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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO, HALL OF JUSTICE

LUIS CORTEZ, ANTONIO RODRIGUEZ, and WILLIAM MILLER as individuals and on behalf of all others similarly situated,

Plaintiff,

v.

EXTREME TRANSPORTATION, INC., a California corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No. 37-2024-00012130-CU-OE-CTL

[*Assigned for All Purposes to the Honorable Evan P. Kirvin; Dept. C-69*]

DECLARATION OF DAVID MARA, ESQ., IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT, CONDITIONAL CERTIFICATION, APPROVAL OF CLASS NOTICE, SETTING OF FINAL APPROVAL HEARING DATE

Date: November 13, 2026
Time: 9:00 a.m.

Complaint Filed: March 12, 2024
Trial Date: None Set

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I, DAVID MARA, declare as follows:

1. I am President of Mara Law Firm, PC, and counsel of record for the Plaintiff Antonio Rodriguez and the putative class in this matter. I am duly admitted to practice before all the courts of the state of California. The following facts are within my personal knowledge and, if called to testify, I could and would competently testify thereto.
2. I graduated from California Western School of Law and was admitted to practice law in California in May 2004.
3. I extensively handle employment cases which involve violations of the California Labor Code and Industrial Welfare Commission Wage Orders, such as wage and hour class actions and cases alleging violations of the Private Attorneys General Act of 2004 ("PAGA"). I have litigated over three hundred and fifty (350) class action and PAGA lawsuits over the course of approximately 20 years.
4. I was co-class counsel in *Hohnbaum v. Brinker Restaurant Corp.* (San Diego County Superior Court, Case No. GIC834348) which was the underlying case in the California Supreme Court's landmark decision in *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, in which the California Supreme Court delineated the scope of employer obligations to provide, and employee rights to receive, meal and rest periods under California law.
5. I am frequently called upon to author Amicus Curiae briefs on behalf of Consumer Attorneys of California ("CAOC"). For example, I authored the Amicus Curiae briefs on behalf of CAOC in *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, (The California Supreme Court ruling that, like meal periods, employers must relieve employees of all duty and relinquish all control to satisfactorily discharge its obligation to authorize and permit rest periods.); *Frlekin v. Apple, Inc.* (2020) 8 Cal.5th 1038 (The California Supreme Court ruling that the time spent on the employer's premises waiting for, and undergoing, required exit searches of packages, bags, or personal technology devices voluntarily brought to work is compensable hours worked within the meaning of the Wage Orders.); *Oliver v. Superior Court* (2021) California Court of Appeal Case No. H049185 (A brief asking the California Court of Appeal for the Sixth Appellate District to determine whether mandatory drive time

of personal vehicles should be considered hours worked within the meaning of the Wage Orders' suffered or permitted test.). *Davidson v. O'Reilly Auto Enterprises, LLC* (9th Cir., 2020; Docket No. 18-56188)(a brief seeking Review *En Banc* of an order denying class certification in a wage and hour matter).

6. I was a member of CAOC's Amicus Committee that determines the cases in which the organization will agree to provide amicus support.

7. I have also lectured as a panelist for California Employment Lawyers Association regarding a host of wage and hour issues.

8. I have been named as class counsel in the following certified cases as a result of the court granting a motion for class certification: *Mario Norona v. B&G Delivery System, Inc.* (Sacramento County Superior Court, Case No. 34-2015-00186826-CU-OE-GDS); *Jerald Schroeder v. YRC, Inc.; et al.* (Central District of California, Case No. 12-cv-01374-TJH); *John Martin v. Sysco Corporation, et al.* (Eastern District of California, Case No. 1:16-cv-00990-DAD-SAB); *William Smith v. Werner Enterprises, Inc. d/b/a C.L. Werner, Inc.* (District of Nebraska, Case No. 8:15-cv-287); *Thomas Perez v. City of San Diego* (San Diego County Superior Court, Case No. 37-2014-00016621-CU-OE-CTL); *Denson Sales, et al. v. United Road Services, Inc. et al* (Northern District of California, Case No. 19-cv-08404-JST), *Eric Mendez v. M&N Consulting, Inc. dba A-Line Messenger Service* (San Bernardino County Superior Court, Case No. CIVDS1923624); *Denson Sales v. Professional Auto Transport, Inc. et al.* (San Bernardino County Superior Court, Case No. CIVDS2010153); *Bobby Williams v. Mohsen Transport, Inc.* (San Diego County Superior Court, Case No. 37-2019-00063361-CU-OE-CTL); and *Ashton Harden v. Mushiana Transport Inc.* (Sacramento County Superior Court, Case No. 34-2021-00301950-CU-OE-GDS).

9. I have also been named as class counsel in numerous cases during the settlement process. Here is a non-exhaustive list of cases where I have been named as class counsel in cases during the settlement process: *Kenneth Cox v. 3PL Worx, et al.* (Yolo County Superior Court, Case No. CV-18-100); *Brian Davidson v. A&B Trucking Services, Inc.* (Kern County Superior Court Case No. BCV-16-102985); *Alex Vega, et al. v. Advance Beverage Co., Inc.*

(Kern County Superior Court, Case No. BCV-16-100848); *Jaime Ruiz v. Altura Centers for Health* (Kern County Superior Court, Case No. BCV-19-101577); *George Zamudio v. AmeriPride Service, Inc.* (Alameda County Superior Court, Case No. RG1809666); *Richard Hendricks v. Antonini Freight Express, Inc.* (San Joaquin County Superior Court, Case No. STK-CV-UOE-2016-6999); *Alton Davis v. Apria Healthcare Group, Inc.* (San Diego County Superior Court, Case No. 37-2014-00004724-CU-OE-CTL); *Alan Atchison v. Ashley Furniture Industries, Inc., et al.* (Central District of California, Case No. 17-cv-00528-JAK-SP); *Bernard Payton v. Atech Logistics, Inc.* (Sonoma County Superior Court, Case No. SCV 258595); *Ramon Jenkins v. Compass Group USA, Inc., et al.* (Yolo County Superior Court, Case No. CVCV-18-747); *Timothy Spikes, et al. v. Bear Trucking, Inc., et al.* (San Bernardino County Superior Court, Case No. CIVDS1715151); *Joshua Turpen v. Benjamin's Transfer Inc.* (Solano County Superior Court, Case No. FCS048845); *Cesar Mendoza v. Bi-Rite Food Service, Inc.* (San Mateo County Superior Court, Case No. 17CIV02044); *Terrance Bailey v. Blue Apron, LLC; et al.* (Northern District of California, Case No. 18-cv-07000-VC); *Jeffrey Weast v. California Aseptic Beverages, LLC* (San Bernardino County Superior Court, Case No. CIVDS1825256); *Michael Valentich v. Hub Construction Specialties, Inc.* (San Bernardino County Superior Court, Case No. JCCPDS4893); *Jose De Jesus Ortega Velazquez v. Hunter Landscape, Inc.; et al.* (San Bernardino County Superior Court, Case No. CIVDS1928062); *Adrian Diaz v. Keystone Automotive Operations, Inc.* (Riverside County Superior Court, Case No. RIC1817450); *Arturo Gonzalez v. NCI Group, Inc. dba NCI Building Systems* (Eastern District of California, Case No. 18-cv-00948-AWI-SKO); *Larry Perez v. The Nielsen Company (US), LLC* (Orange County Superior Court, Case No. 30-2021-01194324-CU-OE-CXC); *Erik Martinez v. Patrick Industries, Inc.* (San Bernardino County Superior Court, Case No. CIVDS2009663); *Randolph Fitch v. Shaw Industries, Inc.; et al.* (San Bernardino County Superior Court, Case No. CIVSB2024674); *Joshua Rael v. Intercontinental Hotels Group Resources, Inc.* (Los Angeles County Superior Court, Case No. 19STCV16010); and *Aaron Romero v. Vitro Flat Glass, LLC* (Kern County Superior Court, Case No. BCV-21-101357).

10. On September 30, 2024, Plaintiff Antonio Rodriguez filed a wage and hour class action against Defendant in the San Diego County Superior Court (Case No. 24CU013732C). Plaintiff Rodriguez's class action complaint alleged the following causes of action against Defendant: (1) Failure to Pay All Wages Owed; (2) Failure to Pay All Wages Owed at the Time of Termination of Employment; and (3) Violation of the Unfair Competition Law.
11. On September 30, 2024, Plaintiff Rodriguez provided notice to the Labor and Workforce Development Agency and Defendant in accordance with the Private Attorneys General Act of 2004 ("PAGA"). A copy of Plaintiff's PAGA Notice is attached hereto as **Exhibit 2**. Thereafter, on December 4, 2024, Plaintiff Rodriguez filed a PAGA action against Defendant in the San Diego County Superior Court (Case No. 24CU026148C). Plaintiff Rodriguez's PAGA complaint alleged the following causes of action against Defendant: (1) Violation of the PAGA for Failure to Pay All Wages Owed; and (2) Violation of the PAGA for Failure to Pay Wages Due at Termination of Employment.
12. On May 11, 2026, Plaintiff Luis Cortez filed a Second Amended Complaint that added Plaintiffs Antonio Rodriguez and William Miller into the *Cortez* Action as well as their additional claims.
13. After Plaintiff Rodriguez and his claims were added into the *Cortez* Action, Plaintiff Rodriguez dismissed his class and PAGA actions (Case Nos. 24CU013732C and 24CU026148C) without prejudice.
14. On January 2, 2025, Plaintiff Rodriguez served one set of special interrogatories and one set of demands for production of documents on Defendant.
15. The Parties conducted significant investigation and discovery of the facts and law. Through informal discovery, Defendant produced relevant policy documents that covered employees' employment with Defendant, such as employee handbooks, incentive plans, and job descriptions. Defendant also produced a sampling of time and wage records for Class Members. Plaintiffs also requested, and Defendant produced, data relevant to establishing a potential exposure model in preparation for mediation. From this discovery, Plaintiffs and their Counsel were able to analyze Defendant's liability and prepare a realistic damage model.

16. The Parties attended two full days of mediation with mediator Dan Turner on November 14, 2025, and February 26, 2026, respectively. At the second mediation, the Parties were able to reach a settlement in principle. The Parties' Settlement Agreement is attached hereto as **Exhibit 1**.

17. Plaintiffs assert that Defendant pays employees on a piece rate pay system. Plaintiffs contend that Defendant pays drivers based on the load. Plaintiffs assert that under well-established law, pay based a piece-rate basis fails to compensate the drivers for "non-productive" hours worked. Plaintiffs assert that Labor Code § 226.2 provides that "workers who are paid on a piece-rate basis must be separately compensated for their rest periods and other nonproductive time." Plaintiffs contend that § 226.2 was a codification of case law within the trucking industry that found that mileage-based pay did not compensate drivers for non-driving (non-productive) time. S*ee Cardenas v. McLane FoodServices, Inc.* (C.D. Cal. 2011) 796 F.Supp.2d 1246, 1252, 1253; *Reinhardt v. Gemini Motor Transport* (E.D.Cal.2012) 869 F.Supp.2d 1158, 1168; *Vaquero v. Stoneledge Furniture, LLC* (2017) 9 Cal.App.5th 98, 110; *Quezada v. Con-Way Freight, Inc.* (N.D. Cal. 2012) 2012 WL 2847609, at *6. As such, Plaintiffs contend that because drivers are paid by the load, Defendant failed to compensate them for tasks unrelated to driving, including without limitation, fueling and washing vehicles, inspections, verifying seals, trailers and dollies, getting/compiling directions, pre-planning trips, waiting during inspections and/or breakdowns, completing paperwork, and conducting a pre- and post-shift inspection on the trucks at the beginning and end of their shifts.

