

# Exhibit C

## CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Agreement”) is made by and between Plaintiff Santiago Lim (“Plaintiff”) and Defendants TForce Final Mile West, LLC and TForce Logistics, LLC (“Defendants”). This Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

### 1. DEFINITIONS.

- 1.1. “Action” means the lawsuit *Santiago Lim, v. TForce Logistics, LLC et al.*, Central District of California Case No. 19-cv-04390 JAK (AGRx), initiated on or about February 21, 2019 alleging violations of the California Labor Code, California Industrial Welfare Commission Wage Orders and California Business and Professions Code §§ 17200, *et seq.*
- 1.2. “Administrator” means Kroll Settlement Administration LLC, the neutral entity the Parties have agreed to request that the Court appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s estimate submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Class” means all persons who, according to Defendants’ business records or records provided to them by SCI, (i) prior to and including December 31, 2019, signed an Independent Contractor and/or Owner Operator Agreement (either in their individual capacity or as the owner of a business entity) with Dynamex Operations West, Inc., TForce Final Mile West, LLC, TForce Logistics West, LLC, BeavEx, Inc., JNJW Enterprises, Inc., Velocity Express Leasing, Inc., or Velocity Express, LLC, or, after December 31, 2019, signed an Owner Operator Agreement (either in their individual capacity or as the owner of a business entity) with Subcontracting Concepts CT, LLC (SCI), (ii) were based in California, (iii) personally performed at least one delivery in California through Dynamex Operations West, Inc., TForce Final Mile West, LLC, or TForce Logistics West, LLC, from February 15, 2015 through December 31, 2022, or Preliminary Approval, whichever is earlier, where the delivery was not performed on an indirect basis through the person’s engagement or association with a Delivery Service Professional (DSP), Master Contractor, Agent, Carrier, or other form of contractor, and (iv) did not have more than one indirect driver working or associated with them at the same or different times during the Class Period.
- 1.5. “Class Counsel” means Joshua Konecky, Nathan Piller, and Sarah McCracken of Schneider Wallace Cottrell Konecky LLP.
- 1.6. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action, subject to Court approval.

- 1.7. “Class Data” means the spreadsheet list of Class Members that Defendants will compile from readily accessible information in their possession that will include the Class Member’s name, last-known mailing address, last known telephone number(s), last known email address (if any), Social Security number, and either the number and dates of Class Period Workweeks or information sufficient from which to calculate Class Period Workweeks.
- 1.8. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member.
- 1.9. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using reasonably available sources, methods and means including, but not limited to, the National Change of Address database, and skip traces.
- 1.10. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English and Spanish in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.11. “Class Period” means the period from February 15, 2015, through December 31, 2022, or Preliminary Approval, whichever is earlier, subject to the Escalator Provision contained herein.
- 1.12. “Class Released Claims” is limited to any wage and hour claims, arising from the alleged misclassification of Class Members as independent contractors rather than employees, which were pled or that could have been pled based on the facts alleged in the Operative Complaint filed in this Action, and which accrued during the Class Period. This includes but is not necessarily limited to claims for (1) misclassifying Class members as independent contractors, (2) failure to pay overtime and/or double-time compensation; (3) failure to pay regular rates for all hours worked, (4) failure to reimburse business expenses; (5) unlawful deductions from wages; (6) failure to provide off-duty and compliant meal periods, or compensation in lieu thereof; (7) failure to provide paid, off-duty or compliant rest periods, and/or compensation in lieu thereof; (8) failure to provide accurate, itemized wage statements; (9) failure to keep accurate payroll records; (10) waiting time penalties; (11) maintaining unlawful non-compete clauses or contracts in restraint of trade; (12) violation of the Unfair Competition Law, Bus. & Prof. Code §§ 17200, et seq.; (13) alleged violations of California Labor Code sections 201-03, 204, 218, 218.6, 221-23, 226, 226.3, 226.7, 226.8, 400-10, 432.5, 510, 512, 515.5, 1174, 1174.5, 1194, 1197.1, 1198, 2800, 2801, 2802, 2804; IWC Wage Order No. 9 sections 3, 7, 8, 11, 12, Title 8 C.C.R. section 11090, section 7, 8, 11, 12, Civil Code section 3287, California Business and Professions Code sections 16600 et seq., and 17200 et seq. based on the foregoing alleged violations; and (14) all claims for interest, penalties, attorneys’ fees, costs and any other monetary relief based upon the claims described above and including, but not limited to, pursuant to Labor Code §§ 210, 218.5, 218.6, Code of Civil Procedure § 1021.5, and/or Civil Code §§ 3287(b) and 3289, and all costs, attorneys' fees, injunctive relief, declaratory relief, penalties, or accounting that are based on or related to the alleged

Labor Code, Wage Order, and Business & Professions Code violations, that accrue during the Class Period. For Participating Class Members who cash a settlement check for their Individual Class Member Payment after receiving the Class Notice, the Class Released Claims will also include claims under the Federal Labor Standards Act or other federal law or regulations.

