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Attorneys for Plaintiff
 JOSE MARIO MENDOZA

UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA

JOSE MARIO MENDOZA,

Plaintiff,

vs.

TRANS VALLEY TRANSPORT et al,

Defendants.

Case No. 22-cv-07164 TLT

**STIPULATION REGARDING CLASS
 ACTION SETTLEMENT AND RELEASE OF
 CLAIMS**

And Related Cross-Action

Plaintiff Jose Mario Mendoza (“Plaintiff”) and defendants Trans Valley Transport (“TVT”) and FTU Labor Contractors, Inc. (“FTU”) (collectively “Defendants”) enter into the following Stipulation Regarding Class Action Settlement and Release of Claims.

STIPULATION

A. DEFINITIONS

1. “Action” means the civil action pending in the United States District Court, Northern District of California, titled *Jose Mario Mendoza v. Trans Valley Transport et al*, Case No. 22-cv-07164 TLT.

2. "Class Counsel" means Santos Gomez with the Law Offices of Santos Gomez and Gregory N. Karasik with Karasik Law Firm.

3. "Class" and "Class Members" mean all persons who worked as truck drivers for Trans Valley Transport and/or FTU Labor Contractors, Inc. at any time between May 26, 2011 and February 28, 2015 who did not enter into arbitration agreements.

4. "Class Representative" and "Plaintiff" means Jose Mario Mendoza.

5. "Court" means the United States District Court, Northern District of California.

6. "Defendants" mean Trans Valley Transport and FTU Labor Contractors, Inc.

7. The "Effective Date" means the latest of the following: (a) if no Class Member makes an objection to the Settlement, the date the Court grants final approval to the Settlement; (b) if a Class Member objects to the Settlement, the later of: (i) the date the Court grants final approval to the Settlement if the objection is dismissed or withdrawn prior thereto; (ii) the date for seeking appellate review of the Court's final approval of the Settlement has passed without a timely request for review; (iii) a Class Member's appeal from the Court's final approval of the Settlement has been voluntarily dismissed; or (iv) the Ninth Circuit Court of Appeals or the United States Supreme Court has rendered a final judgment on a Class Member's appeal affirming the Court's final approval of the Settlement without material modification.

8. Plaintiff's "Fees Motion" means the motion for an award of attorney's fees, costs and a Service Payment to be made by Plaintiff in connection with Plaintiff's motion for final approval of the Settlement.

9. "Gross Settlement Amount" means the amount of Seven Hundred Thousand Dollars (\$700,000) to be paid by Defendants pursuant to this Settlement for the following: 1) up to \$10,000 for the cost of settlement administration; 2) the amount of attorney's fees and litigation costs awarded to Class Counsel; 3) the amount of Service Payment awarded to Plaintiff; and 4) settlement benefits to class members who do not exclude themselves from the Settlement. The Gross Settlement Amount does not include the employer's share of payroll taxes on the portion of settlement payments from the

1 Net Settlement Amount allocated to wages, which Defendants shall pay separately from the Gross
2 Settlement Amount.

3 10. "Net Settlement Amount" means the portion of the Gross Settlement Amount remaining
4 after deductions are made for the cost of settlement administration, the amount of attorney's fees and
5 litigation costs awarded to Class Counsel, and the amount of Service Payment awarded to Plaintiff.

6 11. "Notice" means the Notice of Class Action Settlement, substantially in the form
7 attached as Exhibit A, to be mailed out by the Settlement Administrator to Class Members.

8 12. "Parties" means Plaintiff and Defendants.

9 13. "Release Period" and "Class Period" mean the period from May 26, 2011 to February
10 28, 2015.

11 14. "Settlement" or "Agreement" means this Stipulation Regarding Class Action Settlement
12 and Release of Claims.

13 15. "Settlement Administrator" means Atticus Administration who, for a fee of up to
14 \$10,000 will: (i) conduct address traces to locate Class Members as necessary; (ii) prepare and mail the
15 Notice of Class Action Settlement; (iii) track requests for exclusion; (iv) respond to Class Member
16 inquiries; (v) distribute all payments required by the Settlement; (vi) make tax reports in connection
17 with the Settlement; and (vii) perform any other duties necessary for administration of the Settlement.

