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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

GRISELDA JAUREGUI, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act; RAYMOND RODRIGUEZ, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorney General Act;

Plaintiffs,

vs.

ROADRUNNER TRANSPORTATION SERVICES, INC., an unknown business entity; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 21STCV12728

Honorable William F. Highberger
Department 10

CLASS ACTION

DECLARATION OF DANIEL BASS IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

[Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement; Declaration of Proposed Class Counsel (Daniel Bass); Declarations of Proposed Class Representatives (Griselda Jauregui and Raymond Rodriguez); and [Proposed] Order filed concurrently herewith]

Hearing Date:	September 21, 2026
Hearing Time:	11:00 a.m.
Department:	10
Complaint Filed:	April 2, 2021
FAC Filed:	May 21, 2025
Trial Date:	None Set

DECLARATION OF DANIEL BASS

I, Daniel Bass, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiffs Griselda Jauregui and Raymond Rodriguez ("Plaintiffs"). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

PROCEDURAL HISTORY

2. On March 23, 2021, Plaintiff Jauregui provided written notice by certified mail to the LWDA and Defendant of the specific provisions of the California Labor Code that were alleged to be violated ("Jauregui PAGA Notice").

3. On April 2, 2021, Plaintiff Jauregui filed the Class Action Complaint for Damages in the Superior Court for the County of Los Angeles, thereby commencing the above-captioned lawsuit ("Jauregui Class Action").

4. On May 27, 2021, Plaintiff Jauregui filed a Complaint for Damages and Enforcement Under the Private Attorneys General Act, Cal. Lab. Code § 2698, *Et Seq*. against Defendant in Los Angeles County Superior Court, Case No. 21STCV19986 ("Jauregui PAGA Action").

5. On June 7, 2021, Defendant filed its Answer to Plaintiff Jauregui's Class Action Complaint for Damages.

6. Also on June 7, 2021, Defendant removed Plaintiff Jauregui's Class Action to federal court (United States District Court for the Central District of California case number 2:21-CV-04657-SPG-PD). Extensive motion practice ensued, resulting first in a remand to Los Angeles Superior Court on September 8, 2021. On September 20, 2021, Defendant appealed this remand to the United States Court of Appeals for the Ninth Circuit. On March 17, 2022, the Ninth Circuit reversed and remanded the decision of the District Court, and on April 14, 2022, the District Court for the Central District of California reopened Plaintiff Jauregui's Class Action case. Plaintiff Jauregui's Class Action remained in federal court and the parties actively litigated it there, until

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they reached an agreement following two separate mediation sessions and extensive settlement negotiations.

7. On December 13, 2022, Plaintiff Jauregui and Defendant engaged in a day-long mediation session with respected mediator Phyllis Cheng, Esq. However, the parties did not reach an agreement and litigation, as well as settlement negotiations and discussions, continued.

8. On January 19, 2024, Plaintiff Jauregui and Defendant engaged in a second day-long mediation session with mediator Phyllis Cheng, Esq. Once again, the parties did not reach a settlement.

9. Over the following several months, Plaintiff Jauregui and Defendant continued to engage in extensive settlement discussions, with the support of mediator Phyllis Cheng, Esq., and also engaged in discovery discussions and informal exchange of information.

10. Separately, on April 17, 2024, Plaintiff Rodriguez provided written notice by certified mail to the LWDA and Defendant of the specific provisions of the California Labor Code that were alleged to be violated ("Rodriguez PAGA Notice").

11. On July 12, 2024, Plaintiff Rodriguez filed a Complaint for Damages and Enforcement Under the Private Attorneys General Act, Cal. Lab. Code § 2698, *Et Seq*. against Defendant in San Joaquin County Superior Court, Case No. STK-CV-UOE-2024-0008228 ("Rodriguez Action").

12. On or about October 2, 2024 the Parties in the Jauregui Class Action, Jauregui PAGA Action, and the Rodriguez Action (collectively, the "Actions") reached a global, class-wide settlement, in principle, which would resolve the claims alleged in the Jauregui Class Action, Jauregui PAGA Action, Rodriguez Action, and the Jauregui and Rodriguez PAGA Notices. Pursuant to the settlement reached, the Parties agreed to dismiss the Rodriguez Action and the Jauregui PAGA Action, to remand the Jauregui Class Action to state court, and to file an amended complaint in the Jauregui Class Action which would incorporate the allegations of the two dismissed cases, the Rodriguez Action and the Jauregui PAGA Action.

13. On December 17, 2024, the Plaintiff Jauregui and Defendant filed a Joint Stipulation to remand Plaintiff Jauregui's Class Action case to Los Angeles Superior Court. The

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District Court granted this remand on December 26, 2024, returning Plaintiff Jauregui's Class Action to state court.

14. On May 15, 2025, Plaintiff Jauregui, through a joint stipulation with Defendant, sought leave to file a First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, Cal. Lab. Code § 2698, *Et Seq*. ("First Amended Complaint" or "Operative Complaint"), adding Plaintiff Rodriguez as a plaintiff/class representative and adding his PAGA representative claims, and also adding a cause of action under PAGA which would allege the claims set forth in the Jauregui PAGA Notice and Rodriguez PAGA Notice. The Court granted leave to file the proposed First Amended Complaint on May 19, 2025, and Plaintiffs filed the First Amended Complaint on May 21, 2025.

15. The Rodriguez Action was dismissed without prejudice on October 3, 2025, and the Jauregui PAGA Action was dismissed without prejudice on October 7, 2025.

16. Plaintiffs' core allegations are that Defendant has violated California wage and hour law, including but not limited to laws set forth in the California Labor Code, by engaging in a uniform practice and procedure, with respect to Plaintiffs, Class Members, and PAGA Members of, *inter alia*, failing to pay all overtime and minimum wages, at all or at the correct rate of pay, failing to provide compliant meal and rest periods and associated premium pay, failing to timely pay wages during employment and upon termination of employment, failing to provide compliant wage statements, failing to maintain requisite payroll records, and failing to reimburse necessary business expenses, and thereby engaged in unfair business practices in violation of California Business and Professions Code section 17200, *et seq*., and conduct giving rise to civil penalties recoverable under the Private Attorneys General Act of 2004 (California Labor Code sections 2698, *et seq*.). Plaintiffs contend that they, and the Class Members, are entitled to, *inter alia*, unpaid wages, penalties (including and not limited to, penalties pursuant to PAGA), and attorneys' fees and costs.

17. The Parties have actively litigated the Actions since the Jauregui Class Action commenced on April 2, 2021. As described above, the Parties engaged in two mediation sessions, on December 13, 2022 and January 19, 2024. In addition to participation in these arm's-length and

informed negotiations with Mediator Phyllis Cheng, Esq. ("Mediator"), a respected mediator of complex wage and hour actions, the Parties also engaged in extensive settlement negotiations with the mediator's support. With the aid of the mediator, the Parties reached the Settlement described herein to resolve the Action in its entirety.

THE PROPOSED SETTLEMENT

18. Marked and attached hereto as "EXHIBIT 1" is a true and correct copy of the Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement," "Agreement," or "Settlement Agreement") entered into by and between Plaintiffs, individually and on behalf of all others similarly situated and other aggrieved employees, on the one hand, and Defendant, on the other hand (together, the "Parties"). The Parties and their counsel have approved the proposed Notice of Class Action Settlement ("Class Notice"), which is attached to the Settlement Agreement as "Exhibit A" and respectfully request that the Court approve it as well.

19. The Settlement provides for a Total Settlement Amount of $1,850,000.00 to be paid in two installments on a non-reversionary basis. The Net Settlement Amount is the Total Settlement Amount less the following amounts, subject to approval by the Court: Attorneys' Fees of up to $647,500.00 (if the Total Settlement Amount remains $1,850,000.00) and Costs not to exceed $45,000.00 to Class Counsel, Enhancement Awards to Plaintiffs of $10,000.00 each, Settlement Administration Costs to the Settlement Administrator not to exceed $19,000.00, and the PAGA Penalty of $330,000.00. Assuming that the amounts allocated under the Settlement toward these payments are awarded by the Court, the Net Settlement Amount that will be available for distribution to Settlement Class Members is currently $788,500.00. Additionally, 25% of the PAGA Penalty (i.e., PAGA Settlement Fund), which is $82,500.00 out of $330,000.00, will be distributed to the PAGA Members, for their respective portion of the PAGA Settlement Fund. The Total Settlement Amount will be fully distributed in accordance with the terms of the Settlement and there is no reversion to Defendant.

20. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees in an amount of up to thirty-five percent (35%) of the Total Settlement Amount (i.e., $647,500.00, if the Total Settlement Amount remains $1,850,000.00) and expenses and costs of not more than

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$45,000.00, which will be paid out of the Total Settlement Amount, subject to approval by the Court. It should be noted that Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained. A description of the qualifications of Class Counsel, the work performed by Class Counsel, and the results achieved by Class Counsel in this matter can be found in paragraphs 28 through 37, *infra*.

21. The Settlement Agreement provides for payment of up to $10,000.00 each to Plaintiffs as an Enhancement Award, to be paid out of the Total Settlement Amount subject to approval by the Court. Plaintiffs spent considerable time and effort to produce relevant documents and past employment records and to provide the facts and evidence necessary to attempt to prove the allegations. Plaintiffs were available whenever Class Counsel needed them and actively tried to obtain information that would benefit the Class. Accordingly, it is appropriate and just for Plaintiffs to each receive an Enhancement Award, in addition to their individual settlement payment, for their services on behalf of the Class, PAGA Members, and the State of California.

22. The Parties have agreed to retain Phoenix Settlement Administrators, ("Settlement Administrator") to handle the notice and settlement administration process. The Parties respectfully request that the Court appoint Phoenix Settlement Administrators to handle these procedures and serve as the Settlement Administrator. Defendant will provide the Settlement Administrator with the Class List, and the Settlement Administrator will calculate each Class Member's estimated share of the Net Settlement Amount ("Individual Settlement Share") and each PAGA Member's estimated *pro rata* share of the 25% portion of the PAGA Penalty. The Settlement Administrator will be responsible for printing, distributing, and tracking Class Notices and other documents for the Settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, transmitting funds representing uncashed checks after the void date to the California Controller's Unclaimed Property Fund in the name of each Class Member and/or PAGA Member to whom the checks were issued, and other duties and responsibilities set forth to process the Settlement, and as requested by the Parties. Settlement Administration Costs are currently estimated not to exceed $19,000.00 and will

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be paid out of the Total Settlement Amount, subject to approval of the Court.

23. Under the Settlement Agreement, Defendant is responsible for any employer-side tax obligations associated with the Total Settlement Amount and will deposit that amount into the settlement fund in addition to the Total Settlement Amount. Each Settlement Class Member's Individual Settlement Share will be allocated 20% to wages and 80% to penalties, interest, and non-wage damages. The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares.

CONDITIONAL CERTIFICATION OF THE PROPOSED CLASS IS APPROPRIATE

24. **Ascertainability:** The proposed Class is defined as all current and former hourly-paid or nonexempt employees who were employed by Defendant in California at any time during the Class Period, which is defined as the period from April 2, 2017 through either March 16, 2025 or, if applicable, as otherwise terminated pursuant to the Alternate End Date, pursuant to Paragraph 48 of the Settlement Agreement.

25. **Numerosity:** Based on data provided by Defendant and extrapolated to March 16, 2025, the Class is estimated to be approximately 1,098 individuals who worked an estimated total of 84,248 workweeks.

