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Attorneys for PLAINTIFF,
FRANK FENG

SUPERIOR COURT FOR THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

FRANK FENG, an individual,

Plaintiff,

v.

LZ LOGISTICS INC., a California Corporation;
Sinshin Transportation Inc., a California
Corporation; XU LIU, an individual; FAN LIU,
an individual; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: CIVSB2333121

**DECLARATION OF TONY ZHAO IN
SUPPORT OF PLAINTIFF'S UNOPPOSED
MOTION FOR APPROVAL OF PAGA
SETTLEMENT**

Complaint Filed: 12/22/2024
FAC Filed: 12/23/2024
Trial Date: 05/11 2026

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DECLARATION OF TONY ZHAO

I, Tony Zhao, declare the following:

1. I am a shareholder at Emanate Law Group P.C., counsel of record for Plaintiff Frank Feng (“Plaintiff”). I submit this declaration in support of Plaintiff’s Unopposed Motion For Approval Of PAGA Settlement.

2. On December 23, 2024, Plaintiff filed operative First Amended Complaint including a cause of action under the PAGA alleging Defendants’ wage and hour violations against Plaintiff and other Aggrieved Employees.

3. During the period of February to April 2024, I took the depositions of Xu Liu (individual Defendant, and CEO of Defendant LZ Logistics), Fan Liu (individual Defendant, and alleged Manager of LZ Logistics), and Manqing Zhang (alleged Manager of LZ Logistics). During the depositions, I rigorously examined the deponents about the nature and scope of the alleged Labor Code violations; Defendants’ policies and practices relating to the classification of Aggrieved Employees, timekeeping and record keeping, payment of wages, and meal and rest breaks.

4. Furthermore, concurrently, all Parties have propounded and responded to extensive written discovery regarding the above-referenced issues. Specifically Plaintiff has propounded and received responses to, from all Defendants, extensive Form Interrogatories, General, Form Interrogatories, Employment, Special Interrogatories, and Requests for Production of Documents. In terms of documents, Defendants produced at least the personnel file, communication records, and payroll records relating to Plaintiff. During discovery, Defendants represented that, due to the nature of a small business and due to a genuine belief that the Aggrieved Employees (who provided services to Defendants through their own, separate corporate entities) were independent contractors, did not have written timekeeping and payroll policies applicable to them. Based on subsequent conversation with Plaintiff, Plaintiff confirmed that there were no written timekeeping and payroll policies given to him or other Aggrieved Employees.

5. During written discovery, Plaintiff counsel wished to obtain Aggrieved Employees’ contact information to obtain additional information and testimony relating to the PAGA allegations in this case. Taking into consideration Defendants’ concern about Aggrieved Employees’ right of privacy, the

1 Parties used a third-party administrator, ILYM Group, Inc., to send Belaire-West notices to Aggrieved
2 Employees to ascertain if they would object to providing contact information and participating in the
3 discovery process.

4 6. However, based on ILYM Group, Inc.'s report, there were only 10 Aggrieved Employees
5 and all of them opted out of providing their contact information and refused to participate in communication
6 with Plaintiff's counsel about the allegations made in the lawsuit during the discovery process. Attached
7 as **Exhibit 1** is a true and correct copy of the third-party administrator's report.

8 7. Further, I learned through depositions of individual Defendants, and further conversation
9 with Plaintiff, that the Aggrieved Employees were interstate drivers.

10 8. After, Plaintiff counsel obtained sufficient information and data regarding both Plaintiff's
11 individual claims in this case and the PAGA claims, the Parties participated in a full-day mediation before
12 mediator Hon. David M. Chapman (retired) on November 12, 2025. After lengthy negotiation under the
13 guidance of mediator David Chapman, the Parties were able to reach an agreement to resolve Plaintiff's
14 PAGA claims, as well as Plaintiff's other individual claims in this case. Attached as **Exhibit 2** is a true
15 and correct copy of the parties' fully-executed PAGA Settlement Agreement.

16 9. I have sent to the LWDA notice of the proposed PAGA settlement, including a copy of the
17 parties' settlement agreement and Plaintiff's Motion For Approval Of PAGA Settlement.

18 10. I, and attorney-of-record Lin Zhan, at Emanate Law Group P.C., are experienced in class
19 action and PAGA lawsuits, and are able to competently represent the aggrieved employees and the State
20 in this case.