18 **B. RECITALS**

19 1. Plaintiff filed a Complaint against TVT in state court on May 26, 2015 and Plaintiff
20 filed a First Amended Complaint in state court (which added FTU as a defendant) in September 2015.
21 In his First Amended complaint, Plaintiff asserts class action claims on behalf of persons who worked
22 for Defendants as truck drivers ("Truck Drivers") for Failure to Pay Minimum Wages, Failure to
23 Provide Rest Periods, Failure to Provide Meal Periods, Unfair Competition, Failure to Provide
24 Accurate Wage Statements, and Failure to Pay All Wages Owed Upon Termination. Plaintiff
25 principally contends that Truck Drivers were not paid wages, separately from "trip pay," for all the
26 time they spent engaged in non-driving activities, such as fueling, loading, unloading, and inspecting
27 vehicles. Plaintiff also asserted in the First Amended Complaint that Truck Drivers were not provided
28

1 with meal periods or rest periods or paid premium wages owed for meal period or rest period
2 violations.

3 2. After responding to some preliminary interrogatories and document requests
4 propounded by Plaintiff, Defendants filed an initial motion to compel arbitration based on an
5 arbitration policy contained in FTU's handbook which the trial court denied without prejudice on
6 November 22, 2016. The trial court denied with prejudice on January 3, 2017 a second motion to
7 compel arbitration filed by Defendants. More than five years later, the court of appeal upheld the trial
8 court's decision in the published decision *Mendoza v. Trans Valley Transport* (2022) 75 Cal.App.5th
9 748. The court of appeal held that the arbitration policy in FTU's handbook did not create a binding
10 agreement to arbitrate.

11 3. After the court of appeal decision, the parties agreed to participate in a mediation before
12 Lisa Klerman that was held on September 23, 2022. Before the mediation, the parties engaged in a
13 substantial amount of discovery, including interrogatories and document requests propounded and
14 responded to by both parties and the taking of Plaintiff's deposition by Defendants. In connection with
15 their discovery responses, Defendants produced to Plaintiff nearly 1,000 pages of documents.
16 Defendants also provided Plaintiff, informally for the purposes of mediation, a substantial amount of
17 information that enabled Plaintiff's Counsel to calculate Defendants' potential liability, including the
18 number of putative class members who had not signed arbitration agreements, the number of putative
19 class members who had signed arbitration agreements, and the number of workweeks worked by
20 putative class members.

21 4. The mediation on September 23, 2023 did not result in a settlement. After the
22 unsuccessful mediation, Plaintiff propounded additional written discovery, including interrogatories
23 and requests for admissions. On November 15, 2022, before their responses to discovery was due,
24 Defendants removed the case to federal court on the grounds of diversity jurisdiction under the Class
25 Action Fairness Act. Defendants subsequently served their responses to the additional written
26 discovery propounded by Plaintiff shortly before removal.

1 5. After the case was removed to federal court, the Parties agreed to have a settlement
2 conference before the Honorable Magistrate Judge Virginia K. DeMarchi, which was scheduled for
3 May 12, 2023. Prior to the settlement conference, Plaintiff agreed to dismiss his claims that
4 Defendants failed to provide Truck Drivers with meal periods or rest periods in light of recent 9th
5 Circuit authority holding that the FMCSA's determination, that federal law preempts California meal
6 and rest period laws with respect to truck drivers engaged in interstate commerce, applies retroactively.

7 6. At the settlement conference on May 12, 2023, the Parties exchanged proposals and
8 counterproposals during arms-length bargaining that lasted a full day without reaching agreement on
9 the terms of a settlement. However, because the Parties had made substantial progress towards a
10 settlement, they agreed to another half day for a settlement conference with Judge DeMarchi that was
11 scheduled for May 17, 2023. At the settlement conference on May 17, 2023, the Parties ultimately
12 reached agreement on the material terms of a class action settlement. Thereafter, the Parties prepared
13 formal settlement documents that, after negotiation of various settlement details, culminated in the
14 execution of this Agreement.