- 1.13. "Class Representative" means Santiago Lim.
- 1.14. "Class Representative Service Payment" means the payment to the Class Representative for initiating the Action and providing services in support of the Action, and for his agreement to enter into a general release of all claims.
- 1.15. "Court" means the United States District Court for the Central District of California.
- 1.16. "Defendants" mean TForce Final Mile West, LLC and TForce Logistics, LLC.
- 1.17. "Defense Counsel" mean Paul J. Marron, Steven C. Rice and Paul B. Arenas of Marron Lawyers, APC, and Brian D. Berry and Sarah Zenewicz of Morgan, Lewis & Bockius LLP.
- 1.18. "Effective Date" means the date by which both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no timely appeal is filed, the day after the deadline for filing a notice of appeal from the Judgment; or (b) if a timely appeal from the Judgment is filed, the day after the appeal is dismissed or withdrawn, or the Judgment is affirmed.
- 1.19. "Final Approval" means the Court's Order Granting Final Approval of the Settlement.
- 1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.
- 1.21. "Gross Settlement Amount" means Fifteen Million Five Hundred Thousand Dollars (\$15,500,000.00), which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Member Payments, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payments, and the Administrator's Expenses. The Gross Settlement amount does not include the employer's portion of any payroll taxes on Individual Class Member Payments to Participating Class Members, which Defendants will pay separately in addition to the Gross Settlement Amount.
- 1.22. "Individual Class Member Payment" means the Participating Class Member's share of the Net Settlement Amount calculated according to the distribution formula provided in Paragraph 3.2.4 below.
- 1.23. "Judgment" means the judgment and any dismissal entered by the Court based upon the Final Approval and with continuing jurisdiction after judgment for purposes of addressing:

(1) the interpretation and enforcement of the terms of the settlement; (ii) settlement administration matters, and (iii) such post-judgment matters as may be appropriate under Court rules or as set forth in the Settlement Agreement.

- 1.24. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Administration Expenses Payment, and the Reserve Fund.
- 1.25. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion in accordance with the provisions of Paragraph 8.4 below and the Class Notice.
- 1.26. "Operative Complaint" shall mean the Class Action Complaint originally filed in the Los Angeles Superior Court on February 21, 2019.
- 1.27. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.28. "Plaintiff" means Santiago Lim, the Named Plaintiff in the Action.
- 1.29. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.
- 1.30. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval of the Settlement.
- 1.31. "Released Parties" means: TForce Final Mile, LLC, TForce Final Mile West, LLC, TForce Logistics, LLC, TForce Logistics West, LLC, Dynamex, Inc., Dynamex Operations West, Inc., BeavEx, Inc., JNJW Enterprises, Inc., Subcontracting Concepts CT, LLC, Subcontracting Concepts, LLC, Drive Force West, LLC, and, for each of those entities, their respective parents, subsidiaries, affiliates, former and present directors, officers, shareholders, owners, employees, lawyers, insurers, predecessors, successors, and assigns.
- 1.32. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement in accordance with the provisions of Paragraph 8.4 below and the Class Notice.
- 1.33. "Reserve Fund" means the sum of One Hundred Fifty Thousand Dollars (\$150,000.00), which shall be allocated from the Gross Settlement Amount and set aside during the 180-day cash checking period to make Individual Class Member Payments to Class Members, if any, who were not identified in the Class Data before the Effective Date.
- 1.34. "Residue" refers to the unclaimed funds in the Reserve Fund plus the total aggregate amount of unclaimed checks.