26. **Commonality:** Based on investigation and information discovered, Class Counsel believes that there is sufficient evidence to support the allegations made in the lawsuit, including the allegations that Defendant, with respect to Plaintiffs, Class Members, and PAGA Members, *inter alia*, failed to properly pay overtime and minimum wages and associated premium pay, failed to provide compliant meal and rest periods and to pay associated premium pay, failed to timely pay wages during employment and upon termination of employment, failed to provide compliant wage statements, failed to maintain requisite payroll records, and failed to reimburse necessary business expenses, and thereby engaged in unfair business practices and conduct giving rise to civil penalties recoverable under the Private Attorneys General Act of 2004 (California Labor Code sections 2698, *et seq.*). Plaintiffs also asserted that Class Members were expected to perform similar job duties and were subject to the same or similar operations and employment policies, practices, and procedures. Additionally, Plaintiffs asserted that Defendant's recordkeeping

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practices with respect to Plaintiffs, Class Members, and PAGA Members were substantially the same during the time period at issue. As a result of said alleged uniform practices, Plaintiffs claim that the Class Members were not paid all of the compensation that was owed to them by Defendant. Thus, in Class Counsel's view, it is clear that the outcome of this litigation would be determined by Defendant's uniform operations and employment practices, policies, and procedures that Plaintiffs allege applied across its hourly-paid or nonexempt employees in California during the relevant time period.

27. **Adequacy and Typicality:** Plaintiffs undertook the responsibilities of representing a class action against their former employer. Plaintiffs spent considerable time and effort to produce relevant documents and past employment records and to provide the facts and evidence necessary to attempt to prove the allegations. Plaintiffs were available whenever Class Counsel needed them and actively tried to obtain information that would benefit the Class. Plaintiffs have no interests that are adverse to the Class. Plaintiffs were employed by Defendant during the Class Period and subject to the same alleged violations and the same policies, practices, and procedures. Plaintiffs took on the challenge and risk of commencing and maintaining this action, and they have not yet received any monetary benefit for their service to date. Plaintiffs put their own interests aside and brought a publicly filed lawsuit against an employer not just for their own benefit, but, instead, on behalf of other hourly-paid employees and the State of California.

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

28. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, Lawyers *for* Justice, PC is the attorney of record in well over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act ("PAGA") representative actions. Lawyers *for* Justice, PC has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association

with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California.

29. Edwin Aiwazian is the Managing Partner and CEO of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University. From approximately September 2002 to approximately December 2002, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. In December of 2004, he obtained a license to practice law from the California State Bar. Since in or around October of 2008, through his work at Lawyers *for* Justice, PC, he has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. While employed by Lawyers *for* Justice, PC, he has argued over one hundred (100) motions, taken or defended over one hundred fifty (150) depositions, prepared dozens of expert witnesses for deposition or trial, and attended over one hundred seventy-five (175) mediations. Together with other attorneys at the firm, and in many cases in conjunction with co-counsel, he has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. Under his supervision, Lawyers *for* Justice, PC has successfully obtained class certification by contested motion practice in approximately sixteen (16) cases in the last decade, and litigated over 1,000 class action or representative action cases.

30. Arby Aiwazian is a Senior Partner of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from University of California, Los Angeles and graduated magna cum

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laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School. From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. From approximately August 2008 to approximately December 2008, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit. He was admitted to practice law in California in 2010. He is admitted to practice before all courts of the State of California and all United States District Courts in the State of California. He has worked on many wage-and-hour class action and representative action cases, taking the lead in taking and defending depositions, arguing motions, and attending mediations. He has played an integral role in preparing matters for class certification, including and not limited to, successful certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No. BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No. BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No. RG13680477). Under his supervision, dozens of class action or representative action cases have resulted in settlements that have been granted court approval. He has handled over one hundred and fifty (150) mediations and has worked on over two hundred and fifty (250) class action or representative action cases which have resulted in settlement.

31. Joanna Ghosh is a Senior Partner of Lawyers *for* Justice, PC. She received a Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of Science degree from the London School of Economics in 2007, and a Juris Doctor degree from Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010) and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme Court. She has taken and defended dozens of depositions and successfully handled motion practice in class action cases regarding discovery (including and not limited to, regarding class contact information), class certification (both contested class certification and stipulated class certification), arbitration agreements, coordination, and intervention. She has successfully handled briefing and oral argument on appeal and obtained notable decisions regarding the Private

Attorneys General Act and employer efforts to compel arbitration of PAGA claims, e.g., *Roberto Betancourt v. Prudential Overall Supply* (Cal. Ct. App., Mar. 7, 2017) 9 Cal.App.5th 439, cert. denied (Cal., May 24, 2017), cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th175. She has significant experience with class actions, including and not limited to working on cases to obtain class certification through contested motion practice and working on cases in the post-certification stage (e.g., post-certification discovery, appeal, statistical sampling and pilot study, and trial preparation in conjunction with co-counsel in a case involving a certified class consisting of approximately 2,600 individuals). She has extensive experience with class action and/or representative action settlements, and has handled this process in over five hundred (500) cases. Under her, Edwin Aiwazian, and Arby Aiwazian's supervision, Lawyers *for* Justice, PC has handled the class certification and court approval process for hundreds of class action and/or representative action matters that have successfully resolved. She is a member of the California Employment Lawyers Association and, on several occasions, has been a speaker regarding topics in wage and hour law at the organization's continuing legal education events.

32. I am a Member of Lawyers *for* Justice, PC. I received my Bachelor of Science degree in Psychology from Missouri State University in 2009, and a Juris Doctor degree from Washington University in St. Louis, School of Law in 2012, where I served as a Senior Editor of the Law Review and as a member of the Note Selection Committee. I am admitted to practice before all courts in the State of California, and all U.S. District Courts in California. From 2014 through and including the present, my practice consisted almost exclusively of complex wage and hour class action and PAGA action matters in California. I have worked at several plaintiffs' side law firms, and started the employment practice at one of them. I have taken and defended dozens of depositions and have successfully handled motion practice in class action and PAGA cases regarding discovery (including and not limited to motions regarding class contact information), class certification (both contested class certification and stipulated class certification), dispositive motions, arbitration agreements, coordination, and intervention. I have successfully handled a complex wage and hour class action and PAGA case at every step prior to trial. I also successfully handled briefing on appeals, including employer efforts to compel

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arbitration in *Jones v. UPS Supply Chain Solutions, Inc.*, California Court of Appeals for the First District, Case No. A160726 (Cal. App. Jul 01, 2021) (unpublished decision). Further, I have extensive experience with settlements of class actions and PAGA actions and have handled and supervised this process in over fifty (50) cases.

THE SETTLEMENT AND SUMMARY OF WORK PERFORMED

33. The effectiveness of Lawyers *for* Justice, PC ("Class Counsel") in prosecuting this matter has translated into tangible monetary benefits in the following respects: (1) Class Members, PAGA Members, and the State of California recover over a reasonably short period of time as opposed to waiting additional years for the same, or possibly worse, result; (2) a guaranteed result that compares favorably with other similar class action settlements of this type given the strengths and weaknesses of the case; and (3) significant savings in Class Counsel's fees and/or costs that would have only increased significantly had the case progressed through certification, trial, and/or appeals.

34. Class Counsel has litigated the case for over 5 years and was actively preparing the matter for class certification and trial. The Parties have engaged in extensive settlement negotiations and participated in two full-day mediation sessions conducted by Phyllis Cheng, Esq., a well-respected mediator experienced in mediating complex labor and employment matters. In the course of the this lawsuit as well as the prior actions which were dismissed for the global settlement (Jauregui PAGA Action and Rodriguez Action), and in connection with the mediation and settlement negotiations, the Parties exchanged extensive information and engaged in discussions regarding their evaluations of the cases and various aspects of the cases, including but not limited to, the risks and delays of further litigation, the law relating to off-the-clock theory, regular rate, rounding, meal and rest periods, PAGA representative claims, and state wage-and-hour law and enforcement, as well as the evidence produced and analyzed, and the possibility of appeals, among other things. During all settlement discussions, the Parties conducted their negotiations at arm's length in an adversarial position. Arriving at a settlement that was acceptable to all Parties was not easy. Defendant and its counsel felt strongly about its ability to prevail on the merits, and Plaintiffs and Class Counsel believed that they would be able to prevail at trial. After

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conducting investigations, formal and informal discovery, exchange of information, extensive settlement negotiations, and with the aid of the mediator's evaluation, the Parties have agreed that the matters are well-suited for settlement given the legal issues relating to Plaintiffs' principal claims, as well as the costs and risks to both sides that would attend further litigation. The Settlement is a fair, reasonable, and adequate resolution of the Released Class Claims of Plaintiffs and Settlement Class Members, and of the Released PAGA Claims of Plaintiffs and the State of California, with respect to aggrieved employees, Released Parties.

35. Prior to reaching the Settlement, Class Counsel investigated the veracity, strength, and scope of the claims, and was preparing the action for class certification and trial, and the two now-dismissed PAGA Actions (Jauregui PAGA Action and Rodriguez Action) for trial. Plaintiffs conducted significant investigation and formal and informal discovery regarding the facts of the cases, including and not limited to, the exchange, review, and analysis of thousands of pages of documents and data obtained from Defendant, Plaintiffs, and other sources. The volume of data and documents that Class Counsel reviewed and analyzed included and was not limited to: Plaintiffs' and other Class Members' employment records, a detailed sampling of Class Members' time and pay data, multiple iterations of Defendant's Employee Handbook, company policy acknowledgements (such as Policy Statement on Inside Information and Insider Trading and related procedures, Code of Business Conduct and Ethics, and the Whistleblower Policy), internal memoranda, job descriptions, new hire orientation checklists, Defendant's operations and employment practices, procedures, among other information and documents. Class Counsel had the opportunity to interview Plaintiffs and other Class Members to gather facts and to identify potential witnesses. Counsel for the parties took multiple depositions; Class Counsel took depositions of two Persons Most Knowledgeable for Defendant. Counsel for the Parties met and conferred on numerous occasions, e.g., to discuss issues relating to the pleadings, and the production of documents and data prior to and subsequent to each of the mediation sessions, and over the continued course of extensive settlement negotiations. Class Counsel drafted Plaintiffs' pleadings and two mediation briefs and prepared for and attended court proceedings, settlement negotiations, depositions, and mediation sessions, among other tasks.

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36. Counsel for the Parties have also invested time researching and investigating the applicable law, which is constantly evolving as it relates to certification, representative PAGA claims, off-the-clock theory, regular rate, rounding, meal and rest periods, state wage-and-hour law and enforcement, Plaintiffs' claims and damages, and Defendant's defenses thereto, as well as facts discovered. Based on Class Counsel's analysis, the result achieved in this lawsuit is fair, adequate, and reasonable.

37. Class Counsel is aware of the defenses and position of Defendant, but believes that Plaintiffs could potentially obtain class certification despite many obstacles. Plaintiffs and Class Counsel have also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation. Plaintiffs further recognize the burdens of proof necessary to establish liability for the claims asserted in the lawsuit, Defendant's defenses, and the difficulties in establishing entitlement to monetary recovery. Plaintiffs and Class Counsel have also considered the Parties' settlement discussions, as well as the evaluations of the mediator, who is experienced and well-regarded in complex labor and employment matters.

38. Defendant, on the other hand, denied and continues to deny any liability and wrongdoing of any kind associated with the claims alleged in the lawsuit, and further denies that this lawsuit is appropriate for class treatment or representative adjudication for any purpose other than this Settlement. Defendant believes that it would ultimately succeed in the matter. Both sides have also had the opportunity to interview witnesses and review documents and information relating to Plaintiffs', Class Members', and PAGA Members' employment with Defendant, and Defendant's operations and employment policies, practices, and procedures. The Parties also reviewed and analyzed thousands of pages of documents and data to determine the potential value and strength of the claims. The available information enabled Class Counsel to assess and value the class and PAGA claims and prepare violation, damages, and penalties analyses models. Accordingly, counsel for the Parties have conducted adequate investigation and discovery to be sufficiently informed of the nature and extent of the Class Members' claims, and to enable both sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. The Settlement takes into account the strengths and weaknesses of each side's position and the

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uncertainty of how the case might have concluded at trial and/or appeals.