15 7. Class Counsel have conducted a thorough investigation into the facts of this case,
16 including the review of relevant documents obtained from Defendants through formal discovery and
17 researching the applicable law and Defendants' potential defenses. Class Counsel also reviewed
18 information provided by Defendants' counsel in connection with mediation that enabled Class Counsel
19 to calculate Defendants' potential liability. Based on their investigation and evaluation, Class Counsel
20 are of the opinion that the Settlement is fair, reasonable, and adequate, and that approval of the
21 Settlement would be in the best interests of the Class Members considering all known facts and
22 circumstances, including Defendants' defenses and financial condition. Defendants agree that the
23 Settlement is fair, reasonable and adequate and meets all the requirements for approval by the Court.

24 8. The Parties agree that stipulation to this Agreement is for settlement purposes only and
25 if, for any reason, the Agreement is not approved, the Agreement will be of no force or effect. In such
26 event, nothing in the Agreement shall be used or construed by or against any party as a determination,
27 admission, or concession of any issue of law or fact in the Action; and the Parties do not waive, and
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1 instead expressly reserve, their respective rights with respect to the prosecution and defense of this
2 Action as if this Agreement never existed.

3 **C. TERMS OF SETTLEMENT**

4 1. Gross Settlement Amount: Defendants shall pay the Gross Settlement Amount of Seven
5 Hundred Thousand Dollars (\$700,000) to pay for the following: 1) up to \$10,000 for the cost of
6 settlement administration; 2) the amount of attorney's fees and litigation costs awarded to Class
7 Counsel; 3) the amount of Service Payment awarded to Plaintiff; and the 4) settlement benefits to Class
8 Members who do not exclude themselves from the Settlement. The Gross Settlement Amount does not
9 include the employer's share of payroll taxes on the portion of settlement payments from the Net
10 Settlement Amount allocated to wages, which Defendants shall pay separately from the Gross
11 Settlement Amount.

12 2. Attorney's Fees, Expenses and Costs: Defendants will not oppose Class Counsel's
13 application to the Court for an award of up to Two Hundred Thirty-Three Thousand and Thirty-Three
14 Cents (\$233,333.33) in attorney's fees (33 1/3% of the Gross Settlement Amount), or for an award of
15 up to Fifteen Thousand Dollars (\$15,000) for litigation costs and expenses, to compensate Class
16 Counsel for the work already performed in this case and all work remaining to be performed in
17 documenting the Settlement, securing Court approval of the Settlement, and ensuring that the
18 Settlement is fairly administered and implemented. The Settlement Administrator will issue to Class
19 Counsel a Form 1099 with respect to their award of attorneys' fees and costs.

20 3. Service Payment to Class Representative: Defendants will not oppose the request of
21 Plaintiff for an award of up to Seven Thousand Five Hundred Dollars (\$7,500) for his service as Class
22 Representative ("Service Payment") in addition to any payment he may otherwise receive as a Class
23 Member. The Settlement Administrator will issue to Plaintiff a Form 1099 for his Service Payment.

24 4. Distribution to Class Members: The Net Settlement Amount shall be distributed as
25 follows: each Class Member who does not request exclusion from the Settlement will receive a pro rata
26 share of the Net Settlement Amount based on the number of workweeks worked for Defendants during
27 the Class Period.
28

1 5. Non-Reversionary; Cy Pres: The settlement is completely non-reversionary and the
 2 entire Net Settlement Amount shall be distributed to Class Members who do not exclude themselves
 3 from the Settlement. In the event settlement checks issued to Class Members are not cashed or
 4 deposited within 90 days after mailing, the checks shall become null and void and any funds remaining
 5 from such uncashed checks shall be donated to the cy pres beneficiary California Rural Legal
 6 Assistance, Inc.

7 6. Tax Allocation of Class Member Distributions: The Parties agree that 20% of the
 8 settlement payments shall be allocated to wages. The Settlement Administrator shall be responsible for
 9 issuing Class Members who receive a portion of the Net Settlement Amount a Form W-2 with respect
 10 to the portion of settlement benefits allocated to wages and, to the extent required by law, a Form 1099
 11 with respect to the remaining portion of settlement benefits distributed.

