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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

NOE H. LOPEZ, individually, and on behalf of
all others similarly situated,

Plaintiff,

vs.

SCHNEIDER NATIONAL CARRIERS, INC.;
and DOES 1 through 10, inclusive,

Defendants.

Case No.: 24NNCV05081

[Assigned for all purposes to the Hon. William A.
Crowfoot, Dept. 3]

**DECLARATION OF H. SCOTT LEVIANT
IN SUPPORT OF PLAINTIFF'S MOTION
FOR AN ORDER APPROVING
SETTLEMENT OF CLAIMS BROUGHT
PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT OF 2004**

Date: March 10, 2026
Time: 8:30 a.m.
Courtroom: Dept. 3.
Judge: Hon. William A. Crowfoot

Reservation ID: **717285689735**

Action Filed: October 14, 2024
Trial Date: Not Set

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1. I am admitted, in good standing, to practice as an attorney in the State of California, the United States Supreme Court, the Eighth Circuit Court of Appeals, the Ninth Circuit Court of Appeals, and the United States District Courts for the Central, Eastern, Northern and Southern Districts of California. I have never been subject to discipline by the State Bar of California. I am a fully qualified, adult resident of the State of California, and, if called as a witness herein, I would testify truthfully to the matters set forth herein. All the matters set forth herein are within my personal knowledge, except those matters that are stated to be upon information and belief. As to such matters, I believe them to be true.

3. This Declaration is submitted in support of Plaintiff's MOTION FOR AN ORDER APPROVING SETTLEMENT OF CLAIMS BROUGHT PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF 2004.

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1 indicate that it intended to investigate the alleged violations referenced in the letter.

2 10. On October 15, 2024, Plaintiff commenced this Action by filing a PAGA Complaint
3 seeking penalties against Defendant for failure to pay minimum wages, failure to pay overtime
4 compensation, failure to provide meal periods, failure to authorize and permit rest breaks, failure to
5 indemnify necessary business expenses, failure to timely pay final wages at termination, failure to
6 provide accurate itemized wage statements, and for unfair business practices. On December 3, 2024,
7 Plaintiff filed a First Amended Complaint seeking to recover penalties on behalf of the State of
8 California, on behalf of all Aggrieved Employees that worked for Defendant, but not on Plaintiff's
9 individual behalf. On September 17, 2025, Plaintiff submitted a First Amended letter to the LWDA,
10 identifying additional alleged violations for which penalties would be sought pursuant to PAGA. More
11 than 65 days passed since the letter was sent to the LWDA, and the LWDA did not indicate that it
12 intended to investigate the additional alleged violations referenced in the letter. On January 6, 2026,
13 Plaintiff filed a Second Amended Complaint alleging additional violations for which penalties are
14 alleged and sought pursuant to PAGA. The Second Amended Complaint is the operative complaint in
15 the Action (the "Operative Complaint"). Plaintiff signed an arbitration agreement. The Parties agreed to
16 settle the matter as a PAGA action only.

17 11. Defendant denies the allegations in the Operative Complaint, denies any failure to
18 comply with the laws identified in in the Operative Complaint, and denies any and all liability for the
19 causes of action alleged. Defendant admits to no claim by virtue of its agreement to settle this matter.

20 12. Because Court approval of a PAGA settlement is required, this settlement is presented to
21 this Court for review and approval.

22 13. Counsel for Plaintiff has thoroughly investigated the facts relating to the claims alleged in
23 the operative complaint and have made a thorough study of the legal principles applicable to the claims
24 asserted against Defendant. In addition, through informal discovery, Defendant produced wage and hour
25 policies and practices and time and payroll data for aggrieved employees. We reviewed these records
26 and prepared a damage analysis prior to mediation. Random sampling of time and payroll data was used
27 to control costs and deliver records quickly. The margin of error calculation for the sample of the
28 aggrieved employees in this case is as follows:

$$1.96 \sqrt{\frac{0.5(1-0.5)}{671}} \sqrt{\frac{2700-671}{2700-1}} = \text{margin of error}^1 = 0.0328 = 3.28\%$$

With a random sample of data for 671 employees, the margin of error, using the population adjustment factor, was no more than 3.28 percent.² Class Counsel also investigated the applicable law regarding the claims and defenses asserted in the litigation. Based on their investigation and evaluation of this case, Plaintiff's Counsel has concluded that the settlement is fair, reasonable, and adequate in light of all known facts and circumstances, including the defenses asserted by Defendant, potential adverse findings regarding liability, and numerous potential appellate issues.

14. On August 28, 2025, the Parties participated in an all-day mediation presided over by Jason Marsili, Esq.

15. The Parties memorialized the terms of the settlement in a long-form agreement ("Agreement").

SUMMARY OF THE SETTLEMENT TERMS

16. Key provisions of the proposed settlement include the following:

- (a) Aggrieved Employees: all persons who were employed by Defendant in California in a non-exempt or hourly-paid position and who received wages for work performed for Defendant at any time during the Settlement Period (the period from August 4, 2023 through October 27, 2025). (Agreement, ¶¶ 1, 2.)
- (b) No Reversion: The Settlement is **non-reversionary**. (Agreement, ¶ 32.)

¹ The term "1.96" is derived from a standard deviation table for a 95% confidence interval, known as a "z-table." It is not affected by sample or population size. The margin of error is an "overestimate" of the margin of error because the variance is presumed to be at its highest value, using 0.5(1-0.5) to represent p×q in the variance equation of (p×q)/n.

² The margin of error formula does not require an adjustment factor for extremely large populations. A poll of all potential voters in the United States, for example, does not require an adjustment for the population size, since the second radicand in the equation (the fraction in the second radical sign) is effectively equal to 1. This is because the square root of a fraction that is very close to 1 is even closer to 1. Consider a population of 200 million and a sample of 1,000 individuals from that population. The second radicand is the fraction of 200 million minus 1,000, all divided by 200 million minus 1. That is equal to 0.999995. The square root is 0.99999975, which is indistinguishable from 1 when talking about a margin of error percentage even to the nearest tenth of a percent. But when the population size is much smaller, the population size has a major impact on the margin of error for a given sample size.

- (c) Gross Settlement Amount: Defendant agrees to pay the maximum sum of **\$850,000.00** (hereinafter referred to as the “Gross Settlement Fund” or “GSA”) for settlement of the PAGA Penalties, which shall be inclusive of Plaintiff’s Counsel’s attorney’s fees and costs, the Service Award to Plaintiff, and the settlement administrator’s fees and costs. (Agreement, ¶¶ 5, 32.)
- (d) Net Settlement Amount: At least **\$509,191.58** will be available for distribution to the Aggrieved Employees and the LWDA. Of this amount, the LWDA will receive at least **\$330,974.53** under the Agreement, and Aggrieved Employees will receive at least **\$178,217.05**. (Agreement, ¶¶ 5, 32.)
- (e) Plaintiff’s Award: Plaintiff requests an award of **\$7,500.00** in recognition of the result obtained for the State and others and the provision of a general release. (Agreement, ¶ 32.c.)
- (f) Attorney’s Fees: Plaintiff’s Counsel requests an award of attorney’s fees of not more than 35% of the GSA, which request is currently estimated to be **\$297,500.00**, subject to the escalator clause. (Agreement, ¶ 32.a.)
- (g) Litigation Costs: Plaintiff’s Counsel requests an award of costs, in an amount of not more than **\$27,500.00**. Costs are **\$21,308.42**, and Plaintiff’s Counsel therefore requests **\$21,308.42** in costs. (Agreement, ¶ 32.b.)
- (h) Settlement Administration: Payment to Aggrieved Employees and administration will be accomplished through third-party settlement administrator, Phoenix Class Action Administration Solutions, which has agreed to perform Administrator duties for a fixed fee of **\$14,500.00**. The fee is reasonable, based on all of the services offered. (Agreement, ¶ 32.d; Declaration of H. Scott Leviant [“Leviant Decl.”], ¶ 41; Declaration of Michael Moore [“Moore Decl.”], ¶ 17.)
- (i) Uncashed Checks: Funds represented by checks returned as undeliverable after a re-mailing, and funds represented by checks remaining un-cashed for more than 180 days after issuance, will be tendered to the California Controller’s Unclaimed Property Fund in the name of the respective Aggrieved Employee. (Agreement, ¶

40.)

(j) PAGA Release: In exchange for the above settlement consideration, Defendant shall be entitled to a *specific* release from the LWDA and each and every Aggrieved Employee, including Plaintiff.³ (Agreement, ¶¶ 11, 48.)

(k) Notice to LWDA: The Declaration of H. Scott Leviant confirms that notice was provided to the LWDA and attached the confirmatory submission documents. (Leviant Decl., ¶ 45 and Exh. 3.)

17. A true and correct copy of the PAGA SETTLEMENT AGREEMENT is attached hereto as “**Exhibit 1.**”

THE SETTLEMENT MEETS ALL THE CRITERIA FOR APPROVAL

18. Plaintiff and Plaintiff’s Counsel have diligently investigated the claims in this matter. Plaintiff and Plaintiff’s Counsel concluded, after taking into account the disputed factual and legal issues involved in this Action, the substantial risks attending further prosecution, including risks related to the outcome of possible summary judgment efforts, and the substantial benefits to be received pursuant to the compromise and settlement of the Action as set forth in the Settlement, that settlement on the terms agreed to are in the best interest of Plaintiff and the Aggrieved Employees and are fair and reasonable. Plaintiff’s Counsel brought to bear a great deal of experience with wage and hour actions in negotiating the settlement of this case.

19. Resolution at this time will forestall the need for additional expensive and time-consuming litigation that could very well result in an outcome less satisfactory than that proposed under this settlement. But, before any other consideration, we have agreed to this settlement because it is objectively reasonable. The potential for resolution benefits the aggrieved employees and the State of California, since they do not have to wait additional years for a similar recovery. The efficiency of this litigation benefits the Court, the parties and their counsel. A settled resolution now is the most realistic

³ This comports with settled California Supreme Court authority. *See Arias v. Superior Court*, 46 Cal. 4th 969, 986 (2009) (concluding that “with respect to the recovery of civil penalties, non-party employees as well as the government are bound by the judgment in an action brought under the act....”)

1 method for addressing the claims raised in this matter.

2 20. We have engaged in the necessary investigation in this case that made it possible for us to
3 exercise informed judgment in those aspects of the settlement process in which we were involved. The
4 Defendant in this matter produced important information, including the employee handbook as well as
5 pay and time data for employees. That information, coupled with other data provided, was sufficient to
6 permit Plaintiff's Counsel to adequately evaluate the settlement. Plaintiff had more than enough
7 information upon which to evaluate a fair and reasonable settlement amount.

