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

JUAN CAZARES LOPEZ individually and on
behalf of all others similarly situated,

Plaintiff,

v.

RTS HOLDINGS, LLC dba RoadOne
Intermodalogistics, a Delaware Limited
Liability Company; and DOES 1 to 50,
inclusive,

Defendants.

Case No. CIVDS1934904

**JOINT STIPULATION OF SETTLEMENT
AND RELEASE OF CLASS ACTION**

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1 This Joint Stipulation of Settlement and Release of Class Action (“Stipulation”) is made and
2 entered into by Plaintiff Juan Cazares Lopez (“Plaintiff”), individually and as a representative of the
3 Settlement Class, as defined below on the one hand, and RTS Holdings, LLC dba RoadOne
4 IntermodaLogistics (“Defendant”) on the other hand (Plaintiff and Defendant are collectively referred to
5 herein as “the Parties”). This Stipulation is subject to the approval of the Court, pursuant to California
6 Rules of Court, Rule 3.769(c), (d) and (e), and is made for the sole purpose of attempting to consummate
7 settlement of the above-captioned action on a class-wide basis subject to the following terms and
8 conditions. As detailed below, in the event the Court does not enter an order granting final approval of
9 the Class Settlement, as defined below, or the conditions precedent are not met for any reason, this
10 Stipulation is void and of no force or effect whatsoever.

11 **I. DEFINITIONS**

12 As used in this Stipulation, the following terms shall have the meanings specified below. To the
13 extent terms or phrases used in this Stipulation are not specifically defined below, but are defined
14 elsewhere in this Stipulation, they are incorporated by reference into this definition section.

15 1. **Action.** “Action” shall mean the following civil action: *Juan Cazares Lopez v. RTS*
16 *Holdings, LLC dba RoadOne Intermodalogistics*, Case No. CIVDS1934904, filed on November 19,
17 2019, with the Superior Court of California, County of San Bernardino.

18 2. **Administrative Expenses.** “Administrative Expenses” shall include all costs and
19 expenses associated with and paid to the third party Settlement Administrator, which are anticipated not
20 to exceed \$12,000.00.

21 3. **Claims.** “Claims” shall mean the claims asserted in the operative Complaint filed on
22 November 19, 2019, which are Defendant’s alleged violations of California Labor Code sections 201,
23 202, 203, 226, 226.2, 226.7, 226.8, 512, 1194, 1194.2, 1197, 2802, and IWC Wage Order No. 9, sections
24 11 and 12, and claims under Section 17200-17204 of the California Business & Professions Code based
25 on the foregoing.

26 4. **Class or Settlement Class.** “Class” or “Settlement Class” shall mean “*Plaintiff and all*
27 *other California residents who work or worked as truck drivers and who are or have been classified as*
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1 *independent contractors by Defendant in California from May 15, 2015 thorough February 1, 2020.*

2 Defendant has represented that the Settlement Class consists of approximately 101 Class Members.

3 **5. Class Counsel.** “Class Counsel” shall mean Craig J. Ackermann of Ackermann &
4 Tilajef, P.C., and Jonathan Melmed of Melmed Law Group P.C.

5 **6. Class Attorney Fees and Expenses.** “Class Attorney Fees and Expenses” shall mean
6 Class Counsel’s attorney fees and expenses as set forth in Section IV, Paragraph 6.

7 **7. Class Member or Settlement Class Member.** “Class Member” or “Settlement Class
8 Member” shall mean any person who is a member of the Settlement Class, or, if such person is
9 incompetent or deceased, the person's legal guardian, executor, heir or successor-in-interest.

10 **8. Class Notice.** “Class Notice” shall mean the Notice of Proposed Class Action
11 Settlement and Hearing Date for Court Approval, as set forth in the form of **Exhibit 1** attached hereto,
12 or as otherwise approved by the Court, which is to be mailed to Class Members along with the Share
13 Form.

14 **9. Share Form.** “Share Form” shall mean the Share Form, as set forth in the form of
15 **Exhibit 2** attached hereto, or as otherwise approved by the Court, which is to be mailed to Class
16 Members along with the Class Notice.

17 **10. Class Participants.** “Class Participants” shall mean any and all Class Members who do
18 not timely Opt-Out of the Class Settlement.

19 **11. Class Period.** “Class Period” shall mean the period from May 15, 2015 through
20 February 1, 2020.

21 **12. Class Representative.** “Class Representative” shall mean Plaintiff Juan Cazares Lopez.

22 **13. Class Settlement.** “Class Settlement” shall mean the settlement embodied in this
23 Stipulation, which is subject to Court approval.

24 **14. Complaint.** “Complaint” shall mean the Complaint filed in San Bernardino County
25 Superior Court on November 19, 2019, Case No. CIVDS1934904.

26 **15. Court.** “Court” shall mean the Superior Court of San Bernardino County.

27 **16. Defense Counsel.** “Defense Counsel” shall mean Lynn R. Fiorentino of Arent Fox
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1 LLP, 55 Second Street, 21st Floor, San Francisco, CA 94105.

2 **17. Effective Date.** “Effective Date” shall be the date when all of the following events have
3 occurred: (a) this Stipulation has been executed by all Parties and by Class Counsel and Defense
4 Counsel; (b) the Court has given preliminary approval to the Settlement; (c) notice has been given to the
5 Settlement Class Members providing them with an opportunity to Opt-Out of the Class Settlement; (d)
6 the Court has held a Final Approval and Fairness Hearing and entered a final order and judgment
7 certifying the Class and approving this Stipulation; and (e) the later of the following events: the
8 expiration of the period for filing any appeal, writ, or other appellate proceeding opposing the Class
9 Settlement has elapsed without any appeal, writ or other appellate proceeding having been filed; or the
10 dismissal of any appeal, writ, or other appellate proceeding opposing the Class Settlement with no right
11 to pursue further remedies or relief; or any appeal, writ, or the issuance of such other final appellate
12 order upholding the Court’s final order with no right to pursue further remedies or relief. In this regard, it
13 is the intention of the Parties that the Class Settlement shall not become effective until the Court’s order
14 approving the Class Settlement is completely final and there is no further recourse by an appellant or
15 objector who seeks to contest the Class Settlement. In the event no objections are filed, the Effective
16 Date shall be after steps (a) through (d) are completed.

17 **18. Drivers’ Taxes and Required Withholding.** “Drivers’ Taxes and Required
18 Withholding” shall mean the drivers’ share of any and all applicable federal, state or local payroll taxes,
19 including those collected under authority of the Federal Insurance Contributions Act (“FICA”), FUTA
20 and/or SUTA on the portion of any Class Participant’s Individual Settlement Amount that constitutes
21 wages as set forth in section IV, paragraph 4. The Drivers’ Taxes and Required Withholdings will be
22 withheld from and paid out of the Net Settlement Amount.

23 **19. Carrier’s Taxes.** “Carrier’s Taxes” shall mean and refer to Defendant’s share of payroll
24 taxes (e.g. UI, ETT, Social Security and Medicare taxes) that is owed on the portion of any Class
25 Participant’s Individual Settlement Amount that constitutes wages as set forth in section IV, paragraph
26 4. The amount of the wages shall not exceed 20% of the Net Settlement Amount.

