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20 UNITED STATES DISTRICT COURT
21 CENTRAL DISTRICT OF CALIFORNIA

22 ANTHONY AYALA, individually and on
behalf of all those similarly situated,

23 Plaintiffs,

24 v.

25 U.S. XPRESS ENTERPRISES, INC., U.S.
26 XPRESS, INC., and DOES 1-100,
27 Defendants.

Case No.: 5:16-cv-00137-GW (KKx)

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

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1 This Joint Stipulation of Settlement and Release of Class Action (Stipulation) is
2 made between Plaintiff, Anthony Ayala, individually and as representative of the Class,
3 as defined below, on the one hand, and Defendants, U.S. Xpress Enterprises, Inc. and
4 U.S. Xpress, Inc., on the other hand. This Stipulation is subject to the approval of the
5 Court pursuant to Federal Rule of Civil Procedure 23(e) (Rule 23(e)) and is made for the
6 purpose of consummating a settlement of this Action, as defined below, on a classwide
7 basis, subject to the following terms and conditions. As detailed below, in the event the
8 Court does not enter an order granting final approval of the Stipulation or the conditions
9 precedent are not met for any reason, this Stipulation shall be null and void and shall have
10 no force or effect whatsoever.

11 **I. DEFINITIONS**

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

16 **1. Action.** “Action” shall mean the civil action filed on December 23, 2015, by
17 Plaintiff against Defendants in the Superior Court of the State of California, County of
18 San Bernardino, under Case No. CIVDS 1518600, and removed to the U.S. District Court
19 for the Central District of California, under Case No. 5:16-cv-00137-GW-KK.

20 **2. Administrative Expenses.** “Administrative Expenses” shall include Class
21 Counsel’s attorney fees, litigation expenses and costs, any Service Fee Award granted to
22 Plaintiff as Class Representative, and all costs and expenses paid to the Settlement
23 Administrator.

24 **3. CAFA Notice.** “CAFA Notice” shall mean the notice of this Stipulation
25 required to be served by Defendants on the appropriate federal and state agencies as
26 required by 28 U.S.C. § 1715(b).

27 **4. Claims.** “Claims” shall mean the claims for relief asserted in the Complaint,
28 as defined herein, including the following claims: (a) Defendants’ alleged failure to

1 provide meal rest breaks in violation of Cal. Labor Code §§ 226.7 and 512, and Wage
2 Order No. 9-2001 (Wage Order No. 9); (b) failure to pay for “off the clock time” in
3 violation of California’s minimum wage laws and wage deduction laws (Cal. Lab. Code
4 §§ 221, 223, 1194, and Wage Order No. 9, § 4); (c) Defendants’ alleged failure to provide
5 accurate and complete itemized wage statements (Cal. Lab. Code § 226); (d) Defendants’
6 alleged failure to timely pay wages at termination (Cal. Lab. Code § 203);
7 (e) Defendants’ allegedly unlawful and unfair competition in violation of Cal. Bus. &
8 Prof. Code § 17200, *et seq.*; (f) civil penalties under the Private Attorneys General Act,
9 Cal Labor Code §§ 2698, *et seq.* (PAGA) in the related case of *Nunez, individually and*
10 *on behalf of all those similarly situated, v. U.S. Xpress Enterprises, Inc. and U.S. Xpress,*
11 *Inc.*, which is pending in the Superior Court of California, County of Los Angeles, under
12 Case No. BC711661; and (k) any claims, wages, penalties, liquidated damages, interest,
13 attorney fees, or litigation costs allegedly due and owing by virtue of any of the facts
14 asserted in the Complaint, whether known or unknown, under any other federal, state, or
15 local law, which the Class and/or any Class Member has ever had, or hereafter may claim
16 to have, for the Class Period, as described more fully in the Released Claims set forth
17 hereafter.

18 **5. Class.** “Class” shall mean all current and former California-resident truck
19 drivers who worked in California for Defendants after the completion of training at any
20 time between December 23, 2011 and November 22, 2017.

