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Attorneys for Plaintiffs, on a representative basis and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

STEVEN PORTER, ANDRE STOKES, TODD GASSER, CURTIS BALDWIN, ROBB LEWIS, ANTONIO REYES, and BERNARDO ROMERO, individually, on a representative basis, and on behalf of all others similarly situated; Plaintiff, vs. JOHN CHRISTNER TRUCKING, LLC, an Oklahoma Limited Liability Company; HIRSCHBACH, INC., an Indiana Corporation; HIRSCHBACH MOTOR LINES, INC., an Iowa Corporation; and DOES 1 through 20, inclusive; Defendants.	Case No.: CVRI2406864 *[Assigned to Hon. Harold Hopp, Dept 1, for all purposes]* **DECLARATION OF BRIAN J. MANKIN, ESQ., IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT** <u>Hearing</u> Date: August 4, 2026 Time: 8:30 a.m. Dept.: 1

I, Brian J. Mankin, state and declare:

1. I am an attorney licensed to practice before all of the courts of the State of California. I manage the employment law department and am a partner with the law firm of Lauby, Mankin & Lauby LLP, which has offices in Orange County and Riverside County. I am thoroughly familiar with and have personal knowledge of all of the facts set forth herein. I

submit this declaration in support of Plaintiffs' Motion for Final Approval of this Class Action Settlement. If called as a witness, I could and would competently testify thereto.

COUNSEL'S EXPERIENCE

2. I have been a member, in good standing, of the State Bar of California since 2001. I am admitted to practice in the United States District Courts for the Central and Southern District of California and the Ninth Circuit Court of Appeal and have tried cases in various courts in California.

3. I have handled well over 500 employee vs. employer litigation matters during my nearly 25 years in practice. Over the last 19 years, my practice has almost entirely consisted of representing employees, the majority of which has included class action and representative action wage and hour matters. In total, I have handled well over 300 class action and representative action wage/hour cases, and have been appointed by the court as class counsel and have received final court approval and judgment in over half of those actions to date, and anticipate receiving final approval in many more of those in the future.

4. As part of these settlements and judgments, I have recovered in excess of $300 million in damages for my clients and the class members (who often work as nurses, ambulance drivers, technicians, warehouse workers, truck drivers, sales, professional occupations and countless other trades). My team and I once held the record for the largest known PAGA-only case in California's history - a $12.5 million-dollar court approved settlement, which followed extensive litigation, summary adjudication and writs to the CA Supreme Court against a Fortune 50 company (*Garcia v. Macy's*, Los Angeles Superior Court).

5. I have tried two major class and PAGA cases against Fortune 100 companies. In 2018, I was lead counsel in a PAGA case that my firm tried in the Orange County Superior Court and received a $425,000 judgment. In 2019, I was co-counsel in a class action case against Walmart in District Court, wherein the jury awarded Plaintiffs and the class over $6 million. Both cases were appealed.

6. I was named by the LA Times as one "Southern California Leading Lawyers" in the May 2023 issue of Consumer Attorney's of Southern California (a recognition given to 17

employment/labor law attorneys in 2023). Additionally, over the last five consecutive years, I have been selected by my peers as a "Super Lawyer" in Employment Litigation, a distinction that only 5% of lawyers receive.

ADEQUACY OF THE SETTLEMENT

7. The Class, as conditionally certified by this Court, consists of "all members of the Contractor Subclass and the Employee Subclass", with each Subclass defined as follows: (A) the "Contractor Subclass" means "all current and former California resident truck drivers who, on behalf of themselves or a business, entered into a written contract to provide equipment and delivery services as independent contracts for any of the Defendants, and performed services for any of the Defendants in the State of California at any time during the Contractor Subclass Period", which is September 30, 2020, through the March 12, 2026, and (B) the "Employee Subclass" means "all current and former California resident truck drivers employed by any of the Defendants who drove in California at any time during the Employee Subclass Period", which is March 11, 2020, through March 12, 2026.

8. The Gross Settlement Amount is $1,200,000 and, as set forth in the Declaration of Jennifer Forst on behalf of the Settlement Administrator, CPT Group, the Net Settlement Amount is $560,015.50, as detailed here:

Gross Settlement Amount	**$ 1,200,000.00**
Lost Equity Fund Payout	$ 120,000.00
Attorneys' Fees (1/3)	$ 400,000.00
Litigation Costs	$ 18,984.50
Administrator Costs	$ 11,000.00
PAGA Fund	$ 40,000.00
Class Representatives' Service Awards	$ 50,000.00
Net Settlement Amount	**$ 560,015.50**

9. The process of mailing the Notice Packets, consisting of a Class Notice, Objection Form, Dispute Form and Exclusion Form, was completely successful, as 97.7% of the Notice Packets were successfully delivered by the Settlement Administrator.

10. The response from the Class Members was overwhelmingly positive, with zero objections and only two opt-outs, meaning 99.43% of the Class participated in the Settlement.

11. As discussed at length in Plaintiffs' motion for preliminary approval, as well as in the Motion for Final Approval, this Settlement is very favorable to the Class and the release is narrowly limited to the claims alleged.

12. Sufficient information existed to allow Class Counsel to intelligently value this case. Given the parties' arms' length bargaining facilitated by an experienced wage and hour mediator, the extensive exchange of informal discovery, the experience of Class Counsel, the fact that all Class Members elected to participate (and no objections were submitted), the presumption of fairness is justified.

13. I believe that the settlement is fair, reasonable, adequate, and in the best interests of the Class, given the litigation risks and delay inherent in further litigation and possible appeals. As set forth in Plaintiffs' motion for preliminary approval and the declarations submitted in support thereof, Defendants vigorously challenged Plaintiffs' claims, and Plaintiffs faced real challenges in certifying the Class and obtaining a recovery on the claims in this matter. Nonetheless, the Parties concluded that further litigation would be protracted and expensive, and that it is desirable that the action be fully and finally settled in the manner and upon the terms and conditions set forth in the Settlement Agreement in order to limit further expense, inconvenience and distraction, to dispose of burdensome and protracted litigation, and to permit the operation of Defendants' business without further expensive litigation and the distraction and diversion of their personnel with respect to matters at issue. All parties took into account the uncertainty of risks inherent in any litigation, especially in complex cases such as this case. The parties determined that it is desirable and beneficial to both the Class and Defendants that this case be settled. Risks on both sides were considered in reaching the Settlement Agreement. The recoveries contemplated by the Settlement represent a good result for the Class, fairly proportioned to the likely risk-adjusted recovery in litigation.

ADEQUACY OF COUNSEL AND
REASONABLENESS OF REQUEST FEE AND COST AWARDS

14. As set forth above, I have handled well over 300 class and representative actions. I have been appointed as class counsel and have successfully resolved approximately half of

those cases (while many are ongoing and will successfully resolve in the future) while recovering hundreds of millions of dollars for my clients and Class Members. This is substantially better than average accordingly to Mayer Brown LLP's study entitled, An Empirical Analysis of Class Actions, cited in *Laguna v. Coverall North America, Inc*., No. 12-55479 (9th Cir. 2014), which found that only one-third of class actions are successful, compared to two-thirds that are defeated and result in no payment to the class members.[1]

15. When this case was taken on a contingency fee basis, with my firm agreeing to assume responsibility for all litigation costs, the ultimate result was far from certain. In the course of this litigation, Class Counsel paid all costs including filing fees, court costs, research fees, and mediation costs. There was never a guarantee that we would recoup those expenditures.

16. It has been my experience that the benchmark for attorney fee awards in California state cases is one-third of a common settlement fund, which the CA Supreme Court upheld in the *Laffitte v. Robert Half*, 1 Cal.5th 480 case. Here, in accordance with the Settlement Agreement, Class Counsel is seeking a fee of one-third of the Settlement Amount.

17. There are several additional factors why I believe that the Court should award one-third of the common fund as reasonable attorneys' fees. First, Class Counsel's efforts resulted in a very good result for the Class, especially in light of the disputed nature of the claims alleged. This result was achieved by the work and success of my office, who negotiated the settlement after extensive preparation, investigation, mediation, and substantial work thereafter.

18. Second, Plaintiffs faced significant risks going forward with the litigation. As discussed in the motion for preliminary approval, Defendants raised various defenses throughout this litigation, any one of which, if successful, could have decimated Plaintiffs' case. And Defendants vowed to raise all these defenses at trial. Accordingly, Plaintiffs faced risky issues going forward with this litigation, and it would have taken several more years to realize any recovery in this action along with the possibility of post-trial appeals.

[1] www.mayerbrown.com/files/uploads/Documents/PDFs/2013/December/DoClassActionsBenefitClassMembers.pdf

19. Third, Class Counsel are experienced class action litigators. This experience and expertise, combined with the high quality of work performed in this case, resulted in the settlement achieved in this case.

20. Fourth, Class Counsel has been representing Plaintiffs strictly on a contingency fee basis. To that end, we have incurred the risk of non-recovery after investing a substantial amount of time, money, and resources, and have done so since the inception of this case without any payment or compensation. If Plaintiffs had lost this case, we would have recovered nothing, and would have lost our out-of-pocket costs. This is not an easy burden for my office, which is a small firm. While some cases result in a positive lodestar and some in a negative lodestar like this case, if, despite these hardships and risks, the best my office could hope for is merely to be paid our hourly rate, then Class Counsel would not be compensated for the hardships and serious risks we face when litigating contingency fee cases, and would not be incentivized to take on similar cases in the future. Indeed, not all class/PAGA cases are successful. Many cases end with no fees or a greatly reduced fee that is far less than lodestar like this one, often due to no fault of counsel (*i.e.*, bankruptcy, change in the law, consolidation- coordination-preemption, being top filed, etc.). As noted in the Mayer Brown LLP's study discussed above, only one-third of class actions are successful, compared to two-thirds that are defeated and result in no payment to the class members.

21. Fifth, the request for attorney's fees in the amount of one-third of the common fund falls well within the norms accepted by state and federal courts in California in comparable wage and hour actions actually handled by my office. Moreover, the award of a one-third fee recovery under the common fund doctrine was approved by the California Supreme Court in *Laffitte*, *supra*, 1 Cal.5th 480, 503.

22. For these reasons, a common fund fee award here in the amount of one-third of the common fund created by Plaintiffs and Class Counsel is fair and reasonable, especially where the actual lodestar for my firm far surpasses the amount requested (as discussed below).

23. At my office, this case was primarily handled by Peter Carlson while I performed the role of the supervising attorney. Mr. Carlson's experience is set forth in his declaration, but

in sum, he works exclusively with me on employment law matters and has been in practice for 12 years, and bills at the hourly rate of $750/hour. I have been in practice for nearly 25 years, with most of those years handling complex litigation and for over the last 19 years, my practice has almost entirely consisted of handling class action wage and hour matters. My billing rate is $950/hour. These rates are comparable to those of attorneys with equal or similar experience, if not somewhat lower (*i.e.*, the Laffey Matrix at *www.laffeymatrix.com* indicates benchmark rates of $878/hour for a 11–19-year attorney and $1,057/hour for a 20+ year attorney).

24. The reasonableness of these rates is reinforced by facts showing that local attorneys in Los Angeles engaged in complex litigation bill at rates far higher than my office – and far higher than the Laffey Matrix. Recent public filings confirm that the Los Angeles Department of Water and Power is paying outside counsel at minimum rates of $1,800 for partners, $1,180 per hour for associates with 7 years of experience or more, and LADWP even pays first year associates $745 per hour. *See* https://www.latimes.com/california/story/2025-02-14/law-firm-1975-an-hour-defend-against-palisades-fire-lawsuits.

25. Moreover, the Wolters Kluwer 2023 Real Rate Report ("Real Rate Report") provides directly applicable information in this regard. The Real Rate Report is based on an enormous and statistically significant compilation of data, comprising millions billing entries from a hundred thousand individual timekeepers who worked at thousands of law firms. The Real Rate Report then compiles and analyzes this data to provide the hourly rates for partners and associates in major metropolitan areas. For the southern California area: (a) the rate for partners in Los Angeles is between $840 and $1,159 per hour for the middle and upper quartiles, and (b) the rates for associates with seven or more years of experience, the median rate is $674 per hour, and the upper quartile rate is $888 per hour. And, perhaps most importantly, the information provided in the Real Rate Report is not based on self-reported numbers, surveys, sampling, or reviews or other publications – instead, the Real Rate Report is based on the actual hours and fees billed by law firms, which makes it "a much better reflection of true market rates than self-reported rates in all practice areas." *Brown v. CVS Pharmacy, Inc*. (C.D. Cal. Apr. 24, 2017) 2017 U.S. Dist. LEXIS 182309, at *21.

26. Here, the combined lodestar for my firm totals $250,875. This includes Mr. Carlson's 178.7 hours that he billed on this matter (as set forth in his declaration) plus my 123 hours (including an estimated 35 future hours I will bill in finalizing and filing the motion, preparing for and attending the approval hearing, and working with the administrator and defense counsel to issue checks, respond to class members and finalize this matter). Thus, our total lodestar reflects a modest lodestar multiplier of 1.59. Thus, the requested fee is warranted and appropriate because of the results achieved for the Class Members, both in terms of the immediate cash settlement, as well as the fact that the Class Members resoundingly supported the Settlement. Defendants do not oppose this fee request.

27. In the course of prosecuting this action, my office has incurred expenses necessary to the effective representation of the Class. These expenses included but were not limited to: court filings, copying and management of documents, messenger services, postage, fax transmission expenses, transportation, mediation fees, expert fees, and other incidental expenses directly related to this action. My firm's expenses through the final approval hearing are estimated to be $18,984.50, which includes filing this motion, process/server costs, and service expenses (see the itemized statement of these costs attached hereto as Exhibit C). Since the Settlement Agreement provided for capped costs up to $30,000, the savings will be placed in the Net Settlement Amount and distributed to the Participating Class Members. Defendants do not oppose this request for costs.