- 1.35. “Response Deadline” means sixty (60) days after the Administrator mails Notice to Class Members. It shall be the last date on which Class Members may: (a) postmark any Request for Exclusion from the Settlement for the Request to be timely and valid, (b) postmark any written objection to the Settlement for such objection to be timely and valid, and (c) postmark any dispute as to the Class Data pertaining to the Workweeks for that Class Member for the dispute to be timely and valid. The Response Deadline for Class Members to whom the Class Notice is remailed after having been returned as undeliverable to the Administrator shall be seventy (70) calendar days after the Administrator’s initial mailing of the Notice to Class Members, or fourteen (14) days after the re-mailing, whichever is later.
- 1.36. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.37. “Workweek” means any week during which, according to Defendants’ business records or records provided to them by SCI, a Class Member based in California: (i) personally performed at least one delivery in California through Dynamex Operations West, Inc., TForce Final Mile West, LLC, TForce Logistics, LLC, or TForce Logistics West, LLC, from February 15, 2015 through December 31, 2022, or Preliminary Approval, whichever is earlier, and (ii) the delivery was not performed on an indirect basis through the person’s engagement or association with a Delivery Service Professional (DSP), Master Contractor, Agent, Carrier, or other form of contractor. Deliveries performed prior to April 17, 2019 under contracts with BeavEx, Inc. or JNJW Enterprises are excluded for purposes of computing Workweeks. Deliveries that were subject to the settlement and release in *Flores, et al. v. TFI International, Inc. et al., FLD*. Cal. Case No. 3:12-cv-5790-JST are excluded for purposes of computing Workweeks.

## 2. RECITALS.

- 2.1. On February 21, 2019, Plaintiff commenced this Action by filing a complaint in the Superior Court for the State of California, County of Los Angeles, which Defendant removed to the District Court for the Central District of California.
- 2.2. The parties engaged in significant discovery to address the claims and defenses in the case, and the suitability for the case to proceed as a class action. The parties produced tens of thousands of documents, responded to written discovery, and took numerous depositions.
- 2.3. On February 25, 2022, Defendants filed a motion to deny class certification. Plaintiff opposed the motion and Defendants filed a Reply.
- 2.4. On April 9, 2022, Plaintiff filed a motion for class certification. Defendants opposed the motion and Plaintiff filed a Reply.
- 2.5. With those motions pending, the Parties attended a full-day, in-person mediation on August 3, 2022 with Jeffrey A. Ross, a well-respected and experienced mediator who

specializes in wage and hour class actions. The Parties did not resolve the matter on August 3, 2022, but continued to negotiate the terms of a potential resolution through Mr. Ross in the two weeks that followed. On August 16, 2022, the Parties reached an agreement on the core terms of a settlement on a class basis. The Parties agreement is now memorialized herein.

### 3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants shall pay Fifteen Million Five Hundred Thousand Dollars (\$15,500,000.00). Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members to submit any claim as a condition of payment. Except for the employer's portion of payroll taxes on Individual Settlement Payments to Participating Class Members ("Employer's Payroll Taxes"), and any additional amounts that may be due under Paragraph 9 below, the Parties agree that Defendants will have no obligation to pay any amount in connection with this Settlement Agreement apart from the Gross Settlement Amount. None of the Gross Settlement Amount will revert to Defendants.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount:
  - 3.2.1. To the Plaintiff / Class Representative: A Class Representative Service Payment to Plaintiff Santiago Lim of not more than Fifteen Thousand Dollars (\$15,000.00), in addition to any Individual Class Member Payment he is entitled to receive as a Participating Class Member. Defendants will not oppose Plaintiffs request for a Class Representative Service Payment that does not exceed this amount. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. In the event the Court reduces or does not approve the requested Class Representative Service Payment, Plaintiff and Class Counsel shall not have the right to modify or revoke the Settlement, or to appeal such order, nor will Plaintiff or Class Counsel seek, request, or demand an increase to the Gross Settlement Amount on that basis. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for any taxes owed on the Class Representative Service Payment and shall indemnify, defend, and hold Defendants harmless from any claim or liability for taxes, penalties or interest arising as a result of the Class Representative Service Payment.
  - 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the Gross Settlement Amount (\$5,166,666), plus a Class Counsel Litigation Expenses Payment of not more than Seventy-Thousand Dollars (\$75,000.00). Defendants will not oppose requests for these payments provided they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment in accordance with Fed. R. Civ. P. 23(h)



and the applicable Local Rules and/or Orders of the Court. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. This Settlement is not contingent upon the Court awarding Class Counsel any particular amount for the Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment, and, in the event that the Court reduces or does not approve the requested amounts, Plaintiff and Class Counsel shall not have the right to modify or revoke the Settlement, or to appeal such order, nor will Plaintiffs or Class Counsel seek, request, or demand an increase to the Gross Settlement Amount on that basis. Released Parties shall have no liability to Class Counsel or any other Plaintiffs Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from claim or liability for taxes, penalties or interests arising as a result of any payments received by Class Counsel pursuant to this Settlement and from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$57,815, except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$57,815, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: The Administrator will determine the Individual Class Member Payments according to the following distribution formula:

- (a) First, the Administrator will use the total number of Workweeks belonging to each Participating Class Member stated in the Class Data that Defendants provide.
- (b) Second, the Administrator will aggregate all the Workweeks for all the Participating Class Members to arrive at the Total Workweeks;
- (c) Third, the Administrator will calculate each Participating Class Member's Settlement Ratio by dividing the number of Workweeks belonging to that Participating Class Member by the Total Workweeks for all the Participating Class Members; and
- (d) Fifth, the Administrator will calculate each Participating Class Member's Individual Class Member Payment by multiplying that Participating Class Member's Settlement Ratio by the Net Settlement Amount.



(e) The Parties agree that the formula described herein is reasonable and that the payments are designed to provide a fair settlement to each Participating Class Member in light of the uncertainties regarding the compensation alleged to be owed and the calculation of such amounts. In the event the Court is not willing to approve the Settlement with this distribution formula proposed by the Parties, however, this shall not be a basis for any Party to cancel or withdraw from the Settlement; rather, the parties will work in good faith to propose another distribution formula that might be acceptable to the Court.

3.2.4.1. Tax Allocation of Individual Class Member Payments. All Individual Class Member Payments will be allocated as follows: 20% of each Individual Class Member Payment will be allocated to alleged wages for which IRS Forms W-2 will be issued; 40% will be allocated to alleged expense reimbursement; 20% will be allocated to alleged interest for which IRS Form 1099-INT will be issued, and 20% will be allocated to alleged penalties for which IRS Form 1099-MISC will be issued. The Settlement Administrator will issue all W-2, 1099-INT and 1099-MISC forms, to the extent required by law. In the event the Court is not willing to approve the Settlement with the tax allocation proposed by the Parties, this shall not be a basis for any Party to cancel or withdraw from the Settlement; rather, the parties will work in good faith to propose another tax allocation that might be acceptable to the Court.

#### **4. SETTLEMENT FUNDING AND PAYMENTS.**

4.1. Class Data. Not later than fourteen (14) days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator in the form of a Microsoft Excel spreadsheet. The Administrator must maintain the Class Data as private and confidential, use the Class Data only for purposes of this Settlement, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. The Administrator shall not provide the Class Data to Class Counsel. However, the Administrator may share an individual Class Member's Class Data with Class Counsel in response to affirmative outreach from the individual Class Member and only to the extent necessary for Class Counsel to fulfill their duties to the Class, in which case Class Counsel also agree to use the Class Data only for purposes of this Settlement, to not disclose the data to any third party, and to restrict access to the Class Data to those who need access to the Class Data to fulfill their duties to the Class. Class Counsel shall not use Class Data to solicit clients or for any reason other than the administration of the settlement. Defendants have a continuing duty to immediately notify the Administrator and Class Counsel if it discovers that the Class Data omitted a Class Member and to provide corrected Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

- 4.2. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount, plus any Employer's Payroll Taxes, by transmitting the funds to the Administrator no later than fourteen (14) days after the Effective Date. In the event a Class Member who did not submit a written or oral objection to the Court pursuant to Section 8.6 files an appeal on or before the expiration of the 30-day deadline for making an appeal, Defendants will fund the gross settlement amount within fourteen (14) days of the deadline to appeal, which the Administrator will hold in an interest-bearing account until the appeal is resolved and the judgment becomes final.
- 4.3. Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Member Payments, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
- 4.3.1. The Administrator will issue checks for the Individual Class Member Payments and send them to the Participating Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update Participating Class Members' mailing addresses using the National Change of Address Database.
- 4.3.2. The Administrator must conduct at least one Class Member Address Search (skip trace) for any Participating Class Member whose check is returned undelivered without USPS forwarding address. Within seven days of receiving a returned check, the Administrator must re-mail checks to any USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Participating Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Participating Class Member whose original check was lost or misplaced, requested by the Participating Class Member prior to the void date.
- 4.3.3. If after 180 calendar days of mailing, any check issued to a Participating Class Member is uncashed, the funds attributable to unclaimed, undeliverable, or expired Individual Class Member Payment checks shall be added to the Residue.
- 4.3.4. If, after the mailing of the Individual Class Member Payments described in Paragraph 4.3.1, but before expiration of the 180-day check cashing period, a current or former driver who performed deliveries through Defendants who was not identified in the Class Data provided to the Administrator, contacts the Parties, Class Counsel, Defense Counsel and/or the Administrator with a claim or inquiry that they may be a Class Member (or is otherwise identified by one of the Parties, Class Counsel, Defense Counsel and/or the Administration as a potential Class Member), then whomever receives this information shall immediately notify Counsel for the Parties and the Administrator, and provide the name, contact