8 21. Here, the expense, complexity and likely duration of future litigation was to some extent
9 an unknown. However, what is certain is that to adequately establish the foundational violations that
10 would support any penalty award, significant time and expense would be invested. To adequately
11 establish that aggrieved employees experience the alleged violations, and at what frequency, the
12 aggrieved employees would need to be interviewed in a systematic fashion. The process would be
13 expensive and time-consuming. But doing so would have been required, since frequency of violations
14 would need to be established before any penalties could be recovered. As to claims such as meal period
15 and rest break violations, the decisions of aggrieved employees are a major factor in assessing liability.
16 Thus, even if records show a facially non-compliant meal period, no penalty could be assessed
17 automatically. In sum, the evidence collected to date leads us to conclude that, to the extent violations
18 occurred, a fact which Defendant disputes, the violations were *not* systematic and *not* uniform across all
19 of Defendant's employees who worked during the PAGA period. With these considerations in mind, the
20 amount of the Settlement is reasonable. For the PAGA Period, the number of PAGA Pay Periods at
21 issue was estimated to be **103,043** for the **2,700** Aggrieved Employees. Using the blunt formulation of
22 applying the "catch-all" \$100 penalty specified in Labor Code § 2699(f)(2) to each PAGA Pay Period,
23 and assuming that only 10% of the penalties could be established, the total penalty exposure would be
24 **\$1,030,430.00**. This settlement of **\$850,000.00** is a reasonable compromise of that approximated
25 exposure. In addition, with assistance from Plaintiff's data consultant, and after a thorough review of
26 evidence casting serious doubt on the viability of many of the theories of penalty recover, counsel
27 separately estimated the maximum plausible potential PAGA exposure to be, on a penalty-by-penalty
28 basis, to be approximately **\$1,878,252.50**, which includes many overly optimistic assumptions about the

ability to prove the frequency of violations for all aggrieved employees who allegedly experienced issues. The settlement is approximately **45.25%** of that very optimistic exposure calculation (which includes *no* risk reduction discounts), described below:

- Failure to compensate for unpaid wages based on off-the-clock work – Plaintiff alleged that some training video viewing occurred off-the-clock. This would only occur occasionally for each employee, if at all. Assuming 5% of employees were affected in any pay period, the maximum exposure was estimated to be as much as \$515,215.00 (103,043 pay periods × 5% × \$100 penalty). However, Defendant provided records showing that video trainings were time stamped and argued that it checked time clock data to ensure that employees watched training videos on the clock. This theory of liability is disputed.
- Failure to provide meal periods – Almost the entire workforce is regulated by the federal Department of Transportation Hours of Service regulations. As such, California’s meal period requirements are pre-empted. This penalty claim has virtually no value.
- Failure to provide rest breaks – Almost the entire workforce is regulated by the federal Department of Transportation Hours of Service regulations. As such, California’s rest period requirements are pre-empted. This penalty claim has virtually no value.
- Failure to Timely Pay Final Wages – It is estimated that the maximum exposure for this claim is \$75,000.00 (750 former employees × \$100 penalty). However, it is dependent upon the off-the-clock theory of unpaid wages, which is disputed.
- Failure to Furnish Accurate Itemized Wage Statements – Assuming the off-the-clock theory related to trainings is viable, the maximum exposure for this claim is \$1,288,037.50 (103,043 total pay periods × 5% × \$250 penalty). As noted above, this theory of liability is disputed.
- Unreimbursed Business Expenses – Further investigation confirmed that expense reimbursements were not a significant issue affecting Aggrieved Employees. Plaintiff alleged use of his cell phone for work, but Defendant provided evidence that communications tools provided by Defendant were sufficient to accomplish all work-related tasks.
- Investigation of Additional Violation Allegations – Plaintiff investigated the additional alleged violations included in Plaintiff’s First Amended Notice of Labor Code Violation and

1 PAGA Penalties Pursuant to Labor Code § 2699.3. That investigation found no likelihood
2 that additional penalties could be recovered for those violations:

- 3 ○ Reporting time pay – No instances of failure to pay reporting time pay were
4 identified; this was not an issue that could be documented to have occurred.
- 5 ○ Late pay for temporary workers – Defendant did not directly pay any temporary
6 workers; this was not an issue that could be documented to have occurred.
- 7 ○ Deduction of gratuities – Employees of Defendant did not receive gratuities; this was
8 not an issue that could be documented to have occurred.
- 9 ○ Unpaid Accrued Vacation – No instances of failure to pay accrued vacation have
10 been identified.
- 11 ○ Posting of Notices – The best information available indicates that Defendant has
12 provided all required notices to employees.
- 13 ○ Paid Sick Leave – No instance of failure to prove sick leave as required under the
14 Labor Code has been identified.
- 15 ○ Suitable Seating – Seating is not an issue for a workforce of truck drivers.
- 16 ○ Skill Disclosure Restrictions and Activity Restrictions – No instances of skill use and
17 disclosure restrictions were identified. No instances of legal violation disclosure
18 restrictions were identified. No instances of regulating non-work hours and activities
19 were identified.
- 20 ○ Misclassification and Unlawful Employment – No instances of misclassifying
21 employees as independent contractors or hiring minors in violation of California law
22 were identified.
- 23 ○ Health and Safety Violations – No systemic scheduling issues were discovered that
24 would require operating vehicles in an unsafe manner. No instances of requiring
25 transportation of unsafe loads were identified. No restrictions on the use of air
26 conditioning and heating to regulate unreasonable temperatures were identified.

27 22. The PAGA Penalties, pursuant to PAGA and the terms of the Settlement Agreement, will
28 be allocated to the LWDA and all Aggrieved Employees, with sixty-five percent (75%) allocated to the

1 former and thirty-five percent (25%) allocated to the latter.

2 23. The PAGA Penalties, which are estimated to be at least **\$509,191.58⁴**, provide genuine
3 and meaningful relief to the LWDA and all alleged Aggrieved Employees consistent with the dual-
4 purpose of PAGA because it both redresses the alleged Aggrieved Employees for the Labor Code
5 violations they suffered from throughout their employment with Defendant and deters Defendant from
6 violating the Labor Code in the future, in light of the long-term, costly process required to litigate,
7 mediate, and ultimately settle the Action. For these reasons, the PAGA Penalties amount to genuine and
8 meaningful relief consistent with the underlying purpose of PAGA.

9 24. The PAGA Penalties are also reasonable in light of the potential verdict value of all
10 claims released. Indeed, the Settlement Agreement contains a release of all PAGA claims that arise or
11 could arise from the facts underlying the operative Complaint and PAGA Notice, including those related
12 to unpaid wages (such as minimum wages and overtime compensation), meal period premiums, rest
13 break premiums, and unreimbursed business expenses. These claims served as the basis of the alleged
14 Aggrieved Employees' PAGA claims.

15 25. Further reflected in the PAGA Penalties is the potential risks in continuing to litigate the
16 Action, including, but not limited to, the risk of not prevailing at trial, and the risk that, even if Plaintiff
17 prevailed, the PAGA damages would be limited due to the largely discretionary nature of PAGA civil
18 penalties; Defendant's defenses; and the fact that the ultimate purpose of the Action is and has been to
19 obtain genuine and meaningful relief for the LWDA and Aggrieved Employees.

20 21 THE EXPERIENCE OF COUNSEL

22 26. Moon Law Group, PC has been engaged in the practice of employment and labor law for
23 almost a decade and presently focuses exclusively on plaintiffs' employment law. The firm and its
24 lawyers have handled many hundreds of wage-related class actions between them. The firm and its

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27 ⁴ The "PAGA Penalties" (referred to as the "Net Settlement Amount" in the Agreement) equal the
28 GSA (\$850,000.00) less the PAGA Counsel Fees Payment (at least \$297,500.00, subject to the escalator
clause), PAGA Counsel Litigation Expenses Payment (\$21,308.42), Service Award (\$7,500.00), and
Administration Expenses Payment (\$14,500.00).

1 lawyers have successfully settled more than 500 class action matters during that time span. The firm and
2 its lawyers have also tried both bench and jury trials (representing both plaintiffs and defendants) relating
3 to employment matters. Moon Law Group, PC, is routinely appointed lead or co-lead class counsel (or
4 counsel for representative plaintiffs in FLSA representative actions) in federal and state courts in
5 California and elsewhere, by way of motion for class certification or motion for settlement approval. I
6 personally participated in the litigation of more than 600 class actions since 1999, and more than 90
7 percent of those cases were wage and hour matters. While I have not maintained a comprehensive list, I
8 have been appointed as lead or co-lead counsel in many hundreds of class actions.

9 27. Kane Moon received a B.A. in History in 1998 from UCLA. He received his J.D. from
10 Loyola Marymount Law School in 2006. He became an Active Member of the State Bar of California
11 in June 2007 and has been an Active Member in good standing continuously since then. He has been
12 selected to Super Lawyers for 2020-2024.

13 28. Mr. Moon co-founded Moon & Yang, APC, now Moon Law Group, PC, in March 2010.
14 Since that time, Mr. Moon built his practice to have an emphasis on employment and related civil
15 litigation cases. In fact, the practice is focused almost exclusively on advocating for the rights of
16 employees in wage-and-hour litigation through class and representative actions. Moon Law Group, PC is
17 presently class counsel for many dozens of other putative wage-and-hour class and representative action
18 lawsuits pending in various state and federal jurisdictions throughout California. Moon Law Group, PC
19 has also successfully settled hundreds of wage-and-hour cases; tried both bench and jury trials in
20 employment-related matters, representing both plaintiffs and defendants; and been appointed lead or
21 co-lead class counsel in numerous federal and state courts in California. The following is a list of some
22 of the firm's class action settlements that have received preliminary and final approval: *Mark Brulee,*
23 *et al. v. DAL Global Services, LLC* (C.D. Cal. Dec. 20, 2018) No. CV 17-6433 JVS(JCGx), 2018 WL
24 6616659 (class size approx. 2,650; lead counsel) (In approving my \$650 hourly rate, the Court found:
25 "Class Counsel's declarations show that the attorneys are experienced and successful litigators. Other
26 courts have approved the attorneys' current rates for the Moon & Yang, APC attorneys." (*Id.* at *10.);
27 *Sison v. Cha Hollywood Medical Center, L.P.*, LASC BC6441 29 (class size approx. 2,100; co-
28 counsel); *Jones v. Fitness Alliance, LLC*, Riverside Superior Court PSC1404079 (class size approx.

1 1,000; lead counsel); *Gomez v. H Mart Companies, Inc.*, LASC BC671525 (class size approx. 2,500;
2 co-counsel); *Montoya v. Golden 1 Credit Union*, Sacramento Superior Court 34-2018-00228252 (class
3 size approx. 1,900; lead counsel); *Campa v. Bloomingdales, Inc.*, LASC BC700366 (class size
4 approx. 1,500; lead counsel); *Black v. Mission Healthcare Services, Inc.*, LASC 19STCV04602 (class
5 size approx. 1,000; lead counsel); *Onofre v. Caitac Garment Processing, Inc.*, LASC BC702283 (class
6 size approx. 750; lead counsel); *Martinez v. Bail Hotline Bail Bonds, Inc.*, LASC BC700131 (class size
7 approx. 173; lead counsel); *Jones v. Citiguard, Inc.*, LASC BC664890 (class size approx. 587; lead
8 counsel); *Slaughter v. ACA Security Stems, LP*, LASC BC699137 (class size approx. 300; lead
9 counsel); *Taylor v. Sherman's Delicatessen & Bakery, LLC*, LASC BC722765 (class size approx. 515;
10 lead counsel); *Vertti v. Bagcraft Papercon III, LLC*, LASC 19STCV12729 (class size approx. 260;
11 lead counsel); *Rodriguez v. Rossmoyne, Inc.*, LASC BC699137 (class size approx. 220; lead counsel);
12 *Vargas v. AMS Paving, Inc.*, LASC BC722767 (case size approx. 260; lead counsel); *Garcia v. Comfy*
13 *U.S.A. Apparel, Inc.*, LASC BC709630 (class size approx. 210; lead counsel); *Lagos v. ThyssenKrupp*
14 *Elevator Corporation*, LASC BC682972 (\$750,000 for 79 Class Members; lead counsel); *Aparicio v.*
15 *Lineage Logistics, LLC*, LASC BC722764 (class size approx. 155; lead counsel). Mr. Moon's
16 experience is and has been invaluable in assessing the reasonableness of settlements such as the one at
17 issue here.