REASONABLENESS OF REQUESTED SERVICE AWARD

28. I also believe that the requested service awards $10,000 to Class Representatives Stokes, Porter, and Gasser, and $5,000 to Class Representatives Baldwin, Lewis, Reyes, and Romero are fair and warranted. Notably, Plaintiffs Stokes, Porter, and Gasser, were the initial plaintiffs that brought their separate actions against Defendants[2], and Plaintiffs Baldwin, Lewis,

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[2] The other actions, which were all consolidated into this Action via the filing of the operative First Amended Complaint, were: (1) *Andre Stokes v. John Christner Trucking, LLC., et al.*, Case No. 5:24-cv-01921-KK-SP (C.D. Cal.) (the "*Stokes* Action"); (2) *Todd Gasser v. John Christner Trucking, LLC., et al.*, Case No. 5:25-cv-00619 (C.D. Cal.) (the "*Gasser* Action"); and (3) *Steven Porter v. John Christner Trucking, LLC., et al.*, Case No. CVRI2406864.

Reyes, and Romero, all stepped forward during the pendency of these actions to assist with the prosecution of these claims – and, in the process, turned down valuable individual settlement offers from Defendants during an attempted *Pick-Up Stix* process. (See their declarations for supporting information.) Indeed, their participation was an essential element of Defendants' desire to mediate and of the pre- and post-mediation analysis that allowed Class Counsel to settle the case. Of course, Plaintiffs also took on various risks, including the risk that they could have been ordered to pay Defendants' costs if they lost and the risk of retaliation and being black-balled in the industry. Defendants do not oppose the requested service awards.

SUBMISSION TO THE LWDA

29. The Motion and declarations, including the Settlement Agreement, have concurrently been submitted to the LWDA. (*See* Exhibit D hereto).

EXHIBITS AND CONCLUSION

30. A true and correct copy of the Class Action and PAGA Settlement Agreement (the "Settlement Agreement") is attached hereto as **Exhibit A.**

31. A true and correct copy of the Order granting preliminary approval is attached hereto as **Exhibit B**.

32. A true and correct copy of an itemized statement of my firm's litigation costs is attached hereto as **Exhibit C**.

33. A true and correct copy of the LWDA's confirmation of receipt of this Motion and Declaration is attached hereto as **Exhibit D**.

34. For the foregoing reasons, it is respectfully requested that the Court grant final approval of the settlement as being fair, reasonable, and in the best interest of the class, and approve the requested attorneys' fees, costs, and enhancements.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on July 13, 2026, at Riverside, California.

By: ______________________
Brian J. Mankin, Esq.

EXHIBIT “A”

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HIRSCHBACH MOTOR LINES, INC.

[ADDITIONAL COUNSEL ON NEXT PAGE]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

STEVEN PORTER individually, on a representative basis, and on behalf of all others similarly situated; Plaintiffs, vs. JOHN CHRISTNER TRUCKING, LLC, an Oklahoma Limited Liability Company; HIRSCHBACH, INC., an Indiana Corporation; HIRSCHBACH MOTOR LINES, INC., an Iowa Corporation; and DOES 1 through 25, inclusive; Defendants.	Case No. CVRI2406864 *[Assigned to Hon. Harold Hopp, Dept. 1, for all purposes]* **CLASS ACTION AND PAGA SETTLEMENT AGREEMENT**

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Attorneys for Defendants,

JOHN CHRISTNER TRUCKING, LLC,
HIRSCHBACH, INC., and
HIRSCHBACH MOTOR LINES, INC.

This Class Action and PAGA Settlement Agreement ("Agreement" or "Settlement") is entered into by and between Plaintiffs, Andre Stokes, Todd Gasser, Steven Porter, Curtis Baldwin, Robb Lewis, Antonio Reyes, and Bernardo Romero, on behalf of themselves and the putative Settlement Classes and PAGA Group Members defined in paragraphs II(C) and II(Z) below, on the one hand, and Defendants, Hirschbach Motor Lines, Inc. ("HML"), John Christner Trucking, LLC ("JCT"), and Hirschbach, Inc. (collectively, "Defendants"), on the other hand. This Agreement is approved by their respective counsel of record, subject to the terms and conditions hereof and the Court's approval.

I. DEFINITIONS

Unless otherwise defined herein, the following capitalized terms used in this Agreement shall have the meanings set forth below:

1. "**Actions**" means the three lawsuits Plaintiffs separately filed against Defendants, which are currently pending as: (1) *Andre Stokes v. John Christner Trucking, LLC., et al*., Case No. 5:24-cv-01921-KK-SP, in the U.S. District Court for the Central District of California (the "*Stokes* Action"); (2) *Todd Gasser v. John Christner Trucking, LLC., et al.*, Case No. 5:25-cv-00619, in the U.S. District Court for the Central District of California (the "*Gasser* Action"); and (3) *Steven Porter v. John Christner Trucking, LLC., et al*., Case No. CVRI2406864, in California Superior Court for Riverside County (the *"Porter* Action").

2. "**Agreement**" or "**Settlement**" means this Class Action and PAGA Settlement Agreement.

3. "**Class Member(s)**" means all members of the Contractor Subclass and the Employee Subclass.

4. "**Class Counsel**" means Brian J. Mankin and Peter J. Carlson of Lauby, Mankin & Lauby LLP, 5198 Arlington Avenue, PMB 513, Riverside, CA 92504, (951) 320-1444.

5. "**Class Counsel's Attorneys' Fees**" means the amount to be paid to Class Counsel for attorneys' fees, as awarded by the Court.

6. "**Class Counsel's Costs**" means the amount to be reimbursed to Class Counsel for their reasonable costs and expenses incurred in the Actions, as awarded by the Court.

7. "**Class Periods**" means the Contractor Subclass Period and the Employee Subclass Period.

8. "**Complaints**" means, collectively, the class and representative action complaints Plaintiffs filed in the Actions, including: (a) the Class Action Complaint filed by Plaintiff Andre Stokes on March 11, 2024 in the Superior Court of the State of California, County of San Bernardino, and the Amended Class and Representative Action Complaint filed in the same court on June 10, 2024, which Defendants subsequently removed to the U.S. District Court for the Central District of California, in the *Stokes* Action; (b) the Class Action Complaint filed by Plaintiff Todd Gasser on September 30, 2024, in the Superior Court of the State of California, County of Riverside, which Defendants subsequently removed to the U.S. District Court for the Central District of California, in the *Gasser* Action; (c) the Representative Action Complaint filed by Plaintiff Steven Porter on December 6, 2024 in the *Porter* Action; and (d) the Consolidated Complaint, which Plaintiffs shall file in the *Porter* action for purposes of effectuating this Settlement.

9. "**Consolidated Complaint**" refers to the First Amended Class Action and PAGA Complaint that will be filed in the *Porter Action*, consolidating and incorporating all the factual and legal allegations pleaded in the related Complaints (identified in Paragraph I.8) and Actions (identified in Paragraph I.1), including the claims alleged in the *Stokes* Action and *Gasser* Action, as well as all claims encompassed by the Released Class Claims and Released PAGA Claims, and adding Andre Stokes, Todd Gasser, Curtis Baldwin, Robb Lewis, Antonio Reyes, and Bernardo Romero as named Plaintiffs.

10. "**Contractor Subclass**" means all current and former California resident truck drivers who, on behalf of themselves or a business, entered into a written contract to provide equipment and delivery services as independent contractors for any of the Defendants, and performed services for any of the Defendants in the State of California at any time during the Contractor Subclass Period.

11. "**Contractor Subclass Period**" means the period of September 30, 2020 through the earlier of the Preliminary Approval Date or 120 days following the date this Agreement is fully executed by the Parties.

12. “**Court**” means the Superior Court of the State of California, County of Riverside, where the *Porter* Action is currently pending.

13. “**Defendants**” means JCT, HML, and Hirschbach, Inc.

14. “**Defendants’ Counsel**” means Andrew J. Butcher, Jared S. Kramer, and Matthew H. Payne of Scopelitis, Garvin, Light, Hanson & Feary, P.C., 30 West Monroe St., Suite 1600, Chicago, IL 60603, and Christopher C. McNatt, Jr. of Scopelitis, Garvin, Light, Hanson & Feary, L.L.P., 2 North Lake Avenue, Suite 560, Pasadena CA 91101.

15. “**Effective Date**” means the first date upon which all of the following have occurred: (i) this Agreement has been executed by all Parties and by Class Counsel and Defendants’ Counsel; (ii) the Court has preliminarily approved the Settlement; (iii) notice has been properly given to the Class Members and PAGA Group Members, providing them notice of the Settlement and providing Class Members an opportunity to opt out of the settlement; (iv) the Court has held a Final Fairness and Approval Hearing and date of entry of a Final Approval Order and Judgment which grants final approval of this Settlement; and (v) if no appeal is filed, then sixty-one (61) days have passed after the notice of entry of the Final Approval Order and Judgment, or (vi) if an appeal, review or writ is sought, the date on which the highest reviewing court renders its decision denying any appeal or petition (where the immediately lower court affirmed the final judgment) or affirming the final judgment or the date of final dismissal with prejudice of the last pending appeal from the Final Approval Order and Judgment. In this regard, it is the intention of the Parties that the Settlement shall not become effective until the Court’s order approving the Settlement has become final, and there is no timely recourse by an appellant or objector who seeks to contest the Settlement.

16. “**Employee Subclass**” means all current and former California resident truck drivers employed by any of the Defendants who drove in California at any time during the Employee Subclass Period.

17. **“Employee Subclass Period**” means the period of March 11, 2020 through the earlier of the Preliminary Approval Date or 120 days following the date this Agreement is fully executed by the Parties.

18. “**Final Approval Order and Judgment**” means the order and judgment to be entered by the Court upon granting final approval of the Settlement and this Agreement as binding upon the Parties, the Class Members, and the PAGA Group Members.

19. “**Final Fairness and Approval Hearing**” means the hearing on Plaintiffs’ Motion for Final Approval of Class Action Settlement after the filing by Plaintiffs of a motion and following notice to Class Members and PAGA Group Members giving Class Members an opportunity to opt out from the Class portion of the Settlement or to object to the Settlement, at which time the Court will be asked to give final approval to the Settlement and enter the Final Approval Order and Judgment.

20. “**Gross Settlement Amount**” means the maximum, non-reversionary sum of One Million Two Hundred Thousand Dollars and Zero Cents ($1,200,000.00), subject to the Escalator Clause, which Defendants will pay under this Settlement. The Gross Settlement Amount will be paid on an all-in, common fund, and includes all compensation to be paid by Defendants to effectuate the Settlement. Defendants will have no obligation to pay any amount in connection with this Settlement apart from the Gross Settlement Amount, except for Defendants’ share of payroll taxes owed on the wage portion of the Individual Class Payment allocated to the Employee Subclass.

21. “**Individual Class Payment**” refers to each Participating Class Member’s share of the Net Settlement Amount, as further discussed in Section IV below, plus the Participating Class Member’s share of the Lost Equity Fund (if applicable).

22. **“Individual PAGA Payment”** means the gross amount that a PAGA Group Member shall receive based on their Qualifying PAGA Workweeks, which shall be determined as described in paragraph IV(J)(2) below.

23. “**Lost Equity Fund**” means $120,000, which shall be paid from the Gross Settlement Amount, divided and payable in equal shares to Participating Class Members that: (A) are members of the Contractor Subclass, and (B) had active equipment leases terminated by any of the Defendants in June or July 2025.

24. “**LWDA**” means the California Labor and Workforce Development Agency.

25. “**Net Settlement Amount**” means the amount remaining from the Gross Settlement Amount after payment of Court-approved Class Counsel’s Attorney’s Fees and Costs, Service and

Release Award(s) to the Plaintiffs, Settlement Administration Costs, the Lost Equity Fund, and the PAGA Fund.

26. "**Notice of Settlement**" means the notice of proposed class settlement that will be sent to Class Members, and which will advise each Class Member of the settlement and estimated Individual Class and PAGA Payments, and will further advise of the setting of a Final Approval Hearing.

27. **"Notice Packet"** means the Notice, Request for Exclusion Form and the Objection Form to be sent to all Class Members.

28. "**Objection to Settlement**" means any timely written objection to this Settlement sent by a Class Member to the Court in the form as specified herein in paragraph IV(H)(1) below, and in the Notice of Settlement. Any Objection to Settlement must be sent to the Court within the time limitations set forth in this Agreement.

29. "**PAGA Fund**" means the amount that the Parties have agreed to pay to the LWDA and the PAGA Group Members in connection with California's Private Attorneys General Act, Cal. Lab. Code §§ 2698, et seq. ("PAGA"). The Parties agree that Forty Thousand Dollars and Zero Cents ($40,000.00) of the Gross Settlement Amount shall be allocated to the resolution of all claims under PAGA. Pursuant to Labor Code Section 2699(i), the PAGA Fund will be distributed as follows: 25%, or Ten Thousand Dollars and Zero Cents ($10,000.00), to the PAGA Group Members on a pro rata basis, and 75%, or Thirty Thousand Dollars and No Cents ($30,000.00), to the LWDA.

30. "**PAGA Group Member(s)**" means (a) all current and former California resident truck drivers employed by any of the Defendants who drove in California at any time during the PAGA Period; and (b) all current and former California resident truck drivers who who, on behalf of themselves or a business, entered into a written contract to provide equipment and delivery services as independent contractors for any of the Defendants, and performed services for any of the Defendants in the State of California at any time during the PAGA Period.

31. "**PAGA Letters**" means, collectively, the notice of alleged Labor Code violations that Plaintiffs Stokes and Porter caused to be sent to the LWDA pursuant to Labor Code Section 2699.3(l) on or about March 8, 2024 and September 30, 2024, respectively.

32. “**PAGA Period**” means the period from March 8, 2023 through the earlier of the Preliminary Approval Date or 120 days following the date this Agreement is fully executed by the Parties.

33. **“Participating Class Member”** means any and all Class Members who do not opt-out of the Settlement by submitting timely and valid Requests for Exclusion.

34. “**Parties**” means the Plaintiffs, on behalf of themselves and all Class Members and PAGA Group Members, and Defendants, collectively.

35. “**Preliminary Approval Date**” is the date the Court grants preliminary approval of this Settlement.

