entry of the Preliminary Approval Order. The Class Data shall be on one Excel spreadsheet and shall include the Settlement Class Members' full names; last known addresses; telephone numbers; Social Security Numbers; the total Weeks Worked during the Class Period for each Settlement Class Member; and the total Weeks Worked during the PAGA Period for each Aggrieved Employee. To protect Class Members' privacy

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rights, the Settlement 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 Settlement 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.

8. "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

9. "Class Period" is deemed to be the periods between May 24, 2020 through the date of preliminary approval.

10. "Class Representatives" or "Plaintiffs" means and refers to Amber Braxton and Tavares Andrews, the named Plaintiffs in the operative Complaint in the Action seeking Court approval to serve as a Class Representatives.

11. "Complaint" refers to the complaint filed in this Action on May 24, 2024.

12. "Court" (or "Judge") means the California Superior Court, County of Sacramento.

13. "Defendant" means and refers to Capital Express Lines, Inc.

14. "Defendant's Counsel" or "Defense Counsel" means and refers to Michelle Finkel, Jennifer R. Lucas, Jessica M Di Palma of FERBER LAW, A Professional Corporation.

15. "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 as of the latest of the following occurrences: (i) if no Class Member timely and properly intervenes or files a motion to vacate the judgment approving the Settlement Agreement under Code of Civil Procedure § 663, the date the Court enters an order granting Final Approval of the Settlement Agreement; (ii) if a Class Member intervenes or files a motion to vacate the judgment approving the Settlement Agreement, thirty-five (35) calendar days following the date the Court enters an order granting final approval, assuming no appeal is filed; or (iii) if a Class Member intervenes or files a motion to vacate the judgment approving the

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Settlement Agreement, and if a timely appeal is filed, the date of final resolution of that appeal (including any requests for rehearing and/or petitions for *certiorari*), resulting in final judicial approval of the Settlement Agreement.

16. "Final Approval" refers to the order of the Court granting final approval of this Settlement Agreement.

17. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

18. "Final Judgment" shall have the meaning ascribed to it in Paragraph 15.

19. "Final Settlement Class" means, collectively, all Settlement Class Members who have not opted out of the Settlement Class by submitting timely Requests for Exclusion.

20. "Gross Settlement Amount" means One Million Three Hundred Fifty Thousand Dollars and No Cents ($1,350,000.00) which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 83(a) below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and the Administrator's Expenses.

21. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks Worked during the Class Period.

22. "Individual Class Amount" shall have the meaning ascribed to it in Paragraph 59(d) below.

23. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks Worked during the PAGA Period.

24. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

25. "LWDA PAGA Payment" means 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

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26. "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, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments. "Net Settlement Amount" shall have the meaning ascribed to it in Paragraph 59(b) below.

27. "Notice" or "Class Notice" means the court-approved notice of class action settlement and hearing date for final court approval, to be mailed to Class Members in English with a Spanish translation, in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

28. "Notice Response Deadline" is 45 calendar days from the date the Notice is mailed to the Settlement Class Members.

29. "Non-Participating Class Member" means a Settlement Class Member who submits a valid Request for Exclusion, pursuant to Paragraph 83(a) below.

30. "Objecting Settlement Class Member" means a Settlement Class Member, other than Plaintiff, who submits a valid and timely objection to the terms of this Agreement, pursuant to Paragraph 83(c) below.

31. "PAGA Member" means any person who worked for Defendant.
within the appropriate PAGA Period.

32. "PAGA Period" is deemed to be the periods between May 3, 2023 through the date of preliminary approval.

33. "PAGA Notice" means Plaintiff's letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).

34. "PAGA Settlement Amount" shall have the meaning ascribed to it in Paragraph 59(c) below.

35. "PAGA Weeks" for each PAGA Member means the number of weeks during the applicable PAGA period for which the individual received a settlement statement.

36. "Participating Class Member" means any and all Settlement Class Members who

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are deemed to participate and receive an Individual Settlement Amount and do not opt-out by submitting valid and timely Requests for Exclusion from the Settlement.

37. "Parties" or "Settling Parties" mean Plaintiff, the Settlement Class, and Defendant, collectively.

38. "Preliminary Approval Date" means the date the Court approves the Settlement Agreement, and any exhibits thereto, and enters the Preliminary Approval Order.

39. "Preliminary Approval Order" means the judicial order granting preliminary approval of the Class Action and PAGA Settlement to be entered by the Court, upon the application or motion of the Plaintiff, preliminarily approving this Settlement and providing for the issuance of the Notice to the Settlement Class, an opportunity to opt out of the Settlement, an opportunity to submit timely objections to the Settlement, and setting a hearing on the fairness of the terms of Settlement, including approval of attorneys' fees and costs. Defendant will not object to Plaintiff's motion for preliminary approval but will be provided with an opportunity to review and comment upon the motion before it is filed.

40. "QSF" means the Qualified Settlement Fund set up by the Settlement Administrator for the benefit of the Final Settlement Class, and from which the settlement payments shall be made.

41. "Released Claims" means all known and unknown claims, losses, damages, liquidated damages, demands, penalties, liabilities, declaratory relief, injunctive relief, interest (whether pre- or post-judgment), disbursements, attorneys' fees and costs, causes of action, complaints or suits, at law or in equity, which arise from or are related to the facts asserted in the Complaint, including, without limiting the foregoing, claims for failure to pay minimum wage, failure to reimburse for business expenses, failure to furnish timely, accurate, and itemized wage statements, failure to pay all wages owed every pay period, failure to pay all wages upon separation, claims made under California Labor Code sections 201, 202, 203, 204, 221, 223, 226, 226.3, 226.7, 400 – 410, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 2802, all similar provisions or requirements of the California Industrial Welfare Commission Wage Order 9-2001 (including, but not limited to, sections 4, 11, and 12), California Labor Code Private Attorney General Act section

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2698 et seq. (including, but not limited to, sections 2699 and 2699.3), California Business and Professions Code sections 17200, et seq., any related claims for compensatory, consequential, punitive or exemplary damages, statutory damages, declaratory relief, injunctive relief, penalties, interest (whether pre- or post-judgment), disbursements, attorneys' fees and costs or any other federal, state, or local law, which the Class and/or any Class Member has ever had, or hereafter may claim to have, for the Class Period. This Agreement will release all claims that were expressly alleged in the Action or that could have been alleged in the Action based upon the factual and legal allegations in the Complaint.

If the Court approves the Settlement, each PAGA Member, regardless of whether exclusion was requested, will release the right to pursue claims under the California Labor Code Private Attorney General Act section 2698 et seq. (including, but not limited to, sections 2699 and based on unpaid minimum wage, unpaid overtime wages, failure to reimburse for business expenses, failure to furnish timely, accurate, and itemized wage statements, failure to pay all wages owed every pay period, and failure to pay all wages upon separation).

42. "Released Parties" means Defendant and its present and former officers, directors, owners, shareholders, members, managers, agents, parent entities, subsidiaries, attorneys, insurers, operators, partners, predecessors, successors, assignees, subsidiaries, and affiliates.

43. "Release Period" shall be the time period governing the Released Claims, which shall be identical to the Class Period.

44. "Release" shall mean the release and discharge of the Released Claims by Plaintiff and all of the Participating Class Members and PAGA Members, and their assignees, as set forth in Sections D and E below.

45. "Request for Exclusion" shall have the meaning ascribed to it in Paragraph 83(a) below.

46. "Service Payment" or "Service Award" means the amount approved by the Court to be paid to the Class Representative Amber Braxton and Tavares Andrews for initiating the Action and providing services in support of the Action.

47. "Settlement Administrator" means and refers to the third-party class action

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settlement administrator that will be selected by the Parties based on mutual agreement, who will provide the Notice to the Class Members and distribute the Settlement Amounts as described in this Agreement. The Parties have selected ILYM Group, Inc. as Settlement Administrator.

48. "Settlement Administration Costs" means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, distributing the Settlement Amount, distributing the PAGA Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The Settlement Administration Costs shall be paid from the Gross Settlement Amount, including, if necessary, any such costs in excess of the amount represented by the Settlement Administrator as being the maximum costs necessary to administer the Settlement.

49. "Weeks Worked" (or "Work Weeks") for each Settlement Class Member means the number of weeks during the applicable Class Period for which the Settlement Class Member received a settlement statement.

B. <u>General Terms</u>

50. Plaintiffs Amber Braxton and Tavares Andrews filed a class action complaint in the Court against Defendant Capital Express Lines, Inc. on May 24, 2024, which alleged claims that they were entitled to recovery for Defendant's (a) unlawful failure to pay minimum wages (b) failure to reimburse business expenses (c) failure to furnish timely and accurate wage statements, (d) failure to pay all wages owed each pay period, (e) failure to pay all wages upon separation; (f) violation of California's Unfair Competition Act. and (g) violation of Labor Code section 2698 et seq.

51. Defendant denies Plaintiffs' claims and allegations in the Complaint, denies any failure to comply with the laws identified in the Complaint and denies any and all liability for the causes of action alleged.

52. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

53. The Class Representatives believe they can proceed with their representative and

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class claims, that the Action is meritorious, and that class certification is appropriate.

54. The Parties have conducted a thorough investigation into the facts of the Action. This includes conducting an extensive exchange of informal and formal discovery, including Defendant's written policies and practices and the production of payment records for Plaintiffs. Class Counsel is both knowledgeable about and has done extensive research with respect to the applicable law and potential defenses to the claims of the Settlement Class. Class Counsel has diligently pursued an investigation of the Class Members' claims against Defendant. Based on the foregoing data and on their own independent investigation and evaluation, Class Counsel is of the opinion that the settlement with Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation, various defenses asserted by Defendant, and potential appellate issues. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.,* 48 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-130 (2008) ("*Dunk/Kullar*").

55. On January 30, 2026, Plaintiffs and Defendant participated in an all-day Zoom mediation before Katherine J. Edwards, a highly experienced class action mediator, which led to this Agreement to settle the Action.

56. The Parties agree that the Parties' Settlement, this Agreement, and any acts to be performed or judgments to be entered pursuant to the terms of the Settlement and Agreement shall not be construed as an admission by Defendant of any wrongdoing, violation of any statute or law, or liability on the claims or allegations in the Action.

57. Stipulation for Class Certification. For settlement purposes only, Defendant will stipulate that the Settlement Class Members described herein who do not request exclusion from the Settlement Class may be conditionally certified as a settlement class. This stipulation to certification is in no way an admission that class action certification is proper and shall not be admissible in this or in any other action except for the sole purposes of enforcing this Agreement. Should the Court fail to issue Final Approval for any reason, the Parties' stipulation to class

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certification as part of the Settlement shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not certification would be appropriate in a non-settlement context. Defendant expressly reserves its rights and declares that it will continue to oppose class certification and contest the substantive merits of the case should the Court fail to issue Final Approval. Plaintiffs expressly reserve their rights and declare that they will continue to pursue class certification in those cases not already certified and to proceed to trial should the Court fail to issue Final Approval.

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

C. Terms of Settlement

59. The financial terms of the Settlement are as follows:

(a) Gross Settlement Amount. Except as otherwise provided by Paragraph 83(a) below, The Parties agree to settle this Action for One Million Three Hundred Fifty Thousand Dollars and No Cents ($1,350,000.00) ("the Settlement Amount"). The Settlement Amount is the maximum amount that will be paid, and includes Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and the Administrator's Expenses. The Settlement Administrator will make and deduct the aforesaid payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval. The Settlement Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or PAGA Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

(b) Net Settlement Amount. The "Net Settlement Amount" is defined as the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual

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Class Payments. In the event that the Court reduces Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, or the Administration Expenses Payment, the amount of any such reduction shall be placed in the Net Settlement Amount and allocated to Participating Class Members.

(c) PAGA Settlement Amounts for the PAGA Members (Individual PAGA Payments). PAGA Penalties in the amount of $42,502.25 to be paid as 5% of the Net Settlement Amount, with 75% ($31,876.68) allocated to the LWDA PAGA Payment and 25% ($10,625.57) allocated to the Individual PAGA Payments. The Settlement Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($10,625.57) by the total number of PAGA Weeks worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Weeks. There will be no deductions from the PAGA Settlement Amounts, as they represent penalties and not wages. In addition, there can be no opt-outs, and a timely and valid Request for Exclusion from the Settlement Class will not prevent or diminish a PAGA Members' recovery under the PAGA Settlement Agreements. If the Court approves PAGA Penalties of less than the amount requested, the Settlement Administrator will allocate the remainder to the Net Settlement Amount. The Settlement Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

(d) Individual Settlement Amounts for the Final Settlement Class Members (Individual Class Amount). The Individual Settlement Amount for each Participating Class Member will be calculated by the Settlement Administrator using the Class Data provided by Defendant as follows: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Weeks Worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Weeks Worked.

(e) The Individual Settlement Payments are payments for all Released Claims. The Parties agree that the Individual Settlement Payments constitute 20% wages, reported on an IRS Form W-2, 80% non-wages (i.e., penalties, interest, reimbursements), reported on an IRS

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Form 1099. Each Participating Class Member, Class Counsel, and Class Representative payment recipient will be solely responsible for remitting to state and federal taxing authorities any applicable taxes which may be owed on the portion of any payment received pursuant to this Settlement Agreement. Class Members who may have questions about their tax liability, if any, should consult independent tax counsel. Neither Class Counsel nor Defense Counsel will provide any tax advice to Class Members.

(f) Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Settlement 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.

(g) Service Payment to Class Representative. The amount, if any, awarded to the Class Representatives as a Service Payment will be set by the Court in its discretion, not to exceed $20,000.00 ($10,000.00 for each named Plaintiff Amber Braxton and Tavares Andrews) (in addition to any Individual Class Payment and any Individual PAGA Payment). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. The Service Payment to Plaintiffs will be paid out of the Gross Settlement Amount. The Class Representatives will be bound by the Release as well as a General Release, set forth below, in exchange for the Service Payment and will be issued an IRS Form 1099 in connection with this payment. Plaintiffs shall be solely and legally responsible to pay any and all applicable taxes on the Service Payment. The Parties agree that any amount less than the requested amount awarded as the Service Payment to Plaintiffs shall not be a basis for Class Counsel to void this Agreement. Should the Court approve a lesser amount for the Service Payment, the difference shall be added to the Net Settlement Amount to be distributed to the Participating Class Members.

(h) Attorneys' Fees and Costs. A Class Counsel Fees Payment of not more than 33.33%, which is currently estimated to be $449,955.00 and a Class Counsel Litigation Expenses Payment of not more than $15,000.00. Defendant will not oppose requests for these payments provided they do not exceed these amounts. Should the Court approve a lesser amount than what is sought by Class Counsel, the difference shall be added to the Net Settlement Amount to be

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distributed to the Participating Class Members. Any Court order awarding less than the amount sought by Class Counsel shall not be grounds to rescind the Settlement Agreement or otherwise void the Settlement. The Settlement Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment 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 or sharing of any of these Payments.

(i) Settlement Administration Costs. A Settlement Administrator Expenses Payment not to exceed $15,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $15,000.00, the Settlement Administrator will retain the remainder in the Net Settlement Amount.

(j) Tax Liability. Class Counsel and Defendant make no representations as to the tax treatment or legal effect of payments called for hereunder, and Plaintiff and the Settlement Class Members are not relying on any statement or representation by Class Counsel or Defendant in this regard. Plaintiff and Participating Class Members understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on their respective payments described herein that are recorded on a Form 1099, which will be distributed by the Settlement Administrator at times and in the manner required by the Internal Revenue Code of 1986 (the "Code") and consistent with this Agreement. If the Code, the regulations promulgated thereunder, or other applicable tax law, is changed after the date of this Agreement, the processes set forth in this Section may be modified in a manner to bring Defendant into compliance with any such changes.

(k) CIRCULAR 230 DISCLAIMER. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS

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INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

60. "Non-Reversionary" Settlement. This is a "non-reversionary" settlement. Under no circumstances will any portion of the Settlement Amount revert to Defendant. Participating Class Members will not have to make a claim in order to receive an Individual Settlement Amount. Distributions, in the form of Individual Settlement Amounts, will be made directly to each Participating Class Member. Any unclaimed funds in the Settlement Administrator's account as a result of a failure to timely cash a settlement check shall be handled by the Settlement Administrator and be issued to the cy pres recipient in accordance with Paragraph 87.

61. Class Size. Defendant represents that there are approximately 700 drivers during the Class Period. Defendant has represented that the Class consists of a total of approximately 25,440 Weeks Worked during the Class Period and 14,931 PAGA Weeks during the PAGA

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Period.

62. Class Counsel and Plaintiff believe that the Settlement is fair and reasonable and will so represent same to the Court by providing a sufficient *Dunk/Kullar* analysis.

D. Release by the Settlement Class

63. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties. In exchange for the consideration recited in this Settlement Agreement, all Participating Class Members, on behalf of themselves and on behalf of their current, former, and future heirs, executors, administrators, attorneys, agents, and assigns, do hereby and fully forever, irrevocably, and unconditionally release, waive, acquit, and discharge the Released Parties from the Released Claims - all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Complaint and ascertained in the course of the Action - as of the Effective Settlement Date.

64. In addition, if the Court approves the Settlement, each PAGA Member, regardless of whether exclusion was requested, will release the right to pursue claims under the California Labor Code Private Attorney General Act section 2698 et seq. (including, but not limited to, sections 2699 to 2699.5 based on minimum wage, overtime premiums, reimbursements, unlawful deductions, wage statements, timely payment of wages, and final payment of wages).

65. Each Participating Class Member and PAGA Member will be deemed to have made the foregoing Release as if by manually signing it. The Participating Class Members and PAGA Members are deemed by operation of the Order Granting Final Approval to have agreed not to sue or otherwise make a claim against any of the Released Parties for any Released Claims.

66. Plaintiffs and Defendant intend that the Settlement described in this Agreement will release and preclude any further claim, whether by lawsuit, administrative claim or action, arbitration, demand, or other action of any kind, by each and all of the Participating Class Members to obtain a recovery based on, arising out of, and/or related to any and all of the Released Claims. The Class Members and PAGA Members shall be so notified in the Notice. This paragraph does not apply to any Class Member who timely and validly opts out of the

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Settlement. However, PAGA claims for the PAGA Period will still be released by any PAGA Members who opt-out of the Settlement Class.

67. All Non-Participating Class Members who are Aggrieved Employees 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 that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Complaint, the PAGA Notice, and ascertained in the course of the Action, including but not limited to, (a) any and all claims involving any alleged failure to pay minimum wage; (b) any and all claims involving any alleged failure to reimburse business expenses; (c) any and all claims involving any alleged failure to furnish timely and accurate wage statements; (d) any and all claims involving any alleged failure to pay all wages owed every pay period; (e) any and all claims involving any alleged failure to pay all wages upon separation; (f) any and all claims involving any alleged violation of California's unfair competition Act; (g) any and all claims involving any alleged violation of Labor Code section 2698 et seq.; and all similar provisions or requirements of the California Industrial Welfare Commission Wage Order 9-2001 (including, but not limited to, sections 4, 7, 11, 12).

68. The Class Representatives, on behalf of themselves and the Settlement Class and PAGA Members, acknowledges and agrees that (a) any and all claims involving any alleged failure to pay minimum wage; (b) any and all claims involving any alleged failure to reimburse business expenses; (c) any and all claims involving any alleged failure to furnish timely and accurate wage statements; (d) any and all claims involving any alleged failure to pay all wages owed every pay period; (e) any and all claims involving any alleged failure to pay all wages upon separation; (f) any and all claims involving any alleged violation of California's unfair competition Act; (g) any and all claims involving any alleged violation of Labor Code section 2698 et seq.; and all similar provisions or requirements of the California Industrial Welfare Commission Wage Order 9-2001 (including, but not limited to, sections 4, 7, 11, 12), in the Action, are disputed, and that the payments set forth herein constitute payment of all sums allegedly due to them and the Settlement Class and PAGA Members. The Class Representatives,

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on behalf of themselves and the Settlement Class and PAGA Members, acknowledge and agree that California Labor Code Section 206.5 is not applicable to the Parties hereto. Section 206.5 provides in pertinent part as follows:

> An employer shall not require the execution of any release of any claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made.

E. Release by Class Representatives

69. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties. As a material inducement to Defendant to enter into this Settlement Agreement, the Class Representatives, upon the occurrence of the Effective Date, for themselves and for their respective spouses, heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, personal representatives, and assigns, forever and completely release and discharge the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including back wages, statutory penalties, civil penalties, liquidated damages, exemplary damages, interest, attorneys' fees, and costs) of any nature whatsoever, from the beginning of time through the execution of this Agreement, whether known or unknown, suspected or unsuspected, including but not limited to all claims arising out of, based upon, or relating to the Class Representatives' work for Defendant, or the remuneration for or termination of such relationship (collectively, the "Class Representative's Claims").

70. Without limiting the generality of the foregoing, the Class Representatives expressly release all claims or rights against Released Parties arising out of or relating to alleged violations of any contracts, express or implied (including but not limited to any contract of employment); any contract or covenant of good faith and fair dealing (express or implied); any tort, including any claim for improper or noncompliant worker classification, improper or unauthorized wage deductions, failure to pay the applicable wages, unpaid wages, penalties,

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liquidated damages, other damages, overtime, and alleged "off the clock" work under California Labor Code Sections 204 and 558, waiting time penalties pursuant to California Labor Section 203, damages or penalties pursuant to California Labor Code Section 226, failure to provide itemized wage statements pursuant to California Labor Code Section 226, statutory or civil penalties pursuant to California Labor Code Sections 210, failure to indemnify for business expenses pursuant to Labor Code section 2802, unfair competition and unfair business practices pursuant to Business and Professions Code Section 17200 *et seq.*, interest and costs pursuant to California Civil Code Section 3287 and California Labor Code Section 218.6, statutory or common law rights to attorneys' fees and costs, including those pursuant to California Labor Code Section 1194 *et seq.*; claims under the Private Attorneys General Act of 2004, Labor Code section 2699 *et seq.*, and the alleged violation or breach of any other state or federal statute, rule and or regulation; including all applicable Industrial Welfare Commission Wage Orders, and all similar causes of action, including but not limited to, any claim for restitution, equitable relief, interest, penalties, costs or attorneys' fees in connection with any of the foregoing,

71. Plaintiff's Waiver of Rights Under California 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.**

F. Stay of Litigation

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

G. Notice Process

73. Appointment of Settlement Administrator. The Parties have agreed on the

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appointment of ILYM Group, Inc. to serve as the Settlement Administrator and have verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration expenses. ILYM Group, Inc. will perform the duties of a settlement administrator, including mailing the Notice, using standard devices to obtain forwarding addresses, independently reviewing and verifying documentation associated with any claims or opt-out requests, resolving any disputes regarding the calculation or application of the formula for determining the Individual Settlement Amounts, drafting and mailing the settlement checks to Participating Class Members, issuing W-2 and 1099 Tax Forms, and performing such other tasks as set forth herein or as the Parties mutually agree or that the Court orders. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Settlement Administrator other than a professional relationship arising out of prior experiences administering settlements.

74. Employer Identification Number. The Settlement Administrator shall have and use its own Employer Identification Number for purposes of providing reports to state and federal tax authorities.

75. 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.

76. Disputes Regarding Settlement Administration. Any and all disputes relating to administration of the Settlement by the Settlement Administrator (except for disputes regarding Class Data or individual Settlement Class Member/PAGA Member payments) shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Settlement Agreement, until Plaintiff and Defendant notify the Court that all payments and obligations contemplated by this Settlement Agreement have been fully carried out. Prior to presenting any issue to the Court, counsel for the Parties will confer in good faith to resolve the dispute without the necessity of Court intervention. The Court will not hear disputes regarding the Class Data or Settlement Class Member payments. Any disputes relating to Class Data or

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Settlement Class Member Payments shall be submitted to the Settlement Administrator for final resolution after consultation with both Plaintiff's and Defendant's counsel. The Settlement Administrator shall also be responsible for issuing to Plaintiff, Settlement Class Members, and Class Counsel IRS Tax Form W-2 and 1099 as may be required by law for all amounts paid pursuant to this Agreement. The Settlement Administrator shall also be responsible for setting up all necessary tax accounts and forwarding all penalties to the appropriate government authorities.

77. Class Data. Within fifteen (15) days after entry of the Preliminary Approval Order, Defendant shall provide to the Settlement Administrator on one spreadsheet a list of all Settlement Class Members and PAGA Members, including the Class Members'/PAGA Members' full names, last known addresses, telephone numbers, social security numbers, and the total Weeks Worked by each Class Member during the Class Period or PAGA Member during the PAGA Period. The Settlement Administrator will run a check of the Class Members'/PAGA Members' addresses against those on file with the U.S. Postal Service's National Change of Address List. The Class Data provided to the Settlement Administrator will remain confidential and will not be used or disclosed to anyone, except as required by applicable tax authorities, pursuant to Defendant's express written consent, or by order of the Court.

78. Notice. The Notice, as approved by the Court, shall be sent by the Settlement Administrator to the Settlement Class Members/PAGA Members, by first class mail, in English and Spanish, within ten (10) calendar days following the Settlement Administrator's receipt of the Class Data. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database. The Settlement Administrator shall use standard devices, including a skip trace, to obtain forwarding addresses of Settlement Class Members if any envelopes are returned.

79. Returned Notices. The Settlement Administrator will take reasonable steps to ensure that the Notice is received by all Settlement Class Members/PAGA Members, including utilization of the National Change of Address Database maintained by the United States Postal Service to review the accuracy of Settlement Class Member/PAGA Members' mailing addresses and, if possible, to update a mailing address. If an address cannot be found in this way, the

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Settlement Administrator shall perform a skip-trace search to attempt to locate a new address. If the Settlement Administrator learns of a failed mailing and obtains an updated address for that mailing, Notices will be re-mailed to that Class Member within ten (10) calendar days of the receipt of the updated address. The Notice shall be identical to the original Notice, except that it shall notify the Class Member that the exclusion (opt-out) request or objection must be returned by the later of the Notice Response Deadline or fifteen (15) days after the postmark date of the re-mailed Notice.

80. Presumption Regarding Receipt of Notice. It will be conclusively presumed that if an envelope has not been returned within forty-five (45) days of the mailing, the Settlement Class Member received the Notice.

81. Disputes Regarding Class Data. Class Members are deemed to participate in the Settlement, unless they opt out. PAGA Members are deemed to participate in the Settlement, as they cannot opt out. The Notice will inform each Class Member of his/her estimated Individual Settlement Amount and the number of weeks he/she worked during the Class Period. The Notice will also inform each PAGA Member of his/her estimated PAGA Amount and the number of weeks he/she worked during the PAGA Period, if any. Class Members/PAGA Members may dispute their Weeks Worked if they feel they worked more weeks for Defendant during the Class Period or PAGA Period than the Defendant's records show by timely submitting evidence to the Settlement Administrator. Defendant's records will be presumed determinative absent reliable evidence to rebut the records, but the Settlement Administrator will evaluate any evidence submitted by a Class Member/PAGA Member and provide the evidence submitted to Class Counsel and Defense Counsel who agree to meet and confer in good faith about the evidence to determine the Class Member's actual number of workweeks and estimated Individual Settlement Amount/PAGA Settlement Amount. If Class Counsel and Defense Counsel are unable to agree, they agree to submit the dispute to the Settlement Administrator to render a final decision. Class Members will have until the Notice Response Deadline to dispute Weeks Worked, object, or opt out, unless that deadline is extended by the Court. PAGA Members will have until the Notice Response Deadline to dispute PAGA Weeks, unless that deadline is extended by the Court.

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82. Declaration of Due Diligence. The Settlement Administrator shall provide counsel for the Parties, at least twenty-five (25) days prior to the final approval hearing, a declaration of due diligence and proof of mailing with regard to the mailing of the Notice.

83. Settlement Class Members' Rights. Each Settlement Class Member will be fully advised of the Settlement, the ability to object to the settlement, and the ability to opt out or request exclusion from the Settlement. The Notice will inform the Settlement Class Members of the Court-established deadlines for filing objections or requesting exclusion from the Settlement in accordance with the following guidelines:

(a) Requests for Exclusion from Settlement Class. Any Settlement Class Member, other than the named Plaintiffs, may request to be excluded from the Settlement Class by submitting a "Request for Exclusion" (attached hereto as Exhibit "A") to the Settlement Administrator via mail, fax, email, or other electronic means, and received or postmarked on or before the Notice Response Deadline.