27 **20. Final Approval and Fairness Hearing.** “Final Approval and Fairness Hearing” shall
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1 mean the final hearing held to ascertain the fairness, reasonableness, and adequacy of the Class
2 Settlement.

3 **21. Defendants.** “Defendant” shall mean RTS Holdings, LLC dba RoadOne
4 IntermodaLogistics, *et al.*

5 **22. Hearing on Preliminary Approval.** “Hearing on Preliminary Approval” shall mean
6 the hearing held on the motion for preliminary approval of the Class Settlement.

7 **23. Individual Settlement Amount.** “Individual Settlement Amount” shall mean the
8 amount which is ultimately distributed to each Class Participant, net of any Drivers’ Taxes and Required
9 Withholdings.

10 **24. Plaintiff.** “Plaintiff” shall mean the named Plaintiff Juan Cazares Lopez.

11 **25. Net Settlement Amount.** “Net Settlement Amount” shall mean the Gross Settlement
12 Amount minus Administrative Expenses, Class Attorney Fees and Expenses, 75% of the PAGA
13 Payment payable to the California Labor and Workforce Development Agency (“LWDA”), and
14 Plaintiff’s Incentive Award.

15 **26. Opt-Out(s).** “Opt-Out(s)” shall mean any and all persons who timely and validly
16 request exclusion from the Class Settlement in accordance with the terms of the Class Notice and no
17 later than the Response Deadline.

18 **27. Parties.** “Parties” shall mean Plaintiff and Defendant collectively.

19 **28. Payment Date.** Payment Date shall be the date by which Defendant shall make the
20 payment of the Gross Settlement Amount to the Court-appointed settlement administrator. The Payment
21 Date shall be 10 calendar days after the Preliminary Approval Date.

22 **29. Preliminary Approval Date.** “Preliminary Approval Date” shall mean the date upon
23 which the Court enters an order preliminarily approving this Stipulation.

24 **30. Released Claims.** “Released Claims” shall mean all claims set forth in or which could
25 be set forth in in the operative Complaint, including but not limited to claims under Labor Code sections
26 201, 202, 203, 226, 226.2, 226.7, 226.8, 512, 1194, 1194.2, 1197, 2698-2699.5, 2802, and IWC Wage
27 Order No. 9, sections 11 and 12, and claims under Section 17200-17204 of the California Business &
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1 Professions Code based on the foregoing.

2 **31. Released Parties.** “Released Parties” shall mean RTS Holdings, LLC dba RoadOne
3 IntermodaLogistics, its affiliates, parent, brother, sister, subsidiary companies and their respective
4 managers, members, shareholders, officers, directors, agent and employees.

5 **32. Response Deadline.** “Response Deadline” shall mean the date thirty (30) days following
6 the date on which the Settlement Administrator first mails Class Notice to the Settlement Class
7 Members.

8 **33. Incentive Award.** “Incentive Award” shall mean any additional monetary payment
9 provided to the Class Representative for his efforts and risks on behalf of the Settlement Class in this
10 Action.

11 **34. PAGA Payment.** “PAGA Payment” means the penalties pursuant to California Labor
12 Code sections 2698, et seq., the Labor Code Private Attorneys General Act of 2004 (“PAGA”), that the
13 Parties have agreed is a reasonable sum to be paid in settlement of the PAGA claims included in the
14 Action, which is \$5,000.00. The PAGA Payment is to be approved by the Court pursuant to Labor
15 Code section 2699 and is to be distributed as follows: seventy-five percent (75%) (i.e. \$3,750.00) to the
16 LWDA and twenty-five percent (25%) (i.e. \$1,250.00) to the Class Members. Class Counsel shall give
17 timely notice of the Class Settlement to the LWDA under Labor Code section 2699(1)(2).

18 **35. Settlement.** “Settlement” shall mean the settlement between the Parties, which is
19 memorialized in this Stipulation and subject to approval by the Court.

20 **36. Settlement Administrator.** “Settlement Administrator” shall mean CPT Group, Inc.,
21 which the Parties have agreed will be responsible for administration of the Settlement and related
22 matters.

23 **37. Gross Settlement Amount.** “Gross Settlement Amount” is the agreed upon non-
24 reversionary settlement amount totaling \$397,000.00 to be paid by Defendant in full settlement of the
25 Released Claims which amount includes the Administrative Expenses, Drivers’ Taxes and Required
26 Withholdings, Class Attorney Fees and Expenses, Incentive Award, and PAGA Payment. Defendant
27 shall separately pay its share of the Carrier’s Taxes in addition to the Gross Settlement Amount. The
28 Gross Settlement Amount shall be paid by the Payment Date. The Payment Date shall be 10 calendar

1 days after the Preliminary Approval Date.

2 **38. Stipulation.** “Stipulation” shall mean this Joint Stipulation of Settlement and Release of
3 Class Action, including any attached exhibits.

4 **II. FACTUAL AND PROCEDURAL BACKGROUND OF ACTION**

5 **1. Plaintiff’s Claims.** On behalf of himself and the Settlement Class, Plaintiff alleged the
6 following causes of action: (1) willful misclassification of Plaintiff and his fellow drivers as independent
7 contractors (Cal. Labor Code § 226.8, 2698, *et seq.*); (2) failure to pay their current and former truck
8 drivers in California separately and on an hourly basis for their time spent taking their statutory rest
9 periods and on their pre- and post-trip inspections, loading/unloading time, detention time, time spent
10 cleaning their trucks, time spent fueling their trucks and on time spent on work-related paperwork
11 (collectively referred to as “Non-Driving Tasks”) (Cal. Labor Code §§ 226.2, 1194, 1194.2); (3) failure
12 to provide paid rest breaks and pay missed rest period premiums to their current and former truck drivers
13 in California (Cal. Labor Code § 226.2, 226.7; IWC Wage Order No. 9); (4) failure to provide meal
14 periods and pay missed meal period premiums to its current and former truck drivers in California (Cal.
15 Labor Code §§ 226.7, 512; IWC Wage Order No. 9); (5) failure to reimburse business expenses
16 including gas mileage, license plate registration and fees, insurance coverage, truck maintenance and
17 repairs, and personal cell phone expenses, incurred by their current and former truck drivers in
18 California (Cal. Labor Code § 2802); (6) failure to provide complete wage statements to their current
19 and former truck drivers in California within one year prior to the filing of the Complaint (Cal. Labor
20 Code § 226 and 226.2); (7) failure to pay all wages due to former employees based on the foregoing
21 (Cal. Labor Code § 201 – 203); (8) derivative UCL violations based on the foregoing (Cal. Bus. & Prof.
22 Code §§ 17200-17204); and (9) PAGA and other penalties (Cal. Labor Code § 2698 – 2699.5, *et seq.*)
23 based on the foregoing allegations.