ESTIMATE OF THE VALUE OF THE CLAIMS

39. Plaintiffs' action alleges that Defendant has violated the California Labor Code and Industrial Welfare Commission Wage Orders by engaging in a uniform policy and systematic scheme of wage abuse against Plaintiffs and the Class Members, including *inter alia*, failing to properly compensate overtime and minimum wages, failing to provide compliant meal and rest periods and associated premium pay, failing to timely pay wages during employment, failing to timely pay wages upon termination and associated waiting-time penalties, failing to provide compliant wage statements, failing to maintain requisite payroll records, and failing to reimburse necessary business expenses. Plaintiff further contends that Defendant's aforementioned conduct constitutes unfair business practices (under the California Business and Professions Code ("UCL") and gives rise to civil penalties recoverable under PAGA.

40. Based on data provided by Defendant and extrapolated by Plaintiffs, the total number of Class Members during the period from April 2, 2017 to March 16, 2025 ("relevant time period") was estimated to be approximately 1,098 individuals who worked an estimated total of 84,248 workweeks with an average hourly rate of pay of $17.61.

41. Plaintiffs contended that Defendant required Class Members to perform work before clocking-in and after clocking-out of their scheduled shifts and during meal and rest periods. Plaintiffs contended that Defendant discouraged the recordation of overtime hours and required Class Members to perform work off-the-clock. Plaintiffs contended that Defendant failed to include non-discretionary bonuses and incentives in the calculation of the regular rate when paying overtime wages. Plaintiffs also contended that meal and rest periods were regularly missed, later, shortened, and/or interrupted, that Class Members were required to remain on premises during rest breaks, readily available to assist with work tasks, and that Defendant failed to properly pay premiums for all non-compliant meal and rest periods. Additionally, Plaintiffs alleged that Defendant intentionally and willfully failed to pay Plaintiffs and Class Members all wages due to them while they were employed by Defendant, within the time period permissible under California law, and that Defendant failed to pay all wages due upon termination, within the time period

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permissible under California law, thereby triggering waiting-time penalties under California Labor Code section 203. Plaintiffs contended that, based on the violations described herein, the wage statements provided by Defendant and the payroll records kept by Defendant were inaccurate. Finally, Plaintiffs contended that Defendant failed to reimburse Plaintiffs and the other Class Members for necessary business expenses, including, but not limited to, the costs associated with the usage of personal cell phones to perform their work duties.

42. Class Counsel considered Defendant's arguments, e.g., that the employer's practices, policies, and procedures complied with the law, that Defendant paid Class Members over the California minimum wage for all hours worked, that Defendant correctly paid overtime for all overtime hours worked, that no waiting-time penalties were due because waiting-time penalties only arise from "willful" failure to pay wages due and owing at the time of termination or resignation, that Plaintiffs and Class Members suffered no actual injury from the alleged wage statement violations and that this alleged violation and the alleged recordkeeping violation are entirely derivative of the other causes of action, and that a policy and practice of reimbursing employees for necessary business-related expenses exists. Class Counsel also considered the likelihood of Plaintiffs' success in establishing that any of provisions of the California Labor Code, on which the civil penalties under PAGA and the UCL claim are predicated, were violated and that such violations were injurious and/or warranted imposition of civil penalties. Class Counsel also considered that trial courts have wide discretion when assessing penalties under PAGA, and that it could be determined that individual liability issues predominate (e.g., due to purported variation in shifts, locations, job duties, and other circumstances which could raise individualized questions of fact) and could pose challenges to certification, manageability, and the merits of Plaintiffs' claims.

43. Class Counsel considered information, data, and documents obtained from Plaintiffs, Defendant, and other sources, and created violation, damages, and penalties valuations and models prior to reaching the Settlement. Based thereon, Plaintiffs calculated the potential value of the claims. However, the potential value of each claim assumed an exposure based on the above-captioned action having been certified and Plaintiffs having proven all elements of the claims and entitlement to monetary recovery in the above-captioned action (on a class-wide and a

representative basis), despite risks associated with obtaining and maintaining certification and demonstrating manageability, risks to establishing liability and any underlying California Labor Code and IWC Wage Order violations and damages, and significant additional costs that would have to be incurred in order to certify the above captioned action and establish liability, damages, and penalties amounts in the cases. Plaintiffs faced the risk of the Court finding that individualized issues predominate, such that the cases are not suitable for class treatment. While Class Counsel disagreed with Defendant's arguments and factual contentions, Class Counsel recognized the circumstances and realities of the cases, applicable case law and regulations, the extensive time and pay records produced by Defendant, the costs and expenses of further litigation and certification, and risks to recovery, and applied appropriate discounts for them. Class Counsel calculated the potential and realistic values of each claim as follows:

a. Failure to Pay Overtime Wages: The potential value of this claim was estimated to be $2,225,832.16 (84,248 workweeks x 1 hour of unpaid overtime wages x overtime hourly rate of $26.42, which is based on the average hourly rate of $17.61). At this juncture, a discount of 70% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to $667,749.65), a discount of 65% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to $233,712.38), and a discount of 40% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to $140,227.43).

b. Failure to Pay Minimum Wages: The potential value of this claim was estimated to be $1,483,607.28 (84,248 workweeks x 1 hour of unpaid minimum wages x average hourly rate of $17.61). At this juncture, a discount of 70% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to $445,082.18, a discount of 65% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to $155,778.76), and a discount of

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40% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to $93,467.26).

c. Failure to Provide Compliant Meal Periods and Associated Premiums: The potential value of this claim was estimated to be $2,967,214.56 (84,248 workweeks x 2 meal period premiums x average hourly rate of $17.61). At this juncture, a discount of 65% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to $1,038,525.10), a discount of 60% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to $415,410.04), and a discount of 50% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to $207,705.02).

d. Failure to Provide Compliant Rest Periods and Associated Premiums: The potential value of this claim was estimated to be $7,418,036.40 (84,248 workweeks x 5 rest period premiums x average hourly rate of $17.61). At this juncture, a discount of 65% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to $2,596,312.74), a discount of 60% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to $1,038,535.10), and a discount of 50% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to $519,262.55).

e. Failure to Timely Pay Wages During Employment: The value of this claim is considered as a part of the valuation of the PAGA claim contained infra.

f. Failure to Timely Pay Wages After Termination (and Waiting-Time Penalties): Based on information and data provided by Defendant, it was estimated that approximately 746 Class Members had been terminated during the three-year

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statute of limitations (i.e., from April 2, 2018). Assuming that these individuals were not timely paid all wages due to them upon termination, the potential value of waiting-time penalties was estimated to be $3,152,894.40 collectively (746 individuals x [30 days x hourly rate of $17.61 x 8 hours]), or approximately $4,226.40 per individual. At this juncture, a discount of 60% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to $1,261,157.76), a discount of 70% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to $378,347.33), and a discount of 50% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to $189,173.66).

g. <u>Failure to Provide Compliant Wage Statements</u>: The potential value of this claim was calculated to be $2,508,000.00 ([627 initial violations x $50 statutory penalty] + [27,635 subsequent violations x $100 statutory penalty]). At this juncture, a discount of 60% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to $1,003,200.00), a discount of 70% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to $300,960.00), and a discount of 50% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to $150,480.00).

h. <u>Failure to Maintain Payroll Records</u>: Arguably, civil penalties would only be recoverable by the Labor Commissioner, therefore, the value of this claim is considered as a part of the valuation of the PAGA claim contained infra.

i. <u>Failure to Reimburse Necessary Business Expenses</u>: The potential value of this claim was estimated to be $202,195.20 (84,248 workweeks x $2.40 unreimbursed business expenses). At this juncture, a discount of 65% was applied to account for

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the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to $70,768.32), a discount of 80% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to $14,153.66), and a discount of 30% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to $9,907.56).

j. PAGA Penalties: The amount of civil penalties at issue, which the Court could determine whether or not to assess and whether or not to reduce based on the facts and circumstances of the case (to avoid an award that is unjust, arbitrary and oppressive, or confiscatory, pursuant to California Labor Code section 2699(e)(2)), were estimated to be approximately $1,128,600.00 (627 aggrieved employees estimated to have worked during one-year statutory period x $1,800 civil penalties). At this juncture a discount of 40% was applied to account for the risks associated with possible bifurcation of discovery and/or trial (bringing the value of this claim closer to $677,160.00), a discount of 50% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to $338,580.00), and a discount of 70% was applied to account for the risks associated with the Court's discretion to reduce civil penalties and obtaining an award of civil penalties (bringing the value of this claim closer to $101,574.00).

44. The foregoing discussion confirms that the amount of the Settlement is adequate in light of Plaintiffs' allegations and causes of action, the evidence at issue with respect to those allegations and causes of action, and legal and factual arguments and circumstances which pose challenges to certification, manageability, merits, and monetary recovery. The conclusion to be drawn from the foregoing analysis is that neither class certification, manageability, liability, nor the ability to adjudicate and/or recover monetary relief on a class-wide or representative basis is clear-cut, which is why the Parties elected to settle this matter. Class Counsel also recognized that additional discounts could be made to the risk-adjusted value to account for the costs and expenses

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associated with further litigation and the present value of obtaining a settlement now as opposed to monetary recovery, if any, that may be obtained in the future after further litigation. Class Counsel recognized the circumstances and realities of the case, applicable case law and regulations, and risks to recovery and applied appropriate discounts.

45. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is in the best interest of Plaintiffs, the Class, and the State of California. Class Counsel further submits that the Settlement is within an acceptable range of recovery for this type of litigation given the strengths and weaknesses of the case, the inherent costs and risks of further litigation, and the costs and risks associated with class certification, representative adjudication, trial, and/or appeals.

46. I have reviewed the Court's Checklist for Approval of Class Action and/or Private Attorneys General Act ("PAGA") Settlements and confirm that the moving papers filed herewith comply with the checklist.

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

Executed on this 25th day of June 2026, at Glendale, California.

Daniel Bass

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EXHIBIT 1

<u>JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE</u>

This Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement," "Agreement" or "Settlement Agreement") is made and entered into by and between Plaintiff Griselda Jauregui and Plaintiff Raymond Rodriguez (collectively, "Plaintiffs"), individually, on behalf of all others similarly situated and on behalf of the State of California with respect to PAGA Members pursuant to the Private Attorneys General Act, and Roadrunner Transportation Services, Inc. ("Defendant") (collectively, Plaintiffs and Defendant are referred to as the "Parties" and individually they are referred to as "Party").

This Joint Stipulation of Class Action and PAGA Settlement and Release shall be binding on Plaintiffs, Settlement Class Members (as defined herein), the State of California with respect to PAGA Members (as defined herein), and on Defendant, subject to the terms and conditions hereof and the approval of the Court.

RECITALS

1. On March 23, 2021, Plaintiff Jauregui provided notice by electronic upload to the Labor and Workforce Development Agency and written notice by certified mail to Defendant of her intent to pursue civil penalties under California Labor Code section 2698, *et seq.* ("PAGA") for Defendant's alleged violations of the California Labor Code ("Jauregui PAGA Notice").

2. On April 2, 2021, Plaintiff Jauregui filed a Class Action Complaint for Damages, thereby commencing a putative class action entitled *Griselda Jauregui v. Roadrunner Transportation Services, Inc.*, in the Superior Court of California for the County of Los Angeles, Case No. 21STCV12728 ("*Jauregui* Class Action") against Defendant for alleged violations of the California Labor Code. The Complaint alleges ten (10) causes of action against Defendant for failure to properly pay minimum and overtime wages, provide compliant meal and rest periods and associate premium payments, timely pay wages during and after employment and pay associated with waiting-time penalties, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses, and for violations of the California Business and Professions Code Section 17200, *et seq*. Defendant removed the Class Action Complaint to federal court. Defendant appealed the District Court's order granting remand of the Class Action Complaint to state court (D.C. No. 2:21-cv-04657-

RGK-PD) to the Ninth Circuit Court of Appeals (No. 22-55058).