information, time period of work for Defendants (even if an estimate), and any other relevant documents or information that the potential Class Member shares and consents to being provided to the Administrator and Counsel. The Parties will expeditiously meet and confer in person or by telephone or videoconference, and in good faith, in an effort to agree on whether the person is a Class Member as defined in this Agreement. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever is later. If the Parties disagree, the Parties will ask mediator Jeff Ross to resolve the dispute, if he is available to promptly address the dispute. If Jeff Ross is unavailable to promptly address the dispute, the Parties will seek resolution from the Court. If the Parties conclude that the driver is a Class Member, the Administrator shall calculate an Individual Class Member Payment for the newly identified Class Member using the same formula for Participating Class Members contained in Paragraph 3.2.4, above, such that the additional Class Member payment would be equal to what the payment would have been calculated to be had the Class Member(s) and their respective Workweeks been identified before the Effective Date and the Class Member will have the opportunity to participate in this Settlement and be bound by it in exchange the Individual Class Member Payment. The Individual Settlement Payment under this section will be paid from the Reserve Fund. The additional class member and any additional workweeks will not count toward the Escalator Clause in section 9 below. In both the determination of whether the newly identified driver is a Class Member as well as the calculation of any Individual Class Member Payment for such newly identified Class Member, the Administrator shall consider Defendants' records and any records provided by the potential Class Member, but Defendants' records will control if there is a conflict. In the event there is money remaining in the Reserve Fund, the Settlement Administrator shall add this to the Residue.

4.3.5. If after expiration of the 180-day check cashing period, there are funds remaining in the Residue, the parties will meet and confer with the Administrator to determine if a second distribution of settlement checks to class members who cashed their original checks would be cost effective given the amount of the Residue as compared to the administrative costs and projected amounts of the individual checks for a second distribution. If there is a second distribution, it will be made on a pro rata basis to the Class Members who cashed their original checks. If the Residue is not sufficient to make a second distribution cost-effective, or if there are funds left in the Residue after a second distribution, the Residue will be distributed to the two *cy pres* beneficiaries: California Rural Legal Assistance and Legal Aid at Work in equal amounts (50% each).

4.3.6. The payment of Individual Class Member Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

6. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount, the Class Representatives and Class Members will release claims against all Released Parties as follows:

6.1 Class Representative Release. In addition to releasing all claims covered by the Class Released Claims, Class Representative Santiago Lim, and on behalf of himself and his former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release and discharge the Released Parties any and all claims, known and unknown, under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, including but not limited to claims arising from or related to Class Representative's alleged employment with or termination of alleged employment from Defendants. Class Representative acknowledges that he may discover facts or law different from, or in addition to, the facts or law that he now knows or believes to be true but agrees, nonetheless, that his Release shall be and remain effective in all respects, notwithstanding such different or additional facts or discovery of them. Class Representative expressly waives and relinquishes the provisions, rights and benefits of section 1542 of the California Civil Code, which reads:

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

Notwithstanding the foregoing, Class Representative does not waive or release any claim which cannot be waived or released by private agreement. Further, nothing in this Agreement shall prevent Class Representative from filing a charge or complaint with, or from participating in, an investigation or proceeding conducted by the SEC, OSHA, EEOC, DFEH, NLRB or any other federal, state or local agency charged with the enforcement of any employment or other applicable laws. Class Representative, however, understands that by signing this Agreement, he waives the right to recover any damages or to receive other relief for any claim or suit brought by or through the EEOC, the DFEH or any other state or local agency on their behalf to the fullest extent permitted by law, but expressly excluding any monetary award or other relief available from the SEC/OSHA, including an SEC/OSHA whistleblower award, or other awards or relief that may not lawfully be waived.

6.2 Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from the Class Released Claims which accrued during the Class Period

7. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval").