12 7. Funding and Distribution Dates: Within 7 days after the Effective Date, the Settlement
 13 Administrator shall notify Defendants of the total amount of funds needed for making all payments
 14 required under the Settlement. The Settlement shall be funded in two installments. Defendants shall
 15 remit to the Settlement Administrator one half (50%) of the total amount of funds needed for making
 16 all payments required under the Settlement no later than June 1, 2024 and shall remit to the Settlement
 17 Administrator one half (50%) of the total amount of funds needed for making all payments required
 18 under the Settlement no later than December 1, 2024. The Settlement Administrator shall make pro-
 19 rata payments of the amounts required under the Settlement (i.e., one half of total amount) as soon as
 20 practicable after receipt of each installment of settlement funds from Defendants (but each distribution
 21 shall be made no later than 10 days after receipt of the settlement funds).

22 **D. NOTICE, EXCLUSION AND OBJECTION PROCEDURES**

23 1. Within fifteen (15) days following the Court's entry of an Order Granting Preliminary
 24 Approval of the Settlement, Defendants shall provide to the Settlement Administrator a database or
 25 spreadsheet listing the name, last known home address, and social security number for each Class
 26 Member (the "Class List"). The Class List shall indicate how many workweeks the Class Members
 27 worked for Defendants during the Class Period.
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1 2. Within ten (10) days after receiving the Class List from Defendants, the Settlement
2 Administrator shall send a Notice to each Class Member by first class mail in the form attached as
3 Exhibit A. The Notice shall be provided in both English and Spanish. The Settlement Administrator
4 shall provide a copy of the Class List, including each class member's estimated payment amount, to
5 Class Counsel to use to assist in the administration of the Settlement.

6 3. The Settlement Administrator shall use reasonable standard skip tracing devices as
7 necessary to verify the accuracy of all addresses before the initial mailing date to ensure that the Notice
8 is sent to all Class Members at the addresses most likely to result in immediate receipt of those
9 documents. With respect to any returned Notices, the Settlement Administrator shall use reasonable
10 diligence to obtain a current address and re-mail to such address.

11 4. Class Members shall have forty-five (45) days from the initial mailing of the Notice by
12 the Settlement Administrator to request exclusion from the Settlement by submitting a request in
13 writing to the Settlement Administrator, signed by the Class Member, to be excluded from the
14 Settlement. If disputes about the validity or timeliness of any request for exclusion arise, the Parties
15 shall meet and confer. If the Parties cannot resolve the dispute, the Court shall make a final and
16 binding determination as to whether the request for exclusion shall be deemed valid.

17 5. Class Members who submit a timely and valid request for exclusion will not be bound
18 by the release provisions of the Settlement and will not be entitled to receive any settlement benefits
19 under the Settlement.

20 6. Class Members shall have forty-five (45) days from the initial mailing of the Notice
21 Packet by the Settlement Administrator to submit any objections to the Settlement and advise of their
22 desire to appear at the Final Fairness Hearing. The Class Notice shall include specific instructions to
23 Class Members for submitting objections to the Settlement, which must be sent in writing to the
24 Settlement Administrator.

25 7. Class Members shall have as much time as directed by the Court from the initial
26 mailing of the Notice Packet by the Settlement Administrator to submit any objections to the motion
27 for an award of attorney's fees and costs to be submitted by Plaintiff in connection with Plaintiff's
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1 motion for final approval of the Settlement. The Class Notice shall include specific instructions to
 2 Class Members for reviewing Plaintiff's motion for an award of attorney's fees and costs in connection
 3 with final approval of the Settlement and submitting objections to Plaintiff's motion for an award of
 4 fees and costs, which must be sent in writing to the Settlement Administrator