3. On May 27, 2021, Plaintiff Jauregui filed a Complaint for Enforcement Under the Private Attorneys General Act, thereby commencing a representative PAGA action entitled *Griselda Jauregui v. Roadrunner Transportation Services, Inc.*, in the Superior Court of California for the County of Los Angeles, Case No. 21STCV19986 ("*Jauregui* PAGA Action") against Defendant for alleged violations of the California Labor Code.

4. On March 17, 2022, the District Court issued an order in the *Jauregui* Class Action to reverse the District Court's Order and remanded for further proceedings consistent with the Ninth Circuit's opinion.

5. On December 13, 2022, Plaintiff Jauregui and Defendant participated in mediation of both the *Jauregui* Class Action and *Jauregui* PAGA Action with Phyllis Cheng, Esq. ("the Mediator"), a respected mediator of complex wage and hour actions. However, neither action settled that day and the Parties continued to engage in discovery.

6. On January 19, 2024, Plaintiff Jauregui and Defendant attended a second mediation session with the Mediator to resolve the matters, which was ultimately also unsuccessful. However, the Parties remained engaged in discussing a possible settlement.

7. On April 17, 2024, Plaintiff Rodriguez provided notice by electronic upload to the Labor and Workforce Development Agency and written notice by certified mail to Defendant of his intent to pursue civil penalties under California Labor Code section 2698, *et seq.* ("PAGA") for Defendant's alleged violations of the California Labor Code ("Rodriguez PAGA Notice").

8. On July 12, 2024, Plaintiff Rodriguez filed a Complaint for Enforcement Under the Private Attorneys General Act, thereby commencing a representative PAGA action entitled *Raymond Rodriguez v. Roadrunner Transportation Services, Inc.*, in the Superior Court of California for the County of San Joaquin, Case No. STK-CV-UOE-2024-0008228 ("*Rodriguez* Action") against Defendant for alleged violations of the California Labor Code.

9. On October 2, 2024, with the assistance of the Mediator's evaluations, the Parties reached the settlement that is memorialized herein by way of mediator's proposal. The settlement discussions were conducted at arm's-length, and the Settlement is the result of an informed and detailed analysis of

Defendant's potential liability and exposure in relation to the costs and risks associated with continued litigation. Based on the documents produced, as well as Class Counsel's own independent investigation and evaluation, Class Counsel believe that the settlement with Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members, the State of California, and PAGA Members in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation and various defenses asserted by Defendant.

10. On December 27, 2024, the District Court granted the Parties' Joint Stipulation to Remand to State Court and ordered the *Jauregui* Class Action to be remanded to the Superior Court of the State of California for the County of Los Angeles, Case No. 21STCV12728.

11. On May 21, 2025, Plaintiff Jauregui filed a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("First Amended Complaint", thereby adding Raymond Rodriguez as an additional plaintiff and adding a claim for civil penalties pursuant to the Private Attorneys General Act, California Labor Code § 2698, *et seq*. ("PAGA"), on behalf of the State of California in connection with Plaintiffs and PAGA Members.

12. Defendant denies all material allegations set forth in the Operative Complaint in the Action and has asserted numerous affirmative defenses in the case. Notwithstanding, in the interest of avoiding further litigation, Defendant desires to fully and finally settle the Action, the Released Class Claims, and the Released PAGA Claims.

13. Class Counsel diligently investigated the claims against Defendant, including any and all applicable defenses and the applicable law. The investigation included, *inter alia*, the exchange of information, data, and documents, and review of Defendant's employment and operations policies, practices, and procedures.

14. The Parties expressly acknowledge that this Settlement Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendant. If for any reason the Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

DEFINITIONS

15. The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

a. "Attorneys' Fees and Costs" means attorneys' fees approved by the Court for Class Counsel's litigation and resolution of the Action and all actual costs incurred and to be incurred by Class Counsel in the Action, as set forth in Paragraph 21.

b. "Class Counsel" means Arby Aiwazian, Joanna Ghosh and Tara Zabehi of Lawyers *for* Justice, PC, counsel for Plaintiffs, who will seek to be appointed counsel for the Class.

c. "Class List" means a complete list of all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include each Class Member's last-known full name, mailing address, telephone number, Social Security Number, dates employed as a non-exempt, hourly-paid employee of Defendant in California during the Class Period and/or PAGA Period, and such other information as is necessary for the Settlement Administrator to calculate Workweeks and/or PAGA Workweeks (as defined herein).

d. "Class Member(s)" or "Class" means all current and former hourly-paid or nonexempt employees who were employed by Defendant in California at any time during the Class Period.

e. "Class Notice" means the Notice of Class Action Settlement approved by the Court, substantially in the form attached as "**Exhibit A**."

f. "Class Period" means the time period from April 2, 2017 through either (a) the date of the Court's preliminary approval of class settlement, or (b) March 16, 2025, whichever is sooner, or, if applicable, (c) as otherwise terminated pursuant to the Alternate End Date, pursuant to Paragraph 48.

g. "Class Representatives" or "Plaintiffs" means Griselda Jauregui and Raymond Rodriguez.

h. "Class Settlement" means the settlement and resolution of all Released Class Claims.

i. "Court" means the Superior Court of California for the County of Los Angeles.

j. "Defendant" means Roadrunner Transportation Services, Inc.

k. "Defendant's Counsel" means Kathy M. Huynh of Husch Blackwell LLP.

l. "Effective Date" means the date when all of the following events have occurred: (1) the Settlement Agreement has been executed by all Parties, Class Counsel, and Defendant's Counsel; (2) the Court has given preliminary approval to the Settlement; (3) the Class Notice has been mailed to the Class Members, providing them with an opportunity to object to the terms of the Class Settlement or opt out of the Class Settlement; (4) the Court has held a Final Approval Hearing and entered a Final Approval Order and Judgment; (5) if no timely objections are filed or if all objections are withdrawn, the date upon which the Court entered a Final Approval Order and Judgment; and (6) in the event there are written objections to the Class Settlement filed prior to the Final Approval Hearing which are not later withdrawn or denied, the later of the following events: five business days after the period for filing any appeal, writ, or other appellate proceeding opposing the Court's Final Approval Order and Judgment has elapsed without any appeal, writ, or other appellate proceeding having been filed, or, if any appeal, writ, or other appellate proceeding opposing the Court's Final Approval Order and Judgment has been filed, five business days after any appeal, writ, or other appellate proceedings opposing the Court's Final Approval Order and Judgment has finally and conclusively dismissed with no right to pursue further remedies or relief.

m. "Employer Taxes" means the employers' share of taxes and contributions in connection with the wages portion of Individual Settlement Shares.

n. "Enhancement Award" means the amount to be paid to Plaintiffs in recognition of their efforts and work in prosecuting the Action on behalf of Class Members and in exchange for a general release and withdrawal of any pending claims.

o. "Final Approval" means the determination by the Court that the Settlement is fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

p. "Final Approval Hearing" means the hearing at which the Court will consider and determine whether the Settlement should be granted Final Approval.

q. "Individual PAGA Payment(s)" means the *pro rata* share of the PAGA Settlement

Fund that a PAGA Member may be eligible to receive for the PAGA Settlement, to be calculated in accordance with Paragraph 26.

r. “Individual Settlement Payment(s)” means the net payment of each Settlement Class Member’s Individual Settlement Share and/or Individual PAGA Payment, after reduction of the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share, as provided in Paragraph 36.

s. “Individual Settlement Share” means the *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive for the Class Settlement, to be calculated in accordance with Paragraph 25.

t. “LWDA Payment” means the amount of Two Hundred Forty-Seven Thousand Five Hundred Dollars ($247,500.00), i.e., 75% of the PAGA Penalty, that the Parties have agreed to pay to the California Labor and Workforce Development Agency (“LWDA”) for the PAGA Settlement, as set forth in Paragraph 24.

u. “Net Settlement Amount” means the portion of the Total Settlement Amount that is available for distribution to Class Members, which is the Total Settlement Amount less the Court-approved Enhancement Award, Settlement Administration Costs, PAGA Penalty, and Attorneys’ Fees and Costs, the amounts that were not awarded by the Court will be included in the Net Settlement Amount (i.e., the Net Settlement Amount will increase accordingly).

v. “Objection” means a Class Member’s valid and timely written objection to the Class Settlement, which must: (a) contain the case name and number of the Class Action; (b) contain the Class Member’s full name, signature, address, telephone number, and last four (4) digits of Social Security Number; (c) contain a written statement of all grounds for the objection accompanied by any legal and factual support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

w. “Operative Complaint” means the First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. filed on May 21, 2025 in the Action.

x. "PAGA Penalty" means the allocation of Three Hundred and Thirty Thousand Dollars ($330,000.00) from the Total Settlement Amount as civil penalties pursuant to the Private Attorneys General Act, California Labor Code section 2698 *et seq*., for the settlement and resolution of the Released PAGA Claims. Seventy-five percent (75%) of the PAGA Penalty, or $247,500.00, will be paid to the LWDA (i.e., the LWDA Payment) and the remaining twenty-five percent (25%), or $82,500.00, will be distributed to PAGA Members (i.e., the PAGA Settlement Fund).

y. "PAGA Members" means all current and former hourly-paid or non-exempt employees who were employed by Defendant in California at any time during the PAGA Period.

z. "PAGA Settlement Fund" means the amount of Eighty-Two Thousand and Five Hundred Dollars ($82,500.00), i.e., 25% of the PAGA Penalty, to be distributed to PAGA Members on a *pro rata* basis based on their PAGA Workweeks during the PAGA Period.

aa. "PAGA Period" means the time period from March 23, 2020 through either (a) the date of the Court's preliminary approval of class settlement, or (b) March 16, 2025, whichever is sooner, or, if applicable, (c) as otherwise terminated pursuant to the Alternate End Date, pursuant to Paragraph 48.

bb. "PAGA Settlement" means the settlement and resolution of Released PAGA Claims.

cc. "PAGA Workweeks" means the number of weeks each PAGA Member worked for Defendant as a non-exempt, hourly paid employee in California during the PAGA Period, which will be calculated by the Settlement Administrator.

dd. "Parties" means Plaintiffs and Defendant, collectively, and "Party" means any of the Plaintiffs or Defendant.

ee. "Preliminary Approval" means entry by the Court of an order granting preliminary approval of the Settlement Agreement.

ff. "Released Class Claims" means all claims under state, federal, or local law, arising out of the claims expressly pleaded in the Action and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, or that could have been asserted based on the facts pleaded in the Action for: (1) failure to pay overtime wages under Labor

Code Sec. 510, 1198; (2) failure to provide meal periods and/or pay meal period premiums under Labor Code Sec. 226.7, 512; (3) failure to provide rest periods and/or pay rest period premiums under Labor Code Sec. 226.7; (4) failure to pay minimum wages under Labor Code Sec. 1194, et seq.; (5) failure to timely pay wages upon termination under Labor Code Sec. 203; (6) failure to timely pay wages during employment under Labor Code Sec. 204, 210; (7) failure to provide accurate, itemized wage statements under Labor Code Sec. 226; (8) failure to keep requisite payroll records under Labor Code Sec. 1174(d); (9) failure to reimburse business expenses under Labor Code Sec. 2800, 2802; and (10) violation of California's unfair competition law under Business and Professions Code Sec. 17200.

gg. "Released PAGA Claims" means all claims for civil penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* that were alleged in the PAGA Notices and Operative Complaint or that reasonably could have been alleged based on the factual allegations in the PAGA Notice and Operative Complaint, arising during the PAGA Period, for failure to pay overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to pay minimum wages, failure to timely pay wages upon termination, failure to timely pay wages during employment, failure to provide accurate, itemized wage statements, failure to keep requisite payroll records, and failure to reimburse business expenses.