21 11. I obtained my JD degree from Cornell Law School in May 2016. In law school, his interest
22 in employment law started from taking a employment-law class. I was an active member of Cornell's
23 Labor Law Clinic, where I took on cases for indigent employee-clients on a pro bono basis. After
24 graduating from law school, I have exclusively practiced as an employment law attorney in California since
25 August 2016. I was an attorney at Jackson Lewis PC (a national employment-law boutique) from 2016 to
26 2021, and an attorney at Littler Mendelson PC (a national employment-law boutique) from January 2022
27 to June 2024. In June 2024, I founded Emanate Law Group P.C., an employment law boutique. During
28 my career as an employment law attorney, I have handled PAGA and wage and hour class actions from

1 case intake to resolution in state and federal courts, including drafting complaints or responsive pleadings,
2 drafting and responding to written discovery, taking and defending depositions, interviewing witnesses and
3 obtaining declarations, analyzing class data, negotiating with opposing counsel, drafting mediation briefs
4 and leading mediation, and leading settlement approval process. Examples of PAGA and/or class action
5 cases that I have handled include: *Shiqi Chen v. Jiuding International Inc. et al.* (Los Angeles Superior
6 Court Case No. 24STCV18824); *Chao Ye v. Apex Premier Food LLC* (Orange County Superior Court Case
7 No. 30-2024-01433987-CU-OE-CXC); *Xinyi Zhao v. FutureStitch Inc. et al* (Orange County Superior
8 Court Case No. 30-2024-01417333); *Jingwei Wang v. Yuejie, Inc.*, Los Angeles Sup. Ct. Case No.
9 25STCV01728; *Ashanti Anderson v. Steadfast Security, Inc.* Orange County Superior Court Case no. 30-
10 2025-01477771-CU-OE-CXC; *Wei Li v. TAWA Retail Group, Inc.*, Los Angeles Sup. Ct. Case No.
11 25STCV13052; *Yuxuan Chen v. 3CATEA-SG*, Los Angeles Sup. Ct. Case No. 25STCV06618; *Erik*
12 *Alvarado Vs United Seagull Foods, Inc., et al* (LA Superior Court Case No. 21STCV12385); *Mayra Cortez*
13 *v. Barksdale Inc.* (LA Superior Court Case No. 21STCV29193); *Gregory Durham v. Autism Spectrum*
14 *Therapist, LLC* (Central District of California Case No. 2:19-cv-07684-AB-JC); *Jesus Mendoza v.*
15 *Masonite Corporation* (Central District of California Case No. 5:21-cv-00025-SSS-KK).

16 12. My colleague Lin Zhan obtained his LL.M. in 2015 and J.D. in 2017 from the USC Gould
17 School of Law. Between 2017 and 2024, he worked exclusively in employment law at Harris & Ruble, a
18 boutique law firm specializing in employment class actions for plaintiffs and at Littler Mendelson P.C.
19 He received a wide-array of wage and hour class action experience performing the following types of
20 tasks: drafting demurrers; removing actions from state court to federal court; drafting and responding to
21 written discovery; drafting and opposing discovery related motions; drafting motions to consolidate
22 related matters; interviewing putative class members and obtaining declarations in connection with class
23 certification; drafting oppositions to motions for class certification; conducting exposure analyses to
24 assess the strengths and weaknesses of asserted claims, the likelihood of prevailing at class certification
25 and potential damages resulting from such claims; drafting mediation briefs.

26 13. In June 2024, Lin Zhan became as shareholder of Emanate Law Group P.C. and primarily
27 litigated wage and hour class actions. Currently, the vast majority of Lin Zhan's practice is dedicated
28 exclusively to the prosecution of wage and hour class actions. He has worked on a number of employment