Any Request for Exclusion should include the full name, address, telephone number, and signature of the Settlement Class Member requesting exclusion. The Request for Exclusion must be returned by mail, fax, email, or other electronic means to the Settlement Administrator at the specified contact information. Any such Request must be made in accordance with the terms set forth in the Notice. A Request for Exclusion will be timely only if received or postmarked by the Notice Response Deadline, unless the Parties otherwise agree in writing. Any Settlement Class Member who timely requests exclusion in compliance with these requirements: (i) will not have any rights under this Agreement, including the right to object, appeal or comment on the Settlement; (ii) will not be entitled to receive any payments under this Agreement; and (iii) will not be bound by this Agreement, or the Judgment. The Parties to this agreement and their counsel agree that they will not solicit or encourage Class Members to opt-out or object to this Agreement.

In the event more than 15% of the Settlement Class Members (calculated based on the number of Weeks Worked by such members with Defendant) opt out of the Settlement, Defendant shall be entitled to elect to receive a pro-rata reduction in the Gross Settlement Amount based on the Weeks Worked by such Non-Participating Class Members in the Class Period. In the event

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that more than 20% of the Settlement Class Members (calculated based on the number of Weeks Worked by such members with Defendant) opt out of the Settlement, Defendant shall either: (a) be entitled to elect to receive a pro-rata reduction in the Gross Settlement Amount based on the Weeks Worked by such Non-Participating Class Members in the Class Period; or (b) be entitled to void the Settlement. If Defendant elects to receive a pro-rata reduction in the Settlement Amount, Plaintiff will be entitled to elect to void the Settlement.

If the total number of workweeks during the Class Period increases by more than 15% (i.e. more than 29,256 workweeks), the Gross Settlement Amount will be increased proportionally by the number of workweeks worked in excess of 15% (e.g. if the total number of workweeks increases by 20% over 25,440 workweeks, the GSA will increase by 5%).

(b) Binding Effect on Participating Settlement Class Members. Except for those Settlement Class Members who exclude themselves in compliance with the procedures set forth above, all Settlement Class Members will: (i) be deemed to be Participating Class Members for all purposes under this Agreement; (ii) will be bound by the terms and conditions of this Agreement, the Judgment, and the releases set forth herein; and (iii) except as otherwise provided herein, will be deemed to have waived all objections and oppositions to the fairness, reasonableness, and adequacy of the Settlement.

(c) Objections to Settlement. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment. Non-Participating Class Members have no right to object to any of the class action components of the Settlement. To object, a Participating Class Member may inform the Settlement Administrator, in writing, via mail, fax, email, or other electronic means, of his or her objection which must be received or postmarked by the Notice Response Deadline at the contact information set forth in the Notice. Such objection should include the full name, address, telephone number, and dates of work with Defendant of the Objecting Settlement Class Member; the case name and number; the basis for the objection, including any legal support and each specific reason in support of the

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objection, as well as any documentation or evidence in support thereof; and, if the Objecting Settlement Class Member is represented by counsel, the name and address of his or her counsel. If any Objecting Settlement Class Member wishes to speak at the Final Approval Hearing, the class member, or his or her attorney, may attend the final approval hearing and be heard by the court. The Settlement Administrator shall provide objections, if any, to Class Counsel and Defense Counsel via email within three (3) days of receipt, and the Settlement Administrator shall attach any objections to its declaration of due diligence, which is to be filed with the Court prior to the Final Approval Hearing. Any Participating Class Member who files an objection remains eligible to receive monetary compensation from the Settlement. Plaintiff and Defendant shall not be responsible for any fees, costs, or expenses incurred by any Class Member and/or his or her counsel related to any objections to the Settlement. Submitting an objection does not preserve the right to appeal a final judgment.

(d) Failure to Object. Any Participating Class Member who desires to object but fails to timely submit a written objection waives any right to object and will be foreclosed from making any objection to this Settlement. Any Participating Class Member who does not timely and properly become a party of record by intervening or filing a motion to vacate the Judgment waives any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment, motion for new trial, a motion under California Code of Civil Procedure section 473, and extraordinary writs.

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

84. Settlement Class Members will have until the Notice Response Deadline to object or submit a Request for Exclusion to the Settlement Administrator by U.S. Mail. The Settlement Administrator shall disclose jointly to Class Counsel and Defendant's counsel what objections or Requests for Exclusion were timely submitted on a weekly basis, and upon the request of Class Counsel or Defense Counsel.

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85. Funding of the Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Settlement Administrator no later than fourteen (14) days after the Effective Date, provided, however, that Defendant shall not be required to transmit the funds fewer than ninety (90) days after the Court issues its Final Approval Order of the Settlement Agreement. The Settlement Administrator shall deposit the Gross Settlement Amount into an interest-bearing qualified settlement account ("Qualified Settlement Fund") with an FDIC insured banking institution from which the Settlement Administrator will have authority to distribute money in accordance with the terms of this Settlement Agreement. The interest accrued during this time period will be distributed to Participating Class Members. In the event this Settlement Agreement becomes null and void, all monies deposited by Defendant into the Qualified Settlement Fund including any interest accrued, shall be returned to Defendant.

86. Distribution of Funds. No later than ten (10) calendar days after the deposit of the settlement amount into the QSF, the Settlement Administrator will mail the payments to the Participating Class Members and PAGA Members, the payment for the attorneys' fees and costs to Class Counsel, any Service Payment to the Class Representative, the payment to the LWDA for PAGA penalties, and will pay itself the Settlement Administration Costs.

87. Deadline for Cashing Settlement Checks. Participating Class Members and PAGA Members shall have 180 calendar days after mailing by the Settlement Administrator to cash their settlement checks. The expiration period of each settlement check shall be stated in each distribution to the Class. Prior to mailing the checks, the Settlement Administrator shall update the addresses using the National Change of Address Database. If any Participating Class Member's/PAGA Member's check is not cashed within that 180-day period, the check will be void and a stop-payment will be issued. At that time the Settlement Administrator will void any such uncashed or unclaimed checks and all amounts from such unclaimed checks will be retained in the QSF. The Settlement Administrator will take reasonable additional steps to locate such persons for a period of up to forty-five (45) days after the expiration date of such checks. Pursuant to Code of Civil Procedure, section 384, the Parties shall report to the court the total amount that was actually paid to the Participating Class Members and PAGA Members. After this report is

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received, the court will amend the judgment to direct the Settlement Administrator to pay the sum of unclaimed portion plus any interest that has accrued thereon, to the California Controller's Unclaimed Property Fund in the name of the Participating Class Member thereby leaving no "unpaid residue" subject to the requirements of section 384(b) of the California Code of Civil Procedure. In such event, the Participating Class Members and PAGA Members will nevertheless remain bound by this Settlement Agreement, including the release of the Released Claims. Defendant's monetary obligations under this Settlement Agreement are limited to the Gross Settlement Amount. The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

H. Duties of the Parties Prior to the Court's Approval

88. Promptly after execution of this Settlement Agreement, Plaintiff will move the Court for Preliminary Approval of this Settlement and entry of the Preliminary Approval Order accomplishing the following:

(a) Scheduling the Final Approval Hearing on the issue of whether this Settlement should be finally approved as fair, reasonable and adequate as to the Class Members and a hearing on fees, costs and the Service Payment;

(b) Approving as to form and content the proposed Notice, attached hereto as Exhibit A;

(c) Directing the mailing of the Notice by first class mail to the Settlement Class Members and PAGA Members;

(d) Preliminarily approving this Settlement;

(e) Preliminarily appointing Haffner Law PC as class counsel and;

(f) Preliminarily certifying the class for purposes of this Settlement.

89. 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

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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.

90. Not later than sixteen (16) court days before the calendared Final Approval Hearing, 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, subd. (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 days prior to filing the Motion for Final Approval. 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.

I. Duties of the Parties Following Court's Final Approval

91. In connection with the Final Approval Hearing provided for in this Settlement Agreement, Class Counsel shall submit a proposed Final Approval Order:

(a) Approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions as expressed in this Settlement Agreement;

(b) Approving Class Counsel's application for an award of attorneys' fees and reimbursement of litigation costs and expenses, the Service Payment to the Class Representative, and the payment to the Settlement Administrator for costs of administering the settlement, consistent with the terms and provisions herein; and

(c) Entering judgment approving the Settlement, thereby permanently barring all Participating Class Members from prosecuting any Released Claims against any of the Released Parties.

J. Voiding the Agreement

92. If the Court fails or refuses to issue the Final Approval Order or fails to approve any material condition of this Settlement Agreement which effects a fundamental change of the Settlement, the entire Settlement Agreement shall be rendered voidable and unenforceable as to all

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Parties herein at the option of any Party.

93. If the Settlement is voided or fails for any reason, Plaintiff and Defendant will have no further obligations under the Settlement, including any obligation by Defendant to pay the Settlement Amount, or any amounts that otherwise would have been owed under this Settlement Agreement.

94. If the Settlement is voided or fails for any reason, any costs incurred by the Settlement Administrator shall be borne equally on a 50-50 basis by Plaintiff and Defendant.

K. Other Terms

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

96. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their 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 the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

97. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain

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Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

99. Waiver. The waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement by any Party.

100. Parties' Authority. The signatories hereto represent that they are fully authorized to enter into this Settlement Agreement and bind their respective Parties hereto to the terms and conditions hereof.

101. Mutual Full Cooperation. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to execution of such documents and taking such other actions as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties to this Settlement Agreement shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court or otherwise, to effectuate this Settlement Agreement and the terms set forth herein. As soon as practicable after execution of this Settlement Agreement, Class Counsel shall, with the assistance and cooperation of Defendant and Defendant's counsel, take all necessary steps to secure the Court's preliminary and final approval of the settlement, and the final entry of judgment.

102. No Prior Assignments. The Parties hereto represent, covenant, 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 rights released and discharged by this Settlement Agreement.

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

104. Inadmissibility of Agreement. Whether or not the Court issues the Final Approval Order, nothing contained herein, nor the consummation of this Settlement Agreement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant or any of the other Released Parties. Each of the Parties hereto has entered into this Settlement Agreement with the intention of avoiding further disputes and litigation with the attendant inconvenience and expenses. This Settlement Agreement is a settlement document, and it, along with all related documents such as the notices, and motions for preliminary and final approval, shall, pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence 408, be inadmissible as evidence in any proceeding, except an action or proceeding to approve the Settlement, and/or interpret or enforce this Settlement Agreement. The stipulation for class certification as part of this Settlement Agreement is for settlement purposes only, and if for any reason the settlement is not approved, the stipulation will be of no force or effect.

105. 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

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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 a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. 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, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

106. No Solicitation. The Parties separately agree that they and their respective counsel and employees 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.

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

108. 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.

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109. 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.

110. 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.

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

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

113. 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.

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

115. Use and Return 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 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 Settlement Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.

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116. 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.

117. 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 business day thereafter.

118. Notices. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after (i) emailing and (ii) mailing by United States registered or certified mail, return receipt requested, addressed:

To the Settlement Class:

Joshua H. Haffner
jhh@haffnewlawyers.com
Alfredo Torrijos,
at@haffnerlawyers.com
Vahan Mikayelyan
vh@haffnerlawyers.com
Haffner Law PC
15260 Ventura Blvd., Suite 1520
Sherman Oaks, CA 91403
Tel.: (213) 514-5681 / Fax.: (213) 514-5682

To Defendant:

Michelle Finkel Ferber, #149929
mferber@ferberlaw.com
Jennifer R. Lucas, #227505
jlucas@ferberlaw.com
Jessica M Di Palma, #299048
jdipalma@ferberlaw.com
FERBER LAW, A Professional Corporation
2603 Camino Ramon, Suite 385
San Ramon, California 94583
(925) 355-9800

119. 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

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themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

120. Construction. The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arms'-length negotiations among the Parties and that this Settlement Agreement shall not be construed in favor of or against any Party based on the extent to which any Party or their counsel participated in the drafting of this Settlement Agreement. Plaintiff and Defendant expressly waive the common-law and statutory rule of construction that ambiguities should be construed against the drafter of an agreement and further agree, covenant, and represent that the language in all parts of this Agreement shall be in all cases construed as a whole, according to its fair meaning.

121. Captions and Interpretations. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is contractual and not merely a recital.

122. Dispute Resolution. Prior to instituting legal action to enforce the provisions of this Agreement or to declare rights and/or obligations under this Agreement, a Party shall provide written notice to all other Parties pursuant to the notice provisions and allow an opportunity to cure the alleged deficiencies, and Plaintiff and Defendant agree to seek the help of the Mediator to resolve any dispute they are unable to resolve informally. During this period, the Parties shall bear their own attorneys' fees and costs. This provision shall not apply to any legal action or other proceeding instituted by any person or entity other than Plaintiff or Defendant.

123. Binding on Assigns. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

124. Signatures of All Class Members Unnecessary to be Binding. It is agreed that, because the Settlement Class Members/PAGA Members are numerous, it is impossible or impractical to have each of them execute this Settlement Agreement. The Notice will advise all Settlement Class Members and PAGA Members of the binding nature of the release provided

herein and such Release shall have the same force and effect as if this Settlement Agreement were executed by each Settlement Class Member/PAGA Member.

Dated: May 5, 2026 **CLASS REPRESENTATIVE:**



Amber Braxton

Dated: May 5, 2026 **CLASS REPRESENTATIVE:**



Tavares Andrews

Dated: May ___, 2026 **CLASS COUNSEL:**
HAFFNER LAW PC

Joshua H. Haffner
Alfredo Torrijos
Vahan Mikayelyan
Attorneys for Plaintiffs
And similarly situated drivers

/ / /

/ / /

/ / /

Dated: May ___, 2026 **Capital Express Lines, Inc.:**

Dated: May ___, 2026 **COUNSEL FOR DEFENDANT**

FERBER LAW, A Professional Corporation

_____

Michelle Finkel Ferber
Jennifer R. Lucas
Jessica M Di Palma
Attorneys for Defendant

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herein and such Release shall have the same force and effect as if this Settlement Agreement were executed by each Settlement Class Member/PAGA Member.

Dated: May ___, 2026

CLASS REPRESENTATIVE:

Amber Braxton

Dated: May ___, 2026

CLASS REPRESENTATIVE:

Tavares Andrews

Dated: May 5__, 2026

CLASS COUNSEL:
HAFFNER LAW PC

Joshua H. Haffner
Alfredo Torrijos
Vahan Mikayelyan
Attorneys for Plaintiffs
And similarly situated drivers

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Dated: May 5/12/2026, 2026

Capital Express Lines, Inc.:

DocuSigned by:
Gurdip Samra
91F0F6D319834B3...

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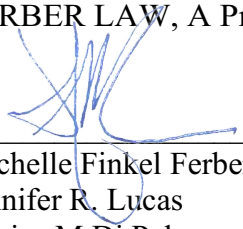
Dated: May 12, 2026

COUNSEL FOR DEFENDANT

FERBER LAW, A Professional Corporation



Michelle Finkel Ferber
Jennifer R. Lucas
Jessica M Di Palma
Attorneys for Defendant

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EXHIBIT A

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EXHIBIT A TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

Amber Braxton and Tavares Andrews, on behalf of themselves and others current and former employees similarly situated v. Capital Express Lines, Inc. Case No. 24CV010352 (Cal. Sup. Ct.)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

AMBER BRAXTON, an individual; TAVARES ANDREWS, an individual, on behalf of themselves and all others similarly situated. Plaintiff, v. CAPITAL EXPRESS LINES, INC., a California corporation; and DOES 1 through 10, inclusive, Defendant.	Case No. 24CV010352 **NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT**

To: All current and former drivers who worked with CAPITAL EXPRESS LINES, INC. ("Capital Express") who were California residents at any time from May 24, 2020 through November 20, 2026 (the "Class Period") (the described persons are "Settlement Class" or "Class Members").

PLEASE READ THIS NOTICE CAREFULLY
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT

Why should you read this notice?

The Court has granted preliminary approval of a proposed class action settlement (the "Settlement") in *Braxton et al., on behalf of themselves and others current and former employees similarly situated v. Capital Express Lines, Inc.*, Sacramento Superior Court Case No. 24CV010352 (the "Lawsuit"). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

You may be entitled to money from this Settlement. Capital Express's records show that you worked with Capital Express as a driver at some point between May 24, 2020 and November 20, 2026, The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment. If you ask to be excluded, you will not get any Settlement payment based on your eligibility to be in the Settlement class, and you cannot object to the settlement.

What is this case about?

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Amber Braxton and Tavares Andrews, on behalf of themselves and others current and former employees similarly situated v. Capital Express Lines, Inc. Case No. 24CV010352 (Cal. Sup. Ct.)

Plaintiffs Amber Braxton and Tavares Andrews (the named "Plaintiffs") brought this Lawsuit against Capital Express Lines, Inc. ("Defendant"), seeking to assert claims on behalf of a "settlement class" of drivers who worked with Capital Express. Plaintiffs are known as the "Class Representatives," and their attorneys, who also represent the interests of all Class Members, are known as "Class Counsel."

Plaintiffs' operative Complaint asserted the following causes of action: (1) unpaid minimum wages; (2) failure to reimburse business expenses; (3) failure to furnish timely and accurate wage statements; (4) failure to pay all wages owed every pay period; (5) failure to pay all wages upon separation; (6) violation of the Business and Professions Code § 17200 et seq.; and (7) violation of the Private Attorneys General Act ("PAGA").

The lawsuit is about whether Defendant failed to properly pay Plaintiffs and other truck drivers. The Plaintiffs allege that the truck drivers were not properly compensated for all compensable time worked, such as time spent loading and unloading, performing pre- and post-trip inspections, refueling, waiting, etc., among other wage and hour violations. Plaintiffs claim they should have been compensated for all the time spent working, but they were only paid for productive time, i.e., time spent advancing the load. Finally, Plaintiffs claim that they and other drivers did not receive reimbursement for work-related expenses. Plaintiffs seek actual damages as well as civil and statutory penalties for the alleged wage and hour violations under California law, including liquidated damages, double damages, and attorneys' fees and costs.

Defendant denies that it has done anything wrong. Defendant further denies that it owes Class Members any wages, restitution, penalties, or other damages. The Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendant, which expressly denies all liability. The Court has not ruled on the merits of Plaintiffs' claims. However, to avoid additional expenses, attorney's fees, costs, inconvenience, and interference with the business operations, Defendant has made the decision that it is in the best interests of all parties to settle the Lawsuit on the terms summarized in this Notice. The Court has only determined that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate and reasonable. A final determination on whether the Settlement is fair, adequate and reasonable will be made at the Final Approval hearing.

The Class Representative and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Defendant, Defendant's current financial condition, the inherent risks of trial on the merits, and the delays and uncertainties associated with litigation.

Who are the Attorneys?

Attorneys for Plaintiffs/Class Members:	Attorneys for Defendants:
HAFFNER LAW P.C. Joshua H. Haffner Alfredo Torrijos Vahan Mikayelyan 15260 Ventura Blvd., Suite 1520 Sherman Oaks, California 91403 Telephone: (213) 514-5681 Facsimile: (213) 514-5682	**FERBER LAW, A Professional Corporation** Michelle Finkel Ferber Jennifer R. Lucas Jessica M Di Palma 2603 Camino Ramon, Suite 385 San Ramon, California 94583 (925) 355-9800

What are the core terms of the Settlement?

On November 20, 2026, the Court preliminarily certified, for settlement purposes only, all current and former drivers who worked with Capital Express who were California residents at any time from May 24, 2020 through November 20, 2026/

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If you ask to be excluded, you will not get any Settlement payment based on your eligibility to be in the Settlement class, and you cannot object to the settlement. Class Members who do not exclude themselves from the Settlement pursuant to the procedures set forth in this Notice will be automatically bound by the Settlement and will release their claims against Defendants as described below (referred to as "Settlement Class Members"). All individuals who worked from May 3, 2023 through November 20, 2026 (referred to as "PAGA Members") will be entitled to a payment and will release their right to pursue a Labor Code Private Attorney General Act (aka a "PAGA" claim) regardless of whether they request exclusion.

Capital Express has agreed to pay $1,350,000.00 (the "Gross Settlement Amount") to fully resolve all claims in the Lawsuit, including payments to Settlement Class Members, Class Counsel's award and costs, administration costs, payment to the LWDA, payment to PAGA Members, and the Class Representative award. The Gross Settlement Fund will be paid out as described in Paragraph 81(a) of this Settlement Agreement.

The following deductions from the Gross Settlement Fund will be requested by the parties:

- Administrator Costs. The Court has approved ILYM Group, Inc. to act as the "Settlement Administrator," who is sending this Notice to you and will perform many other duties relating to the Settlement Agreement. The Parties will request up to $15,000.00 from the Gross Settlement Fund to pay the administration costs.

- Class Counsel Award and Costs. Class Counsel have been prosecuting the Lawsuit on behalf of the Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Gross Settlement Fund. Class Members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for fees not to exceed 33.33% of the Gross Settlement Amount, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through Settlement finalization. Class Counsel also will ask for reimbursement of up to $15,000.00 for verified costs Class Counsel incurred in connection with the Lawsuit.

- Enhancement Award. Class Counsel also intends to make a motion for an Enhancement award to the Class Representatives in the amount of Twenty Thousand Dollars and Zero Cents ($20,000.00) ($10,000.00 for each named Plaintiff). Such Enhancement award, subject to Court approval, is to compensate this individual for the time and expense he incurred in acting as the intermediary between Class Counsel and the Class, assisting Class Counsel in investigating and obtaining evidence, responding to discovery, providing testimony by way of declarations, and participating in mediation. The Enhancement award is also meant to compensate this individual for the significant risks he took in choosing to actively participate in the prosecution of this Class Action.

- PAGA Payment to the State of California. The parties have agreed to allocate $42,502.25 towards the Settlement of the PAGA claims in the Lawsuit. $31,876.68 will be paid to the State of California Labor and Workforce Development Agency, representing its 75% share of the civil penalties. The remaining $10,625.57 will be allocated to PAGA Members.

Calculation of Settlement Class Members' Individual Settlement Payments. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Qualified Settlement Fund ("QSF"), which will be distributed to all Class Members who do not submit a valid and timely Request for Exclusion form (described below) and who do not appear at the Final Approval Hearing to request exclusion. Each Class Member who worked as a driver with Capital Express from May 24, 2020 through November 20, 2026 will be entitled to a Settlement Payment based on the proportionate number of work weeks the Class Member worked as a driver with Capital Express during the time period of May 24, 2020 through November 20, 2026.

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Payments to Settlement Class Members. If the Court grants final approval of the Settlement, Individual Class Payments will be mailed to all Settlement Class Members who did not submit a valid and timely Request for Exclusion or appear at the Final Approval Hearing to object.

Payments to PAGA Members. If the Court grants final approval of the Settlement, PAGA Payments will be mailed to all PAGA Members regardless of whether they request exclusion. The payment to PAGA Members will consist of a pro rata share of the $10,625.57 portion of the $42,502.25 PAGA allocation. The pro rata share will be based on the number of work weeks each individual worked between May 3, 2023 and November 20, 2026 compared to the total number of work weeks worked by all PAGA Members during the same time period.

Allocation and Taxes. For tax purposes, each Settlement Payment will be treated as follows: any portion paid from the PAGA allocation will be deemed a settlement for statutory penalties; all other payments will be designated 20% wages, reported on an IRS Form W-2, 80% non-wages (i.e., penalties, interest, reimbursements), reported on an IRS Form 1099. Settlement Class Members are responsible for the proper tax treatment of the Settlement Payments. The Administrator, Defendant and its counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class Members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. If the Court approves the Settlement and when Capital Express fully funds Gross Settlement Amount, each Class Member who has not submitted a valid Request for Exclusion, will fully release and discharge Defendant and its parents, predecessors, successors, subsidiaries, affiliates, related companies, brother and/or sister companies, divisions, joint venturers, assigns, any entities deemed a client employer or labor contractor of Defendant under Labor Code section 2810.3, service providers, insurers, consultants, subcontractors, any individual or entity deemed a statutory employer or joint employers (under any legal theory of joint employment) and all respective agents, employees, officers, directors, stockholders, shareholders, owners, fiduciaries, insurers, consultants, subcontractors, and attorneys thereof (collectively the "Released Parties") from the following "Released Claims" for the entire Class Period:

> Released Claims" means all known and unknown claims, losses, damages, liquidated damages, demands, penalties, liabilities, declaratory relief, injunctive relief, interest (whether pre- or post-judgment), disbursements, attorneys' fees and costs, causes of action, complaints or suits, at law or in equity, which arise from or are related to the facts asserted in the Complaint, including, without limiting the foregoing, claims for failure to pay minimum wage, failure to reimburse for business expenses, failure to furnish timely, accurate, and itemized wage statements, failure to pay all wages owed every pay period, failure to pay all wages upon separation, claims made under California Labor Code sections 201, 202, 203, 204, 221, 223, 226, 226.3, 226.7, 400 – 410, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 2802, all similar provisions or requirements of the California Industrial Welfare Commission Wage Order 9-2001 (including, but not limited to, sections 4, 11, and 12), California Labor Code Private Attorney General Act section 2698 et seq. (including, but not limited to, sections 2699 and 2699.3), California Business and Professions Code sections 17200, et seq., any related claims for compensatory, consequential, punitive or exemplary damages, statutory damages, declaratory relief, injunctive relief, penalties, interest (whether pre- or post-judgment), disbursements, attorneys' fees and costs or any other federal, state, or local law, which the Class and/or any Class Member has ever had, or hereafter may claim to have, for the Class Period. This Agreement will release all claims that were expressly alleged in the Action or that could have been alleged in the Action based upon the factual and legal allegations in the Complaint.

If the Court approves the Settlement, each PAGA Member, regardless of whether exclusion was requested, will release the right to pursue claims under the California Labor Code Private Attorney General Act section 2698 *et seq*. (including, but not limited to, sections 2699 and 2699.3 based on unpaid minimum wage, unpaid overtime wages, failure to reimburse for business expenses, failure to furnish timely, accurate, and itemized wage statements, failure to pay all wages owed every pay period, and failure to pay all wages upon separation).

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Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of Judgment.

You may also visit <<URL for custom website>> to view the Settlement Agreement, Notice of Pendency of Class Action, Request for Exclusion, or Final Judgment.

How much can I expect to receive from the Settlement?

The amount of money you are entitled to receive from this settlement (your "Individual Settlement Payment") is based on the number of Work Weeks that you worked with Capital Express during the Class Period. The amount of your Individual Settlement Payment and how it was calculated are set forth in the Notice of Estimated Individual Settlement Payment which accompanies this Notice. You may also be entitled to receive a portion of the PAGA Penalties awarded in this action (your "Individual PAGA Payment.") If you are entitled to an Individual PAGA Payment, the amount of your Individual PAGA Payment and how it was calculated are also set forth in the Notice of Estimated Individual Settlement Payment.

Dispute Information in this Notice of Settlement.

Your award is based on the number of work weeks you worked with Capital Express as a driver during the Class Period. The information contained in Capital Express's records regarding each of these factors, along with your estimated Individual Settlement Payment, is listed above. If you disagree with the information listed above, you may submit a dispute, along with any supporting documentation, to <<ADMINISTRATOR CONTACT INFO>>. Any disputes, along with supporting documentation, must be postmarked no later than <<RESPONSE DEADLINE>>. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The Parties will investigate any dispute in consultation with the Settlement Administrator. The Settlement Administrator will make the final determination regarding the amount of your Individual Settlement Payment.

What are my options going forward?

1. Participate in the Settlement – Do Nothing

Remain part of the case and receive approximately the payment amount identified above **for the Settlement Class and, if applicable, PAGA Class**. You do not need to file a claim in order to receive a payment from the Settlement. Under the settlement, if you **do nothing, you will automatically receive Individual Settlement Payments**, as described above. After final approval by the Court, the payment will be mailed to you at the same address as this Class Notice. If your address has changed, please notify the Settlement Administrator as explained below.

2. Opt Out of the Settlement

Get no Class Member payment. If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator executed signed Request for Exclusion Form postmarked no later than <<RESPONSE DEADLINE>>, with your name, address, telephone number, last four digits of your social security number or full federal tax i.d. number, your signature, and the date.

Send the Request for Exclusion Form directly to the Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. Any person who submits a timely Request for Exclusion Form shall, upon receipt by the Administrator, no longer be a Settlement Class Member, shall be barred from participating in any portion of the Settlement, and shall receive no benefits from the Settlement except the PAGA portion as described immediately below.

If the Court approves the Settlement, PAGA Class Members will be subject to a release of PAGA claims and will be entitled to a portion of the allocation of PAGA penalties regardless of whether exclusion is requested.