24 **2. Discovery, Investigation, Motion Practice and Research.** Class Counsel has
25 conducted significant discovery during the prosecution of the Action. This discovery, investigation, and
26 prosecution has included, among other things, (a) over a dozen telephonic conferences with Plaintiff; (b)
27 inspection and analysis of informal discovery documents and data produced by Plaintiff and Defendant;

1 (c) analysis of the legal positions taken by Defendant; (d) investigation into the viability of class
2 treatment of the claims asserted in the Action; (e) analysis of potential class-wide damages, including
3 information sufficient to understand Defendant's potential defenses to Plaintiff's claims; (f) research of
4 the applicable law with respect to the claims asserted in the Complaint and the potential defenses
5 thereto; and (g) assembling and analyzing of data for calculating damages. In addition, the Parties have
6 determined that the estimated size of the Settlement Class is no more than 101 Class Members.

7 The Class Representative has vigorously prosecuted this case, and Defendant has vigorously
8 denied the material allegations asserted against it and has vigorously contested those claims. The Parties
9 have engaged in sufficient investigation and discovery to assess the relative merits of the claims of the
10 Class Representative and of Defendant's defenses to them.

11 **3. Allegations of the Class Representative and Benefits of Class Settlement.** The
12 extensive discovery conducted in this matter, as well as discussions between counsel, have been
13 adequate to give the Class Representative and Class Counsel a sound understanding of the merits of their
14 positions and to evaluate the worth of the claims of the Settlement Class. The discovery conducted in
15 this Action and the information exchanged by the Parties through informal discovery and settlement
16 discussions are sufficient to reliably assess the merits of the Parties' respective positions and to
17 compromise the issues on a fair and equitable basis.

18 Plaintiff and Class Counsel believe that the claims, causes of action, allegations and contentions
19 asserted in the Action have merit. However, Plaintiff and Class Counsel recognize and acknowledge the
20 expense and delay of continued lengthy proceedings necessary to prosecute the Action against
21 Defendant through trial and through appeals. Class Counsel has taken into account the uncertain
22 outcome of the litigation, the risk of continued litigation in complex actions such as this, as well as the
23 difficulties and delays inherent in such litigation, and the potential difficulty of obtaining certification of
24 the Action as well as trying the claims of the class. Class Counsel is mindful of the potential problems
25 of proof under, and possible defenses to, the claims alleged in the Action.

26 Class Counsel believes that the Settlement set forth in this Stipulation confers substantial
27 benefits upon Plaintiff and the Settlement Class Members and that an independent review of this
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1 Stipulation by the Court in the approval process will confirm this conclusion. Based on their own
2 independent investigation and evaluation, Class Counsel has determined that the Settlement set forth in
3 the Stipulation is in the best interests of Plaintiff and the Settlement Class Members.

4 **4. Defendant's Denials of Wrongdoing and Liability.** Defendant denies and continues to
5 deny each and all of the allegations, claims, and contentions alleged by Plaintiff in the Action.
6 Defendant has expressly denied and continues to deny all charges of wrongdoing or liability against it
7 arising out of any of the conduct, statements, acts or omissions alleged in the Action. Defendant
8 contends that it complied in good faith with California and federal wage and hour laws and has dealt
9 legally and fairly with Plaintiff and Settlement Class Members. Defendant further denies that, for any
10 purpose other than settling this Action, these claims are appropriate for class or representative treatment.
11 Nonetheless, Defendant has concluded that further proceedings in the Action would be protracted and
12 expensive and that it is desirable that the Action be fully and finally settled in the manner and upon the
13 terms and conditions set forth in this Stipulation in order to dispose of burdensome and protracted
14 litigation, to permit the operation of Defendant's business without further expensive litigation and the
15 distraction and diversion of its personnel with respect to matters at issue in the Action. Defendant has
16 also taken into account the uncertainty and risks inherent in any litigation, especially in complex cases
17 such as the Action. Defendant has, therefore, determined that it is desirable and beneficial to it that the
18 Action be settled in the manner and upon the terms and conditions set forth in this Stipulation.

19 **5. Intent of the Class Settlement.** The Class Settlement set forth herein intends to
20 achieve the following: (1) entry of an order approving the Class Settlement; (2) entry of judgment of the
21 Action; (3) discharge of Released Parties from liability for any and all of the Released Claims; and (4)
22 discharge of Plaintiff from liability for any and all claims arising out of the Action.

23 **III. CONDITIONAL CLASS CERTIFICATION AND APPOINTMENT OF CLASS**
24 **COUNSEL**

25 **1. The Settlement Class.** For the purposes of this Stipulation and the Class Settlement of
26 this Action only, the Parties stipulate to conditional class certification of the Settlement Class.
27 Defendant's counsel believes this conditional certification is appropriate because the Released Claims
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1 are being compromised without need to establish the elements of those claims on which liability turns.

2 **2. Appointment of Class Counsel.** For purposes of this Stipulation and subject to the
3 Court's approval, the Parties hereby stipulate to the appointment of Class Counsel as counsel for the
4 Class and the effectuation of the Class Settlement pursuant to this Stipulation.

5 **IV. CLASS SETTLEMENT CONSIDERATION**

6 **1. Settlement Amount.** The Parties agree to settle this Action for the Gross Settlement
7 Amount of \$397,000.00. There shall be no reversion to Defendant. The Gross Settlement Amount and
8 other actions and forbearances taken by Defendant shall constitute adequate consideration for the Class
9 Settlement and will be made in full and final settlement of: (a) the Released Claims, (b) Class Attorney
10 Fees and Expenses, (c) Administrative Expenses, (d) Incentive Award, (e) PAGA Payment; and (f) any
11 other obligation of Defendant under this Stipulation (other than the Employer's Taxes on the portion of
12 the Net Settlement Amount allocated to the payment of wages). After the court issues an order
13 preliminarily approving this Class Settlement, the Settlement Administrator will distribute the Class
14 Notice to the Settlement Class Members, which shall describe the terms of the Class Settlement and
15 procedures to opt out, object or participate in the Class Settlement as well as the Share Form, which
16 shall identify the Settlement Class Member, the pay periods worked by each Settlement Class Member,
17 as well as the estimated amount of the Individual Settlement Amount the Settlement Class Member can
18 expect to receive once the Class Settlement becomes Effective. Settlement Class Members shall be
19 given the opportunity to challenge their pay periods worked information.

20 Further, Defendant shall make the payment of the Gross Settlement Amount to the Court-
21 appointed settlement administrator within 10 calendar days after the Preliminary Approval Date.

22 **2. Incentive Award for Plaintiff.** Plaintiff may petition the Court to approve an Incentive
23 Award in an amount up to \$6,500.00 for Plaintiff's efforts on behalf of the Settlement Class in this
24 Action, including assisting in the investigation and consulting with Class Counsel and providing crucial
25 documents to Class Counsel. Defendant shall not oppose any request by Plaintiff for an Incentive
26 Award in such an amount. Any Incentive Award approved by the Court shall be paid to Plaintiff from
27 the Gross Settlement Amount and shall be in addition to any distribution to which he may otherwise be
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1 entitled as a Class Participant. The Incentive Award shall not be considered wages, and the Settlement
2 Administrator shall issue Plaintiff an IRS Form 1099 reflecting such payment. Plaintiff shall be
3 responsible for the payment of any and all taxes with respect to his Incentive Award and shall hold the
4 Released Parties harmless from any and all liability with regard thereto.