18. Defendant disputes this and contends that employees are not paid on a piece rate basis. Defendant contends that employees are paid based on a percentage of the revenue which encompasses all work time including, but not limited to, delivery, unloading, productive time, nonproductive time, and paperwork. Defendant relies on the case *Oman v. Delta Airlines, Inc.*, as support for its payment structure. In *Oman*, the Court found that compensation owed to employees is a matter determined primarily by contract. *Oman v. Delta Airlines, Inc.* (2020) 9 Cal.5th 762, 781. *Oman* states, "[c]ompensation may be calculated on a variety of

bases: Although nonexempt employee pay is often by the hour, state law expressly authorizes employers to calculate compensation by the task or piece, by the sale, or by any other convenient standard." *Id.* Defendant contends that its job offers to drivers set forth the unit of pay. Defendant asserts that these offers state that drivers will be paid a percentage of the load. Defendant contends that this compensation is paid for all work tasks performed. *Oman* further states, "[c]onsistent with general contract interpretation principles, the unit for which pay is promised should be determined based on the 'mutual intention of the parties as it existed at the time of contracting.'" *Id.* at 782. Defendant contends that if litigation were to continue, it would provide declarations from drivers that attest to the fact that they knew the compensation they were receiving – a percentage of the revenue – was payment for all work tasks performed. Accordingly, Defendant contends that drivers have been paid for all time worked and are not owed any wages. Although remaining confident in their position, Plaintiffs understand that, if the factfinder sided with Defendant's defenses, Plaintiffs would take nothing on their wage claim, a potential reality that had to be considered in any realistic settlement negotiation.

19. Plaintiffs assert that Defendant's wage statements do not comply with California Labor Code § 226. Plaintiffs contend that the wage statements Defendant provides to drivers failed to include total hours worked, the number of piece-rate units earned, and the applicable piece-rate.

20. Defendant contends that it attaches a sheet to wage statements that provides drivers with all of the information required under § 226. In addition, Defendant argues that employees can ascertain the required information, such as the overtime rate, using simple math. Defendant relies on cases which hold that "[w]age statements comply with § 226(a) when a plaintiff employee can ascertain the required information by performing simple math, using figures on the face of the wage statement." *Hernandez v. BCI Coca-Cola Bottling Co.*, 554 Fed. Appx. 661, 662 (9th Cir. 2014) (citing *Morgan v. United Retail Inc.*, 186 Cal.App.4th 1136 (2010)).

21. Further, Defendant also asserts that any violation of California Labor Code § 226 was not

"knowing and intentional." *See* Cal. Lab. Code § 226(e) ("An employee suffering injury as a result of a ***knowing and intentional*** failure by an employer" may recover damages") (emphasis added); *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1195 ("Some statutory penalties are imposed only if an employers' violation was 'willful' or 'knowing.' . . . [*S*]*ection 226, subdivision (e)* penalizes an employer's 'knowing and intentional' failure to provide itemized wage statements under *section 226, subdivision (a)*[.]"); *Naranjo v. Spectrum Security Services, Inc.* (2024) 15 Cal.5th 1056. Defendant maintains that it reasonably, and in good faith believed that it was providing a complete and accurate wage statement in compliance with California law. Defendant further contends that employees cannot show that they have suffered an injury because of any potential violation of California Labor Code § 226. Defendant contends that employees knew to talk to their manager or the Human Resources department if they had any questions or concerns with their wage statements. As such, disputes exist as to whether Defendant's wage statements violated California Labor Code § 226(a)(8), whether any such violation was knowing and intentional, and whether employees suffered an injury.

22. Plaintiffs contend that Defendant failed to reimburse drivers for all necessary business expenses. Plaintiffs contend that Defendant required drivers to use their personal cellular phones for work-related purposes but did not reimburse them for the cell phones and/or the data usage. Plaintiffs assert that Defendant required drivers to use their personal cell phones to communicate with supervisors, dispatch, and others.

23. Defendant disputes this claim and asserts that drivers do not need to use their personal cell phones for business purposes and that it reimburses employes for any business expenses. Defendant asserts that employers must only reimburse an employee for "necessary expenditures." Cal. Lab. Code § 2802(a). Defendant contends that a plaintiff must show: (1) they incurred expenses; (2) the expenses were *necessary* to discharge their duties; and (3) was not reimbursed. *Alvarado v. Wal-Mart Assoc., Inc*. (C.D. Cal. Nov. 3, 2021) 2021 WL 6104234, *5. Defendant asserts that there is not a necessity to use a personal cell phone where the employer provides other means of communication and the employee opts instead to use

their personal cell phone out of convenience or preference. Defendant contends that it did not have a policy requiring drivers to use their personal cell phones and that they provide alternative methods of communication to drivers that allow drivers to communicate with dispatch and management.

24. Plaintiffs also contend that Defendant failed to pay employees their final wages within the timeframes outlined by California law. This claim is derivative of Plaintiffs' unpaid wages claim. Should Plaintiffs' unpaid wages fail, this claim would also fail.

25. Defendant contends that even if Plaintiffs were successful in their unpaid wages claim, they would have to prove Defendant "willfully" failed to pay employees the appropriate wages due upon separation of employment. "A willful failure to pay wages within the meaning of Labor Code Section 203 occurs when an employer intentionally fails to pay wages to an employee when those wages are due. However, a good faith dispute that any wages are due will preclude imposition of waiting time penalties under Section 203." Cal. Code Regs. Tit. 8 § 13520. "A 'good faith dispute' that any wages are due occurs when an employer presents a defense, based in law or fact, which would preclude any recovery on the part of the employee. The fact that a defense is ultimately unsuccessful will not preclude a finding that a good faith dispute did exist." *Id.* Defendant contends that any failure to pay wages due at the separation of employment was not willful. Defendant argues that it would not be liable for waiting time penalties because a "good faith dispute" exists over the payment of those premium wages. *See* Cal. Code Regs. Tit. 8 § 13520; *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1201.

26. Plaintiffs also assert that Defendant failed to provide drivers with lawful meal and rest periods. Defendant argues that these claims are preempted by the FMCSA's December 28, 2018, Decision and Order. In that Decision and Order, the FMCSA ordered that California's meal and rest period claims were preempted for commercial motor vehicle drivers. The Ninth Circuit ruled that the agency did not exceed its authority in issuing the decision. *Int'l Bhd. Of Teamsters, Local 2785 v. Fed. Motor Carrier Safety Administration*, 986 F.3d 841, 846 (9th Cir. 2021); *see also California ex rel. Becerra v. Fed. Motor Carrier Safety Admin.* (2026)

177 F.4th 1032. Thus, the only potential value of meal and rest period claims lies in the remote and unknowable prospect that the agency may reverse course at some point.

27. Plaintiffs also seek PAGA penalties for the claims outlined above. PAGA allows the private enforcement of certain California Labor Code sections relating to wage and hour violations. Because Plaintiffs' PAGA claims are based on the same alleged unlawful conduct as her class claims, Plaintiffs' PAGA claims are subject to the same risks on the merits. In addition, Defendant maintains that Plaintiffs' PAGA claims face manageability concerns consistent with the class certification challenges. Specifically, Defendant has due process rights which would not permit Plaintiffs to attempt to generalize violations from disparate anecdotal evidence. *Duran v. U.S. Bank National Assn*. (2014) 59 Cal.4th 1. Further, the Court may reduce any PAGA penalties awarded under Section 2699, subdivision (e)(2). The likelihood of the Court reducing the PAGA penalties awarded to the Aggrieved Employees – assuming liability is proven as to each of Plaintiff's claims – is higher in this case where these same individuals may also be receiving money for the same unlawful conduct under the class claims. As such, the Court will likely reduce any PAGA penalty amount awarded to the Aggrieved Employees.

28. Plaintiffs contend that drivers are not paid for all hours worked as required by California law. Namely, Plaintiffs assert that drivers are paid on a piece-rate basis that does not pay drivers for all work performed, such as nonproductive tasks. If Plaintiffs were to prevail on this claim, Plaintiff and the Class Members would be entitled to potential damages of approximately $2,700,000.[1] Defendant contends that it properly paid employees for all work tasks and, thus, drivers are not owed any additional wages. Defendant contends that its percentage of the load pay structure is lawful under *Oman v. Delta Airlines, Inc.* Plaintiffs had to take into consideration the all or nothing prospect of this claim. If the Court were to find that Defendant's pay structure is lawful, the damages owed under this claim would be reduced to zero. Not knowing how the factfinder would come out on the issue, Plaintiffs had to discount this claim for mediation and settlement purposes.

[1] 18,000 workweeks x 10 hours of nonproductive time x $15.00 per hour minimum wage = $2,700,000

29. Plaintiffs contend that Defendant's wage statements do not comply with California Labor Code § 226 because they do not itemize the total hours worked, the number of piece-rate units earned, and the applicable piece-rate. If Plaintiff and the Class Members were to prevail on this claim, they would be owed approximately $824,000.[2] Defendant contends that it complied with § 226 because it supplied an additional sheet with wage statements that lists all of the required information. In addition, Defendant contends that Plaintiffs cannot show that any potential violation was knowing and intentional or that Plaintiffs and the Class Members suffered an injury. Because of this, Defendant asserts that the damages for this claim would be zero. Plaintiffs had to take into consideration Defendant's arguments and the fact that if the Court agreed with them, Plaintiffs and the Class Members would not be owed any damages under this claim. For that reason, Plaintiffs had to discount this claim for mediation and settlement purposes.

30. Plaintiffs contend that Defendant requires drivers to use their personal cell phones to communicate with supervisors and dispatch but do not reimburse drivers for this expense. If Plaintiffs and the Class Members were to prevail on this claim, they would be entitled to damages in the amount of approximately $123,540.[3] Defendant contends that employees are not required or permitted to use their personal cell phones for business purposes as it provides employees with communication devices which they can use to communicate with dispatch. Defendant contends that Plaintiffs cannot point to any policy or practice under which employees are necessarily required to use their personal cell phones. As such, Defendant asserts that there are no damages for this claim. Plaintiffs had to consider Defendant's arguments in evaluating the settlement value of this claim.

31. If Plaintiffs were to prevail on their unpaid wages claims, Plaintiffs and the Class Members may also be entitled to waiting time penalties. Plaintiffs calculate the potential exposure under this claim as $2,361,600.[4] If Plaintiffs' unpaid wages claim fails, this claim also fails. There is also a possibility that the factfinder could find that these violations are not willful. If this

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[2] 206 drivers x $4,000 maximum penalty = $824,000
[3] $30 per month x 4,118 months = $123,540
[4] $60.00 average hourly rate x 8 hours a day x 30 days x 164 drivers = $2,361,600

were to occur, Plaintiffs and the Class would receive nothing under this claim. In addition, a good faith dispute that any wages are due will preclude imposition of waiting time penalties. Defendant argues that Plaintiffs will not be able to show that any violations were willful. Defendant also contends that there is a good faith dispute about whether any wages are due.

32. Plaintiffs also seek PAGA penalties. PAGA allows the private enforcement of certain California Labor Code sections relating to wage and hour violations. The statute of limitations for PAGA violations go back one year. The potential damages under Plaintiffs' PAGA claim are $1,753,400.[5] Defendant contends that Plaintiffs would not be allowed to "stack" PAGA penalties. If the Court were to agree with this and only award one PAGA penalty per pay period, Defendant's exposure would be $577,600.[6] As Plaintiffs' PAGA claims are based on the same alleged unlawful conduct as their class claims, Plaintiffs' PAGA claims are subject to the same risks on the merits as Plaintiffs' class claims. In addition, the Court may reduce any PAGA penalties awarded under Section 2699, subdivision (e)(2). The likelihood of the Court reducing the PAGA penalties awarded to Plaintiffs and the Aggrieved Employees – assuming liability is proven as to each of Plaintiffs' claims – is higher in this case where these same individuals may also be receiving money for the same unlawful conduct under the class claims. As such, the Court may reduce any PAGA penalty amount awarded to Plaintiff and the Aggrieved Employees.

33. Thus, not taking into account any of its defenses or arguments, Plaintiffs estimated that if they were successful in their claims, Defendant's total exposure would be approximately $7,219,202 [$2,700,000 (unpaid wages) + $824,000 (wage statements) + $123,540 (business reimbursements) + $2,361,600 (waiting time penalties) + 1,753,400 (PAGA) = $7,762,540].

34. In light of the risks Plaintiffs' claims faced, Plaintiffs and their Counsel believe that the settlement amount of $2,850,000 – **with an average settlement share amount estimated at $6,498**[7] – is a reasonable and fair settlement amount.