5 **E. RELEASE OF CLAIMS**

6 1. Class Members' Released Claims: Each Class Member who does not submit a timely
 7 and valid request for exclusion shall, upon the Effective Date, be deemed to have released any and all
 8 claims against Defendants and any of their former and present parent, subsidiary, and affiliated
 9 corporations; their officers, directors, employees, partners, shareholders and agents; and any other
 10 successors, assigns, or legal representatives ("Released Parties"), from any and all claims, rights,
 11 demands, liabilities and causes of action under California law that Class Members have had, now have,
 12 or may have in the future against the Released Parties based on any acts or omissions occurring during
 13 the Release Period that were pled in the Complaint or First Amended Complaint in the Action or could
 14 have been pled based on the factual allegations in the Complaint or First Amended Complaint in the
 15 Action. To the extent based on facts alleged in Complaint or First Amended Complaint in the Action,
 16 this Release encompasses all claims for unpaid minimum wages, premium wages owed for meal period
 17 violations or rest period violations, civil penalties under Labor Code 226, statutory penalties under
 18 Labor Code 203, interest, costs and attorney's fees. This Release shall not include or prohibit the
 19 prosecution of any claims for civil penalties under Labor Code Section 2699.

20 2. Additional Attorney's Fees Released by Class Counsel: In consideration for an award
 21 of attorney's fees and costs in accordance with this Settlement, Class Counsel waive all claims to any
 22 further attorney's fees and costs in connection with the Action.

23 3. Release by Class Representative: In exchange for receipt of a Service Payment, Class
 24 Representative agrees to a general release of all claims, including a waiver of the protections provided
 25 in Civil Code § 1542, which provides:

26 A general release does not extend to claims which the creditor or releasing party does not
 27 know or suspect to exist in his or her favor at the time of executing the release, which if
 28

known by him or her, would have materially affected his or her settlement with the debtor or released party.

F. COURT APPROVAL

1. Plaintiff shall promptly move the Court for the entry of an Order Granting Preliminary Approval of the Settlement.

2. In accordance with the Court's Order Granting Preliminary Approval of the Settlement, Plaintiff, after the Settlement Administrator has mailed the Notice to Class Members and the time for Class Members to request exclusion from or make an objection to the Settlement has expired, shall move the Court for the entry of an Order Granting Final Approval of the Settlement.

3. In accordance with the Court's Order Granting Preliminary Approval of the Settlement, Plaintiff shall file a Fees Motion prior to the deadline for Class Members to request exclusion or make an objection to the Settlement so that Class Members may have a reasonable amount of time (as determined by the Court) to make an objection to Plaintiff's Fees Motion.

4. This Settlement shall not take effect until the Court has entered an order granting final approval of the Settlement and that order has become final after any objections to the Settlement or any appeals from the order granting final approval of the Settlement have been resolved. If for any reason this Settlement is materially modified on appeal, then this Settlement will become null and void, no payment under this Settlement will be made, and the Settlement shall not be used nor be admissible in any subsequent proceeding either in this Court or in any other Court or forum.

5. The Parties agree to waive appeals from the Court's order granting final approval of the Settlement with the following exceptions: (1) the Parties may appeal if the Court materially modifies the Settlement; and (2) Plaintiff may appeal if the Court awards attorney's fees, costs or a Service Payment in an amount less than requested by Plaintiff. Any appeal with respect to the amount of attorney's fees, costs or Service Payment shall not affect the finality of the Settlement in any other regard or delay the payment of settlement benefits to Class Members or the payment of administration costs to the Settlement Administrator.

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1 **G. MISCELLANEOUS**

2 1. The respective signatories to the Settlement represent that they are fully authorized to
3 enter into this Settlement and bind the respective Parties to its terms and conditions.

4 2. The Parties agree to cooperate fully with each other to accomplish the terms of this
5 Settlement, including but not limited to, execution of such documents and to take such other action as
6 may reasonably be necessary to implement the terms of the Settlement. The Parties shall use their best
7 efforts, including all efforts contemplated by this Settlement and any other efforts that may become
8 necessary by order of the Court, or otherwise, to effectuate the terms of this Settlement.