- 7.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval reasonably in advance of filing, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement; (ii) a draft proposed Order Granting Preliminary Approval; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its estimate for administering the Settlement and attesting to its willingness to serve; competency; and operative procedures for protecting the security of Class Data; (v) a signed declaration from Class Counsel firm attesting to their competency to represent the Class Members and all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator.
- 7.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval, using best efforts to file by September 26, 2022; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 7.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone or video conference, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone or videoconference, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

## 8. SETTLEMENT ADMINISTRATION.

- 8.1 Selection of Administrator. The Parties have jointly selected Kroll Settlement Administration LLC ("Kroll") to serve as the Administrator and verified that, as a condition of appointment, Kroll agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 8.2 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

8.3 Notice to Class Members.

- 8.3.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members and Workweeks in the Class Data.
- 8.3.2 Using best efforts to perform as soon as possible, and in no event later than twenty-one (21) days after receiving the Class Data, the Administrator will provide notice to the appropriate federal and/or state officials under the Class Action Fairness Act (28 U.S.C. § 1715) and send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice in English and Spanish substantially in the form attached to this Agreement as Exhibit A. Each Class Notice shall include an estimate of the dollar amount of the Individual Class Member Payment payable to the Class Member, the number of Workweeks belonging to the Class Member, and the formula for calculating his or her Individual Class Member Payment. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- 8.3.3 Not later than three (3) business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct at least one Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 8.3.4 If the Administrator, the Parties, Defense Counsel or Class Counsel are contacted by or otherwise discover any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone or videoconference, and in good faith, in an effort to agree on whether he person is a Class Member as defined in this Agreement. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever is later. If the Parties disagree, the Parties will ask mediator Jeff Ross to resolve the dispute, if he is available to promptly address the dispute. If Jeff Ross is unavailable to promptly address the dispute, the Parties will seek resolution from the Court. If the Parties determine that any persons are Class Members, such persons will be entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt of Class Notice, or the deadline in the Class Notice, whichever is later.



8.4 Requests for Exclusion (Opt-Outs).

8.4.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement and become a Non-Participating Class Member must send the Administrator by mail a signed written Request for Exclusion not later than the Response Deadline. A Request for Exclusion is a letter from a Class Member that reasonably communicates the Class Member's election to be excluded from the Settlement. To be timely and valid, a Request for Exclusion must (a) be written, (b) be signed by the Class Member requesting exclusion, (c) identify the name of the Class Member requesting exclusion and last four digits of the Class Member's social security number (for identification); (d) state that the Class Member has reviewed the Class Notice regarding the settlement of the Action and wishes to be excluded from the settlement; (e) be mailed to the Settlement Administrator at the address provided in the Class Notice; and (f) be postmarked on or before the Response Deadline.

8.4.2 If a Class Member's Request for Exclusion is defective as to the requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3) business days of receiving the defective submission to advise the Class Member that his or her submission is defective and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have until the later of (i) the Response Deadline or (ii) fourteen (14) calendar days from the date of the cure letter to postmark a revised Request for Exclusion. If the revised Request for Exclusion is not postmarked within that period, it will be deemed untimely.

8.4.3 If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

8.4.4 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Class Release.

8.4.5 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Member Payment or have the right to object to the class action components of the Settlement.

8.4.6 If a Class Member submits both a Request for Exclusion and a written Objection by the Response Deadline, the Administrator will send a letter to the Class Member explaining that they cannot do both and provide the Class Member with



fourteen (14) days to make an election between requesting exclusion or objecting. If the Class Member does not make this election in writing by the end of the fourteen-day deadline, the Request for Exclusion will be deemed valid, and the written Objection will be invalid.

8.5 Disputes to Workweek Data and Individual Class Member Calculations. Class Members may dispute the number of Workweeks and/or Individual Class Member Payment calculation for the Participating Class Member as shown in his or her Class Notice. For a dispute to be timely submitted, it must be mailed to the Administrator at the address provided in the Class Notice and postmarked on or before the Response Deadline. The Class Notice will advise Class Members that any dispute should explain the basis of the dispute, state the number of Workweeks and/or calculation that the Class Member believes is correct, and attach any documentation reasonably available to support the Class Member's dispute. The Settlement Administrator will in turn provide any such submissions by Class Members to the Parties. The Parties will meet and confer to determine whether adjustments to the Class Member's Individual Class Member Payment is warranted. If the Parties are unable to reach an agreement as to a dispute, the Court will decide the outstanding issue, with Defendants' records controlling if there is a conflict. The Court's determination of the eligibility for and amount of any Individual Class Member Payment will be binding upon the Class Member and the Parties, provided that Defendants is not required to pay any amount in addition to the Gross Settlement Fund. In the absence of circumstances indicating fraud, manipulation, negligence, or destruction, Defendants' records will be given a rebuttable presumption of accuracy.