[5] (5,776 pay periods x 3 violations per pay period (unpaid wages, wage statements, and business reimbursements) x $100 = $1,732,800) + (206 pay periods x 1 violation (waiting time penalties) x $100 = $20,600) = $1,753,400

[6] 5,776 pay periods x $100 = $577,600

[7] The Net Settlement Amount is approximately $1,624,500. $1,624,500 divided by 250 Class Members equals $6,498.

35. The preliminary approval motion and supporting documents were uploaded to the Labor Workforce Development Agency. Attached hereto as **Exhibit 3** is a confirmation received as a result of this upload.

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

MARA LAW FIRM, PC

Date: October 19, 2026

Signed: _____
David Mara, Esq.
Attorneys for Plaintiffs

Exhibit 1

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement" or "Settlement") is reached by and between Plaintiffs Luis Cortez, Antonio Rodriguez and William Miller ("Plaintiffs"), individually and on behalf of all members of the Settlement Class (defined below), on the one hand, and Defendant Extreme Transportation, Inc. ("Defendant") on the other hand. Plaintiffs and Defendant are referred to herein collectively as the "Parties." Plaintiffs and the Settlement Class are represented by F. Shawn Azizollahi and Tuvia Korobkin of Marquee Law Group APC; Scott M. Lidman of Lidman Law, APC; Paul K. Haines of Haines Law Group, APC; and David Mara of Mara Law Firm, PC (collectively, "Class Counsel"). Defendant is represented by Marie D. DiSante and Erin Owen of CDF Labor Law LLP ("Defense Counsel").

Plaintiffs collectively filed four class and/or representative actions against Defendant, as follows:

- *Luis Cortez, et al. v. Extreme Transportation, Inc.,* San Diego County Case No. 37-2024-00012130-CU-OE-CTL (the "Cortez Action);
- *Antonio Rodriguez v. Extreme Transportation, Inc*., San Diego County Case No. 24CU01372C (the "Rodriguez Class Action");
- *Antonio Rodriguez v. Extreme Transportation, Inc*., San Diego County Case No. 24CU26148C; (the "Rodriguez PAGA Action") and
- *William Miller v. Extreme Transportation, Inc.*, San Bernardino County Case No. CIVSB2434236 (the "Miller Action").

These aforementioned actions will be collectively referred to as the "Actions."

The Actions collectively allege class and representative claims against Defendant for: (i) minimum wage violations; (ii) failure to provide meal periods; (iii) failure to authorize and permit rest periods; (iv) failure to timely pay final wages; (v) failure to issue accurate itemized wage statements; (vi) failure to reimburse business expenses; (vii) unfair competition; and (viii) civil penalties under the Labor Code Private Attorneys General Act ("PAGA"), Labor Code § 2698 *et seq.*

Given the uncertainty of litigation, the Parties wish to settle Plaintiffs' claims on a classwide and representative basis. Accordingly, Plaintiffs and Defendant agree as follows:

1. **Settlement Class.** For purposes of this Settlement only, Plaintiffs and Defendant stipulate to the certification of a "Settlement Class," which shall be defined as:

   All current and former non-exempt employees who worked for Defendant as a California non-exempt employee in the position of Auto Transport Specialist at any time from March 12, 2020 through May 16, 2026 (the "Class Release Period").

   Based on Defendant's records as of the date of execution of this Agreement, the Parties understand that there are approximately 250 Settlement Class members. The Parties agree that certification for purpose of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure in a non-settlement context. If for any reason this Settlement is not approved or is terminated, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement.

2. **PAGA Group**. For purposes of this Settlement only, Plaintiffs and Defendant stipulate to a sub-set of the Settlement Class called the "PAGA Group," which shall be defined as:

All current and former California non-exempt employees who worked for Defendant in the position of Auto Transport Specialist at any time from March 12, 2023 through May 16, 2026 (the "PAGA Release Period").

3. **Amendment to the Cortez Action**. The Parties agree that they will stipulate to the filing of a Second Amended Complaint in the Cortez Action, in a form and substance reasonably satisfactory to Defendant, to include plaintiffs Rodriguez and Miller, as well as their individual, class, and PAGA claims as are asserted in their currently pending actions. The Parties shall seek approval of this Settlement, and entry of judgment, in the Cortez Action only. Within five (5) court days after the Second Amended Complaint is filed in the Cortez Action, Plaintiffs Rodriguez and Miller shall seek any approval required under California Rule of Court 3.770 and file requests or stipulations for dismissal without prejudice of the Rodriguez Class Action, the Rodriguez PAGA Action, and the Miller Action, with each side to bear its own fees and costs except as otherwise provided in this Agreement. Such dismissals shall not limit or affect the claims, releases, Settlement Class, PAGA Group, Class Release Period, PAGA Release Period, or Judgment sought in the Cortez Action.

4. **Release by Settlement Class**. Upon (i) the Effective Date occurring, and (ii) Defendant's timely deposit of the Gross Settlement Amount and employer-side payroll taxes required by this Agreement with the Settlement Administrator, Plaintiffs and every Settlement Class member who does not submit a valid and timely Request for Exclusion (defined below) from the class portion of the Settlement ("Participating Class Members") shall fully and finally release and discharge Defendant and each of its current and former parents, subsidiaries, affiliates, divisions, shareholders, owners, members, agents, officers, employees, insurers, predecessors, successors, and assigns (collectively, the "Released Parties") from any and all causes of action, claims, rights, damages, wages, premium wages, restitution, liquidated damages, interest, penalties, attorneys' fees, costs, expenses, declaratory relief, injunctive relief, and liabilities of any kind under California law that were alleged in the operative Complaints in the Actions and the anticipated Second Amended Complaint in the Cortez Action (collectively, the "Operative Pleadings"), or that reasonably could have been asserted based on the facts alleged in the Operative Pleadings, arising out of or relating to Participating Class Members' employment with Defendant in California during the Class Release Period, including, without limitation, claims based on allegations that Defendant: (a) failed to pay all wages owed for all hours worked, including straight-time, minimum, and overtime wages; (b) failed to separately compensate rest periods and other nonproductive time, including as required by Labor Code section 226.2; (c) failed to provide compliant, timely, off-duty meal periods and/or failed to pay meal period premium wages; (d) failed to authorize and permit compliant paid rest periods and/or failed to pay rest period premium wages; (e) failed to furnish accurate and complete itemized wage statements, including as required by Labor Code sections 226 and 226.2; (f) failed to reimburse necessary business expenses, including personal cellular telephone expenses; (g) failed to timely pay all wages due during employment and/or at the end of employment, including waiting-time penalties; (h) failed to comply with requirements of a piece rate compensation plan and/or (i) engaged in unfair competition or other derivative conduct based on the facts alleged in the Actions, including claims for restitution, disgorgement, declaratory relief, injunctive relief, interest, attorneys' fees, costs, and

penalties. The claims released in this paragraph ("Class Released Claims") include, without limitation, claims arising under California Labor Code sections 201, 202, 203, 204, 218, 218.5, 222, 223, 224, 226, 226.2, 226.7, 512, 516, 1182.12, 1194, 1194.2, 1197, 1198, 2802, and 2804, California Business and Professions Code sections 17200 et seq., the applicable Industrial Welfare Commission Wage Orders, including Wage Order No. 9-2001, and any other California statute or regulation.

5. **PAGA Release.** In addition, upon (i) the Effective Date (defined below) occurring and (ii) Defendant's timely deposit of the Gross Settlement Amount and employer-side payroll taxes required by this Agreement with the Settlement Administrator, all members of the PAGA Group, whether or not they submit a Request for Exclusion from the class portion of the Settlement, shall be deemed to release the Released Parties from any and all claims for civil penalties or other relief pursuant to the PAGA that were asserted in, or reasonably could have been asserted based on the facts and theories stated in, the PAGA notices submitted by Plaintiffs to the Labor and Workforce Development Agency (the "PAGA Notice Letters"), including without limitation the notices submitted on or about March 12, 2024, September 30, 2024, and November 13, 2024, as reflected in the Operative Pleadings arising from or relating to work performed for Defendant as a California non-exempt employee in the position of Auto Transport Specialist during the PAGA Release Period, including, without limitation, claims for civil penalties predicated on allegations that Defendant: (a) failed to pay all wages owed for all hours worked, including straight-time, minimum, and overtime wages; (b) failed to separately compensate rest periods and other nonproductive time, including as required by Labor Code section 226.2; (c) failed to provide compliant, timely, off-duty meal periods and/or failed to pay meal period premium wages; (d) failed to authorize and permit compliant paid rest periods and/or failed to pay rest period premium wages; (e) failed to furnish accurate and complete itemized wage statements, including as required by Labor Code sections 226 and 226.2; (f) failed to reimburse necessary business expenses, including personal cellular telephone expenses; (g) failed to timely pay all wages due during employment and/or at the end of employment, including waiting-time penalties; and (h) failed to comply with requirements of a piece rate compensation plan. The claims released in this paragraph ("PAGA Released Claims") include, without limitation, claims for civil penalties and related PAGA relief predicated on alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 222, 223, 224, 226, 226.2, 226.3, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, 2804, and 2699(f), and any applicable Industrial Welfare Commission Wage Order provisions.

6. **Release by Plaintiffs**. Upon (i) the Effective Date (defined below) occurring and (ii) Defendant's timely deposit of the Gross Settlement Amount and employer-side payroll taxes required by this Agreement with the Settlement Administrator, and in exchange for their Class Representative Service Payments, each Plaintiff, individually and not on behalf of the Settlement Class or the PAGA Group, shall fully and finally release and discharge the Released Parties from any and all known and unknown claims, demands, rights, liabilities, obligations, damages, wages, penalties, attorneys' fees, costs, expenses, and causes of action of any kind whatsoever, whether statutory, contractual, tort, common law, or equitable, under federal, state, or local law, that accrued at any time on or before the date such Plaintiff signs this Agreement and which arose out of or relate in any way to such Plaintiff's employment with Defendant ("Plaintiffs' Released Claims"). Plaintiffs' Released Claims include, without limitation, any claims arising out of or relating in any way to such Plaintiff's recruitment, hiring, employment, compensation, classification,

benefits, leaves of absence, reimbursement of expenses, separation from employment, or any other interaction with any of the Released Parties. This release expressly excludes any claim to enforce this Agreement, any claim for workers' compensation benefits, unemployment insurance benefits, vested retirement benefits, and any other claim that cannot be released as a matter of law. Each Plaintiff represents that he or she has not assigned any claim released by this paragraph. As to Plaintiffs' Released Claims only, each Plaintiff expressly waives all rights and benefits under California Civil Code section 1542, which reads as follows:

> **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.**

7. **Gross Settlement Amount.** As consideration, Defendant agrees to pay a "Gross Settlement Amount" or "GSA" of Two Million Eight Hundred Fifty Thousand Dollars and Zero Cents ($2,850,000.00) in full and complete settlement of the Litigation, as follows:

A. Except as expressly provided in Section 7.F if the escalator clause is triggered and Defendant elects to increase the Gross Settlement Amount, Defendant's maximum monetary obligation under this Agreement shall not exceed the Gross Settlement Amount plus Employer Payroll Taxes, absent a written amendment signed by the Parties and approved by the Court if required.

B. The Parties have agreed to engage Phoenix Settlement Administrators ("Phoenix") as the "Settlement Administrator" to administer this Settlement.

C. The Gross Settlement Amount shall be deposited by Defendant into a qualified settlement fund set up by the Settlement Administrator for the benefit of participating Settlement Class members and PAGA Employees. Defendant agrees to deposit the Gross Settlement Amount with the Settlement Administrator within thirty (30) calendar days after the "Effective Date" as defined in Paragraph 8, below.

D. This is a non-reversionary settlement. Any amount requested but not approved by the Court for attorneys' fees, litigation costs, service payments, or settlement administration costs shall remain part of the Net Settlement Amount and shall not revert to Defendant. The Gross Settlement Amount includes funding for:

i. All payments to the Settlement Class;

ii. All costs of the Settlement Administrator and settlement administration, which are anticipated to be no greater than $8,000.00;

iii. Up to $10,000.00 for each Plaintiff as Class Representative Service Payments (for a total of $30,000.00), in recognition of Plaintiffs' contributions to the Litigation and to the Settlement Class;

iv. Class Counsel attorney fees of up to 35% of the GSA (currently estimated to be $997,500.00), plus litigation costs and expenses incurred by Class Counsel in relation to the Action as supported by declaration, which are currently estimated to be no greater than $40,000.00;

v. The Parties have set aside $150,000.00 of the GSA as PAGA civil penalties. For purposes of settlement, and subject to adjustment if required by law or court order, seventy-five percent (75%) of such penalties, or $112,500.00, will be payable to the Labor & Workforce Development Agency ("LWDA"), and the remaining twenty-five percent (25%), or $37,500.00, will be payable to members of the PAGA Group as the "PAGA Amount" as discussed below. The foregoing dollar figures are estimates only and shall be adjusted if required by law.