21 **6. Class Counsel.** “Class Counsel” shall mean David Borgen, James Kan, and
22 Raymond Wendell of Goldstein, Borgen, Dardarian & Ho, 155 Grand Avenue, Suite 900,
23 Oakland, California 94612 and Justin L. Swidler, Richard S. Swartz, and Joshua S.
24 Boyette, of Swartz Swidler, LLC, 9 Tanner Street, Suite 101, Haddonfield, New Jersey
25 08033.

26 **7. Class List.** “Class List” shall mean the list of names, last known residential
27 addresses, social security numbers, and, if available, last known email addresses and
28 telephone numbers of Class Members. The Class List will indicate, for each Class

1 Member, the number of Qualifying Weeks Worked during the Class Period.

2 **8. Class Member.** “Class Member” shall mean a person who is a member of
3 the Class, or, if such person is incapacitated or deceased, the person’s legal guardian,
4 executor, heir, or successor in interest.

5 **9. Class Participant(s).** “Class Participant(s)” shall mean any and all Class
6 Member(s) who do not submit a timely and valid Opt-Out Request.

7 **10. Class Period.** “Class Period” shall mean December 23, 2011, through
8 February 10, 2023.

9 **11. Class Representative.** “Class Representative” shall mean Plaintiff in his
10 capacity as a representative of the Class.

11 **12. Complaint.** “Complaint” shall mean the Second Amended Complaint,
12 which shall include all of the claims contained in the First Amended Complaint filed on
13 April 24, 2017, and will join the named Plaintiff in *Nunez* as an additional named plaintiff
14 and include all of the claims currently pending in *Nunez, individually and on behalf of all*
15 *those similarly situated, v. U.S. Xpress Enterprises, Inc. and U.S. Xpress, Inc.*, which is
16 pending in the Superior Court of California, County of Los Angeles, under Case No.
17 BC711661. Plaintiff’s counsel represents that they will dismiss the *Nunez* action after
18 filing the Second Amended Complaint.

19 **13. Court.** “Court” shall mean the U.S. District Court for the Central District of
20 California.

21 **14. Defendants.** “Defendants” shall mean U.S. Xpress Enterprises, Inc. and
22 U.S. Xpress, Inc.

23 **15. Defense Counsel.** “Defense Counsel” shall mean James H. Hanson and
24 James A. Eckhart, Scopelitis, Garvin, Light, Hanson & Feary, P.C., 10 West Market
25 Street, Suite 1400, Indianapolis, Indiana 46204; Adam C. Smedstad and E. Ashley
26 Paynter, Scopelitis, Garvin, Light, Hanson & Feary, P.C., 5470 Shilshole Ave NW, Suite
27 520, Seattle, Washington 98107, and Christopher C. McNatt, Jr., Scopelitis, Garvin,
28 Light, Hanson & Feary, LLP, 2 North Lake Avenue, Suite 560, Pasadena, California

1 91101.

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

21 **17. Estimated Individual Settlement Amount.** “Estimated Individual
22 Settlement Amount” shall mean the initial estimate of the payment each Class Member
23 will receive under the Settlement, which shall be included on the Postcard Class Notice
24 mailed to each Class Member, and calculated by the Settlement Administrator using the
25 ratio of a Class Member’s Qualifying Weeks Worked divided by the total number of
26 Qualifying Weeks Worked by the Class, times the Net Settlement Amount.

27 **18. Final Approval and Fairness Hearing.** “Final Approval and Fairness
28 Hearing” shall mean a hearing set by the Court for the purpose of determining the

1 fairness, adequacy, and reasonableness of the Stipulation and Settlement, which hearing
2 shall be scheduled to take place after the expiration of the 90-day notice period required
3 for the CAFA Notice.

4 **19. Gross Settlement Amount.** “Gross Settlement Amount” means
5 \$4,690,000, which will be all-inclusive, including Individual Settlement Amounts to all
6 Class Participants, the Service Fee Award to Plaintiff, Class Counsel’s attorney fees and
7 costs related to the Action as awarded by the Court, all other Administrative Expenses,
8 and civil penalties recoverable under PAGA. This Settlement does not require
9 participating Class Members to file claims, and no part of the Gross Settlement Amount
10 will revert to Defendants. Defendants shall separately pay the employer’s share of payroll
11 taxes, if any, which shall not be paid out of the Gross Settlement Amount.

