

Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Daniel Bass (SBN 287466)
LAWYERS for JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiffs

**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

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Date: September 21, 2026
Time: 11:00 a.m.
Department: 10

Complaint Filed: April 2, 2021
FAC Filed: May 21, 2025
Trial Date: None Set

1 This matter has come before the Honorable William F. Highberger in Depart-
2 ment 10 of the Superior Court of the State of California, for the County of Los Ange-
3 les, on September 21, 2026, at 11:00 a.m. for Plaintiffs' Motion for Preliminary Ap-
4 proval of Class Action and PAGA Settlement. Lawyers for Justice, PC appears as
5 counsel for Plaintiff Griselda Jauregui and Plaintiff Raymond Rodriguez (together,
6 "Plaintiffs"), individually and on behalf of all others similarly situated and ag-
7 grieved employees, and Husch Blackwell LLP appears as counsel for Defendant
8 Roadrunner Transportation Services, Inc. ("Defendant").

9 The Court, having carefully considered the papers, argument of counsel,
10 and all matters presented to the Court, and good cause appearing, hereby GRANTS
11 Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement.

12 IT IS HEREBY ORDERED THAT:

13 1. The Court preliminarily approves the Joint Stipulation of Class Action and
14 PAGA
15 Settlement and Release ("Settlement," "Agreement," or "Settlement Agreement"),
16 attached as "EXHIBIT 1" to the Declaration of Daniel Bass in Support of Plaintiffs'
17 Motion for Preliminary Approval of Class Action and PAGA Settlement. This is
18 based on the Court's determination that the Settlement falls within the range of
19 possible approval as fair, adequate, and reasonable.

20 2. This Order incorporates by reference the definitions in the Settlement
21 Agreement, and all capitalized terms defined therein shall have the same meaning
22 in this Order as set forth in the Settlement Agreement.

23 3. It appears to the Court on a preliminary basis that the Settlement is fair, ad-
24 equate and reasonable. It appears to the Court that extensive investigation and re-
25 search have been conducted such that counsel for the parties at this time are able
26 to reasonably evaluate their and each other's respective positions. It further ap-
27 pears to the Court that the Settlement, at this time, will avoid substantial additional
28 costs by all parties, as well as avoid the delay and risks that would be presented by
29 the further prosecution of the case. It further appears that the Settlement has been
30 reached as the result of intensive, serious and non-collusive, arms-length negotia-
31 tions, and was entered into in good faith.

III

1 4. The Court preliminarily finds that the Settlement, including the allocations for the
2 Attorneys' Fees and Costs, Enhancement Award, PAGA Penalty, Settlement Administration Costs,
3 and payments to the Settlement Class Members and PAGA Members provided thereby, appear to
4 be within the range of reasonableness of a settlement that could ultimately be given final approval
5 by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted as part
6 of the Settlement and preliminarily finds that the monetary settlement awards made available to the
7 Settlement Class Members and PAGA Members are fair, adequate, and reasonable when balanced
8 against the probable outcome of further litigation relating to certification, liability, and damages
9 issues.

10 5. The Court concludes that, for settlement purposes only, the proposed Class meets
11 the requirements for certification under section 382 of the California Code of Civil Procedure in
12 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
13 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
14 community of interest amongst the members of the Class with respect to the subject matter of the
15 litigation; (c) Plaintiffs' claims are typical of the claims of the members of the Class; (d) Plaintiffs
16 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
17 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
18 Counsel is qualified to act as counsel for Plaintiffs individually and as the Class Representatives.

19 6. The Court conditionally certifies, for settlement purposes only, the Class, defined
20 as follows:

21 All current and former hourly-paid or nonexempt employees who were employed
22 by Defendant in California at any time during the Class Period, which is defined as
23 the time period from April 2, 2017 through either March 16, 2025 or, if applicable,
 as otherwise terminated pursuant to the Alternate End Date.

24 7. The Court provisionally appoints Arby Aiwazian, Joanna Ghosh, and Daniel Bass
25 of Lawyers *for* Justice, PC as Class Counsel.

26 8. The Court provisionally appoints Plaintiffs Griselda Jauregui and Raymond
27 Rodriguez as the Class Representatives.

28 9. The Court provisionally appoints Phoenix Settlement Administrators ("Phoenix")

1 to handle the administration of the Settlement (“Settlement Administrator”).

2 10. Within 30 calendar days after entry of this Preliminary Approval Order, Defendant
3 shall provide the Settlement Administrator with the following information about each Class
4 Member: last-known full name, mailing address, telephone number, Social Security Number, dates
5 employed as a non-exempt, hourly-paid employee of Defendant in California during the Class
6 Period and/or PAGA Period, and such other information as is necessary for the Settlement
7 Administrator to calculate Workweeks and/or PAGA Workweeks (collectively referred to as the
8 “Class List”) in conformity with the Settlement Agreement.