related class-action matters: e.g., *Peter J. Yauri v. Kaleidoscope Productions et al*, C.D. Cal, 2:18-CV-02726; *Castaneda v. Upload Pictures Inc et al*, Los Angeles Superior Court, BC712863; *R Washington v. Framework Studio, LLC*, Los Angeles Superior Court, 18STCV00199; *D. Workman et al v. Awesomeness, LLC et al*, C.D. Cal, 2:19-CV-04269; *Douglas Workman v. Touchstone Television Productions, LLC*, Los Angeles Superior Court, 19STCV26095; *Travis Taylor v. NBC West, LLC*, C.D.Cal, 2:19-CV-07663; *Jerry Minton et al v. Earth Touch USA, LLC et al*, C.D.Cal, 2:19-CV-07881; *Agustin Castaneda v. Hungry Man, Inc.*, C.D. Cal, 2:19-CV-08441; *Jerome Divinity v. Pacific 2.1 Entertainment Group, Inc.*, Los Angeles Superior Court, 20STCV32700; *R. Sutton v. Fury Film Franchise LLC*, Los Angeles Superior Court, 20STCV37532; *Yan Zhuang v. Highlander Technology Company*, Los Angeles Superior Court, 20STCV37450; *David Gonzalez v. National Basketball Association, Inc.*, Los Angeles Superior Court, 21STCV02135; *Demetrie Cooley v. Nurulize, Inc.*, Los Angeles Superior Court, 21STCV10754; *Andrea Sachs v. Estee Lauder, Inc.*, Los Angeles Superior Court, 21STCV11928; *Timothy O'cain v. Tool Of North America, LLC*, Los Angeles Superior Court, 21STCV16755; *Paul Schwanke v. Cranetown Media, LLC*, Los Angeles Superior Court, 21STCV43940; *Omar Pena v. Showtime Pictures Development Co.*, Los Angeles Superior Court, 21STCV44755; *Michael Shearer v. Big Indie The Hunt, Inc.*, C.D.Cal, 2:22-CV-01492; *Thomas Pena v. Ayzenberg Group, Inc.*, Los Angeles Sup. Ct. Case No. 21STCV15447; *John Bigrigg V. Ride or Die productions, LLC*, Los Angeles Sup. Ct. Case No. 21STCV46488; *Schroeder v. Envoy Air, Inc.*, C.D. Cal. Case No. 16-cv-04911; *Fernandez v. Craft Beer Guild Distributing of California LLC*, Los Angeles Sup. Ct. Case No. 666562; *Bowman v. Burnt Ends, LLC*, C.D. Cal. Case No. 17-cv-05782; *Tanika Turley v. Chipotle Services, LLC*, San Francisco Superior Court Case No. CGC-15-544936; *Sherman v. CLP Resources, Inc.*, Central District of California Case No. Case No. CV 12-8080 GW (PLAx) consolidated with Case No. CV 12-8080 GW (PLAx), *Paul Tippin v. Biscuit Filmworks, LLC*, Los Angeles Superior Court Case No. 19STCV26633; *Wise v. Nature's Best, LLC*, Los Angeles Sup. Ct. Case No. 649808; *Dye v. Radford Studio Center, Inc.*, Los Angeles Sup. Ct. Case No. BC663326; *Tippin v. Optomen Productions, LLC*, Los Angeles Sup. Ct. Case No.18STCV06224; *Felipe Chavez v. Utility Tree Service, LLC*, C.D. Cal. Case No. 3:22-cv-01404-JES-DDL; *Florentino Lopez v. Utility Tree Service, LLC*, C.D. Cal. Case No. 3:22-cv-01404-JES-DDL; *Luis Hernandez v. Utility Tree Service, LLC*, C.D. Cal. Case No. 3:22-cv-01404-JES-DDL, *Chao Ye v. Apex*

1 *Premier Food LLC* (Orange County Superior Court Case No. 30-2024-01433987-CU-OE-CXC; *Jingwei*
2 *Wang v. Yuejie, Inc.*, Los Angeles Sup. Ct. Case No. 25STCV01728; *Ashanti Anderson v. Steadfast*
3 *Security, Inc.* Orange County Superior Court Case no. 30-2025-01477771-CU-OE-CXC; *Wei Li v. TAWA*
4 *Retail Group, Inc.*, Los Angeles Sup. Ct. Case No. 25STCV13052; *Yuxuan Chen v. 3CATEA-S*, Los
5 Angeles Sup. Ct. Case No. 25STCV06618.

6 14. The Parties have agreed to use ILYM Group, Inc. to administer the settlement. Due to the
7 uniquely small number of Aggrieved Employees and the limited value of the PAGA claims, and after
8 Plaintiff counsel's request, ILYM has agreed to reduce the estimated fees for settlement administration
9 from \$3,500 to \$1,500. ILYM Group, Inc. will distribute the notice of settlement, calculate individual
10 settlement payment and prepare and issue all disbursements to Aggrieved Employees, the LWDA,
11 Plaintiff, and Plaintiff's counsel. Attached as **Exhibit 3** is the draft Notice of PAGA Settlement and
12 Release of Claims to be distributed to the Aggrieved Employees.