18 29. Other attorneys working on this matter include Mariam Ghazaryan and Jaeyoung Lee.
19 Mariam Ghazaryan is an associate at Moon Law Group, PC. Ms. Ghazaryan's practice is focused on
20 labor and employment class action lawsuits involving various violations of California and federal labor
21 laws. Ms. Ghazaryan received her undergraduate degree from UC Irvine. She received her law degree
22 from the Southwestern School of Law. Ms. Ghazaryan was admitted to the California bar in December
23 2021 and her billing rate was \$700.00 per hour. Jaeyoung Lee is an associate at Moon Law Group, PC.
24 Mr. Lee's practice is focused on labor and employment class action lawsuits involving various violations
25 of California and federal labor laws. Mr. Lee received his law degree from the UC Davis School of Law.
26 Mr. Lee was admitted to the California bar in May 2022 and his billing rate is \$600.00 per hour.

27 30. I received my undergraduate degree from Occidental College. Graduating cum laude, I
28 majored in economics and received a "minor" emphasis in mathematics. Along with my study of

1 economics and mathematics, I also had an emphasis in physics. This combination of scientific and
2 economic education has been of assistance during my litigation of complex civil actions. I received my
3 Juris Doctor degree from the University of Southern California Law Center.

4 31. My experience relevant to class action litigation includes the following:

5 (a) I have been involved in the litigation of class actions since 1997, working as a
6 law clerk on several class action matters. Since 1999, I have participated as an
7 attorney in the litigation of hundreds of class actions, in California Superior
8 Courts and in federal courts in California, Illinois, and Louisiana. I emphasized
9 litigation of wage and hour class actions beginning in 2005, but I have focused
10 on complex litigation of different types at all times since 1999.

11 (b) Dating back to 1999, some of the earliest cases in which I contributed to my
12 then-firm's efforts as co-lead/liaison counsel include:

- 13 1) *In re Paradise Memorial Park Litigation*, Los Angeles Superior Court
14 Lead Case No. BC130375; and,
15 2) *In re Lincoln Memorial Park Litigation*, Los Angeles Superior Court
16 Lead Case No. BC133643.

17 (c) I have litigated contested class certification motions multiple times, prevailing
18 on many. Examples include the following:

- 19 1) In 2023, I certified a rest break claim against SMS Transportation, in the
20 matter of *Beard v. SMS Transportation*. Rest break claims are notably
21 difficult to certify.
22 2) In 2023, I certified a regular rate claim against Downtown Women's
23 Center, in the matter of *Evans v. Downtown Women's Center*.
24 3) In 2018, I certified wage and hour claims against Home Depot, in the
25 matter of *Utne v. Home Depot*, in the United States District Court,
26 Northern District of California. The contested certification resulted in a
27 certified class of roughly 140,000 individuals.
28

- 1 4) In 2019, I certified a Fair Credit Reporting Act claim related to
2 employment background checks against Wal-Mart Stores, Inc., in the
3 matter of *Pitre v. Wal-Mart Stores, Inc.*, in the United States District
4 Court, Central District of California. The contested certification
5 resulted in a certified class of over 5,000,000 individuals.
- 6 5) In 2018, I fully briefed a contested class certification motion in the
7 matter of *Harelson v. U.S. Aviation*, in the United States District Court,
8 Northern District of California. After certification was fully briefed, the
9 matter successfully settled.
- 10 6) In 2013, I certified an investment fraud suit, in the matter of *Larsen v.*
11 *Coldwell Banker*, in the United States District Court, Central District of
12 California.
- 13 7) In 2012, I fully briefed a contested class certification motion, in the
14 wage and hour matter of *Gillings v. Time Warner*, in the United States
15 District Court, Central District of California. In that matter, summary
16 judgment was granted against my clients, and the certification motion
17 was deemed moot. I appealed to the Ninth Circuit and obtained a
18 reversal of the District Court's decision. Upon remand, the matter
19 settled.
- 20 8) In approximately 2011, I fully briefed a contested class certification
21 motion, in the wage and hour matter of *Gomez v. Lincare, Inc.*, in the
22 Superior Court of California, County of Orange. Certification was
23 denied. The result was appealed, and a partial reversal was obtained.
- 24 9) In approximately 2008, I fully briefed a contested class certification
25 motion, in the wage and hour matter of *Ghazaryan v. Diva Limousine,*
26 *LTD.*, Superior Court of California, County of Los Angeles.
27 Certification was denied. I appealed, handling all briefing, and, in
28 *Ghazaryan v. Diva Limousine, LTD.*, 169 Cal.App.4th 1524 (2009), pet.

1 for rev. denied, I obtained a decision directing the trial court to certify
2 the class. *Ghazaryan* is now widely cited, including by the California
3 Supreme Court, as a comprehensive source for the standards applied to
4 certification motions in California.

5 10) In approximately 2006, I fully briefed a contested class certification
6 motion, in the wage and hour matter of *Laliberte v. Pacific Mercantile*
7 *Bank*, Superior Court of California, County of Orange. Certification
8 was denied. I appealed, handling all briefing. The published opinion of
9 *Laliberte v. Pacific Mercantile Bank*, 147 Cal.App.4th 1 (2007), rev.
10 denied, pet. for cert. den. resulted, and I petitioned for a Writ of
11 Certiorari related to certification due process issues.

12 11) In approximately 2008, I assisted with briefing of a contested class
13 certification motion, in the wage and hour matter, against the
14 Automobile Club of Southern California (AAA). A class was certified
15 and the matter tried.

16 (d) I have prosecuted appeals in more than 20 class action matters alone, arguing
17 before the United States Court of Appeals for the Ninth Circuit Court and
18 several of California's Courts of Appeal. I have taken several appeals through
19 to Petitions for Writs of Certiorari to the United States Supreme Court. In
20 connection with the appeals I have handled, I have participated in appeals
21 resulting in decisions concerning or relating to class actions or wage and hour
22 issues. Among others, those include:

- 23 1) *Camp v. Home Depot, U.S.A., Inc.*, 84 Cal. App. 5th 638 (October 24,
24 2022), rev. granted (February 1, 2023);
25 2) *Donohue v. AMN Services, Inc.*, (February 25, 2021) (amicus counsel)
26 3) *Gilberg v. California Check Cashing Stores, LLC*, 913 F.3d 1169 (9th
27 Cir. Jan. 29, 2019), pet. for rehearing and pet. for *en banc* rehearing den.;
28 4) *Troester v. Starbucks Corporation*, 5 Cal. 5th 829 (2018), as modified on

denial of reh'g (Aug. 29, 2018);

- 5) *Gillings v. Time Warner Cable LLC*, 583 Fed.Appx. 712 (9th Cir. 2014);
- 6) *Ghazaryan v. Diva Limousine, LTD.*, 169 Cal. App. 4th 1524 (2009), pet. for rev. denied;
- 7) *Laliberte v. Pacific Mercantile Bank*, 147 Cal. App. 4th 1 (2007), rev. denied, pet. for cert. denied;
- 8) *Alvarez v. May Dept. Stores Co.*, 143 Cal. App. 4th 1223 (2006), rev. denied, pet. for cert. denied;
- 9) *Johnson v. Glaxosmithkline, Inc.*, 166 Cal. App. 4th 1497 (2008), rev. denied;
- 10) *Howard, et al. v. America Online, Inc.*, 208 F.3d 741 (9th Cir. 2000), pet. for cert. denied;
- 11) *Brown v. Ralphs Grocery Company*, 197 Cal. App. 4th 489 (2011) (amicus counsel);
- 12) *D. R. Horton, Inc. and Michael Cuda*, Case 12–CA–25764, 357 NLRB No. 184 (January 3, 2012) (amicus counsel).

(e) I was the lead appellate author in a matter before the California Supreme Court that generated substantial interest in the field of wage and hour litigation. That matter, *Troester v. Starbucks Corporation*, resolved a significant issue of whether, under California law, a *de minimis* defense exists to the employer's obligation to pay all wages for all compensable time worked by an employee.

(f) I was the lead appellate counsel in a matter before the California Court of Appeal (Sixth Appellate District) that generated substantial interest in the field of wage and hour litigation. That matter, *Camp v. Home Depot, U.S.A., Inc.*, held that prior jurisprudence erroneously concluded that, under California law, underpayment of wages as a result of rounding of time clock punches is lawful so long as the rounding was neutral on its face and as applied. *Camp* is now pending before the California Supreme Court but remains citable as authority

pursuant to an Order of the California Supreme Court.

(g) In addition to my work on complex litigation matters and class actions, I have authored published articles and columns on issues related to class actions and other litigation issues, including:

- 1) H. Scott Leviant, *Unintended Consequences*, 6 U.C. Davis Bus. L.J. 18 (2006), at <http://blj.ucdavis.edu/article.asp?id=636> (May 1, 2006);
- 2) H. Scott Leviant and Lilit Ter-Astvatsatryan, *Where Troester Stops Not Even Troester Knows*, DAILY JOURNAL (Los Angeles), July 2, 2019;
- 3) H. Scott Leviant and Lilit Ter-Astvatsatryan, *Unaccounted Time: Reading the Tea Leaves of Troester*, DAILY JOURNAL (Los Angeles), September 12, 2018;
- 4) Dennis F. Moss and H. Scott Leviant, *Class Actions: One step forward after two steps back*, DAILY JOURNAL (Los Angeles), January 11, 2012;
- 5) H. Scott Leviant, *Arbitration: A Look Back, a Look Ahead*, DAILY JOURNAL (Los Angeles), December 28, 2010;
- 6) H. Scott Leviant, *Witnesses Cannot Hide*, Daily Journal (Los Angeles), April 21, 2010;
- 7) H. Scott Leviant, *Divide and Conquer: The New Paradigm of Class Action Defense?*, FORUM, January/February 2009
- 8) H. Scott Leviant, *Class Action Appellate Report*, FORUM, 2009-2010 (Ongoing series);
- 9) H. Scott Leviant & Linh Hua, *Legislature Using Purse Strings to Bind Judiciary*, Daily Journal (San Francisco), March 15, 2010;
- 10) H. Scott Leviant, *Wrongfully Recused?*, DAILY JOURNAL (Los Angeles), December 2, 2009;
- 11) H. Scott Leviant, *Cutting Class*, DAILY JOURNAL (Los Angeles), April 15, 2008;
- 12) H. Scott Leviant, *Leveling The Playing Field*, DAILY JOURNAL (Los

Angeles), May 4, 2007;

13) H. Scott Leviant, *A Bad Meal Deal: 'Brinker' Gets the Incentive Question Wrong*, DAILY JOURNAL (Los Angeles), August 6, 2008;

14) H. Scott Leviant & Jason E. Barsanti, *Maximize Recovery in Unpaid Wage Cases*, FORUM, January/February 2008;

15) H. Scott Leviant, et al., *Electronic Evidence: No Longer an Optional Element in a Comprehensive Litigation Plan*,

16) ADVOCATE, April 2006;

17) H. Scott Leviant, *Improving Rule 12(b)(6) survival odds: Some considerations for effective RICO pleading*, CIVIL RICO REPORT, Volume 15, Number 22, April 26, 2000 (LRP Publications).

(h) In addition to publications in industry newspapers, periodicals and journals, I am the Supervising Editor, primary author and founder of the legal blog The Complex Litigator (<http://www.thecomplexlitigator.com>). The Complex Litigator reports and comments on news and topics relevant to class action and complex litigation practice, with a primary emphasis on wage and hour litigation issues. Through my blog, I have also, on occasion, published podcasts of round table discussions with preeminent members of the wage and hour practice bar on both the plaintiff and defense sides. My blog has been cited to the California Supreme Court in at least one Petition for Review. The Complex Litigator has been in existence since 2008, having outlasted many other legal blogs, and it has a unique readership that numbers in the tens of thousands.