hh. "Released Parties" means Defendant Roadrunner Transportation Services, Inc. and any of its former and/or current parents, subsidiaries, affiliates, and any other entities that could be considered to have jointly employed the Class Members or PAGA Members as well as each of their officers, directors, members, managers, owners, executives, partners, executive-level employees, investors, shareholders, administrators, agents, attorneys, insurers, reinsurers, and any other predecessors, successors, assigns or legal representatives.

ii. "Request for Exclusion" means a Class Member's written letter indicating a request to be excluded from the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the Class Member's full name, signature, address, telephone number, and last four (4) digits of Social Security Number; (c) contain a clear written statement indicating that the Class Member seeks exclusion from the Class Settlement; and (d) be submitted by mail to the Settlement

Administrator at the specified address, postmarked on or before the Response Deadline. The date of the postmark on the return mailing envelope or fax-stamp on the submission will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. A Class Member who does not request exclusion from the Class Settlement will be deemed a Settlement Class Member and will be bound by all terms of this Agreement, if the settlement is granted Final Approval by the Court.

jj. "Response Deadline" means the deadline by which Class Members must submit a Request for Exclusion, Objection, and/or Workweeks Dispute, which shall be the date that is forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator, unless the forty-fifth (45th) day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. In the event that a Class Notice is re-mailed to a Class Member, the Response Deadline for that Class Member shall be extended by fifteen (15) calendar days from the initial Response Deadline.

kk. "Settlement Administrator" means Phoenix Settlement Administrators ("Phoenix") or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for purposes of administering this Settlement. The Parties and their counsel each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

ll. "Settlement Administration Costs" means the costs payable from the Total Settlement Amount, subject to Court approval, to the Settlement Administrator for administering this Settlement, as set forth in Paragraph 23.

mm. "Settlement Class Members" or "Settlement Class" means all Class Members who do not submit a timely and valid Request for Exclusion from the Class Settlement.

nn. "Total Settlement Amount" means the amount of One Million Eight Hundred and Fifty Thousand Dollars ($1,850,000.00) to be paid by Defendant in full resolution of all Released Class Claims, Released PAGA Claims, and the Action provided for under the Class Settlement and PAGA Settlement, which includes all Attorneys' Fees and Costs to be paid to Class Counsel, Enhancement Award to be paid to Plaintiffs, PAGA Penalty to be paid to the LWDA and PAGA Members, Net Settlement Amount to be paid to the Settlement Class Members, and Settlement Administration Costs to be paid to the Settlement Administrator. The Total Settlement Amount may increase to the extent provided in Paragraph 48. The Total Settlement Amount does not include Employer Taxes; Employer Taxes will be paid by Defendant, separately and in addition to the Total Settlement Amount.

oo. "Workweeks" means the number of weeks each Class Member worked for Defendant as a non-exempt, hourly paid employee in California during the Class Period, which will be calculated by the Settlement Administrator.

pp. "Workweeks Dispute" means a Class Member's written letter disputing the pre-printed information on the Class Notice as to the number of Workweeks and/or PAGA Workweeks credited to them, which must: (a) contain the case name and number of the Action; (b) contain the Class Member's full name, signature, address, telephone number, and last four (4) digits of Social Security Number; (c) clearly state that the Class Member disputes of the number of Workweeks and/or PAGA Workweeks credited to him or her and what he or she contends is the correct number to be credited to him or her; (d) attach any documentation that he or she has to support the dispute; and (e) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

<u>CLASS CERTIFICATION</u>

16. For the purposes of this settlement only, the Parties stipulate to the certification of the Class.

17. The Parties agree that certification for the purpose of settlement is not an admission that certification is proper under California Code of Civil Procedure section 382. Should, for whatever reason, the Court not grant Final Approval, the Parties' stipulation to class certification as part of the Settlement shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not certification would be appropriate as to any of the claims asserted by Plaintiffs against Defendant in a non-settlement context.

<u>TERMS OF AGREEMENT</u>

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

18. <u>Amendment of Complaint</u>. To implement the terms of the Settlement, Parties have agreed

that Plaintiff Jauregui will file a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. in the Action, that will include the parties and allegations from the *Jauregui* PAGA Action and *Rodriguez* Action. The Parties will enter into a separate stipulation seeking an order from the Court granting Plaintiff Jauregui leave to file the contemplated amended complaint.

19. Dismissal of *Jauregui* PAGA Action and *Rodriguez* Action. Once the contemplated amended complaint is filed, Plaintiffs shall dismiss the *Jauregui* PAGA Action from the Los Angeles Superior Court and *Rodriguez* Action from the San Joaquin Superior Court.

20. Funding and Disbursement of the Total Settlement Amount.

a. Establishing the Qualified Settlement Account. After Preliminary Approval, and prior to the Final Approval Hearing, the Settlement Administrator will provide the Parties with an accounting estimate of the contemplated amounts to be paid by Defendant pursuant to the terms of the Settlement Agreement and establish a qualified settlement account for administration of the Settlement.

b. Funding the Total Settlement Amount.

i. Within ninety (90) days of the Effective Date, Defendant will make a deposit of one-half of the Total Settlement Amount (i.e. $925,000.00), plus an amount sufficient to pay the Employer Taxes, into the qualified settlement account established by the Settlement Administrator ("First Installment").

ii. Within one (1) year after the due date for the First Installment, Defendant will make a final deposit of the second-half of the Total Settlement Amount (i.e. $925,000.00), plus an amount sufficient to pay the Employer Taxes, into the qualified settlement account established by the Settlement Administrator ("Second Installment").

iii. The deposit of the First Installment and the Second Installment into the qualified settlement account established by the Settlement Administrator constitutes full funding of the Total Settlement Amount ("Full Funding").

iv. To the extent that any payment due date set forth in this Agreement falls on a Saturday, Sunday, or legal holiday, that deadline shall be continued until the following business day.

v. The Settlement Administrator shall provide Defendant's Counsel with electronic transfer instructions for Defendant to tender payment to the Settlement Administrator as described in this Agreement, as soon as possible after the qualified settlement account has been established. The deadlines for Defendant's payment of the Total Settlement Amount are contingent upon receipt of the payment instructions. Defendant expressly agrees to follow the Settlement Administrator's payment instructions. The Parties agree that the deadlines for Defendant's payment obligations with respect to each installment payment made under this Agreement shall be met upon initiating the electronic transfer of funds to the Settlement Administrator, pursuant to its instructions, provided, however, that any unsuccessful electronic transfer of funds be of no fault of Defendant. In the event of an unsuccessful electronic transfer of funds, the Parties agree to cooperate in good faith to resolve the issues.

c. <u>Disbursement of Total Settlement Amount</u>.

i. Within seven (7) calendar days of Full Funding of the Total Settlement Amount, the Settlement Administrator will issue payments due under the Settlement and approved by the Court, as follows: (a) Individual Settlement Payments to Settlement Class Members; (b) Individual PAGA Payments to PAGA Members; (c) Enhancement Award to Plaintiffs; (d) LWDA Payment to the LWDA; (e) Attorneys' Fees and Costs to Class Counsel; and (f) Settlement Administration Costs to itself (the Settlement Administrator). The Settlement Administrator will also undertake filings and remittances in connection with the employee's share of taxes on the wages portion of Individual Settlement Shares and the Employer Taxes, that are necessary for administration of the Settlement.

21. <u>Attorneys' Fees and Costs</u>. Class Counsel will request and Defendant will not oppose

attorneys' fees of up to thirty-five percent (35%) of the Total Settlement Amount (i.e., up to $647,500.00 if the Total Settlement Amount is $1,850,000.00) and reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement of the Action, supported by declaration, in an amount not to exceed Forty-Five Thousand Dollars ($45,000.00), both of which will be paid from the Total Settlement Amount subject to Court approval. These amounts will cover any and all work performed and any and all costs incurred by Class Counsel in connection with the litigation and settlement of the Action, including without limitation all work performed and costs incurred to date, and all work to be performed and all costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. With respect to the Attorneys' Fees and Costs to Class Counsel, the Settlement Administrator may purchase an annuity to utilize United States Treasuries and bonds or utilize other attorney fee deferral vehicles for Class Counsel, and any additional expenses for doing so shall be paid separately by Class Counsel and shall not be included within the Settlement Administration Costs. Defendant and Defendant's Counsel shall not be liable for any expenses associated with the purchase or use of any attorney fee deferral vehicles for Class Counsel by the Settlement Administrator. Any portion of the requested Attorneys' Fees and Costs not awarded to Class Counsel shall be a part of the Net Settlement Amount for the benefit of Settlement Class Members.

22. Enhancement Award. In recognition of their efforts and work in prosecuting the Action, Defendant agrees not to oppose or impede any application or motion for an Enhancement Award to Plaintiffs in the amount of up to Ten Thousand Dollars ($10,000.00) each. The Enhancement Award, which will be paid from the Total Settlement Amount, subject to Court approval, will be in addition to any Individual Settlement Payment and Individual PAGA Payment (if applicable) that they are eligible to receive pursuant to the Settlement. The Settlement Administrator will issue an IRS Form 1099 to Plaintiffs for the Enhancement Award, and Plaintiffs shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any and all taxes on the amounts received. Should the Court not approve the Enhancement Award to Plaintiffs, or approve it in an amount

that is less than that set forth above, Plaintiffs shall not have the right to revoke this Agreement, and it will remain binding, and the difference between the amount approved by the Court (if any) and the amount allocated toward the Enhancement Award will be part of the Net Settlement Amount for the benefit of Settlement Class Members.

23. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments under the Settlement, which is currently estimated not to exceed Nineteen Thousand Dollars ($19,000.00). These costs, which will be paid from the Total Settlement Amount, subject to Court approval, will include, *inter alia*, translating the Class Notice to Spanish, printing, distributing, and tracking Class Notices and other documents for the Settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement, and as requested by the Parties. To the extent actual Settlement Administration Costs are greater than the estimated amount stated herein to process this settlement, such excess amount will be deducted from the Total Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement Administrator, to undertake the requirement settlement administration duties, will become part of the Net Settlement Amount for the benefit of Settlement Class Members.

24. PAGA Penalty. Subject to approval by the Court, the Parties agree that the amount of Three Hundred Thirty Thousand Dollars ($330,000.00) from the Total Settlement Amount will be allocated toward civil penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq*. (i.e., the PAGA Penalty), of which seventy-five percent (75%), or $247,500.00, will be paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%) or, $82,500.00, will be distributed to PAGA Members (i.e., the PAGA Settlement Fund) on a *pro rata* basis, based on PAGA Workweeks during the PAGA Period (i.e., the Individual PAGA Payment).

25. Individual Settlement Share Calculations. Individual Settlement Shares will be calculated and apportioned from the Net Settlement Amount based on the Class Members' number of Workweeks during the Class Period, as follows:

a. After Preliminary Approval of the Settlement, the Settlement Administrator will divide the estimated Net Settlement Amount by the Workweeks of all Class Members during the Class Period to yield the "Estimated Workweek Value," and multiply each Class Member's individual Workweeks during the Class Period by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Settlement.

b. After Final Approval of the Settlement, the Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Settlement Class Members during the Class Period to yield the "Final Workweek Value," and multiply each Settlement Class Member's individual Workweeks during the Class Period by the Final Workweek Value to yield his or her Individual Settlement Share.

26. <u>Individual PAGA Payment Calculations</u>. Individual PAGA Payments will be calculated and apportioned from the PAGA Settlement Fund based on the PAGA Members' number of PAGA Workweeks during the PAGA Period as follows: The Settlement Administrator will divide the PAGA Settlement Fund, i.e., 25% of the PAGA Penalty, by the total number of PAGA Workweeks of all PAGA Members during the PAGA Period to yield the "PAGA Workweek Value," and multiply each PAGA Member's individual PAGA Workweeks during the PAGA Period by the PAGA Workweek Value to yield his or her Individual PAGA Payment.