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You may also appear at the Final Approval Hearing to object.

3. Object to the Settlement

You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement in writing, or any portion of it, you may mail a written objection to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. Your written objection must include your name, the last four digits of your social security number or full federal tax i.d. number, and the basis for your objection. You may also include any evidence in support of your objection. Written objections must be postmarked on or before <<RESPONSE DEADLINE>>.
You may also object by appearing at the Final Approval Hearing scheduled for [Date of Final Approval Hearing], at [Time], in Department 23 of the Sacramento County Superior Court, located at Gorden D. Schaber Courthouse, 4th floor, 720 9th Street, Sacramento, CA 95814. You have the right to appear either in person or through your own attorney at this hearing, although you do not need to appear at the Final Approval Hearing for your objection to be considered.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class members who do not object.

4. Speak at the Final Approval Hearing

You may also appear at the Final Approval Hearing to object and give your reasons for objecting as to why the Court should not approve the Settlement.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on [Date of Final Approval Hearing], at [Time], in Department 23 of the Sacramento County Superior Court, located at Gorden D. Schaber Courthouse, 4th floor, 720 9th Street, Sacramento, CA 95814. Please contact [INSERT] or Class Counsel for updates regarding the location of the Final Approval Hearing as the location of the Final Approval Hearing is subject to change. You may also visit <<URL for custom website>> to check for updates to the Final Approval Hearing date, time, or location.

The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses and the Enhancement Awards to the Class Representative. The Final Approval Hearing may be postponed without further notice to Settlement Class Members. **You are not required to attend the Final Approval Hearing, although any Settlement Class Member is welcome to attend the hearing.**

How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Los Angeles County Superior Court, located at 720 9th Street, Sacramento, CA 95814, during regular court hours. You may also contact Class Counsel using the contact information listed above for more information.

You may also visit <<URL for custom website>> to view the Settlement Agreement, Notice of Pendency of Class Action, Request for Exclusion, or Final Judgment.

PLEASE DO NOT CALL OR WRITE THE COURT, DEFENDANTS, OR THEIR ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS

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When will I get my payment?

The settlement payments will be distributed only if the Court approves the Settlement. The Court will hold a Fairness Hearing on , 2026 to decide whether to approve the Settlement. Even if the Court approves the Settlement, however, there may still be appeals of that approval order that will take additional time to resolve, which can last for more than a year. Please be patient, as the claims administration process takes time.

Your Individual Settlement Payment will be paid to you within _____days after the Effective Date. The Effective Date is the date by when all of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; (b) at least 90 days have passed since the Approval, and (c) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (i) if no Class Member timely and properly intervenes or files a motion to vacate the judgment approving the Settlement Agreement under Code of Civil Procedure § 663, the date the Court enters an order granting Final Approval of the Settlement Agreement; (ii) if a Class Member intervenes or files a motion to vacate the judgment approving the Settlement Agreement, thirty-five (35) calendar days following the date the Court enters an order granting final approval, assuming no appeal is filed; or (iii) if a Class Member intervenes or files a motion to vacate the judgment approving the Settlement Agreement, and if a timely appeal is filed, the date of final resolution of that appeal (including any requests for rehearing and/or petitions for certiorari), resulting in final judicial approval of the Settlement Agreement.

In the event this Notice is returned to the administrator as undeliverable, the Claims Administrator shall conduct an in-depth search under which it shall promptly attempt to determine the correct address using a skip-trace or other search using the name, address, and/or social security number of the Class Member involved and shall then re-mail the returned check.

In the instance that the Class Member's Notice Packet is re-mailed, that Class Member's Objection/Exclusion/Dispute Deadline Date shall be recalculated so that Class Member shall have an additional fifteen (15) calendar days from the original Objection/Exclusion/Dispute Deadline to opt-out, object, or dispute the number of work weeks attributed to him or her.

REMINDER AS TO TIME LIMITS

Please submit a Request for Exclusion, Dispute or written Objection by <<**RESPONSE DEADLINE**>> or appear at the Final Approval Hearing.

Once again, if you want to receive your Individual Settlement Payment you do **not** have to submit any further paperwork.

BY ORDER OF THE COURT ENTERED ON [Date of Preliminary Order].

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EXHIBIT A TO STIPULATION AND AGREEMENT
FOR CLASS ACTION SETTLEMENT

Request for Exclusion

REQUEST FOR EXCLUSION | CASE NO. 22STCV12159

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

AMBER BRAXTON, an individual; TAVARES ANDREWS, an individual, on behalf of themselves and all others similarly situated.

Plaintiff,

v.

CAPITAL EXPRESS LINES, INC., a California corporation; and DOES 1 through 10, inclusive,

Defendant.

Case No. 24CV010352

CLASS ACTION

REQUEST FOR EXCLUSION

IF YOU WANT TO BE INCLUDED IN THE CLASS & REPRESENTATIVE ACTION SETTLEMENT DESCRIBED IN THE ACCOMPANYING NOTICE, DO NOT FILL OUT THIS FORM.
IF YOU DO NOT WANT TO BE INCLUDED IN THE SETTLEMENT, COMPLETE THIS FORM IN ITS ENTIRETY, SIGN THE FORM, AND RETURN IT VIA FIRST CLASS MAIL TO THE ADDRESS BELOW WITH A POSTMARK OF NO LATER THAN [DATE], 2026 (45 DAYS AFTER THE CLASS NOTICE AND THIS FORM WERE MAILED).

ILYM Group, Inc.

Docusign Envelope ID: ED34FCAD-7820-8D68-82D2-094382C1327B

I hereby declare as follows:

On one or more occasions I worked with Capital Express as a driver at some point between from May 24, 2024 through **[INSERT DATE OF PRELIMINARY APPROVAL]**.

I wish to be **excluded** from the Settling Class and I **do not** want to participate in the proposed settlement. I understand that by excluding myself, I will **not** receive any share of or payment from the proposed settlement.

Date: _____, 2026

_____
(Signature)

_____
(Typed or Printed Name)

_____
(Address)

_____
(City, State, Zip Code)

_____
(Telephone Number, Including Area Code)

Docusign Envelope ID: ED34FCAD-7820-8D68-82D2-094382C1327B

NOTICE OF ESTIMATED INDIVIDUAL SETTLEMENT PAYMENT

Amber Braxton and Tavares Andrews, on behalf of themselves and others current and former employees similarly situated v. Capital Express Lines, Inc. Case No. 24CV010352 (Cal. Sup. Ct.)

List Any Corrections

Name/Address Changes (if any):

_____

_____

_____

_____

First Last
c/o
Address1 Address2
City, State, Zip, Country

(_____) _____
Area Code Telephone Number

(_____) _____
Area Code Telephone Number

Defendant Capital Express Lines, Inc.'s records show that you are a class member in the above-captioned case, in that you performed services as a driver for Capital Express Lines, Inc. in California at any time between May 24, 2020 and November 20, 2026 (the "Class Period"). As a class member, you are entitled to a share of the settlement in the case (your "Individual Settlement Payment").

Based on Capital Express Lines, Inc.'s records, during the Class Period you worked ___ Work Weeks, which is defined as the total number of weeks during which a class member personally provided transportation services for Capital Express Lines, Inc. during the Class Period. Based on your number of Work Weeks, your estimated individual settlement payment is $_____.

[ONLY IF PAGA MEMBER]

Based on Capital Express Lines, Inc.'s records, you are also eligible to receive a portion of the money allocated to Private Attorney General Act ("PAGA") penalties because you worked during the PAGA claims period of May 3, 2023 and November 20, 2026 (hereafter, the "PAGA Period"). Capital Express Lines, Inc.'s records show that you worked ___ PAGA Weeks during the PAGA Period. Based on your number of PAGA Weeks during the PAGA Period, your estimated share of the funds allocated to PAGA penalties is $_____.

If you believe that the above information regarding your Work Weeks or PAGA Weeks is incorrect, you may send a challenge via letter to the Settlement Administrator, indicating what you believe to be the correct number of Work Weeks you worked during the Class Period or PAGA Weeks you worked during the PAGA Period and the dates you worked, to the following address:

[ILYM Group, Inc.]
<Street Address>
<City State ZIP>

To be considered a valid dispute, you must sign your letter under penalty of perjury, include with the letter documents or other evidence that you believe supports your claim that Harbor Express, Inc.'s records are inaccurate, and ensure the letter is postmarked no later than [DATE].

EXHIBIT 2

EXHIBIT 3

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

AMBER BRAXTON, an individual;
TAVARES ANDREWS, an individual,
on behalf of themselves and all
others similarly situated,

Plaintiffs,

v.

Case No.
24CV010352

CAPITAL EXPRESS LINES, INC., a
California corporation; and DOES
1 through 10, inclusive,

Defendants.

DEPOSITION OF PERSON MOST KNOWLEDGEABLE FOR CAPITAL EXPRESS LINES, INC. - GURDIP SAMRA

DATE: Tuesday, April 29, 2025
TIME: 10:05 a.m.
LOCATION: Remote Proceeding
Sacramento, CA 95824
OFFICIATED BY: John Canfield
JOB NO.: 7191601

A P P E A R A N C E S

ON BEHALF OF PLAINTIFFS AMBER BRAXTON AND TAVARES ANDREWS:

JOSHUA HAFFNER, ESQUIRE (by videoconference)
VAHAN MIKAYELYAN, ESQUIRE (by videoconference)
Haffner Law
15260 Ventura Boulevard, Suite 1520
Sherman Oaks, CA 91403
jhh@haffnerlawyers.com
vh@haffnerlawyers.com
(213) 514-5681

ON BEHALF OF DEFENDANT CAPITAL EXPRESS LINES, INC. AND GURDIP SAMRA:

JENNIFER LUCAS, ESQUIRE (by videoconference)
Ferber Law, APC
2603 Camino Ramon, Suite 385
Ramon, CA 94583
jlucas@ferberlaw.com
(925) 886-5222

I N D E X

EXAMINATION:		PAGE
By Mr. Haffner		6

E X H I B I T S

NO.	DESCRIPTION	PAGE
Exhibit 1	Plaintiff's Notice of Deposition of Defendant Capital Express Lines, Inc.'s Person Most Knowledgeable; Demand for Production of Documents	12
Exhibit 2	Driver Paid Settlement Summary CEL 1416-17, 983, 919-943	17

P R O C E E D I N G S

THE OFFICER: Good morning. My name is John Canfield. I'm the reporter assigned by Veritext to take the record of this proceeding. We are now on the record at 10:05 a.m.

This is the deposition of Gurdip Samra taken in the matter of Amber Braxton, et al. vs. Capital Express Lines, Incorporated on Tuesday, April 29, 2025, at 8180 Signal Court, Sacramento, California 95824.

I'm a notary authorized to take acknowledgements and administer oaths in California. Parties agree that I will swear in the witness remotely.

Additionally, absent an objection on the record before the witness is sworn, all parties and the witness understand and agree that any certified transcript produced from the recording of this proceeding:

- is intended for all uses permitted under applicable procedural and evidentiary rules and laws in the same manner as a deposition recorded by stenographic means; and
- shall constitute written stipulation of such.

At this time will everyone in attendance

please identify yourself for the record.

MR. HAFFNER: Good morning. Joshua Haffner, representing plaintiffs.

MR. MIKAYELYAN: Good morning. Vahan Mikayelyan, representing plaintiff as well.

MS. LUCAS: Good morning. Jennifer Lucas, representing the deponent and the defendant.

THE OFFICER: Thank you. Oh, sorry. Go ahead, Ms. Samra.

MS. SAMRA: Was I supposed to or not? I don't know.

THE OFFICER: You know what? Sometimes, it's case by case. If you felt like it, then I was going to let you.

MR. HAFFNER: I'll ask you a question to introduce yourself when we start after.

THE OFFICER: Okay. Hearing no objection, I will now swear in the witness. Ms. Samra, would you raise your right hand, please?

WHEREUPON,

GURDIP SAMRA,

called as a witness and having been first duly sworn to tell the truth, the whole truth, and nothing but the truth, was examined and testified as follows:

THE OFFICER: Thank you. You may

Q Okay. Can you approximate for me the year?
A I don't remember. Sorry.
Q When did you come to the United States?
A 1984.
Q Who's your current employee -- employer? Excuse me.
A Can you repeat that?
Q Who's your current employer?
A Capital Express Lines.
Q And what's your position with Capital Express Lines?
A I'm the CEO.
Q How long have you been the CEO?
A As long as Capital -- since 2001.
Q Is that when Capital Express was formed?
A Yes.
Q Are you the owner of Capital Express?
A Yes.
Q Are there any other owners?
A No.
Q Where is Capital Express based out of?
A Sacramento.
Q And how many -- well, what is Capital Express' business?
A It's a trucking transportation.

Q And how many drivers does Capital Express have?
A Today, anywhere between 90, 95.
Q Has that varied over the years?
A Yes.
Q More or less drivers, or both?
A Both.
Q What's the maximum number of drivers Capital Express has had at one time?
A Rough estimate, about 120, maybe 30.
Q And when was that, that Capital Express had 120 to 130 drivers?
A I wouldn't -- I can't -- I don't know without looking at some papers or something.
Q Would it be fair, over the last four years, Capital Express has had somewhere between 90 to 120 drivers?
A It dropped during Covid. So last four years, it's really hard to say.
Q Okay. Currently, 90 to 95, though?
A Yes. Yes.
Q Are all the drivers employees of Capital Express, or are any of them independent contractors?
A No. They're all employees.
Q And they have been for the entire time Capital

Q Okay. But I'm trying to understand how are they paid on a piece-rate basis if they're paid by the hour. How does that work?

A They're not. They're not. We are -- we are still tracking their mileage.

Q For what purpose?

A Well, that's part of the -- the -- our TMS where, when dispatch dispatches them, it tells them where to pick up, and where they're going, and it tells you how far that is. So they can plan their trip for that time.

Q Is Capital Express tracking drivers' mileage for any purpose that relates to their pay?

A No.

Q Is there any per-mile rate that drivers are paid?

A They -- they do have a per-mileage rate now that we have set them up on, yes.

Q When did that start?

A This year.

Q Why did you set them up on a per-mile rate starting -- you mean starting in 2025?

A Yes.

Q And drivers at Capital Express did not have a per-mile rate before 2025?

A Not for pay, no. Not for pay reasons, no.

Q So what's different now in 2025? How does the per-mile rate work with their pay in 2025?

A Well, the more miles they put in, we give them a bonus.

Q Okay. Can you explain that for me? How many miles until you earn your bonus, and what's the bonus?

A The bonus depends on how many miles they -- they go.

Q So is there always a bonus?

A There's -- pretty much, yes.

Q Can you explain for me how it works?

A So they are given a rate per mile. And when they go over a certain -- it's set up. I don't know how it's set up. They get a bonus for the extra miles that they do.

Q How many miles before they get a bonus?

A I don't know. I'd have to look that up.

Q And this is a new system you installed in 2025?

A Yes.

Q And there was no rate per mile that was applied to Capital Express drivers before you made this change in 2025. Is that correct?

A Yes.

Q Incidentally, is the pay plan for the drivers the same? Does it apply to all drivers?

A It applies the same to all drivers, yes.

MR. HAFFNER: I'm going to attach as Exhibit 2 a multi-page document Bates numbered -- 416 to 417 are the first two pages. Well, you know what? I'm just attaching Exhibit 2, and it's a multi-page document. But the Bates numbers vary, so let me just, like, read them into the record. First two are CEL 1416 to 1417, then it's CEL 983, then CEL 919 through 940.

(Exhibit 2 was marked for identification.)

MS. LUCAS: Sorry. Counsel, you said 919 to 9 --

MR. HAFFNER: Through 943.

MS. LUCAS: 43. Thank you.

BY MR. HAFFNER:

Q Can you see what I'm displaying on the screen screen here, which was Exhibit 2?

A Yes.

Q Can you see that?

A Yes.

Q And you see that this is a -- what's called a "driver paid settlement summary" --

A Yes.

Q -- for our client. You see that?
A Yes.
Q And it looks like it's for a pay period in December 2023; correct?
A Correct.
Q And it lists here a per-mile rate of 55 cents for Mr. Tavares. Do you see that?
A Yes.
Q And so why is a 55 cents-per-mile rate being listed on our client's settlement summary if there was no per-mile component to his pay?
A So that's a -- that's an average, though. They've got to average at least that. When you -- when you see how many hours they worked and the rate, that's -- that's how you come up with the bonus, that they average at least that much per mile.
Q I thought they didn't get a bonus until 2025?
A No. Even on -- on 2023 -- is it -- is that -- what year is that? 2023?
Q Yes.
A Yes. They were -- they were getting extra pay.
Q So there is a per-mile piece-rate component to their pay even back in 2023; correct?
MS. LUCAS: Objection. Misstates her

for each pay period based on their per-mile rate times the number of miles driven; correct?

A What you just did there, yeah. So they get an average. At least, they're averaging 55 cents. That's where the extra -- the miles pay, the 759 -- that's why that extra bonus was put in there. So they will average at least that.

Q No, I understand. But to calculate their gross pay -- Capital Express drivers gross pay, every pay period, you take the number of miles they drove, and you multiply times their per-mile rate; correct?

A Yes.

Q And you do that for all Capital Express drivers; correct?

MS. LUCAS: Objection. Vague as to time.

BY MR. HAFFNER:

Q For the last five years; correct?

A The last five years, I'd -- I'd have to look. We've had different payroll -- we switched to three or four different payroll companies. We outsource the pay -- the ADP right there. We -- so we outsource part of it, and part of it is done in-house. So --

Q So I'm not asking about the payroll, just this pay system of calculating the gross pay for drivers each pay period based on their per miles driven times their

Q No, no. I'm not asking what you believe you could do. For every driver, you pay them based on a mile as their gross pay. Withdrawn. I think we've got it.

The vast majority of drivers get a bonus, so that their pay equals the miles driven times their rate; correct?

A I'm not sure I understand that.

Q The majority of drivers for Capital Express earn enough gross pay based on miles driven times their pay rate to get what you are calling a bonus, so that their gross pay equals that; correct?

A Yes.

Q Where does Capital Express drive? What routes?

A We are over the road. So we go back to Chicago. We go to Washington. We go to Salt Lake. We -- I mean, I could go on and on.

Q So Capital Express drivers are regularly on the road, traveling for days at a time; fair?

A Yes.

Q And there's a record of that that you keep for each driver, because you have their routes; correct?

A Yes.

Q Who owns the trucks that Capital Express

A Yes.

Q And they have to follow the schedule; correct?

A Correct.

Q And are they permitted to use the truck while they're away from home, over the road, like in another city, for personal use?

A Very rarely does that happen. But if they have a personal errand they want to run, and they ask, and they can use them. Yes.

Q Okay. They would have to ask and get permission; fair?

A Yes.

Q And if it impeded the schedule at all, that wouldn't happen, I assume; correct?

A Excuse me?

Q I withdraw. I withdraw that.

Do you have any written policies about what they can do with the truck for personal use when they're on the road?

A I'm not sure. My safety department would have to check with that. There may be. I'm not 100 percent sure.

Q What kind of things can they do and what kind of things can't they do with the truck when they're on the road?

MS. LUCAS: Objection. Vague.

THE WITNESS: Yeah. I don't exactly know what you mean by that, what they can and can't do.

BY MR. HAFFNER:

Q Well, when they're on the road, first of all, in Capital Express' trucks, is there a way for them to log hours?

A Yes. They -- they have ELDs, devices in the trucks where they log their hours.

Q What is the device called?

A Electronic logbook, ELD.

Q Is it Qualcomm?

A I'm sorry?

Q Is it Qualcomm or some other system?

A We -- we are using Samsara now. We used to have Qualcomm, but now we're on Samsara.

Q Okay. And is it accurate that there are four options for Capital Express drivers to log their time, and that's either driving; on-duty, not driving; off-duty; or sleeper berth?

A Yes.

Q And Capital Express only pays its drivers who are on trips over the road away from home as you've described, but the hourly component is only for time logged driving or on-duty, not driving. They are not

paid for time logged as sleeper berth or off-duty, even if they're away from home; fair?

A Yes.

Q So in this pay period we're looking at in Exhibit 2, our client drove enough miles that his gross pay was on a per-mile basis; fair?

MS. LUCAS: Objection. Same as before. You can answer.

THE WITNESS: Yes.

BY MR. HAFFNER:

Q Okay. When you're paying on a per-mile basis in the circumstances like that pay period, how was the driver paid for non-driving time?

A Those hours logged on there, that includes driving and on-duty, not driving.

Q I know. But the hourly pay is subsumed by the per-mile pay, meaning the per-mile pay is what the gross pay is based on. So how, in that circumstance, are they being paid for non-driving time?

MS. LUCAS: Objection. Asked and answered. You can answer.

THE WITNESS: I -- I don't understand that.

BY MR. HAFFNER:

Q Well, the gross pay is based on per-mile time.

And so it subsumes all the hourly; correct? The hourly is within the gross pay.

A Yeah. I still don't understand that.

Q Is the hourly pay for that pay period for our client subsumed and within the gross pay that's based on a per-mile basis?

MS. LUCAS: Same objection. You're misstating what she's already testified to.

MR. HAFFNER: Counsel, no speaking objections.

BY MR. HAFFNER:

Q You can answer.

A For every hour that he logged --

Q Nope. That's not my question.

A Okay.

Q The gross pay for our client for the pay period in Exhibit 2 that we're looking at subsumes and includes all the "hourly pay;" fair?

A Yes.

Q And that gross pay was based on a per-mile basis; correct?

A That gross was based averaging him a certain mile.

Q Fifty-five cents per mile times the number of miles driven.

A Yeah.

Q So in that circumstance, how is he being paid for non-driving time?

MS. LUCAS: Same objection. Asked and answered.

THE WITNESS: On the hours that he reported, he's paid for the time he wasn't driving.

BY MR. HAFFNER:

Q But if you look here at Exhibit 2, he's reporting 80.38 hours; correct?

A Correct.

Q If he'd reported 85 hours of work, would he have gotten any additional pay?

A I don't know what the calculation would have been if -- if you put the hours to 85 --

Q Well, look. Let's do it.

A -- and what his bonus would have been. His -- his bonus would have varied.

Q Yeah. But his gross pay would not have changed one iota; correct?

A Probably not, no.

Q And if he had worked another ten hours that pay period, his gross pay would not have changed at all; correct?

A I don't think so. I'd have to do the

A It's going to vary, depending on how many miles they do.

Q Right. The bonus is going to vary, because the amount needed to increase the hourly pay to equal gross pay of -- number of miles driven times mileage rate; correct?

A It's going to vary, depending on how many miles they put in. How do -- how do we come up with a number to figure out how much we are going to give them as a bonus?

Q Right. And you do this every pay period, this bonus, and you calculate it the same way; correct?

A Yes.

Q And you say you don't have to do this. Have you ever not done it? Have you ever told the driver, "I'm not giving you the bonus this week"?

A It's a safety incentive. It's a -- it's a bonus. No, I haven't.

Q It's mandatory. It's in your pay system; correct? That's how it calculates the pay; fair?

A It's not -- it's not mandatory.

Q Let me -- no. Stay with me. It's in your pay system. That's how they calculate the pay; correct?

A That's how we come up with a bonus for them, yes.

BY MR. HAFFNER:

Q The way the drivers log their time, which we discussed the four categories -- driving; on-duty, not driving; off-duty; or sleeper berth -- all Capital Express drivers log their time that way; fair?

A Yes.

MR. HAFFNER: All right. Let's take a break.

THE OFFICER: The time is 10:55 a.m., and we are off the record.

(Off the record.)

THE OFFICER: The time is 11:03 a.m., and we are back on the record.

BY MR. HAFFNER:

Q The pay plan that we've just been describing, you testified it applies to all the Capital Express drivers; correct?

A Yes.

Q And you can ascertain or identify all of the Capital Express drivers who were paid under this pay plan we've been discussing; correct?

A Yes.

Q And the pay plan we've been discussing is the one where, you know, the gross pay is based on the per-mile rate. And then there's what you call "hourly

pay" that's subsumed by it, you understand; correct?

A Yes.

Q And it was reflected in the documents we attached Exhibit 2; correct?

A Yes.

Q Now, you had earlier testified that there was a change made in 2025 to the pay. Is that still accurate?

A Yes.

Q What was the change?

A We went back to piece rate.

Q Oh. So now you're purely piece rate. Is that right?

A Hourly and piece rate. Both.

Q Well, how is it different than what we were shown in Exhibit 2 currently?

A We -- we get their mileage, and they're paid for the miles separately. And the hours that they're not driving is paid separately.

Q I don't understand that. So how does it work currently? If they drove --

A They -- they have a piece rate that they're paid for. And they have an hourly rate that they paid for.

Q And are those numbers added together?

CERTIFICATE OF DEPOSITION OFFICER

I, JOHN CANFIELD, the officer before whom the foregoing proceedings were taken, do hereby certify that any witness(es) in the foregoing proceedings, prior to testifying, were duly sworn; that the proceedings were recorded by me and thereafter reduced to typewriting by a qualified transcriptionist; that said digital audio recording of said proceedings are a true and accurate record to the best of my knowledge, skills, and ability; that I am neither counsel for, related to, nor employed by any of the parties to the action in which this was taken; and, further, that I am not a relative or employee of any counsel or attorney employed by the parties hereto, nor financially or otherwise interested in the outcome of this action.



JOHN CANFIELD

Notary Public in and for the

State of California

[X] Review of the transcript was requested.

CERTIFICATE OF TRANSCRIBER

I, KATELYN JOLIN, do hereby certify that this transcript was prepared from the digital audio recording of the foregoing proceeding, that said transcript is a true and accurate record of the proceedings to the best of my knowledge, skills, and ability; that I am neither counsel for, related to, nor employed by any of the parties to the action in which this was taken; and, further, that I am not a relative or employee of any counsel or attorney employed by the parties hereto, nor financially or otherwise interested in the outcome of this action.



KATELYN JOLIN

EXHIBIT 4

Capital Express Lines, Inc.

8180 Signal Ct, Sacramento, CA, 95824, Phone: 916.408.5630

Check # : D0005495

SSN: XXX-XX-1782 **Pay period: 12/09/2023 - 12/23/2023** **Check date: 12/29/2023**

For 000662 Andrews, Tavares J. **Email: Kingt232@gmail.com**

	Regular	Driving	Vacation	Sick	Holiday	Gross Pay
Pay Rate	0.00	0.00	0.00	0.00	0.00	
Pay Hours	80.38	0.00	0.00	0.00	0.00	
Total Pay	$0.00	0.00	$0.00	$0.00	$0.00	$0.00

Settlement	Origin		Destination		Loaded	Miles	Tractor	Ship DT	Delivery DT	Rate	Net Pay
0082755	SACRAMENTO	CA	APPLE VALLEY	CA	Loaded	440.0	1041	12/07/23	12/09/23	0.5500	$242.00
	PORTERVILLE	CA	Delivery								

Ded/Earn	Type	Description	Memo	Date	Unit	Rate	
	Earning	Extra Drop Pay		12/09/23	1.00	20.000	$20.00
0082850	APPLE VALLEY	CA	SANTA FE SPRINGS	CA	Empty	89.0	1041	12/09/23	12/11/23	0.5500	$48.95
0082850	SANTA FE SPRINGS	CA	SACRAMENTO	CA	Loaded	398.0	1041	12/11/23	12/12/23	0.5500	$218.90
0082774	SACRAMENTO	CA	Vernon	CA	Loaded	388.0	1041	12/12/23	12/13/23	0.5500	$213.40
0082873	Vernon	CA	CARSON	CA	Empty	15.0	1041	12/13/23	12/13/23	0.5500	$8.25
0082873	CARSON	CA	SACRAMENTO	CA	Loaded	401.0	1041	12/13/23	12/14/23	0.5500	$220.55
0082955	SACRAMENTO	CA	APPLE VALLEY	CA	Loaded	440.0	1041	12/14/23	12/16/23	0.5500	$242.00
	PORTERVILLE	CA	Delivery								

Ded/Earn	Type	Description	Memo	Date	Unit	Rate	
	Earning	Extra Drop Pay		12/16/23	1.00	20.000	$20.00
0083035	APPLE VALLEY	CA	SANTA FE SPRINGS	CA	Empty	89.0	1041	12/16/23	12/19/23	0.5500	$48.95
0083035	SANTA FE SPRINGS	CA	SACRAMENTO	CA	Loaded	398.0	1041	12/19/23	12/19/23	0.5500	$218.90
0083175	SACRAMENTO	CA	FOLSOM	CA	Empty	24.0	1041	12/19/23	12/20/23	0.5500	$13.20
0083175	FOLSOM	CA	BAKERSFIELD	CA	Loaded	292.0	1041	12/20/23	12/21/23	0.5500	$160.60
0083206	BAKERSFIELD	CA	TORRANCE	CA	Empty	128.0	1041	12/21/23	12/21/23	0.5500	$70.40
0083206	TORRANCE	CA	ONTARIO	CA	Loaded	53.0	1041	12/21/23	12/21/23	0.5500	$29.15
0083238	ONTARIO	CA	LOS ANGELES	CA	Empty	40.0	1041	12/21/23	12/21/23	0.5500	$22.00
0083238	LOS ANGELES	CA	CARSON	CA	Empty	14.0	1041	12/21/23	12/21/23	0.5500	$7.70
0083238	CARSON	CA	SACRAMENTO	CA	Loaded	401.0	1041	12/21/23	12/22/23	0.5500	$220.55
0083082	SACRAMENTO	CA	NORTH LAS VEGAS	NV	Loaded	564.0	1041	12/23/23	12/23/23	0.5500	$310.20

Driver Paid Settlement Summary

Capital Express Lines, Inc.