(i) I have also lectured on issues related to class actions and complex litigation, including the following educational seminars:

1) *Strategies for Settlement of Individual and Wage & Hour Class Actions*, Bridgeport's Eighth Annual Wage & Hour Litigation Conference (December 16, 2011)

2) *The Year in Review – Staying Abreast of Current Cases*, Consumer

Attorneys of San Diego Class Action Symposium

- 3) (October 14, 2011)
- 4) *Concepcion v. AT&T and Derivative Wage & Hour Claims*, Bridgeport's Mid Year Wage & Hour Litigation Conference (June 3, 2011)
- 5) *Advanced Principles: UCL Remedies and Defenses*, 20th Annual Golden State Antitrust and Unfair Competition Law Institute (October 21, 2010)
- 6) *Refining Your Wage and Hour Practice*, 2010 CELA Annual Conference (October 2, 2010)
- 7) *Word v. WordPerfect Software, Tips, Tools and Tricks*: Legal Technology for Plaintiffs Employment Lawyers (September 30, 2010)
- 8) *California's 17200 -- Its Use and Abuse*, Federalist Society (May 19, 2010)
- 9) *20 Tips for Successful Navigation of e-Discovery Requirements*, Los Angeles County Bar Association's Thirtieth Annual Labor and Employment Law Symposium (March 31, 2010)
- 10) *Social Networking for Lawyers: A Roadmap to Success*, Los Angeles County Bar Association's 2nd Annual two-day 2009 Small Firm and Solo Practitioners Conference: MISSION POSSIBLE (June 25, 2009)
- 11) *A Seminar Overview of the Current State of Employment Law*, The Westchester/LAX/Marina Del Rey Chamber of Commerce (February 23, 2006)

- (j) I served three consecutive years as an elected member of the Board of Governors of the Consumer Attorneys of California. In that capacity, I worked to preserve the right of California's consumers and employees to bring proposed class actions. For example, I provided assistance to CAOC in its successful effort to defeat AB 298, which would have substantially impaired the ability of plaintiffs to prosecute class actions in California. More recently, on behalf of CAOC, I co-authored several requests for publication of unpublished class

1 action decisions, including one such request in *Jaimez v. Daiohs USA, Inc.*, 181
2 Cal. App. 4th 1286 (2010), and authored amicus briefs for CAOC in the Eighth
3 Circuit matter entitled *Avritt v. Reliastar Life. Ins. Co.*, Case No. 09-2843, the
4 California Supreme Court matter entitled *Californians for Disability Rights v.*
5 *Mervyn's, LLC*, 39 Cal. 4th 223 (2006), and the California Court of Appeal
6 matter entitled *Brown v. Ralphs Grocery Company*, 197 Cal. App. 4th 489
7 (2011).

8 32. My current contingent billing rate is consistent with my practice area, legal market and
9 accepted hourly rates:

- 10 (a) In the December 8, 2008 article “Billable Hours Aren’t the Only Game in Town
11 Anymore,” *NATIONAL LAW JOURNAL*, the following hourly billing rates were
12 reported by Sheppard Mullin Richter & Hampton, a leading firm in the defense of
13 wage-and-hour class actions that I have frequently opposed when litigating wage-
14 and-hour class actions: Partners: \$475-\$795; Associates: 1st Year - \$275, 2nd Year
15 - \$310, 3rd Year - \$335, 4th Year - \$365, 5th Year - \$390, 6th Year - \$415, 7th
16 Year - \$435, 8th Year - \$455.
- 17 (b) In 2009 I was retained as appellate counsel in the appeal of a denial of class
18 certification. For the specialized work on that appeal, I charged an hourly rate of
19 \$650.00 per hour, a rate the hiring co-counsel accepted.
- 20 (c) The 2024-25 Adjusted Laffey Matrix states that an attorney with 20 or more years
21 experience can reasonably charge \$1,141 per hour.
22 <http://www.laffeymatrix.com/see.html>.⁵ That rate is derived from the Washington,
23 D.C. area and requires a costs of living evaluation for use in Los Angeles. Using
24 federal statistics for average attorney salaries, attorney pay is 4.9% lower in Los
25 Angeles, compared to Washington, D.C., indicating a 4.9% downward adjustment
26 to the Laffey Matrix may be appropriate.

27
28 ⁵Last viewed October 15, 2024.

<https://www.bls.gov/oes/current/oes231011.htm>.⁶ However, using federal employee pay tables, federal employee wages are equal when Los Angeles is compared to Washington, D.C., indicating no adjustment to the Laffey Matrix is appropriate. <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2017/general-schedule/>.⁷ And, using Schedule 9 of 5 U.S.C. § 5332, there is a 3% differential favoring Los Angeles. Thus, something in the range of a 4.4% locality reduction to a 3.0% locality increase appears appropriate here. Thus, applying an adjustment factor of 0.0%, the locality corrected Adjusted Laffey Matrix hourly rate for attorneys with 20 or more years of experience is \$1,141. The complete Adjusted Laffey Matrix is set forth below.

- (d) The full 2024-2025 Adjusted Laffey Matrix provides for the following hourly rates for paralegal/law clerks and attorneys falling into various ranges of years of experience:

Year	Adj. Factor**	Paralegal Clerk	1-3	4-7	8-10	11-19	20+
6/01/24-5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1141

- (e) I have been selected to Super Lawyers from 2012-2025, achieving that professional recognition for more than a decade. I was selected for the Rising Stars edition of Super Lawyers in 2009.
- (f) Based upon my practice area, geographic market, experience, including all of the above information, reputation, and generally accepted hourly rates, my current, hourly billing rate is now \$975.00, which is well below the presumed appropriate hourly rate of \$1,141 for attorneys with 20 or more years of experience.

⁶Last viewed January 30, 2024.

⁷ Last viewed January 30, 2024.

33. When this case was taken on a contingent fee basis, with the firm agreeing to assume responsibility for litigation costs, the ultimate result was far from certain. In the course of this litigation, Moon Law Group, PC, paid filing fees, copy charges, Westlaw fees, and mailing, telephone and express mail charges. There was never a guarantee that Moon Law Group, PC, would recoup those expenditures. The firm took on this case, which necessarily required the firm to forego other opportunities, given finite resources to devote to cases.

35. Counsel's experience in employment class actions and PAGA cases was integral in evaluating strengths and weaknesses of the case against Defendants and the reasonableness of the settlement. Practice in the narrow fields of wage and hour litigation requires skill and knowledge concerning the rapidly evolving substantive law (state and federal), as well as the procedural law of class action and PAGA action litigation.

(a) Numerous interviews with Plaintiff and review of documents provided by Plaintiff;

(b) Legal research and investigation regarding the Defendant's practices;

- (c) Preparation of multiple drafts of the original complaint and finalization and filing of the original complaint;
- (d) Preparation of multiple drafts of the subsequent complaint and finalization and filing of the subsequent complaint;
- (e) Review of documents and data produced by Defendant;
- (f) Analysis of the audit results and preparation of a damages model for informal settlement negotiations;
- (g) Consultations with data analyst;
- (h) Research regarding additional potential claims against Defendant;
- (i) Interviews of Aggrieved Employees;
- (j) Preparation of Plaintiff's Mediation Statement;
- (k) Preparation of an amended PAGA Violation Notice letter;
- (l) Draft Second Amended Complaint;
- (m) Drafting, negotiating, and reviewing multiple drafts of the Settlement Agreement and attachments; and
- (n) Preparation of the motion for settlement approval.

37. The actual lodestar incurred by Plaintiff's Counsel is approximately **\$169,042.50** to date, based on the firm's contemporaneous time recording software, and I did not bill for a significant amount of time related to numerous other short activities. The breakdown of work by attorney is as follows:

Attorney	Time	Rate	Total
Kane Moon	45.2	\$950	\$42,940.00
H. Scott Leviant	97.1	\$975	\$94,672.50
Mariam Ghazaryan	26.3	\$700	\$18,410.00
Jaeyoung Lee	21.7	\$600	\$13,020.00
	190.3	Total:	\$169,042.50

That lodestar would be higher if I included the estimated five hours of additional time that I did not include in by billing entries. The bottom line is that attorneys for Plaintiff invested substantial amounts of time pursuing informal discovery and evaluating data before and after the settlement negotiations in

1 this matter. Those efforts led to this settlement.

2 38. I also anticipate that we will spend an additional five (5) hours on this matter, appearing
3 at the hearing of this Motion, working with the administrator to process the Settlement, and preparing
4 final accounting filings after distribution of the Settlement. In total, with unbilled and future work
5 includes, I estimate the total lodestar will be no less than \$178,792.50.

6 39. Our fee request is approximately **\$297,500.00**, which is 35% of the Gross Settlement
7 Amount, as specified in the Settlement Agreement. As we are requesting a fee of \$297,500.00 this
8 represents a modest multiplier of approximately 1.66. Multipliers between two and four are common
9 and reasonable for a lodestar crosscheck. Therefore, Plaintiff's Counsel requests a reasonable award
10 of attorney's fees of not more than 35% of the GSA, which is currently estimated to be **\$297,500.00**.

11 40. The Agreement also provides for the award of actual costs. Plaintiff's actual, out-of-
12 pocket costs in taking on representation in this Lawsuit on a contingency basis will be at least
13 **\$21,308.42**, as set forth in "**Exhibit 2.**" The costs are capped under the Settlement at \$27,500.00, and
14 actual costs are below that cap. Therefore, Plaintiff requests a cost award of **\$21,308.42**.

15 16 THE THIRD-PARTY ADMINISTRATOR

17 41. The parties have agreed that administration will be handled by a third-party administrator.
18 (Agreement, ¶ 7.). In counsel's experience as class counsel in similar wage-and-hour actions with a
19 similar number of employees, Phoenix Class Action Administration Solutions is fully capable of
20 administering the Settlement at a competitive and reasonable cost and should be approved by the Court
21 to administer the Settlement notice process. Administration will cost **\$14,500.00**. See concurrently filed
22 Declaration of Michael Moore. This firm has no relationship with Phoenix Class Action Administration
23 Solutions, other than as a client retaining a vendor of services via an arms-length transaction. We have
24 no ownership interest in Phoenix Class Action Administration Solutions.

25 26 EXHIBITS

27 42. As noted above, a true and correct copy of the PAGA SETTLEMENT AGREEMENT is
28 attached hereto as "**Exhibit 1.**"

43. Attached hereto as “**Exhibit 2**” is a true and correct copy of Plaintiff’s Counsel’s current costs for this matter.

44. Attached hereto as “**Exhibit 3**” is a true and correct copy of confirmation of the submission of the PAGA SETTLEMENT AGREEMENT to the LWDA.

NOTICE WAS PROVIDED TO THE LWDA

45. A copy of the PAGA SETTLEMENT AGREEMENT was submitted to the LWDA prior to the filing of this motion. That submission is attached hereto as “**Exhibit 3.**” I have also directed service of the Motion documents on counsel for other plaintiffs with pending PAGA action against Defendant.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed on January 22, 2026, at Los Angeles, California.


H. Scott Leviant, Esq. "Declarant"

Exhibit “1”

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims (“Agreement” or “Settlement”) is entered into between Plaintiff Noe Lopez (“Plaintiff”), on his own behalf and as a proxy on behalf of the California Labor and Workforce Development Agency (the “LWDA”) and as representatives of the “Aggrieved Employees” described herein, on the one hand, and Defendant Schneider National Carriers, Inc. (“Defendant”), on the other hand. Plaintiff and Defendant are referred to herein collectively as the “Parties.”