The portion of the PAGA civil penalties payable to the LWDA and to aggrieved employees shall be distributed in the proportions required by Labor Code section 2699 as applicable to the operative PAGA claims. The foregoing dollar figures are estimates only and shall be adjusted if required by law.

E. The employer's share of payroll taxes on any wage portion of the payments to be made under this Settlement ("Employer Payroll Taxes") shall be paid by Defendant separately from, and in addition to, the Gross Settlement Amount. Defendant's share of payroll taxes shall be deposited by Defendant with the Settlement Administrator at the same time Defendant deposits the GSA pursuant to paragraph 7.C. above.

F. **Escalator Clause.** Defendant represents that Settlement Class members worked approximately 18,000 workweeks from the beginning of the Class Release Period through February 26, 2026. This is a material representation for Plaintiffs to enter this Agreement. If the actual number of workweeks worked by Settlement Class members during the Class Release Period exceeds this number by more than 10% (i.e., if Settlement Class members worked more than 19,800 workweeks during the Class Release Period), then Defendant will have the option to either: (i) increase the Gross Settlement Amount by the increase in workweeks over 10% (e.g., if the number of workweeks worked during the Class Release Period is 11% greater than 18,000, the Gross Settlement Amount will increase by 1%); or (ii) truncate the end of the Class Release Period and PAGA Release Period on the day prior to the date on which the number of workweeks exceeded 10% greater than 18,000, such that the number of workweeks does not exceed 10% greater than 18,000 and this escalator provision will no longer be triggered. If Defendant elects to truncate the end of the Class Release Period and PAGA Release Period under this provision, then the Class Release Period and PAGA Release Period will end on that date and the notice to the Settlement Class will include the revised end date. Further, if this clause is triggered, Defendant agrees to make said election prior to the hearing on the Motion for Preliminary Approval.

8. **Effective Date.** The "Effective Date" shall mean the first business day after the Judgment approving the Settlement becomes Final. "Final" shall mean: (i) if no appeal, writ, or other review proceeding is filed, the day after expiration of the time to appeal from the Judgment; or (ii) if an appeal or other review proceeding is filed, the day after final resolution of all such proceedings, including any petition for rehearing or petition for review, and issuance of the remittitur.

9. **Payments to the Settlement Class.** Settlement Class members are not required to submit a claim to receive a payment from the Settlement ("Settlement Award"). Each Settlement Award shall be comprised of the Settlement Class member's (i) payment from the Net

Settlement Amount and (ii) payment, if any, from the PAGA Amount, as described in detail below.

A. The Settlement Administrator will deduct from the Gross Settlement Amount the Court-approved amounts for Class Counsel's attorneys' fees and litigation costs, Plaintiffs' Class Representative Service Payments, the Settlement Administrator's administration costs, and PAGA civil penalties. The remaining amount shall be known as the "Net Settlement Amount" or "NSA." If the Court approves attorneys' fees, litigation costs, Class Representative Service Payments, settlement administration costs, or PAGA penalties in amounts less than requested, the difference shall remain part of the Gross Settlement Amount and become part of the Net Settlement Amount, except as otherwise ordered by the Court or required by law.

B. Payments from the Net Settlement Amount: The NSA will be distributed to all Participating Class Members based on each Participating Class Member's proportionate number of workweeks worked for Defendant as a California non-exempt employee in the position of Auto Transport Specialist during the Class Release Period ("Workweeks"). The Settlement Administrator will calculate each Participating Class Member's payment from the NSA by multiplying the NSA by a fraction, the numerator of which is the Participating Class Member's number of Workweeks, and the denominator of which is the total Workweeks of all Participating Class Members.

C. Payments from the PAGA Amount: In addition to the NSA, the portion of the amount set aside as PAGA civil penalties allocable to aggrieved employees under applicable law (currently estimated to be $37,500.00) has been set aside as the "PAGA Amount," as mentioned above. The PAGA Amount shall be paid to all PAGA Group members, regardless of whether they opt out of the class portion of the Settlement, based on the proportional number of pay periods each PAGA Group member was employed by Defendant as a California non-exempt employee in the position of Auto Transport Specialist during the PAGA Release Period ("PAGA Pay Periods"). Specifically, each PAGA Group member's payment from the PAGA Amount will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the PAGA Group member's number of PAGA Pay Periods, and the denominator of which is the total PAGA Pay Periods of all PAGA Group members.

D. Within five (5) business days following Defendant's deposit of the Gross Settlement Amount and the employer's share of payroll taxes with the Settlement Administrator, the Settlement Administrator will calculate Settlement Awards, and provide the same to Class Counsel and Defense Counsel for review and approval. Within three (3) business days after receiving approval from counsel of its calculations, the Settlement Administrator shall prepare and mail Settlement Awards, less applicable taxes and withholdings, to Settlement Class members, as well as the Class Representative Service Payments to Plaintiffs, the PAGA payment to the LWDA, and Class Counsel's attorneys' fees and costs to Class Counsel. The Settlement Administrator shall simultaneously pay all applicable withholdings to the applicable authorities with the necessary reports, submitting copies to Defense Counsel.

E. For purposes of calculating applicable taxes and withholdings for payments, each Settlement Award shall be allocated as follows: for amounts paid from the PAGA Amount, 100% penalties; for amounts paid from the Net Settlement Amount, 33% wages, and 67% as penalties and interest. The Settlement Administrator will be responsible for issuing to Settlement Class members an IRS Form W-2 for amounts deemed "wages" and an IRS Form 1099 for the portions allocated as penalties and interest. As stated above, Defendant is responsible for the employer's share of the payroll taxes on the wage portion of the Settlement Awards, and these taxes will not be deducted from the Gross Settlement Amount. Notwithstanding the treatment of the payments to each Settlement Class member above, none of the payments called for by this Settlement are to be treated as earnings, wages, pay, or compensation for any purpose of any applicable bonus, benefit, or retirement plan, unless required by such plans.

F. Each Settlement Class member who is mailed a Settlement Award must cash his/her Settlement Award check within 180 days from the date the Settlement Administrator mails it. Any funds payable to a Settlement Class member whose check is not cashed within 180 days after mailing will be deposited by the Settlement Administrator with the California Unclaimed Property Fund, in the name of the Settlement Class member whose check is not cashed.

G. Neither Plaintiffs nor Defendant, nor their respective counsel, shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

10. **Attorneys' Fees and Costs.** Class Counsel will request a total award of attorneys' fees of up to 35% of the Gross Settlement Amount (currently estimated at $997,500.00), plus actual costs and expenses as supported by declaration in an amount not to exceed $40,000.00. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed, and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement, including any objections raised and any appeals necessitated by those objections. As noted above, the Settlement Administrator will mail Class Counsel the attorneys' fees and cost award when it mails the Settlement Awards to Settlement Class members. The Settlement Administrator will issue Class Counsel IRS Forms 1099 when the Settlement Administrator pays the fee and cost award allowed by the Court.

11. **Class Representative Service Payments.** Plaintiffs will request, and Defendant will not oppose, Class Representative Service Payments of $10,000.00 for each Plaintiff (i.e., $30,000.00 total) from the Gross Settlement Amount for Plaintiffs' time and risks undertaken in prosecuting the Action, their service to the Settlement Class, and Plaintiffs' Release of Claims (paragraph 6, above). These awards will be in addition to Plaintiffs' respective Settlement Awards as Settlement Class members and shall be reported on IRS Forms 1099 by the Settlement Administrator. Payment of any Class Representative Service Payment is expressly conditioned on the applicable Plaintiff's execution of the Plaintiffs' Release of Claims referenced in Paragraph 6 . The Settlement Administrator will mail Plaintiffs their Class Representative Service Payments, and issue Plaintiffs IRS Forms 1099, at the same time that it mails the Settlement Awards to Settlement Class members.

12. **Settlement Administrator.** The Parties will request the appointment of Phoenix as Settlement Administrator. Defendant will not object to Plaintiffs' seeking permission to pay up to $8,000.00 from the Gross Settlement Amount for the Settlement Administrator's services, and the Settlement Administrator shall not exceed that amount absent written agreement of the Parties and Court approval if required. The Settlement Administrator shall be responsible for administering the Settlement. Among other things, the Settlement Administrator will be responsible for sending notices to Settlement Class members, calculating Settlement Awards and preparing all checks and mailings, posting the Judgment to its website, maintaining secure methods for transfer and storage of Class Data, and performing other duties as described in this Settlement. The Settlement Administrator shall also establish and maintain a settlement website, toll-free telephone number, and email address through final distribution, and shall post on the website the Settlement Agreement, the motions for preliminary and final approval, the fee and service-award motion, the preliminary and final approval orders, the Judgment, and material deadlines. The Settlement Administrator shall provide weekly written reports to Class Counsel and Defense Counsel concerning notice mailings, re-mailings, returned mail, Requests for Exclusion, objections, and disputes, and shall provide declarations or final reports reasonably necessary for preliminary approval, final approval, and final distribution. Notwithstanding the foregoing, absent a court order requiring otherwise, the Settlement Administrator shall not disclose any individually identifying Class Data (defined below) to Plaintiffs' counsel or any other third party, including but not limited to the name or identity of any individuals who submit a Request for Exclusion from the Settlement. The Settlement Administrator shall disclose to Defendant's counsel the identity of any Class Member that requests Exclusion from the Settlement. The Settlement Administrator shall use Class Data solely for purposes of administering this Settlement, restrict access to personnel with a need to know, maintain commercially reasonable cybersecurity and fidelity coverage, and, within ninety (90) days after final distribution unless otherwise required by law or order of the Court, destroy or return the Class Data at Defendant's election. The Settlement Administrator shall be authorized to pay itself from the Gross Settlement Amount only after Settlement Awards have been mailed to Settlement Class members.

13. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiffs shall apply to the Court for the entry of an Order:

A. Conditionally certifying the Settlement Class for purposes of this Settlement only;

B. Appointing F. Shawn Azizollahi and Tuvia Korobkin of Marquee Law Group, APC; Scott M. Lidman of Lidman Law APC; Paul K. Haines of Haines Law Group, APC; and David Mara of Mara Law Firm, PC as Class Counsel;

C. Appointing Plaintiffs as Class Representatives for the Settlement Class;

D. Approving Phoenix as Settlement Administrator;

E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;

F. Approving the form and content of the Notice Packet (which is comprised of the Class Notice attached hereto as Exhibit A), in English and Spanish, and directing the mailing of same; and

G. Scheduling a Final Approval hearing.

14. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

A. Within ten (10) Court days after entry of an order preliminarily approving this Agreement, Defendant will provide the Settlement Administrator with the: name, last known address, last known phone number; only to the extent reasonably necessary for tax reporting or skip tracing, social security number; number of Workweeks worked for Defendant as a California non-exempt employee in the position of Auto Transport Specialist during the Class Release Period; and the number of PAGA Pay Periods worked for Defendant as a California non-exempt employee in the position of Auto Transport Specialist during the PAGA Release Period, for each Settlement Class member (the "Class Data"). The Class Data shall be provided to the Settlement Administrator in a secure electronic format satisfactory to the Settlement Administrator.

B. Within ten (10) Court days from receipt of the Class Data, the Settlement Administrator shall (i) run the names of all Settlement Class members through the National Change of Address ("NCOA") database to determine any updated addresses for Settlement Class Members; (ii) update the addresses of any Settlement Class Member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Settlement Award for each Settlement Class member, and provide Class Counsel and Defense Counsel with its calculations for their approval; (iv) provide Class Counsel and Defense Counsel with formatted versions of the Notice Packets to be sent to Settlement Class members; and (v) after receiving approval from all counsel, mail a Notice Packet to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.