8180 Signal Ct, Sacramento, CA, 95824, Phone: 916.408.5630

Check # : D0005495

SSN: XXX-XX-1782 **Pay period: 12/09/2023 - 12/23/2023** **Check date:** 12/29/2023

For 000662 **Andrews, Tavares J.** **Email: Kingt232@gmail.com**

Settlement	Origin	Destination	Loaded	Miles	Tractor	Ship DT	Delivery DT	Rate	Net Pay

Ded/Earn	PerDiem	Description	Memo	Date	Unit	Rate	
		Per Diem		12/09/23	1.00	69.000	$69.00
		Per Diem		12/11/23	1.00	69.000	$69.00
		Per Diem		12/12/23	1.00	69.000	$69.00
		Per Diem		12/13/23	1.00	69.000	$69.00
		Per Diem		12/14/23	1.00	69.000	$69.00
		Per Diem		12/15/23	1.00	69.000	$69.00
		Per Diem		12/19/23	1.00	69.000	$69.00
		Per Diem		12/20/23	1.00	69.000	$69.00
		Per Diem		12/21/23	1.00	69.000	$69.00
		Per Diem		12/22/23	1.00	69.000	$69.00
		Per Diem		12/23/23	1.00	69.000	$69.00
							$759.00

PAY SUMMARY

	Units	Gross Pay	Rate	
Total Miles	4174.00		0.5500	$2,295.70
Total SO - Extra Drop Pay	2.00		20.000	$40.00

ORDER PAY:	$2,295.70
TOTAL GROSS EARNINGS:	$2,295.70
OTHER EARNINGS:	$40.00
PER DIEM DEDUCTION:	-$759.00
PER DIEM REIMBURSEMENT:	$759.00
NET PAY:	$2,335.70

DISPATCH SUMMARY

ORDERS:	10	LOADED MILES:	3775.0
MOVES:	17	EMPTY MILES:	399.0
		TOTAL MILES:	4174.0

NET PAY DOES NOT REFLECT TAXES OR CONTINUED DEDUCTIONS. YOU WILL BE NOTIFIED BY ADP ON YOUR PAY STUB BREAKDOWNS.

Tavares J. Andrews

14762 Sequoia St APT 10

HESPERIA CA 92345

CO.	FILE	DEPT.	CLOCK	VCHR. NO.	075
A2T	000662			0000520001	1

Earnings Statement

CAPITAL EXPRESS LINES, INC.
8180 SIGNAL CT
SACRAMENTO, CA 95824
916-622-4524

Period Beginning: 12/09/2023
Period Ending: 12/23/2023
Pay Date: 12/29/2023

TAVARES J ANDREWS
14762 SEQUOIA STREET
APT 10
HESPERIA CA 92345

Filing Status: Single/Married filing separately
Exemptions/Allowances:
Federal: Standard Withholding Table

Social Security Number: XXX-XX-1782

Earnings	rate	hours	this period	year to date
Regular	16.0000	80.38	1,286.08	1,688.48
Adj DP			290.62	149.82
Miles/PD			759.00*	966.00
Gross Pay			**$2,335.70**	2,804.30

Deductions	Statutory		
	Social Security Tax	-97.75	113.97
	Medicare Tax	-22.87	26.66
	CA State Income Tax	-18.27	18.27
	CA SDI Tax	-14.19	16.54
	Net Pay	**$2,182.62**	
	CHECKING	-2,182.62	
	Net Check	**$0.00**	

Other Benefits and Information	this period	total to date
Totl Hrs Worked	80.38	

Important Notes

COMPANY PH#:(916) 622-4524

Additional Tax Withholding Information

Taxable Marital Status:
CA: Single
Exemptions/Allowances:
CA: 3

*** Excluded from federal taxable wages**

Your federal taxable wages this period are $1,576.70

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CAPITAL EXPRESS LINES, INC.
8180 SIGNAL CT
SACRAMENTO, CA 95824
916-622-4524

Advice number: **00000520001**
Pay date: 12/29/2023

Deposited to the account of	account number	transit ABA	amount
TAVARES J ANDREWS	xxxxxxxx1705	xxxx xxxx	$2,182.62

THIS IS NOT A CHECK

NON-NEGOTIABLE

CEL-000983

Driver Log

Tavares Andrews
(8 day cycle)

Carrier:
Capital Express Lines

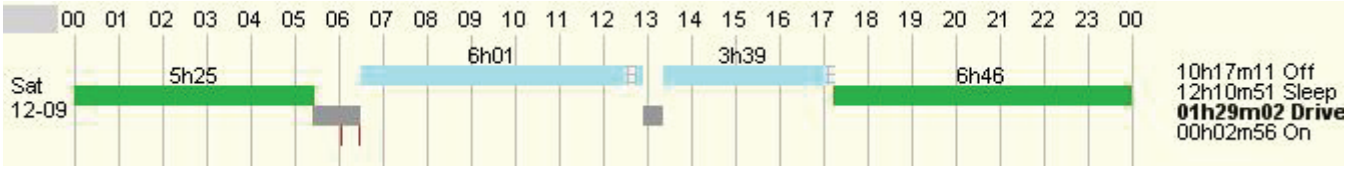
Main Office:
8180 Signal Ct
8180 Signal Ct
Sacramento, CA
95824

Depot Location:
8180 Signal Court
Sacramento, CA
95824

12/9/2023 Start of Day: Midnight Pacific

Document(s): 1234:
Trailer(s): 1234
Tractor(s): 1041
Co-Driver(s):
Edits: 0
Sensor Failures: 0

Off Duty: 10h17m11
Sleeper Berth: 12h10m51
Driving: 1h29m02
On Duty Not Driving: 0h02m56
Total Hours On Duty Today: 1h31m58
Total Hours On Duty for Week: 34h21m20
Distance Driven (mi): 32



Start Time	Duration	Activity	Location	Flags*	Remarks	TractorId
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05:24:26	0h32m37	Driving	4 mi NW of Hesperia, CA	C		1041
05:57:03	0h05m42	Driving	7 mi N of Apple Valley, CA	C		1041
06:02:45	0h00m56	On-Duty	7 mi N of Apple Valley, CA	C		1041
06:03:41	0h17m47	Driving	7 mi N of Apple Valley, CA	C		1041
06:21:28	0h05m36	Driving	7 mi N of Apple Valley, CA	C		1041
06:27:04	0h02m00	On-Duty	7 mi N of Apple Valley, CA	C		1041
06:29:04	6h01m24	Off-Duty	7 mi N of Apple Valley, CA	C	Rest break	1041
12:30:28	0h00m01	Off-Duty	7 mi N of Apple Valley, CA	C	PC safe parking	1041
12:30:29	0h16m43	Personal Conv.	7 mi N of Apple Valley, CA	C	PC safe parking	1041
12:47:12	0h08m09	Off-Duty	7 mi N of Apple Valley, CA	C		1041

Driver Log

Tavares Andrews (8 day cycle)	Carrier: Capital Express Lines	Main Office: 8180 Signal Ct 8180 Signal Ct Sacramento, CA 95824	Depot Location: 8180 Signal Court Sacramento, CA 95824

12/9/2023 Start of Day: Midnight Pacific

Start Time	Duration	Activity	Location	Flags*	Remarks	TractorId
12:55:21	0h27m20	Driving	7 mi N of Apple Valley, CA	C		1041
13:22:41	3h39m22	Off-Duty	4 mi NW of Hesperia, CA	C		1041
17:02:03	0h00m01	Off-Duty	4 mi NW of Hesperia, CA	C	PC safe parking	1041
17:02:04	0h11m04	Personal Conv.	4 mi NW of Hesperia, CA	C	PC safe parking	1041
17:13:08	0h00m27	Off-Duty	4 mi NW of Hesperia, CA	C		1041
17:13:35	6h46m25	Sleeper	4 mi NW of Hesperia, CA	C	Rest Break	1041

Driver's Signature

Driver Log

Tavares Andrews
(8 day cycle)

Carrier:
Capital Express Lines

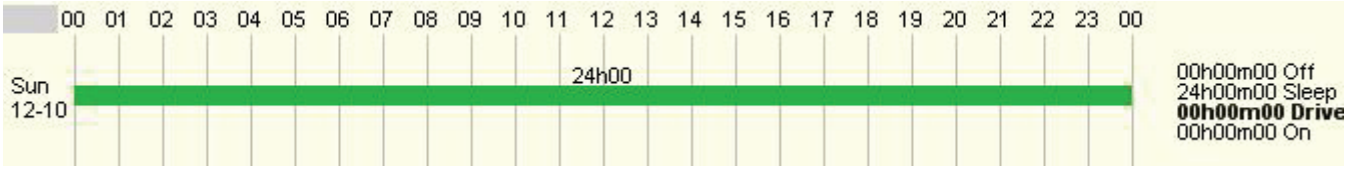
Main Office:
8180 Signal Ct
8180 Signal Ct
Sacramento, CA
95824

Depot Location:
8180 Signal Court
Sacramento, CA
95824

12/10/2023 Start of Day: Midnight Pacific

Document(s): 0082850: 7201101
Trailer(s): 53169
Tractor(s): 1041
Co-Driver(s):
Edits: 0
Sensor Failures: 0

Off Duty:
Sleeper Berth: 24h00m00
Driving:
On Duty Not Driving:
Total Hours On Duty Today:
Total Hours On Duty for Week:
Distance Driven (mi): 0



Start Time	Duration	Activity	Location	Flags*	Remarks	TractorId
00:00:00	24h00m00	Sleeper	4 mi NW of Hesperia, CA	C	Rest Break	1041

Driver's Signature

Driver Log

Tavares Andrews
(8 day cycle)

Carrier:
Capital Express Lines

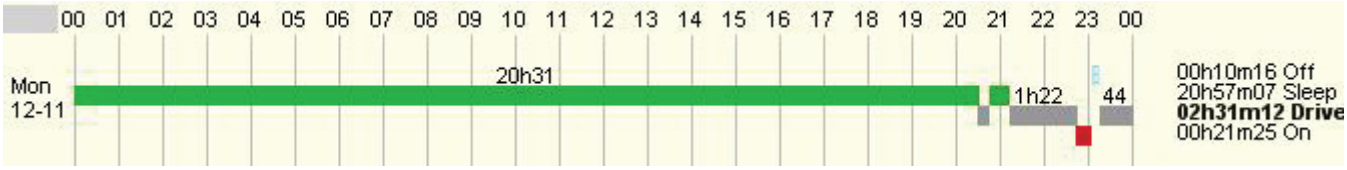
Main Office:
8180 Signal Ct
8180 Signal Ct
Sacramento, CA
95824

Depot Location:
8180 Signal Court
Sacramento, CA
95824

12/11/2023 Start of Day: Midnight Pacific

Document(s): 0082774: 30441878, 0082850: 7201101
Trailer(s): 20221,20215, 53169
Tractor(s): 1041
Co-Driver(s):
Edits: 1
Sensor Failures: 0

Off Duty: 0h10m16
Sleeper Berth: 20h57m07
Driving: 2h31m12
On Duty Not Driving: 0h21m25
Total Hours On Duty Today: 2h52m37
Total Hours On Duty for Week: 2h52m37
Distance Driven (mi): 114



Start Time	Duration	Activity	Location	Flags*	Remarks	TractorId
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20:30:39	0h16m02	Driving	4 mi NW of Hesperia, CA	C		1041
20:46:41	0h26m28	Sleeper	6 mi WSW of Hesperia, CA	C/E	Rest Break Edit Reason: driver error	1041
[20:46:41]	[0h26m28]	[Off-Duty]	[6 mi WSW of Hesperia, CA]		putting air in tires	1041
21:13:09	1h21m53	Driving	6 mi WSW of Hesperia, CA	C		1041
22:35:02	0h03m35	Driving	2 mi NE of Norwalk, CA	C		1041
22:38:37	0h05m41	Driving	2 mi NE of Norwalk, CA	C		1041
22:44:18	0h21m25	On-Duty	2 mi NE of Norwalk, CA	C		1041
23:05:43	0h00m01	Off-Duty	2 mi NE of Norwalk, CA	C	PC safe parking	1041
23:05:44	0h00m06	Personal Conv.	2 mi NE of Norwalk, CA	C	PC safe parking	1041
23:05:50	0h01m09	Off-Duty	2 mi NE of Norwalk, CA	C		1041
23:06:59	0h00m01	Off-Duty	2 mi NE of Norwalk, CA	C	PC safe parking	1041
23:07:00	0h06m50	Personal Conv.	2 mi NE of Norwalk, CA	C	PC safe parking	1041
23:13:50	0h02m09	Off-Duty	2 mi NE of Norwalk, CA	C		1041
23:15:59	0h44m01	Driving	2 mi NE of Norwalk, CA	C		1041

Driver's Signature

Driver Log

Tavares Andrews
(8 day cycle)

Carrier:
Capital Express Lines

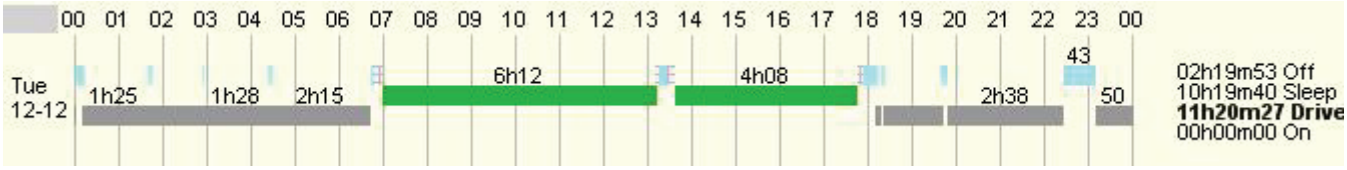
Main Office:
8180 Signal Ct
8180 Signal Ct
Sacramento, CA
95824

Depot Location:
8180 Signal Court
Sacramento, CA
95824

12/12/2023 Start of Day: Midnight Pacific

Document(s): 0082774: 30441878, 0082850: 7201101, 0082873: 457782299
Trailer(s): 20221,20215, 53169, 5387
Tractor(s): 1041
Co-Driver(s): SHOP DRIVE
Edits: 2
Sensor Failures: 0

Off Duty: 2h19m53
Sleeper Berth: 10h19m40
Driving: 11h20m27
On Duty Not Driving:
Total Hours On Duty Today: 11h20m27
Total Hours On Duty for Week: 14h13m04
Distance Driven (mi): 644



Start Time	Duration	Activity	Location	Flags*	Remarks	TractorId
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00:01:53	0h10m05	Off-Duty	2 mi WNW of San Fernando, CA	C		1041
00:11:58	1h24m54	Driving	2 mi WNW of San Fernando, CA	C		1041
01:36:52	0h04m22	Driving	16 mi SSW of Arvin, CA	C		1041
01:41:14	0h02m54	Off-Duty	16 mi SSW of Arvin, CA	C/E	wee wee Break forgot to go off duty Edit Reason: forgot to go off duty	1041
[01:41:14]	[0h02m54]	[On-Duty]	[16 mi SSW of Arvin, CA]	[C]		1041
01:44:08	1h10m39	Driving	16 mi SSW of Arvin, CA	C		1041
02:54:47	0h01m30	Off-Duty	24 mi SSW of Corcoran, CA	C	wee wee Break	1041
02:56:17	1h28m24	Driving	24 mi SSW of Corcoran, CA	C		1041
04:24:41	0h03m28	Off-Duty	10 mi S of Los Banos, CA	C	wee wee Break	1041
04:28:09	2h15m02	Driving	10 mi S of Los Banos, CA	C		1041
06:43:11	0h03m22	Off-Duty	7 mi NNW of Elk Grove, CA	C		1041
06:46:33	0h00m01	Off-Duty	7 mi NNW of Elk Grove, CA	C	PC safe parking	1041
06:46:34	0h12m19	Personal Conv.	7 mi NNW of Elk Grove, CA	C	PC safe parking	1041

Driver Log

	Carrier:	Main Office:	Depot Location:
Tavares Andrews	Capital Express Lines	8180 Signal Ct 8180 Signal Ct Sacramento, CA 95824	8180 Signal Court Sacramento, CA 95824
(8 day cycle)			

12/12/2023 Start of Day: Midnight Pacific

Start Time	Duration	Activity	Location	Flags*	Remarks	TractorId
06:58:53	0h00m05	Off-Duty	7 mi NNW of Elk Grove, CA	C		1041
06:58:58	6h11m47	Sleeper	7 mi NNW of Elk Grove, CA	C		1041
13:10:45	0h00m01	Off-Duty	7 mi NNW of Elk Grove, CA	C	Shopping going to bbq place down the street	1041
13:10:46	0h05m52	Personal Conv.	7 mi NNW of Elk Grove, CA	C	Shopping going to bbq place down the street	1041
13:16:38	0h11m52	Off-Duty	7 mi NNW of Elk Grove, CA	C		1041
13:28:30	0h00m01	Off-Duty	7 mi NNW of Elk Grove, CA	C	PC safe parking going back to yard	1041
13:28:31	0h09m03	Personal Conv.	7 mi NNW of Elk Grove, CA	C	PC safe parking going back to yard	1041
13:37:34	0h00m07	Off-Duty	7 mi NNW of Elk Grove, CA	C		1041
13:37:41	4h07m53	Sleeper	7 mi NNW of Elk Grove, CA	C		1041
17:45:34	0h00m01	Off-Duty	7 mi NNW of Elk Grove, CA	C	PC safe parking getting DEF and parkng	1041
17:45:35	0h08m13	Personal Conv.	7 mi NNW of Elk Grove, CA	C	PC safe parking getting DEF and parkng	1041
17:53:48	0h18m13	Off-Duty	7 mi NNW of Elk Grove, CA	C		1041
18:12:01	0h05m53	Driving	7 mi NNW of Elk Grove, CA	C/E		1041
[18:12:01]	[0h05m53]	[Driving]	[7 mi NNW of Elk Grove, CA]	[C]		1041
18:17:54	0h02m47	Off-Duty	7 mi NNW of Elk Grove, CA	C/E	wee wee Break	1041
[18:17:54]	[0h02m47]	[On-Duty]	[7 mi NNW of Elk Grove, CA]			1041

Driver Log

Tavares Andrews (8 day cycle)	Carrier: Capital Express Lines	Main Office: 8180 Signal Ct 8180 Signal Ct Sacramento, CA 95824	Depot Location: 8180 Signal Court Sacramento, CA 95824

12/12/2023 Start of Day: Midnight Pacific

Start Time	Duration	Activity	Location	Flags*	Remarks	TractorId
18:20:41	0h03m08	Driving	7 mi NNW of Elk Grove, CA	C/E		1041
[18:20:41]	[0h03m08]	[Driving]	[7 mi NNW of Elk Grove, CA]	[C]		1041
18:23:49	0h04m59	Driving	7 mi NNW of Elk Grove, CA	C/E		1041
[18:23:49]	[0h04m59]	[Driving]	[7 mi NNW of Elk Grove, CA]	[C]		1041
18:28:48	1h12m27	Driving	7 mi NNW of Elk Grove, CA	C		1041
19:41:15	0h06m59	Off-Duty	12 mi SSE of Tracy, CA	C		1041
19:48:14	2h38m22	Driving	12 mi SSE of Tracy, CA	C		1041
22:26:36	0h43m00	Off-Duty	18 mi W of Wasco, CA	C	30 min break Rest break	1041
23:09:36	0h50m24	Driving	18 mi W of Wasco, CA	C		1041

Driver's Signature

Driver Log

Tavares Andrews
(8 day cycle)

Carrier:
Capital Express Lines

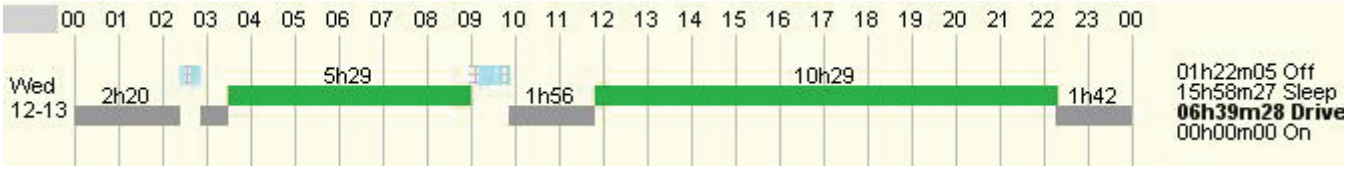
Main Office:
8180 Signal Ct
8180 Signal Ct
Sacramento, CA
95824

Depot Location:
8180 Signal Court
Sacramento, CA
95824

12/13/2023 Start of Day: Midnight Pacific

Document(s): 0082774: 30441878, 0082873: 457782299, 0082955:
Trailer(s): 19101, 20221,20215, 5387
Tractor(s): 1041
Co-Driver(s):
Edits: 0
Sensor Failures: 0

Off Duty: 1h22m05
Sleeper Berth: 15h58m27
Driving: 6h39m28
On Duty Not Driving:
Total Hours On Duty Today: 6h39m28
Total Hours On Duty for Week: 20h52m32
Distance Driven (mi): 328



Start Time	Duration	Activity	Location	Flags*	Remarks	TractorId
00:00:00	2h19m44	Driving	18 mi W of Wasco, CA	C		1041
02:19:44	0h03m12	Driving	2 mi NNW of Huntington Park, CA	C		1041
02:22:56	0h00m39	Driving	2 mi NNW of Huntington Park, CA	C		1041
02:23:35	0h02m51	Off-Duty	2 mi NNW of Huntington Park, CA	C		1041
02:26:26	0h00m01	Off-Duty	2 mi NNW of Huntington Park, CA	C	PC safe parking	1041
02:26:27	0h01m29	Personal Conv.	2 mi NNW of Huntington Park, CA	C	PC safe parking	1041
02:27:56	0h02m34	Off-Duty	2 mi NNW of Huntington Park, CA	C		1041
02:30:30	0h00m01	Off-Duty	2 mi NNW of Huntington Park, CA	C	PC safe parking	1041
02:30:31	0h07m49	Personal Conv.	2 mi NNW of Huntington Park, CA	C	PC safe parking	1041
02:38:20	0h13m12	Off-Duty	2 mi NNW of Huntington Park, CA	C		1041
02:51:32	0h37m39	Driving	2 mi NNW of Huntington Park, CA	C		1041

Driver Log

Tavares Andrews (8 day cycle)	Carrier: Capital Express Lines	Main Office: 8180 Signal Ct 8180 Signal Ct Sacramento, CA 95824	Depot Location: 8180 Signal Court Sacramento, CA 95824

12/13/2023 Start of Day: Midnight Pacific

Start Time	Duration	Activity	Location	Flags*	Remarks	TractorId
03:29:11	0h00m06	Off-Duty	3 mi E of Carson, CA	C		1041
03:29:17	5h28m59	Sleeper	3 mi E of Carson, CA	C		1041
08:58:16	0h00m01	Off-Duty	3 mi E of Carson, CA	C	PC safe parking	1041
08:58:17	0h12m45	Personal Conv.	3 mi E of Carson, CA	C	PC safe parking	1041
09:11:02	0h21m30	Off-Duty	3 mi E of Carson, CA	C		1041
09:32:32	0h00m01	Off-Duty	3 mi E of Carson, CA	C	PC safe parking	1041
09:32:33	0h02m46	Personal Conv.	3 mi E of Carson, CA	C	PC safe parking	1041
09:35:19	0h08m52	Off-Duty	3 mi E of Carson, CA	C		1041
09:44:11	0h00m01	Off-Duty	3 mi E of Carson, CA	C	PC safe parking	1041
09:44:12	0h06m47	Personal Conv.	3 mi E of Carson, CA	C	PC safe parking	1041
09:50:59	0h01m19	Off-Duty	3 mi E of Carson, CA	C		1041
09:52:18	1h55m46	Driving	3 mi E of Carson, CA	C		1041
11:48:04	10h29m28	Sleeper	4 mi NW of Hesperia, CA	C	Rest Break	1041
22:17:32	1h42m28	Driving	4 mi NW of Hesperia, CA	C		1041

Driver's Signature

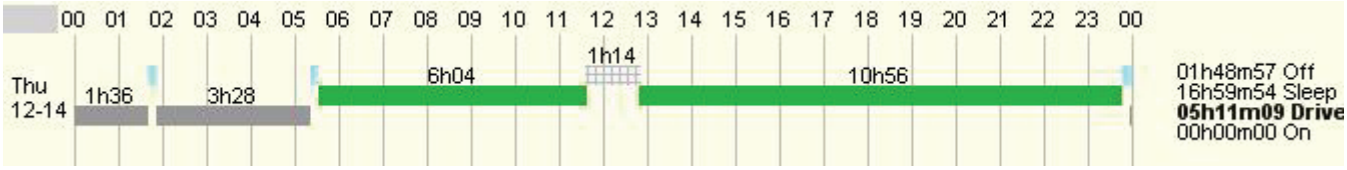
Driver Log

Tavares Andrews (8 day cycle)	Carrier: Capital Express Lines	Main Office: 8180 Signal Ct 8180 Signal Ct Sacramento, CA 95824	Depot Location: 8180 Signal Court Sacramento, CA 95824

12/14/2023 Start of Day: Midnight Pacific

Document(s): 0082955: , 0082955: 89702
Trailer(s): 19101
Tractor(s): 1041
Co-Driver(s):
Edits: 1
Sensor Failures: 0

Off Duty: 1h48m57
Sleeper Berth: 16h59m54
Driving: 5h11m09
On Duty Not Driving:
Total Hours On Duty Today: 5h11m09
Total Hours On Duty for Week: 26h03m41
Distance Driven (mi): 309



Start Time	Duration	Activity	Location	Flags*	Remarks	TractorId
00:00:00	1h35m27	Driving	4 mi NW of Hesperia, CA	C		1041
01:35:27	0h05m26	Driving	2 mi SSE of Tulare, CA	C		1041
01:40:53	0h03m29	Off-Duty	2 mi SSE of Tulare, CA	C/E	wee wee Break Edit Reason: forgot to go off duty	1041
[01:40:53]	[0h03m29]	[On-Duty]	[2 mi SSE of Tulare, CA]			1041
01:44:22	0h08m17	Off-Duty	2 mi SSE of Tulare, CA	C		1041
01:52:39	3h28m01	Driving	2 mi SSE of Tulare, CA	C		1041
05:20:40	0h09m01	Off-Duty	7 mi NNW of Elk Grove, CA	C		1041
05:29:41	0h00m01	Off-Duty	7 mi NNW of Elk Grove, CA	C	PC safe parking	1041
05:29:42	0h01m33	Personal Conv.	7 mi NNW of Elk Grove, CA	C	PC safe parking	1041
05:31:15	0h00m07	Off-Duty	7 mi NNW of Elk Grove, CA	C		1041
05:31:22	6h03m55	Sleeper	7 mi NNW of Elk Grove, CA	C		1041
11:35:17	0h00m01	Off-Duty	7 mi NNW of Elk Grove, CA	C	Meal break going to nearby bbq place	1041

Driver Log

Tavares Andrews (8 day cycle)	Carrier: Capital Express Lines	Main Office: 8180 Signal Ct 8180 Signal Ct Sacramento, CA 95824	Depot Location: 8180 Signal Court Sacramento, CA 95824