DEFINITIONS

A. Definition of “Aggrieved Employees” and “Settlement Period”

1. “Aggrieved Employees” shall mean all persons who were employed by Defendant in California in a non-exempt or hourly-paid position and who received wages for work performed for Defendant at any time during the Settlement Period.

2. “Settlement Period” means the inclusive time period from August 4, 2023 through October 27, 2025.

B. Additional Definitions

When used in this Agreement, along with the specified terms set forth above and elsewhere in this Agreement, the following terms have the meanings specified below:

3. “Court” means the Superior Court of the State of California for the County of Los Angeles.

4. “Effective Date” means 65 days after service of notice of entry of the Court’s Order approving this Settlement and judgment thereon, or if an appeal is taken from any aspect of the Court’s Order regarding approval of this Agreement and/or the judgment entered thereon, then 21 days after the latest of (i) the date the appeal is withdrawn, (ii) the date upon which all available avenues of appellate review are exhausted with no further review possible, or (iii) the date upon which an appellate decision affirming the Order granting approval of the Settlement or judgment thereon becomes final and is not subject to further appellate review.

5. “Gross Settlement Fund” means Eight Hundred and Fifty Thousand Dollars and

Zero Cents (\$850,000.00), which is the total maximum sum that Defendant has agreed to pay to settle the Lawsuit in accordance with the terms of this Agreement. In no event will Defendant be required to pay more than this amount under the terms of this Agreement including, but not limited to, governmental and other penalties payments (including to the LWDA as set forth below), if any, settlement administration fees and costs, and attorneys' fees and costs. None of the Gross Settlement Fund will be payable by Defendant prior to approval by the Court of the settlement and the occurrence of all conditions precedent as set forth in this Settlement Agreement as approved by the Court.

6. "Labor Code" shall mean the California Labor Code.

7. "Lawsuit" shall mean the PAGA representative action styled as *Noe Lopez, individually, and on behalf of all others similarly situated, v. Schneider National Carriers, Inc., and Does 1 through 10, inclusive*, Los Angeles County Superior Court, Case No. 24NNCV05081.

8. "PAGA" shall mean the California Labor Code Private Attorneys General Act, California Labor Code § 2698, *et seq.*

9. "Plaintiff" or "Named Plaintiff" shall refer to Plaintiff Noe Lopez.

10. "Plaintiff's Counsel" means Kane Moon, H. Scott Leviant, and Jaeyoung Lee of Moon Law Group, PC. As set forth below, Plaintiff's Counsel may apply to the Court for an award to be paid from the Gross Settlement Fund of attorneys' fees and costs and expenses incurred in connection with the prosecution of this matter, and all of the work remaining to be performed by Plaintiff's Counsel in documenting the Settlement, securing Court approval of the Settlement (including all related appellate work, if any), carrying out their duties to see that the Settlement is fairly administered and implemented, and obtaining dismissal of the action.

11. The "Released Claims" means any claim for civil penalties under the PAGA and all other related remedies available under the PAGA for all allegations, claims, debts, rights, demands, charges, complaints, actions, causes of action, guarantees, interest, costs, expenses, attorneys' fees, damages, obligations or liabilities of any and every kind, contingent or accrued, that are, were or reasonably could have been alleged or asserted based upon the facts and/or

theories alleged in the PAGA claims filed in the Lawsuit (including the Second Amended Complaint to be filed as a condition of this settlement), and/or in any notice provided pursuant to PAGA by Plaintiff to the LWDA and Defendant (including, without limitation, in Plaintiff's August 4, 2024 PAGA Notice and September 17, 2025 First Amended PAGA Notice), arising out of, based on or related to any violation of California Labor Code Sections 96, 98.6, 200, 201, 201.3, 201.5, 201.7, 202, 203, 203.5, 204, 204a, 204.1, 204.2, 205, 205.5, 206, 206.5, 210, 212, 221, 222, 222.5, 223, 226, 226.2, 226.3, 226.7, 226.8, 227.3, 231, 232, 232.5, 233, 245, 246, 351, 353, 404, 432, 432.3, 432.5, 432.7, 432.8, 450, 510, 511, 512, 551, 552, 558, 1101, 1102, 1102.5, 1174, 1174.5, 1182, 1182.12, 1194, 1197, 1197.1, 1197.5(k), 1198, 1198.5, 1199, 1290, 1292, 1293, 1294.1, 1301, 1391, 1475, 1527, 1695, 1695.55, 1696, 1696.5, 1700.31, 1771, 1774, 1775, 1776, 1811, 1815, 2673, 2698, 2699, 2699.3, 2800, 2802, 2810, 2810.5, 3366, 3457, 6300, 6301, 6309, 6311, 6400, 6401, 6402, 6403, 6404, 6406, 6423, 6424, 6425, 6426, 6427, 6428, 6429, 6430, 6431, 6432, 6433, 8397.4, California Code of Regulations, Title 8, § 3395, and the Wage Order pertaining to suitable seating and any other Wage Order deemed to apply, that occurred, arose or accrued at any time during the Settlement Period.

12. "Released Parties" means Defendant Schneider National Carriers, Inc. ("Defendant") and its past, present, and future affiliates, parent companies, and subsidiaries (including without limitation Schneider National, Inc.), and with respect to each such entity, all of its shareholders, officers, officials, partners, directors, members, owners, servants, employees, employers, agents, contractors, attorneys, insurers, predecessors, representatives, accountants, executors, personal representatives, successors and assigns, past, present, and future, and each and all of their respective officers, partners, directors, members, owners, servants, agents, shareholders, employees, employers, agents, contractors, representatives, executors, personal representatives, accountants, insurers, attorneys, and any employee benefit plans of any nature and the respective trustees, administrators, sponsors, fiduciaries, successors, agents and employees of all such plans, predecessors, successors and assigns, past, present, and future, and all persons acting under, by, through, or in concert with any of them.

13. “Service Award” means the service award to be paid to Plaintiff, in the amount of up to Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00), which, subject to Court approval, will be paid out of the Gross Settlement Amount.

14. “Settlement Administrator” means Phoenix Class Action Administration Solutions (“Phoenix”), which is a qualified third-party settlement administrator retained by the Plaintiff’s Counsel to issue checks, handle all tax reporting, issue appropriate tax forms to Plaintiff, Plaintiff’s Counsel, and all Aggrieved Employees, and handle such other related tasks as the Parties may request. The Settlement Administrator’s duties of administration shall include, without limitation, receiving and updating through normal and customary procedures the list of Aggrieved Employees to be produced by Defendant, so that it is updated prior to the Notice of Settlement Payment and checks being mailed, printing and mailing the Court approved Notice of Settlement Payment, performing necessary additional skip traces on Notices of Settlement Payment and/or checks returned as undeliverable, calculating Aggrieved Employees’ shares of the Settlement Amount, preparing and mailing of settlement checks, responding to Aggrieved Employees’ inquiries as appropriate, preparing any appropriate tax forms in connection with the settlement payments and remitting those forms and any required payments to the appropriate governmental agencies, and generally performing all normal and customary duties associated with the administration of such settlements. All administration fees for the Settlement Administrator’s services will be paid out of the Gross Settlement Fund.

BACKGROUND AND FACTUAL RECITALS

15. On August 7, 2024, Plaintiff, through his attorneys, filed a putative class action complaint in the Los Angeles County Superior Court, styled as *Noe H. Lopez, individually, and on behalf of all others similarly situated, v. Schneider National Carriers, Inc., and Does 1 through 10, inclusive*, Case No. 24STVV19934 against Defendant on behalf of all non-exempt, hourly employees who worked for Defendant in California during the four-year period prior to the filing of his Complaint for the following claims: (1) failure to pay minimum wages; (2) failure to pay overtime compensation; (3) failure to provide meal periods; (4) failure to authorize and permit rest

breaks; (5) failure to indemnify necessary business expenses; (6) failure to timely pay final wages at termination; (7) failure to provide accurate itemized wage statements; and (8) unfair business practices. (“Class Complaint”). On September 11, 2024, Schneider removed the action to federal court under the Class Action Fairness Act. On October 30, 2024, after meeting and conferring about Schneider’s Mediation and Arbitration Policy (the “SMAP”), the Parties filed a stipulation to dismiss without prejudice the Class Complaint pending in federal court.

16. On August 4, 2024, Plaintiff, through his attorneys, sent a letter via online submission to the LWDA and Defendant, respectively, providing notice of the following alleged violations as to all allegedly aggrieved employees: (1) failure to pay minimum and overtime wages in violation of Labor Code §§ 204, 510, 1194, 1197, and 1198; (2) failure to provide meal periods in violation of Labor Code §§ 226.7, 512 and applicable Wage Orders; (3) failure to authorize and permit rest breaks in violation of Labor Code § 226.7 and applicable Wage Orders; (4) failure to maintain accurate records of hours worked and meal periods taken or missed in violation of Labor Code § 1174.5 and applicable Wage Orders; (5) failure to reimburse and indemnify necessary business expenses in violation of Labor Code § 2802; (6) failure to pay all vacation wages at termination in violation of Labor Code § 227.3; (7) failure to timely pay final wages at termination in violation of Labor Code §§ 201-203; (8) failure to provide accurate itemized wage statements in violation of Labor Code § 226; and (9) failure to pay all earned wages two times per month in violation of Labor Code § 204. The LWDA elected not to investigate the alleged violations. Accordingly, by operation of law (Labor Code § 2699(a) and § 2699.3(a)), Plaintiff was “deputized” to proceed with a civil lawsuit for civil penalties on behalf of himself, the LWDA, and other allegedly “aggrieved employees.”

17. On October 15, 2024, Plaintiff, through his attorneys, commenced a PAGA representative action lawsuit in the Los Angeles County Superior Court, styled as *Noe Lopez, individually, and on behalf of all others similarly situated, v. Schneider National Carriers, Inc., and Does 1 through 10, inclusive*, Case No. 24NNCV05081, against Defendant on behalf of himself, and “all Aggrieved Employees that worked for Defendant,” and on behalf of the State of

California (the “PAGA Complaint”). The PAGA Complaint sought PAGA penalties for the alleged violations: (1) failure to pay minimum and overtime wages in violation of Labor Code §§ 204, 510, 1194, 1197, and 1198; (2) failure to provide meal periods in violation of Labor Code §§ 226.7, 512 and applicable Wage Orders; (3) failure to authorize and permit rest breaks in violation of Labor Code § 226.7 and applicable Wage Orders; (4) failure to maintain accurate records of hours worked and meal periods taken or missed in violation of Labor Code § 1174.5 and applicable Wage Orders; (5) failure to reimburse and indemnify necessary business expenses in violation of Labor Code § 2802; (6) failure to timely pay final wages at termination in violation of Labor Code §§ 201-203; and (7) failure to provide accurate itemized wage statements in violation of Labor Code § 226.

18. On December 3, 2024, Plaintiff filed a First Amended Complaint seeking to recover penalties on behalf of the State of California, on behalf of all Aggrieved Employees that worked for Defendant, but not on Plaintiff’s individual behalf (the “FAC”).

19. On January 16, 2025, after further meeting and conferring regarding the Parties filed a joint stipulation to submit Plaintiff’s individual PAGA claim in arbitration pursuant to the SMAP and to stay the PAGA Action on behalf of the other allegedly aggrieved employees pending completion of arbitration of Plaintiff’s individual Labor Code disputes. On the same day, the Court granted the stipulation to arbitrate Plaintiff’s individual PAGA claim and any individual disputes in the FAC and stayed the Lawsuit.