5 **3. Payment to Class Participants.** Each Class Participant shall be eligible to receive
6 payment of the Individual Settlement Amount, which is a share of the Net Settlement Amount based on
7 the pro rata number of weeks worked by the Settlement Class Members during the Class Period as a
8 proportion of all weeks worked by all Settlement Class Members. The Individual Settlement Amount
9 for each Settlement Class Member shall be calculated in accordance with section VII, paragraph 2. Each
10 Class Participant, including Plaintiff, shall be responsible for the payment of the Drivers' Taxes and
11 Required Withholding with respect to his or her Individual Settlement Amount and shall hold the
12 Released Parties harmless from any and all liability with regard thereto.

13 **4. Tax Treatment and Payment.** For the purpose of calculating Drivers' Taxes and
14 Required Withholding for the Individual Settlement Amounts for Class Participants (including any
15 payments to the Class Representative but exclusive of his Incentive Award), the Parties agree that 20%
16 of each Individual Settlement Amount shall constitute wages (and each Class Participant will be issued
17 an IRS Form W-2 for such payment to him or her), and 80% of each Individual Settlement Amount shall
18 constitute penalties and interest (and each Class Participant will be issued an IRS Form 1099 for such
19 payment to him or her). The Parties understand that Plaintiff and the Class Participants who receive any
20 payment pursuant to this Stipulation shall be solely responsible for any and all other individual tax
21 obligations associated with this Class Settlement and shall hold the Released Parties harmless from any
22 liability with regard thereto.

23 **5. No Effect on Employee Benefit Plans.** Neither the Class Settlement nor any amounts
24 paid under the Class Settlement will modify any previously credited hours, days, or weeks of service
25 under any employee benefit plan, policy or bonus program sponsored by Defendant. Such amounts will
26 not form the basis for additional contributions to, benefits under, or any other monetary entitlement
27 under Defendant's sponsored benefit plans, policies or bonus programs. The payments made under the
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1 terms of this Stipulation shall not be applied retroactively, currently, or on a going forward basis, as
2 salary, earnings, wages, or any other form of compensation for the purposes of any of Defendant's
3 benefit plan, policy or bonus program. Defendant retains the right to modify the language of its benefits
4 plans, policies and bonus programs to effect this intent and to make clear that any amounts paid pursuant
5 to this Stipulation are not for "weeks worked," "weeks paid," "weeks of service," or any similar
6 measuring term as defined by applicable plans, policies and bonus programs for purpose of eligibility,
7 vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not
8 required by this Stipulation. Defendant does not consider the Class Settlement payments
9 "compensation" for purposes of determining eligibility for, or benefit accrual within, any benefit plans,
10 policies, or bonus programs, or any other plan sponsored by Defendant.

11 **6. Class Attorney Fees and Expenses.** As part of the motion for final approval of the
12 Class Settlement, Class Counsel may submit an application for an award of Class Attorney Fees and
13 Expenses with the fee portion not to exceed one-third of the Gross Settlement Amount (*i.e.*,
14 \$132,333.33) and the award of costs and expenses of up to an additional \$14,000.00. Defendant agrees
15 not to object to any such fee, cost or expense application in those amounts. As a condition of this Class
16 Settlement, Class Counsel has agreed to pursue fees only in the manner reflected by this Section. Any
17 Class Attorney Fees and Expenses awarded by the Court shall be paid from the Gross Settlement
18 Amount in arriving at the Net Settlement Amount and shall not constitute payment to any Settlement
19 Class Members. If Class Counsel voluntarily reduces the request for Class Attorney Fees or Expenses
20 or the Court's award of Class Attorney Fees or Expenses is less than set forth above, the Net Settlement
21 Amount shall be recalculated to reflect the actual Class Attorney Fees and Expenses awarded.

22 The Class Attorney Fees and Expenses approved by the Court shall encompass: (a) all work
23 performed and costs and expenses incurred by, or at the direction of, any attorney purporting to
24 represent the Settlement Class through the date of this Stipulation; (b) all work to be performed and
25 costs to be incurred in connection with approval by the Court of the Class Settlement; (c) all work to be
26 performed and costs and expenses, if any, incurred in connection with administering the Class
27 Settlement through the Effective Date and dismissal of the Action, with prejudice; and (d) may be based
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1 on the Catalyst Theory and/or Common Fund Doctrine.

2 **V. CLAIMS ADMINISTRATION COSTS AND EXPENSES**

3 **1. The Settlement Administrator's Costs and Expenses.** All costs and expenses due to
4 the Settlement Administrator in connection with its administration of the Class Settlement, including,
5 but not limited to, providing the Class Notice, locating Settlement Class Members, processing Opt-Out
6 requests and objections, distributing the portion of the PAGA Payment payable to the LWDA, and
7 calculating, administering and distributing Individual Settlement Amounts to the Class Participants and
8 related tax forms, shall be paid from the Gross Settlement Amount, and shall not exceed \$10,000.00.

9 **2. Payment by Defendant.** Defendant shall pay the Gross Settlement Amount to the
10 Settlement Administrator within 10 calendar days of the date that the Court grants preliminary approval.
11 Upon payment of the Gross Settlement Amount to the Settlement Administrator, the Released Parties
12 shall be fully and completely released of any further obligation to make payments pursuant to this Joint
13 Stipulation except with respect to Carrier's Taxes.

14 **VI. NOTICE TO CLASS MEMBERS AND CLAIMS ADMINISTRATION PROCESS**

15 **1. The Settlement Administrator.** The Settlement Administrator will be responsible for
16 mailing the Class Notice and Share Form (**Exhibits 1 and 2**) to Settlement Class Members, handling
17 inquiries from Settlement Class Members concerning the Class Notice, determination of Individual
18 Settlement Amounts, maintaining the settlement funds in an appropriate interest bearing account,
19 preparing, administering and distributing Individual Settlement Amounts to Class Participants, issuing a
20 final report and performing such other duties as the Parties may direct.

21 On a weekly basis, the Settlement Administrator will provide reports to Class Counsel and
22 Defense Counsel with summary information updating them as to the number of validated and timely
23 objections and Opt-Out Requests. The Settlement Administrator will serve on Class Counsel and
24 Defense Counsel via e-mail date-stamped copies of the original Opt-Outs and objections no later than
25 five days after their receipt. The Settlement Administrator will provide Class Counsel with proof of
26 mailing of the Class Notice, without listing individual Class Member names which the Settlement
27 Administrator will file with the Court at the time Class Counsel files its motion in support of the Court's
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1 Final Approval and Fairness Hearing. No later than seven days prior to the Final Approval and Fairness
2 Hearing, the Settlement Administrator will compile and deliver to Class Counsel and Defense Counsel a
3 report with summary information regarding (a) the total amount of final Individual Settlement Amounts
4 of each Class Participant (b) the number of Class Participants to receive such payments, and (c) the final
5 number of Opt-Outs and objections.