27. <u>Settlement Awards Do Not Trigger Additional Benefits</u>. All payments made under the Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually are issued to the payee. It is expressly understood and agreed that payments made under this Settlement shall not in any way entitle Plaintiffs, Settlement Class Members, or PAGA Members to additional compensation or benefits under any new or additional compensation or benefits, or any bonus, contest or other compensation or benefit plan or agreement in place during the Class Period, nor will it entitle Plaintiffs, Settlement Class Members, or PAGA Members to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits. It is the intent of this Agreement that the Individual Settlement Payments and Individual PAGA Payments provided for in this Agreement are the sole payments to be made by Defendant to the Settlement Class Members and PAGA Members in connection with this Agreement (notwithstanding any contrary language or agreement in any benefit or

compensation plan document that might have been in effect during the Class Period).

28. Notice of Proposed PAGA Settlement to LWDA. Pursuant to California Labor Code section 2699(l)(2), Class Counsel will submit a copy of this Settlement Agreement to the LWDA at the same time that it is submitted to the Court for preliminary approval.

29. Delivery of the Class List. Within thirty (30) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator.

30. Notice by First-Class U.S. Mail.

a. Within fourteen (14) calendar days after receiving the Class List from Defendant, the Settlement Administrator will perform a search based on the United States Postal Service's National Change of Address Database or any other similar services available, such as provided by Experian, for information to update and correct for any known or identifiable address changes, and will mail a Class Notice in English and Spanish (in the form attached as **Exhibit A** to this Settlement Agreement) to all Class Members via U.S. mail, using the most current, known mailing addresses identified by the Settlement Administrator.

b. With respect to Class Notices that are returned as undeliverable on or before the Response Deadline, the Settlement Administrator will search for an alternate address by way of skip-trace and re-mail the Class Notice within five (5) calendar days to an alternate address if one is located.

c. Dispute Regarding Workweeks. The Class Notice will include the procedure by which a Class Member may dispute the number of Workweeks allocated to him or her by submitting a timely and valid Workweeks Dispute. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a dispute has been timely submitted. Absent evidence rebutting the accuracy of Defendant's records and data as they pertain to the number of Workweeks to be credited to a disputing Class Member, Defendant's records will be presumed correct and determinative of the dispute. However, if a Class Member produces information and/or documents to the contrary, the Settlement Administrator will evaluate the information and/or documents submitted by the Class Member and the Settlement Administrator will resolve and determine the number of Workweeks that the disputing Class Member should be credited with under the Settlement. The Settlement Administrator's decision on such disputes will be final and non-appealable.

31. Settlement Checks.

a. The Settlement Administrator will be responsible for undertaking appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the PAGA Members in accordance with this Settlement Agreement. When issuing payments, the Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA Payment into one check if the intended recipient for both payments is one individual.

b. The Settlement Administrator shall remit and report the applicable portions of the payroll tax payment to the appropriate taxing authorities on a timely basis pursuant to its duties under this Agreement. Defendant agrees to reasonably cooperate with the Settlement Administrator to the extent necessary to determine the amount of the payroll tax payment required.

c. Each Individual Settlement Payment check and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date of original issuance, and thereafter, shall be canceled. For any Class Member whose Individual Settlement Payment or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

d. The Settlement Administrator shall undertake amended and/or supplemental tax filings and reporting, required under applicable local, state, and federal tax laws, that are necessitated due to the cancelation of any Individual Settlement Payment or Individual PAGA Payment checks. Settlement Class Members whose Individual Settlement Payment checks are canceled shall, nevertheless, be bound by this Settlement Agreement and the Final Approval Order and Judgment will have claim preclusive impact with respect to them and all Settlement Class Members with respect to the Class Settlement. The Final Approval Order and Judgment will have claim preclusive impact on the PAGA Members with respect to the PAGA Settlement irrespective of whether their Individual PAGA Payment checks are canceled.

32. Procedures for Requesting Exclusion from the Class Settlement. Any Class Member

wishing to be excluded from the Class Settlement must submit a timely and valid Request for Exclusion to the Settlement Administrator, by mail, on or before the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's Counsel, the number of timely and valid Requests for Exclusion that were submitted, and also identify the individuals who submitted them, in a declaration that is to be filed with the Court in advance of the Final Approval Hearing. Any Class Member who submits a timely and valid Request for Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will not be issued an Individual Settlement Payment. All PAGA Members will be bound by the PAGA Settlement and will be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

33. Procedures for Objecting to the Class Settlement. Class Members who have not opted out of the Class Settlement (i.e., Settlement Class Members) may object to the Class Settlement. To object to the Class Settlement, Settlement Class Members must submit a timely and complete Objection to the Settlement Administrator, by mail, on or before the Response Deadline. The Objection must be signed by the Settlement Class Member and contain all information required by Paragraph 15.v. of this Settlement Agreement. The postmark date will be deemed the exclusive means for determining that the Objection is timely. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to object to the Settlement Agreement or appeal from the Final Approval Order and Judgment. Settlement Class Members may also present their objection orally at the Final Approval Hearing, irrespective of whether they submit a written Objection. The Settlement Administrator will certify jointly to Class Counsel and Defendant's Counsel the Objections that were timely submitted, and also attach them as exhibits to a declaration that is to be filed with the Court in advance of the Final Approval Hearing.

34. Reports by the Settlement Administrator Regarding Settlement Administration. The Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report which certifies: (a) the number of Class Members and PAGA Members who have submitted a Workweeks

Dispute; (b) the number of Class Members who have submitted timely and valid Requests for Exclusion; (c) the number of Class Members who have submitted timely and complete Objections; (d) the number of undeliverable Class Notices; and (e) the number of re-mailed Class Notices. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested, and immediately notify the Parties when it receives a request from an individual or any other entity regarding inclusion in the Class and/or Settlement.

35. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

36. Treatment of Individual Settlement Payments and Individual PAGA Payments. Each Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and eighty percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages will be reported on an IRS Form-1099 by the Settlement Administrator. The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes and withholdings). Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form-1099 (if applicable) by the Settlement Administrator.

37. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiffs, Settlement Class Members, PAGA Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement Administrator will also be responsible for forwarding all payroll taxes, contributions, and withholdings to the appropriate government authorities. The Settlement Administrator will also provide a final accounting of all payments, payroll taxes, contributions, and withholdings to Defendant upon request.

38. Tax Liability. Plaintiffs, Class Counsel, Defendant, and Defendant's Counsel do not

intend anything contained in this Settlement Agreement, the Class Notice, or any other communications to Class Members or PAGA Members regarding the Settlement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement Agreement, the Class Notice, or any other communication regarding the Settlement be relied on as such. Plaintiffs, Settlement Class Members, and PAGA Members understand and agree that they will be solely responsible for correctly characterizing any compensation received by them under the Settlement on their personal income tax returns and paying any and all taxes due for any and all amounts paid to them under the Settlement.

39. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B) HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX

STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

40. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

41. Releases of Claims.

a. Class Settlement Release. Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiffs and all Class Members who do not submit a timely and valid Request for Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of and from all Released Class Claims.

42. PAGA Settlement Release. Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiffs, the State of California with respect to PAGA Members, and PAGA Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of and from all Released PAGA Claims pertaining to Plaintiffs and the PAGA Members.

43. General Release of Claims by Plaintiffs. In addition to the above releases of claims, upon the Effective Date and full funding of the Total Settlement Amount, Plaintiffs Griselda Jauregui and Raymond Rodriguez will be deemed to have fully released and discharged the Released Parties of and from all claims arising from their employment with Defendant, separation of employment from Defendant, and any acts that have or could have been asserted in any legal action or proceeding against Defendant, whether known or unknown, arising under any federal, state, or local law, or statute, including, *inter alia*, those arising under the California Labor Code, Fair Labor Standards Act, Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, Employee Retirement Income Security Act, National Labor Relations Act, California Corporations Code, California Business and Professions Code, California Fair Employment and Housing Act, California Constitution (all as amended), and law of contract and tort, as well as all claims for discrimination, harassment, wrongful termination, lost wages, benefits, other

employment compensation, emotional distress, retaliation, punitive damages, medical expenses, other economic and non-economic damages, and attorneys' fees and costs, . This release excludes the release of claims not permitted by law. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them. For purposes of Plaintiffs' Release, Plaintiffs Jauregui and Rodriguez expressly waive and relinquish the provisions, rights, and benefits, if any, of California Civil Code Section 1542, which provides:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiffs understand and agree that claims or facts in addition to or different from those which are now known or believed by Plaintiffs to exist may hereafter be discovered. It is Plaintiffs' intention to settle fully and release all claims Plaintiffs now have against the Released Parties, whether known or unknown, suspected or unsuspected, upon the Effective Date and full funding of the Total Settlement Amount. The Enhancement Payment shall be paid to Plaintiffs specifically in exchange for the general release of the Released Parties from all claims, including those specified in this paragraph and a covenant not to sue the Released Parties. Notwithstanding the above, this general release by Plaintiffs shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

44. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.

Upon execution of this Settlement Agreement, Plaintiffs shall promptly obtain a hearing date for Plaintiffs' motion for preliminary approval of the Settlement, and submit this Settlement Agreement to the Court in support of said motion. Defendant agrees not to oppose the motion for preliminary approval of the Settlement consistent with this Settlement Agreement. Said motion shall apply to the Court for the entry of an order ("Preliminary Approval Order"), which shall be mutually agreed upon by the Parties, seeking the following:

a. Conditionally certifying the Class for settlement purposes only;

b. Granting Preliminary Approval of the Settlement;

c. Preliminarily appointing Plaintiffs as representatives of the Class;

d. Preliminarily appointing Class Counsel as counsel for the Class;

e. Approving, as to form and content, the mutually-agreed upon and proposed Class Notice and directing its mailing to the Class by U.S. Mail;

f. Approving the manner and method for Class Members to request exclusion from or object to the Class Settlement as contained herein and within the Class Notice; and

g. Scheduling a Final Approval Hearing at which the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate.

45. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After the Response Deadline, and with the Court's permission, a hearing will be conducted on Plaintiffs' motion for final approval of the Settlement (i.e., the Final Approval Hearing), to determine whether Final Approval of the Settlement should be granted, along with the amounts properly payable for Individual Settlement Payments, Individual PAGA Payments, LWDA Payment, Attorneys' Fees and Costs, Enhancement Award, and Settlement Administration Costs. By way of said motion, Plaintiffs will apply for the entry of the mutually-agreed-upon proposed order and judgment ("Final Approval Order and Judgment"), which will provide for, in substantial part, the following:

a. Approval of the Settlement as fair, reasonable, and adequate, and directing consummation of its terms and provisions;

b. Certification of the Settlement Class;

c. Appointment of Plaintiffs as representatives of the Settlement Class;

d. Appointment of Class Counsel as counsel for the Settlement Class;

e. Approval of the application for Attorneys' Fees and Costs to Class Counsel;

f. Approval of the application for Enhancement Award to Plaintiffs;

g. Directing Defendant to fund all amounts due under the Settlement Agreement and ordered by the Court; and

h. Entering judgment in this Action, while maintaining continuing jurisdiction to implement the Settlement, in conformity with California Rules of Court 3.769 and the Settlement

Agreement.

46. Termination or Revocation of Settlement. If five percent (5%) or more of the Class Members submit timely and valid Requests for Exclusion, Defendant may, but is not obligated to, elect to rescind the Settlement Agreement by way of writing that is provided to Class Counsel within fourteen (14) calendar days after the Settlement Administrator notifies the Parties of the total number of timely and valid Requests for Exclusion received by the Response Deadline. If Defendant exercises this option, Defendant shall pay any costs of settlement administration incurred by the Settlement Administrator up until the date that Defendant gives notice to the Settlement Administrator that it is exercising its right to rescind the Settlement pursuant to this Paragraph. The Parties agree that, if Defendant rescinds the Settlement, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement.