9 3. The Parties represent, covenant, and warrant that they have not directly or indirectly,
10 assigned, transferred, encumbered, or purported to assign, transfer or encumber to any person or entity
11 any portion of any liability, claim, demand, action, cause of action or right released and discharged in
12 this Settlement.

13 4. Nothing contained in this Settlement shall be construed or deemed an admission of
14 liability, culpability, negligence, or wrongdoing on the part of Defendants and Defendants deny any
15 such liability. Each of the Parties has entered into this Settlement with the intention to avoid further
16 disputes and litigation with the attendant inconvenience and expenses. This Settlement is a settlement
17 document and shall be inadmissible in evidence in any proceeding, except an action or proceeding to
18 approve, interpret, or enforce its terms.

19 5. This Settlement may be executed in counterparts, and when each party has signed at
20 least one such counterpart, each counterpart shall be deemed an original, and, when taken together with
21 other signed counterparts, shall constitute execution of the Settlement, which shall be binding upon and
22 effective as to all Parties.

23 6. Until the filing of a motion for preliminary approval, the terms of the Settlement shall
24 remain confidential and any remarks about this settlement shall be limited to a statement to the effect
25 that the parties have reached a settlement in principle subject to court approval. This confidentiality
26 clause extends to the parties' use of social media people often use to communicate during their daily
27 lives, such as Twitter, Facebook, My Space, blogs and the like. This confidentiality clause, however,
28

1 shall not operate to restrict the ability of Class Counsel to communicate with any Class Member about
2 the fact or terms of this Settlement.

3 **IT IS SO AGREED.**

4 **Plaintiff**

5
6 Dated: June 16, 2023


Jose Mario Mendoza

7
8 **Defendants**

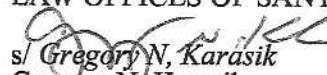
9 Dated: June 16, 2023

Eric Triolo
for Trans Valley Transport and
for FTU Labor Contractors, Inc.

12
13 **APPROVED AS TO FORM**

14
15 Dated: June 16, 2023

KARASIK LAW FIRM
LAW OFFICES OF SANTOS GOMEZ

16 By 
17 s/ Gregory N. Karasik
Gregory N. Karasik
Attorneys for Plaintiff

18
19 Dated: June __ 23, 2023

BROTHERS SMITH, LLP

20 By s/ Horace W. Green
Horace W. Green
Attorneys for Defendants

1 shall not operate to restrict the ability of Class Counsel to communicate with any Class Member about
2 the fact or terms of this Settlement.

3 **IT IS SO AGREED.**

4 **Plaintiff**

5 Dated: June __, 2023

6 _____
Jose Mario Mendoza

7 **Defendants**

8 Dated: June 16, 2023

9 _____
10 Eric Triolo
11 for Trans Valley Transport and
for FTU Labor Contractors, Inc.

12 **APPROVED AS TO FORM**

13 Dated: June __, 2023

14 KARASIK LAW FIRM
15 LAW OFFICES OF SANTOS GOMEZ

16 By s/ Gregory N. Karasik
17 Gregory N. Karasik
Attorneys for Plaintiff

18 Dated: June 19, 2023

19 BROTHERS SMITH, LLP
20 By _____
21 s/ Horace W. Green
Horace W. Green
Attorneys for Defendants

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Jose Mario Mendoza v. Trans Valley Transport et al.

United States District Court, Northern District of California, Case No. 22-cv-07164 TLT

This Notice provides important information about a proposed settlement (the “Settlement”) in the above-referenced class action lawsuit (the “Lawsuit”) brought by Jose Mario Mendoza (“Plaintiff”) against Trans Valley Transport and FTU Labor Contractors, Inc. (“Defendants”) and your rights to participate in or exclude yourself from the Settlement.