6 Administrative Expenses are not anticipated to exceed \$12,000.00. Prior to the calculation and
7 distribution of the Individual Settlement Amounts, the Settlement Administrator shall calculate the total
8 Administrative Expenses through the conclusion of their services and such actual amount will be
9 deducted from the Gross Settlement Amount prior to the final calculation of the Individual Settlement
10 Amounts.

11 **2. Notice to Settlement Class Members.** Notice shall be provided to Settlement Class
12 Members in the following manner: Within 14 days after the Preliminary Approval Date, Defendant
13 shall provide the Settlement Administrator with an updated list of Class Members containing names,
14 social security numbers, dates of employment, last-known addresses and phone numbers (the
15 "Database"). The Database shall be marked "Confidential –Settlement Administrator's Eyes Only."
16 Class Counsel shall not receive a copy of this list.

17 Within 28 days following the Preliminary Approval Date, the Settlement Administrator shall
18 determine the number of pay periods for each Settlement Class Member, populate the Settlement Class
19 for each accordingly, and send each Settlement Class Member the Class Notice via first-class, United
20 States mail. The Class Notice shall also contain an easily understood statement alerting the Class
21 Members that, unless they elect to Opt-Out of the Class Settlement, the Settlement Class Member is
22 releasing and waiving all Released Claims against the Released Parties.

23 The Class Notice will inform Settlement Class Members of his/her estimated share of the
24 settlement and the number of pay periods he/she worked during the Class Period. Class Members may
25 dispute their weeks worked if they believe they worked more weeks in the Class Period than
26 Defendant's records show by submitting information to the Settlement Administrator no later than 30
27 days after being mailed the Class Notice and Share Form by the Settlement Administrator, which is the
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1 defined Response Deadline. The Settlement Administrator will jointly work with Plaintiff and
2 Defendant to resolve the dispute in good faith. If Plaintiff and Defendant cannot agree over the pay
3 periods to be credited, the Settlement Administrator shall make the final decision based on the
4 information presented by the Settlement Class Member and Defendant.

5 **3. Opt-Out Procedure.** Settlement Class Members who do not timely Opt-Out of the
6 Class Settlement will be deemed to participate in the Class Settlement and shall become a Class
7 Participant without having to submit a claim form or take any other action. In order to Opt-Out of the
8 Class Settlement, the Settlement Class Member must submit an Opt-Out request or postcard to the
9 Settlement Administrator by the Response Deadline. The Opt-Out request must state the Settlement
10 Class Member's name, address, telephone number, and signature. The Opt-Out request should state to
11 the effect of: "I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE LOPEZ V.
12 RTS HOLDINGS, LLC DBA ROADONE INTERMODALOGISTICS, ET AL LAWSUIT. I
13 UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL
14 NOT RECEIVE ANY MONEY FROM THE CLASS SETTLEMENT OF THIS LAWSUIT AND
15 WILL NOT BE RELEASING ANY CLAIMS I MIGHT HAVE." Any Opt-Out request that is not
16 postmarked by the Response Deadline will be invalid. In the event that, prior to the Response Deadline,
17 any Class Notice mailed to a Settlement Class Member is returned as having been undelivered by the
18 U.S. Postal Service, the Settlement Administrator shall perform a skip trace search and seek an address
19 correction for such Settlement Class Member(s), and a second Class Notice will be sent to any new or
20 different address obtained. Such Settlement Class Member(s) shall have an additional 14 days in which
21 to Opt-Out.

22 It will be presumed that, if an envelope containing the Class Notice has not been returned within
23 28 days of the mailing, the Settlement Class Member received the Class Notice. At least 30 days prior
24 to the Final Approval and Fairness Hearing, the Settlement Administrator shall provide Class Counsel
25 and Defense Counsel with a Declaration of Due Diligence and Proof of Mailing with regard to the
26 mailing of the Class Notice and its attempts to locate Class Members. The declaration shall specify the
27 number of Settlement Class Members to whom Class Notices were sent and the number of Settlement
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1 Class Members to whom Class Notices were not delivered, as well as information relating to the number
2 of Opt-Outs and objectors. Class Counsel shall file this declaration with the Court.

3 If the Settlement Administrator determines that an Opt-Out request returned by a Settlement
4 Class Member before the Response Deadline is deficient, then the Settlement Administrator shall mail a
5 deficiency letter to that Settlement Class Member identifying the problem. If a Settlement Class Member
6 submits both a dispute and an Opt-Out request, the Settlement Administrator shall make reasonable
7 attempts to clarify as if the Opt-Out request were deficient. If the Class Member fails to cure the
8 deficiency, the Opt-Out request shall be disregarded and the claim will be paid, and the Class Member
9 will become bound by the judgment.

10 Those Settlement Class Members who do not timely Opt-Out will be bound by the Release of
11 Released Claims set forth in Section I, Paragraph 29 of this Stipulation.

12 **4. Objections.** The Class Notice shall inform the Settlement Class Members of their right
13 to object to the Class Settlement. Any Settlement Class Member who wishes to object to the Class
14 Settlement must submit a written objection to the Settlement Administrator no later than the Response
15 Deadline. The objection must include the case name and number and must set forth, in clear and concise
16 terms, a statement of the reasons why the objector believes that the Court should find that the proposed
17 Class Settlement is not in the best interest of the Settlement Class and the reasons why the Class
18 Settlement should not be approved, including the legal and factual arguments supporting the objection.
19 If an objector also wishes to appear at the Final Approval and Fairness Hearing, in person or through an
20 attorney, he or she *must also* file a notice of intention to appear at the same time as the objection is filed.
21 The Settlement Administrator will promptly serve copies of any objection or notice of intention to
22 appear on Class Counsel and Defense Counsel. Unless otherwise ordered by the Court, Settlement Class
23 Members shall not be entitled to appear and/or object at the Final Approval Hearing unless they have
24 submitted a timely written objection and notice of intention to appear pursuant to this Section.
25 Settlement Class Members who have properly and timely submitted objections may appear at the Final
26 Approval Hearing, either in person or through a lawyer retained at their own expense.

27 **VII. CLASS SETTLEMENT FUNDING AND DISTRIBUTION**

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1 **1. Allocation of the Gross Settlement Amount.** The claims of all Settlement Class
2 Members are settled for the Gross Settlement Amount of \$397,000.00, which will be allocated as
3 follows:

- 4 a. The Administrative Expenses, not to exceed \$12,000.00;
- 5 b. The Class Attorney Fees and Expenses not to exceed \$132,333.33 in fees and expenses
6 not to exceed \$14,000.00;
- 7 c. The Incentive Award, not to exceed \$6,500.00
- 8 d. PAGA Payment of \$5,000.00, of which \$3,750.00 shall be paid to the LWDA.