C. Requests for Exclusion. Any Settlement Class member who wishes to opt-out of the class portion of the Settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator on or before sixty (60) calendar days after the date of the initial mailing of the Notice Packets (the "Response Deadline"). The Request for Exclusion is a document prepared by the Settlement Class member that must: (1) contain the Settlement Class member's name, address, telephone number, and last four digits of his/her Social Security number; (2) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) be personally signed by the Settlement Class member, or by a person with written proof of authority to act on the Settlement Class member's behalf; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from this Settlement. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Request for Exclusion postmarked after the Response Deadline shall be invalid absent written agreement of the Parties or Court order. Any Settlement Class member who excludes himself or herself from the Settlement Class will not be entitled to any recovery under this Settlement (except for any share from the PAGA Amount, if applicable), will not be bound by the terms of the Settlement (except for release of the PAGA Released Claims, if applicable), and will not have any right to object, appeal, or comment thereon. The Settlement Administrator will provide the Parties with weekly updates regarding

the number of Requests for Exclusion received. The Parties and their counsel agree not to take any action to encourage any Settlement Class member to request exclusion from the Settlement.

D. Objections. Settlement Class members who do not request exclusion may object to the Settlement by: (i) mailing a written objection to the Settlement Administrator as explained in the Class Notice, and/or (ii) appearing at the Final Approval hearing and making an oral objection. The Settlement Administrator shall, within two (2) business days of receipt, serve any written objection(s) as received on Class Counsel and Defense Counsel, and Class Counsel shall then file all such objections with the Court. Defense Counsel and Class Counsel shall file and serve any responses to written objections no later than five (5) calendar days prior to the Final Approval hearing. To be valid, any written objection must: (1) contain the objecting Settlement Class member's full name, current address, telephone number, and e-mail address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence supporting the objection; and (4) be postmarked no later than the Response Deadline. A Settlement Class member who wishes to object in writing but who fails to comply with the procedures set forth herein and/or in the Class Notice shall be deemed not to have objected in writing. However, any Settlement Class member who has not requested exclusion may appear at the Final Approval hearing and make an oral objection. Any attorney who intends to represent an objecting Settlement Class member at the Final Approval hearing must submit a Notice of Appearance to the Court and serve it on all Parties on or before the Response Deadline. The Parties and their counsel agree not to take any action to encourage any Settlement Class member to object to the Settlement.

E. Notice of Estimated Settlement Award / Disputes. Each Notice Packet mailed to Settlement Class members shall contain a Notice of Estimated Settlement Award, in which shall be disclosed the amount of the Settlement Class Member's estimated Settlement Award as well as the information that was gleaned from Defendant's records in order to calculate the Settlement Award, including the number of Workweeks worked for Defendant as a California non-exempt employee in the position of Auto Transport Specialist during the Class Release Period and the number of PAGA Pay Periods (if any) worked during the PAGA Release Period. Settlement Class members will have the opportunity, should they disagree with Defendant's records regarding the information stated in their Notice of Estimated Settlement Award, to provide documentation and/or an explanation to show contrary information. Defendant's payroll and personnel records shall be presumed correct unless the Settlement Class member timely submits credible documentary evidence establishing a different figure. Any such dispute, including any supporting documentation, must be in writing, be mailed to the Settlement Administrator, and be postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with counsel for the Parties to determine whether an adjustment to the Settlement Class member's Settlement Award is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Settlement Award under the terms of this Settlement. The Settlement Administrator's determination of the eligibility for and amount of any

Settlement Award shall be binding upon the Settlement Class member and the Parties.

F. Any Notice Packets returned to the Settlement Administrator as non-deliverable 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 shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within three (3) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall re-send the Notice Packet to the Settlement Class member within two (2) business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. Settlement Class members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline, whichever is later, to submit a Request for Exclusion, Objection, or dispute, as applicable. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline, if applicable. If a Settlement Class member's Notice Packet is returned to the Settlement Administrator more than once as non-deliverable, then an additional Notice Packet need not be mailed. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Defense Counsel to provide notice of the Settlement.

G. If, on or before the Response Deadline, Defendant, Class Counsel, Defense Counsel, or the Settlement Administrator learns that a person may have been omitted from the Class Data and may qualify as a Settlement Class member or PAGA Group member, the Parties shall meet and confer promptly and in good faith regarding whether the person should be included. If the Parties agree, or if the Court so orders, the Settlement Administrator shall promptly issue a Notice Packet to that person and provide not less than fourteen (14) calendar days from mailing to submit a Request for Exclusion, Objection, or dispute, as applicable. If a potentially omitted person is identified after the Response Deadline but before final approval, the Parties shall meet and confer regarding whether supplemental notice, adjustment to settlement administration, or Court guidance is appropriate. Nothing in this paragraph requires reopening the Response Deadline, continuing final approval, altering the Effective Date, or modifying the Settlement absent written agreement of the Parties or Court order.

H. Defendant may terminate this Agreement by written notice to Class Counsel if the number of valid Requests for Exclusion exceeds seven and one-half percent (7.5%) of the Settlement Class members identified in the Class Data, rounded up to the nearest whole person. Any such notice must be provided within ten (10) calendar days after the Settlement Administrator provides the final report of valid Requests for Exclusion. If Defendant elects to terminate under this paragraph, this Settlement shall be void and the Parties shall revert to their respective positions as though the Settlement had not been executed, except that Defendant shall remain responsible for settlement administration costs incurred to that point.

15. **Final Approval.** Following preliminary approval and the close of the period for submitting

Requests for Exclusion, Objections, or disputes under this Settlement Agreement, Plaintiffs shall apply to the Court for entry of an Order:

A. Granting final approval of the Settlement and adjudging its terms to be fair, reasonable, and adequate;

B. Approving Plaintiffs' and Class Counsel's application for attorneys' fees, costs, Class Representative Service Payments, PAGA civil penalties to the LWDA, and settlement administration costs; and

C. Entering judgment pursuant to California Rule of Court 3.769; and

D. Directing submission of the proposed PAGA settlement to the LWDA at the same time it is submitted to the Court in the Cortez Action, and submission to the LWDA within ten (10) days after entry of the Judgment in the Cortez Action or any order awarding or denying civil penalties under the Labor Code.

16. **Non-Admission of Liability.** Defendant denies liability as to the matters alleged in the Litigation. Nothing in this Settlement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code § 1152, this Settlement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement. If Final Approval does not occur, the Parties agree that this Settlement is void, but remains protected by California Evidence Code § 1152.

17. **Confidentiality.** Plaintiffs and Class Counsel agree that, prior to filing a Motion for Preliminary Approval, they will not disclose or publicize the Settlement contemplated herein, the fact of the Settlement, its terms or contents, or the negotiations underlying the Settlement, in any manner or form, to any person or entity, except as reasonably necessary to negotiate, document, seek approval of, or administer the Settlement, as otherwise required by law, and except to Settlement Class members and as shall be contractually required to effectuate the terms of the Settlement as set forth herein, and except to Plaintiffs' respective spouses, attorneys, insurers, accountants, or tax preparers as necessary for those professionals to provide their professional services to Plaintiffs.

18. **Continuing Jurisdiction.** Except as otherwise specifically provided for herein, the Court shall retain jurisdiction to construe, interpret and enforce this Settlement, to supervise all notices, the administration of the Settlement, and to hear and adjudicate any dispute arising from or related to the Settlement. The Parties agree that the Court has jurisdiction over the Settlement pursuant to California Code of Civil Procedure, Section 664.6 and Cal. Rule of Court 3.769.

19. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement except by a written agreement signed by counsel for all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement will not constitute a waiver of any other provision.

20. **Enforcement Action.** No Party may bring an action or motion to enforce the terms of this Settlement unless that Party first provides written notice of the alleged breach and ten (10) business days' opportunity to cure. The cure period may be extended only by written agreement of the Parties or by Court order. In the event any Party brings an action to

enforce the terms of this Settlement, the prevailing party in such action shall be entitled to recover his/her/its reasonable attorneys' fees and costs incurred.

21. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement shall be in writing and delivered by receipted delivery and/or by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Defendant: Marie D. DiSante and Erin Owen, CDF Labor Law LLP, 18300 Von Karman Avenue, Suite 800, Irvine, CA 92626; mdisante@cdflaborlaw.com; eowen@cdflaborlaw.com

if to Plaintiffs: Tuvia Korobkin, Marquee Law Group APC, 9100 Wilshire Blvd., Suite 445 East, Beverly Hills, CA 90212; tuvia@marqueelaw.com

Scott M. Lidman, Lidman Law APC, 2155 Campus Drive, Suite 150, El Segundo, CA 90245; slidman@lidmanlaw.com

Paul K. Haines, Haines Law Group, APC, 2155 Campus Drive, Suite 180, El Segundo, California 90245; phaines@haineslawgroup.com

David Mara of Mara Law Firm, PC, 3160 Camino Del Rio South, Suite 207, San Diego, California 92108; dmara@maralawfirm.com

22. **Applicable Law.** All terms and conditions of this Settlement 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 or choice of law principles.

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

24. **Entire Agreement.** This Settlement contains the entire agreement among the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

25. **Counterparts.** This Settlement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

26. **Cooperation in Drafting**. The Parties have cooperated in the drafting and preparation of this Settlement. This Settlement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting

AGREED TO AND APPROVED BY:

DATED: May 11, 2026

EXTREME TRANSPORTATION, INC.

By: _____
Brian Walters CEO
[Name/Title]

Docusign Envelope ID: 2966B527-023A-85CB-80D7-7DF388402B09

DATED: May 7, 2026

LUIS CORTEZ

Luis Cortez (May 7, 2026 17:44:29 PDT)

Plaintiff and Class Representative

DATED: 5/8/2026

ANTONIO RODRIGUEZ

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Plaintiff and Class Representative

DATED: _____

WILLIAM MILLER

Plaintiff and Class Representative

APPROVED AS TO FORM:

MARQUEE LAW GROUP APC

DATED: _____ By: _____

Tuvia Korobkin
Attorneys for Plaintiffs

LIDMAN LAW, APC

DATED: May 7, 2026 By: _____

Scott M. Lidman
Attorneys for Plaintiffs

HAINES LAW GROUP, APC

DATED: May 7, 2026 By: _____

Paul K. Haines
Attorneys for Plaintiffs

MARA LAW FIRM, PC

DATED: 5/8/2026 By: _____

DocuSigned by:

David Mara

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David Mara
Attorneys for Plaintiffs

Docusign Envelope ID: 446319B8-7C8E-4FFB-B145-EF4EECE2DDAE

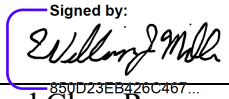
DATED: _____ **LUIS CORTEZ**

_____
Plaintiff and Class Representative

DATED: _____ **ANTONIO RODRIGUEZ**

_____
Plaintiff and Class Representative

DATED: 5/9/2026 **WILLIAM MILLER**

Signed by:

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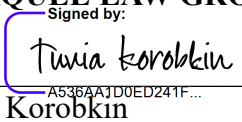
Plaintiff and Class Representative

APPROVED AS TO FORM:

MARQUEE LAW GROUP APC

DATED: 5/7/2026 By: Signed by:

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Tuvia Korobkin
Attorneys for Plaintiffs

LIDMAN LAW, APC

DATED: _____ By: _____
Scott M. Lidman
Attorneys for Plaintiffs

HAINES LAW GROUP, APC

DATED: _____ By: _____
Paul K. Haines
Attorneys for Plaintiffs

MARA LAW FIRM, PC

DATED: _____ By: _____
David Mara
Attorneys for Plaintiffs

CDF LABOR LAW LLP
Approved as to form only

DATED: May 7, 2026

By: _____

Marie D. DiSante
Erin Owen
Attorneys for Defendant

EXHIBIT A

EXHIBIT A

CALIFORNIA SUPERIOR COURT, COUNTY OF SAN DIEGO
Luis Cortez, Antonio Rodriguez and William Miller v. Extreme Transportation, Inc.
Case No. 37-2024-00012130-CU-OE-CTL

NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you, and you are not being sued.
However, your legal rights are affected by whether you act or don't act.