36. “**Proof of Work**” means document(s) that a Class Member or PAGA Group Member may submit to the Settlement Administrator to show that he or she is entitled to payment based upon a different number of Qualifying Class Workweeks or Qualifying PAGA Workweeks than the number calculated by the Settlement Administrator based upon Defendants’ Settlement Data. To be considered as part of the process of disputing Qualifying Workweeks set forth in paragraphs II and KK, below, Proof of Work must: (1) state the Class Member or PAGA Group Member’s full name, address, and the last four digits of his or her Social Security Number (for identification purposes only); (2) state, in writing, the reasons why he or she believes an additional amount is owed and include any documentations supporting that claim; (3) be signed by the Class Member or PAGA Group Member or his/her legal representative; and (4) be mailed to the Settlement Administrator and postmarked no later than the Response Deadline, or within the extended deadline as set forth in paragraph IV(D)(3) below, as applicable.

37. “**Qualified Settlement Fund**” or “**QSF**” mean a federally insured bank account to be established by the Settlement Administrator into which all payments from Defendants related to this Settlement will be deposited and from which all payments authorized by the Court will be made. The QSF will be established prior to Defendants’ deposit of the Gross Settlement Amount.

38. “**Qualifying Class Workweeks**” means the total number of weeks during which a Class Member either (a) was employed by any of the Defendants as a driver during the Employee Subclass Period; or (b) on behalf of themselves or a business entity, contracted with any of the Defendants to

provide equipment and delivery services as an independent contractor during the Contractor Subclass Period..

39. "**Qualifying Contractor Subclass Workweeks**" means the total number of Qualifying Class Workweeks during which a Class Member, on behalf of themselves or a business entity, contracted with any of the Defendants to provide equipment and delivery services as an independent contractor during the Contractor Subclass Period..

40. "**Qualifying PAGA Workweeks**" means the total number of weeks during the PAGA Period during which a PAGA Group Member either (a) was employed by any of the Defendants as a driver; or (b) on behalf of themselves or a business entity, contracted with any of the Defendants to provide equipment and delivery services as an independent contractor.

41. "**Qualifying Employee Subclass Workweeks**" means the total number of Qualifying Class Workweeks during which a Class Member was employed by any of the Defendants as a driver during the Employee Subclass Period.

42. "**Released Class Claims**" means any claims alleged in the Consolidated Complaint and any claims based upon the facts alleged in the Consolidated Complaint, including: claims for misclassification, unpaid wages, failure to pay minimum wages, failure to pay regular wages, failure to reimburse business expenses, failure to pay for rest and recovery periods, lost equity, failure to provide accurate itemized wage statements, failure to maintain records, improper deduction of wages, failure to timely pay wages during employment, failure to timely pay final wages at termination, and unfair business practices. The Released Class Claims include all claims arising under federal and state law based on the facts or claims asserted in the Consolidated Complaint, including the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201, *et seq.*; and California Labor Code sections 200, 201, 202, 203, 218.6, 221, 223, 226, 226.2, 226.3, 226.8, 558, 1194, 1194.2, 1197, and 2802; as well as all such claims brought under California Industrial Welfare Commission Wage Orders, and California Business and Professions Code sections 17200 *et seq*, including claims of Unfair and Unlawful Competition for lost equity arising from allegations that Defendants deprived individuals who participated in Defendants' "lease purchase" program of equity accrued in vehicles they leased when their lease was terminated prior to completion of the lease term. The Released Class Claims includes claims for

restitution, interest, costs and expenses, attorneys' fees, declaratory relief, injunctive relief, liquidated damages, equitable remedies, and/or pre- or post-judgment interest at any time during the Class Period to the extent such claims arise from the facts or claims asserted in the Consolidated Complaint.

43. "**Released PAGA Claims**" means any PAGA Claims that Plaintiffs alleged against the Defendants or Released Parties and any PAGA claims based on the facts alleged in the Consolidated Complaint and PAGA Letters, including all claims seeking civil penalties under PAGA premised upon claims for: misclassification, unpaid wages, failure to pay minimum wages, failure to pay regular wages, failure to pay overtime wages, failure to reimburse business expenses, failure to pay for rest and recovery periods, lost equity, failure to provide accurate itemized wage statements, failure to maintain records, payroll recordkeeping, reporting time, improper deduction of wages, failure to pay sick wages at the regular rate, failure to timely pay wages during employment, failure to timely pay final wages at termination, and all other claims for civil penalties recoverable under PAGA based on the facts or claims alleged in the PAGA Letters and Consolidated Complaint, including claims for civil penalties under PAGA based on alleged violations of California Labor Code §§ 200, 201, 202, 203, 218.6, 221, 222, 223, 226, 226.2, 226.3, 226.8, 558, 1194, 1194.2, 1197, and 2802, as well as California Industrial Welfare Commission Wage Order No. 9, § 4 and California Code of Regulations, title 8, § 11090. The Released PAGA Claims shall also include all claims for restitution, interest, costs and expenses, attorneys' fees, declaratory relief, injunctive relief, liquidated damages, equitable remedies, and/or pre- or post-judgment interest at any time during the PAGA Period to the extent such claims arise from the PAGA claims asserted in the Consolidated Complaint. The Released PAGA Claims shall include all such claims accrued during the PAGA Period.

44. "**Released Parties**" means JCT, HML, and Hirschbach, Inc. and each of their present, former and future controlling persons, parents, affiliates, subsidiaries, acquired companies, divisions, successors-in-interest, and each of their respective present and former owners, officers, directors, principals, shareholders, employees, agents, attorneys, insurers, managers, trustees, fiduciaries, representatives, predecessors, successors, and assigns, and any individual or entity who may be jointly liable with any of the foregoing under a joint employment, single enterprise, or corporate veil piercing theory of liability, with respect be to the Released Class Claims or Released PAGA Claims.

45. "**Plaintiffs**'" means Steven Porter, Andre Stokes, Todd Gasser, Curtis Baldwin, Robb Lewis, Antonio Reyes, and Bernardo Romero.

46. "**Request for Exclusion**" means a written and signed request that a Class Member may submit to be excluded from the Class and the release of the Class Released Claims. Any Request for Exclusion to opt out shall be in the form as specified herein in paragraphs IV(E)(4) below, and in the Notice of Settlement. PAGA Group Members shall release the Released PAGA Claims regardless of whether they submit a valid Request for Exclusion.

47. "**Response Deadline**" means the 45 day period following the date the Settlement Administrator mails the Notice of Settlement to the Class Members and PAGA Group Members.

48. "**Service and Release Award**" means the payment to be made to each of the Plaintiffs for their service to the Class and for the broader individual general release that they are providing to Defendants as set forth in paragraph IV(Q), which is in addition to whatever payments they otherwise would be entitled to receive as a Class Member and/or PAGA Group Member. The Service and Release Awards are subject to Court approval.

49. "**Settlement**" means the final and complete disposition of the Action and all related claims effectuated by this Agreement.

50. "**Settlement Administration Costs**" means the fees and costs incurred or charged by the Settlement Administrator in connection with the execution of its duties under this Agreement including, but not limited to fees and costs associated with: (1) sending notices pursuant to the Class Action Fairness Act; (2) establishing and maintaining the QSF; (3) preparing, issuing and/or monitoring reports, filings, and notices (including the cost of printing and mailing all notices and other documents to the Class Members) required to be prepared in the course of administering the Settlement; (4) computing the amount of the settlement payments, taxes, and any other payments to be made under this Agreement; (5) handling inquiries about the calculation of Individual Settlement Payments; (6) establishing and operating a settlement payment center website, address, and phone number to receive Class Members' inquiries about the Settlement; (7) providing a due diligence declaration for submission to the Court prior to the final approval hearing; (8) printing and providing Participating Class Members and the Plaintiffs with 1099 forms and W-2 forms (if applicable) as required under this

Agreement and applicable law; (9) preparing, issuing, and filing any tax documents or filings required by any governmental taxing authority or other governmental agency; and (10) any other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. Court-approved Administration Costs will be paid out of the Gross Settlement Amount.

51. "**Settlement Administrator**" refers to CPT Group.

52. "**Settlement Data**" means information regarding the Class Members and PAGA Group Members that Defendants will in good faith compile from their records and provide to the Settlement Administrator, solely for purposes of the Settlement Administrator's administration of the settlement, and for no other purpose. Settlement Data shall include, if known, for each Class Member and PAGA Group Member: full name, last-known address, last-known e-mail address, social security number, service start date and, if applicable, service end date during the Class Periods and PAGA Periods, based on Defendants' records. Settlement Data shall be provided to the Settlement Administrator no later than thirty (30) days after the Court grants preliminary approval of the Settlement. Settlement Data shall only be used by the Settlement Administrator for the purpose of calculating Individual Class Payments and Individual PAGA Payments and notifying Class Members and PAGA Group Members of the Settlement. Settlement Data shall not be disclosed to Class Counsel, Plaintiffs, or any other Class Members or PAGA Group Members without the written consent of Defendants or by order of the Court. The Settlement Administrator shall be responsible for following all privacy laws and taking appropriate steps to ensure that Class Members' and PAGA Group Members' personal information is safeguarded and protected from improper disclosure or use, including execution of a Data Privacy Agreement in the form attached hereto as **Exhibit A**. The Settlement Administrator shall run the Settlement Data list through the National Change of Address database and shall use the most recent address for each Class Member and PAGA Group Members – either from Defendants' records or the National Change of Address database – before mailing the Notice of Settlement. The Settlement Administrator shall also take reasonable steps to locate any Class Member or PAGA Group Member whose Notice of Settlement is thereafter returned as undeliverable. Settlement Data shall be provided in a secure format to be determined by the Settlement Administrator and Defendants.

53. “**Share Point(s)**” will be used to calculate the Individual Class Payments, and each Class Member’s Share Points will be calculated as follows: (1) each Qualifying Contractor Subclass Workweek during the Contractor Subclass Period shall be credited with 3 Share Points, and (2) each Qualifying Employee Subclass Workweek during the Employee Subclass Period shall be credited with 1 Share Point.

54. “**Share Point Rate**” shall mean the value of each individual Share Point, as calculated by dividing the Net Settlement Amount by the total of all Share Points credited to the Participating Class Members.

II. RECITALS

1. Plaintiffs have filed three separate lawsuits, which are currently pending as: (1) *Andre Stokes v. John Christner Trucking, LLC., et al*., Case No. 5:24-cv-01921-KK-SP (C.D. Cal.) (the “*Stokes* Action”); (2) *Todd Gasser v. John Christner Trucking, LLC., et al.*, Case No. 5:25-cv-00619 (C.D. Cal.) (the “*Gasser* Action”); and (3) *Steven Porter v. John Christner Trucking, LLC., et al*., Case No. CVRI2406864 (Riverside County Superior Court) (the *“Porter* Action”) (collectively, the “Actions”).

2. In their operative complaints, Plaintiffs allege various causes of action under the California Labor Code and related state law arising from their alleged joint employment by Defendants for (1) failure to pay minimum wage; (2) failure to pay for nonproductive time under Labor Code § 226.2; (3) failure to reimburse business expenses under Labor Code § 2802; (4) unlawful deductions from wages; (5) failure to provide accurate itemized wage statements under Labor Code § 226; (6) failure to timely pay wages upon separation under Labor Code §§ 201-203; (7) unfair competition under Bus. & Prof. Code § 17200 *et seq.*); and (8) civil penalties under PAGA, Labor Code § 2698 *et seq.* Plaintiffs have also alleged claims for lost equity arising from allegations that Defendants deprived individuals who participated in Defendants’ “lease purchase” program of equity accrued in vehicles they leased when their lease was terminated prior to completion of the lease term.

3. Defendants deny Plaintiffs’ allegations, deny any liability to Plaintiffs and members of the Settlement Classes and have asserted several defenses to Plaintiffs’ claims in the Actions.

4. On October 14, 2025, the Parties participated in a full-day mediation before Stephanie S. Chow of Mediated Negotiations. The mediation was conducted at arm's length following an exchange of voluminous records and data pertaining to the Settlement Classes and resulted in the Parties reaching an agreement to resolve all claims through this Settlement.

5. For purposes of effectuating this Settlement, the Parties have agreed Plaintiffs will consolidate all three Actions through Plaintiffs' filing of the Consolidated Complaint in the *Porter* Action, which will add the claims for lost equity referenced above, and add Plaintiffs Baldwin, Lewis, Reyes, and Romero as named Plaintiffs.

6. It is agreed by and among the Parties that this Agreement is made in compromise of and embraces all Released Class Claims and Released PAGA Claims as defined herein. Because the settled matters are putative class and PAGA representative actions, this Agreement must receive preliminary and final approval by the Court. Accordingly, Plaintiffs and Defendants enter into this Agreement on a conditional basis. Should the Court, or any other court taking jurisdiction of this matter, decline to approve all material aspects of the Agreement or make any ruling substantially altering the material terms of the Settlement, the Agreement shall be voidable and unenforceable as to Plaintiffs and Defendants, at the option of any party. In the event that the Effective Date, as defined herein, does not occur, this Agreement shall be deemed null and void *ab initio* and shall be of no force or effect whatsoever, and shall not be referred to or utilized for any purpose.

7. Defendants deny all of Plaintiffs' class and representative claims as to liability and damages. Defendants expressly reserve all rights to challenge any and all such claims and allegations upon all procedural and factual grounds, including the assertion of all defenses, if the Effective Date of the Agreement does not occur. Likewise, Plaintiffs expressly reserve all rights to pursue, amend, dismiss or otherwise dispose of the claims covered under this Settlement, including but not limited to seeking damages, restitution, fees, expenses, interest and/or any other monetary amount for the claims included in the Actions or for any other claims Plaintiffs may have against Defendants, in the event the Effective Date of the Agreement does not occur.

8. The Parties have conducted a thorough investigation into the facts of the Actions. This includes conducting an extensive exchange of informal discovery prior to mediation. Class Counsel

is both knowledgeable about and has done extensive research with respect to the applicable law and potential defenses to the claims of the Class. Class Counsel has diligently pursued an investigation of the Class Members' claims against Defendants. Based on the foregoing data and on their own independent investigation and evaluation, Class Counsel is of the opinion that the Settlement with Defendants for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation, various defenses asserted by Defendants, and numerous potential appellate issues.

9. Plaintiffs and Class Counsel have concluded, after taking into account the sharply disputed factual and legal issues involved in the Actions, the risks attending further prosecution of the Complaints, and the substantial benefits to be received pursuant to settlement as set forth in this Agreement, that settlement on the terms set forth herein is in the best interest of Plaintiffs and the Class Members and PAGA Group Members, and is fair and reasonable.