12/14/2023 Start of Day: Midnight Pacific

Start Time	Duration	Activity	Location	Flags*	Remarks	TractorId
11:35:18	1h13m41	Personal Conv.	7 mi NNW of Elk Grove, CA	C	Meal break going to nearby bbq place	1041
12:48:59	0h00m15	Off-Duty	7 mi NNW of Elk Grove, CA	C		1041
12:49:14	10h55m59	Sleeper	7 mi NNW of Elk Grove, CA	C		1041
23:45:13	0h00m01	Off-Duty	7 mi NNW of Elk Grove, CA	C	PC safe parking	1041
23:45:14	0h00m36	Personal Conv.	7 mi NNW of Elk Grove, CA	C	PC safe parking	1041
23:45:50	0h11m55	Off-Duty	7 mi NNW of Elk Grove, CA	C		1041
23:57:45	0h02m15	Driving	7 mi NNW of Elk Grove, CA	C		1041

Driver's Signature

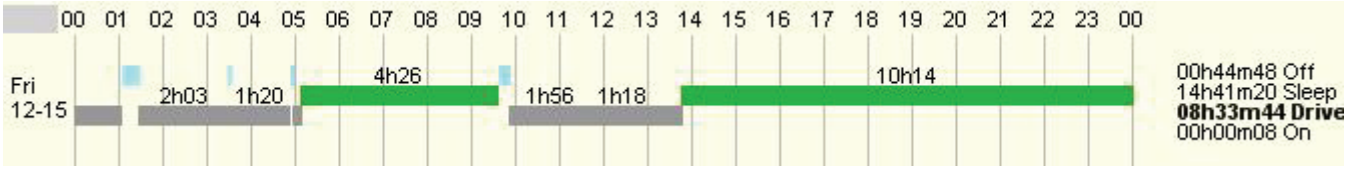
Driver Log

Tavares Andrews (8 day cycle)	Carrier: Capital Express Lines	Main Office: 8180 Signal Ct 8180 Signal Ct Sacramento, CA 95824	Depot Location: 8180 Signal Court Sacramento, CA 95824

12/15/2023 Start of Day: Midnight Pacific

Document(s): 0082955: 89702, 0083035:
Trailer(s): 19101
Tractor(s): 1041
Co-Driver(s):
Edits: 2
Sensor Failures: 0

Off Duty: 0h44m48
Sleeper Berth: 14h41m20
Driving: 8h33m44
On Duty Not Driving: 0h00m08
Total Hours On Duty Today: 8h33m52
Total Hours On Duty for Week: 34h37m33
Distance Driven (mi): 428



Start Time	Duration	Activity	Location	Flags*	Remarks	TractorId
00:00:00	1h04m24	Driving	7 mi NNW of Elk Grove, CA	C		1041
01:04:24	0h22m02	Off-Duty	1 mi NW of Ripon, CA	C	wee wee Break	1041
01:26:26	2h02m43	Driving	1 mi NW of Ripon, CA	C		1041
03:29:09	0h04m14	Off-Duty	5 mi NW of Fowler, CA	C	wee wee Break	1041
03:33:23	1h20m00	Driving	5 mi NW of Fowler, CA	C		1041
04:53:23	0h04m28	Off-Duty	1 mi SSW of Porterville, CA	C		1041
04:57:51	0h11m41	Driving	1 mi SSW of Porterville, CA	C		1041
05:09:32	4h25m36	Sleeper	1 mi SSW of Porterville, CA	C		1041
09:35:08	0h00m01	Sleeper	1 mi SSW of Porterville,CA	C/E	Edit Reason: Correct status	1041
[09:35:08]	[0h00m01]	[Off-Duty]	[1 mi SSW of Porterville, CA]	[C]	PC safe parking	1041
09:35:09	0h01m56	Sleeper	1 mi SSW of Porterville,CA	C/E	Edit Reason: Correct status	1041
[09:35:09]	[0h01m56]	[Personal Conv.]	[1 mi SSW of Porterville, CA]	[C]	PC safe parking	1041
09:37:05	0h13m59	Off-Duty	1 mi S of Porterville, CA	C		1041
09:51:04	1h56m20	Driving	1 mi S of Porterville, CA	C		1041

Driver Log

Tavares Andrews (8 day cycle)	Carrier: Capital Express Lines	Main Office: 8180 Signal Ct 8180 Signal Ct Sacramento, CA 95824	Depot Location: 8180 Signal Court Sacramento, CA 95824

12/15/2023 Start of Day: Midnight Pacific

Start Time	Duration	Activity	Location	Flags*	Remarks	TractorId
11:47:24	0h02m36	Driving	2 mi NW of Tehachapi, CA	C		1041
11:50:00	1h18m02	Driving	2 mi NW of Tehachapi, CA	C		1041
13:08:02	0h02m17	Driving	9 mi NNW of Adelanto, CA	C		1041
13:10:19	0h32m44	Driving	9 mi NNW of Adelanto, CA	C		1041
13:43:03	0h02m57	Driving	4 mi NW of Hesperia, CA	C		1041
13:46:00	0h00m08	On-Duty	4 mi NW of Hesperia, CA	C		1041
13:46:08	0h00m05	Off-Duty	4 mi NW of Hesperia, CA	C		1041
13:46:13	10h13m47	Sleeper	4 mi NW of Hesperia, CA	C		1041

Driver's Signature

Driver Log

Tavares Andrews
(8 day cycle)

Carrier:
Capital Express Lines

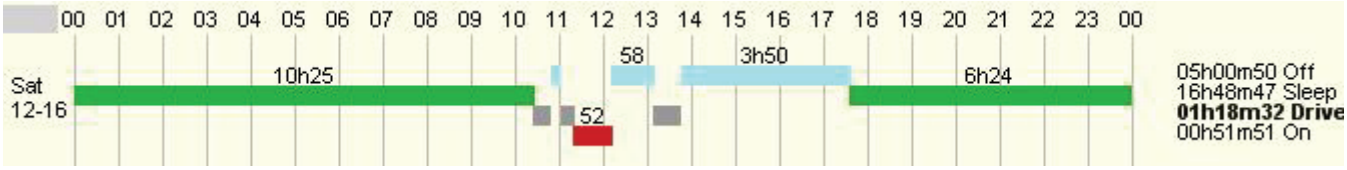
Main Office:
8180 Signal Ct
8180 Signal Ct
Sacramento, CA
95824

Depot Location:
8180 Signal Court
Sacramento, CA
95824

12/16/2023 Start of Day: Midnight Pacific

Document(s): 0083035:
Trailer(s): 19101
Tractor(s): 1041
Co-Driver(s):
Edits: 0
Sensor Failures: 0

Off Duty: 5h00m50
Sleeper Berth: 16h48m47
Driving: 1h18m32
On Duty Not Driving: 0h51m51
Total Hours On Duty Today: 2h10m23
Total Hours On Duty for Week: 36h47m56
Distance Driven (mi): 33



Start Time	Duration	Activity	Location	Flags*	Remarks	TractorId
00:00:00	10h24m59	Sleeper	4 mi NW of Hesperia, CA	C		1041
10:24:59	0h23m45	Driving	4 mi NW of Hesperia, CA	C		1041
10:48:44	0h13m01	Off-Duty	7 mi N of Apple Valley, CA	C		1041
11:01:45	0h11m12	Driving	7 mi N of Apple Valley, CA	C		1041
11:12:57	0h05m38	Driving	7 mi N of Apple Valley, CA	C		1041
11:18:35	0h51m51	On-Duty	7 mi N of Apple Valley, CA	C		1041
12:10:26	0h57m48	Off-Duty	7 mi N of Apple Valley, CA	C		1041
13:08:14	0h37m57	Driving	7 mi N of Apple Valley, CA	C		1041
13:46:11	3h50m01	Off-Duty	4 mi NW of Hesperia, CA	C		1041
17:36:12	6h23m48	Sleeper	4 mi NW of Hesperia, CA	C		1041

Driver's Signature

Driver Log

Tavares Andrews
(8 day cycle)

Carrier:
Capital Express Lines

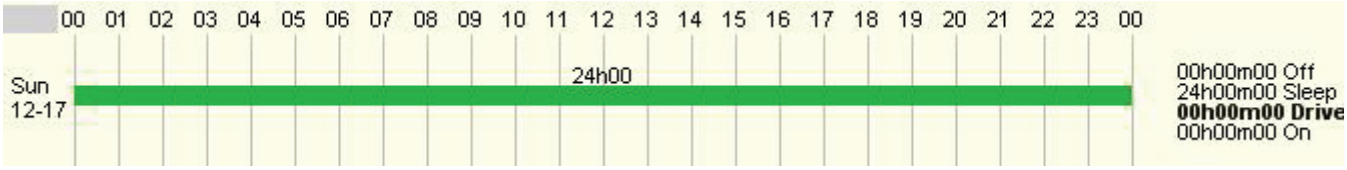
Main Office:
8180 Signal Ct
8180 Signal Ct
Sacramento, CA
95824

Depot Location:
8180 Signal Court
Sacramento, CA
95824

12/17/2023 Start of Day: Midnight Pacific

Document(s):
Trailer(s):
Tractor(s): 1041
Co-Driver(s):
Edits: 0
Sensor Failures: 0

Off Duty:
Sleeper Berth: 24h00m00
Driving:
On Duty Not Driving:
Total Hours On Duty Today:
Total Hours On Duty for Week:
Distance Driven (mi): 0



Start Time	Duration	Activity	Location	Flags*	Remarks	TractorId
00:00:00	24h00m00	Sleeper	4 mi NW of Hesperia, CA	C		1041

Driver's Signature

Driver Log

Tavares Andrews
(8 day cycle)

Carrier:
Capital Express Lines

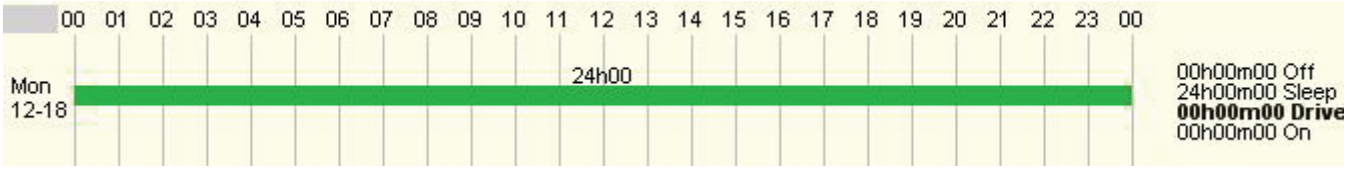
Main Office:
8180 Signal Ct
8180 Signal Ct
Sacramento, CA
95824

Depot Location:
8180 Signal Court
Sacramento, CA
95824

12/18/2023 Start of Day: Midnight Pacific

Document(s): 0083175:
Trailer(s): NONZ08342
Tractor(s): 1041
Co-Driver(s):
Edits: 0
Sensor Failures: 0

Off Duty:
Sleeper Berth: 24h00m00
Driving:
On Duty Not Driving:
Total Hours On Duty Today:
Total Hours On Duty for Week:
Distance Driven (mi): 0



Start Time	Duration	Activity	Location	Flags*	Remarks	TractorId
00:00:00	24h00m00	Sleeper	4 mi NW of Hesperia, CA	C		1041

Driver's Signature

Driver Log

Tavares Andrews
(8 day cycle)

Carrier:
Capital Express Lines

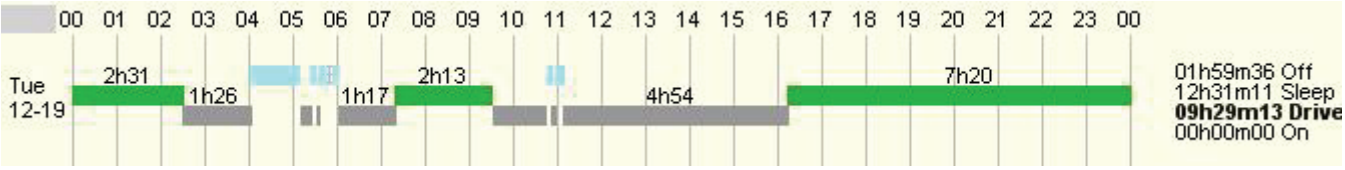
Main Office:
8180 Signal Ct
8180 Signal Ct
Sacramento, CA
95824

Depot Location:
8180 Signal Court
Sacramento, CA
95824

12/19/2023 Start of Day: Midnight Pacific

Document(s): 0083175: , 0083175: s2051221
Trailer(s): NONZ08342, W08342
Tractor(s): 1041
Co-Driver(s):
Edits: 4
Sensor Failures: 0

Off Duty: 1h59m36
Sleeper Berth: 12h31m11
Driving: 9h29m13
On Duty Not Driving:
Total Hours On Duty Today: 9h29m13
Total Hours On Duty for Week: 9h29m13
Distance Driven (mi): 477



Start Time	Duration	Activity	Location	Flags*	Remarks	TractorId
00:00:00	2h30m51	Sleeper	4 mi NW of Hesperia, CA	C		1041
02:30:51	1h26m01	Driving	4 mi NW of Hesperia, CA	C		1041
03:56:52	0h05m40	Driving	2 mi NE of Norwalk, CA	C		1041
04:02:32	1h07m31	Off-Duty	2 mi NE of Norwalk, CA	C/E	Rest break Edit Reason: forgot to go off duty	1041
[04:02:32]	[1h07m31]	[On-Duty]	[2 mi NE of Norwalk, CA]			1041
05:10:03	0h09m37	Driving	2 mi NE of Norwalk, CA	C		1041
05:19:40	0h05m43	Driving	2 mi NE of Norwalk, CA	C		1041
05:25:23	0h07m23	Off-Duty	2 mi NE of Norwalk, CA	C/E	Rest break Edit Reason: forgot to go off duty	1041
[05:25:23]	[0h07m23]	[On-Duty]	[2 mi NE of Norwalk, CA]	[C]		1041
05:32:46	0h03m08	Driving	2 mi NE of Norwalk, CA	C		1041
05:35:54	0h09m25	Off-Duty	2 mi NE of Norwalk, CA	C		1041
05:45:19	0h00m01	Off-Duty	2 mi NE of Norwalk, CA	C	PC safe parking	1041
05:45:20	0h08m02	Personal Conv.	2 mi NE of Norwalk, CA	C	PC safe parking	1041
05:53:22	0h08m08	Off-Duty	2 mi NE of Norwalk, CA	C		1041
06:01:30	1h16m59	Driving	2 mi NE of Norwalk, CA	C		1041

Driver Log

Tavares Andrews (8 day cycle)	Carrier: Capital Express Lines	Main Office: 8180 Signal Ct 8180 Signal Ct Sacramento, CA 95824	Depot Location: 8180 Signal Court Sacramento, CA 95824

12/19/2023 Start of Day: Midnight Pacific

Start Time	Duration	Activity	Location	Flags*	Remarks	TractorId
07:18:29	0h00m19	Off-Duty	1 mi W of San Fernando, CA	C		1041
07:18:48	2h13m12	Sleeper	1 mi W of San Fernando, CA	C	Rest Break	1041
09:32:00	1h07m23	Driving	1 mi W of San Fernando, CA	C		1041
10:39:23	0h05m38	Driving	16 mi SSW of Arvin, CA	C		1041
10:45:01	0h07m34	Off-Duty	16 mi SSW of Arvin, CA	C/E	wee wee Break Edit Reason: forgot to go off duty	1041
[10:45:01]	[0h07m34]	[On-Duty]	[16 mi SSW of Arvin, CA]	[C]		1041
10:52:35	0h01m16	Driving	16 mi SSW of Arvin, CA	C		1041
10:53:51	0h03m03	Driving	16 mi SSW of Arvin, CA	C		1041
10:56:54	0h11m13	Off-Duty	16 mi SSW of Arvin, CA	C		1041
11:08:07	4h54m20	Driving	16 mi SSW of Arvin, CA	C		1041
16:02:27	0h02m46	Driving	7 mi NNW of Elk Grove, CA	C		1041
16:05:13	0h01m54	Driving	7 mi NNW of Elk Grove, CA	C		1041
16:07:07	0h05m45	Driving	7 mi NNW of Elk Grove, CA	C		1041
16:12:52	0h27m16	Sleeper	7 mi NNW of Elk Grove, CA	C/E	Rest Break Edit Reason: forgot to change duty status	1041
[16:12:52]	[0h27m16]	[On-Duty]	[7 mi NNW of Elk Grove, CA]	[C]		1041
16:40:08	7h19m52	Sleeper	7 mi NNW of Elk Grove, CA	C		1041

Driver's Signature

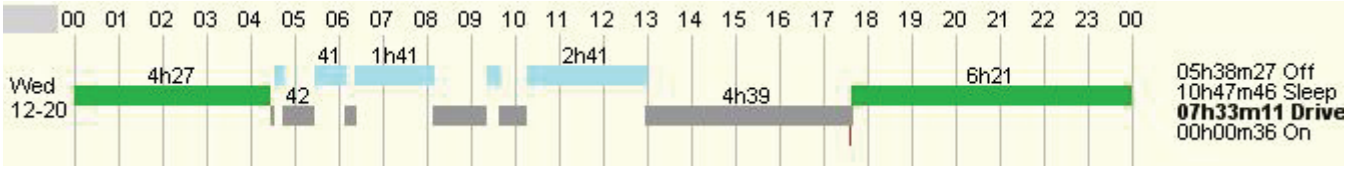
Driver Log

Tavares Andrews (8 day cycle)	Carrier: Capital Express Lines	Main Office: 8180 Signal Ct 8180 Signal Ct Sacramento, CA 95824	Depot Location: 8180 Signal Court Sacramento, CA 95824

12/20/2023 Start of Day: Midnight Pacific

Document(s): 0083150: 7233376, 0083175: s2051221
Trailer(s): 53162, W08342
Tractor(s): 1041
Co-Driver(s):
Edits: 1
Sensor Failures: 0

Off Duty: 5h38m27
Sleeper Berth: 10h47m46
Driving: 7h33m11
On Duty Not Driving: 0h00m36
Total Hours On Duty Today: 7h33m47
Total Hours On Duty for Week: 17h03m00
Distance Driven (mi): 313



Start Time	Duration	Activity	Location	Flags*	Remarks	TractorId
00:00:00	4h26m57	Sleeper	7 mi NNW of Elk Grove, CA	C		1041
04:26:57	0h00m25	Off-Duty	7 mi NNW of Elk Grove, CA	C	PC safe parking	1041
04:27:22	0h05m09	Driving	7 mi NNW of Elk Grove, CA	C		1041
04:32:31	0h12m19	Off-Duty	7 mi NNW of Elk Grove, CA	C		1041
04:44:50	0h41m51	Driving	7 mi NNW of Elk Grove, CA	C		1041
05:26:41	0h00m06	Driving	1 mi SSW of Folsom, CA	C		1041
05:26:47	0h41m29	Off-Duty	1 mi SSW of Folsom, CA	C		1041
06:08:16	0h00m59	Driving	1 mi SSW of Folsom, CA	C		1041
06:09:15	0h00m30	Driving	1 mi SSW of Folsom, CA	C		1041
06:09:45	0h07m31	Driving	1 mi SSW of Folsom, CA	C		1041
06:17:16	0h05m40	Driving	1 mi SSW of Folsom, CA	C		1041
06:22:56	0h04m10	Off-Duty	1 mi SSW of Folsom, CA	C/E	Edit Reason: forgot to go off duty	1041
[06:22:56]	[0h04m10]	[On-Duty]	[1 mi SSW of Folsom, CA]			1041
06:27:06	1h40m38	Off-Duty	1 mi SSW of Folsom, CA	C		1041

Driver Log

Tavares Andrews (8 day cycle)	Carrier: Capital Express Lines	Main Office: 8180 Signal Ct 8180 Signal Ct Sacramento, CA 95824	Depot Location: 8180 Signal Court Sacramento, CA 95824

12/20/2023 Start of Day: Midnight Pacific

Start Time	Duration	Activity	Location	Flags*	Remarks	TractorId
08:07:44	1h13m09	Driving	1 mi SSW of Folsom, CA	C		1041
09:20:53	0h18m24	Off-Duty	5 mi NNE of Stockton, CA	C		1041
09:39:17	0h36m35	Driving	5 mi NNE of Stockton, CA	C		1041
10:15:52	2h41m02	Off-Duty	1 mi NW of Ripon, CA	C	Meal break	1041
12:56:54	4h39m07	Driving	1 mi NW of Ripon, CA	C		1041
17:36:01	0h00m36	On-Duty	5 mi NW of Bakersfield, CA	C		1041
17:36:37	0h02m34	Driving	5 mi NW of Bakersfield, CA	C		1041
17:39:11	6h20m49	Sleeper	5 mi NW of Bakersfield, CA	C		1041

Driver's Signature

Driver Log

Tavares Andrews
(8 day cycle)

Carrier:
Capital Express Lines

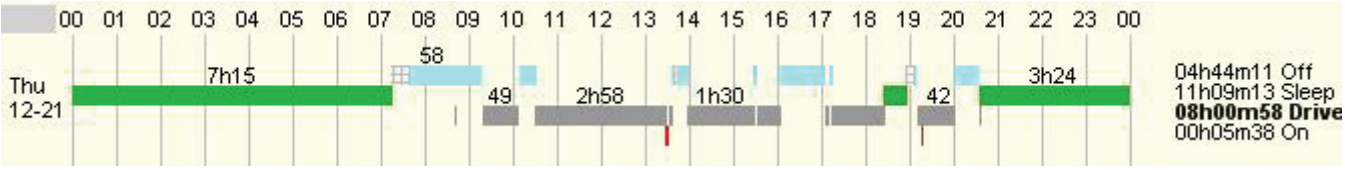
Main Office:
8180 Signal Ct
8180 Signal Ct
Sacramento, CA
95824

Depot Location:
8180 Signal Court
Sacramento, CA
95824

12/21/2023 Start of Day: Midnight Pacific

Document(s): 0083150: 7233376, 0083175: s2051221
Trailer(s): 53162, W08342
Tractor(s): 1041
Co-Driver(s):
Edits: 0
Sensor Failures: 0

Off Duty: 4h44m11
Sleeper Berth: 11h09m13
Driving: 8h00m58
On Duty Not Driving: 0h05m38
Total Hours On Duty Today: 8h06m36
Total Hours On Duty for Week: 25h09m36
Distance Driven (mi): 247



Start Time	Duration	Activity	Location	Flags*	Remarks	TractorId
00:00:00	7h14m47	Sleeper	5 mi NW of Bakersfield, CA	C		1041
07:14:47	0h00m01	Off-Duty	5 mi NW of Bakersfield, CA	C	PC safe parking	1041
07:14:48	0h26m50	Personal Conv.	5 mi NW of Bakersfield, CA	C	PC safe parking	1041
07:41:38	0h58m05	Off-Duty	5 mi NW of Bakersfield, CA	C		1041
08:39:43	0h00m34	Driving	5 mi NW of Bakersfield, CA	C		1041
08:40:17	0h38m23	Off-Duty	5 mi NW of Bakersfield, CA	C		1041
09:18:40	0h48m55	Driving	5 mi NW of Bakersfield, CA	C		1041
10:07:35	0h22m13	Off-Duty	16 mi SSW of Arvin, CA	C		1041
10:29:48	2h58m23	Driving	16 mi SSW of Arvin, CA	C		1041
13:28:11	0h03m12	On-Duty	1 mi NW of Carson, CA	C		1041
13:31:23	0h02m45	Driving	1 mi NW of Carson, CA	C		1041
13:34:08	0h05m16	Off-Duty	1 mi NW of Carson, CA	C		1041
13:39:24	0h00m01	Off-Duty	1 mi NW of Carson, CA	C	PC safe parking	1041
13:39:25	0h04m46	Personal Conv.	1 mi NW of Carson, CA	C	PC safe parking	1041
13:44:11	0h14m06	Off-Duty	1 mi NW of Carson, CA	C		1041
13:58:17	1h29m47	Driving	1 mi NW of Carson, CA	C		1041

Driver Log

Tavares Andrews
(8 day cycle)

Carrier:
Capital Express Lines

Main Office:
8180 Signal Ct
8180 Signal Ct
Sacramento, CA
95824

Depot Location:
8180 Signal Court
Sacramento, CA
95824

12/21/2023 Start of Day: Midnight Pacific

Start Time	Duration	Activity	Location	Flags*	Remarks	TractorId
15:28:04	0h03m19	Off-Duty	5 mi SW of Eastvale, CA	C		1041
15:31:23	0h31m00	Driving	5 mi SW of Eastvale, CA	C		1041
16:02:23	1h02m16	Off-Duty	4 mi NW of Eastvale, CA	C		1041
17:04:39	0h05m12	Driving	4 mi NW of Eastvale, CA	C		1041
17:09:51	0h03m04	Off-Duty	4 mi NW of Eastvale, CA	C		1041
17:12:55	1h12m02	Driving	4 mi NW of Eastvale, CA	C		1041
18:24:57	0h30m54	Sleeper	2 mi N of Huntington Park, CA	C		1041
18:55:51	0h00m01	Off-Duty	2 mi N of Huntington Park, CA	C	PC safe parking	1041
18:55:52	0h11m39	Personal Conv.	2 mi N of Huntington Park, CA	C	PC safe parking	1041
19:07:31	0h02m20	Off-Duty	2 mi N of Huntington Park, CA	C		1041
19:09:51	0h07m45	Driving	2 mi N of Huntington Park, CA	C		1041
19:17:36	0h02m26	On-Duty	2 mi N of Huntington Park, CA	C		1041
19:20:02	0h42m15	Driving	2 mi N of Huntington Park, CA	C		1041
20:02:17	0h31m51	Off-Duty	3 mi E of Carson, CA	C		1041
20:34:08	0h02m20	Driving	3 mi E of Carson, CA	C		1041
20:36:28	3h23m32	Sleeper	3 mi E of Carson, CA	C		1041

Driver's Signature

Driver Log

Tavares Andrews
(8 day cycle)

Carrier:
Capital Express Lines

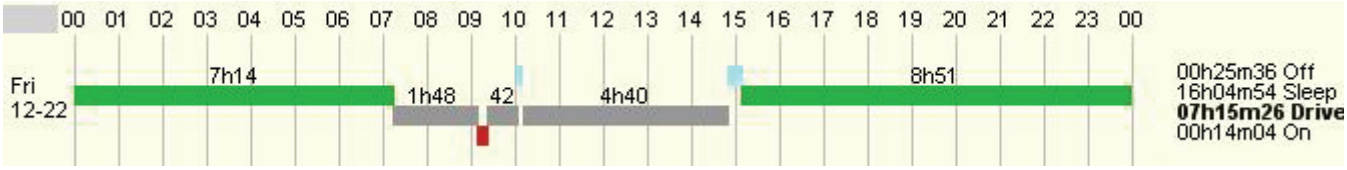
Main Office:
8180 Signal Ct
8180 Signal Ct
Sacramento, CA
95824

Depot Location:
8180 Signal Court
Sacramento, CA
95824

12/22/2023 Start of Day: Midnight Pacific

Document(s): 0083150: 7233376
Trailer(s): 53162
Tractor(s): 1041
Co-Driver(s):
Edits: 1
Sensor Failures: 0

Off Duty: 0h25m36
Sleeper Berth: 16h04m54
Driving: 7h15m26
On Duty Not Driving: 0h14m04
Total Hours On Duty Today: 7h29m30
Total Hours On Duty for Week: 32h39m06
Distance Driven (mi): 401



Start Time	Duration	Activity	Location	Flags*	Remarks	TractorId
00:00:00	7h14m04	Sleeper	3 mi E of Carson, CA	C		1041
07:14:04	1h47m58	Driving	3 mi E of Carson, CA	C		1041
09:02:02	0h05m48	Driving	27 mi S of Arvin, CA	C		1041
09:07:50	0h14m04	On-Duty	27 mi S of Arvin, CA	C		1041
09:21:54	0h41m36	Driving	27 mi S of Arvin, CA	C		1041
10:03:30	0h06m30	Off-Duty	14 mi WSW of Bakersfield, CA	C		1041
10:10:00	4h40m04	Driving	14 mi WSW of Bakersfield, CA	C		1041
14:50:04	0h03m45	Off-Duty	7 mi NNW of Elk Grove, CA	C		1041
14:53:49	0h00m01	Off-Duty	7 mi NNW of Elk Grove, CA	C	PC safe parking	1041
14:53:50	0h14m42	Off-Duty	7 mi NNW of Elk Grove,CA	C/E	Edit Reason: Correct status	1041
[14:53:50]	[0h14m42]	[Personal Conv.]	[7 mi NNW of Elk Grove, CA]	[C]	PC safe parking	1041
15:08:32	0h00m38	Off-Duty	7 mi NNW of Elk Grove, CA	C		1041
15:09:10	8h50m50	Sleeper	7 mi NNW of Elk Grove, CA	C		1041