TO: All current and former non-exempt employees who worked for Defendant Extreme Transportation, Inc. ("Defendant") as a California non-exempt employee in the position of Auto Transport Specialist at any time from March 12, 2020 through May 16, 2026 (the "Class Release Period").

The California Superior Court, County of San Diego, has granted preliminary approval of a proposed settlement ("Settlement") of the above-captioned class and representative actions (referred to in this Notice as the "Class Action"). Because your rights may be affected by this Settlement, it is important that you read this Notice of Class and Representative Action Settlement ("Notice") carefully.

The Court has certified the following class for settlement purposes ("Class" or "Class Members"):

> All current and former non-exempt employees who worked for Defendant as a California non-exempt employee in the position of Auto Transport Specialist at any time from March 12, 2020 through May 16, 2026 (the "Class Release Period").

The purpose of this Notice is to provide a brief description of the claims alleged in the Class Action, the key terms of the Settlement, and your rights and options with respect to the Settlement.

YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS AND REPRESENTATIVE ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.

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1. Why Have I Received This Notice?

The personnel records of Defendant indicate that you may be a Class Member. The Settlement will resolve all Class Released Claims, as described below, from March 12, 2020 through May 16, 2026 (the "Class Release Period"). You are a Class Member if you worked for Defendant as a California non-exempt employee in the position of Auto Transport Specialist and were employed at any time during the Class Release Period. You are an Eligible Aggrieved Employee, and a member of the PAGA Group, if you worked for Defendant as a California non-exempt employee in the position of Auto Transport Specialist and were employed at any time during the period from March 12, 2023 through May 16, 2026 (the "PAGA Release Period").

A Preliminary Approval Hearing was held on [the date of Preliminary Approval], in the California Superior Court, County of San Diego. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice.

The Court has determined that there is sufficient evidence to suggest that the proposed settlement may be fair, adequate, and reasonable and that any final determination of those issues will be made at the Final Approval Hearing.

The Court will hold a Final Approval Hearing concerning the proposed settlement on [the date of final approval hearing], 2026 at [time a.m./p.m.], before the Honorable Evan P. Kirvin at the Superior Court for the County of San Diego, located at 330 West Broadway, San Diego, California 92101, Department C-69.

2. What Is This Case About?

Plaintiffs Luis Cortez, Antonio Rodriguez and William Miller filed several wage-and-hour class and representative actions against Defendant. For settlement purposes, the Parties will seek approval of the Settlement in the Cortez Action, Case Number 37-2024-00012130-CU-OE-CTL.

Plaintiffs' wage-and-hour class action against Defendant alleged the following claims: (a) failure to pay all wages owed for all hours worked, including straight-time, minimum, and overtime wages; (b) failure to separately compensate rest periods and other nonproductive time, including as required by Labor Code section 226.2; (c) failure to provide compliant, timely, off-duty meal periods and/or failed to pay meal period premium wages; (d) failure to authorize and permit compliant paid rest periods and/or failed to pay rest period premium wages; (e) failure to furnish accurate and complete itemized wage statements, including as required by Labor Code sections 226 and 226.2; (f) failure to reimburse necessary business expenses, including personal cellular telephone expenses; (g) failure to timely pay all wages due during employment and/or at the end of employment, including waiting-time penalties; (h) failure to comply with requirements of a piece rate compensation plan and/or (i) engaged in unfair competition or other derivative conduct based on the facts alleged in the Actions, including claims for restitution, disgorgement, declaratory relief, injunctive relief, interest, attorneys' fees, costs, and penalties.

The Parties attended two mediations, the first on November 14, 2025 and the second on February 26, 2026, and subsequently agreed to enter a settlement.

The Court has not made any determination as to whether the claims advanced by Plaintiffs have any merit. Nor has it decided whether this case could proceed as a class action. Instead, both sides agreed to resolve the Class Action with no decision or admission of who is right or wrong.

In other words, the Court has not determined that Defendant violated any laws, nor has it decided in favor of Plaintiffs or Defendant; instead, both sides have agreed to resolve the Class Action with no decision or admission of who is right or wrong. By agreeing to resolve the Class Action, the parties avoid the risks and costs of a trial.

Defendant denies all allegations made by Plaintiffs, individually and on behalf of Class Members, in the Class Action and denies liability for any wrongdoing with respect to the alleged facts and causes of action asserted in the Class Action. The settlement is not an admission by Defendant of any wrongdoing or an indication that any law was violated.

3. Am I A Class Member?

You are a Class Member if you worked for Defendant as a California non-exempt employee in the position of Auto Transport Specialist and were employed at any time during the Class Release Period of March 12, 2020 through May 16, 2026. If you qualify as a Class Member, you could receive money from the Class Action Settlement.

4. How Does The Class Action Settlement Work?

In this Class Action, Plaintiffs sued on behalf of themselves and all other similarly situated employees who worked for Defendant as a California non-exempt employee in the position of Auto Transport Specialist and were employed at any time during the Class Release Period. Plaintiffs and other current and former employees comprise a "Class" and are "Class Members." The settlement of this Action resolves the Class Released Claims of all Class Members who do not timely request exclusion and the PAGA Released Claims of all Eligible Aggrieved Employees, whether or not they request exclusion from the class portion of the Settlement.

Plaintiffs and Class Counsel believe the Settlement is fair and reasonable. The Court must also review the terms of the Settlement and determine if it is fair and reasonable to the Class. The Court file has the Settlement documents, which explain the Settlement in greater detail.

5. Who Are the Attorneys Representing the Parties?

Attorneys for Plaintiffs and the Class	Attorneys for Defendant

MARA LAW FIRM, PC David Mara, Esq. (230498) dmara@maralawfirm.com Jill Vecchi, Esq. (299333) jvecchi@maralawfirm.com 3160 Camino Del Rio South, Suite 207 San Diego, California 92108 Telephone: (619) 234-2833 Facsimile: (619) 234-4048 **LIDMAN LAW, APC** Scott M. Lidman (SBN 199433) Milan Moore (SBN 308095) Tiara Gose-Hardy (SBN 323823) 2155 Campus Drive, Suite 150 El Segundo, California 90245 Tel: (424) 322-4772 Fax: (424) 322-4775 **HAINES LAW GROUP, APC** Paul K. Haines (SBN 248226) phaines@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 **MARQUEE LAW GROUP, A Professional Corporation** Tuvia Korobkin (SBN 268066) tuvia@marqueelaw.com F. Shawn Azizollahi (SBN 268116) shawn@marqueelaw.com Gary S. Brotman (SBN 287726) gary@marqueelaw.com Alex Purcell (SBN 347862) alex@marqueelaw.com 9100 Wilshire Boulevard, Suite 445 East Tower Beverly Hills, California 90212 (310) 275-1844 telephone (310) 275-1801 fax	**CDF LABOR LAW LLP** Marie D. DiSante, State Bar No. 138267 mdisante@cdflaborlaw.com Erin Owen, State Bar No. 185371 eowen@cdflaborlaw.com Christian Amos, State Bar No. 353197 camos@cdflaborlaw.com 18300 Von Karman Avenue, Suite 800 Irvine, CA 92612 Telephone: (949) 622-1661

The Court has decided that Plaintiffs' counsel is qualified to represent the Class Members simultaneously for the purposes of this Settlement.

Class Counsel is working on your behalf. If you want your own attorney, you may hire one at your own cost.

6. What Are My Options?

The purpose of this Notice is to inform you of the proposed Settlement and your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are summarized below and explained in more detail in this

Notice.

***Important Note*: Defendant will not retaliate against you in any way for either participating or not participating in this Settlement.**

- **DO NOTHING:** **You do not have to do anything in order to receive payment under this Settlement.**

  If you do nothing and the Court grants final approval of the Settlement, you will become part of the Class Action Settlement and will receive an Individual Settlement Share (explained below) based on the total number of Workweeks you worked for Defendant as a California non-exempt employee in the position of Auto Transport Specialist during the Class Release Period. You will release the Class Released Claims described in Section No. 9 below, and, if you are an Eligible Aggrieved Employee, you will also release the PAGA Released Claims described in Section No. 9 below.

- **OPT-OUT:** If you do not want to participate as a Class Member **and do not want to receive an Individual Settlement Payment**, you may "opt-out," and you will not be part of this Class Action Settlement. If the Court grants final approval of the Settlement, you will not receive an Individual Settlement Share and will not release the Class Released Claims described in Section No. 9 below. If you are an Eligible Aggrieved Employee, you may not opt-out of the PAGA portion of the Settlement, you will receive an Individual PAGA Payment, and you will still release the PAGA Released Claims described in Section 9 below.

- **OBJECT:** You can ask the Court to deny approval of this Settlement by filing an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. You cannot both object to the Settlement and opt out of the case. If you are an Eligible Aggrieved Employee, you do not have the right to object to the PAGA portion of the proposed Settlement. If the Court approves the proposed Settlement, and you are an Eligible Aggrieved Employee, the Settlement Administrator will mail you your Individual PAGA Payment check, and you will release the PAGA Released Claims described in Section 9 below.

The procedures for opting out and objecting are set forth below in the sections entitled "How Do I Opt-Out or Exclude Myself From This Settlement" and "How Do I Object To The Settlement?"

7. How Do I Opt Out Or Exclude Myself From This Class Action Settlement?

If you do not wish to participate in the Class Action Settlement**, and do not want to receive an Individual Settlement Share,** you can exclude yourself from the Settlement (*i.e.*, "opt-out") by sending a letter by mail to the Settlement Administrator stating: "I wish to be excluded from the case entitled *Luis Cortez, et al. v. Extreme Transportation, Inc.,* Case No. 37-2024-00012130-CU-OE-CTL." You must also include your full name (and former names, if any), address, telephone number, last four digits of your social security number, and your signature, or the signature of a person with written proof of authority to act on your behalf. If you opt-out of the Settlement, you will not be bound by the class portion of the Settlement and therefore you will not release the Class Released Claims set forth in Section No. 9. However, if you are an Eligible Aggrieved Employee, you will still be bound by the PAGA portion of the Settlement, will still receive an Individual PAGA Payment, and will still release the **PAGA Released Claims** set forth in Section 9 below. The request must be complete, signed, dated,

and mailed by first-class regular U.S. Mail, **postmarked no later than _____, 2026** to: **Luis Cortez, et al. v. Extreme Transportation, Inc. Administrator, C/O [INSERT ADDRESS]**.

If you received a remailed Class Notice, whether, by skip-trace or forwarded mail, you will have fourteen (14) days from the date of re-mailing, or until the Response Deadline, whichever is later, to postmark an exclusion request. The envelope should indicate whether the Class Notice has been forwarded or remailed. We encourage you to keep copies of all documents, including the envelope, in the event your compliance with the deadline is challenged.

The Court will exclude from the Class Action Settlement any Class Member who submits a complete and timely exclusion request as described in the paragraph above. Exclusion requests that do not include all required information and/or that are not timely submitted will be deemed null, void, and ineffective. Any Class Member who fails to submit a valid and timely exclusion request on or before the above-specified deadline shall be bound by all terms of the Settlement, release, and any Judgment entered in the Action if the Settlement receives final approval from the Court.

Class Members may only opt out of the class portion of the Settlement. Class Members who are also Eligible Aggrieved Employees cannot opt out of the PAGA portion of the Settlement. Therefore, a Class Member who submits a valid and timely request for exclusion will not receive an Individual Class Settlement Share and will not release the Class Released Claims, as described in Section No. 9 below. However, if such a Class Member is also an Eligible Aggrieved Employee, the Class Member will still be entitled to and will be mailed his or her Individual PAGA Payment and will still release the PAGA Released Claims, as described in Section No. 9 below.

8. How Do I Object To The Settlement?

If you are a Class Member who does not opt-out of the Settlement, you may object to the Settlement, personally or through an attorney.

You may mail a written objection to the Settlement Administrator at [address] by [the Response Deadline]. If you received a remailed Class Notice, whether, by skip-trace or forwarded mail, you will have until fourteen (14) calendar days from the date of re-mailing or until the Response Deadline, whichever is later, to postmark a written objection. If you choose to object in writing your objection must include: (a) your full name, current address, telephone number, and e-mail address, as well as contact information for any attorney representing you for purposes of the objection; (b) all objections and the factual and legal bases for them; (c) any supporting papers, briefs, written evidence, declarations, and/or other evidence supporting the objection; and (d) your signature.