10. Similarly, Defendants have concluded, after taking into account the sharply disputed factual and legal issues involved in the Actions, the risks and expense attending further litigation, and their desire to put the controversies to rest, that settlement on the terms set forth herein is in their best interest and is fair and reasonable.

III. SETTLEMENT APPROVAL AND IMPLEMENTATION PROCEDURE

A. Consolidated Complaint

1. Pursuant to the Settlement, the *Porter Action* will be amended to include and incorporate the *Stokes Action* and *Gasser Action* by way of the Consolidated Complaint that will allege all Released Class Claims and Released PAGA Claims. Defendants shall be provided with an opportunity to review and comment upon the Consolidated Complaint before filing. Once finalized, the Parties will submit a stipulation and order to file the Consolidated Complaint. Once filed, the Parties shall ask the Courts in the *Strokes* and *Gasser* Actions to stay these cases pending the entry of a Final Order and Judgment in the consolidated *Porter* Action. Within ten (10) court days of the Effective Date, the Parties will file stipulations requesting dismissal of the *Stokes Action* and the *Gasser Action* with prejudice.

B. Preliminary Approval of Settlement

1. Once this Agreement is finalized, Class Counsel shall promptly submit this Agreement to the Court for preliminary approval and determination by the Court as to its fairness, adequacy, and reasonableness. Within 30 days after the execution of this Agreement, or by another deadline ordered by the Court, Class Counsel will file a motion for preliminary approval seeking an order:

(a) Granting preliminary approval of the proposed Settlement as fair, reasonable, and adequate as to Class Members;

(b) Granting approval as to form and content of the proposed Notice of Settlement;

(c) Granting approval of the plan of allocation of the Gross Settlement Amount;

(d) Directing the mailing of the Notice of Settlement by first-class mail to Class Members and PAGA Group Members by the Settlement Administrator;

(e) Conditionally certifying the Class for settlement purposes only;

(f) Appointing Class Counsel, Plaintiffs as Class Representatives, and the Settlement Administrator; and

(g) Scheduling a Final Fairness and Approval Hearing for a determination as to whether the proposed settlement should be finally approved.

(h) The submission shall also include a proposed order granting preliminary approval of Settlement.

(i) Class Counsel shall provide their motion for preliminary approval and all supporting papers to Defendants' Counsel for review at least 5 days prior to filing.

2. At the time Class Counsel files the motion for preliminary approval, Class Counsel will submit a copy of this Agreement to the LWDA. *See* Cal. Lab. Code § 2699(l)(2). Defendants will ensure that notice of this Agreement is timely submitted to the appropriate Federal and State officials pursuant to 28 U.S.C. § 1715.

3. The Parties have agreed to the certification of the Settlement Class for the sole purposes of effectuating this Settlement only. Should the Settlement be terminated for any reason, or should the Settlement not be approved by the Court or the judgment not become final, the fact that the Parties were willing to stipulate to class certification as part of the Settlement will have no bearing on, and will

not be admissible in connection with, the issue of whether a class should be certified in a non-settlement context in the Actions, and in any of those events, Defendants expressly reserve the right to oppose class certification. Additionally, if the Settlement does not become final, this Agreement and all negotiations, court orders, and proceedings related thereto shall be without prejudice to the rights of all Parties, and evidence relating to the Agreement and all negotiations shall not be admissible in the Action or otherwise. The Parties further agree that if, for any reason, the Settlement is not approved, the certification for purposes of this Settlement will have no force or effect and will be immediately revoked.

5. The Parties have also agreed to consolidation of the Actions through Plaintiffs' filing of the Consolidated Complaint in the *Porter* Action for purposes of effectuating this settlement. Should the Settlement be terminated for any reason, or should the Settlement not be approved by the Court or the judgment not become final, Plaintiffs stipulate that they will not object to Defendants' removal of the Consolidated Complaint to federal court on the basis of untimeliness or other non-jurisdictional grounds. Additionally, if the Settlement does not become final, the fact that the Parties were willing to stipulate to consolidation of Plaintiffs' claims for purposes of effectuating this Settlement will have no bearing on, and not be admissible in connection with, the issue of whether all of Plaintiffs' claims may properly be joined for purposes other than effectuating settlement, or the issue of whether Plaintiffs may pursue their claims on behalf of a certified class or subclasses.

6. Should the Court decline to conditionally certify the Class or to preliminarily approve and give final approval to all material aspects of the Settlement, the Settlement will be null, and void and the Parties will have no further obligations under it.

7. If the Court grants preliminary approval but does not grant final approval of the Settlement, then the preliminary approval order shall be vacated in its entirety, unless the Court orders otherwise.

C. Cooperation

The Parties agree to fully cooperate with each other to accomplish the terms of this Agreement, including, but not limited to taking any reasonably necessary actions to implement the terms of this Agreement. No party, nor any of its attorneys or agents, shall solicit or encourage any Class Member to opt out of or object to the Settlement.

D. Notice of Settlement

1. Within 30 days of the Preliminary Approval Date, but subject to the Settlement Administrator providing adequate and contractual assurances with respect to confidentiality and data security, Defendants shall provide the Settlement Administrator with the Settlement Data. This information will remain confidential and will not be disclosed to anyone, except as required to applicable taxing authorities, pursuant to Defendants' express written authorization, by order of the Court, or as otherwise provided for in this Agreement. The Settlement Data shall be used only for the purpose of administering this Settlement.

2. Using the Settlement Data, the Settlement Administrator will: (1) confirm and inform the Parties of the number of Class Members and PAGA Group Members; (2) finalize and print the Notice of Settlement; (3) check all mailing addresses against the National Change of Address database; and (4) determine if the Escalator Clause has been triggered. If the Escalator Clause has been triggered, then the Settlement Administrator shall notify the Parties of the increased Gross Settlement Amount and related increased payments from the Gross Settlement Amount, including increased Class Counsel's Attorney's Fees and increased Settlement Administration Costs (if applicable), all of which shall be subject to Court approval, and the Settlement Administrator shall also update the Notice accordingly. Within forty-five (45) days of the Preliminary Approval Date, the Settlement Administrator shall mail by First-Class United States mail the Notice Packet to each Class Member and PAGA Group Member, all in English and Spanish, using the most recent address available to the Settlement Administrator for mail delivery. On the same date, the Settlement Administrator shall also send the Notice Packet via e-mail to each Class Member and PAGA Group Member for whom Defendants have a last known email address on file. It will be conclusively presumed that if an envelope sent via First-Class United States mail has not been returned within fifteen (15) days of the mailing, the Class Member and PAGA Group Member received the Notice of Settlement.

3. Any self-identified individual who did not receive the Notice Packet seeking to be included in the Settlement shall provide the Settlement Administrator with their full name, date of birth, Social Security number or tax identification number, the name of the contract carrier that the individual

worked for (if any), and written proof of their provision of services to Defendants in California during the Class Periods, with as much detail as feasible, such as dates of work, to assist the Parties with establishing the individual's status as a Class Member and/or PAGA Group Member. To the extent necessary to resolve disputes regarding the validation process, the Parties agree to meet and confer in good faith. The Settlement Administrator, advised by the Parties, will determine whether each such individual is to be treated as a Class Member and/or PAGA Group Member and the number of Qualifying PAGA Workweeks and Qualifying Class Workweeks.

E. Re-Sending Notices of Settlement

1. In the event that Defendants' Counsel or Class Counsel becomes aware of new addresses for any Class Member or PAGA Group Member, on or before the Response Deadline, such information must be communicated to the Settlement Administrator. The Settlement Administrator will then promptly re-send a Notice Packet to the Class Member and/or PAGA Group Member at the new mailing address, assuming another mailing address is identified on or before the Response Deadline.

2. For any Notice of Settlement that is returned as undeliverable on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine a correct address by performing a utility database search or other skip trace. The Settlement Administrator shall then promptly perform a re-mailing to the Class Member and/or PAGA Group Member whose Notice of Settlement was returned as non-delivered, assuming new mailing addresses were obtained for such Class Members and/or PAGA Group Members.

3. For any Notice of Settlement that is mailed or re-mailed after the original mailing date, the Settlement Administrator shall include a brief letter stating that the recipient of the Notice of Settlement has until the original deadline set forth on the Notice of Settlement, or ten (10) calendar days after the date of re-mailing of the Notice of Settlement (whichever is later) to object or submit a Request for Exclusion. In no event shall this be later than ten (10) days prior to the Final Fairness and Approval Hearing. It will be conclusively presumed that if an envelope so re-mailed has not been returned within fifteen (15) days of re-mailing, the Settlement Class Member received the Notice of Settlement.

4. If the above-referenced procedures are followed, notice to Class Members and PAGA Group Members shall be deemed to have been fully satisfied, and if the intended recipient of the Notice of Settlement does not receive the Notice of Settlement, the intended recipient shall nevertheless remain a Class Member and/or PAGA Group Member, as applicable, and shall be bound by all terms of the Settlement and the Final Approval Order and Judgment.

F. Requests for Exclusion (Opt-Outs)

1. Any Class Member, other than Plaintiffs, may request to be excluded from the Class by completing the Request for Exclusion Form provided within the Notice Packet. The Request for Exclusion Form must be mailed to the Settlement Administrator and postmarked on or before the Response Deadline in order to be timely, unless otherwise provided by this Agreement or unless the Parties otherwise agree in writing. Any such Request must be made in accordance with the terms set forth in the Notice Packet. The Settlement Administrator shall attach each Request for Exclusion to its declaration of due diligence and file with the Court prior to the Final Approval Hearing. Any Class Member who timely requests exclusion in compliance with these requirements: (i) will not have any rights under this Agreement, including the right to object, appeal or comment on the Settlement; (ii) will not be entitled to receive any payments under this Agreement; and (iii) will not be bound by this Agreement, or the Judgment. Any Class Member who is a PAGA Group Member who requests timely exclusion will still be issued an Individual PAGA Payment and be bound by the terms of this Agreement addressing release of the Released PAGA Claims to the fullest extent permitted by law. All Parties and their counsel, including Defendants and their agents and employees, shall not encourage or solicit opt-outs or objections, directly or indirectly, through any means.

2. Any Class Member who submits a valid and timely request to be excluded from the Settlement Class and Settlement shall no longer be a member of the Settlement Class, shall be barred from participating in this Settlement, shall be barred from objecting to this Settlement, and shall receive no benefit from this Settlement. If a Class Member submits both a completed, signed and timely Proof of Work and a completed, signed, and timely Request for Exclusion, the Request for Exclusion shall be deemed invalid, and the Class Member shall be a Participating Class Member and participate in the Settlement.

3. Because this Settlement resolves claims and actions brought pursuant to PAGA by Plaintiffs acting as a proxy and as Private Attorneys General of, and for, the State of California and the LWDA, the Parties agree that no PAGA Group Member has a right to exclude himself or herself or opt out from the release of the Released PAGA Claims regardless of whether he or she timely submits a valid Request for Exclusion from the Settlement as a Class Member, and regardless of whether he or she cashes a payment from the PAGA Fund. All PAGA Group Members will be bound by the settlement and release of any Released PAGA Claims upon final judgment pursuant to *Arias v. Superior Court,* 46 Cal. 4th 969 (2009), and shall receive a pro rata portion of the PAGA Fund allocated for PAGA Group Member distribution. For the avoidance of doubt, Requests for Exclusion do not apply to the release of Released PAGA Claims, and will not be effective to preclude the release of Released PAGA Claims.

4. In furtherance of the foregoing, any Class Member who submits a valid and timely Request for Exclusion from the Settlement shall be deemed to have waived all objections and opposition to the fairness, reasonableness, and adequacy of this Settlement.

Any Class Member who fails to submit a timely, complete, and valid Request for Exclusion shall be barred from opting out of the Settlement and shall be a Participating Class Member. It shall be conclusively presumed that, if a Request for Exclusion is not postmarked on or before the Response Deadline or within the extended deadline as provided for within this Agreement if the Notice of Settlement is returned as undeliverable with forwarding addresses provided by the United States Postal Service, as applicable, the Class Member did not make the request in a timely manner. Under no circumstances shall the Settlement Administrator have the authority to extend the deadline for Class Members to file a Request for Exclusion. The Settlement Administrator shall promptly provide via email to all Class Counsel and Defendants' Counsel with copies of all Requests for Exclusion that it receives.

Unless a Class Member submits a timely, complete, and valid Request for Exclusion, he or she shall be deemed a Participating Class Member and shall be bound by the terms and conditions of this Agreement. The releases provided for in this Agreement shall conclusively preclude any Settlement Class Member from asserting any of the Released Class Claims and Released PAGA Claims against any of the Released Parties.

G. Weekly Reports and Declaration of Compliance

The Settlement Administrator shall provide weekly reports to the Parties, and shall provide copies of objections within 3 days of receipt.

No later than 7 days after the close of the Response Deadline, the Settlement Administrator shall provide Class Counsel and Defendants' Counsel with a declaration attesting to completion of the notice process set forth in this Agreement at Section IV, including the number of notices sent and returned, an explanation of efforts to resend undeliverable notices, summary of any disputes raised by any Class Members or PAGA Group Members, and the number and names of all Class Members who submitted Requests for Exclusion, as well as total workweeks, high/low/average Individual Settlement Class Payments and Individual PAGA Payments, and all other information required by the CMO. The Settlement Administrator shall also authenticate all objections, opt-outs and disputes as required by the Guidelines for Complex Litigation in Riverside Superior Court (the "CMO"), and otherwise comply with the Order granting preliminary approval. This declaration shall be filed with the Court by Class Counsel along with a motion requesting final approval of the Settlement.

H. Sufficient Notice

The Parties agree that compliance with the procedures described in this Agreement at Section IV shall constitute due and sufficient notice to Class Members and PAGA Group Members of this Settlement and of the Final Fairness and Approval Hearing, shall satisfy the requirements of due process, and nothing else shall be required of the Plaintiffs, Class Counsel, Defendants, Defendants' Counsel, or the Settlement Administrator to provide notice of the Settlement and the Final Fairness and Approval Hearing.