A. Summary Of Plaintiff’s Claims

In the Lawsuit, Plaintiff seeks unpaid wages, statutory penalties and civil penalties on behalf of persons who worked as truck drivers for Defendants in California (“Truck Drivers”). Plaintiff principally contends that Defendants failed to pay Truck Drivers, separately from piece rate wages that paid them per delivery trip, for all their non-driving work activities. Although Plaintiff had at one time also alleged in the Lawsuit that Defendants failed to provide Truck Drivers with meal periods and rest periods, Plaintiff decided to abandon those claims after courts ruled that such claims were preempted by federal regulations. Defendants deny any liability or wrongdoing of any kind but have agreed to settle the Lawsuit to avoid additional expense, inconvenience and distraction. The Court has not decided whether or not Defendants violated any laws or whether Plaintiff or any other persons are entitled to any damages or other relief.

B. Why You Are Receiving This Notice

On [date], 2023, the United States District Court, Northern District of California (the “Court”) preliminarily approved the Settlement on behalf of a class comprised of all persons who worked as Truck Drivers between May 26, 2011 and February 28, 2015 (the “Class Period”) who did not enter into arbitration agreements (the “Class”). There are 206 persons in the Class. According to the records of Defendants, you are a member of the Class. Because you are a member of the Class, you have the right to participate in, object to, or exclude yourself from the Settlement. This letter explains your legal rights and options with respect to the Settlement.

C. The Terms Of The Settlement

Defendants have agreed to pay the Gross Settlement Amount of Seven Hundred Thousand Dollars (\$700,000) in exchange for a release of the claims asserted by Plaintiff and members of the Class in the Lawsuit. Payments to be made from the Gross Settlement Amount include a Service Payment of up to Seven Thousand Five Hundred Dollars (\$7,500) to Plaintiff for his work and risk in bringing this case; up to Ten Thousand Dollars (\$10,000) for settlement administration expenses; up to Two Hundred Thirty-Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$233,333.33) for Plaintiff’s attorney’s fees; and up to Fifteen Thousand Dollars (\$15,000) for Plaintiff’s attorney’s costs. The Gross Settlement Amount does not include the employer’s share of payroll taxes on the portion of settlement benefits allocated to wages, which Defendants shall pay separately from the Gross Settlement Amount. It is estimated that, after deducting expenses from the Gross Settlement Amount, the Net Settlement Amount of approximately Four Hundred Thirty-Five Thousand Dollars (\$435,000) will be available for distribution to members of the Class as follows: each member of the Class who does not exclude

himself from the Settlement shall receive a pro-rate share of the Net Settlement Amount based on the number of workweeks worked during the Class Period.

D. Your Options

1. Participate in the Settlement

To receive your share of settlement benefits you do not need to do anything as all Class Members who do not exclude themselves from the Settlement will automatically receive payment of their share of the settlement benefits.

Based on the records of Defendants, you worked as a Truck Driver for [number] workweeks during the Class Period. Based on that number of workweeks, your estimated gross payment (before tax deductions) is \$ _____.

If you dispute this number of workweeks, you may send the Settlement Administrator information, including any documents to support your claim, about the correct number of workweeks. Such information must be sent by [date] by regular mail or e-mail to the Settlement Administrator at the following address: Trans Valley Transport Settlement, c/o Atticus Administration, P.O. Box 64053, St. Paul, MN 55164; email transvalleytransportsettlement@atticusadmin.com

Depending on the Court's Final Approval Order, the actual amount you will receive after the Court grants final approval of the Settlement may vary from the above estimated amount.

It is your responsibility to keep a current address on file with the Settlement Administrator as the Settlement Administrator will mail your payments to the address it has on file for you. So if you move, please provide the Settlement Administrator your new address. You may provide the Settlement Administrator your new address by e-mail or regular mail. You may also contact Class Counsel (listed below) and provide them your new address and they will forward it to the Settlement Administrator.