Class Members may appear at the Final Approval Hearing, either in person or through the objector's own counsel even if they did not submit a written objection. Any attorney who intends to represent an objecting Settlement Class Member at the Final Approval Hearing must submit a Notice of Appearance to the Court and serve it on all Parties on or before the Response Deadline. Class Members' timely and valid objections to the Settlement will be considered even if the objector does not appear at the Final Approval Hearing. If the Court approves the settlement over objections, objecting Class Members will receive an Individual Settlement Share and will be bound by the terms of the Settlement.

9. How Does This Class Action Settlement Affect My Rights? What are the Class Released Claims and PAGA Released Claims?

If the proposed Settlement is approved by the Court, a Final Judgment will be entered by the Court. All Class Members who do not opt-out of the Settlement will be bound by the Court's Final Judgment and will fully release and discharge the Released Parties, as defined in the Settlement Agreement.

A. Class Released Claims.

Upon the Effective Date (defined as the first business day after the Judgment approving the Settlement becomes Final. "Final" shall mean: (i) if no appeal, writ, or other review proceeding is filed, the day after expiration of the time to appeal from the Judgment; or (ii) if an appeal or other review proceeding is filed, the day after final resolution of all such proceedings, including any petition for rehearing or petition for review, and issuance of the remittitur), and Defendant's timely deposit of the Gross Settlement Amount and employer-side payroll taxes required by the Settlement Agreement with the Settlement Administrator, Plaintiffs and every Settlement Class member who does not submit a valid and timely Request for Exclusion (defined above) from the class portion of the Settlement ("Participating Class Members") shall fully and finally release and discharge the Released Parties from any and all causes of action, claims, rights, damages, wages, premium wages, restitution, liquidated damages, interest, penalties, attorneys' fees, costs, expenses, declaratory relief, injunctive relief, and liabilities of any kind under California law that were alleged in the operative Complaints in the Actions and the anticipated Second Amended Complaint in the Cortez Action (collectively, the "Operative Pleadings"), or that reasonably could have been asserted based on the facts alleged in the Operative Pleadings, arising out of or relating to Participating Class Members' employment with Defendant in California during the Class Release Period, including, without limitation, claims based on allegations that Defendant: (a) failed to pay all wages owed for all hours worked, including straight-time, minimum, and overtime wages; (b) failed to separately compensate rest periods and other nonproductive time, including as required by Labor Code section 226.2; (c) failed to provide compliant, timely, off-duty meal periods and/or failed to pay meal period premium wages; (d) failed to authorize and permit compliant paid rest periods and/or failed to pay rest period premium wages; (e) failed to furnish accurate and complete itemized wage statements, including as required by Labor Code sections 226 and 226.2; (f) failed to reimburse necessary business expenses, including personal cellular telephone expenses; (g) failed to timely pay all wages due during employment and/or at the end of employment, including waiting-time penalties; (h) failed to comply with requirements of a piece rate compensation plan and/or (i) engaged in unfair competition or other derivative conduct based on the facts alleged in the Actions, including claims for restitution, disgorgement, declaratory relief, injunctive relief, interest, attorneys' fees, costs, and penalties. The claims released in this paragraph ("Class Released Claims") include, without limitation, claims arising under California Labor Code sections 201, 202, 203, 204, 218, 218.5, 222, 223, 224, 226, 226.2, 226.7, 512, 516, 1182.12, 1194, 1194.2, 1197, 1198, 2802, and 2804, California Business and Professions Code sections 17200 et seq., the applicable Industrial Welfare Commission Wage Orders, including Wage Order No. 9-2001, and any other California statute or regulation

The period of the Release shall extend to the limits of the Class Release Period.

B. PAGA Released Claims.

Upon the Effective Date, as defined in the Settlement Agreement, and Defendant's timely deposit of the Gross Settlement Amount and employer-side payroll taxes required by the Settlement Agreement with the Settlement Administrator, all members of the PAGA Group, whether or not they submit a Request for Exclusion from the class portion of the Settlement, shall be deemed to release the Released Parties from any and all claims for civil penalties or other relief pursuant to the PAGA that were asserted in, or reasonably could have been asserted based on the facts and theories stated in, the PAGA notices submitted by Plaintiffs to the Labor and Workforce Development Agency (the "PAGA Notice Letters"), including without limitation the notices submitted on or about March 12, 2024, September 30, 2024, and November 13, 2024, as reflected in the Operative Pleadings arising

relating to work performed for Defendant as a California non-exempt employee in the position of Auto Transport Specialist during the PAGA Release Period, including, without limitation, claims for civil penalties predicated on allegations that Defendant: (a) failed to pay all wages owed for all hours worked, including straight-time, minimum, and overtime wages; (b) failed to separately compensate rest periods and other nonproductive time, including as required by Labor Code section 226.2; (c) failed to provide compliant, timely, off-duty meal periods and/or failed to pay meal period premium wages; (d) failed to authorize and permit compliant paid rest periods and/or failed to pay rest period premium wages; (e) failed to furnish accurate and complete itemized wage statements, including as required by Labor Code sections 226 and 226.2; (f) failed to reimburse necessary business expenses, including personal cellular telephone expenses; (g) failed to timely pay all wages due during employment and/or at the end of employment, including waiting-time penalties; and (h) failed to comply with requirements of a piece rate compensation plan. The claims released in this paragraph ("PAGA Released Claims") include, without limitation, claims for civil penalties and related PAGA relief predicated on alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 222, 223, 224, 226, 226.2, 226.3, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, 2804, and 2699(f), and any applicable Industrial Welfare Commission Wage Order provisions

As explained above, Eligible Aggrieved Employees do not have the right to opt out of the PAGA portion of the Settlement. Therefore, if the Court approves the Settlement, all Eligible Aggrieved Employees will release the PAGA Released Claims, regardless of whether the Eligible Aggrieved Employee submits a timely and valid request for exclusion.

10. How Much Can I Expect to Receive From This Settlement?

Defendant will pay, subject to Court approval, a Gross Settlement Amount of $2,850,000.00 to cover: (1) the Individual Settlement Shares to all Settlement Class Members; (2) the Class Representative Service Payments to Plaintiffs in an amount up to $10,000.00 to each Plaintiff (for a total of $30,000.00); (3) the Administration Costs to the Settlement Administrator in an amount not to exceed $8,000.00; (4) the Attorney Fee Award for attorneys' fees of $997,500.00 and Cost Award of up to $40,000.00 supported by declaration; and (5) a $150,000 PAGA Payment, currently estimated as seventy-five percent (75%) payable to the LWDA and twenty-five percent (25%) distributable to Eligible Aggrieved Employees as Individual PAGA Payments. The foregoing PAGA allocation figures are estimates only and shall be adjusted if required by law.

After deducting the Class Representative Service Payments, Administration Costs, Attorney Fee Award, Cost Award, and PAGA Payment, the remaining sum, estimated at $_____ is the "Net Settlement Amount", which shall be distributed to all Participating Class Members.

A. How Will My Individual Settlement Share Be Calculated?

The Settlement Administrator will pay each Participating Class Member an Individual Settlement Share from the Net Settlement Amount. The Individual Settlement Share is calculated based on each Participating Class Member's pro rata share of the Net Settlement Amount based on Workweeks during the Class Release Period as follows: (i) the number of weeks he or she worked for Defendant as a California non-exempt employee in the position of Auto Transport Specialist during the Class Release Period, divided by (ii) the total number of Workweeks worked by all Participating Class Members collectively during the Class Release Period, which is then multiplied by the Net Settlement Amount. The Settlement Administrator will use the Class Data provided by Defendant to calculate the number of Workweeks worked by each Class Member based on their dates of employment for purposes of this calculation.

Although your exact share of the Net Settlement Amount cannot be precisely calculated until after the time during which individuals may object or seek exclusion from the Settlement concludes, based upon the calculation above, your approximate share of the Net Settlement Amount, is as follows: $_____, less taxes. This is based on Defendant's records, which show you worked ___ Workweeks during the Class Release Period.

If you believe Defendant's records regarding your number of Workweeks are incorrect, you may provide documentation and/or an explanation to show contrary information to the Settlement Administrator at [address] on or before [the Response Deadline]. The Settlement Administrator will consult with counsel for the Parties and make a final determination under the Settlement. If this Notice was remailed to you, you have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline, whichever is later, to submit a dispute.

Thirty-three percent (33%) of your Individual Settlement Share will be treated as unpaid wages. Applicable taxes will be withheld from the wages portion of your Individual Settlement Share only and reported on an IRS Form W-2. The remaining sixty-seven percent (67%) of your Individual Settlement Share will be treated as penalties and interest, and will be paid pursuant to an IRS Form 1099.

B. How Will My Individual PAGA Payment Be Calculated?

The Settlement Administrator will pay each Eligible Aggrieved Employee an Individual PAGA Payment from the portion of the PAGA Payment allocated to the Eligible Aggrieved Employees. Your Individual PAGA Payment will be based on your pro-rata share of the portion of the PAGA Payment allocated to the Eligible Aggrieved Employees and will be calculated as follows: (i) the number of PAGA Pay Periods you worked for Defendant as a California non-exempt employee in the position of Auto Transport Specialist during the PAGA Release Period, (ii) divided by the total number of PAGA Pay Periods worked by all Eligible Aggrieved Employees collectively during the PAGA Release Period, (iii) which is then multiplied by the portion of the PAGA Payment allocated to the Eligible Aggrieved Employees. For purposes of this calculation, the Settlement Administrator will use the Class Data to calculate the number of PAGA Pay Periods worked by each Eligible Aggrieved Employee.

Based upon the calculation above, your approximate Individual PAGA Payment is $_____. This is based on Defendant's records, which show you worked ___ PAGA Pay Periods during the PAGA Release Period.

One hundred percent (100%) of this PAGA payment will be considered penalties, and you will be issued an IRS Form 1099. You are responsible for paying any federal, state, or local taxes owed as a result of this payment.

The Settlement Administrator will mail your Individual PAGA Payment check to the address the Settlement Administrator has on record for you. Therefore, it is important that you keep the Settlement Administrator informed of any change of address.

If no amount is stated for your Individual PAGA Payment, according to Defendant's records, you are not an Eligible Aggrieved Employee eligible for an Individual PAGA Payment because you were not employed by Defendant as a California non-exempt employee in the position of Auto Transport Specialist during the PAGA Release Period. Therefore, this subsection B does not apply to you.

C. When Will My Settlement Payment Be Mailed?

Defendant is expected to fund the Gross Settlement Amount no later than thirty (30) calendar days after the Effective Date (defined above). Your Individual Settlement Share will be distributed within approximately fifteen (15) calendar days of the funding of the entire Gross Settlement Amount.

It is strongly recommended that upon receipt of your Individual Settlement Share check, you immediately cash it or cash it before the 180-day void date shown on each check. If any checks remain uncashed or not deposited by the expiration of the 180-day period after mailing, the uncashed Individual Settlement Payment will escheat to the State of California, Unclaimed Property Division.

11. How Will the Attorneys for the Class and the Class Representatives Be Paid?

Class Counsel will be paid from the Gross Settlement Amount. Subject to Court approval, Class Counsel shall be paid an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (or $997,500.00) for attorneys' fees, and up to $40,000.00 for litigation costs.

Defendant has paid all its own attorneys' fees and costs.

As set forth in Section No. 10 above, the Plaintiffs will also be paid Class Representative Service Payments, subject to Court approval.

12. Final Approval Hearing

The Court will hold a Final Fairness Hearing concerning the proposed Settlement on [the date of final approval hearing], 2026 at [time a.m./p.m.], before the Honorable Evan P. Kirvin, at the Superior Court for the County of San Diego, located at 330 West Broadway, San Diego, California 92101, Department C-69. You are not required to appear at this hearing. Any changes to the hearing date will be available on the Settlement Administrator's website [INSERT WEBSITE ADDRESS].