13 ***

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

16 Executed on January 26, 2026 in Los Angeles, California.

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19 Signature: _____

20 Tony Zhao
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EXHIBIT 1

Frank Feng V. LZ Logistics INC., et al.

Report 10/09/2025

Plaintiff Counsel: EMANATE LAW GROUP, P.C.
Contact: Tony Zhao, Esq. & Lin Zhan, Esq.

Defense Counsel: CARRILLO LAW
Contact: Christopher Carrillo, Esq.

Summary

Total Class Size

10

Initial Mailing

September 9, 2025

Response Deadline

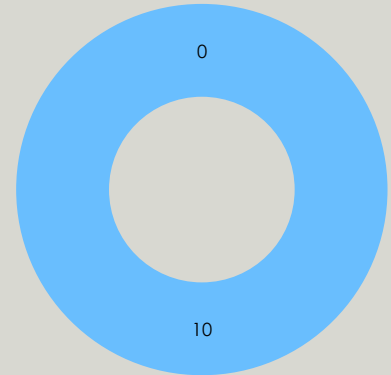
October 9, 2025

Class

ITEM	AMOUNT
Total Class Members:	10
Total Opt Outs Rec'd:	10
% of Opt Outs Rec'd:	100.00%

Percentage of Class to Opt Out

100.00%



Mailing

ITEM	AMOUNT
Notices Returned:	0
Forwarded Notices:	0
Notices Traced:	0
Notices Returned 2 nd Time:	0
Undeliverable Notices:	0
Requested Notices:	0
Notices Re-mailed:	0

ILYM GROUP, Inc.
SETTLEMENT ADMINISTRATION EXPERTS

NOTICE: All calculations in the weekly report are provided as a reference and will vary each week. Details regarding Claims and Settlement Amounts are based on preliminary data supplied to our office at the time of our involvement in the case. If you have questions regarding any data in this report, please contact your Claims Manager.

EXHIBIT 2

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Frank Feng (“Plaintiff”) and defendants LZ Logistics Inc.; Sinshin Transportation Inc.; Xu Liu; Fan Liu (collectively “Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties.”

1. DEFINITIONS.

- 1.1 “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendants captioned Frank Feng v. LZ Logistics Inc. et al. filed on December 23, 2025 (which is the filing date of Plaintiff’s operative First Amended Complaint) and pending in Superior Court of the State of California, County of San Bernardino (Case No. CIVSB2333121).
- 1.2 “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4 “Aggrieved Employee” means a person who worked for Defendants in the state of California during the PAGA Period.
- 1.5 “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendants’ possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number and number of PAGA Pay Periods.
- 1.6 “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces and direct contact by the Administrator with Aggrieved Employees.
- 1.7 “Court” means the Superior Court of California, County of San Bernardino.
- 1.8 “Defense Counsel” means Carrillo Law, located at 1881 S. Business Center Drive, Suite 7B, San Bernardino, CA 92408.
- 1.9 “Effective Date” means the date upon which the Court enters an Order approving the Settlement Agreement and dismissing the Action with prejudice.
- 1.10 “Gross Settlement Amount” means \$7,000 which is the total amount Defendants agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees

Payment, PAGA Counsel Litigation Expenses Payment and the Administrator's Expenses Payment.

- 1.11 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 35% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.12 "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 1.13 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i).
- 1.14 "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).
- 1.15 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.16 "PAGA Counsel" means Emanate Law Group P.C. (located at 355 South Grand Avenue, Suite 2450-#2184, Los Angeles, CA 90071) and Remedy Law Group LLP (located at 303 N Glenoaks Blvd Suite #200, Burbank, CA 91502), the attorneys representing the Plaintiff in the Action.
- 1.17 "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.
- 1.18 "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.19 "PAGA Period" means the time period from October 7, 2024 (the date that Plaintiff submitted his PAGA Notice to the California Labor and Workforce Development Agency) through the Effective Date of this Settlement Agreement.
- 1.20 "PAGA" means the Private Attorneys General Act (Lab. Code, § 2698. et seq.).
- 1.21 "PAGA Notice" means Plaintiff's October 7, 2024 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).
- 1.22 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees and the 65% to LWDA in settlement of PAGA claims.