20. On August 28, 2025, the Parties participated in a mediation of the Lawsuit. Prior to the mediation, the Parties engaged in an extensive exchange of data and materials (including Aggrieved Employee data and the provision of Defendant’s relevant written policies), and following the mediation and extended negotiations, the Parties reached a settlement of the Lawsuit, with such settlement subject to the negotiation, preparation and execution of this Agreement and the Court’s approval thereof. As part of this Settlement, and as the result of information discovered by Plaintiff during the course of reviewing disclosed documentation and preparing for mediation, the Parties have agreed to move for settlement approval in the Lawsuit based on a Second

Amended Complaint (“SAC”), in a form to be drafted by Plaintiff and approved by Defendant, which will be filed in the Lawsuit via a joint stipulation following the execution of this Agreement. The SAC shall assert, *inter alia*, all of the underlying claims, causes of action, and factual theories pled in the Lawsuit and additional facts and theories discovered during the course of preparing for mediation, and/or in any notice provided pursuant to PAGA by Plaintiff to the LWDA and Defendant (including, without limitation, in Plaintiff’s August 4, 2024 PAGA Notice and September 17, 2025 First Amended PAGA Notice), which are being settled pursuant to this Agreement. The Parties agreed that in the event the Court does not grant approval of the Settlement, then the SAC will be deemed withdrawn *ab initio*. For purposes of the Settlement only, Defendant will waive any defenses to the timeliness of any PAGA letters sent to the LWDA and any PAGA claims alleged in the SAC, and treat all such PAGA claims as running from the earliest possible PAGA limitations period applicable to Plaintiff.

21. Defendant at all times has denied liability or wrongdoing with respect to Plaintiff’s claims and maintains this position. Nonetheless, Defendant has concluded that further litigation will be protracted and expensive, and would also divert management and employee time. Defendant has taken into account the uncertainty and risks inherent in litigation and has, therefore, concluded that it is desirable that the claims in the Lawsuit be settled in the manner and upon the terms and conditions set forth in this Agreement.

22. The Parties expressly acknowledge that nothing in this Agreement, nor the fact of the Agreement itself, shall be construed or deemed an admission of liability, culpability, negligence or wrongdoing of any kind by Defendant, nor shall it constitute an admission on behalf of Defendant of any fact or allegations against it. Defendant at all times has denied Plaintiff’s claims and maintains this position.

23. Plaintiff and Plaintiff’s Counsel believe that the claims asserted in the Lawsuit have merit. Plaintiff and Plaintiff’s Counsel, however, recognize and acknowledge the significant expense and length of continued proceedings necessary to prosecute the litigation of the Released Claims against Defendant through trial and through appeals. Plaintiff and Plaintiff’s Counsel are

also mindful of the possible defenses to the Released Claims. After careful consideration and mediation, Plaintiff and Plaintiff's Counsel have concluded that it is desirable that the Lawsuit be settled in the manner and upon the terms and conditions set forth in this Agreement.

24. Defendant contends that there is inherent risk in proceeding with this Lawsuit on the current uncertainty of California jurisprudence with respect to the PAGA and the underlying claims. Because Defendant asserts that a majority of Aggrieved Employees have entered into arbitration agreements with Defendant, and in light of the foregoing and other legal defenses asserted as to the merits of Plaintiff's claims and the significant variations in Defendant's operations, the Parties agree that the Settlement set forth herein adequately balances the risk of proceeding with the claims against any potential recovery for Plaintiff, the LWDA, and the Aggrieved Employees and, therefore, the Agreement represents a fair and just compromise of the Released Claims.

25. It is the desire of the Parties that Plaintiff shall release fully and completely for the Settlement Period, with respect to Plaintiff, the LWDA, and all Aggrieved Employees, all of the Released Claims.

26. The Parties and their respective counsel of record deem the Agreement to be fair and reasonable and have arrived at the Agreement in arms-length negotiations, taking into account all relevant factors, present or potential.

COURT APPROVAL OF THE AGREEMENT

27. The Parties and their respective counsel shall, in good faith, take all necessary steps to implement this Agreement, any steps that may be requested by the Court relating to the approval of this Agreement as quickly as possible, and shall otherwise use their respective best efforts to obtain Court approval of this Agreement and implement this Agreement. The procedure for obtaining Court approval of this Agreement and implementing this Agreement shall be as set forth below.

28. Following Defendant's review as set forth in Paragraph 31 of this Agreement, Plaintiff shall submit a motion to the Court for approval of this Agreement pursuant to Labor Code

§ 2699(1). Plaintiff will request entry of an order that accomplishes the following:

- a. Approves the Agreement; and
- b. Enters judgment on the SAC in accordance with the terms of this Agreement, and pursuant to which the Court shall retain continuing jurisdiction over the Parties, the LWDA, and the Aggrieved Employees to enforce the Agreement.

29. Neither Defendant, nor its counsel, shall oppose Plaintiff's Motion as set forth in Paragraph 27, including Plaintiff's Counsel's Request for Attorneys' Fees and Costs, if made in accordance with this Agreement.

30. Plaintiff's Counsel shall be responsible for ensuring that all required submittals and notifications to the LWDA under PAGA regarding this Settlement are made by Plaintiff, and that at least the following documents are filed with the Court in anticipation of the approval hearing:

- a. A duly-noticed motion, accompanying memorandum of points and authorities prepared by Plaintiff's Counsel (and approved by Defendants' counsel), and such other pleadings, evidence, or other documents as may be necessary for the Court to approve the Agreement.
- b. A [Proposed] Order and Judgment for the Court's signature consistent with the terms of this Agreement.

31. Plaintiff's Counsel will prepare Plaintiff's motion for approval of the settlement, and not later than five court days prior to the submission thereof to the Court, they will submit near-final drafts thereof (including all supporting papers and declarations and a proposed order and judgment) to counsel for Defendant for their review and comment.

SETTLEMENT CALCULATIONS AND PAYMENTS

32. All amounts paid as part of this Settlement shall be paid out of the Gross Settlement Fund. These amounts shall be, subject to adjustment as set forth in this Agreement, as follows:

- a. Up to thirty-five percent (35%) of the Gross Settlement Fund (which is \$297,500.00, unless the GSF increases under Paragraph 36) for attorneys' fees to be paid to Plaintiff's Counsel (or such other amount as the Court approves);

- b. Up to \$27,500.00 as reimbursement for litigation costs incurred to be paid to Plaintiff's Counsel (or such other amount as the Court approves);
- c. Up to \$7,500.00 to Plaintiff as a Service Award (or such other amount as the Court approves);
- d. Up to \$14,500.00 for costs of settlement administration to be paid to the Settlement Administrator (or such other amount as the Court approves);
- e. The Net Settlement Amount (\$850,000.00 less approved attorneys' fees, litigation costs, Plaintiff's Service Award and settlement administration costs), of which 65% shall be paid to the LWDA and 35% shall be distributed to the Aggrieved Employees.
- f. The Parties agree that the Settlement shall not be contingent upon the Court awarding Plaintiff's Counsel any particular amount for attorneys' fees or costs, or awarding Plaintiffs any particular amount for a service award.

33. Defendant shall have no obligation to make any payment whatsoever beyond what is set forth in Paragraphs 5 and 32 (i.e., Gross Settlement Fund). Defendant shall pay the Gross Settlement Fund Amount into a Qualified Settlement Fund ("QSF") established by the Settlement Administrator within ten (10) business days after occurrence of the later of the following: (1) the Effective Date, or (2) the establishment of the QSF and Defendant being provided wiring instructions for the same.

34. In the event that a lesser sum is awarded for the attorneys' fees and costs referenced above in Paragraph 32 (a)-(b), the approval by the Court of any such lesser sum(s) shall not be grounds for Plaintiff's Counsel and/or Plaintiff to terminate the Settlement, but such an order shall be appealable by them. In the event that such an appeal is filed, administration of the Settlement shall be stayed pending resolution of the appeal. Thereafter, if after the exhaustion of such appellate review, any additional amounts remain which are distributable to the Aggrieved Employees, the cost of administration of such additional payments will be paid out of such additional amounts, and will not be chargeable to or payable by Defendant. Any amount not

awarded in fees and/or costs, but which is not challenged via appeal by Plaintiff and/or Plaintiff's Counsel, shall be added to the Net Settlement Amount and distributed to the LWDA and the Aggrieved Employees in accordance with the terms of this Agreement.

35. Each of the Aggrieved Employees shall be allocated a portion of the 35% share of the Net Settlement Amount on a pro-rata basis (the "Aggrieved Employees PAGA Payment"). Each Aggrieved Employee's Individual PAGA Payment shall be calculated by multiplying the Aggrieved Employees PAGA Payment by a fraction, the numerator of which is the total number of pay periods in which an Aggrieved Employee received wages for hours worked during the Settlement Period, and the denominator of which is the total aggregate number of pay periods in which all Aggrieved Employees received wages for hours worked during the Settlement Period.

36. For purposes of mediation and reaching resolution, the Aggrieved Employees were estimated to have received wages for hours worked in a total of approximately 103,043 pay periods during the Settlement Period. Should the number of pay periods for Aggrieved Employees in the Settlement Period increase by more than 10% over 103,043 pay periods (i.e., such that the pay period exceed 113,347 pay periods), Defendant shall have one of two options, at its sole election: (1) to end the Settlement Period at an earlier date to avoid triggering an escalator in the GSF; or (2) to increase the GSF proportionally for the number of pay periods over 113,347 pay periods. Under Option #2, for example, if the total pay periods in the Settlement Period are two percent (2%) higher than 113,347 pay periods, the GSF shall be increased by two percent (2%).

37. The Parties are mindful that the total consideration payable hereunder is comprised of a number of separate and distinct claims by Plaintiff, the Aggrieved Employees, and the LWDA. Accordingly, having considered the matter in detail, having performed their own separate and independent computations and estimation of the amounts potentially awardable to Plaintiff, the Aggrieved Employees, and the LWDA at trial, and having done the foregoing with complete and satisfactory access to, and advice from, accounting and legal advisors, the Parties mutually consent and agree that the Gross Settlement Fund be apportioned among the various claims in this action as set forth above, as it is a reasonable and arm's length determination of the character of the

distribution for all purposes.

38. Within fourteen (14) days after the Effective Date, extended to the next business day if the fourteenth day falls on a Saturday, Sunday, or federal holiday, Defendants will provide to the Settlement Administrator an Excel spreadsheet including the following information for each Aggrieved Employee. Defendants shall provide for each Aggrieved Employee, his/her: (1) name; (2) last known address, (3) phone number, (4) Social Security Number, and (5) the number of pay periods in which the employee received wages for hours worked from Defendant during the Settlement Period. This data shall be collectively referred to as the "Database." The Database will be designated as Highly Confidential – Attorneys' Eyes Only, pursuant to a Court-approved Stipulated Protective Order, and provided by Defendant after the Settlement Administrator signs and returns to Defendant's Counsel the Acknowledgment and Agreement to be Bound attached as Exhibit A to such Protective Order. The Database shall not be provided to Plaintiff or Plaintiff's Counsel, and shall be used only by the Settlement Administrator, and only for purposes of administering the Settlement as provided for in this Agreement, and the Settlement Administrator shall not disclose the contents thereof except as expressly permitted under this Agreement. By taking on the administration of the Settlement, the Settlement Administrator agrees that it and its employees, agents, and representatives are bound by such protective order.