I. Objections to Settlement

1. **Deadline for Objections**

Any Class Member, other than Plaintiffs, who does not submit a valid and timely Request for Exclusion may object to the terms of this Agreement by completing the Objection Form provided within the Notice Packet. Any Class Member that intends to object must mail the Objection Form to the Settlement Administrator. The Objection Form must be postmarked on or before the Response

Deadline in order to be timely, unless the Parties otherwise agree in writing. Additionally, any objection must be made in accordance with the terms set forth in the Notice Packet. The Settlement Administrator shall provide any objections to Class Counsel and Defense Counsel within three (3) days of receipt, and the Settlement Administrator shall attach the same to its declaration of due diligence and file it with the Court prior to the Final Approval Hearing. Any Participating Class Member who files an objection remains eligible to receive monetary compensation from the Settlement, subject to the Court's approval of the settlement. Plaintiffs and Defendants shall not be responsible for any fees, costs, or expenses incurred by any Class Member and/or his or her counsel related to any objections to the Settlement. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment under Code of Civil Procedure § 663.

Any Class Member who does not timely and properly become a party of record by intervening or filing a motion to vacate the judgment waives any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment, motion for new trial, a motion under California Code of Civil Procedure § 473, and extraordinary writs.

Any Class Member who does not submit a valid and timely Request for Exclusion and who objects to the Settlement will still be considered a Participating Class Member. A Class Member who submits both a timely Request for Exclusion and who attempts to object to the Settlement shall be deemed to have opted out of the Settlement. Any Class Member who does not object prior to or at the Final Fairness and Approval Hearing shall be foreclosed from objecting to this Settlement (including but not limited to by appeal), unless otherwise ordered by the Court.

2. **Responses to Objections**

Class Counsel and Defendants' Counsel shall file any responses to any written objections from Class Members submitted to the Court in accordance with this Agreement at least five (5) court days before the Final Fairness and Approval Hearing.

3. **Waiver of Appeal**

Any Class Member who does not timely submit an objection to the Settlement and/or does not comply with any other substantive or procedural obligations imposed by law, waives any and all rights to appeal the Final Approval Order and Judgment, including all rights to any post-judgment proceeding and appellate proceeding such as a motion to vacate the judgment or motion for reconsideration. Moreover, because this Settlement resolves claims and actions brought pursuant to PAGA by the Plaintiffs acting as a proxy and as Private Attorneys General of, and for, the State of California and the LWDA, the Parties agree that no PAGA Group Member has the right to object to, or appeal a judgment approving of, the terms of the Settlement in his or her capacity as a PAGA Group Member.

4. **Escalator Clause**

Defendants estimate that there are 338 Class Members. Any increase of over 5% from Defendants' estimate shall trigger an escalator to the Gross Settlement Amount on a pro rata basis. Thus, if the total count of Class Members (as contained in the Settlement Data) exceeds 355, then the Gross Settlement Amount shall increase by $3,550.30 for each additional Class Member above 355.

5. **Blow up Clause**

If 10% or more of the Class Members submit a timely and valid Request for Exclusion, Defendants may, in their sole discretion, rescind the Settlement. In that event, all actions taken in furtherance of the Settlement will be null and void. A Defendant must exercise this right of rescission, in a writing to Class Counsel, within 10 calendar days of the date that the Settlement Administrator notifies the Parties of the total number of Class Members who have opted out of the Settlement. If a Defendant exercises this right of rescission, that Defendant must pay all reasonable expenses incurred by the Settlement Administrator as of the date of the Defendant's notice of rescission. No Party will encourage or solicit any Class Member to object or opt-out.

J. Final Fairness and Approval Hearing

On the date set by the Court, the Final Fairness and Approval Hearing shall be held in order to: (1) determine whether the Court should give this Settlement final approval; (2) determine whether Class Counsel's application for attorneys' fees and costs, and request for the Service and Release Award to the Plaintiffs, should be granted; and (3) consider any timely Objections to Settlement, including Class Counsel's and Defendants' Counsel's responses thereto. At the Final Fairness and Approval Hearing, the Plaintiffs, Class Counsel, and Defendants' Counsel shall ask the Court to give final approval to this Settlement. Class Counsel shall provide the motion for final approval and all supporting papers to Defendants' Counsel at least ten (10) days prior to filing. Upon final approval, the Court shall enter a Final Approval Order and Judgment (in a form submitted by Class Counsel and approved by Defendants' Counsel) which has the effect of granting final approval of the Settlement and this Agreement as binding upon the Parties, the Settlement Class Members, and the PAGA Group Members, as set forth in this Agreement. If the Court grants final approval of the Settlement, the Settlement Administrator shall post notice of final judgment on its website within seven (7) business days of entry of the Final Approval Order and Judgment. Class Counsel shall submit a copy of the Final Approval Order and Judgment to the LWDA within ten (10) days after entry of the Final Approval Order and Judgment in accordance with California Labor Code section 2699(l)(3). Following the Effective Date and hearing following submission of the Parties' post-distribution accounting (if applicable), the Action shall be dismissed with prejudice.

K. Settlement Payment Procedures to Participating Class Members and PAGA Group Members

Payments under this Agreement shall be made by the Settlement Administrator as follows, subject to Court approval at the Final Fairness and Approval Hearing.

1. **Net Settlement Amount**

Each Participating Class Member shall be entitled to a pro rata share of the Net Settlement Amount based on the number of Share Points credited to the Participating Class Member. Therefore, each Class Member for whom the Settlement Data shows one or more Qualifying Class Workweeks shall be credited with the number of Qualifying Class Workweeks shown in the Settlement Data, subject to the process for disputes about Qualifying Class Workweeks set forth below, along with the appropriate number of Share Points based on the formula herein.

The Parties agree that the formula for allocating Individual Class Payments to Class Members provided herein is reasonable and that the Individual Class Payments are designed to provide a fair settlement, despite the uncertainties of the amounts alleged to be owed to Class Members and the calculation of them. Using this method of calculating Qualifying Class Workweeks, the Net Settlement Amount shall be divided among individual Class Members using the following formula: Each specific

Individual Class Payment will be calculated by: (a) dividing the Net Settlement Amount by the number of Share Points by all Participating Class Members during the Class Periods, and (b) multiplying the result (the Share Point Rate) by each Participating Class Members' Individual Share Points.

2. **The PAGA Fund and Individual PAGA Payments**

The Parties agree that $40,000 is allocated to the PAGA Fund, and is to be paid from the Gross Settlement Amount, subject to Court approval. Of this amount, $30,000 (75%) shall be paid to the LWDA in satisfaction of civil penalties under PAGA and $10,000 (25%) will form the Individual PAGA Payments to the PAGA Group Members, which shall be calculated and allocated pro-rata on a per-workweek basis and be treated as civil penalties reported as required on an IRS Form 1099. Specifically, each PAGA Group Member shall be entitled to a pro rata share of the Net PAGA Settlement Amount based on the number of Qualifying PAGA Workweeks the PAGA Group Member worked during the PAGA Periods to the extent the Qualifying PAGA Workweeks can be determined from Defendants' records. Therefore, each PAGA Group Member for whom the Settlement Data shows one or more Qualifying PAGA Workweeks shall be credited with the number of Qualifying PAGA Workweeks shown in the Settlement Data, subject to the process for disputes about Qualifying PAGA Workweeks set forth below.

The Parties agree that the formula for allocating Individual PAGA Payments to PAGA Group Members provided herein is reasonable and designed to provide a fair settlement, despite the uncertainties of the amounts alleged to be owed to PAGA Group Members and the calculation of them.

3. **Inclusion of Qualifying Class and PAGA Workweeks and Estimated Individual Class/PAGA Payment Information in Notice of Settlement**

The Notice of Settlement sent to each Class Member and PAGA Group Member shall state the amount of the Class Member's Qualifying Class Workweeks and Share Points, PAGA Group Member's Qualifying PAGA Workweeks, and the amounts to which a Class Member is entitled to from the Lost Equity Fund (if applicable), as reflected in the Settlement Data. Each Notice of Settlement shall also include an estimate of the Individual Class Payment and Individual PAGA Payment for each Class Member and/or PAGA Group Member.

4. **Disputes about Qualifying Workweeks**

If a Class Member or PAGA Group Member disagrees with the number of Qualifying Class Workweeks or Qualifying PAGA Workweeks stated in his or her Notice of Settlement, he or she may dispute that figure by informing the Settlement Administrator of the number of Qualifying Class Workweeks or Qualifying PAGA Workweeks in dispute by submitting Proof of Work including supporting documentation (such as, without limitation, timekeeping records, settlement statements, or pay stubs) prior to the Response Deadline. However, for any Notice of Settlement that is mailed or re-mailed after the original mailing date, the deadline to dispute information in the Notice of Settlement will be no later than ten (10) days prior to the Final Fairness and Approval Hearing even if such date is less than 60 days from the date of mailing or re-mailing. If there is a dispute, the Settlement Administrator will consult with Class Counsel and Defendants' Counsel to determine whether an adjustment is warranted. However, the Court shall have the sole discretion to determine the outcome of any such disputes if an agreement cannot be reached. The Settlement Data will be presumed determinative if there is a dispute over Qualifying Class Workweeks or Qualifying PAGA Workweeks, unless the Class Member has submitted valid and compelling documentation to support his or her claim to a different number of Qualifying Class Workweeks or Qualifying PAGA Workweeks than the number shown on the Notice of Settlement. As this is not a claims-made settlement, Class Members shall still be bound by this Agreement, regardless of any such submission, unless they submit a completed, signed, and timely Request for Exclusion. In no case shall a dispute result in a payment by Defendants in excess of the Gross Settlement Amount.

5. **Disbursement of Payments**

Within 10 days of Defendants' deposit of the Gross Settlement Amount with the Settlement Administrator, the Settlement Administrator will transmit: the attorneys' fees, costs and expenses approved by the Court to Class Counsel; the Service and Release Award approved by the Court to each Plaintiff; the payment pursuant to PAGA to the LWDA; an Individual Class Payment to each Participating Class Member; and Individual PAGA Payment to each PAGA Group Member, based on the respective payment formulas set forth herein.

Participating Class Member payments paid from the Net Settlement Amount will not be reduced by any employer tax withholdings. Each Participating Class Member will be responsible for any federal, state, and/or local tax obligations and/or consequences that may arise out of the wage portion of the Individual Class Payments agreed to in this Agreement.

It is expressly understood and agreed that the receipt of an Individual Class Payment or Individual PAGA Payment shall not entitle any Participating Class Member or PAGA Group Member to compensation or benefits under any company bonus, contest, or other compensation or benefit plan or agreement in place during the applicable Class Period or PAGA Period, nor shall it entitle any Participating Class Member or PAGA Group Member to any increased retirement, 401(k) or matching benefits, or deferred compensation benefits. The Parties agree that payments made under the terms of this Agreement shall not represent any modification of previously credited length of service or other eligibility criteria under any bonus plan, employee pension benefit plan, or employee welfare plan sponsored by any of the Released Parties, or to which any of the Released Parties are required to make contributions. Further, any payments made under this Agreement shall not be considered compensation in any year for purposes of determining eligibility for, or benefit accrual within, any employee pension benefit plan or employee welfare benefit plan sponsored by any of the Released Parties or to which any of the Released Parties are required to make contributions. It is the Parties' intent that the Individual Class Payments and Individual PAGA Payment provided for in the Settlement are the sole payments to be made by Defendants to the Participating Class Members and PAGA Group Members, and that the Participating Class Members and PAGA Group Members are not entitled to any new or additional compensation or benefits as a result of having received the Individual Class Payments or Individual PAGA Payment, notwithstanding any contrary terms in any agreement, contract, benefit or compensation plan document that might have been in effect during the applicable Class Period or PAGA Period.

L. Tax Treatment and Employer Payroll Taxes

1. No provision of this Agreement or other communications or disclosures is, or was intended, to constitute tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R., Subtitle A, Part 10, as amended). The Parties further represent they: (1) shall be solely responsible for reporting and paying any applicable federal, state and/or local income tax, employment tax or any other withholding on all taxable income or other benefit they individually receive as

consideration exchanged pursuant to this Agreement; (2) have relied exclusively upon their own, independent legal and tax advisors for tax advice in connection with this Agreement; and (3) in keeping with their individual rights to due process, shall not be entitled to rely upon any communication or disclosure by Plaintiffs, Defendants, or the Parties' counsel to avoid the payment of any assessment, penalty, tax, attorneys' fees, and/or other amounts based on the taxability of any consideration provided or exchanged pursuant to this Settlement Agreement.

2. The Parties make no representations concerning the taxability, tax treatment, or legal effect of any tax laws on any consideration provided or exchanged pursuant to the Agreement, including any Individual Class Payments or any Individual PAGA Payments. Class Members should consult with their own tax advisors concerning the tax consequences of their receipt of any payment under the Agreement.

M. The Settlement Administrator

1. The Settlement Administrator will perform the duties specified in this Agreement, the CMO, Court Orders, and any other duties incidental to such obligations. The Settlement Administrator's duties shall include, without limitation: establishing the QSF, preparing, translating and distributing the Notice of Settlement and Payment Information Forms; calculating and directing the disbursement of payments to Participating Class Members and PAGA Group Members, Class Counsel, the Plaintiffs and the LWDA; handling inquiries about the calculation of individual settlement payments; preparing and filing any tax documents or filings required by any governmental taxing authority or other governmental agency; sending notices pursuant to the Class Action Fairness Act; providing requested status reports to the Parties' counsel; immediately advising Defendants' and Class Counsel of any Class Members who submit Requests for Exclusions from the Settlement, disputes or objections; providing a due diligence declaration for submission to the Court prior to the final approval hearing; printing and providing Class Members, PAGA Group Members, and the Plaintiffs with I.R.S. Forms 1099 and/or W2 as required under this Agreement and applicable law; arranging for and remitting funds from any uncashed settlement payment to the designated recipient, as determined by the Court; and for such other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall maintain commercially reasonable

procedures for securely handling Settlement Data, and shall accept responsibility for and maintain insurance in case of errors in the administration of the Settlement.

2. Settlement administration fees in a reasonable amount shall be paid to the Settlement Administrator from the Gross Settlement Amount. Settlement administration fees are estimated to be approximately ______________ Dollars and Zero Cents ($__________). If the actual cost of settlement administration is less or more than the amount approved by the Court, those funds shall be added to or subtracted from the Net Settlement Amount for allocation to Class Members. All costs associated with settlement administration shall come out of the Gross Settlement Amount.