- 1.23 “Plaintiff” means Frank Feng, the named plaintiff in the Action.
- 1.24 “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.25 “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.
- 1.26 “Released Parties” means Defendants and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and/or affiliates.
- 1.27 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.28 “Defendants” means named Defendants LZ Logistics Inc.; Sinshin Transportation Inc.; Xu Liu; and Fan Liu.

2. RECITALS.

- 2.1 On December 22, 2023, Plaintiff commenced this Action by filing a Complaint alleging sixteen causes of action against Defendants for alleged wage and hour violations against Plaintiff, as well as wrongful termination. On December 23, 2024, Plaintiff filed a First Amended Complaint alleging adding a seventeenth cause of action under the PAGA for alleged wage and hour violations against Aggrieved Employees. The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint”). Defendants denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice on October 7, 2024.
- 2.3 On November 12, 2025, the parties participated in an all-day mediation presided over by the Hon. David Chapman (Retired, former judge of Superior Court of Riverside County), which led to this Agreement to settle the Action.
- 2.4 Prior to mediation, the Parties mutually hired Administrator to send Bellaire-West notices Aggrieved Employees, where Aggrieved Employees was notified of this Action, were notified of Plaintiff counsel’s request in discovery to obtain the contact information of Aggrieved Employees in connection with investigation of the Action. Administrator received contact information of all ten Aggrieved Employees, sent the Bellaire-West notices to them, and subsequently all ten Aggrieved Employees stated they did not wish to have their contact information provided to Plaintiff’s counsel or otherwise participate in communication with Plaintiff’s counsel.
- 2.5 The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any

other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants promises to pay \$7,000 and no more as the Gross Settlement Amount. Defendants has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.
- 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
- 3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 25%, which is currently estimated to be \$1,750. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment. If the Court approves a PAGA Counsel Fees Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed \$1,500 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$1,500, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.3 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$3,750 to be paid from the Gross Settlement Amount, with 65% (\$2,437.5) allocated to the LWDA PAGA Payment and 35% (\$1,312.5) allocated to the Individual PAGA Payments.
- 3.2.3.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties (\$1,312.5) by the total number of PAGA Period Pay Periods worked by

all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

- 3.2.3.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimates there are ten (10) Aggrieved Employees who worked a total of five hundred (500) PAGA Pay Periods.

4.2 Aggrieved Employee Data. Within 15 calendar days, Defendants will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendants has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within 14 days after Defendants funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment. Disbursement of the PAGA Counsel Fees Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2 The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

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

5. RELEASES OF CLAIMS. Effective on the date when Defendants fully funds the entire Gross Settlement Amount Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and his, her or their respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors and assigns generally, release and discharge Released Parties from all claims, transactions or occurrences that occurred during the PAGA Period, including, but not limited to: all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release,

and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

5.2 Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

5.3 Release by PAGA Counsel:

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; and (ii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Lab. Code, §2699, subd. (l)(1)), this Agreement (Lab. Code, § 2699, subd. (l)(2)). In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 14 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of

the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES [and ESCALATOR CLAUSE]

Based on its records, Defendants estimates that, as of the date of this Settlement Agreement, there are ten (10) Aggrieved Employees who worked five hundred (500) Pay Periods during the PAGA Period.

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

- 9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

- 10.1 No Admission of Liability or Representative Manageability for Other Purposes. This

Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If for any reason the Court does not approve this Settlement, Defendants reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 10.2 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.3 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 10.4 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.
- 10.5 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.6 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.7 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

- 10.8 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.9 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.10 Confidentiality. To the extent permitted by law, all agreements made and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.11 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.12 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.13 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 10.14 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

Date

BY: _____
Xu Liu, on behalf of himself and Defendant LZ Logistics Inc.

Date

BY: _____
Fan Liu, on behalf of himself and Defendant Sinshin Transportation Inc.