2. Object to the Settlement

As long as you do not exclude yourself from the Settlement, you have the right to object to the Settlement. The objection must be sent by [date] by regular mail or e-mail to the Settlement Administrator at the following address: Trans Valley Transport Settlement, c/o Atticus Administration, P.O. Box 64053, St. Paul, MN 55164; email transvalleytransportsettlement@atticusadmin.com

3. Exclude Yourself from the Settlement

If you wish to exclude yourself from the Settlement, you must submit a written request for exclusion. The request for exclusion must be sent by [date] by regular mail or e-mail to the Settlement Administrator at the following address: Trans Valley Transport Settlement, c/o Atticus Administration, P.O. Box 64053, St. Paul, MN 55164; email transvalleytransportsettlement@atticusadmin.com

The Request for Exclusion must contain (i) the name of this Lawsuit; (ii) your full name, address, telephone number and last four digits of your Social Security Number; (iii) the words “Request for Exclusion” at the top of the document; and (iv) the following statement: “I wish to opt out of the Settlement in the case *Mendoza v. Trans Valley Transport et al.*, United States District Court, Northern District of California, Case No. 22-cv-07164 TLT.”

If you exclude yourself from the Settlement, you will not be entitled to recover any settlement benefits or object to the Settlement, but you will retain the right to bring any claims you have or believe you have against Defendants. If you do not exclude yourself from the Settlement, you will upon final approval of the Settlement be bound by the release of claims described below and lose the right to sue Defendants for any of the claims asserted against Defendants in the Lawsuit or that could have been asserted based on the facts alleged in the Lawsuit.

E. Release of Claims

Unless you exclude yourself from the Settlement, upon final approval of the Settlement by the Court you will be deemed to have given up your right to sue and have released any and all claims against Defendants and any of their former and present parent, subsidiary, and affiliated corporations; their officers, directors, employees, partners, shareholders and agents; and any other successors, assigns, or legal representatives (“Released Parties”), from any and all claims, rights, demands, liabilities and causes of action under California law that Class Members have had, now have, or may have in the future against the Released Parties based on any acts or omissions occurring during the Class Period that were alleged in the Complaint or First Amended Complaint in the Lawsuit or that could have been pled based on the factual allegations in Complaint or First Amended Complaint in the Lawsuit. To the extent based on facts alleged in the Complaint or First Amended Complaint in the Lawsuit, this Release encompasses all claims for unpaid minimum wages, premium wages owed for meal period violations or rest period violations, civil penalties under Labor Code 226, statutory penalties under Labor Code 203, interest, costs and attorney’s fees. This Release shall not include or prohibit the prosecution of any claims for civil penalties under Labor Code Section 2699.

F. Final Fairness Hearing

The Court has scheduled a Final Fairness Hearing for _____, 2024 at _____ 2 p.m in Courtroom ____ of the United States Courthouse, 450 Golden Gate Avenue, San Francisco, CA 94102. At the Final Fairness Hearing, the Court will decide whether or not to grant final approval to the Settlement. At the Final Fairness Hearing the Court will also rule on the motion by Plaintiff for an award of attorney’s fees, costs and a service payment to Plaintiff (the “Fee Motion”). Plaintiff will file his Fees Motion no later than _____ and the Fees Motion shall be available for review at the Court which is located at 450 Golden Gate Avenue, San Francisco, CA 94102, or on the Court’s website at <http://www.cand.uscourts.gov/cm-ecf>. You need not attend the Final Fairness Hearing but, if you object to the Settlement you have the right to attend the Final Fairness Hearing and address the Court. You also have the right to retain an attorney, at your own expense, to speak on your behalf.

G. Where to Get More Information

If you want more information about the Lawsuit or the Settlement, you can contact the Settlement Administrator by mail, e-mail or telephone. The contact information for the Settlement Administrator is Trans Valley Transport Settlement, c/o Atticus Administration, P.O. Box 64053, St. Paul, MN 55164; email transvalleytransportsettlement@atticusadmin.com; telephone number 1-800-2688245.

You can also contact the attorney for the Class listed below or any other advisor of your choice.

Santos Gomez
Law Offices of Santos Gomez
1003 Freedom Boulevard
Watsonville, CA 95076
Tel. (831) 228-1560
Fax (831) 228-1542
santos@lawofficesofsantosgomez.com

You can also view and obtain copies of Lawsuit related documents in the Court's file by going to the clerk's office located at 450 Golden Gate Avenue, San Francisco, CA 94102 or viewing them on the Court's website at <http://www.cand.uscourts.gov/cm-ecf>.

DO NOT CONTACT THE COURT WITH QUESTIONS