3. The Settlement Administrator shall be authorized to establish a QSF pursuant to Internal Revenue Service ("IRS") rules and regulations in which the Gross Settlement Amount shall be placed and from which payments required by the Settlement shall be made. One hundred percent (100%) of the amount of each Individual Class Payment to each member of the Contractor Subclass and one hundred percent (100%) of the amount of each Individual PAGA Payment to each PAGA Group Member shall be paid pursuant to a Form 1099, and shall not be subject to withholding. Fifteen percent (15%) of the portion of each Individual Class Payment to each member of the Employee Subclass, which is attributable to Qualifying Employee Subclass Workweeks, shall be allocated to wages and paid pursuant to a Form W-2. The remaining eighty-five percent (85%) of each Individual Class Payment to each member of the Employee Subclass shall be allocated to interest, penalties, and liquidated damages and shall be paid pursuant to a Form 1099. Each Participating Class Member, PAGA Group Member, Class Counsel, and Plaintiffs shall be responsible for remitting to state and/or federal taxing authorities any applicable taxes which may be owed on the portion of any payment received pursuant to this Agreement.

4. The Settlement Administrator shall establish a settlement payment center address, and telephone number to receive Class Members' inquiries about the Notice of Settlement, requests to be excluded from the Settlement and settlement payments.

5. In addition, the Settlement Administrator shall establish a static website with a Uniform Resource Locator ("URL") that is agreed upon by the Parties and post this Agreement, the court-approved Notice of Settlement, any preliminary approval order, and the Final Approval Order and

Judgment to the website.

6. The Parties confirm, and Class Counsel and Defendants' Counsel confirm that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

N. Time for Payment by Defendants

Within ten (10) days after the Effective Date, Defendants shall provide the Gross Settlement Amount to the Settlement Administrator, which the Settlement Administrator shall place in the QSF.

O. Distribution of Funds

No later than ten (10) calendar days after the deposit of the Gross Settlement Amount by Defendants, the Settlement Administrator shall mail the Individual Class Payments to the Participating Class Members, the Individual PAGA Payments to the PAGA Group Members, the payment to Class Counsel for the Attorneys' Fees and Costs Award, any Service Awards to the Plaintiffs, the payment to the LWDA for its portion of the PAGA Fund, and will pay itself the Settlement Administration Costs.

P. <u>Deadline for Cashing Settlement Checks</u>

Participating Class Members and Aggrieved Employees shall have 180 calendar days after mailing by the Settlement Administrator to cash their settlement checks. The release set forth in this Agreement will be binding upon all Participating Class Members, including those who do not cash their checks within the 180-day period. In the event that any settlement check is returned to the Settlement Administrator within 180 days of mailing, the Settlement Administrator will, within five (5) business days of receipt of the returned settlement check, perform a skip trace to locate the individual, and notify Defense Counsel and Class Counsel of the results. If a new address is located by these means, the Administrator will have ten (10) business days to re-issue the check. Neither Defendant, Defense Counsel, Class Counsel, Plaintiffs, nor the Settlement Administrator will have any liability for lost or stolen settlement checks, forged signatures on settlement checks, or unauthorized negotiation of settlement checks. Without limiting the foregoing, in the event a Participating Class Member and/or Aggrieved Employee notifies the Settlement Administrator that he or she believes that a settlement check has been lost or stolen, the Settlement Administrator shall immediately stop payment on such check. If the check in question has not been negotiated prior to the stop payment order, the Settlement Administrator will issue a replacement check.

If any Participating Class Member's check is not cashed within the time periods noted above, the check will be void and a stop-payment will be issued, and the Settlement Administrator shall issue the unclaimed funds to the California State Controller's Office in the name of the Class Member.

If any PAGA Member's check is not cashed within the time periods noted above, the check will be void and a stop-payment will be issued, and the Settlement Administrator shall issue the unclaimed funds to the California State Controller's Office in the name of the PAGA Member.

Q. Class/PAGA Counsel Attorneys' Fees and Costs

Defendants agree to not oppose a request by Class Counsel to the Court for an award of attorneys' fees of one-third of the Gross Settlement Amount, plus verified and reasonable litigation costs not to exceed $30,000. Defendants agree not to oppose any contention by Class Counsel that attorneys' fees should be based on the common fund theory. The Attorneys' Fees and Cost Award shall be paid from the Gross Settlement Amount, and, except for this award, Defendants shall have no further obligation to pay any attorneys' fees, costs, or expenses to Class Counsel. Should the Court approve a lesser amount than what is sought by Class Counsel, the difference shall be added to the Net Settlement Amount to be distributed to the Participating Class Members. Any Court order awarding less than the amount sought by Class Counsel shall not be grounds to rescind the Settlement Agreement or otherwise void the Settlement. The Settlement Administrator shall issue to Class Counsel an IRS Form 1099 reflecting the amount of attorneys' fees and costs awarded by the Court. .

R. Services and Release Award to Plaintiffs

Plaintiffs may move the Court for Plaintiffs' Service and Release Awards not to exceed: (1) $10,000 for Plaintiffs Stokes, Porter, and Gasser, and (2) $5,000 for Plaintiffs Baldwin, Lewis, Reyes, and Romero. Any Plaintiffs' Service and Release Award awarded by the Court shall be paid from the Gross Settlement Amount. The Service and Release Awards are to compensate each of the Plaintiffs for the risk, time, and expense of his involvement in the Action and securing the benefits of this Agreement for Class Members and the general release of claims as set forth herein. The Service and Release Award is in addition to the Individual Class Payment and/or Individual PAGA Payment that

Plaintiffs would otherwise be due under the Settlement as a Class Member and/or PAGA Group Member.

The Plaintiffs will be responsible for any federal, state, and/or local tax obligations and/or consequences that may arise out of any Plaintiffs' Service and Release Award. To the extent the Court does not approve any or all of the amount of the Service and Release Award sought by Class Counsel, any amount disallowed by the Court will remain a portion of the Gross Settlement Amount and be distributed in accordance with the terms of this Agreement and the Parties agree that the Settlement shall remain in binding with such modification(s) and its terms will otherwise be unchanged.

IV. LIMITATIONS ON USE OF THIS SETTLEMENT

A. No Admission of Liability

Neither the acceptance nor the performance by Defendants of the terms of this Agreement, nor any of the related negotiations or proceedings, nor any documents filed in support of the Settlement shall constitute, or be offered, received, claimed, construed, or deemed as, an admission, finding, or evidence of: (i) any wrongdoing by any Defendant, (ii) any violation of any statute or law by any Defendant, (iii) any liability on the claims or allegations in the Action or any other proceeding, or (iv) the propriety of certifying a litigation class in the Action or any other proceeding, and shall not be used for any purpose whatsoever in any legal proceeding other than a proceeding to enforce the terms of the Settlement.

B. Nullification

If the Court for any reason does not finally approve this Settlement, this Agreement shall be null and void and all Parties to this Settlement shall stand in the same position, without prejudice, as if the Settlement had been neither entered into nor filed with the Court.

Invalidation of any material portion of this Agreement shall invalidate this Settlement in its entirety unless the Parties shall agree in writing that the remaining provisions shall remain in full force and effect.

V. RELEASED CLASS CLAIMS AND RELEASED PAGA CLAIMS BY THE SETTLEMENT CLASS MEMBERS AND PAGA GROUP MEMBERS

Upon entry of the Final Approval Order and Judgment, the Effective Date occurring and

Defendants funding the Gross Settlement Amount, all Participating Class Members, on behalf of themselves, and each of their respective heirs, representatives, successors, assigns, executors, agents, personal representatives, affiliated business entities (if any), fully releases and forever discharges the Released Parties from any and all Released Class Claims that accrued during the Class Periods.

Upon entry of the Final Approval Order and Judgment, the Effective Date occurring and Defendants funding the Gross Settlement Amount, all PAGA Group Members and Plaintiffs, on behalf of themselves, and each of their respective heirs, representatives, successors, assigns, executors, agents, personal representatives, affiliated business entities (if any) and attorneys, fully release and forever discharge the Released Parties from any and all Released PAGA Claims that accrued during the PAGA Period.

VI. RELEASE BY THE PLAINTIFFS

Upon entry of the Final Approval Order and Judgment, the Effective Date occurring and Defendants funding the Gross Settlement Amount, the Plaintiffs Steven Porter, Andre Stokes, Todd Gasser, Curtis Baldwin, Robb Lewis, Antonio Reyes, and Bernardo Romero, for themselves individually, their respective successors, assigns, agents, executors, heirs and personal representatives, and/or affiliated business entities, spouse and attorneys, and any and all of them, voluntarily and with the advice of counsel, waive and fully release and forever discharge the Released Parties from any and all claims, liabilities, agreements, obligations, losses, damages, costs, expenses, attorneys' fees, injuries, demands, indemnities and causes of action of every kind and nature in law, equity or otherwise, known or unknown, suspected or unsuspected, disclosed or undisclosed, contingent or accrued, including but not limited to those arising out of or in any way connected with Plaintiffs' relationships with any of the Released Parties, or any other occurrences, actions, omissions or claims whatever, known or unknown, suspected or unsuspected, which the Plaintiffs now own or hold or have at any time heretofore owned or held as against any of the Released Parties.

Plaintiffs Steven Porter, Andre Stokes, Todd Gasser, Curtis Baldwin, Robb Lewis, Antonio Reyes, and Bernardo Romero each hereby further release all unknown claims against any of the Released Parties, covered by California Civil Code Section 1542 provides:

"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."

The Plaintiffs expressly waive the provisions of Section 1542 with full knowledge and with the specific intent to release all known or unknown, suspected or unsuspected, claims arising on or before the Effective Date of the Settlement, and, therefore, specifically waive the provisions of any statute, rule, decision, or other source of law of the United States or of any state of the United States or any subdivision of a state which prevents release of unknown claims.

VII. MISCELLANEOUS PROVISIONS

A. Amendments

This Agreement may only be modified or changed by a writing signed by the Parties or by their counsel.

B. Integrated Agreement

After this Agreement is signed and delivered by all Parties to the Action and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties to the Action relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.

C. No Inducements

Plaintiffs and Defendants acknowledge that they are entering into this Agreement as a free and voluntary act without duress or undue pressure or influence of any kind or nature whatsoever and that neither Plaintiffs nor Defendants have relied on any promises, representations, or warranties regarding the subject matter hereof other than as set forth in this Agreement.

D. No Prior Assignment

The Parties hereto represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or rights herein released and discharged except as set forth herein.

E. No Retaliation or Advice

Defendants agree not to retaliate against any Class Member, and Defendants will not induce or offer any advice to any Class Member to opt out of, or object to, the Settlement.

F. Attorneys' Fees

To the extent that any Party institutes any legal action, arbitration, or other proceeding to enforce the terms of the Settlement, the prevailing Party will be entitled to recover their reasonable attorneys' fees and costs from the other Party or Parties.

G. Applicable Law

All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.

H. Entry of Judgment Pursuant to Terms of Settlement

The Parties agree that upon granting final approval of the Settlement, the Court may enter final judgment pursuant to the terms of this Settlement.

I. Continuing Jurisdiction of the Court

The Parties agree that the Court shall retain jurisdiction over the Parties, and over this Agreement, in order to: (i) monitor and enforce compliance with this Agreement, Final Approval Order and Judgment and/or any related order of this Court; and/or (ii) resolve any disputes over this Agreement or the administration of the benefits of this Settlement.

J. Notices

All notices, requests, demands and other communications required or permitted to be given pursuant to this Agreement shall be in writing, and shall be delivered personally or by first class mail to the undersigned persons at their respective addresses as set forth below:

CLASS COUNSEL:

Brian J. Mankin, Esq.
brian@lmlfirm.com
Peter J. Carlson, Esq.
peter@lmlfirm.com
LAUBY, MANKIN & LAUBY LLP
5198 Arlington Avenue, PMB 513
Riverside, California 92504

COUNSEL FOR DEFENDANTS:

Christopher C. McNatt, Jr. (SBN 174559)
cmcnatt@scopelitis.com
SCOPELITIS, GARVIN, LIGHT, HANSON & FEARY, L.L.P.
2 North Lake Avenue, Suite 560
Pasadena, CA 91101
Phone: (626) 795-4700

Andrew J. Butcher
abutcher@scopelitis.com
Jared S. Kramer
jskramer@scopelitis.com
Matthew H. Payne
mpayne@scopelitis.com
SCOPELITIS, GARVIN, LIGHT, HANSON & FEARY, P.C.
30 West Monroe Street, Suite 1600
Chicago, IL 60603
Phone: (312) 255-7200

K. Binding on Successors

This Agreement shall be binding and shall inure to the benefit of the Parties to the Action and their respective successors, assigns, executors, administrators, heirs, and legal representatives.

L. No Prevailing Party

No Party shall be considered a prevailing party for any purpose. Except as otherwise provided for in this Agreement, each Party shall bear its or their own attorney fees and costs.

M. Counterparts

This Agreement, and any amendments hereto, may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which taken together shall constitute the same instrument.

N. Warranties and Representations

With respect to themselves, each of the Parties to this Action and or their agent or counsel represents, covenants, and warrants that they have full power and authority to enter and consummate all transactions contemplated by this Agreement and have duly authorized the execution, delivery, and performance of this Agreement.

O. Representation by Counsel

The Parties to this Action acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel.

P. Parties' Authority

The signatories hereto hereby represent that they are fully authorized to enter into this Agreement and bind the Parties to the terms and conditions of this Settlement.

Q. Limitations on Disclosure

Plaintiffs and Defendants agree that (except for purposes of enforcement) they shall not issue any press release regarding the Settlement. Plaintiffs, Defendants, and their respective counsel agree that they shall not respond substantively to any press inquiry or otherwise communicate with the press regarding this Settlement. Class Counsel shall not utilize this Settlement in any way in their marketing or advertising materials or website. Notwithstanding the above, Class Counsel may communicate to any court the terms of the Settlement for purposes of conditional class certification, and for preliminary approval and final approval of the Settlement.