47. Effects of Termination of the Settlement. Termination of the Settlement Agreement shall have the following effects:

a. The Settlement Agreement shall be void and shall have no force or effect, and no Party shall be bound by any of its terms;

b. In the event the Settlement Agreement is terminated, Defendant shall have no obligation to make any payments to any Party, Class Member, PAGA Member, the LWDA, or attorney, except that the terminating Party shall pay the Settlement Administrator for services rendered up to the date the Settlement Administrator is notified that the Settlement has been terminated;

c. The Preliminary Approval Order, Final Approval Order and Judgment, including any order certifying the Class, shall be vacated;

d. The Settlement Agreement and all negotiations, statements, and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions in the Action prior to the execution of the Settlement Agreement;

e. The Parties agree that they will return the case to federal court by stipulation for further litigation.

f. Neither this Settlement Agreement, nor any ancillary documents, actions, statements, or filings in furtherance of the Settlement (including all matters associated with the mediation) shall be offered into evidence in the Action or any other action for any purpose whatsoever; and

g. Any documents generated to bring the Settlement into effect, will be null and void, and any order entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning.

48. Escalator Clause. Defendant represents that, during the period from April 2, 2017 through July 3, 2024, the Class Members worked collectively, approximately 75,036 Workweeks. If it is determined that the actual number of Workweeks exceed 75,036 by more than ten percent (10%) (i.e. exceeds 82,540) during the Class Period, then Defendant has the option to either: (a) increase the Total Settlement Amount on a *pro rata* basis equal to the percentage increase in the number of Workweeks above 82,540 Workweeks (e.g., if the threshold of 82,540 Workweeks is exceeded by 1%, the Total Settlement Amount will increase by 1%), or, (b) elect to end the Class Period and PAGA Period on the last day on which the workweeks reached 82,540 workweeks ("Alternate End Date")."

49. Continuing Jurisdiction. After entry of judgment pursuant to the Settlement, the Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters, and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

50. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the terms set forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Settlement Agreement are an integral part of the Settlement.

51. Limitation on Publicity. Plaintiffs and Class Counsel agree not to issue press releases, communicate with, or respond to any media or publication entities, publish information in any manner or form, whether printed or electronic, on any medium or otherwise communicate, whether by print, video, recording or any other medium, with any person or entity concerning the Settlement, including the fact of the Settlement, its terms or contents and the negotiations underlying the Settlement, except as shall be contractually required to effectuate the terms of the Settlement and respond to inquiries received from Class Members and PAGA Members. However, for the limited purpose of allowing Class Counsel to prove their experience and adequacy as class counsel in other actions, Class Counsel may

reference the Settlement in the Action for such purposes. Furthermore, Plaintiffs and Class Counsel will undertake any and all disclosures and submissions required to be made to the LWDA in conformity with PAGA.

52. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties expressly recognize California Civil Code section 1625 and California Code of Civil Procedure section 1856(a), and any other provisions of state or federal law, which provide that a written agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written representations or terms will modify, vary, or contradict the terms of this Settlement Agreement. This Settlement Agreement contains the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein.

53. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in the Action (including, and not limited to, the deadline to bring the Action to trial under California Code of Civil Procedure section 583.310), except such proceedings necessary to implement and complete the Settlement Agreement, pending the Final Approval Hearing to be conducted by the Court.

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

55. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement

will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under state or federal law.

56. Signatories. It is agreed that because the members of the Class are so numerous, it is impossible or impractical to have each Class Member execute this Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the Class Settlement as to the Settlement Class Members, and the release shall have the same force and effect as if this Settlement Agreement were executed by each Settlement Class Member.

57. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

58. California Law Governs. All terms of this Settlement Agreement and attached exhibits hereto will be governed by and interpreted according to the laws of the State of California.

59. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned copies of the signature page, will be deemed to be one and the same instrument.

60. Acknowledgment that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action, Released Class Claims, and Released PAGA Claims, and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement Agreement. In addition, if necessary to obtain Court approval of the Settlement, the Mediator may execute a declaration supporting the Settlement and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

61. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent

possible consistent with applicable precedents so as to find all provisions of this Settlement Agreement valid and enforceable.

62. Plaintiffs' Waiver of Right to Be Excluded. Plaintiffs agree to sign this Settlement Agreement and, by signing this Settlement Agreement, are hereby bound by the terms herein.

63. Cooperation. By signing this Settlement Agreement, the Parties are hereby bound by the terms herein and agree to fully cooperate to implement the Settlement.

64. Non-Admission of Liability. The Parties enter into this Settlement Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and specifically denies, that it has violated any state, federal, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement Agreement, this Settlement Agreement and its terms and provisions shall not be offered as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with state, federal, local, or other applicable law.

65. Captions. The captions and paragraph numbers in this Settlement Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Settlement Agreement.

66. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one Party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed equally to the preparation of this Settlement Agreement.

67. Representation by Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full by the Parties with the assistance of their respective counsel.

68. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

69. Notices. All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by overnight mail at the addresses set for below, or such other addresses as either Party may designate in writing from time to time:

To Plaintiffs and Class Counsel:	To Defendant:
Arby Aiwazian, Esq. Joanna Ghosh, Esq. Tara Zabehi, Esq. **LAWYERS *for* JUSTICE, PC** 450 North Brand Blvd., Suite 900 Glendale, California 91203	Kathy M. Huynh **HUSCH BLACKWELL LLP** 1999 Harrison Street, Suite 1300 Oakland, CA 94612

70. Final Approval Order and Judgment. The Parties shall provide the Settlement Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court, and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for sixty (60) calendar days, and this shall satisfy California Rules of Court 3.771(b). No individualized notice of the Final Approval Order and Judgment to the Class will be required.

71. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class and PAGA Settlement and Release between Plaintiffs and Defendant:

IT IS SO AGREED.

PLAINTIFF

Electronically Signed 2025-08-26 23:00:31 UTC - 64.183.60.82

Nintex AssureSign® 898bd9fa-8bfc-4c79-9fc5-b34501764bb0

Dated: August 26, 2025 ________________________

Griselda Jauregui, Plaintiff

PLAINTIFF

Dated: ____________________, 2025 ________________________

Raymond Rodriguez, Plaintiff

DEFENDANT

Dated: ____________________, 2025 ________________________

Full Name:
Title:
On behalf of Roadrunner Transportation Services, Inc.

APPROVED AS TO FORM:

LAWYERS *for* JUSTICE, PC

Dated: ____________________, 2025 ________________________

Arby Aiwazian
Joanna Ghosh
Tara Zabehi
Attorneys for Plaintiffs and Proposed Class Counsel

HUSCH BLACKWELL LLP

Dated: ____________________, 2025 ________________________

Kathy M. Huynh
Attorneys for Defendant

IT IS SO AGREED.

PLAINTIFF

Dated: ______________________, 2025

____

Griselda Jauregui, Plaintiff

PLAINTIFF

Electronically Signed 2025-08-26 23:21:02 UTC - 172.226.36.83

Nintex AssureSign® 700b8711-25fd-4ca4-a8d1-b3450176af42

Dated: 8-26-2025, 2025

____

Raymond Rodriguez, Plaintiff

DEFENDANT

Dated: ______________________, 2025

____

Full Name:
Title:
On behalf of Roadrunner Transportation Services, Inc.

APPROVED AS TO FORM:

LAWYERS *for* JUSTICE, PC

Dated: August 26, 2025

____

Arby Aiwazian
Joanna Ghosh
Tara Zabehi
Attorneys for Plaintiffs and Proposed Class Counsel

HUSCH BLACKWELL LLP

Dated: ______________________, 2025

____

Kathy M. Huynh
Attorneys for Defendant

IT IS SO AGREED.

PLAINTIFF

Dated: ____________________, 2025

____
Griselda Jauregui, Plaintiff

PLAINTIFF

Dated: ____________________, 2025

____
Raymond Rodriguez, Plaintiff

DEFENDANT

Dated: September 30, 2025

____
Full Name: Kevin Westberg
Title: CFO
On behalf of Roadrunner Transportation Services, Inc.

APPROVED AS TO FORM:

LAWYERS *for* JUSTICE, PC

Dated: ____________________, 2025

____
Arby Aiwazian
Joanna Ghosh
Tara Zabehi
Attorneys for Plaintiffs and Proposed Class Counsel

HUSCH BLACKWELL LLP

Dated: October 1, 2025

Kate Juvinall

____
Kate Juvinall
Attorneys for Defendant

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Griselda Jauregui, et al. v. Roadrunner Transportation Services, Inc.

Superior Court of California for the County of Los Angeles, Case No. 21STCV12728

PLEASE READ THIS CLASS NOTICE CAREFULLY.
You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.
You do not need to take any action to receive a settlement payment.
This Class Notice is designed to advise you of your rights and options, and how you can request to be excluded from the class action settlement, object to the class action settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Griselda Jauregui ("Plaintiff Jauregui"), Plaintiff Raymond Rodriguez ("Plaintiff Rodriguez") (collectively "Plaintiffs") and Defendant Roadrunner Transportation Services, Inc. ("Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties") in the case entitled *Griselda Jauregui, et al. v. Roadrunner Transportation Services, Inc.*, Los Angeles County Superior Court, Case No. 21STCV12728 (the "Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"**Class**" means all current and former hourly-paid or nonexempt employees who were employed by Defendant in California at any time during the Class Period.

"**Class Member**" means a member of the Class.

"**Class Period**" means the period from April 2, 2017 through [end date].

"**Class Settlement**" means the settlement and release of Released Class Claims (described in Section III.D below).

"**PAGA Members**" means all current and former hourly-paid or non-exempt employees who were employed by Defendant in California at any time during the PAGA Period.

"**PAGA Settlement**" means the settlement and release of Released PAGA Claims (described in Section III.D below).

"**PAGA Period**" means the time period from March 23, 2020 through [end date].

II. BACKGROUND OF THE ACTION

On March 23, 2021, Plaintiff Jauregui provided written notice to the Labor and Workforce Development Agency ("LWDA") and Defendant of her intent to pursue civil penalties for alleged violations of the California Labor Code ("Jauregui LWDA Letter"). On April 2, 2021, Plaintiff Jauregui filed a Class Action Complaint for Damages in the Los Angeles County Superior Court, Case No. 21STCV12728. On May 27, 2021, Plaintiff Jauregui filed a Complaint for Enforcement Under the Private Attorneys General Act in the Los Angeles County Superior Court, Case No. 21STCV19986. On April 17, 2024, Plaintiff Rodriguez provided written notice to the Labor and Workforce Development Agency ("LWDA") and Defendant of his intent to pursue civil penalties for alleged violations of the California Labor Code ("Rodriguez LWDA Letter"). On July 12, 2024, Plaintiff Rodriguez filed a Complaint for Enforcement Under the Private Attorneys General Act in the San Joaquin County Superior Court, Case No. STK-CV-UOE-2024-0008228. On May 21, 2025, Plaintiffs filed a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("First Amended Complaint" or "Operative Complaint").

Plaintiffs allege that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide compliant wage statements, keep requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq*., and conduct that gives rise to penalties under California Labor Code section 2698, *et seq*. ("PAGA"). Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law.

The parties participated in two mediation sessions with a respected class action mediator, and engaged in good faith, arms-length negotiations, and as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement and Release ("Agreement," "Settlement," or "Settlement Agreement").