Driver's Signature

Driver Log

Tavares Andrews
(8 day cycle)

Carrier:
Capital Express Lines

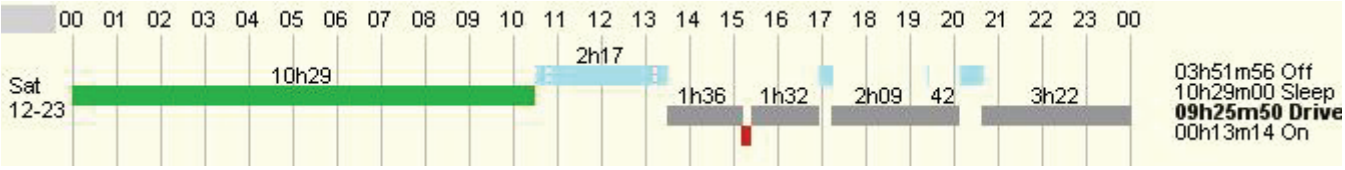
Main Office:
8180 Signal Ct
8180 Signal Ct
Sacramento, CA
95824

Depot Location:
8180 Signal Court
Sacramento, CA
95824

12/23/2023 Start of Day: Midnight Pacific

Document(s): 0083150: 7233376, 0083252: 459290140
Trailer(s): 53162, 53189
Tractor(s): 1041
Co-Driver(s):
Edits: 0
Sensor Failures: 0

Off Duty: 3h51m56
Sleeper Berth: 10h29m00
Driving: 9h25m50
On Duty Not Driving: 0h13m14
Total Hours On Duty Today: 9h39m04
Total Hours On Duty for Week: 42h18m10
Distance Driven (mi): 528



Start Time	Duration	Activity	Location	Flags*	Remarks	TractorId
00:00:00	10h29m00	Sleeper	7 mi NNW of Elk Grove, CA	C		1041
10:29:00	0h00m22	Off-Duty	7 mi NNW of Elk Grove, CA	C	PC meal break going to jack in the box	1041
10:29:22	0h00m01	Off-Duty	7 mi NNW of Elk Grove, CA	C	PC meal break	1041
10:29:23	0h03m31	Personal Conv.	7 mi NNW of Elk Grove, CA	C	PC meal break	1041
10:32:54	0h12m24	Off-Duty	7 mi NNW of Elk Grove, CA	C		1041
10:45:18	0h00m01	Off-Duty	7 mi NNW of Elk Grove, CA	C	PC safe parking going back to yard	1041
10:45:19	0h07m45	Personal Conv.	7 mi NNW of Elk Grove, CA	C	PC safe parking going back to yard	1041
10:53:04	2h16m37	Off-Duty	7 mi NNW of Elk Grove, CA	C		1041
13:09:41	0h00m01	Off-Duty	7 mi NNW of Elk Grove, CA	C	PC safe parking	1041
13:09:42	0h06m46	Personal Conv.	7 mi NNW of Elk Grove, CA	C	PC safe parking	1041

Driver Log

Tavares Andrews (8 day cycle)	Carrier: Capital Express Lines	Main Office: 8180 Signal Ct 8180 Signal Ct Sacramento, CA 95824	Depot Location: 8180 Signal Court Sacramento, CA 95824

12/23/2023 Start of Day: Midnight Pacific

Start Time	Duration	Activity	Location	Flags*	Remarks	TractorId
13:16:28	0h12m46	Off-Duty	7 mi NNW of Elk Grove, CA	C		1041
13:29:14	1h36m24	Driving	7 mi NNW of Elk Grove, CA	C		1041
15:05:38	0h05m36	Driving	12 mi E of Grass Valley, CA	C		1041
15:11:14	0h13m14	On-Duty	12 mi E of Grass Valley, CA	C		1041
15:24:28	1h31m44	Driving	12 mi E of Grass Valley, CA	C		1041
16:56:12	0h18m45	Off-Duty	3 mi ESE of Sparks, NV	C	wee wee Break	1041
17:14:57	2h08m33	Driving	3 mi ESE of Sparks, NV	C		1041
19:23:30	0h01m37	Off-Duty	43 mi SE of Yerington, NV	C	wee wee Break	1041
19:25:07	0h41m49	Driving	43 mi SE of Yerington, NV	C		1041
20:06:56	0h31m20	Off-Duty	78 mi SE of Yerington, NV	C	Rest break	1041
20:38:16	3h21m44	Driving	78 mi SE of Yerington, NV	C		1041

Driver's Signature

EXHIBIT 5

Capital Express Lines, Inc.

8180 Signal Ct, Sacramento, CA, 95824, Phone: 916.408.5630

Check # : D0003014

SSN: XXX-XX-3877 **Pay period: 10/24/2022 - 11/08/2022** **Check date: 11/15/2022**

For 000407 Braxton, Amber E. **Email: mshurk20@gmail.com**

	Regular	Driving	Vacation	Sick	Holiday	Gross Pay
Pay Rate	0.00	0.00	0.00	0.00	0.00	
Pay Hours	97.50	0.00	0.00	0.00	0.00	
Total Pay	$0.00	0.00	$0.00	$0.00	$0.00	$0.00

Settlement	Origin		Destination		Loaded	Miles	Tractor	Ship DT	Delivery DT	Rate	Net Pay
0072274	PERRIS	CA	SACRAMENTO	CA	Loaded	448.0	1063	10/23/22	10/24/22	0.3250	$145.60
0072132	SACRAMENTO	CA	SANTA FE SPRINGS	CA	Loaded	398.0	1063	10/24/22	10/24/22	0.3250	$129.35
0072249	SANTA FE SPRINGS	CA	IRWINDALE	CA	Empty	16.0	1063	10/24/22	10/24/22	0.3250	$5.20
0072249	IRWINDALE	CA	ROANOKE	TX	Loaded	1407.0	1063	10/24/22	10/25/22	0.3250	$457.28
0072375	ROANOKE	TX	HASLET	TX	Empty	11.0	1063	10/25/22	10/26/22	0.3250	$3.58
0072375	HASLET	TX	SACRAMENTO	CA	Loaded	1686.0	1063	10/26/22	10/28/22	0.3250	$547.95
0072263	SACRAMENTO	CA	SANTA FE SPRINGS	CA	Loaded	398.0	1063	10/28/22	10/28/22	0.3250	$129.35
0072311	SANTA FE SPRINGS	CA	TORRANCE	CA	Empty	20.0	1063	10/28/22	10/28/22	0.3250	$6.50
0072311	TORRANCE	CA	SACRAMENTO	CA	Loaded	396.0	1063	10/28/22	10/30/22	0.3250	$128.70
0072383	SACRAMENTO	CA	HUNTINGTON BEACH	CA	Loaded	417.0	1063	10/30/22	10/31/22	0.3250	$135.53
0072410	HUNTINGTON BEACH	CA	PERRIS	CA	Empty	61.0	1063	10/31/22	11/01/22	0.3250	$19.83
0072410	PERRIS	CA	SACRAMENTO	CA	Loaded	448.0	1063	11/01/22	11/01/22	0.3250	$145.60
0072272	SACRAMENTO	CA	SANTA FE SPRINGS	CA	Loaded	398.0	1063	11/01/22	11/02/22	0.3250	$129.35
0072411	SANTA FE SPRINGS	CA	PERRIS	CA	Empty	60.0	1063	11/02/22	11/02/22	0.3250	$19.50
0072411	PERRIS	CA	SACRAMENTO	CA	Loaded	448.0	1063	11/02/22	11/02/22	0.3250	$145.60
0072089	SACRAMENTO	CA	PERRIS	CA	Loaded	449.0	1063	11/03/22	11/03/22	0.3250	$145.93
0072503	PERRIS	CA	CARSON	CA	Empty	72.0	1063	11/03/22	11/03/22	0.3250	$23.40
0072503	CARSON	CA	IRWINDALE	CA	Loaded	29.0	1063	11/03/22	11/03/22	0.3250	$9.43
0072538	IRWINDALE	CA	CHINO	CA	Empty	26.0	1063	11/03/22	11/03/22	0.3250	$8.45
0072538	CHINO	CA	CARSON	CA	Empty	47.0	1063	11/03/22	11/03/22	0.3250	$15.28
0072538	CARSON	CA	IRWINDALE	CA	Loaded	29.0	1063	11/03/22	11/04/22	0.3250	$9.43
0072413	IRWINDALE	CA	PERRIS	CA	Empty	53.0	1063	11/04/22	11/05/22	0.3250	$17.23
0072413	PERRIS	CA	SACRAMENTO	CA	Loaded	448.0	1063	11/05/22	11/06/22	0.3250	$145.60
0072357	SACRAMENTO	CA	FRESNO	CA	Empty	162.0	1063	11/06/22	11/06/22	0.3250	$52.65
0072357	FRESNO	CA	Ontario	CA	Loaded	264.0	1063	11/06/22	11/06/22	0.3250	$85.80
0072576	Ontario	CA	CARSON	CA	Empty	51.0	1063	11/06/22	11/06/22	0.3250	$16.58
0072576	CARSON	CA	VICTORVILLE	CA	Loaded	89.0	1063	11/06/22	11/06/22	0.3250	$28.93
0072172	VICTORVILLE	CA	VICTORVILLE	CA	Empty	11.0	1063	11/06/22	11/08/22	0.3250	$3.58
0072172	VICTORVILLE	CA	CARSON	CA	Empty	100.0	1063	11/08/22	11/08/22	0.3250	$32.50
0072172	CARSON	CA	FONTANA	CA	Empty	59.0	1063	11/08/22	11/08/22	0.3250	$19.18

Driver Paid Settlement Summary

Capital Express Lines, Inc.

8180 Signal Ct, Sacramento, CA, 95824, Phone: 916.408.5630

Check # : D0003014

SSN: XXX-XX-3877 **Pay period: 10/24/2022 - 11/08/2022** **Check date:** 11/15/2022

For 000407 **Braxton, Amber E.** **Email: mshurk20@gmail.com**

Settlement	Origin	Destination	Loaded	Miles	Tractor	Ship DT	Delivery DT	Rate	Net Pay

Ded/Earn	PerDiem	Description	Memo	Date	Unit	Rate	
		Per Diem		10/24/22	1.00	69.000	$69.00
		Per Diem		10/25/22	1.00	69.000	$69.00
		Per Diem		10/26/22	1.00	69.000	$69.00
		Per Diem		10/27/22	1.00	69.000	$69.00
		Per Diem		10/28/22	1.00	69.000	$69.00
		Per Diem		10/30/22	1.00	69.000	$69.00
		Per Diem		11/02/22	1.00	69.000	$69.00
		Per Diem		11/03/22	1.00	69.000	$69.00
							$552.00

PAY SUMMARY		Units	Gross Pay	Rate	
	Total Miles	8501.00		0.3250	$2,762.89
				ORDER PAY:	$2,762.89
				TOTAL GROSS EARNINGS:	$2,762.89
				PER DIEM DEDUCTION:	-$552.00
				PER DIEM REIMBURSEMENT:	$552.00
				NET PAY:	$2,762.89

DISPATCH SUMMARY

ORDERS:	17	LOADED MILES:	7752.0
MOVES:	30	EMPTY MILES:	749.0
		TOTAL MILES:	8501.0

NET PAY DOES NOT REFLECT TAXES OR CONTINUED DEDUCTIONS. YOU WILL BE NOTIFIED BY ADP ON YOUR PAY STUB BREAKDOWNS.

Amber E. Braxton

13351 Purple Sage Dr

VICTORVILLE CA 92392

CO.	FILE	DEPT.	CLOCK	VCHR. NO.	075
A2T	000407			0000460004	1

Earnings Statement

CAPITAL EXPRESS LINES, INC.
8180 SIGNAL CT
SACRAMENTO, CA 95824
916-622-4524

Period Beginning: 10/26/2022
Period Ending: 11/08/2022
Pay Date: 11/15/2022

AMBER BRAXTON
13351 PURPLE SAGE DRIVE
VICTORVILLE CA 92392

Filing Status: Single/Married filing separately
Exemptions/Allowances:
Federal: Standard Withholding Table

Social Security Number: XXX-XX-3877

Earnings	rate	hours	this period	year to date
Regular	20.0000	97.50	1,950.00	10,244.00
DRIVER PAY			260.89	1,951.46
Per Diem			552.00*	2,760.00
Gross Pay			**$2,762.89**	14,955.46

Deductions	Statutory		
Federal Income Tax		-208.24	1,105.63
Social Security Tax		-137.08	756.12
Medicare Tax		-32.05	176.83
CA State Income Tax		-85.15	428.98
CA SDI Tax		-24.32	134.15
Net Pay		**$2,276.05**	
CHECKING		-2,276.05	
Net Check		**$0.00**	

*** Excluded from federal taxable wages**

Your federal taxable wages this period are $2,210.89

Other Benefits and Information	this period	total to date
Totl Hrs Worked	97.50	

Important Notes

COMPANY PH#:(916) 622-4524

IF NO CA Spsl Used IS LISTED YOU HAVE USED ZERO HRS

Additional Tax Withholding Information

Taxable Marital Status:
CA: Single
Exemptions/Allowances:
CA: 0

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CAPITAL EXPRESS LINES, INC.
8180 SIGNAL CT
SACRAMENTO, CA 95824
916-622-4524

Advice number: **00000460004**
Pay date: 11/15/2022

Deposited to the account of	account number	transit ABA	amount
AMBER BRAXTON	xxxxxxxx0115	xxxx xxxx	$2,276.05

THIS IS NOT A CHECK

NON-NEGOTIABLE

CEL-000832

Driver Log

Amber Braxton
(8 day cycle)

Carrier:
Capital Express Lines

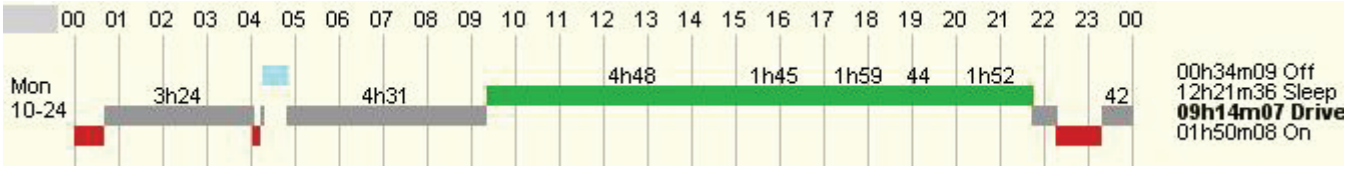
Main Office:
8180 Signal Ct
8180 Signal Ct
Sacramento, CA
95824

Depot Location:
8180 Signal Court
Sacramento, CA
95824

10/24/2022 Start of Day: Midnight Pacific

Document(s): 0: 0
Trailer(s): 5396
Tractor(s): 1063
Co-Driver(s): Eric Philson
Edits: 0
Sensor Failures: 0

Off Duty: 0h34m09
Sleeper Berth: 12h21m36
Driving: 9h14m07
On Duty Not Driving: 1h50m08
Total Hours On Duty Today: 11h04m15
Total Hours On Duty for Week: 22h14m54
Distance Driven (mi): 504



Start Time	Duration	Activity	Location	Flags*	Remarks	TractorId
00:00:00	0h39m45	On-Duty	5 mi NNW of Perris, CA	C	OFFICE/PAPERWORK	1063
00:39:45	3h23m38	Driving	5 mi NNW of Perris, CA	C		1063
04:03:23	0h09m32	On-Duty	10 mi SW of Shafter, CA	C	FUEL STOP	1063
04:12:55	0h02m31	Driving	10 mi SW of Shafter, CA	C		1063
04:15:26	0h34m09	Off-Duty	10 mi SW of Shafter, CA	C	30m DOT break	1063
04:49:35	4h31m18	Driving	10 mi SW of Shafter, CA	C		1063
09:20:53	0h06m58	Sleeper	7 mi NNW of Elk Grove, CA	C	10HR BREAK	1063
09:27:51	0h34m28	Sleeper	7 mi NNW of Elk Grove, CA	C	Team Split	1063
10:02:19	0h09m45	Sleeper	7 mi NNW of Elk Grove, CA	C		1063
10:12:04	0h03m54	Sleeper	7 mi NNW of Elk Grove, CA	C		1063
10:15:58	4h48m06	Sleeper	7 mi NNW of Elk Grove, CA	C		1063
15:04:04	1h44m54	Sleeper	16 mi SSW of Arvin, CA	C		1063
16:48:58	1h58m38	Sleeper	16 mi SSW of Arvin, CA	C		1063
18:47:36	0h01m59	Sleeper	1 mi ENE of Pasadena, CA	C		1063

Driver Log

Amber Braxton (8 day cycle)	Carrier: Capital Express Lines	Main Office: 8180 Signal Ct 8180 Signal Ct Sacramento, CA 95824	Depot Location: 8180 Signal Court Sacramento, CA 95824

10/24/2022 Start of Day: Midnight Pacific

Start Time	Duration	Activity	Location	Flags*	Remarks	TractorId
18:49:35	0h44m20	Sleeper	1 mi ENE of Pasadena, CA	C		1063
19:33:55	0h09m17	Sleeper	2 mi SE of Santa Fe Springs, CA	C		1063
19:43:12	0h07m43	Sleeper	2 mi SE of Santa Fe Springs, CA	C		1063
19:50:55	1h51m34	Sleeper	2 mi SE of Santa Fe Springs, CA	C		1063
21:42:29	0h35m06	Driving	2 mi SE of Santa Fe Springs, CA	C		1063
22:17:35	1h00m51	On-Duty	2 mi SSW of Duarte, CA	C	OFFICE/PAPERWORK	1063
23:18:26	0h41m34	Driving	2 mi SSW of Duarte, CA	C		1063

Driver's Signature

Driver Log

Amber Braxton
(8 day cycle)

Carrier:
Capital Express Lines

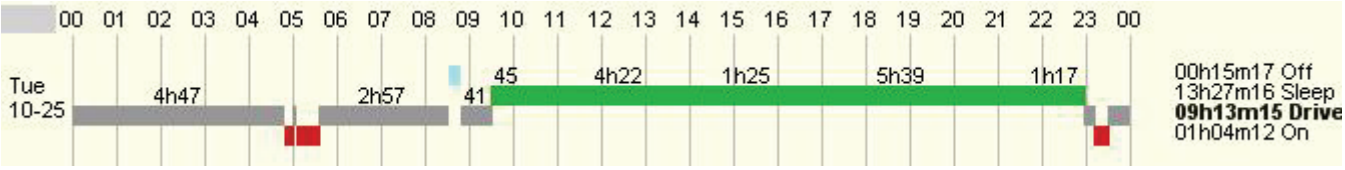
Main Office:
8180 Signal Ct
8180 Signal Ct
Sacramento, CA
95824

Depot Location:
8180 Signal Court
Sacramento, CA
95824

10/25/2022 Start of Day: Midnight Pacific

Document(s): 0: 0
Trailer(s): 5396
Tractor(s): 1063
Co-Driver(s): Eric Philson
Edits: 0
Sensor Failures: 0

Off Duty: 0h15m17
Sleeper Berth: 13h27m16
Driving: 9h13m15
On Duty Not Driving: 1h04m12
Total Hours On Duty Today: 10h17m27
Total Hours On Duty for Week: 32h32m21
Distance Driven (mi): 512



Start Time	Duration	Activity	Location	Flags*	Remarks	TractorId
00:00:00	4h47m47	Driving	2 mi SSW of Duarte, CA	C		1063
04:47:47	0h12m20	On-Duty	13 mi WNW of Buckeye, AZ	C	FUEL STOP	1063
05:00:07	0h04m14	Driving	13 mi WNW of Buckeye, AZ	C		1063
05:04:21	0h31m17	On-Duty	13 mi WNW of Buckeye, AZ	C	FUEL STOP	1063
05:35:38	2h57m20	Driving	13 mi WNW of Buckeye, AZ	C		1063
08:32:58	0h15m17	Off-Duty	7 mi SSE of Tucson, AZ	C	wee wee Break	1063
08:48:15	0h40m41	Driving	7 mi SSE of Tucson, AZ	C		1063
09:28:56	0h44m54	Sleeper	3 mi W of Benson, AZ	C	10HR BREAK	1063
10:13:50	4h21m54	Sleeper	3 mi W of Benson, AZ	C		1063
14:35:44	1h25m15	Sleeper	3 mi SW of Horizon City, TX	C		1063
16:00:59	5h38m39	Sleeper	3 mi SW of Horizon City, TX	C		1063
21:39:38	1h16m34	Sleeper	2 mi WSW of Sweetwater, TX	C		1063
22:56:12	0h14m26	Driving	2 mi WSW of Sweetwater, TX	C		1063

Driver Log

Amber Braxton (8 day cycle)	Carrier: Capital Express Lines	Main Office: 8180 Signal Ct 8180 Signal Ct Sacramento, CA 95824	Depot Location: 8180 Signal Court Sacramento, CA 95824

10/25/2022 Start of Day: Midnight Pacific

Start Time	Duration	Activity	Location	Flags*	Remarks	TractorId
23:10:38	0h20m35	On-Duty	2 mi SSW of Sweetwater, TX	C		1063
23:31:13	0h28m47	Driving	2 mi SSW of Sweetwater, TX	C		1063

Driver's Signature

Driver Log

Amber Braxton
(8 day cycle)

Carrier:
Capital Express Lines

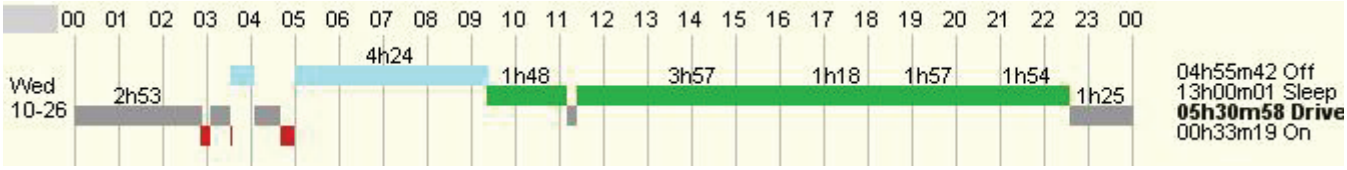
Main Office:
8180 Signal Ct
8180 Signal Ct
Sacramento, CA
95824

Depot Location:
8180 Signal Court
Sacramento, CA
95824

10/26/2022 Start of Day: Midnight Pacific

Document(s): 0: 0
Trailer(s): 53110
Tractor(s): 1063
Co-Driver(s): Eric Philson
Edits: 0
Sensor Failures: 0

Off Duty: 4h55m42
Sleeper Berth: 13h00m01
Driving: 5h30m58
On Duty Not Driving: 0h33m19
Total Hours On Duty Today: 6h04m17
Total Hours On Duty for Week: 38h36m38
Distance Driven (mi): 285



Start Time	Duration	Activity	Location	Flags*	Remarks	TractorId
00:00:00	2h52m53	Driving	2 mi SSW of Sweetwater, TX	C		1063
02:52:53	0h13m23	On-Duty	6 mi NW of Keller, TX	C		1063
03:06:16	0h25m53	Driving	6 mi NW of Keller, TX	C		1063
03:32:09	0h00m41	On-Duty	4 mi WNW of Keller, TX	C		1063
03:32:50	0h31m51	Off-Duty	4 mi WNW of Keller, TX	C	30m DOT break 30m DOT break	1063
04:04:41	0h35m08	Driving	4 mi WNW of Keller, TX	C		1063
04:39:49	0h19m15	On-Duty	4 mi WSW of Roanoke, TX	C		1063
04:59:04	4h23m51	Off-Duty	4 mi WSW of Roanoke, TX	C	30m DOT break	1063
09:22:55	1h48m15	Sleeper	4 mi WSW of Roanoke, TX	C	10HR BREAK	1063
11:11:10	0h12m02	Driving	4 mi WSW of Roanoke, TX	C		1063
11:23:12	0h18m47	Sleeper	4 mi WSW of Roanoke, TX	C	10HR BREAK	1063
11:41:59	0h22m53	Sleeper	4 mi WSW of Roanoke, TX	C		1063
12:04:52	3h57m09	Sleeper	4 mi WNW of Keller, TX	C		1063

Driver Log

Amber Braxton
(8 day cycle)

Carrier:
Capital Express Lines

Main Office:
8180 Signal Ct
8180 Signal Ct
Sacramento, CA
95824

Depot Location:
8180 Signal Court
Sacramento, CA
95824

10/26/2022 Start of Day: Midnight Pacific

Start Time	Duration	Activity	Location	Flags*	Remarks	TractorId
16:02:01	0h23m17	Sleeper	4 mi WNW of Keller, TX	C		1063
16:25:18	0h03m27	Sleeper	5 mi WNW of Keller, TX	C		1063
16:28:45	0h11m45	Sleeper	5 mi WNW of Keller, TX	C		1063
16:40:30	1h17m56	Sleeper	5 mi WNW of Keller, TX	C		1063
17:58:26	0h07m34	Sleeper	5 mi WNW of Keller, TX	C		1063
18:06:00	0h09m53	Sleeper	5 mi WNW of Keller, TX	C		1063
18:15:53	0h10m58	Sleeper	5 mi WNW of Keller, TX	C		1063
18:26:51	0h01m36	Sleeper	5 mi WNW of Keller, TX	C		1063
18:28:27	1h56m57	Sleeper	5 mi WNW of Keller, TX	C		1063
20:25:24	0h05m10	Sleeper	8 mi ENE of Eastland, TX	C		1063
20:30:34	0h10m45	Sleeper	8 mi ENE of Eastland, TX	C		1063
20:41:19	1h53m39	Sleeper	8 mi ENE of Eastland, TX	C		1063
22:34:58	1h25m02	Driving	8 mi ENE of Eastland, TX	C		1063

Driver's Signature

Driver Log

Amber Braxton
(8 day cycle)

Carrier:
Capital Express Lines

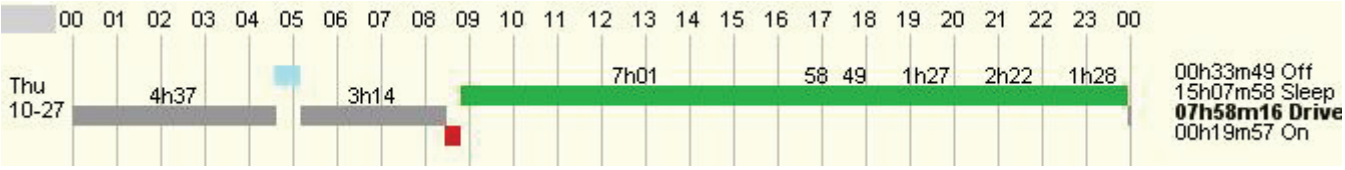
Main Office:
8180 Signal Ct
8180 Signal Ct
Sacramento, CA
95824

Depot Location:
8180 Signal Court
Sacramento, CA
95824

10/27/2022 Start of Day: Midnight Pacific

Document(s): 0: 0
Trailer(s): 53110
Tractor(s): 1063
Co-Driver(s): Eric Philson
Edits: 0
Sensor Failures: 0

Off Duty: 0h33m49
Sleeper Berth: 15h07m58
Driving: 7h58m16
On Duty Not Driving: 0h19m57
Total Hours On Duty Today: 8h18m13
Total Hours On Duty for Week: 46h54m51
Distance Driven (mi): 474



Start Time	Duration	Activity	Location	Flags*	Remarks	TractorId
00:00:00	4h36m28	Driving	8 mi ENE of Eastland, TX	C		1063
04:36:28	0h33m49	Off-Duty	1 mi E of Van Horn, TX	C	30m DOT break	1063
05:10:17	3h14m08	Driving	1 mi E of Van Horn, TX	C		1063
08:24:25	0h03m59	Driving	2 mi WSW of Las Cruces, NM	C		1063
08:28:24	0h19m57	On-Duty	2 mi WSW of Las Cruces, NM	C		1063
08:48:21	0h29m48	Sleeper	2 mi WSW of Las Cruces, NM	C	10HR BREAK	1063
09:18:09	7h01m24	Sleeper	2 mi WSW of Las Cruces, NM	C		1063
16:19:33	0h04m47	Sleeper	13 mi WNW of Buckeye, AZ	C		1063
16:24:20	0h58m03	Sleeper	13 mi WNW of Buckeye, AZ	C		1063
17:22:23	0h49m17	Sleeper	27 mi E of Quartzsite, AZ	C		1063
18:11:40	0h28m02	Sleeper	27 mi E of Quartzsite, AZ	C		1063
18:39:42	1h26m40	Sleeper	1 mi SW of Quartzsite, AZ	C		1063
20:06:22	2h21m59	Sleeper	1 mi WSW of Quartzsite, AZ	C		1063