This Agreement, the Settlement, and any proceedings or actions or negotiations in connection therewith shall be deemed settlement communications covered by California Evidence Code Sections 1115-1128, 1152-1154, Federal Rule of Evidence 408, and any other similar provisions or law, and shall not be construed as an admission of truth of any allegation or the validity of any cause of action or claim asserted or of any liability therein.

IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly authorized attorneys, as of the day and year herein set forth.

Dated: 1/30/2026 **PLAINTIFF AND CLASS REPRESENTATIVE**

Andre L.Stokes
Andre L.Stokes (Jan 30, 2026 12:29:52 PST)

Andre Stokes

Dated: ________________ **PLAINTIFF AND CLASS REPRESENTATIVE**

____
Steven Porter

Dated: ________________ **PLAINTIFF AND CLASS REPRESENTATIVE**

____
Todd Gasser

Dated: ________________ **PLAINTIFF AND CLASS REPRESENTATIVE**

____
Curtis Baldwin

Dated: ________________ **PLAINTIFF AND CLASS REPRESENTATIVE**

____
Robb Lewis

Dated: ________________ **PLAINTIFF AND CLASS REPRESENTATIVE**

____
Antonio Reyes

Dated: ________________ **PLAINTIFF AND CLASS REPRESENTATIVE**

____
Bernardo Romero

Dated: 1.29.26 **DEFENDANT HIRSCHBACH MOTOR LINES, INC.**

____

By: Cole Foster

Title: Senior Attorney

Dated: 1.29.26 **DEFENDANT JOHN CHRISTNER TRUCKING, LLC**

____

By: Cole Foster

____
Andre Stokes

Dated: Jan 30, 2026 **PLAINTIFF AND CLASS REPRESENTATIVE**

Steven Alexander porter (Jan 30, 2026 07:15:24 PST)
Steven Porter

Dated: ________________ **PLAINTIFF AND CLASS REPRESENTATIVE**

____
Todd Gasser

Dated: ________________ **PLAINTIFF AND CLASS REPRESENTATIVE**

____
Curtis Baldwin

Dated: ________________ **PLAINTIFF AND CLASS REPRESENTATIVE**

____
Robb Lewis

Dated: ________________ **PLAINTIFF AND CLASS REPRESENTATIVE**

____
Antonio Reyes

Dated: ________________ **PLAINTIFF AND CLASS REPRESENTATIVE**

____
Bernardo Romero

Dated: 1.29.26 **DEFENDANT HIRSCHBACH MOTOR LINES, INC.**

____

By: Cole Foster

Title: Senior Attorney

Dated: 1.29.26 **DEFENDANT JOHN CHRISTNER TRUCKING, LLC**

____

By: Cole Foster

Andre Stokes

Dated: ________________ **PLAINTIFF AND CLASS REPRESENTATIVE**

Steven Porter

Dated: Feb 3, 2026 **PLAINTIFF AND CLASS REPRESENTATIVE**

Todd Gasser (Feb 3, 2026 09:13:22 PST)

Todd Gasser

Dated: ________________ **PLAINTIFF AND CLASS REPRESENTATIVE**

Curtis Baldwin

Dated: ________________ **PLAINTIFF AND CLASS REPRESENTATIVE**

Robb Lewis

Dated: ________________ **PLAINTIFF AND CLASS REPRESENTATIVE**

Antonio Reyes

Dated: ________________ **PLAINTIFF AND CLASS REPRESENTATIVE**

Bernardo Romero

Dated: 1.29.26 **DEFENDANT HIRSCHBACH MOTOR LINES, INC.**

By: Cole Foster

Title: Senior Attorney

Dated: 1.29.26 **DEFENDANT JOHN CHRISTNER TRUCKING, LLC**

By: Cole Foster

Andre Stokes

Dated: ________________ **PLAINTIFF AND CLASS REPRESENTATIVE**

Steven Porter

Dated: ________________ **PLAINTIFF AND CLASS REPRESENTATIVE**

Todd Gasser

Dated: Jan 29, 2026 **PLAINTIFF AND CLASS REPRESENTATIVE**

Curtis Baldwin sr (Jan 29, 2026 21:00:01 PST)

Curtis Baldwin

Dated: ________________ **PLAINTIFF AND CLASS REPRESENTATIVE**

Robb Lewis

Dated: ________________ **PLAINTIFF AND CLASS REPRESENTATIVE**

Antonio Reyes

Dated: ________________ **PLAINTIFF AND CLASS REPRESENTATIVE**

Bernardo Romero

Dated: 1.29.26 **DEFENDANT HIRSCHBACH MOTOR LINES, INC.**

By: Cole Foster

Title: Senior Attorney

Dated: 1.29.26 **DEFENDANT JOHN CHRISTNER TRUCKING, LLC**

By: Cole Foster

Andre Stokes

Dated: ________________ **PLAINTIFF AND CLASS REPRESENTATIVE**

Steven Porter

Dated: ________________ **PLAINTIFF AND CLASS REPRESENTATIVE**

Todd Gasser

Dated: ________________ **PLAINTIFF AND CLASS REPRESENTATIVE**

Curtis Baldwin

Dated: Jan 30, 2026 **PLAINTIFF AND CLASS REPRESENTATIVE**

Robb Lewis Jr (Jan 30, 2026 20:49:23 CST)

Robb Lewis

Dated: ________________ **PLAINTIFF AND CLASS REPRESENTATIVE**

Antonio Reyes

Dated: ________________ **PLAINTIFF AND CLASS REPRESENTATIVE**

Bernardo Romero

Dated: 1.29.26 **DEFENDANT HIRSCHBACH MOTOR LINES, INC.**

By: Cole Foster

Title: Senior Attorney

Dated: 1.29.26 **DEFENDANT JOHN CHRISTNER TRUCKING, LLC**

By: Cole Foster

Andre Stokes

Dated: ________________ **PLAINTIFF AND CLASS REPRESENTATIVE**

Steven Porter

Dated: ________________ **PLAINTIFF AND CLASS REPRESENTATIVE**

Todd Gasser

Dated: ________________ **PLAINTIFF AND CLASS REPRESENTATIVE**

Curtis Baldwin

Dated: ________________ **PLAINTIFF AND CLASS REPRESENTATIVE**

Robb Lewis

Dated: Jan 30, 2026 **PLAINTIFF AND CLASS REPRESENTATIVE**

Antonio Reyes (Jan 30, 2026 07:39:59 PST)

Antonio Reyes

Dated: ________________ **PLAINTIFF AND CLASS REPRESENTATIVE**

Bernardo Romero

Dated: 1.29.26 **DEFENDANT HIRSCHBACH MOTOR LINES, INC.**

By: Cole Foster

Title: Senior Attorney

Dated: 1.29.26 **DEFENDANT JOHN CHRISTNER TRUCKING, LLC**

By: Cole Foster

Andre Stokes

Dated: ________________ **PLAINTIFF AND CLASS REPRESENTATIVE**

Steven Porter

Dated: ________________ **PLAINTIFF AND CLASS REPRESENTATIVE**

Todd Gasser

Dated: ________________ **PLAINTIFF AND CLASS REPRESENTATIVE**

Curtis Baldwin

Dated: ________________ **PLAINTIFF AND CLASS REPRESENTATIVE**

Robb Lewis

Dated: ________________ **PLAINTIFF AND CLASS REPRESENTATIVE**

Antonio Reyes

Dated: Jan 29, 2026 **PLAINTIFF AND CLASS REPRESENTATIVE**

Bernardo Romeo (Jan 29, 2026 22:06:53 CST)

Bernardo Romero

Dated: 1.29.26 **DEFENDANT HIRSCHBACH MOTOR LINES, INC.**

By: Cole Foster

Title: Senior Attorney

Dated: 1.29.26 **DEFENDANT JOHN CHRISTNER TRUCKING, LLC**

By: Cole Foster

____
Andre Stokes

Dated: _______________ **PLAINTIFF AND CLASS REPRESENTATIVE**

____
Steven Porter

Dated: _______________ **PLAINTIFF AND CLASS REPRESENTATIVE**

____
Todd Gasser

Dated: _______________ **PLAINTIFF AND CLASS REPRESENTATIVE**

____
Curtis Baldwin

Dated: _______________ **PLAINTIFF AND CLASS REPRESENTATIVE**

____
Robb Lewis

Dated: _______________ **PLAINTIFF AND CLASS REPRESENTATIVE**

____
Antonio Reyes

Dated: _______________ **PLAINTIFF AND CLASS REPRESENTATIVE**

____
Bernardo Romero

Dated: 1.29.26 **DEFENDANT HIRSCHBACH MOTOR LINES, INC.**

Cole M Foster
____

By: Cole Foster

Title: Senior Attorney

Dated: 1.29.26 **DEFENDANT JOHN CHRISTNER TRUCKING, LLC**

Cole M Foster
____

By: Cole Foster

Title: Senior Attorney

Dated: 1.29.26

DEFENDANT HIRSCHBACH, INC.

By: Cole Foster
Title: Senior Attorney

APPROVED AS TO FORM:

Dated: 2/3/2026

CLASS COUNSEL
LAUBY, MANKIN & LAUBY LLP

Brian J. Mankin, Esq.
Attorneys for Plaintiffs

Dated: 1/29/2026

DEFENSE COUNSEL:
SCOPELITIS, GARVIN, LIGHT, HANSON & FEARY, LLP
SCOPELITIS, GARVIN, LIGHT, HANSON & FEARY, P.C.

Christopher C. McNatt, Jr., Esq.
Jared S. Kramer, Esq.
Attorneys for Defendants

4937-0816-5492, v. 9

EXHIBIT “B”

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

STEVEN PORTER, individually, on a representative basis, and on behalf of all others similarly situated; Plaintiff, vs. JOHN CHRISTNER TRUCKING, LLC, an Oklahoma Limited Liability Company; HIRSCHBACH, INC., an Indiana Corporation; HIRSCHBACH MOTOR LINES, INC., an Iowa Corporation; and DOES 1 through 20, inclusive; Defendants.	Case No.: CVRI2406864 *[Assigned to Hon. Harold Hopp, Dept 1, for all purposes]* **[~~PROPOSED~~] ORDER:** **1) PRELIMINARILY APPROVING CLASS ACTION AND PAGA SETTLEMENT;** **2) CONDITIONALLY CERTIFYING A CLASS FOR SETTLEMENT PURPOSES ONLY;** **3) DIRECTING DISTRIBUTION TO THE CLASS OF THE SETTLEMENT NOTICE AND EXPLANATION FORM; AND** **4) SETTING A HEARING FOR FINAL APPROVAL OF THE SETTLEMENT**

Having reviewed the Class Action and PAGA Settlement Agreement (the "Settlement Agreement" or "S.A."), which is attached as Exhibit A to the Declaration of Brian Mankin in Support of Motion for Preliminary Approval of Class Action and PAGA Settlement filed on February 18, 2026, between Plaintiffs Steven Porter, Andre Stokes, Todd Gasser, Curtis Baldwin, Robb Lewis, Antonio Reyes, and Bernardo Romero ("Plaintiffs") and Defendants John Christner Trucking, LLC, Hirschbach, Inc., and Hirschbach Motor Lines, Inc. ("Defendants") (collectively, the "Parties"), as well as the Memorandum of Points and Authorities in Support of the Unopposed Motion for Preliminary Approval of Class Action Settlement, the documents submitted in support of the motion, and all supporting legal authorities and documents, IT IS HEREBY ORDERED:

1. The Court GRANTS preliminary approval of the Settlement based upon the terms set forth in the Settlement Agreement and finds its terms to be within the range of reasonableness of a settlement that ultimately could be granted final approval by the Court at a Final Approval hearing. The settlement appears to be fair, adequate and reasonable to the Class. Based on a review of the papers submitted by Plaintiffs, the Court finds that the Settlement is the result of arms-length negotiations conducted after the Parties adequately investigated and became familiar with the strengths and weaknesses of the claims. The assistance of an experienced mediator in the Settlement process supports the Court's conclusion that the Settlement is non-collusive.

2. For settlement purposes only, the Court finds that the proposed Class is ascertainable and that there is a sufficiently defined community of interest among the Class Members in questions of law and fact. The Court, therefore, conditionally certifies the following Class and Subclasses, for settlement purposes only:

a. The "Class Members" are defined as "all members of the Contractor Subclass and the Employee Subclass."

b. The "Contractor Subclass" is defined as "all current and former California resident truck drivers who, on behalf of themselves or a business, entered into a written contract to provide equipment and delivery services as independent contracts for any of the Defendants, and performed services for any of the Defendants in the State of California at any time during the Contractor Subclass Period." And the "Contractor Subclass Period" is the period of September 30, 2020 through the earlier of the Preliminary Approval Date or June 3, 2026.

c. The "Employee Subclass" is defined as "all current and former California resident truck drivers employed by any of the Defendants who drove in California at any time during the Employee Subclass Period." And the "Employee Subclass Period" is the period of March 11, 2020 through the earlier of the Preliminary Approval Date or June 3, 2026.

3. Additionally, the "PAGA Group Members" are defined to include: "(a) all current and former California resident truck drivers employed by any of the Defendants who drove in California at any time during the PAGA Period; and (b) all current and former California resident truck drivers who, on behalf of themselves or a business, entered into a written contract to provide equipment and delivery services as independent contractors for any of the Defendants, and performed services for any of the Defendants in the State of California at any time during the PAGA Period." And the "PAGA Period" is the period from March 8, 2023 through the earlier of the Preliminary Approval Date or June 3, 2026.

4. The class action settlement set forth in the Settlement Agreement between Plaintiffs and Defendants is preliminarily approved as it appears to be proper, to fall within the range of a fair, reasonable, and adequate settlement, and to be presumptively valid, subject only to any objections that may be raised at the Final Approval Hearing.

5. For settlement purposes only, the Court appoints Plaintiffs Steven Porter, Andre Stokes, Todd Gasser, Curtis Baldwin, Robb Lewis, Antonio Reyes, and Bernardo Romero as Class Representatives, and Brian Mankin and Peter Carlson as Class Counsel.

6. The Court approves CPT Group to act as the Settlement Administrator, who is directed to fulfill all of the duties and services set forth in the Settlement Agreement.