39. Within fourteen (14) days following its receipt of the Database, the Settlement Administrator shall disburse the Gross Settlement Fund by (a) sending to the Aggrieved Employees, by U.S. Mail, a check representing their Aggrieved Employee Individual PAGA Payment, based on the formula set forth above in Paragraph 35, along with a copy of the Notice of Settlement Payment (a copy of which is attached hereto as **Exhibit A**); (b) issuing payment to Plaintiff's Counsel for Plaintiff's attorneys' fees as approved by the Court up to 35% of the GSF (\$297,500.00) and up to \$27,500.00 for Plaintiff's litigation costs as approved by the Court; (c) issuing the Court-approved Service Award to Plaintiff; (d) issuing payment to the LWDA for 65% of the Net Settlement Amount; and (e) issuing payment to the Settlement Administrator for its costs as approved by the Court.

40. In the event that any checks mailed to Aggrieved Employees remain uncashed after the expiration of 180 days, or an envelope mailed to an Aggrieved Employee is returned and no forwarding address can be located for the Aggrieved Employee after reasonable efforts have been made, then any such funds shall be transmitted by the Settlement Administrator pursuant to governing California law to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

41. All costs for administration of the settlement, whether foreseen or unforeseen, including, but not limited to, issuing and mailing settlement checks, printing and mailing of a notice to Aggrieved Employees, responding to inquiries from Aggrieved Employees, reasonable efforts to locate Aggrieved Employees, and preparing any required tax returns and tax reports, will be paid from the Gross Settlement Fund. The Settlement Administrator shall submit one invoice to Plaintiff's Counsel and Defendant's counsel and, if within the amount approved by the Court, such invoice shall be deemed approved and paid out of the Gross Settlement Fund.

42. Defendant shall cooperate with and assist the approved Settlement Administrator as may be reasonably necessary in conjunction with the Settlement Administrator's calculations, issuance, distribution, and reporting of settlement award checks and related taxes. The Settlement Administrator and Defendant will cooperate and coordinate with each other with respect to the calculation, reporting and payment of the settlement, in accordance with all applicable laws and requirements of government taxing authorities.

43. Any unused portion of the amount allocated in Paragraph 41 to settlement administration costs shall be reallocated to the Net Settlement Amount.

ALLOCATION AND TAX TREATMENT

44. The portion of the Net Settlement Amount distributed to each of the Aggrieved Employees will be considered penalties and will be reported by the Settlement Administrator as such to each of the Aggrieved Employees on an IRS Form 1099 or as otherwise required by applicable law.

45. The Parties represent that they have not received, and shall not rely on, advice or

representations from the other party or their agents regarding the tax treatment of payments pursuant to this Settlement Agreement under federal, state, or local law. The Settlement Administrator must coordinate the calculation and remittance of all payroll taxes, if any, with Defendants to ensure compliance with the requirements of all taxing authorities related to payments made by qualified settlement funds.

46. No amount of any of payments made to Aggrieved Employees under this Settlement Agreement will constitute wages with regard to any employment-related benefit or incentive compensation plan or program previously, now or hereafter offered by or on behalf of Defendant to any of the Aggrieved Employees.

47. Plaintiff's Counsel will provide the Settlement Administrator with a completed IRS Form W-9 and a completed California Form 590 (using the most recent versions of the Form W-9 and the Form 590) and will be issued an IRS Form 1099 by the Settlement Administrator for their attorneys' fees and costs. Plaintiff will provide an IRS Form W-9 to the Settlement Administrator for his Service Award.

RELEASE OF CLAIMS

48. Effective upon payment of the Gross Settlement Fund Amount into the QSF established by the Settlement Administrator in accordance with its wire transfer instructions provided to Defendant, Plaintiff, the LWDA, and all Aggrieved Employees shall, for the entire Settlement Period, be deemed to have fully released and discharged the Released Parties from any and all Released Claims. Beyond the Gross Settlement Fund, aside from the Release Payments, and as set forth in this Settlement Agreement, Defendant shall not owe any further monies to Plaintiff, the LWDA, or the Aggrieved Employees based upon the Released Claims. The release and discharge of the Released Claims is not contingent upon any Aggrieved Employees receiving or negotiating their settlement checks. Aggrieved Employees may not opt-out of the Settlement.

49. In addition, Plaintiff, in exchange for his Service Award, shall individually release the Released Parties of and from all Released Claims (as defined in Paragraph 11), and any and all known or unknown, suspected or unsuspected claims, debts, liabilities, demands, obligations,

guarantees, costs, expenses, attorneys' fees, damages, actions or causes of action of every kind or nature, contingent or accrued, which do or may exist as of the date of the execution of this Settlement Agreement and through and including the date of Approval of this Settlement Agreement by the Court. In connection therewith, Plaintiff waives the provisions of California Civil Code Section 1542, which states:

“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.”

50. It is expressly agreed that, as part of the Court's approval of this Agreement, it will be confirmed that there has not been any tolling of the applicable statute of limitation periods as to any claims that are not Released Claims.

51. It is agreed that this Settlement does not constitute or effectuate any waiver or limitation of the applicability of any arbitration agreement, or any argument against the enforcement of any arbitration agreement, entered into between Defendant and their current and former employees, including Plaintiff and the Aggrieved Employees and Defendant.

VOIDING THE AGREEMENT

52. In the event: (i) the Court does not enter an order approving this Agreement as provided herein; (ii) the Court does not enter judgment as provided herein; (iii) the Effective Date does not occur; or (iv) the settlement set forth in this Agreement does not become final for any other reason, this Agreement shall be null and void *ab initio* and any order, dismissal, judgment or pleading filed with or entered by the Court in furtherance of the Settlement set forth herein (including without limitation the Second Amended Complaint) shall be treated as withdrawn or vacated by stipulation of the Parties. In such case, the Parties shall be returned to their respective statuses as of the date immediately prior to the execution of this Agreement, and the Parties shall proceed in all respects as if this Agreement had not been executed. In the event an appeal is filed from any aspect of the Court's order regarding approval of this Agreement prior to the Effective

Date, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review.

MUTUAL FULL COOPERATION

53. 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 to take such other actions as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties 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, Plaintiff's Counsel shall, with the assistance and cooperation of Defendant and its counsel, take all necessary steps to secure the Court's approval of this Settlement Agreement.

MISCELLANEOUS PROVISIONS

54. Confidentiality: As set forth in this paragraph, Plaintiff and Plaintiff's Counsel will maintain this settlement as confidential and not publicly disclose the same. Except as otherwise agreed in writing between the Parties, both before and following the execution of this Settlement Agreement by the Parties and their counsel, there will be no direct or indirect comment or publication by Plaintiff and Plaintiff's Counsel of the settlement in terms of affirmative or responsive media statements/comments, press releases or conferences, website postings or content, social media postings or content, other Internet postings or content, subscribed email messages, newsletters, disseminated updates, mass mailings, or any other comment or publication to the press, media or public at large. This shall not apply to or limit the public filing of motions or other case materials by Plaintiff's Counsel in the Lawsuit related to seeking and obtaining Court approval of the proposed settlement and the related awards of attorneys' fees and costs and the other relief set forth in this Settlement Agreement, or merely using the Case Name and Case Number for the purposes of establishing adequacy in other court proceedings, or to communications between Plaintiff's Counsel and Plaintiff or Aggrieved Employees in the Lawsuit,

except that prior to the filing of the motion for approval of the Settlement in the Action, Plaintiff's Counsel shall not discuss the settlement with Aggrieved Employees other than the named Plaintiff. The Parties understand and agree that there may be media coverage of the settlement of the Lawsuit not initiated by Plaintiff or Plaintiff's Counsel, directly or indirectly. If contacted, Plaintiff's Counsel may otherwise state only that the Lawsuit has been settled on terms mutually agreeable to the parties. It is also agreed and understood that the Parties may disclose the settlement to their legal, tax, or accounting advisors, insurance companies, the LWDA, or as required by law, regulatory rules or regulatory requirements. The Parties agree that the Settlement Administrator will use U.S. Mail and its own website to provide notice and information about the settlement to the Aggrieved Employees. No information about the Action or the settlement may be posted on any of Plaintiff's Counsel's websites except as expressly set forth herein or in the final stipulation of settlement without Defendant's prior written consent.

55. Each Party to Bear Own Costs. Except as specifically provided herein, the Parties hereto will bear responsibility for their own attorneys' fees and costs, taxable or otherwise, incurred by them or arising out of or related to this Lawsuit, and will not seek reimbursement thereof from any Party to this Agreement. However, if an action is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to his/its reasonable attorneys' fees and costs.

56. Severability. If any of the above provisions are found null, void, or inoperative, for any reason, the remaining provisions will remain in full force and effect. Notwithstanding, the invalidation in whole or in part of any material term of this Agreement, including but not limited to all the terms and provisions specified in the releases of claims, will invalidate this Agreement in its entirety unless the Parties subsequently agree in writing that the remaining provisions will remain in force and effect.

57. Headings. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute any part of this Agreement.

58. No Admission of Liability by the Defendant. Defendant, on behalf of itself and each and all of its respective, parents, subsidiaries and affiliates, and their respective employees and agents, denies any liability or wrongdoing of any kind associated with the claims being released herein. Defendant contend, among other things, that they have complied at all times with all applicable laws regarding the payment of wages, meal and rest breaks, wage statement requirements, pay timing and final pay requirements, overtime pay, wage deductions, payment of accrued vacation wages, paid sick leave, providing suitable seating, maintaining safe and healthful working conditions, maintaining true and accurate records, and reimbursement of business expenses, and asserts that the Aggrieved Employees were properly treated at all times in compliance with applicable laws. Neither this Settlement Agreement nor any exhibit thereto, nor any other document pertaining to the settlement contemplated herein, may be offered in any other case or proceeding as evidence of any admission by Defendant of any liability on any claims for damages or other relief. Any stipulation or admission by Defendant contained herein is made for settlement purposes only.

59. Agreement Jointly Prepared. The Parties and their attorneys have reviewed this Agreement. The Parties have had a full opportunity to negotiate the terms and conditions of this Agreement. Accordingly, the Parties expressly waive the common-law and statutory rule of construction that ambiguities should be construed against the drafter of an agreement, and 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.

60. Non-Evidentiary Use. Neither the fact of this Agreement, the existence of this Agreement, the terms of this Agreement, nor any order or action pursuant thereto may be referred to, relied upon, cited, or used as evidence by any of the Parties, Aggrieved Employees, or their respective counsel in any other action or proceeding; provided, however, that nothing contained in this section shall prevent this Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize this Agreement.

61. Amendment or Modification. Unless otherwise provided herein, this Agreement

may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

62. Authorization to Enter Into Agreement. Each individual signing this Agreement warrants that he or she has the authority and is expressly authorized to enter into this Agreement on behalf of the party for which that individual signs.

63. Advice of Counsel. The Parties to this Agreement are represented by competent counsel, and they have had an opportunity to consult with counsel. The Parties to this Agreement agree that it reflects their good faith compromise of the claims raised in this action, based upon their assessment of the mutual risks and costs of further litigation and the assessments of their respective counsel.

64. Assignment. None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Aggrieved Employee, Plaintiff's Counsel, or Defendant's Counsel without the express written consent of each Party and their respective counsel hereto. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement, the LWDA, and the Aggrieved Employees, and shall not be construed to confer any right or to avail any remedy to any other person.

65. Governing Law. This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California, irrespective of the State of California's choice of law principles.

66. Entire Agreement. This Agreement and any supplemental written agreement subsequently incorporated constitute the entire Agreement among these Parties, and no oral or written representations, warranties or inducements have been made to any Party concerning this Agreement other than the representations, warranties and covenants contained and memorialized herein. With the exception of any arbitration agreements entered into between Defendant and any of the Aggrieved Employees, and the Parties' Memorandum of Understanding, which remain in force and are not superseded hereby, this Agreement, once it is fully executed, supersedes any and

all prior agreements between the Parties.