9 For purposes of calculating the estimated Individual Settlement Amounts, the Settlement Administrator
10 shall calculate the estimated Net Settlement Amount based on the estimated values in Section 1(a-d)
11 prior to sending Notice to the Settlement Class Members. Prior to final distribution, the Settlement
12 Administrator shall calculate the final Net Settlement Amount based on the actual values in Section 1 (a-
13 d).

14 **2. Calculation of the Individual Settlement Amounts.** Individual Settlement Amounts to
15 be paid to Class Participants shall be paid from the Net Settlement Amount. The portion of the Net
16 Settlement Amount payable to each Class Participant will be calculated as follows:

17 The Settlement Administrator shall divide the Net Settlement Amount by the total number of
18 workweeks Settlement Class Members were engaged as a truck driver by Defendant during the Class
19 Period, in order to determine the amount each Settlement Class Member is entitled to for each
20 workweek s/he was engaged as a truck driver by Defendant (the "Weekly Amount"). The Settlement
21 Administrator will multiply the Weekly Amount by the total number of workweeks that each Settlement
22 Class Member was engaged as a truck driver by Defendant to arrive at the Individual Settlement
23 Amount for that Class Member. Defendant will provide the Settlement Administrator with any
24 information reasonably necessary to perform the calculation of number of pay periods for each
25 Settlement Class Member, and any other reasonably required information the Settlement Administrator
26 requests to perform the calculations required under this Settlement Agreement. Defendant shall have no
27 responsibility for deciding the validity of the Individual Settlement Amounts or any other payments
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1 made pursuant to this Stipulation. Plaintiff and Class Participants represent and understand that they
2 shall be solely responsible for any and all tax obligation associated with their respective Individual
3 Settlement Amounts and Incentive Awards.

4 **3. Time for Payment of Attorney Fees and Expenses to Class Counsel.** The Settlement
5 Administrator shall distribute to Class Counsel any attorney fees and expenses approved by the Court to
6 Class Counsel within 10 days of the Effective Date.

7 **4. Time for Payment of Incentive Award to Class Representative.** The Settlement
8 Administrator shall distribute to Plaintiff the Incentive Award approved by the Court within 10 days of
9 the Effective Date.

10 **5. Time for Payment of PAGA Payment to the LWDA.** The Settlement Administrator
11 shall distribute to the LWDA the portion of the PAGA Payment due to it and approved by the Court
12 within 10 days of the Effective Date.

13 **6. Time for Payment of Individual Settlement Amounts.** The Settlement Administrator
14 shall make every effort to mail the Individual Settlement Amount to each Class Participant, by first-class
15 U.S. mail, to the last-known address within 10 days of the Effective Date. If the Settlement
16 Administrator is not able to do so within the time period set forth above, it shall so inform Class Counsel
17 and Defense Counsel and provide an approximate date by which the Individual Settlement Amounts will
18 be mailed. Under no circumstances shall the Settlement Administrator distribute checks to Class
19 Participants until all Individual Settlement Amounts have been considered, calculated, and accounted
20 for, and the all of the remaining monetary obligations have been calculated and accounted for. Within
21 120 days of the Effective Date, the Settlement Administrator shall file with the Court and provide to
22 Class Counsel a declaration of payment. In the event that any Class Participant is deceased, payment
23 shall be made payable to the estate of that Settlement Class Member and delivered to the executor or
24 administrator of that estate, unless the Settlement Administrator has received an affidavit or declaration
25 pursuant to Cal. Probate Code § 13101, in which case payment shall be made to the affiant(s) or
26 declarant(s).

27 **VIII. Non-Cashed Settlement Checks.** Class Participants shall have 180 days to cash their checks.
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1 Any funds associated with uncashed checks shall be sent to a *cy pres* to be agreed upon by the Parties in
2 accordance with California Code of Civil Procedure section 384.

3 **IX. NULLIFICATION OF THIS STIPULATION**

4 1. **Non-Approval of the Stipulation.** If (a) the Court should for any reason fail to approve
5 this Stipulation in the form agreed to by the Parties, or (b) the Court should for any reason fail to enter a
6 judgment with prejudice of the Action, or (c) the approval of the Class Settlement and judgment is
7 reversed, modified or declared or rendered void, then the Class Settlement and conditional class
8 certification shall be considered null and void, and neither the Class Settlement, conditional class
9 certification, nor any of the related negotiations or proceedings, shall be of any force or effect, and all
10 Parties to the Class Settlement shall stand in the same position, without prejudice, as if the Class
11 Settlement had been neither entered into nor filed with the Court. Notwithstanding the foregoing, the
12 Parties shall attempt in good faith to cure any perceived defects in the Stipulation to facilitate court
13 approval.

14 2. **Escalator Provision.** In the event that the class list contains 10 more than 101 Class
15 Members, then the Gross Settlement Value shall be increased proportionately for each additional Class
16 Member over 111.

17 3. **Invalidation.** Invalidation of any material portion of the Class Settlement shall
18 invalidate the Class Settlement in its entirety, unless the Parties shall subsequently agree in writing that
19 the remaining provisions of the Class Settlement are to remain in full force and effect.

20 4. **Stay Upon Appeal.** In the event of a timely appeal from the approval of the Class
21 Settlement and judgment, the judgment shall be stayed, and Defendant shall not be obligated to fund the
22 Gross Settlement Amount or take any other actions required by this Stipulation until all appeal rights
23 have been exhausted by operation of law.

24 **X. MOTION FOR COURT APPROVAL**

25 1. **Preliminary Approval.** Class Counsel will submit this Stipulation to the Court along
26 with a Motion for Preliminary Approval of the Class Settlement. Each party shall cooperate to present
27 the Class Settlement to the Court for preliminary approval in a timely fashion. The Court's preliminary
28 approval of the Class Settlement shall be embodied in an order substantially in the form attached hereto

1 as **Exhibit 3.**

2 **2. Final Approval.** The Final Approval and Fairness Hearing shall be held before the
3 Court. At the Final Approval and Fairness Hearing, Plaintiff shall move the Court for the entry of the
4 final order certifying the Class for settlement purposes only and approving the Class Settlement as being
5 fair, reasonable and adequate to the Class Participants within the meaning of California Rules of Court,
6 Rule 3.769(c), (d) and (e) and for the entry of a final judgment of the Action consistent with the terms of
7 the Class Settlement and California Rule of Court 3.769(h). Class Counsel shall submit to the Court
8 such pleadings and/or evidence as may be required for the Court's determination.

9 **XI. RELEASES AND WAIVERS**

10 **1. Release of Claims by Settlement Class.** Upon the Effective Date, each Settlement
11 Class Member who has not submitted a timely Opt-Out request, and Plaintiff, each releases the
12 Released Parties, and each of them, of and from any and all Released Claims during the Class Period.

13 It is the desire of the Parties and the Settlement Class Members to fully, finally, and forever
14 settle, compromise, and discharge the Released Claims.

15 Each Settlement Class Member, except those who timely Opt-Out, will be bound to the release
16 of Released Claims as a result of the Class Settlement and to the terms of the final judgment and the
17 satisfaction of such judgment.