8.6 Objections to Settlement.

8.6.1 Only Participating Class Members may object to this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

8.6.2 For a written Objection to be valid, it must (a) be written, (b) be signed by the Participating Class Member making the objection, (c) identify the name of the Participating Class Member making the objection; (d) identify the Action, (e) be mailed to the Settlement Administrator at the address provided in the Class Notice, and (f) be postmarked on or before the Response Deadline. The Class Notice will also advise that any written Objection should explain the reason for the objection, provide any facts that support the objection, and provide the most recent mailing address, telephone number and/or other contact information of the Participating Class Member. The Settlement Administrator will forward copies of all written Objections to both Class Counsel and Counsel for Defendant within three (3) calendar days of receipt. The postmark date will be deemed the exclusive means for determining whether a written Objection is timely.

8.6.3 At the Court's discretion, any Participating Class Member may also object by

appearing at the Final Approval Hearing, regardless of whether such Participating Class Member submits a written Objection.

- 8.6.4 At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written or oral objections to the Settlement Agreement or appeal from the Final Approval and Judgment thereon. Class Counsel will not represent any Class Members with respect to any such objections to this Settlement. The Settlement Administrator shall provide Class Counsel with a declaration that attaches and authenticates all Objections received, which declaration Class Counsel shall file with the Court concurrently with the motion seeking final approval of the Settlement.
- 8.7 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 8.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.
- 8.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members with the URL [www.LimTForceClassActionSettlement.com](http://www.LimTForceClassActionSettlement.com) or a substantially similar URL, subject to the Parties' approval, until 60 days after the Effective Date, at which time the site will be taken down. This will include the date, time and location for the Final Approval Hearing. It also will include copies of the Settlement Agreement, Class Notice, Complaint, Answer and Affirmative Defenses to the Complaint, Motion for Preliminary Approval, Preliminary Approval Order, Motion for Final Approval, Motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Motion for Class Representative Service Payment, and any Final Approval and Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
- 8.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) court days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

- 8.8.3 Objections. The Administrator will promptly review on a rolling basis any written Objections to the Settlement to ascertain their validity. Not later than five (5) court days after the Response Deadline, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid written Objections; (b) the names and other identifying information of Class Members who have submitted invalid written Objections; (c) copies of all written Objections to the Settlement submitted (whether valid or invalid).
- 8.8.4 Disputes concerning Workweeks and Individual Class Member Payment Calculations. Not later than five (5) court days after the Response Deadline, the Administrator shall email a list to Class Counsel and Defense Counsel any Class Member disputes concerning the number of Workweeks and/or Individual Class Member Payment calculations; (b) the status of each such dispute, including whether it has been resolved and, if so, how; and (c) the names and other identifying information of Class Members who submitted any such disputes.
- 8.8.5 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, disputes received and/or resolved, and checks mailed for Individual Class Member Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- 8.8.6 Administrator’s Declaration. Not later than five (5) days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the total number of written objections, the total number of disputes, and attach the Exclusion List and any written objections received. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- 8.8.7 Final Report by Settlement Administrator. Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements of all payments made under this Agreement. At least seven (7) days before any deadline set by the Court, the Administrator will

prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement.

9. **CLASS SIZE AND ESCALATOR.** Based on a good faith and diligent review of its records during the settlement negotiations leading to this Settlement, Defendants identified 1,649 Class Members and 118,670 Workweeks (pay periods) in the Class Period. In the event the actual number of Class Members in the Class Period exceeds 1,649 by more than 5% (1,731) or the actual number of Workweeks (pay periods) in the Class Period exceeds 118,670 by more than 5% (124,603), at Defendants' option, either: (1) the Gross Settlement Amount shall increase by the same number of percentage points above 5% by which the actual number of Class Members or Workweeks exceeds the assumed number (for example, if the actual number of Class Members or Workweeks is determined to be 7% higher than the assumed number, the Gross Settlement Amount shall be increased by 2%; in the event the number of both Class Members and Workweeks exceed the 5% threshold, the gross settlement will be increased by the higher percentage as between Class Members and Workweeks); or (2) the Class Period and Class Release shall end as of the date the actual number of Class Members reached 1,731 or the actual number of Workweeks reached 124,603, whichever occurs first.
10. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds one and a half percent (1.5%) of the total of all Class Members, Defendant may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, 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; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven (7) business days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.
11. **MOTION FOR FINAL APPROVAL.** Not later than the deadline set by the Court (or if no specific deadline is set, the default date set by the Local Rules based on the final approval hearing date), Plaintiffs will file in Court, a motion for final approval of the Settlement, a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel reasonably before the filing for Defendant to have a reasonable opportunity to review them before the filing. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone or videoconference, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
  - 11.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

11.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by attempting to revise the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph. The Court's decision to increase the Gross Settlement Amount is a material modification.