Jan 21, 2026

Date

BY: 
Frank Feng (Jan 21, 2026 15:52:44 PST)
Frank Feng

Jan 21, 2026

Date

BY: 
Tony Zhao (Emanate Law Group P.C.)
Counsel for Plaintiff Frank Feng

Date

BY: _____
Chris Carrillo (Carrillo Law)
Counsel for Defendants LZ Logistics Inc.; Sinshin Transportation Inc.; Xu Liu; Fan Liu

1/21/2026
Date

BY: 
Xu Liu, on behalf of himself and Defendant LZ Logistics Inc.

1/21/26
Date

BY: 
Fan Liu, on behalf of himself and Defendant Sinshin Transportation Inc.

Date

BY: _____
Frank Feng

Date

BY: _____
Tony Zhao (Emanate Law Group P.C.)
Counsel for Plaintiff Frank Feng

1/21/26
Date

BY: CHRIS CARRILLO
Chris Carrillo (Carrillo Law)
Counsel for Defendants LZ Logistics Inc.; Sinshin Transportation Inc.; Xu Liu; Fan Liu

EXHIBIT 3

**EXHIBIT A (NOTICE OF PAGA SETTLEMENT AND RELEASE OF
CLAIMS)**

NOTICE OF PAGA SETTLEMENT AND RELEASE OF CLAIMS

Frank Feng v. LZ Logistics et al.

San Bernardino County Superior Court, Case No. CIVSB2333121

<<EMPLOYEE NAME>>

<<EMPLOYEE STREET ADDRESS>>

<<EMPLOYEE CITY, STATE, ZIP CODE>>

<<XXX-XX- >>

I. NOTICE OF PAGA SETTLEMENT

The San Bernardino County Superior Court (the "Court") has approved a settlement in the above-captioned action filed by Frank Feng ("Plaintiff") on behalf of himself and all other aggrieved employees.

In this lawsuit, Plaintiff is seeking to recover civil penalties for violations of the California Labor Code on behalf of the California Labor and Workforce Development Agency ("LWDA") and other aggrieved employees under the Private Attorneys General Act ("PAGA"). These civil penalties are based on Plaintiff's allegations that Defendant LZ Logistics ("Defendant") committed the following violations: (1) failed to pay all wages and/or final wages; (2) failed to provide accurate itemized wage statements; (3) failed to provide proper rest and meal breaks; (4) misclassified employees as independent contractors; (5) failed to reimburse necessary business expenses; (6) failed to pay minimum and overtime wages, and is therefore liable for civil penalties under PAGA.

The Court has **not made a** determination about Plaintiff's claims. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of Plaintiff's claims.

Defendant maintains that Plaintiff's allegations are without merit and enters into this Settlement with no admission of liability, and solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation.

You are receiving this Notice because you are in the group of employees referred to as "Aggrieved Employees," which is defined as: a person who worked for Defendants in the state of California during the PAGA Period from October 7, 2024 through <<INSERT DATE>> (the "PAGA Period").

II. CALCULATION OF INDIVIDUAL SETTLEMENT PAYMENT

Each Aggrieved Employee is receiving a proportional share of the settlement amount that has been designated as payable to the Aggrieved Employees. Each Aggrieved Employee's proportional share is based upon the number of pay periods the employee worked during the PAGA Period. Therefore, your individual settlement payment has been calculated at \$<<AMOUNT PAID TO THIS EMPLOYEE>>. Your payment is enclosed with this Notice.

III. RELEASE

"Released Parties" means Defendants and their parent companies, subsidiaries, affiliates, shareholders, members, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and employees), predecessors, successors and assigns.

The Court has approved the parties' Settlement Agreement (the "Settlement") and entered judgment thereon. By operation of the Settlement's terms, all Aggrieved Employees have released the Released Parties from any and all PAGA claims that were pled in the Action, or which could have been pled under the PAGA based on the factual allegations in the Action, that arose during the PAGA period ("PAGA Released Claims").

Pursuant to the entry of the Order approving the Settlement and entering judgment thereon, any Aggrieved Employee covered by this Agreement is barred from pursuing any and all of the PAGA Released Claims that arose during the PAGA Period against the Released Parties.

IV. SETTLEMENT ADMINISTRATOR

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

You may call the Court-approved Settlement Administrator, ILYM Group, Inc. at <<ADMINISTRATOR INFO>> with any questions.

Settlement checks will remain valid for 180 days. **Checks remaining uncashed for more than 180 days after issuance will be tendered to the California Labor and Workforce Development Agency within fourteen (14) calendar days from the date on which Affected Employees' checks become void.** If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.