67. Counterparts. This Agreement, and any amendments hereto, may be executed in any number of counterparts (and by DocuSign or electronically-transmitted signatures, which shall be deemed to be originals) and any Party and/or their respective counsel hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

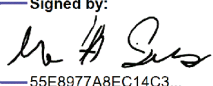
68. Cooperation. The Parties shall cooperate fully with one another and to use their best efforts to consummate the Agreement and cause the Court to enter an order and judgment as described herein. No Party to this Agreement shall seek to evade his, her or its good faith obligations to seek approval and implementation of the Agreement by virtue of any ruling, order, or other development, whether in the Lawsuits, in any other litigation or otherwise that hereafter might occur and might be deemed to alter the relative strengths of the Parties with respect to any claims or defenses of their relative bargaining power with respect to negotiating.

* * *

EACH OF THE UNDERSIGNED ACKNOWLEDGE THAT EACH HAS READ THE FOREGOING AGREEMENT AND ACCEPTS AND AGREES TO THE PROVISIONS CONTAINED THEREIN, AND HEREBY EXECUTES IT VOLUNTARILY WITH FULL KNOWLEDGE OF ITS CONSEQUENCES.

IT IS SO STIPULATED AND AGREED:

DATED: 11/25/2025

Signed by:

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Noe Lopez

DATED:

SCHNEIDER NATIONAL CARRIERS, INC.

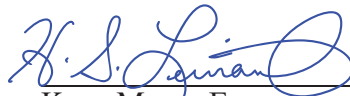
By: _____

Its: _____

APPROVED AS TO FORM:

DATED: November 25, 2025

MOON LAW GROUP, PC



Kane Moon, Esq.
H. Scott Leviant, Esq.
Jaeyoung Lee, Esq.
Attorneys for Plaintiff Noe Lopez

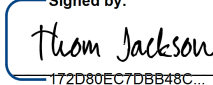
DATED:

McGUIREWOODS LLP

By: _____
Sabrina A. Beldner, Esq.
Julianne G. Park, Esq.
Attorneys for Defendant
Schneider National Carriers, Inc.

DATED: December 8, 2025

SCHNEIDER NATIONAL CARRIERS, INC.

By:  Signed by:
172D80EC7DBB48C...

Its: Executive Vice President

APPROVED AS TO FORM:

DATED:

MOON LAW GROUP, PC

Kane Moon, Esq.
H. Scott Leviant, Esq.
Jaeyoung Lee, Esq.
Attorneys for Plaintiff Noe Lopez

DATED: December 8, 2025

MCGUIREWOODS LLP

By: 
Sabrina A. Beldner, Esq.
Julianne G. Park, Esq.
Attorneys for Defendant
Schneider National Carriers, Inc.

EXHIBIT A

NOTICE OF SETTLEMENT PAYMENT

Noe Lopez v. Schneider National Carriers, Inc.
(Los Angeles Superior Court Case No. 24NNCV05081)

[Address Line 1]
[Address Line 2]
[Address Line 3]

[Dear Mr./Ms. _____]:

You are receiving this letter and the accompanying check made payable to you pursuant to a court-approved settlement in the matter of *Noe Lopez v. Schneider National Carriers, Inc.* The check is in the amount of \$ [REDACTED] and is for your share of the “Net Settlement Amount” under the approved settlement agreement in the above-referenced lawsuit. This check is valid for 180 days from the date of issuance, and for tax purposes, an IRS Form 1099 will be issued to you for this payment.

Please read this letter carefully. It explains the matter and how the settlement affects you.

A. Why Am I Receiving This Notice And This Check?

Noe Lopez (“Plaintiff”) sued Schneider National Carriers, Inc. (“Defendant”) in a Representative Action under the California Labor Code Private Attorney General Act (“PAGA”) based on alleged violations of California Labor Code §§ 201, 202, 203, 204 et seq., 221, 225.5, 226, 226.7, 510, 512, 1174.5, 1195, 1195, 1197, 1198, and 2802, and the applicable Industrial Welfare Commission Wage Order(s) (the “PAGA Action”). The PAGA Action is pending in Los Angeles County Superior Court, Case Nos. 24NNCV05081 (hereinafter, the “Lawsuit”).

On _____, 2025, the Court approved the filing of a Second Amended Complaint in the Lawsuit to add certain facts, theories and allegations to the PAGA Action that were discovered during the course of the Lawsuit.

Plaintiff and Defendant have reached a settlement, and you are eligible to receive a payment from this settlement because one or more wage statements were issued to you by Defendant that included wages for work performed between August 4, 2023 through October 27, 2025 (the “Settlement Period”).

Plaintiff alleges that Defendant violated the California Labor Code by failing to pay hourly wages, failing to pay minimum wages; failing to pay (or properly pay) overtime wages; failing to provide meal periods and to pay (or properly pay) meal period premiums in lieu thereof; failing to authorize and permit rest periods and to pay (or properly pay) rest period premiums in lieu thereof; failing to pay wages due upon resignation or termination; failing to timely pay wages; failing to maintain required records; failing to reimburse necessary business expenses; failing to keep and provide accurate, itemized wage statements; making improper deductions from wages; failing to pay (or properly pay) sick wages; failing to provide safe and healthful working condition; preventing engaging in lawful activities, such as disclosing wages, or disclosing violations of state and federal law, among others; requiring unlawful disclosures, such as criminal history or unlawful background checks, among others; and failing to provide suitable seating. By statute, the amounts recovered under PAGA must be paid 65% to the State of California, and 35% to the impacted employees.

The individuals impacted by this settlement include all individuals who were employed by Defendant in California and worked in an hourly-paid, non-exempt position and who received wages for work performed for Defendant at any time in the Settlement Period, which is from August 4, 2023 through October 27, 2025 (the “Aggrieved Employees”). According to Defendant’s records, you fall within this definition, and you are therefore receiving this notice and the enclosed check.

Defendant denies Plaintiff’s allegations. Specifically, Defendant maintains that it has complied with all applicable laws in connection with respect to the payment of any type of wages (including, without limitation, hourly wages, minimum wages, overtime wages, meal and rest break premium payments and sick pay), the provision of meal and rest breaks, wage statement requirements, pay timing and final pay requirements, reimbursement of business expenses, making deductions from wages, compliance with suitable seating requirements, and the maintaining of true and accurate records, and Defendant asserts that the Aggrieved Employees were properly treated at all times in compliance with applicable laws. Defendant therefore dispute that any amounts are owed. **The settlement – and the amount you are receiving – represents a compromise resolution of disputed claims.**

B. How Has The Court Ruled?

The Court has not ruled on the merits of the claims, Defendant’s defenses, or any of the contentions of the parties with respect to the PAGA claim being settled. No inferences regarding the merits of the Lawsuit should be drawn from the fact there is a settlement.

Instead, the parties agreed to a settlement, which entails a compromise by both sides. That way, each side avoids the costs, risks and uncertainty of a trial.

C. What Rights Am I Giving Up?

By operation of the court-approved settlement, the Aggrieved Employees are deemed to have fully released and discharged the “Released Parties” from any and all “Released Claims” during the “Settlement Period,” which means the inclusive time period from August 4, 2023 through October 27, 2025.

“Released Parties” means Defendant and each of their affiliates, parent companies, subsidiaries (including without limitation Schneider National, Inc.), and with respect to each such entity, all of its shareholders, officers, officials, partners, directors, members, owners, servants, employees, employers, agents, contractors, attorneys, insurers, predecessors, representatives, accountants, executors, personal representatives, successors and assigns, past, present, and future, and each and all of their respective officers, partners, directors, members, owners, servants, agents, shareholders, employees, employers, agents, contractors, representatives, executors, personal representatives, accountants, insurers, attorneys, and any employee benefit plans of any nature and the respective trustees, administrators, sponsors, fiduciaries, successors, agents and employees of all such plans, predecessors, successors and assigns, past, present, and future, and all persons acting under, by, through, or in concert with any of them.

“Released Claims” means any claim for civil penalties under PAGA and all other related remedies available under PAGA for all allegations, claims, debts, rights, demands, charges, complaints, actions, causes of action, guarantees, interest, costs, expenses, attorneys’ fees, damages, obligations or liabilities of any and every kind, contingent or accrued, that are, were or reasonably could have been alleged or asserted based upon the facts and/or theories alleged in the pleadings filed in the Lawsuit and/or in any notice provided pursuant to PAGA by Plaintiff to the LWDA and Defendant, arising out of, based on or related to any violation of Labor Code Sections 96, 98.6, 200, 201, 201.3, 201.5, 201.7, 202, 203, 203.5, 204, 204a, 204.1, 204.2, 205, 205.5, 206, 206.5, 210, 212, 221, 222, 222.5, 223, 226, 226.2, 226.3, 226.7, 226.8, 227.3, 231, 232, 232.5, 233, 245, 246, 351, 353, 404, 432, 432.3, 432.5, 432.7, 432.8, 450, 510, 511, 512, 551,

552, 558, 1101, 1102, 1102.5, 1174, 1174.5, 1182, 1182.12, 1194, 1197, 1197.1, 1197.5(k), 1198, 1198.5, 1199, 1290, 1292, 1293, 1294.1, 1301, 1391, 1475, 1527, 1695, 1695.55, 1696, 1696.5, 1700.31, 1771, 1774, 1775, 1776, 1811, 1815, 2673, 2698, 2699, 2699.3, 2800, 2802, 2810, 2810.5, 3366, 3457, 6300, 6301, 6309, 6311, 6400, 6401, 6402, 6403, 6404, 6406, 6423, 6424, 6425, 6426, 6427, 6428, 6429, 6430, 6431, 6432, 6433, 8397.4, California Code of Regulations, Title 8, § 3395, and the Wage Order pertaining to suitable seating and any other Wage Order deemed to apply, that occurred, arose or accrued at any time during the Settlement Period.

Note: Any valid and enforceable arbitration agreement entered into between you and Defendant remains in full force and effect and is not waived or limited as a result of this settlement.

If you have any questions, you can contact the Settlement Administrator (whose contact information is at the top of this letter).

Exhibit “2”

Date	Description	Charge
8/4/2024	LWDA PAGA Notice Filing Fee	\$ 75.00
8/8/2024	One Legal - Complaint	\$ 1,497.05
8/22/2024	ACE - Service of Process	\$ 338.00
8/26/2024	LASC Service Charge	\$ 5.40
8/27/2024	One Legal - POS	\$ 19.71
9/10/2024	ACE - POS	\$ 55.15
10/15/2024	One Legal - Complaint	\$ 15.44
10/22/2024	ACE - Complaint	\$ 511.90
10/23/2024	One Legal - POS	\$ 21.37
10/30/2024	One Legal - Notice of Related Case	\$ 21.37
10/30/2024	One Legal - Notice of Related Case	\$ 21.37
11/8/2024	ACE - Service of process & filing of POS of Summons	\$ 169.45
11/25/2024	One Legal - Amended Complaint	\$ 15.44
12/3/2024	One Legal - Amended Complaint	\$ 21.37
2/19/2025	JAMS Mediation Initial Fee	\$ 411.96
2/28/2025	One Legal - Joint SC Report	\$ 23.44
8/14/2025	Mediation Fee - Plaintiff's Share	\$ 9,000.00
9/4/2025	Berger Consulting Group - Economic Data Analysis	\$ 9,025.00
		\$ 21,248.42

Future Costs

Motion Filing Fee	\$ 60.00
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Total: **\$ 21,308.42**

Exhibit “3”