Driver Log

Amber Braxton (8 day cycle)	Carrier: Capital Express Lines	Main Office: 8180 Signal Ct 8180 Signal Ct Sacramento, CA 95824	Depot Location: 8180 Signal Court Sacramento, CA 95824

10/27/2022 Start of Day: Midnight Pacific

Start Time	Duration	Activity	Location	Flags*	Remarks	TractorId
22:28:21	1h27m58	Sleeper	5 mi N of Palm Springs, CA	C		1063
23:56:19	0h03m41	Driving	5 mi N of Palm Springs, CA	C		1063

Driver's Signature

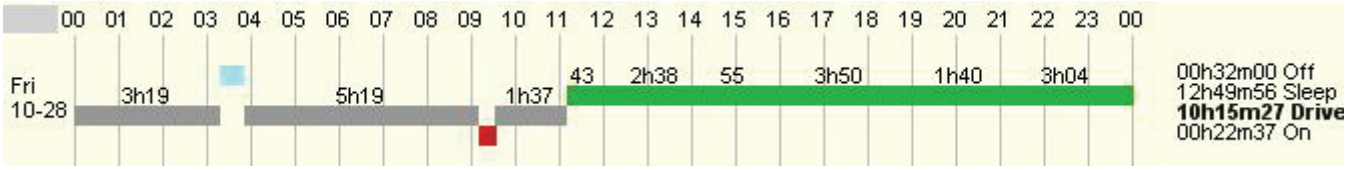
Driver Log

Amber Braxton (8 day cycle)	Carrier: Capital Express Lines	Main Office: 8180 Signal Ct 8180 Signal Ct Sacramento, CA 95824	Depot Location: 8180 Signal Court Sacramento, CA 95824

10/28/2022 Start of Day: Midnight Pacific

Document(s): 1: 1
Trailer(s): 20224
Tractor(s): 1063
Co-Driver(s): Eric Philson
Edits: 0
Sensor Failures: 0

Off Duty: 0h32m00
Sleeper Berth: 12h49m56
Driving: 10h15m27
On Duty Not Driving: 0h22m37
Total Hours On Duty Today: 10h38m04
Total Hours On Duty for Week: 57h32m55
Distance Driven (mi): 558



Start Time	Duration	Activity	Location	Flags*	Remarks	TractorId
00:00:00	3h19m15	Driving	5 mi N of Palm Springs, CA	C		1063
03:19:15	0h32m00	Off-Duty	16 mi SSW of Arvin, CA	C	30m DOT break	1063
03:51:15	5h19m23	Driving	16 mi SSW of Arvin, CA	C		1063
09:10:38	0h22m37	On-Duty	7 mi NNW of Elk Grove, CA	C	OFFICE/PAPERWORK	1063
09:33:15	1h36m49	Driving	7 mi NNW of Elk Grove, CA	C		1063
11:10:04	0h42m58	Sleeper	9 mi WNW of Patterson, CA	C	10HR BREAK	1063
11:53:02	2h38m14	Sleeper	9 mi WNW of Patterson, CA	C		1063
14:31:16	0h54m59	Sleeper	18 mi W of Wasco, CA	C		1063
15:26:15	3h50m23	Sleeper	18 mi W of Wasco, CA	C		1063
19:16:38	1h39m34	Sleeper	2 mi SE of Santa Fe Springs, CA	C		1063
20:56:12	3h03m48	Sleeper	2 mi SE of Santa Fe Springs, CA	C		1063

Driver's Signature

Driver Log

Amber Braxton
(8 day cycle)

Carrier:
Capital Express Lines

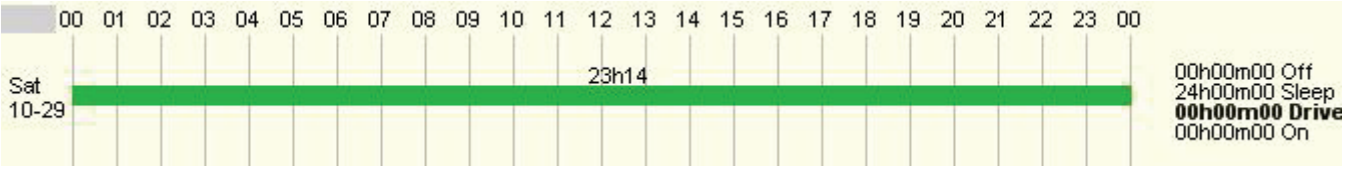
Main Office:
8180 Signal Ct
8180 Signal Ct
Sacramento, CA
95824

Depot Location:
8180 Signal Court
Sacramento, CA
95824

10/29/2022 Start of Day: Midnight Pacific

Document(s): 1: 4
Trailer(s): 20224
Tractor(s): 1063
Co-Driver(s): Eric Philson
Edits: 0
Sensor Failures: 0

Off Duty:
Sleeper Berth: 24h00m00
Driving:
On Duty Not Driving:
Total Hours On Duty Today:
Total Hours On Duty for Week:
Distance Driven (mi): 0



Start Time	Duration	Activity	Location	Flags*	Remarks	TractorId
00:00:00	0h12m32	Sleeper	2 mi SE of Santa Fe Springs, CA	C		1063
00:12:32	0h19m56	Sleeper	6 mi WSW of Hesperia, CA	C		1063
00:32:28	0h13m48	Sleeper	6 mi WSW of Hesperia, CA	C		1063
00:46:16	23h13m44	Sleeper	6 mi NW of Hesperia, CA	C		1063

Driver's Signature

Driver Log

Amber Braxton
(8 day cycle)

Carrier:
Capital Express Lines

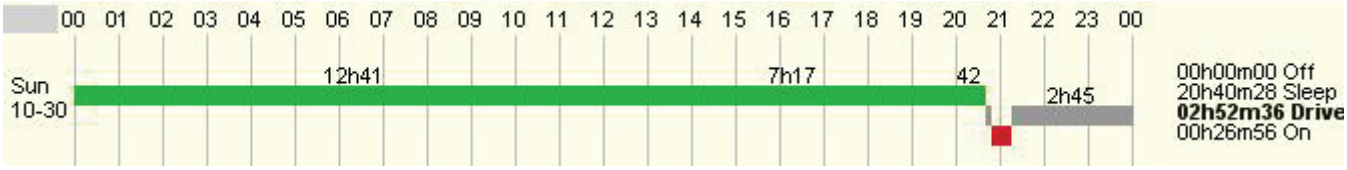
Main Office:
8180 Signal Ct
8180 Signal Ct
Sacramento, CA
95824

Depot Location:
8180 Signal Court
Sacramento, CA
95824

10/30/2022 Start of Day: Midnight Pacific

Document(s): 0: 0
Trailer(s): 53130
Tractor(s): 1063
Co-Driver(s): Eric Philson
Edits: 0
Sensor Failures: 0

Off Duty:
Sleeper Berth: 20h40m28
Driving: 2h52m36
On Duty Not Driving: 0h26m56
Total Hours On Duty Today: 3h19m32
Total Hours On Duty for Week: 3h19m32
Distance Driven (mi): 167



Start Time	Duration	Activity	Location	Flags*	Remarks	TractorId
00:00:00	12h41m37	Sleeper	6 mi NW of Hesperia, CA	C		1063
12:41:37	7h16m46	Sleeper	6 mi NW of Hesperia, CA	C		1063
19:58:23	0h42m05	Sleeper	7 mi NNW of Elk Grove, CA	C		1063
20:40:28	0h07m52	Driving	7 mi NNW of Elk Grove, CA	C		1063
20:48:20	0h26m56	On-Duty	7 mi NNW of Elk Grove, CA	C	DROP/HOOK	1063
21:15:16	2h44m44	Driving	7 mi NNW of Elk Grove, CA	C		1063

Driver's Signature

Driver Log

Amber Braxton
(8 day cycle)

Carrier:
Capital Express Lines

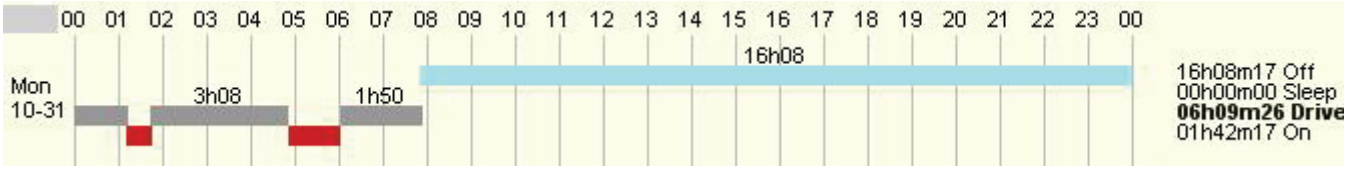
Main Office:
8180 Signal Ct
8180 Signal Ct
Sacramento, CA
95824

Depot Location:
8180 Signal Court
Sacramento, CA
95824

10/31/2022 Start of Day: Midnight Pacific

Document(s): 0072410: 0
Trailer(s): 18230
Tractor(s): 1063
Co-Driver(s): Eric Philson
Edits: 0
Sensor Failures: 0

Off Duty: 16h08m17
Sleeper Berth:
Driving: 6h09m26
On Duty Not Driving: 1h42m17
Total Hours On Duty Today: 7h51m43
Total Hours On Duty for Week: 11h11m15
Distance Driven (mi): 333



Start Time	Duration	Activity	Location	Flags*	Remarks	TractorId
00:00:00	1h11m12	Driving	7 mi NNW of Elk Grove, CA	C		1063
01:11:12	0h33m12	On-Duty	18 mi W of Wasco, CA	C	FUEL STOP	1063
01:44:24	3h07m58	Driving	18 mi W of Wasco, CA	C		1063
04:52:22	1h09m05	On-Duty	2 mi SW of Westminster, CA	C	OFFICE/PAPERWORK	1063
06:01:27	1h50m16	Driving	2 mi SW of Westminster, CA	C		1063
07:51:43	16h08m17	Off-Duty	6 mi NW of Hesperia, CA	C	34hr reset	1063

Driver's Signature

Driver Log

Amber Braxton
(8 day cycle)

Carrier:
Capital Express Lines

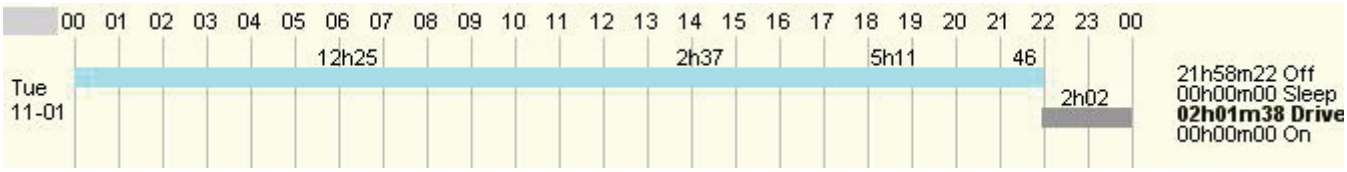
Main Office:
8180 Signal Ct
8180 Signal Ct
Sacramento, CA
95824

Depot Location:
8180 Signal Court
Sacramento, CA
95824

11/1/2022 Start of Day: Midnight Pacific

Document(s): 0: 0
Trailer(s): 5372
Tractor(s): 1063
Co-Driver(s): Eric Philson
Edits: 0
Sensor Failures: 0

Off Duty: 21h58m22
Sleeper Berth:
Driving: 2h01m38
On Duty Not Driving:
Total Hours On Duty Today: 2h01m38
Total Hours On Duty for Week: 2h01m38
Distance Driven (mi): 119



Start Time	Duration	Activity	Location	Flags*	Remarks	TractorId
00:00:00	12h24m56	Off-Duty	6 mi NW of Hesperia, CA	C	34hr reset	1063
12:24:56	0h16m50	Off-Duty	6 mi NW of Hesperia, CA	C		1063
12:41:46	0h11m56	Off-Duty	6 mi WSW of Hesperia, CA	C		1063
12:53:42	2h37m27	Off-Duty	6 mi WSW of Hesperia, CA	C		1063
15:31:09	0h30m17	Off-Duty	3 mi WNW of Jurupa Valley, CA	C		1063
16:01:26	5h11m22	Off-Duty	3 mi WNW of Jurupa Valley, CA	C		1063
21:12:48	0h45m34	Off-Duty	16 mi WSW of Mendota, CA	C		1063
21:58:22	2h01m38	Driving	16 mi WSW of Mendota, CA	C		1063

Driver's Signature

Driver Log

Amber Braxton
(8 day cycle)

Carrier:
Capital Express Lines

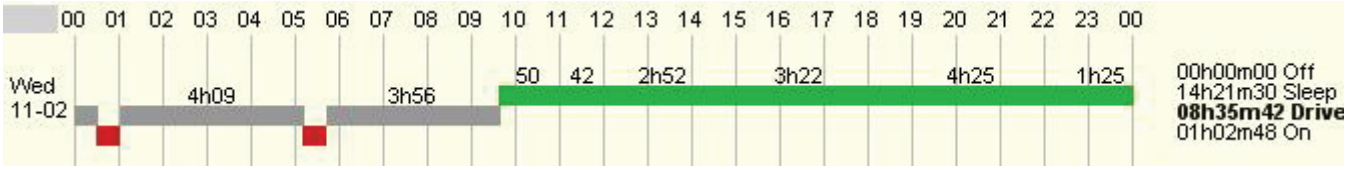
Main Office:
8180 Signal Ct
8180 Signal Ct
Sacramento, CA
95824

Depot Location:
8180 Signal Court
Sacramento, CA
95824

11/2/2022 Start of Day: Midnight Pacific

Document(s): 0: 0
Trailer(s): 53125
Tractor(s): 1063
Co-Driver(s): Eric Philson
Edits: 0
Sensor Failures: 0

Off Duty:
Sleeper Berth: 14h21m30
Driving: 8h35m42
On Duty Not Driving: 1h02m48
Total Hours On Duty Today: 9h38m30
Total Hours On Duty for Week: 11h40m08
Distance Driven (mi): 429



Start Time	Duration	Activity	Location	Flags*	Remarks	TractorId
00:00:00	0h30m08	Driving	16 mi WSW of Mendota, CA	C		1063
00:30:08	0h31m56	On-Duty	7 mi NNW of Elk Grove, CA	C	OFFICE/PAPERWORK	1063
01:02:04	4h09m25	Driving	7 mi NNW of Elk Grove, CA	C		1063
05:11:29	0h30m52	On-Duty	18 mi W of Wasco, CA	C	FUEL STOP	1063
05:42:21	3h56m09	Driving	18 mi W of Wasco, CA	C		1063
09:38:30	0h05m53	Sleeper	2 mi SE of Santa Fe Springs, CA	C	10HR BREAK	1063
09:44:23	0h09m38	Sleeper	2 mi SE of Santa Fe Springs, CA	C		1063
09:54:01	0h50m03	Sleeper	2 mi SE of Santa Fe Springs, CA	C		1063
10:44:04	0h26m57	Sleeper	2 mi NE of Norwalk, CA	C		1063
11:11:01	0h42m26	Sleeper	2 mi SE of Santa Fe Springs, CA	C		1063
11:53:27	2h52m16	Sleeper	2 mi SE of Santa Fe Springs, CA	C		1063
14:45:43	3h21m30	Sleeper	2 mi WNW of Jurupa Valley, CA	C		1063

Driver Log

Amber Braxton (8 day cycle)	Carrier: Capital Express Lines	Main Office: 8180 Signal Ct 8180 Signal Ct Sacramento, CA 95824	Depot Location: 8180 Signal Court Sacramento, CA 95824

11/2/2022 Start of Day: Midnight Pacific

Start Time	Duration	Activity	Location	Flags*	Remarks	TractorId
18:07:13	4h24m31	Sleeper	2 mi WNW of Jurupa Valley, CA	C		1063
22:31:44	0h01m11	Sleeper	2 mi SSE of Tulare, CA	C		1063
22:32:55	0h01m57	Sleeper	2 mi SSE of Tulare, CA	C		1063
22:34:52	1h25m08	Sleeper	2 mi SSE of Tulare, CA	C		1063

Driver's Signature

Driver Log

Amber Braxton
(8 day cycle)

Carrier:
Capital Express Lines

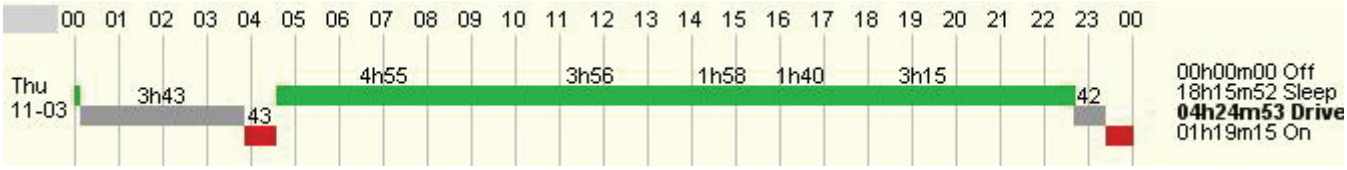
Main Office:
8180 Signal Ct
8180 Signal Ct
Sacramento, CA
95824

Depot Location:
8180 Signal Court
Sacramento, CA
95824

11/3/2022 Start of Day: Midnight Pacific

Document(s): 0: 0
Trailer(s): 21255
Tractor(s): 1063
Co-Driver(s): Eric Philson
Edits: 0
Sensor Failures: 0

Off Duty:
Sleeper Berth: 18h15m52
Driving: 4h24m53
On Duty Not Driving: 1h19m15
Total Hours On Duty Today: 5h44m08
Total Hours On Duty for Week: 17h24m16
Distance Driven (mi): 241



Start Time	Duration	Activity	Location	Flags*	Remarks	TractorId
00:00:00	0h08m18	Sleeper	2 mi SSE of Tulare, CA	C		1063
00:08:18	3h42m56	Driving	2 mi SSE of Tulare, CA	C		1063
03:51:14	0h43m04	On-Duty	7 mi NNW of Elk Grove, CA	C	OFFICE/PAPERWORK	1063
04:34:18	4h55m17	Sleeper	7 mi NNW of Elk Grove, CA	C	10HR BREAK	1063
09:29:35	0h15m59	Sleeper	7 mi NNW of Elk Grove, CA	C		1063
09:45:34	0h01m54	Sleeper	7 mi NNW of Elk Grove, CA	C		1063
09:47:28	3h55m46	Sleeper	7 mi NNW of Elk Grove, CA	C		1063
13:43:14	1h57m37	Sleeper	18 mi W of Wasco, CA	C		1063
15:40:51	1h40m07	Sleeper	18 mi W of Wasco, CA	C		1063
17:20:58	0h00m13	Sleeper	19 mi NNE of Fillmore, CA	C		1063
17:21:11	0h16m32	Sleeper	19 mi NNE of Fillmore, CA	C		1063
17:37:43	0h00m32	Sleeper	19 mi NNE of Fillmore, CA	C		1063
17:38:15	3h15m22	Sleeper	19 mi NNE of Fillmore, CA	C		1063
20:53:37	0h32m27	Sleeper	4 mi WSW of Fontana, CA	C		1063
21:26:04	0h04m50	Sleeper	4 mi WSW of Fontana, CA	C		1063

Driver Log

Amber Braxton
(8 day cycle)

Carrier:
Capital Express Lines

Main Office:
8180 Signal Ct
8180 Signal Ct
Sacramento, CA
95824

Depot Location:
8180 Signal Court
Sacramento, CA
95824

11/3/2022 Start of Day: Midnight Pacific

Start Time	Duration	Activity	Location	Flags*	Remarks	TractorId
21:30:54	1h10m58	Sleeper	4 mi WSW of Fontana, CA	C		1063
22:41:52	0h41m57	Driving	4 mi WSW of Fontana, CA	C		1063
23:23:49	0h36m11	On-Duty	5 mi NNW of Perris, CA	C	DROP/HOOK	1063

Driver's Signature

Driver Log

Amber Braxton
(8 day cycle)

Carrier:
Capital Express Lines

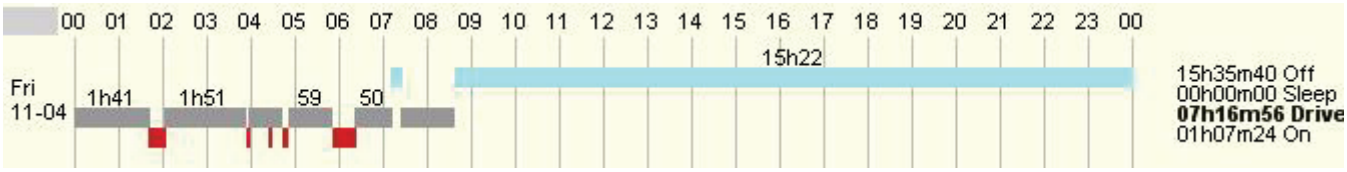
Main Office:
8180 Signal Ct
8180 Signal Ct
Sacramento, CA
95824

Depot Location:
8180 Signal Court
Sacramento, CA
95824

11/4/2022 Start of Day: Midnight Pacific

Document(s): 0: 0
Trailer(s): 0
Tractor(s): 1063
Co-Driver(s): Eric Philson
Edits: 0
Sensor Failures: 0

Off Duty: 15h35m40
Sleeper Berth:
Driving: 7h16m56
On Duty Not Driving: 1h07m24
Total Hours On Duty Today: 8h24m20
Total Hours On Duty for Week: 25h48m36
Distance Driven (mi): 263



Start Time	Duration	Activity	Location	Flags*	Remarks	TractorId
00:00:00	1h40m58	Driving	5 mi NNW of Perris, CA	C		1063
01:40:58	0h21m43	On-Duty	2 mi ESE of Carson, CA	C	DROP/HOOK	1063
02:02:41	1h50m48	Driving	2 mi ESE of Carson, CA	C		1063
03:53:29	0h02m58	On-Duty	2 mi SSW of Duarte, CA	C		1063
03:56:27	0h28m11	Driving	2 mi SSW of Duarte, CA	C		1063
04:24:38	0h03m55	On-Duty	2 mi SE of Pomona, CA	C	DROP/HOOK	1063
04:28:33	0h14m42	Driving	2 mi SE of Pomona, CA	C		1063
04:43:15	0h08m25	On-Duty	2 mi SE of Pomona, CA	C		1063
04:51:40	0h59m08	Driving	2 mi SE of Pomona, CA	C		1063
05:50:48	0h30m23	On-Duty	2 mi ESE of Carson, CA	C	OFFICE/PAPERWORK	1063
06:21:11	0h50m21	Driving	2 mi ESE of Carson, CA	C		1063
07:11:32	0h13m48	Off-Duty	2 mi SSW of Duarte, CA	C	wee wee Break	1063
07:25:20	1h12m48	Driving	2 mi SSW of Duarte, CA	C		1063
08:38:08	15h21m52	Off-Duty	6 mi NW of Hesperia, CA	C	34hr reset	1063

Driver's Signature

Driver Log

Amber Braxton
(8 day cycle)

Carrier:
Capital Express Lines

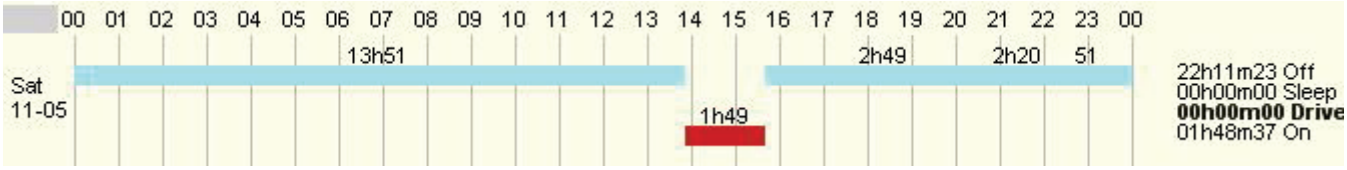
Main Office:
8180 Signal Ct
8180 Signal Ct
Sacramento, CA
95824

Depot Location:
8180 Signal Court
Sacramento, CA
95824

11/5/2022 Start of Day: Midnight Pacific

Document(s): 0072413: 158943736
Trailer(s): 5399
Tractor(s): 1063
Co-Driver(s): Eric Philson
Edits: 1
Sensor Failures: 0

Off Duty: 22h11m23
Sleeper Berth:
Driving:
On Duty Not Driving: 1h48m37
Total Hours On Duty Today: 1h48m37
Total Hours On Duty for Week: 27h37m13
Distance Driven (mi): 0



Start Time	Duration	Activity	Location	Flags*	Remarks	TractorId
00:00:00	13h51m20	Off-Duty	6 mi NW of Hesperia, CA	C	34hr reset	1063
13:51:20	1h48m37	On-Duty	6 mi NW of Hesperia, CA	C/E	Edit Reason: forgot to change drivers	1063
[13:51:20]	[1h48m37]	[Driving]	[6 mi NW of Hesperia, CA]			1063
15:39:57	0h27m29	Off-Duty	1 mi NNW of San Jacinto, CA	C/E	34hr reset Edit Reason: wrong driver	1063
[15:39:57]	[0h27m29]	[On-Duty]	[1 mi NNW of San Jacinto, CA]			1063
16:07:26	0h12m45	Off-Duty	1 mi NNW of San Jacinto, CA	C	34hr reset	1063
16:20:11	0h04m55	Off-Duty	1 mi NNW of San Jacinto, CA	C		1063
16:25:06	0h23m53	Off-Duty	2 mi NNW of San Jacinto, CA	C		1063
16:48:59	0h08m18	Off-Duty	1 mi NNW of San Jacinto, CA	C		1063
16:57:17	2h48m40	Off-Duty	1 mi NNW of San Jacinto, CA	C		1063
19:45:57	0h28m39	Off-Duty	1 mi NNW of San Jacinto, CA	C		1063
20:14:36	2h19m51	Off-Duty	4 mi N of Perris, CA	C		1063

Driver Log

Amber Braxton (8 day cycle)	Carrier: Capital Express Lines	Main Office: 8180 Signal Ct 8180 Signal Ct Sacramento, CA 95824	Depot Location: 8180 Signal Court Sacramento, CA 95824

11/5/2022 Start of Day: Midnight Pacific

Start Time	Duration	Activity	Location	Flags*	Remarks	TractorId
22:34:27	0h51m18	Off-Duty	4 mi N of Perris, CA	C		1063
23:25:45	0h34m15	Off-Duty	3 mi SSE of Rancho Cucamonga, CA	C		1063

Driver's Signature

Driver Log

Amber Braxton
(8 day cycle)

Carrier:
Capital Express Lines

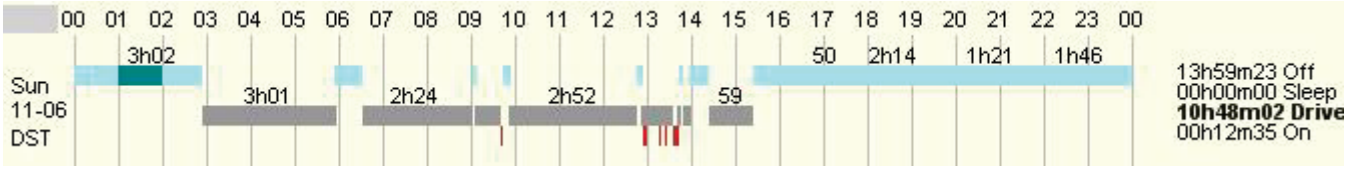
Main Office:
8180 Signal Ct
8180 Signal Ct
Sacramento, CA
95824

Depot Location:
8180 Signal Court
Sacramento, CA
95824

11/6/2022 Start of Day: Midnight Pacific

Document(s): 0: 0
Trailer(s): 0
Tractor(s): 1063
Co-Driver(s): Eric Philson
Edits: 0
Sensor Failures: 0

Off Duty: 13h59m23
Sleeper Berth:
Driving: 10h48m02
On Duty Not Driving: 0h12m35
Total Hours On Duty Today: 11h00m37
Total Hours On Duty for Week: 38h37m50
Distance Driven (mi): 547