13. How Do I Get More Information?

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS OR WOULD LIKE ELECTRONIC COPIES OF DOCUMENTS RELATING TO THE CLASS ACTION OR THE SETTLEMENT, you may contact Class Counsel listed above, or the Settlement Administrator at the toll-free telephone number listed below, e-mail address, or website identified in the Notice Packet. Please refer to the "Luis Cortez, *et al.*, v. Extreme Transportation, Inc. class action settlement."

This Notice does not contain all the terms of the proposed Settlement or all of the details of these proceedings. For more detailed information, you may refer to the underlying documents and papers on file with the Court located at 330 West Broadway, San Diego, California 92101, between 8:30 a.m. and 4:00 p.m.

PLEASE DO NOT TELEPHONE THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.

Exhibit 2

David Mara
Jill Vecchi
Grace Campbell
Taylor Hanks
Joann B. Gerrity
Matthew Crawford

MARA LAW FIRM PC

2650 Camino Del Rio North
Suite 302, San Diego, CA 92108
Phone: (619) 234-2833
Fax: (619) 234-4048

MaraLawFirm.com

September 30, 2024

Via Upload to the LWDA Website and U.S. Certified Mail

NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO LABOR CODE SECTION 2699.3

TO: California Labor and Workforce Development Agency; Extreme Transportation, Inc.

Antonio Rodriguez, on behalf of himself, others similarly situated, and the general public v. Extreme Transportation, Inc.

Factual Statement and Theories of Labor Code Violations

Antonio Rodriguez was formerly employed by Extreme Transportation, Inc. ("EXTREME TRANSPORTATION") as a non-exempt driver in California. Mr. Rodriguez worked for EXTREME TRANSPORTATION as a driver until his employment with EXTREME TRANSPORTATION ended on or about August 13, 2024.

Mr. Rodriguez gives notice of his intent to file a lawsuit for violations of the Private Attorneys General Act of 2004 ("PAGA") for EXTREME TRANSPORTATION's failure to comply with California's wage and hour requirements on behalf of himself and all non-exempt drivers who worked for EXTREME TRANSPORTATION in the State of California.

EXTREME TRANSPORTATION is an vehicle transportation company. To conduct its business, EXTREME TRANSPORTATION employs non-exempt drivers, such as Mr. Rodriguez, in California.

I. EXTREME TRANSPORTATION Fails to Pay All Wages Owed

It is fundamental that an employer must pay its employees for all time worked. *California Labor Code* sections 218 and 218.5 provide a right of action for nonpayment of wages. *California Labor Code* section 222 prohibits the withholding of part of a wage. *California Labor Code* section 223 prohibits the payment of less than a statutory or contractual wage scale. *California Labor Code* section 1197 prohibits the payment of less than the minimum wage. *California Labor Code* section 1194 states that an employee receiving less than the legal minimum wage is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage. *California Labor Code* section 1194.2 states that an employee receiving less than the legal minimum wage is entitled to

recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon. *California Labor Code* section 224 only permits deductions from wages when the employer is required or empowered to do so by state or federal law or when the deduction is expressly authorized in writing by the employee for specified purposes that do not have the effect of reducing the agreed upon wage.

EXTREME TRANSPORTATION has a continuous policy of not paying Mr. Rodriguez and similarly aggrieved employees for all hours worked in that EXTREME TRANSPORTATION has not paid for all the time Mr. Rodriguez and similarly aggrieved employees work. EXTREME TRANSPORTATION compensates Mr. Rodriguez and similarly aggrieved employees on a flat rate of pay that is twenty eight percent (28%) of the transport revenue received. Flat rate pay, which, like a salary, does not change based on the amount of hours required to complete the days' work. Thus, like a salary in California for a non-exempt employee, the flat rate cannot be construed to compensate Mr. Rodriguez and the similarly situated aggrieved employees for any hours worked in excess of eight daily hours or forty weekly hours. Despite the fact that Mr. Rodriguez and similarly situated aggrieved employees would be otherwise exempt from overtime premium pay, they are not exempt from being paid the state's minimum hourly wage. Thus, as the flat rate does not compensate anything, much less minimum wage, for hours in excess of eight daily and forty weekly, EXTREME TRANSPORTATION does not pay minimum wages for all hours worked.

Moreover, EXTREME TRANSPORTATION fails to compensate Mr. Rodriguez and similarly aggrieved employees for all hours worked. EXTREME TRANSPORTATION fails to pay employees for deadhead time that is less than four (4) hours. When deadhead time is greater than four (4) hours, EXTREME TRANSPORTATION pays drivers a flat sum regardless of how many hours are worked. This lead to Mr. Rodriguez and the aggrieved employees working hours for which they are not paid.

Further, EXTREME TRANSPORTATION has not paid Mr. Rodriguez and similarly aggrieved employees for non-driving time, including, but not limited to conducting pre- and post-trip inspections, fueling, going through scales, completing paperwork, detention time, maintenance time, waiting at a customer's location, cleaning the inside of the truck, rest period time, and/or having to stop and wait at CHP inspections.

Additionally, EXTREME TRANSPORTATION has had a continuous policy of not paying Mr. Rodriguez and the aggrieved employees for all hours worked in that EXTREME TRANSPORTATION continuously and consistently clocked Mr. Rodriguez and the aggrieved employees out for a thirty (30) minute meal period and/or otherwise recorded a meal period, even though Mr. Rodriguez and the aggrieved employees work through their meal periods, were unable to take meal periods, and/or were not free of all work duties and employer controls during meal periods. Thus, EXTREME TRANSPORTATION shaves/steals earned wages from Mr. Rodriguez and the aggrieved employees every day they work without a meal period and have time deducted.

Likewise, Mr. Rodriguez and the aggrieved employees are informed and believe and thereon allege that EXTREME TRANSPORTATION breached the legal duty to pay full wages to Mr. Rodriguez by deducting a portion of the wages earned by Mr. Rodriguez and the aggrieved employees when they worked through their meal periods and/or when EXTREME TRANSPORTATION recorded

a meal period for Mr. Rodriguez and the aggrieved employees when no meal period was taken. Specifically, Mr. Rodriguez and the aggrieved employees worked through their meal periods to satisfy their demanding work duties imposed by EXTREME TRANSPORTATION, thereby denying them the right to be completely free from employer control under California law.

EXTREME TRANSPORTATION committed the acts alleged herein knowingly and willfully, with the wrongful and deliberate intention of injuring Mr. Rodriguez and the aggrieved employees. EXTREME TRANSPORTATION acted with malice or in conscious disregard of Mr. Rodriguez's and the aggrieved employees' rights.

These claims are on behalf of Mr. Rodriguez and all non-exempt drivers who worked for EXTREME TRANSPORTATION in the State of California.

Mr. Rodriguez, as a representative of the people of the State of California, will seek any and all penalties otherwise capable of being collected by the Labor Commission and/or the Department of Labor Standards Enforcement (DLSE). This includes each of the following, as set forth in *California Labor Code* section 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the following provisions: sections 221, 222, 224, 1194, and 1197.

II. EXTREME TRANSPORTATION Failed to Pay All Wages Due at Termination and During Employment

EXTREME TRANSPORTATION willfully failed to pay, in a timely manner, wages owed to the aggrieved employees who left EXTREME TRANSPORTATION'S employ or who were terminated. Mr. Rodriguez and aggrieved employees who ended their employment with EXTREME TRANSPORTATION during the last year were entitled to be promptly paid all lawful compensation, and other premiums, as required by *California Labor Code* sections 201 through 203.

At all relevant times, *California Labor Code* sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable no later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

EXTREME TRANSPORTATION has a continuous policy of not providing final wages to employees who are fired at the time of termination or who quit within seventy-two (72) hours of their leaving EXTREME TRANSPORTATION's employ. During the relevant time period, EXTREME TRANSPORTATION intentionally and willfully failed to pay the aggrieved employees who are no longer employed by EXTREME TRANSPORTATION their wages, that were earned and unpaid, within seventy-two (72) hours of their leaving EXTREME TRANSPORTATION's employ.

As discussed above, EXTREME TRANSPORTATION has a continuous policy of not paying Mr. Rodriguez and similarly aggrieved employees for all hours worked. As outlined above,

EXTREME TRANSPORTATION compensates Mr. Rodriguez and similarly aggrieved employees on a flat rate of pay, which, like a salary, does not change based on the amount of hours required to complete the days' work. Thus, like a salary in California for a non-exempt employee, the flat rate cannot be construed to compensate Mr. Rodriguez and the similarly situated aggrieved employees for any hours worked in excess of eight daily hours or forty weekly hours. The flat rate pay does not compensate Mr. Rodriguez and the aggrieved employees for hours worked in excess of eight daily and forty weekly. Moreover, EXTREME TRANSPORTATION fails to compensate Mr. Rodriguez and similarly aggrieved for deadhead time that is less than four (4) hours. When deadhead time is greater than four (4) hours, EXTREME TRANSPORTATION pays drivers a flat sum regardless of how many hours are worked. This leads to Mr. Rodriguez and the aggrieved employees working hours for which they are not paid. Further, EXTREME TRANSPORTATION has not paid Mr. Rodriguez and similarly aggrieved employees for non-driving time, including, but not limited to conducting pre- and post-trip inspections, fueling, going through scales, completing paperwork, detention time, maintenance time, waiting at a customer's location, cleaning the inside of the truck, rest period time, and/or having to stop and wait at CHP inspections. EXTREME TRANSPORTATION also does not pay Mr. Rodriguez and the aggrieved employees for meal period time during which they are not relieved of all duties and employer control.

EXTREME TRANSPORTATION's failure to pay the aggrieved employees who are no longer employed by EXTREME TRANSPORTATION their wages, that were earned and unpaid, at the time of termination or within seventy-two hours of their leaving EXTREME TRANSPORTATION's employ, is in violation of *California Labor Code* sections 201 and 202.

California Labor Code section 203 provides that when an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until and action is commenced; but the wages shall not continue for more than thirty (30) days.

These claims are on behalf of Mr. Rodriguez and all non-exempt drivers who worked for EXTREME TRANSPORTATION in the State of California.

Mr. Rodriguez, as a representative of the people of the State of California, will seek any and all penalties otherwise capable of being collected by the Labor Commission and/or the Department of Labor Standards Enforcement ("DLSE"). This includes each of the following, as set forth in *Labor Code* section 2699.5 for violations of sections 201 through 203.

III. Conclusion

If after 65 days from the date of this letter, the LWDA does not take action or declines to intervene, Mr. Rodriguez will file a complaint alleging PAGA violations, as described above.

Respectfully submitted,
MARA LAW FIRM, PC



David Mara, Esq.

Attn: PAGA Administrator
California Labor and Workforce Development Agency
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102
Via Web Submission

Yu Kwak
3131 Camino Del Rio N., Suite 1150
San Diego, CA 92108
Agent for Service of Process for Defendant Extreme Transportation, Inc.
Via Certified Mail

Case Name: **Extreme Transportation, Inc.**

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

I am employed in the County of: San Diego, State of California.

I am over the age of 18 and not a party to the within action; my business address is: 2650 Camino Del Rio North, Suite 302 San Diego, CA 92108

On September 30, 2024, I served the foregoing document(s) described as:

NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO LABOR CODE SECTION 2699.3

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

Yu Kwak
3131 Camino Del Rio N., Suite 1150
San Diego, CA 92108
Agent for Service of Process for Defendant Extreme Transportation, Inc.
Via Certified Mail

Attn: PAGA Administrator
California Labor and Workforce Development Agency
455 Golden Gtate Avenue, 9th Floor
San Francisco, CA 94102
Via Electronic Filing

[XX] **(BY UNITED STATES CERTIFIED MAIL)** On September 30, 2024, I enclosed the documents in a sealed envelope or package addressed to the persons at the addresses named above and deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.

[XX] **(BY ELECTRONIC SUBMISSION)** On September 30, 2024, I caused the documents to be sent to the persons at the electronic notification addresses of the parties named above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[XX] **(DECLARATION)** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Dated: September 30, 2024

Coley Hayes

Coley Hayes

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>

To: Coley Hayes
Subject: Thank you for submission of your PAGA Case.

LWDA Case No. LWDA-CM-1065249-24
Law Firm : Mara Law Firm
Plaintiff Name : Antonio Rodriguez
Employer: Extreme Transportation, Inc.
Filing Fee : $75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

Exhibit 3