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

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

11.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel, or the particular Workweek distribution formula for calculating Individual Class Member Payments, shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

**12. AMENDED JUDGMENT.** If any amended judgment is required, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

### 13. ADDITIONAL PROVISIONS.

13.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or may be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor is it intended or may it be construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reason, and Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

13.2 No Publicity. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Before or after approval, Plaintiff, Class Counsel, Defendants and Defense Counsel shall not issue a press release, hold a press conference about the settlement, nor shall they disparage each other. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members, nor does it restrict the Parties' communications with the Administrator in connection with preparing for and undertaking settlement administration activities.

13.3 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

13.4 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.



- 13.5 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 13.6 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 13.7 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 13.8 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court, except that non-material changes may be effectuated by counsel, if approved by the Court.
- 13.9 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.10 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to federal law in the Ninth Circuit and the internal laws of the state of California, without regard to conflict of law principles.
- 13.11 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 13.12 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.13 Use and Return of Mediation Materials. Information produced by Defendants in connection with mediation or settlement may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, rule of court, or court order. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of materials produced by Defendants in connection with mediation or settlement, unless, prior to the Court's discharge of the



Administrator's obligation, Defendants make a written request to Class Counsel for the return, rather than the destruction, of the discovery materials. The handling of discovery materials produced remain subject to the Stipulated Protective Order in this action (ECF No. 143), including section XIV ("Final Disposition") governing the return or destruction of discovery materials after the final disposition of the action.

- 13.14 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 13.15 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 13.16 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Joshua Konecky  
Nathan Piller  
Sarah McCracken  
Schneider Wallace Cottrell Konecky LLP  
2000 Powell Street, Suite 1400  
Emeryville, CA 94608  
jkonecky@schneiderwallace.com  
npiller@schneiderwallace.com  
smccracken@schneiderwallace.com

To Defendants:

MARRON LAWYERS APC  
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Steven C. Rice (SBN 109659)  
srice@marronlaw.com  
Paul B. Arenas (SBN 167863)  
parenas@marronlaw.com  
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Long Beach, CA 90807

MORGAN, LEWIS & BOCKIUS LLP  
Brian D. Berry (SBN 229893)  
brian.berry@morganlewis.com

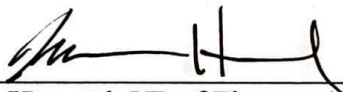
Sarah Zenewicz (SBN 258068)  
sarah.zenewicz@morganlewis.com  
One Market, Spear Street Tower  
San Francisco, CA 94105

13.17 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

13.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement.

IT IS HEREBY AGREED.

DATED: September 26, 2022



Justin Howard, VP of Finance

Defendants TFORCE FINAL MILE WEST, LLC and TFORCE LOGISTICS, LLC

DATED: September 26, 2022

\_\_\_\_\_  
Santiago Lim

Name Plaintiff and proposed Class Representative

Sarah Zenewicz (SBN 258068)  
sarah.zenewicz@morganlewis.com  
One Market, Spear Street Tower  
San Francisco, CA 94105

13.17 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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DATED: September 26, 2022

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Justin Howard, VP of Finance  
Defendants TFORCE FINAL MILE WEST, LLC and TFORCE LOGISTICS, LLC

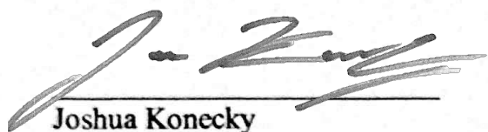
DATED: September 26, 2022



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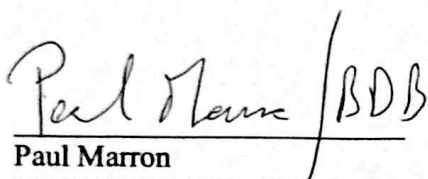
Santiago Lim  
Name Plaintiff and proposed Class Representative

DATED: September 26, 2022



Joshua Konecky  
Schneider Wallace Cottrell Konecky, LLP  
Attorneys for Plaintiff

DATED: September 26, 2022



Paul Marron  
MARRON LAWYERS APC  
Attorneys for Defendants  
TFORCE FINAL MILE WEST, LLC and TFORCE LOGISTICS, LLC

DATED: September 26, 2022



Brian D. Berry  
MORGAN, LEWIS & BOCKIUS LLP  
Attorneys for Defendants  
TFORCE FINAL MILE WEST, LLC and TFORCE LOGISTICS, LLC