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Phoenix Settlement Administrators ("Phoenix") as the administrator of the Settlement ("Settlement Administrator"), Plaintiff Griselda Jauregui and Plaintiff Raymond Rodriguez as representatives of the Class ("Class Representatives"), and the following counsel as counsel for the Class ("Class Counsel"):

Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
Tara Zabehi, Esq.
Lawyers *for* Justice, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Sections III and V below. If you are a PAGA Member, you do not need to take any action to receive an Individual PAGA Payment and you may not request exclusion with respect to the PAGA aspects of the Settlement. Even if you request exclusion from the Class Settlement, you will still receive an Individual PAGA Payment if you are a PAGA Member and will still be bound to the PAGA Settlement and Judgment with respect to the PAGA Released Claims.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiffs, Class Members, or PAGA Members. Plaintiffs and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members and PAGA Members. The Court has made no ruling on the merits of the claims asserted in the Action and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total settlement amount to be paid by Defendant is $1,850,000.00 (the "Total Settlement Amount"). The portion of the Total Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Total Settlement Amount, less the following payments which are subject to approval by the Court: (1) attorneys' fees in an amount up to 35% of the Total Settlement Amount (i.e., $647,500.00 if the Total Settlement Amount remains $1,850,000.00) ("Attorneys' Fees") and reimbursement of litigation costs and expenses in an amount not to exceed $45,000.00 ("Litigation Costs") to Class Counsel; (2) Enhancement Award in an amount not to exceed $10,000.00 each to Plaintiffs for their services in the Action; (3) Settlement Administration Costs in an amount up to $19,000.00 to the Settlement Administrator; and (4) the amount of $330,000.00 allocated toward civil penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* ("PAGA Penalty"). The PAGA Penalty will be distributed 75% ($247,500.00) to the LWDA ("LWDA Payment") and the remaining 25% (i.e., $82,500.00) will be distributed to PAGA Members ("PAGA Settlement Fund").

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount ("Individual Settlement Share") based on the number of weeks each Class Member worked for Defendant as a non-exempt, hourly paid employee at a location in California during the Class Period ("Workweeks"). The Settlement Administrator has divided the estimated Net Settlement Amount by the Workweeks of all Class Members during the Class Period to yield the "Estimated Workweek Value," and multiplied each Class Member's individual Workweeks during the Class Period by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion ("Settlement Class Members") will be issued payment of their final Individual Settlement Share, net of applicable taxes. PAGA Members shall be issued payment of their Individual PAGA Payments regardless of whether they request exclusion from (opt out of) the Class Settlement.

Each Individual Settlement Share will be allocated as 20% wages, which will be reported on an IRS Form W-2, and 80% penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099. Each Individual Settlement Share shall be subject to reduction for the employee's share of payroll taxes and withholdings due on the wages portion of Individual Settlement Share. The employer's share of payroll taxes and contributions in connection with the wages portion of the Individual Settlement Shares ("Employer Taxes") will be paid by Defendant separately and in addition to the Total

Settlement Amount.

PAGA Members are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Settlement Fund ("Individual PAGA Payment"), based on the number of weeks each PAGA Member worked for Defendant as a non-exempt, hourly paid employee at a location in California during the PAGA Period ("PAGA Workweeks"). The Settlement Administrator has divided the PAGA Settlement Fund, i.e., 25% of the PAGA Penalty, by the total number of PAGA Workweeks of all PAGA Members during the PAGA Period to yield the "PAGA Workweek Value," and multiplied each PAGA Member's individual PAGA Workweeks during the PAGA Period by the PAGA Workweek Value to yield his or her Individual PAGA Payment (which is listed in Section III.C below).

Each Individual PAGA Payment will be allocated as 100% penalties, which will be reported on an IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Members at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must contact the Settlement Administrator as soon as possible and provide your corrected and/or updated mailing address to the Settlement Administrator; this will make it more likely that you will receive any payments or other notices that may be issued to you.**

B. Your Workweeks and/or PAGA Workweeks Based on Defendant's Records

According to Defendant's records:

> **From April 2, 2017 through [end date] (i.e., Class Period), you are credited with <<_____>> Workweeks.**
>
> **From March 23, 2020 through [end date] (i.e., PAGA Period), you are credited with <<_____>> PAGA Workweeks.**

If you wish to dispute the Workweeks credited to you, you must submit a written dispute ("Workweeks Dispute") that: (1) contains the case name and number of the Action (*Griselda Jauregui, et al. v. Roadrunner Transportation Services, Inc.*, Los Angeles County Superior Court, Case No. 21STCV12728); (2) contains your full name, signature, address, telephone number, and last four digits of your Social Security number; (3) clearly state that you dispute the number of Workweeks during the Class Period and/or PAGA Period to be credited to you and what you contend is correct and attach any relevant documentation demonstrating that the number of Workweeks that you contend should be credited to you is correct; and (d) is submitted to the Settlement Administrator by mail at the specified address listed in Section V.B below, postmarked **no later than** [**Response Deadline**].

C. Your Estimated Individual Settlement Share and Individual PAGA Payment

As explained above, your estimated Individual Settlement Share and/or Individual PAGA Payment is based on the number of Workweeks credited to you. Under the terms of the Settlement:

> **Your Individual Settlement Share is estimated to be $<<___________>>. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share.**
>
> **Your Individual PAGA Payment is estimated to be $<<___________>>.**

Payments under the Settlement will only be distributed if the Court approves the Settlement and after the Settlement goes into effect. The settlement approval process may take multiple months. Your Individual Settlement Share and/or Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Share and/or Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon the Effective Date, Plaintiffs and all Settlement Class Members waive, release, and discharge Released Parties of any and all Released Class Claims for the Class Period.

Upon the Effective Date, Plaintiffs, the State of California with respect to PAGA Members, and all PAGA Members, waive, release and discharge Released Parties of any and all Released PAGA Claims for the PAGA Period.

"Released Class Claims" means all claims under state, federal, or local law, arising out of or related to the claims expressly pleaded in the Action or PAGA notice to the LWDA and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, or that could have been asserted based on the facts pleaded in the Action for: (1) failure to pay overtime wages under Labor Code Sec. 510, 1198; (2) failure to provide meal periods and/or pay meal period premiums under Labor Code Sec. 226.7, 512; (3) failure to provide rest periods and/or pay rest period premiums under Labor Code Sec. 226.7; (4) failure to pay minimum wages under Labor Code Sec. 1194, et seq.; (5) failure to timely pay wages upon termination under Labor Code Sec. 203; (6) failure to timely pay wages during employment under Labor Code Sec. 204, 210; (7) failure to provide accurate, itemized wage statements under Labor Code Sec. 226; (8) failure to keep requisite payroll records under Labor Code Sec. 1174(d); (9) failure to reimburse business expenses under Labor Code Sec. 2800, 2802; and (10) violation of California's unfair competition law under Business and Professions Code Sec. 17200.

"Released PAGA Claims" means all claims for civil penalties under the Private Attorneys General Act, California Labor Code section 2698, et seq. that were alleged in the PAGA Notices and Operative Complaint or that reasonably could have been alleged based on the factual allegations in the PAGA Notice and Operative Complaint, arising during the PAGA Period, for failure to pay overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to pay minimum wages, failure to timely pay wages upon termination, failure to timely pay wages during employment, failure to provide accurate, itemized wage statements, failure to keep requisite payroll records, and failure to reimburse business expenses.

"Released Parties" means Defendant Roadrunner Transportation Services, Inc. and any of its former and/or current parents, subsidiaries, affiliates, and any other entities that could be considered to have jointly employed the Class Members or PAGA Members as well as each of their officers, directors, members, managers, owners, executives, partners, executive-level employees, investors, shareholders, administrators, agents, attorneys, insurers, reinsurers, and any other predecessors, successors, assigns or legal representatives.

E. Attorneys' Fees and Litigation Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount of up to thirty five percent (35%) of the Total Settlement Amount (i.e., an amount of up to $647,500.00 if the Total Settlement Amount is $1,850,000.00) ("Attorneys' Fees") and reimbursement of litigation costs and expenses in an amount not to exceed Forty-Five Thousand Dollars ($45,000.00) ("Litigation Costs"), subject to approval by the Court. The Attorneys' Fees and Litigation Costs granted by the Court will be paid from the Total Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiffs, Class Members, and the State of California on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Award to Plaintiffs

Plaintiffs will seek the amount of Ten Thousand Dollars ($10,000.00) each, in recognition of their services in connection with the Action and their broader individual release and waiver of claims ("Enhancement Award"). The Enhancement Award will be paid from the Total Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiffs in addition to any Individual Settlement Payment and/or Individual PAGA Payment that Plaintiffs may be entitled to under the Settlement.

G. Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Nineteen Thousand Dollars ($19,000.00) ("Administration Costs") for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, written objections to the Class Settlement, and Workweeks Disputes, calculating and distributing payments, and preparing and issuing tax forms, and shall be paid from the Total Settlement Amount, subject to approval by the Court.

IV. WHEN WILL SETTLEMENT PAYMENT BE DISTRIBUTED?

Barring unforeseen circumstances, if the Court grants final approval of the Settlement, Defendant is expected to fund the Total Settlement Amount and fund the amounts necessary to fully pay their Employer Taxes within ninety (90) calendar days of the Effective Date, and distributions of Individual Settlement Payments to Participating Class Members and Individual PAGA Payments to PAGA Members are expected to occur within seven (7) calendar days after the full funding of the Total Settlement Amount.

Defendant will fund the Total Settlement Amount by way of two (2) installment payments. Within ninety (90) calendar days of the date on which the Final Approval Order and Judgment is entered, Defendant shall provide the Settlement Administrator with the first installment payment of one-half (1/2) of the Total Settlement Amount (i.e., $925,000.00 if the Total Settlement Amount remains $1,850,000.00) and the amount necessary to pay Employer Taxes ("First Installment"). Within one (1) year after the First Installment is due, Defendant shall provide the Settlement Administrator with the second installment payment of the remaining one-half (1/2) of the Total Settlement Amount (i.e., $925,000) ("Second Installment").

V. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims described in Section III.D above.

If you are a PAGA Member, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims described in Section III.D above.

Class Members and PAGA Members will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless they retain their own counsel, in which event they will be responsible for their own attorney's fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by submitting a written request ("Request for Exclusion"), which must: (1) contain the case name and number of the Action (*Griselda Jauregui, et al. v. Roadrunner Transportation Services, Inc.*, Los Angeles County Superior Court, Case No. 21STCV12728) ; (2) contain your full name, address, telephone number, last four digits of your Social Security number, and signature (or signature of your authorized representative); (3) contain a clear statement that you request to be excluded from the Class Settlement; and (4) be sent to the Settlement Administrator, postmarked by **no later than** [**Response Deadline**] at the following address:

[Settlement Administrator]
[Address]

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be entitled to receive an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of Released Class Claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. All PAGA Members will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will be issued an Individual PAGA Payment, regardless of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection to the Settlement Administrator. Alternatively, or in addition, you can present your objection orally at the Final Approval Hearing.

An objection must: (1) contain the case name and number of the Action (*Griselda Jauregui, et al. v. Roadrunner Transportation Services, Inc*., Los Angeles County Superior Court, Case No. 21STCV12728); (2) contain your full name, address, telephone number, last four digits of your Social Security number, and signature (or signature of your authorized representative); (3) state the grounds for your objection accompanied by any legal and factual support for such objection; (4) attach any supporting materials that you wish to rely upon for your objection; and (5) be mailed to the Settlement Administrator at the address listed in Section V.B above, postmarked **no later than** [**Response Deadline**].

VI. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 10 of the Los Angeles Superior Court, located at the Spring

Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, on <<**date**>>, at <<**time**>>, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys' Fees and Litigation Costs to Class Counsel, Enhancement Payment to Plaintiffs, and Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

You may appear for the Final Approval Hearing in person or you may appear remotely. Please visit the Court's website for the most-up to-date information regarding how to appear remotely: [Insert appropriate URL].

Please visit the Court's website for the most up-to-date information regarding the operations of the Court and any requirements that may apply for accessing Court facilities: https://www.lacourt.org/.

VII. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and other imaged documents filed in the Action for a fee by visiting the Office of the Clerk of the Court, located at 312 North Spring Street, Los Angeles, California 90012, during business hours, or online by visiting the following website: https://www.lacourt.ca.gov/home, clicking "Access a Case", clicking "Access Court Documents," scrolling to the bottom and clicking "Continue," and typing in the case number "21STCV12728."

If the Court grants final approval of the Settlement, the Settlement Administrator will post the Court's order granting final approval of the settlement and judgment on its website: [Settlement Administrator Website].

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.