Start Time	Duration	Activity	Location	Flags*	Remarks	TractorId
00:00:00	0h14m27	Off-Duty	3 mi SSE of Rancho Cucamonga, CA	C/DST		1063
00:14:27	0h07m13	Off-Duty	3 mi SE of Rancho Cucamonga, CA	C/DST		1063
00:21:40	0h00m53	Off-Duty	3 mi SE of Rancho Cucamonga, CA	C/DST		1063
00:22:33	0h20m37	Off-Duty	3 mi SE of Rancho Cucamonga, CA	C/DST		1063
00:43:10	0h03m53	Off-Duty	3 mi SSE of Rancho Cucamonga, CA	C/DST		1063
00:47:03	3h02m14	Off-Duty	3 mi SSE of Rancho Cucamonga, CA	C/DST		1063
02:49:17	0h04m23	Off-Duty	25 mi NNE of Fillmore, CA	C/DST		1063
02:53:40	3h00m35	Driving	25 mi NNE of Fillmore, CA	C/DST		1063
05:54:15	0h38m19	Off-Duty	3 mi NW of Madera, CA	C/DST	Rest break	1063
06:32:34	2h24m21	Driving	3 mi NW of Madera, CA	C/DST		1063
08:56:55	0h00m18	Off-Duty	7 mi NNW of Elk Grove, CA	C/DST	30m DOT break	1063
08:57:13	0h04m24	Driving	7 mi NNW of Elk Grove, CA	C/DST		1063
09:01:37	0h04m21	Off-Duty	7 mi NNW of Elk Grove, CA	C/DST	30m DOT break	1063
09:05:58	0h34m38	Driving	7 mi NNW of Elk Grove, CA	C/DST		1063
09:40:36	0h02m16	On-Duty	7 mi NNW of Elk Grove, CA	C/DST		1063

Driver Log

Amber Braxton
(8 day cycle)

Carrier:
Capital Express Lines

Main Office:
8180 Signal Ct
8180 Signal Ct
Sacramento, CA
95824

Depot Location:
8180 Signal Court
Sacramento, CA
95824

11/6/2022 Start of Day: Midnight Pacific

Start Time	Duration	Activity	Location	Flags*	Remarks	TractorId
09:42:52	0h10m02	Off-Duty	7 mi NNW of Elk Grove, CA	C/DST	30m DOT break	1063
09:52:54	2h52m25	Driving	7 mi NNW of Elk Grove, CA	C/DST		1063
12:45:19	0h05m45	Off-Duty	4 mi S of Fresno, CA	C/DST	wee wee Break	1063
12:51:04	0h02m52	Driving	4 mi S of Fresno, CA	C/DST		1063
12:53:56	0h02m50	On-Duty	5 mi S of Fresno, CA	C/DST	DROP/HOOK	1063
12:56:46	0h20m06	Driving	5 mi S of Fresno, CA	C/DST		1063
13:16:52	0h00m36	On-Duty	5 mi S of Fresno, CA	C/DST		1063
13:17:28	0h07m20	Driving	5 mi S of Fresno, CA	C/DST		1063
13:24:48	0h00m53	On-Duty	5 mi S of Fresno, CA	C/DST		1063
13:25:41	0h08m34	Driving	5 mi S of Fresno, CA	C/DST		1063
13:34:15	0h06m00	On-Duty	5 mi S of Fresno, CA	C/DST		1063
13:40:15	0h03m43	Driving	5 mi S of Fresno, CA	C/DST		1063
13:43:58	0h04m04	Off-Duty	4 mi S of Fresno, CA	C/DST		1063
13:48:02	0h02m39	Driving	4 mi S of Fresno, CA	C/DST		1063
13:50:41	0h03m07	Driving	4 mi S of Fresno, CA	C/DST		1063
13:53:48	0h04m05	Driving	4 mi S of Fresno, CA	C/DST		1063
13:57:53	0h26m44	Off-Duty	4 mi S of Fresno, CA	C/DST	Rest break	1063
14:24:37	0h59m13	Driving	4 mi S of Fresno, CA	C/DST		1063
15:23:50	0h01m19	Off-Duty	15 mi S of Tulare, CA	C/DST	34hr reset 34hr reset	1063
15:25:09	1h12m46	Off-Duty	15 mi S of Tulare, CA	C/DST		1063
16:37:55	0h49m32	Off-Duty	17 mi SSW of Arvin, CA	C/DST		1063
17:27:27	2h14m25	Off-Duty	17 mi SSW of Arvin, CA	C/DST		1063
19:41:52	0h04m15	Off-Duty	4 mi S of Rancho Cucamonga, CA	C/DST		1063
19:46:07	0h10m19	Off-Duty	4 mi S of Rancho Cucamonga, CA	C/DST		1063
19:56:26	0h12m08	Off-Duty	4 mi S of Rancho Cucamonga, CA	C/DST		1063

Driver Log

Amber Braxton (8 day cycle)	Carrier: Capital Express Lines	Main Office: 8180 Signal Ct 8180 Signal Ct Sacramento, CA 95824	Depot Location: 8180 Signal Court Sacramento, CA 95824

11/6/2022 Start of Day: Midnight Pacific

Start Time	Duration	Activity	Location	Flags*	Remarks	TractorId
20:08:34	1h20m58	Off-Duty	4 mi S of Rancho Cucamonga, CA	C/DST		1063
21:29:32	0h28m34	Off-Duty	2 mi ESE of Carson, CA	C/DST		1063
21:58:06	1h45m34	Off-Duty	2 mi ESE of Carson, CA	C/DST		1063
23:43:40	0h16m20	Off-Duty	6 mi NW of Hesperia, CA	C/DST		1063

Driver's Signature

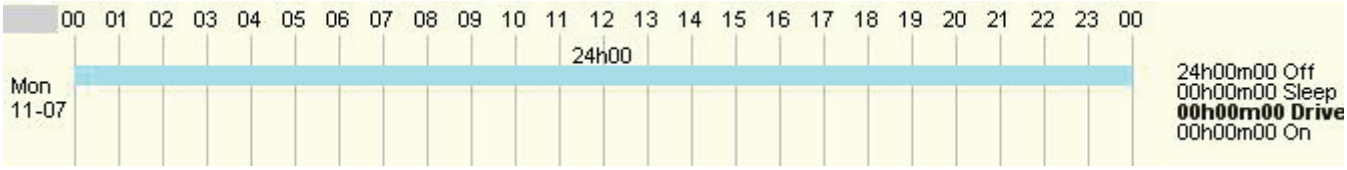
Driver Log

Amber Braxton (8 day cycle)	Carrier: Capital Express Lines	Main Office: 8180 Signal Ct 8180 Signal Ct Sacramento, CA 95824	Depot Location: 8180 Signal Court Sacramento, CA 95824

11/7/2022 Start of Day: Midnight Pacific

Document(s):
Trailer(s):
Tractor(s): 1063
Co-Driver(s): Eric Philson
Edits: 0
Sensor Failures: 0

Off Duty: 24h00m00
Sleeper Berth:
Driving:
On Duty Not Driving:
Total Hours On Duty Today:
Total Hours On Duty for Week: 38h37m50
Distance Driven (mi): 0



Start Time	Duration	Activity	Location	Flags*	Remarks	TractorId
00:00:00	24h00m00	Off-Duty	6 mi NW of Hesperia, CA	C		1063

Driver's Signature

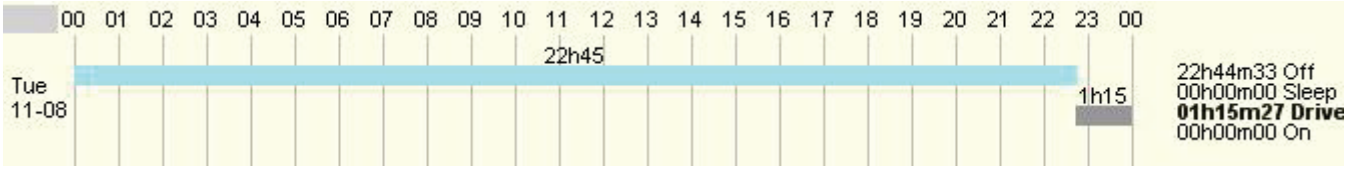
Driver Log

Amber Braxton (8 day cycle)	Carrier: Capital Express Lines	Main Office: 8180 Signal Ct 8180 Signal Ct Sacramento, CA 95824	Depot Location: 8180 Signal Court Sacramento, CA 95824

11/8/2022 Start of Day: Midnight Pacific

Document(s): 00: 000
Trailer(s): 0000
Tractor(s): 1063
Co-Driver(s): Eric Philson
Edits: 0
Sensor Failures: 0

Off Duty: 22h44m33
Sleeper Berth:
Driving: 1h15m27
On Duty Not Driving:
Total Hours On Duty Today: 1h15m27
Total Hours On Duty for Week: 1h15m27
Distance Driven (mi): 32



Start Time	Duration	Activity	Location	Flags*	Remarks	TractorId
00:00:00	22h44m33	Off-Duty	6 mi NW of Hesperia, CA	C		1063
22:44:33	1h15m27	Driving	6 mi NW of Hesperia, CA	C		1063

Driver's Signature

EXHIBIT 6



Employee Handbook

WWW.CAPITALEXPRESSLINES.COM

CEL - 001290

home to the first worksite and from the first worksite to the employee's home will generally not be reimbursed; however, any additional driving required by the Company may be reimbursed.

Requests for reimbursement of business-related travel must be submitted on the Expense Reimbursement form. The completed form must be signed and dated by the employee and then submitted to Jennifer Robertson at CHROs2Go at jrobertson@chros2go.com or 520-265-7733 with all his or her time records. Processing for reimbursement will occur during the next regularly scheduled payroll processing period.

Moving and parking violations are the responsibility of the employee.

BUSINESS RELATED EXPENSES.

The Company reimburses employees for reasonably necessary business expenses. Employees who have incurred authorized business expenses must submit receipts fully documenting the expense. Do not incur expenses without authorization. Employees will be reimbursed for all business-related parking, meter and toll charges while traveling on Company business (regardless of whether the employee uses his personal vehicle or a Company vehicle, except when those toll charges are incurred in your typical daily commute from your home to the first worksite). This applies if you do not normally have a bridge toll in your normal commute.

EMPLOYEES WHO ARE REQUIRED TO DRIVE

Employees who drive a Company vehicle or their own vehicle on Company business, are required to present proof of a current, valid driver's license. Employees using a personal vehicle for Company business will be reimbursed on a per mile traveled basis and must present proof of current insurance coverage.

Employees who are required to drive for Company purposes, whether in a Company vehicle or a personal vehicle, are required to avoid all unnecessary distractions. Employees are expected to follow all state traffic and safety laws, including any laws related to the use of communication devices. In emergency situations, when you are required to make or take a call, you are required to follow all applicable laws and proceed in the safest manner possible, which may require you to safely stop the vehicle during the call. Additionally, employees driving for Company purposes are prohibited from sending or receiving text messages or other electronic communications while driving.

In addition to the above, all truck drivers are required to comply with federal and state Department of Transportation Rules and Regulations and any other laws regulating truck drivers.

may make. The Company strongly encourages employees who wish to access the Internet for non-work- related activities to obtain their own personal Internet access accounts.

The Company may monitor both the amount of time spent using on-line services and the sites visited by individual employees. The Company reserves the right to limit such access by any means available to it, including revoking access altogether.

All software in use on the Company' technology resources is officially licensed software. No software is to be installed or used that has not been duly paid for and licensed appropriately for the use to which it is being put. No employee may load any software on the Company' computers, by any means of transmission, unless authorized in writing in advance by Jennifer Robertson with CHROs2Go at jrobertson@chros2go.com or 520-265-7733. Authorization for loading software onto the Company' computers should not be given until the software to be loaded has been thoroughly scanned for viruses.

The Company is sensitive to the issue of protection of trade secrets and other confidential and proprietary information of the Company and third parties ("Confidential Information"). Therefore, employees are expected to use good judgment and to adhere to the highest ethical standards when using or transmitting Confidential Information on the Company' technology resources.

Confidential Information should not be accessed through the Company' technology resources in the presence of unauthorized individuals. Similarly, Confidential Information should not be left visible or unattended. Moreover, any Confidential Information transmitted via technology resources should be marked with the following confidentiality legend: "This message contains confidential information. Unless you are the addressee (or authorized to receive for the addressee), you may not copy, use, or distribute this information. If you have received this message in error, please advise the sender immediately or return it promptly by mail." Employees should avoid sending Confidential Information over the internet, except when absolutely necessary. Employees should also verify electronic-mail addresses before transmitting any messages.

The Company endeavors to license its software so that it may be used on portable computers and home computers in addition to office computers. Before transferring or copying any software from a Company technology resource to another computer, employees must obtain written authorization from Jennifer Robertson with CHROs2Go at jrobertson@chros2go.com or 520-265-7733.

The Company may perform auditing activity or monitoring to determine compliance with these policies. Audits of software and data stored on the Company' technology resources may be conducted without warning at any time.

PROHIBITED USE OF CELL PHONE WHILE DRIVING

In the interest of the safety of our employees and other drivers, the Company employees are prohibited from using cell phones (including all smart phones) while driving on Company business and/or Company time.

If your job requires that you keep your cell phone turned on while you are driving, you must use a hands-free device. Under no circumstances should employees place phone calls while operating a motor vehicle while driving on Company business and/or Company time. The Company recommends preprogramming frequently used numbers into your phone rather than looking up numbers before dialing them. Violating this policy is a violation of the law and a violation of Company rules.

Writing, sending, or reading text-based communication - including text messaging, instant messaging, e-mail, web browsing and use of smart phone applications - on any wireless device or cell phone while driving is also prohibited under this policy unless the device is specifically designed and configured to allow voice-operated and hands-free operation to dictate, send, or listen, and it is used in that manner while driving.

You must also safely pull off the road before conducting Company business. Violating this policy is a violation of law and a violation of Company rules.

VOLUNTARY TERMINATIONS

If you decide to leave your employment with the Company, we request (but it is not required) that you give us at least two (2) weeks written notice. This will give us the opportunity to make the necessary adjustments in our operation.

REFERENCES

All requests for employment verifications and employee reference must be directed promptly to Jennifer Robertson with CHROs2Go at jrobertson@chros2go.com or 520-265-7733. Other employees should not provide any such information. References for employees who have left the Company are limited to disclosure of dates of employment and title of the last position held.

EMPLOYEE BENEFITS

VACATIONS

The Company does not provide paid vacation time.

HOLIDAYS

The Company does not provide any paid holidays.

PAID SICK LEAVE

Vinesign Document ID: DD572CDC-190E-48E5-9EA5-0196FDEE1E45

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Sherman Oaks, California 91403
Phone: (213) 514-5681
Fax: (213) 514-5682

Attorneys for Plaintiffs AMBER BRAXTON, TAVARES ANDREWS, and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

AMBER BRAXTON, an individual; TAVARES ANDREWS, an individual; on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

CAPITAL EXPRESS LINES, INC., a California Corporation; and DOES 1 through 10, inclusive,

Defendants.

CASE NO. 24CV010352

DECLARATION OF AMBER BRAXTON IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Hearing Date: November 20, 2026
Hearing Time: 9:00 a.m.
Dept.: 8A

(Assigned for all purposes to the Hon. Jill H. Talley)

The signed document can be validated at https://app.vinesign.com/Verify

DECLARATION OF AMBER BRAXTON

1. I am a competent adult, over the age of eighteen, and am one of the named Plaintiffs who brought this class action against Defendant Capital Express Lines, Inc. ("Capital Express" or "Defendant"). The following is based upon my personal knowledge, and if called as a witness, I could and would competently testify thereto.

2. I am a named Plaintiff in an action against Capital Express entitled Braxton et al. v. Capital Express Lines, Inc., Superior Court of the State of California, County of Sacramento, Case No. 24CV010352. I submit this declaration in support of the Motion for Preliminary Approval of Class Action Settlement.

3. I worked for Capital Express as a driver during the Class Period alleged in the Complaint.

4. I understand that I am one of the named representatives in this action. I understand the claims asserted in this action on behalf of the class are that Defendant failed to pay minimum wages for all compensable time worked, failed to reimburse necessary business expenses, and committed related wage statement and final pay violations.

5. I know of no reason that my interests in this action are inconsistent with the interests of any other Settlement Class Member.

6. I believe that my claims are typical of the claims of other Settlement Class Members and involve the same issues. In filing this lawsuit, I was trying to obtain compensation for myself and for all Settlement Class Members for the actions of Capital Express that I believed to be improper. I am very happy about the results of this litigation. I am satisfied that Defendant is compensating Settlement Class Members that I believe we are due.

7. As one of the named Plaintiffs and purported Class Representatives, I am requesting a Class Representative Service Payment in the amount of $10,000.00, in addition to my own Individual Class Payment and Individual PAGA Payment.

8. During the course of this litigation, up through and following the settlement process, I kept actively involved with its status, tracking the status of the case and participating as much as possible, including assistance to my attorneys through discovery and the mediation, which included providing documents to my attorneys and answering questions. Specifically, I spent approximately one (1) to two (2) hours assisting with discovery responses and an additional one (1) hour locating, gathering, and organizing documents to provide to my attorneys, for a total of approximately two (2) to three (3) hours.

9. I have communicated with my attorneys several times per month to track my case's status. I have taken an active involvement in this matter throughout its course, including assistance to my attorneys through discovery and the mediation.

10. This lawsuit may result in reputational harm to me. There can be stigma associated with suing anyone, let alone a former employer. I may be adversely affected when it comes to obtaining future employment — employers who learn that I sued Defendant in a class action will likely avoid hiring me.

11. I have willingly participated in the action as a named Plaintiff and I will continue to do so as long as this case is pending. I volunteered to represent the other Settlement Class Members in this case so that they can benefit from my attempt to enforce California law, and so that other Settlement Class Members would not have to expend time, effort, and money pursuing individual cases for the same thing.

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

Executed on this October day of 16, 2026, at Victorville, California.



Amber Braxton

Vinesign Document ID: AA9700C7-9CF1-45F6-95C8-90FAA0E3E00D

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Attorneys for Plaintiffs AMBER BRAXTON, TAVARES ANDREWS, and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

AMBER BRAXTON, an individual; TAVARES ANDREWS, an individual; on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

CAPITAL EXPRESS LINES, INC., a California Corporation; and DOES 1 through 10, inclusive,

Defendants.

CASE NO. 24CV010352

DECLARATION OF TAVARES ANDREWS IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Hearing Date: November 20, 2026
Hearing Time: 9:00 a.m.
Dept.: 8A

(Assigned for all purposes to the Hon. Jill H. Talley)

The signed document can be validated at https://app.vinesign.com/Verify

DECLARATION OF TAVARES ANDREWS

1. I am a competent adult, over the age of eighteen, and am one of the named Plaintiffs who brought this class action against Defendant Capital Express Lines, Inc. ("Capital Express" or "Defendant"). The following is based upon my personal knowledge, and if called as a witness, I could and would competently testify thereto.

2. I am a named Plaintiff in an action against Capital Express entitled Braxton et al. v. Capital Express Lines, Inc., Superior Court of the State of California, County of Sacramento, Case No. 24CV010352. I submit this declaration in support of the Motion for Preliminary Approval of Class Action Settlement.

3. I worked for Capital Express as a driver during the Class Period alleged in the Complaint.

4. I understand that I am one of the named representatives in this action. I understand the claims asserted in this action on behalf of the class are that Defendant failed to pay minimum wages for all compensable time worked, failed to reimburse necessary business expenses, and committed related wage statement and final pay violations.

5. I know of no reason that my interests in this action are inconsistent with the interests of any other Settlement Class Member.

6. I believe that my claims are typical of the claims of other Settlement Class Members and involve the same issues. In filing this lawsuit, I was trying to obtain compensation for myself and for all Settlement Class Members for the actions of Capital Express that I believed to be improper. I am very happy about the results of this litigation. I am satisfied that Defendant is compensating Settlement Class Members that I believe we are due.

7. As one of the named Plaintiffs and purported Class Representatives, I am requesting a Class Representative Service Payment in the amount of $10,000.00, in addition to my own Individual Class Payment and Individual PAGA Payment.

8. During the course of this litigation, up through and following the settlement process, I kept actively involved with its status, tracking the status of the case and participating as much as possible, including assistance to my attorneys through discovery and the mediation, which included providing documents to my attorneys and answering questions. Specifically, I spent approximately four (4) hours assisting with discovery responses and an additional five (5) hours locating, gathering, and organizing documents to provide to my attorneys, for a total of approximately nine (9) hours.

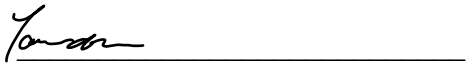
9. I have communicated with my attorneys several times per month to track my case's status. I have taken an active involvement in this matter throughout its course, including assistance to my attorneys through discovery and the mediation.

10. This lawsuit may result in reputational harm to me. There can be stigma associated with suing anyone, let alone a former employer. I may be adversely affected when it comes to obtaining future employment — employers who learn that I sued Defendant in a class action will likely avoid hiring me.

11. I have willingly participated in the action as a named Plaintiff and I will continue to do so as long as this case is pending. I volunteered to represent the other Settlement Class Members in this case so that they can benefit from my attempt to enforce California law, and so that other Settlement Class Members would not have to expend time, effort, and money pursuing individual cases for the same thing.

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

Executed on this 15 day of October, 2026, at Oak Hills, California.



Tavares Andrews

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Attorneys for Plaintiffs AMBER BRAXTON, TAVARES ANDREWS, and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

AMBER BRAXTON, an individual; TAVARES ANDREWS, an individual; on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

CAPITAL EXPRESS LINES, INC., a California Corporation; and DOES 1 through 10, inclusive,

Defendants.

CASE NO. 24CV010352

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Hearing Date: November 20, 2026
Hearing Time: 9:00 a.m.
Dept.: 8A

(Assigned for all purposes to the Hon. Jill H. Talley)

PRELIMINARY APPROVAL ORDER

This matter came before the Court on November 20, 2026, on Plaintiffs Amber Braxton and Tavares Andrews' unopposed motion for preliminary approval of their proposed class action and Private Attorneys General Act (PAGA) settlement with Defendant Capital Express Lines, Inc. Having considered the motion, declarations, Settlement Agreement, proposed Class Notice, and the record, and good cause appearing, the Court ORDERS as follows:

1. The Court preliminarily approves the Class Action and PAGA Settlement Agreement and Class Notice (the "Agreement"), attached as Exhibit 1 to the Declaration of Joshua H. Haffner. The Court finds that the proposed Settlement falls within the range of possible final approval under Code of Civil Procedure section 382 and California Rules of Court, rule 3.769. This finding is preliminary and subject to the Final Approval Hearing.

2. The definitions and terms of the Agreement are incorporated by reference into this Order. Capitalized terms not separately defined herein have the meanings assigned in the Agreement.

3. The Gross Settlement Amount is $1,350,000, non-reversionary. Based on the present record, the amount and terms appear fair, reasonable, and adequate in light of the claims, the discovery and investigation conducted, the risks of continued litigation and contested certification, and the arm's-length mediation before Katherine J. Edwards.

4. The Court acknowledges the proposed deductions of attorneys' fees not exceeding $449,955 (33.33% of the Gross Settlement Amount), litigation costs not exceeding $15,000, Class Representative Service Payments not exceeding $10,000 to each Plaintiff, Settlement Administration Expenses not exceeding $15,000, and PAGA Penalties of $42,502.25. The estimated Net Settlement Amount is $807,542.75, subject to the Court's ultimate awards and the Agreement. The Court reserves final determination of all requested fees, costs, service payments, and administration expenses until final approval.

5. For settlement purposes only, the Court conditionally certifies the following Class: all current or former drivers for Defendant who were California residents at any time from May 24, 2020 through the date of preliminary approval (the "Class Period"), as defined in the Agreement. Certification is conditional and shall not constitute a determination concerning certification for

litigation purposes.

6. For settlement purposes only, the Court preliminarily finds that the Class is ascertainable and sufficiently numerous; common questions predominate; the named Plaintiffs' claims are typical; Plaintiffs and counsel will adequately represent the Class; and class treatment is superior for resolving the claims covered by the Settlement.

7. The Court provisionally appoints Amber Braxton and Tavares Andrews as Class Representatives, and Joshua H. Haffner and Samantha A. Salas of Haffner Law PC as Class Counsel.

8. The Agreement allocates $42,502.25 to PAGA Penalties, of which $31,876.68 is allocated to the Labor and Workforce Development Agency (LWDA) and $10,625.57 to Aggrieved Employees. The Court preliminarily finds the allocation within the range of reasonableness, subject to final review. Aggrieved Employees are drivers who were California residents at any time from May 3, 2023 through the date of preliminary approval, as defined in the Agreement. The PAGA release and payments are not subject to class opt-out.

9. The Court approves the form and content of the Class Notice attached as Exhibit A to the Agreement and directs dissemination in English and Spanish in accordance with the Agreement. The proposed notice reasonably informs Class Members of the material Settlement terms, estimated payments, deductions, release, exclusion and objection rights, and procedures to dispute workweeks. The notice plan constitutes the best notice practicable under the circumstances.

10. The Court appoints ILYM Group, Inc. as Settlement Administrator. Within 15 days after entry of this Order, Defendant shall provide Class Data to the Administrator in accordance with Agreement paragraph 77. The Administrator shall update addresses through the National Change of Address database and mail Class Notice by first-class mail in English and Spanish within 10 days after receiving Class Data, pursuant to Agreement paragraph 78. Returned notices shall be skip-traced and re-mailed in accordance with paragraph 79.

11. Class Members shall have 45 days from the initial mailing of the Class Notice to request exclusion, object, or dispute their credited workweeks, in accordance with the Agreement and Class Notice. For re-mailed notices, the applicable deadline shall be extended by 15 days as provided in Agreement paragraph 79. The Administrator shall implement the procedures and

deadlines in the Agreement. Any Participating Class Member may appear at the Final Approval Hearing and present an objection as permitted by law.

12. Participating Class Members will receive Individual Class Payments without submitting a claim form, calculated pro rata according to workweeks during the Class Period. Aggrieved Employees will receive Individual PAGA Payments based on PAGA workweeks, subject to the Agreement. Class Members who validly request exclusion will not receive an Individual Class Payment or be bound by the class release, but remain subject to the PAGA settlement to the extent provided by the Agreement.

13. The Court sets a Final Approval Hearing for Friday, March 19, 2027, at 9:00 A.M., in Department 8A of the Sacramento County Superior Court, before the Honorable Jill H. Talley, or on such other date, time, and in such department as the Court directs. At that hearing, the Court will determine whether the Settlement should receive final approval, whether judgment should be entered, and whether to award the requested fees, costs, service payments, and administration expenses. Plaintiffs shall file their motion for final approval and supporting materials in compliance with applicable law and any further order of the Court.

14. Neither the Settlement nor this Order constitutes an admission by Defendant of liability, wrongdoing, or the propriety of certification outside settlement purposes. If the Settlement does not become effective, is terminated, or fails to obtain final approval, the conditional certification and preliminary approvals in this Order shall be vacated, subject to the Agreement, and the Parties shall retain their respective positions and rights.

15. The Court retains jurisdiction over implementation of the notice process, final approval proceedings, and further matters arising from the proposed Settlement. The Court may continue the Final Approval Hearing and related dates by further order, subject to applicable notice

requirements.

IT IS SO ORDERED.

Dated: _____

_____
HON. JILL H. TALLEY
JUDGE OF THE SUPERIOR COURT

PROOF OF SERVICE
Case No. 24CV073203

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 15260 Ventura Blvd., Suite 1520 Sherman Oaks, CA 91403.

On **June 9, 2026,** I served the foregoing document described as**:**

1. **PLAINTIFFS' NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**
2. **DECLARATION OF JOSHUA H. HAFFNER IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**
3. **DECLARATION OF AMBER BRAXTON IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**
4. **DECLARATION OF TAVARES ANDREWS IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**
5. **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**

on the interested parties in the action by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

ATTORNEY	DEFENDANT
Michelle Finkel Ferber, Esq. Jennifer R. Lucas, Esq. Jessica M Di Palma, Esq. FERBER LAW, A Professional Corporation 2603 Camino Ramon, Suite 385 San Ramon, CA 94583 Email: mferber@ferberlaw.com Email: *jlucas@ferberlaw.com* *Email: jdipalma@ferberlaw.com* *Assistant: cpierce@ferberlaw.com*	Attorney for Defendants: Capital Express Lines, Inc. Telephone: (925) 355-9800

X **(BY ELECTRONIC MAIL)** On the above-mentioned date, from Los Angeles, California, I caused each such document to be transmitted electronically to the party(ies) at the e-mail address(es) indicated above. To the best of my knowledge, the transmission was reported as complete, and no error was reported within 24 hours, that the electronic transmission was not completed.

X **[STATE]** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

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

Executed on October 28, 2026, at Los Angeles, California.

Samantha A. Salas