18 Settlement Class Members who do not opt out will be deemed to have acknowledged and agreed
19 that their claims for wages and/or penalties in the Action are disputed, and that their Individual
20 Settlement Amount constitute payment of all sums allegedly due to them. Class Members will be
21 deemed to have acknowledged and agreed that California Labor Code Section 206.5 is not applicable to
22 the Individual Settlement Amount. That section provides in pertinent part as follows:

23 **“An employer shall not require the execution of a release of a claim or
24 right on account of wages due, or to become due, or made as an
25 advance on wages to be earned, unless payment of those wages has
been made.”**

26 **2. Release of Claims by Plaintiff.** Plaintiff, on behalf of himself and his heirs, executors,
27 administrators, and representatives, shall and does hereby forever release, discharge and agree to hold
28 harmless the Released Parties from any and all charges, complaints, claims, liabilities, obligations,

1 promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs,
2 losses, debts and expenses (including attorney fees and costs), known or unknown, at law or in equity,
3 which he may now have or may have after the signing of this Stipulation, arising out of or in any way
4 connected with his employment with Defendant including, the Released Claims, claims that were
5 asserted or could have been asserted in the Complaint, and any and all transactions, occurrences, or
6 matters between the Parties occurring prior to the date this Stipulation is fully executed. Without
7 limiting the generality of the foregoing, this release shall include, but not be limited to, any and all
8 claims under the (a) Americans With Disabilities Act, as amended; (b) Title VII of the Civil Rights Act
9 of 1964, as amended; (c) the Civil Rights Act of 1991; (d) 42 U.S.C. § 1981, as amended; (e) the Age
10 Discrimination in Employment Act, as amended; (f) the Fair Labor Standards Act, as amended; (g) the
11 Equal Pay Act; (h) the Employee Retirement Income Security Act, as amended; (i) the Consolidated
12 Omnibus Budget Reconciliation Act; (j) the Rehabilitation Act of 1973; (k) the Family and Medical
13 Leave Act; (l) the Civil Rights Act of 1966; (m) the California Fair Employment and Housing Act; (n)
14 the California Constitution; (o) the California Labor Code; (p) the California Government Code; (q) the
15 California Civil Code; and (r) any and all other federal, state and local statutes, ordinances, regulations,
16 rules and other laws, and any and all claims based on constitutional, statutory, common law or
17 regulatory grounds as well as any other claims based on theories of wrongful or constructive discharge,
18 breach of contract or implied contract, fraud, misrepresentation, promissory estoppel or intentional
19 and/or negligent infliction of emotional distress, or damages under any other federal, state or local
20 statutes, ordinances, regulations, rules or laws. This release is for any and all relief, no matter how
21 denominated, including, but not limited to, back pay, front pay, vacation pay, bonuses, compensatory
22 damages, tortious damages, liquidated damages, punitive damages, civil penalties, damages for pain and
23 suffering, and attorney fees and costs, and Plaintiff hereby forever releases, discharges and agrees to
24 hold harmless Defendant and the Released Parties from any and all claims for attorney fees and costs
25 arising out of the matters released in this Stipulation.

26 Plaintiff specifically acknowledges that he is aware of and familiar with the provisions of Section
27 1542, which provides as follows:
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1 **A general release does not extend to claims which the creditor does**
2 **not know or suspect to exist in his or her favor at the time of executing**
3 **the release, which if known by him or her must have materially**
4 **affected his or her settlement with the debtor.**

5 Plaintiff, being aware of Section 1542, hereby expressly waives and relinquishes all rights and benefits
6 he may have under Section 1542 as well as any other statutes or common law principles of a similar
7 effect. Plaintiff may hereafter discover facts in addition to or different from those which he now knows
8 or believes to be true with respect to the subject matter of all the claims referenced herein, but stipulates
9 and agrees that, upon the Effective Date, Plaintiff shall and hereby does fully, finally and forever settle
10 and release any and all claims against the Released Parties, known or unknown, suspected or
11 unsuspected, contingent or non-contingent, that were asserted or could have been asserted upon any
12 theory of law or equity without regard to the subsequent discovery of existence of such different or
13 additional facts.

12 **XII. DUTIES OF THE PARTIES**

13 **1. Mutual Full Cooperation.** The Parties agree to cooperate fully with one another to
14 accomplish and implement the terms of this Stipulation. Such cooperation shall include, but not be
15 limited to, execution of such other documents and the taking of such other actions as may reasonably be
16 necessary to fulfill the terms of this Class Settlement. The Parties shall use their best efforts, including
17 all efforts contemplated by this Stipulation and any other efforts that may become necessary by court
18 order or otherwise, to effectuate this Stipulation and the terms set forth herein. As soon as practicable
19 after execution of this Stipulation, Class Counsel, with the cooperation of Defendant and Defense
20 Counsel, shall take all necessary and reasonable steps to secure the Court's final approval of this
21 Stipulation.

22 **2. Duty to Support and Defend the Class Settlement.** The Parties agree to abide by all
23 of the terms of the Class Settlement in good faith and to support the Class Settlement fully and to use
24 their best efforts to defend this Class Settlement from any legal challenge, whether by appeal or
25 collateral attack.

26 **3. Duties Prior to Court Approval.** Class Counsel shall promptly submit this Stipulation
27 to the Court for preliminary approval and determination by the Court as to its fairness, adequacy, and
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1 reasonableness. Promptly upon execution of this Stipulation, Class Counsel shall apply to the Court for
2 the entry of a preliminary order substantially in the form filed concurrently herewith as **Exhibit 3**,
3 scheduling a hearing on the question of whether the proposed Class Settlement should be approved as
4 fair, reasonable, and adequate as to the Settlement Class Members, approving as to form and content the
5 proposed Class Notice and Share Form attached hereto as **Exhibit 1** and **Exhibit 2**, respectively, and
6 directing the mailing of the Class Notice to Settlement Class Members. Defendant reserves its right to
7 object to facts or assertions made in the moving papers.

8 **XIII. MISCELLANEOUS PROVISIONS**

9 **1. Voiding the Stipulation.** Pending Court approval and other than as provided in Section
10 VIII herein, if any of the conditions set forth in this Stipulation are not met and satisfied, this Stipulation
11 shall, at the option of either Plaintiff or Defendant, be ineffective, void, and of no further force and
12 effect, and shall not be used or be admissible in any subsequent proceeding, either in this Court or in any
13 other court or forum.

14 **2. Different Facts.** The Parties hereto, and each of them, acknowledge that, except for
15 matters expressly represented herein, the facts in relation to the dispute and all claims released by the
16 terms of this Stipulation may turn out to be other than or different from the facts now known by each
17 party and/or its counsel, or believed by such Party or counsel to be true, and each Party therefore
18 expressly assumes the risk of the existence of different or presently unknown facts, and agrees that this
19 Stipulation shall be in all respects effective and binding despite such difference.

20 **3. No Prior Assignments.** The Parties represent, covenant, and warrant that they have not
21 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to
22 any person or entity any portion of any liability, claim, demand, action, cause of action, or right herein
23 released and discharged except as set forth herein.

