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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

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

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

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

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).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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,

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

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,

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

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

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

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

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

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

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

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.

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

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

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

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

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

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.

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

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

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

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

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

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

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

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

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

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.

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

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

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

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.

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

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

/ / /

/ / /

/ / /

Dated: May 5/12/2026, 2026

Capital Express Lines, Inc.:

DocuSigned by:
Gurdip Samra
91F0F6D319834B3...

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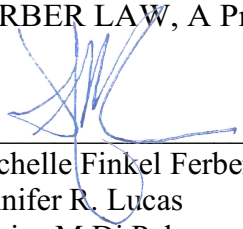
Dated: May 12, 2026

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

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

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 [Date of Preliminary Approval] (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 [Date of Preliminary Approval]. 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?

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

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.)

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 [Date of Preliminary Approval], 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 [Date of Preliminary Approval].

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

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 [Date of Preliminary Approval] (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 [Date of Preliminary Approval] 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 [Date of Preliminary Approval].

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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 the [Date of Preliminary Approval] 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.

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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)

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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 [insert date of preliminary approval] (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 [insert date of preliminary approval] (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].