7. The Court approves, as to form and content, the Class Notice, Exclusion Form, and Objection Form (attached hereto as Exhibits A, B, and C, respectively) that the Class

Members may use. The Court further finds the Class Notice, Exclusion Form, and Objection Form fairly apprise the Class Members of the terms of the settlement and of their options in connection with the settlement. Upon receipt of any Objection Form and/or Exclusion Form, the Settlement Administrator shall send copies of the same to Class Counsel.

8. The Settlement Administrator shall file a declaration concurrently with the Motion for Final Approval, authenticating a copy of every Objection Form and Exclusion Form received by the Settlement Administrator.

9. In the event of a continuance of the hearing of the motion for final approval, the Settlement Administrator must give notice of such continuance to any objecting party.

10. Class Members who wish to request exclusion or object to the Settlement via the Exclusion Form and/or Objection Form are directed to mail the appropriate form above to the Settlement Administrator (and not to the Court) within the time periods set forth in the Class Notice. Additionally, Class Members may dispute Weeks Worked by submitting a dispute and following the requirements and time periods set forth in the Notice.

11. The Settlement Administrator is directed to mail the Notice, Request for Exclusion Form, Objection Form and Dispute Form by first class mail to the Class Members in English in accordance with the Settlement Agreement and schedule set forth below.

12. The Court finds that the deadlines and methods set forth in the Settlement Agreement for the mailing of the Notice and related forms described herein meet the requirements of due process, provide the best notice practicable under the circumstances, constitute due and sufficient notice to all persons entitled to notice, and satisfy the requirements of California law.

13. The Court directs the Settlement Administrator to perform address verification measures and mail the Notice Packet by first class mail to the Class Members not later than 15 days after it receives the "Settlement Data" as defined in the Settlement Agreement and to carry out the Settlement according to the terms of the Settlement Agreement and in conformity with this Order. The Parties are also ordered to carry out the Settlement according to the terms of the Settlement Agreement.

14. All Class Members shall be deemed to participate in the Settlement, although any Class Member who wishes to comment on or object to the Settlement or who elects not to participate in the Settlement has until forty-five (45) days after the mailing of the Notice Packet to submit an objection or Request to be Excluded, pursuant to the procedures set forth in the Notice.

15. The Court approves the handling of unclaimed funds set forth in the Settlement Agreement, specifically that any unclaimed funds in the Administrator's account as a result of a failure to timely cash a settlement check shall be issued to the State Controller's Office in the name of the Class Member, as set forth in the Settlement Agreement.

16. The following dates shall govern for purposes of this settlement:

March 12, 2026	Preliminary Approval (PA) hearing
April 27, 2026 *(45 days after PA + 1 for weekend)*	Deadline for Administrator to complete first mailing of the Notice Packet to all Class Members.
June 11, 2026 *(45 days after mailing)*	Deadline for Class Members to submit Requests for Exclusion and Objections to the settlement.
16 court days before Final Approval hearing	Deadline for Plaintiffs to file and serve Motion for Final Approval and application for award of fees, costs and service payments.
9 court days before Final Approval hearing	Deadline for filing of any written opposition to Plaintiffs' Motion for Final Approval, or filing response to an objection.
Date: AUG - 4, 2026 Time: 8:30 a.m.	Final Approval Hearing *Proposed date: August 4, 2026*

17. A final approval hearing shall be held in this Court on the date and time above to determine (A) whether the proposed settlement is fair, reasonable, and adequate and should be finally approved by the Court; (B) the amount of Attorneys' Fees and Costs Award to Class Counsel; and (C) the amount of the Service Payment to the Class Representatives. Class Members who object to the Settlement may, but are not required to, appear at the final approval hearing.

18. Neither this Order, the Settlement Agreement, nor any document referred to therein, nor any action taken to carry out the settlement embodied in the Settlement Agreement may be construed as, or may be used by Plaintiffs or the Class Members in this Action as an admission by or against Defendants or any of the other Released Parties (as that term is defined in the Settlement Agreement) of any fault, wrongdoing or liability whatsoever.

19. The Court may, for good cause shown, extend any of the deadlines set forth in this Order. If any Class Member submits an objection to the settlement and the Final Approval Hearing is continued, the Settlement Administrator is directed to give notice of the new hearing date to the objecting party.

20. If the Settlement Agreement does not receive final approval or the Effective Date of the Settlement does not occur, this Order shall be rendered null and void and shall be vacated.

Date: 3/12/26

Honorable Harold Hopp

EXHIBIT "C"

All Expenses

Lauby, Mankin & Lauby LLP

Staff Member = All (Inactive Included)
Group By Staff Member Group
Client - Project = 14000-00602 Gasser v JCT (Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Expense	Staff Member	Price	Mark Up %	Qty	Amount
Todd Gasser							
14000-00602 Gasser v JCT							
09-30-2024	Approved	E108 Postage	Chiarito, Tracie	34.35	0.00	1.00	34.35
	Postage for September 2024						
09-30-2024	Approved	E101 Copying	Chiarito, Tracie	0.20	0.00	108.00	21.60
	108 copies @ .20 each - initial letters to companies						
09-30-2024	Approved	E112 Court fees	Chiarito, Tracie	75.00	0.00	1.00	75.00
	Check #10304 to LWDA - submit PAGA letter						
10-09-2024	Approved	Attorney Service	Chiarito, Tracie	1,519.12	0.00	1.00	1,519.12
	OneLegal Order #23832825 - file complaint (Class - Gasser and Porter)						
11-27-2024	Approved	Attorney Service	Chiarito, Tracie	20.96	0.00	1.00	20.96
	OneLegal Order #24221645 - file CMC Statement						
12-18-2024	Approved	Attorney Service	Chiarito, Tracie	1,519.12	0.00	1.00	1,519.12
	OneLegal Order #24279382 - file PAGA Complaint (Porter)						
02-03-2025	Approved	Attorney Service	Chiarito, Tracie	23.02	0.00	1.00	23.02
	OneLegal Order #24627634 - file Joint Statement (PAGA)						
02-03-2025	Approved	Attorney Service	Chiarito, Tracie	23.02	0.00	1.00	23.02
	OneLegal Order #24627617 - file Joint Statement (Class)						
04-30-2025	Approved	Attorney Service	Chiarito, Tracie	44.71	0.00	1.00	44.71
	OneLegal Order #25267577 - file Stip and Order to Cont CMC (PAGA)						
07-07-2025	Approved	Attorney Service	Chiarito, Tracie	23.02	0.00	1.00	23.02
	OneLegal Order #25723904 - file Dec and Order re Lift Stay						
07-24-2025	Approved		Fernandez, Edward	908.64	0.00	1.00	908.64
	Tech for Law - Inv # 3016 - Mailer to class regarding claims						
12-04-2025	Approved	Attorney Service	Chiarito, Tracie	44.71	0.00	1.00	44.71
	OneLegal Order #26920848 - file Stip and Order to File FAC and Set MPA						
03-02-2026	Approved	Attorney Service	Chiarito, Tracie	45.85	0.00	1.00	45.85
	OneLegal Order #27442596 - file Stip and Order to File FAC						
03-03-2026	Approved	Attorney Service	Chiarito, Tracie	87.25	0.00	1.00	87.25
	OneLegal Order #27499324 - file MPA						
03-09-2026	Approved	Attorney Service	Chiarito, Tracie	24.12	0.00	1.00	24.12
	OneLegal Order #27644174 - file FAC						
07-13-2026	Approved	Attorney Service	Chiarito, Tracie	150.00	0.00	1.00	150.00
	Estimated costs to file MFA and supporting documents						
						Project Total	**4,564.49**

All Expenses
Lauby, Mankin & Lauby LLP

Staff Member = All (Inactive Included)
Group By Staff Member Group
Client - Project = 14000-00602 Gasser v JCT (Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Expense	Staff Member	Price	Mark Up %	Qty	Amount
Todd Gasser							
						Client Total	**4,564.49**
						Grand Total	**4,564.49**

All Expenses

Lauby, Mankin & Lauby LLP

Staff Member = All (Inactive Included)
Group By Staff Member Group
Client - Project = 14000-00574 Stokes v John Christner Trucking (Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Expense	Staff Member	Price	Mark Up %	Qty	Amount
Andre Stokes							
14000-00574 Stokes v John Christner Trucking							
03-08-2024	Approved	E112 Court fees	Chiarito, Tracie	75.00	0.00	1.00	75.00
	Receipt for LWDA - submit PAGA letter						
03-08-2024	Approved	E101 Copying	Chiarito, Tracie	0.20	0.00	168.00	33.60
	168 copies @ .20 each - initial letters to companies						
03-08-2024	Approved	E108 Postage	Chiarito, Tracie	30.87	0.00	1.00	30.87
	Postage for March 2024						
03-12-2024	Approved	Attorney Service	Chiarito, Tracie	1,648.60	0.00	1.00	1,648.60
	Bosco Inv #10578955 File and conform. -Certificate of Assignment -Civil Case Cover Sheet -Summons -Complaint *advance fees, complex case* Court: San Bernardino County Superior Court - Central District Completed on: 03/11/2024						
03-19-2024	Approved	Attorney Service	Chiarito, Tracie	321.49	0.00	1.00	321.49
	Bosco Inv #10597841 Serve: Hirschbach, Inc., an Indiana Corporation Summons; Complaint; Civil Case Cover Sheet; Certificate of Assignment; Notice of Case Assignment for all Purposes, Notice of Case Management Conference; ADR Court: San Bernardino County Superior Court - Central District Completed on: 03/13/2024						
03-20-2024	Approved	Attorney Service	Chiarito, Tracie	159.40	0.00	1.00	159.40
	Bosco Inv #10597792 Serve: John Christner Trucking, LLC, an Oklahoma Limited Liability Company Summons; Complaint; Civil Case Cover Sheet; Certificate of Assignment; Notice of Case Assignment for all Purposes, Notice of Case Management Conference; ADR Court: San Bernardino County Superior Court - Central District Completed on: 03/15/2024						
03-20-2024	Approved	Attorney Service	Chiarito, Tracie	136.44	0.00	1.00	136.44
	Bosco Inv #10597846 Serve: Hirschbach Motor Lines, Inc., an Iowa Corporation Summons; Complaint; Civil Case Cover Sheet; Certificate of Assignment; Notice of Case Assignment for all Purposes, Notice of Case Management Conference; ADR Court: San Bernardino County Superior Court - Central District Completed on: 03/13/2024						
03-21-2024	Approved	Attorney Service	Chiarito, Tracie	59.95	0.00	1.00	59.95

Entered	Status	Expense	Staff Member	Price	Mark Up %	Qty	Amount
Andre Stokes							
14000-00574 Stokes v John Christner Trucking							
	Bosco Inv #10642160 File and Conform: Proof of Service (3) Court: San Bernardino County Superior Court - Central District Completed on: 03/20/2024						
04-12-2024	Approved	Attorney Service	Chiarito, Tracie	59.95	0.00	1.00	59.95
	Bosco Inv #10840692 File and conform at: Superior Court 8303 Haven Ave. Rancho Cucamonga Dept. R12 -Peremptory Challenge Court: San Bernardino County Superior Court - Central District Completed on: 04/11/2024						
05-20-2024	Approved	Attorney Service	Chiarito, Tracie	71.15	0.00	1.00	71.15
	Bosco Inv #11076542 File and conform at: Civil Court 8303 Haven Ave. Rancho Cucamonga -Stipulation to Allow Plaintiff to File First Amended Complaint; Proposed Order *advance $20 filing fee* Court: San Bernardino County Superior Court - Central District Completed on: 05/1712024						
05-28-2024	Approved	Attorney Service	Chiarito, Tracie	103.65	0.00	1.00	103.65
	Bosco Inv #11108980 File and conform at: Civil Court 8303 Haven Ave. Rancho Cucamonga -Stipulation to Allow Plaintiff to File First Amended Complaint; Proposed Order *advance $20 filing fee* ***the docket reflects that Defendants first appearance fees have been received. Please resubmit*** Court: San Bernardino County Superior Court - Central District Completed on : 05/24/2024						
06-10-2024	Approved	Attorney Service	Chiarito, Tracie	20.68	0.00	1.00	20.68
	OneLegal Order #23086411 - file FAC						
07-31-2024	Approved	Attorney Service	Chiarito, Tracie	9.36	0.00	1.00	9.36
	Loopup Inv #489872 for 7/25/24 conference call						

All Expenses

Lauby, Mankin & Lauby LLP

Staff Member = All (Inactive Included)
Group By Staff Member Group
Client - Project = 14000-00574 Stokes v John Christner Trucking (Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Expense	Staff Member	Price	Mark Up %	Qty	Amount
Andre Stokes							
14000-00574 Stokes v John Christner Trucking							
09-06-2024	Approved	Attorney Service	Chiarito, Tracie	59.95	0.00	1.00	59.95
	Bosco Inv #11734437 File and conform at: Civil Court 8303 Haven Ave. Rancho Cucamonga -Case Management Conference Statement Court: San Bernardino County Superior Court - Central District Completed on: 09/05/2024						
09-30-2024	Approved	Attorney Service	Chiarito, Tracie	29.05	0.00	1.00	29.05
	LoopUp Inv #498479 for 9/19/24 conference call						
09-30-2024	Approved	Attorney Service	Chiarito, Tracie	11.20	0.00	1.00	11.20
	PACER fees for 3rd Quarter 2024						
10-31-2024	Approved	Attorney Service	Chiarito, Tracie	13.47	0.00	1.00	13.47
	LoopUp Inv #502427 for 10/30/24 conference call						
02-28-2025	Approved	Attorney Service	Chiarito, Tracie	12.30	0.00	1.00	12.30
	LoopUp Inv #516036 for 2/19/25 conference call						
07-02-2025	Approved	E125 Mediation fees	Chiarito, Tracie	11,500.00	0.00	1.00	11,500.00
	Mediation Negotiations Inv #5940 for 10/14/25 mediation with Stephanie Chow						
08-29-2025	Approved	Attorney Service	Chiarito, Tracie	45.32	0.00	1.00	45.32
	OneLegal Order #26185264 - file Stip and Order to Cont CMC						
03-16-2026	Approved	Attorney Service	Chiarito, Tracie	18.58	0.00	1.00	18.58
	OneLegal Order #27579983 - submit Stip to Cont CMC (Stokes-SBDO)						
						Project Total	**14,420.01**
						Client Total	**14,420.01**
						Grand Total	**14,420.01**

EXHIBIT “D”