24 **4. Non-Admission.** Nothing in this Stipulation shall be construed as or deemed to be an
25 admission by any Party of any liability, culpability, negligence, or wrongdoing toward any other Party,
26 or any other person, and the Parties specifically disclaim any liability, culpability, negligence, or
27 wrongdoing toward the each other or any other person. Each of the Parties has entered into this
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1 Stipulation with the intention to avoid further disputes and litigation with the attendant inconvenience,
2 expenses, and contingencies. Nothing herein shall constitute any admission by Defendant of
3 wrongdoing or liability, or of the truth of any factual allegations in the Action. Nothing herein shall
4 constitute any admission by Defendant regarding the merits of the Claims in this Action, including but
5 not limited to claims for unpaid wages under California and/or federal law. Nothing herein shall
6 constitute an admission by Defendant that the Action was properly brought as a class or representative
7 action other than for settlement purposes. To the contrary, Defendant has denied and continues to deny
8 each and every material factual allegation and all Claims. To this end, the Class Settlement of the
9 Action, the negotiation and execution of this Stipulation, and all acts performed or documents executed
10 pursuant to or in furtherance of this Stipulation or the Class Settlement are not, shall not be deemed to
11 be, and may not be used as, an admission or evidence of any wrongdoing or liability on the part of
12 Defendant or of the truth of any of the factual allegations in the Complaint in the Action; and are not,
13 shall not be deemed to be, and may not be used as, an admission or evidence of any fault or omission on
14 the part of Defendant in any civil, criminal or administrative proceeding in any court, administrative
15 agency or other tribunal.

16 **5. Media or Press.** Plaintiff and Defendant, and their respective counsel, recognize, and
17 accept that the Parties to this Stipulation desire that the terms of this Stipulation, the fact of the Class
18 Settlement embodied in this Stipulation, the disposition of the Action, the Action, and all matters
19 relating to the litigation of the Action, including discovery proceedings therein, and evidence obtained
20 during the course of the Action, shall not be discussed with or presented to the media or press.

21 **6. Non-Retaliation.** Defendant understands and acknowledges that it has a legal
22 obligation not to retaliate against any Settlement Class Member who elects to participate in the Class
23 Settlement or elects to Opt-Out of the Class Settlement. Defendant will refer any inquiries regarding
24 this Class Settlement to the Settlement Administrator or Class Counsel and will not discourage
25 Settlement Class Members who are drivers, directly or indirectly, from making claims, opting out or
26 objecting to the Class Settlement.

27 **7. Construction.** The Parties hereto agree that the terms and conditions of this Stipulation
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1 are the result of lengthy, intensive, arms-length non-collusive negotiations between the Parties and that
2 this Stipulation is not to be construed in favor of or against any party by reason of the extent to which
3 any party or its counsel participated in the drafting of this Stipulation. If any of the dates in the
4 Stipulation fall on a weekend, bank or court holiday, the time to act shall be extended to the next
5 business day.

6 **8. Governing Law.** This Stipulation is intended to and shall be governed by the laws of
7 the State of California, without regard to conflict of law principles, in all respects, including execution,
8 interpretation, performance, and enforcement.

9 **9. Notices.** Except for Settlement Class Member notices required to be made by the
10 Settlement Administrator, any and all notices or other communications required or permitted under this
11 Stipulation shall be in writing and shall be sufficiently given if delivered in person to the party or their
12 counsel by U.S. certified mail, postage prepaid, e-mail, facsimile, or overnight delivery addressed to the
13 address of the party appearing in this Stipulation.

14 **10. Captions and Interpretations.** Section titles or captions contained herein are inserted
15 as a matter of convenience and for reference only and in no way define, limit, extend, or describe the
16 scope of this Stipulation or any provision thereof.

17 **11. Modification.** This Stipulation may not be changed, altered, or modified, except in
18 writing signed by the Parties and approved by the Court. This Stipulation may not be discharged except
19 by performance in accordance with its terms or by a writing signed by the Parties.

20 **12. Integration Clause.** This Stipulation contains the entire agreement between the Parties
21 relating to the Class Settlement of the Action and the transactions contemplated thereby, and all prior or
22 contemporaneous agreements, understandings, representations, and statements, whether oral or written,
23 and whether by a party or such party's legal counsel, are hereby superseded. No rights under this
24 Stipulation may be waived except in writing as provided above.

25 **13. Successors and Assigns.** This Stipulation shall be binding upon and inure to the benefit
26 of the Parties and Settlement Class Members (excluding only persons who timely Opt-Out) and their
27 respective present and former heirs, trustees, executors, administrators, representatives, officers,
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1 directors, shareholders, agents, employees, insurers, attorneys, accountants, auditors, advisors,
2 consultants, pension and welfare benefit plans, fiduciaries, parent companies, subsidiaries, affiliates,
3 related companies, joint ventures, predecessors, successors, and assigns.

4 **14. Corporate Signatories.** Any person executing this Stipulation or any such related
5 document on behalf of a corporate signatory or on behalf of a partnership hereby warrants and promises,
6 for the benefit of all Parties hereto, that such person has been duly authorized by such corporation or
7 partnership to execute this Stipulation or any such related document.

8 **15. Execution in Counterparts.** This Stipulation shall become effective upon its execution
9 by all of the undersigned. The Parties may execute this Stipulation in counterparts, and execution of
10 counterparts shall have the same force and effect as if all Settling Parties had signed the same
11 instrument.

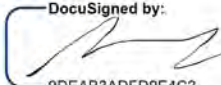
12 **16. Attorney Fees, Costs and Expenses.** Except as otherwise specifically provided for
13 herein, each party shall bear his or its own attorney fees, costs and expenses, taxable or otherwise,
14 incurred by them in or arising out of the Action and shall not seek reimbursement thereof from any other
15 party to this Stipulation.

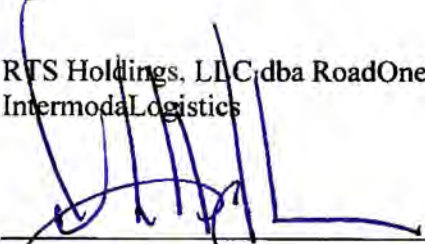
16 **17. Action to Enforce Agreement.** In any suit or court action to enforce the terms of this
17 Agreement, the prevailing party shall be entitled to recover his or its attorney fees and costs.

18 **IN WITNESS WHEREOF,** the Parties and their counsel have executed this Stipulation on the
19 date below their signatures or the signature of their representatives. The date of the Stipulation shall be
20 the date of the latest signature.

21 Juan Cazares Lopez

RTS Holdings, LLC dba RoadOne
Intermodal Logistics

22
23 DocuSigned by:
24 
9DEAB3ADF9E4C2...


25 Printed: DAVID M. McLOUGHLIN
26 Title: COO / CFO
27 Dated: 3-16-20

28 Dated: 3/17/2020

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APPROVED AS TO FORM AND CONTENT

MELMED LAW GROUP P.C.

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