9 11. The Court approves, both as to form and content, the Notice of Class Action
10 Settlement (“Class Notice”) attached hereto as “**EXHIBIT A.**” The Class Notice shall be
11 provided to Class Members in the manner set forth in the Settlement. The Court finds that the
12 Class Notice appears to fully and accurately inform the Class Members of all material elements of
13 the Settlement, of Class Members’ right to be excluded from the Class Settlement by submitting a
14 Request for Exclusion, of Class Members’ and PAGA Members’ right to challenge the
15 Workweeks and/or the PAGA Workweeks credited to each of them, and of each Settlement Class
16 Member’s right and opportunity to object to the Class Settlement. The Court further finds that
17 distribution of the Class Notice substantially in the manner and form set forth in the Settlement
18 Agreement and this Order, and that all other dates set forth in the Settlement Agreement and this
19 Order, meet the requirements of due process and shall constitute due and sufficient notice to all
20 persons entitled thereto. The Court further orders the Settlement Administrator to mail the Class
21 Notice to all Class Members within 14 calendar days of receiving the Class List from Defendant,
22 pursuant to the terms set forth in the Settlement Agreement.

23 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
24 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
25 choose to be excluded from the Class Settlement by submitting a timely and valid written Request
26 for Exclusion, by mail, no later than 45 calendar days from the initial mailing of the Class Notice
27 (“Response Deadline”), or, in the case of a re-mailed Class Notice, the Response Deadline shall be
28 extended by 15 calendar days from the date of the Response Deadline. Any Class Member who

1 submits a Request for Exclusion from the Class Settlement will not be a Settlement Class Member
2 and will not have any right to object, appeal, or comment on the Class Settlement. Class Members
3 who submit a timely and valid Request for Exclusion by the Response Deadline will not be bound
4 by the terms of this Agreement, any Court order approving the terms of the Class Settlement, and
5 the Final Approval Order and Judgment entered thereon. PAGA Members will be bound by the
6 PAGA Settlement, irrespective of whether they exercise their option to opt out of the Class
7 Settlement.

8 13. A Final Approval Hearing shall be held before this Court on
9 _____ at _____ a.m./p.m. in
10 Department 10 of the Superior Court of California for the County of Los Angeles, located at 312
11 North Spring Street, Los Angeles, California 90012, to determine all necessary matters concerning
12 the Settlement, including: whether the proposed settlement of the action on the terms and
13 conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally
14 approved by the Court; whether a judgment, as provided in the Settlement, should be entered
15 herein; whether the plan of allocation contained in the Settlement should be approved as fair,
16 adequate, and reasonable to the Class Members and PAGA Members; and determine whether to
17 finally approve the requests for the Attorneys' Fees and Costs, Enhancement Award, and
18 Settlement Administration Costs.

19 14. Class Counsel shall file a Motion for Final Approval of the Settlement and for
20 Attorneys' Fees and Costs, Enhancement Award, PAGA Penalty, and Settlement Administration
21 Costs, along with the appropriate declarations and supporting evidence, including the Settlement
22 Administrator's declaration, by _____,
23 to be heard at the Final Approval Hearing.

24 15. Only Class Members who do not request exclusion from the Class Settlement may
25 object to the Class Settlement by submitting an Objection to the Settlement Administrator, by mail,
26 on or before the Response Deadline or by presenting their objection orally at the Final Approval
27 Hearing, regardless of whether they submitted a written Objection. The Objection must be signed
28 by the Settlement Class Member and contain all information required by Paragraph 15.v of this

1 Settlement Agreement. A Settlement Class Member who does not object prior to or at the Final
2 Approval Hearing will be deemed to have waived any objections and will be foreclosed from
3 making any objections (whether at the Final Approval Hearing, by appeal or otherwise) to the
4 Settlement.

5 16. The Settlement is not a concession or admission and shall not be used against
6 Defendant as an admission or indication with respect to any claim of any fault or omission by
7 Defendant. Nor shall it or this Order constitute any finding, decision, or determination of fault,
8 wrongdoing, or misconduct by Defendant. Whether or not the Settlement is finally approved,
9 neither the Settlement, nor any document, statement, proceeding or conduct related to the
10 Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or
11 admitted into evidence as, received as or deemed to be in evidence for any purpose adverse to the
12 Defendant, including, but not limited to, evidence of a presumption, concession, indication or
13 admission by Defendant of any liability, fault, wrongdoing, omission, concession, or damage, or to
14 establish the existence of any condition constituting a violation of, or a non-compliance with state,
15 federal, local or other applicable law, except for legal proceedings concerning the implementation,
16 interpretation, or enforcement of the Settlement.

17 17. In the event the Settlement does not become effective in accordance with the terms
18 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled
19 or fails to become effective for any reason, this Order shall be rendered null and void, shall be
20 vacated, and the Parties shall revert back to their respective positions as of before entering into the
21 Settlement Agreement.

22 ///

23
24
25
26
27
28 ///

1 18. The Court reserves the right to adjourn or continue the date of the Final Approval
2 Hearing and any dates provided for in the Settlement Agreement without further notice to the
3 Class Members, and retains jurisdiction to consider all further applications arising out of or
4 connected with the Settlement.

5 **IT IS SO ORDERED.**

6 Dated: _____

By:

The Honorable William F. Highberger
Judge of the Superior Court

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 Aiwarzian, 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.