12 **20. Hearing on Preliminary Approval.** “Hearing on Preliminary Approval”
13 shall mean the hearing held on the motion for preliminary approval of the Stipulation and
14 Settlement.

15 **21. Individual Settlement Amount.** “Individual Settlement Amount” shall
16 mean the amount ultimately distributed to each Class Participant.

17 **22. Long-Form Class Notice.** “Long-Form Class Notice” shall mean the
18 Notice of Proposed Class Action Settlement and Final Approval Hearing, as set forth in
19 the form of **Exhibit 1** attached hereto, or as otherwise approved by the Court, which shall
20 not be mailed to Class Members, but which the Settlement Administrator shall make
21 available on a settlement website, and which Class Counsel shall also post on their
22 websites.

23 **23. LWDA.** “LWDA” shall mean the California Labor and Workforce
24 Development Agency.

25 **24. Net Settlement Amount.** “Net Settlement Amount” shall mean the cash
26 portion of the Gross Settlement Amount paid by Defendants less Administrative
27 Expenses and the PAGA Payment to the LWDA and shall be the maximum amount
28 distributed to Class Participants.

1 **25. Objection Deadline and Opt-Out Deadline.** “Objection Deadline” and
2 “Opt-Out Deadline” shall mean the date by which Class Members must dispute an
3 Estimated Individual Settlement Amount, send an Opt-Out Request Form, or object to
4 the Stipulation and Settlement. The Objection Deadline and Opt-Out Deadline shall be
5 60 days after the Settlement Administrator mails the Postcard Class Notices.

6 **26. Opt-Out(s).** “Opt-Out(s)” shall mean any and all persons who timely and
7 validly request exclusions from the Class in accordance with the terms of the Postcard
8 Class Notice.

9 **27. Opt-Out Request.** “Opt-Out Request” shall mean a timely and valid request
10 for exclusion from the Class in accordance with the terms of the Postcard Class Notice.

11 **28. PAGA Payment.** “PAGA Payment” shall mean the funds allocated for the
12 settlement and full release of any and all claims for civil penalties that could have been
13 made in this Action or in the *Nunez* action by the Class Members under PAGA.

14 **29. PAGA Payment to the LWDA.** “PAGA Payment to the LWDA” means
15 the funds allocated to the PAGA Payment, which shall be paid to the LWDA.

16 **30. Parties.** “Parties” shall mean Plaintiff and Defendants.

17 **31. Plaintiff.** “Plaintiff” shall mean Plaintiff, Anthony Ayala.

18 **32. Postcard Class Notice.** “Postcard Class Notice” shall mean the short-form
19 notice mailed to each Class Member, which shall include the Class Member’s Estimated
20 Individual Settlement Amount, a summary of the Class Member’s rights and options, and
21 a QR code and/or URL that the Class Member can use to access the Long-Form Class
22 Notice online, in the form of **Exhibit 2** attached or as otherwise approved by the Court.

23 **33. Preliminary Approval Date.** “Preliminary Approval Date” shall mean the
24 date upon which the Court enters an order preliminarily approving this Stipulation and
25 Settlement.

26 **34. Qualifying Weeks Worked.** “Qualifying Weeks Worked” shall mean the
27 total number of workweeks during which a Class Member worked one or more days for
28 Defendants at any time during the Class Period. The following Class Members shall also

1 be credited with additional Qualifying Weeks Worked in recognition of their service to
2 the Class: Richard Barlow, Chrie Chism, Monica Mendoza, Gabriel Nuñez, and Glen
3 Wayne (ten additional Qualifying Weeks Worked each); and all other Class Members
4 who were deposed by Defendants (five additional Qualifying Weeks Worked each).

5 **35. Released Claims.** “Released Claims” shall mean the Claims, and all rights
6 under the California Civil Code § 1542 (Section 1542) with respect to the Claims being
7 released.

8 **36. Released Parties.** “Released Parties” shall mean Defendants, and their
9 respective present, former, and future parent companies, subsidiaries, divisions, affiliates,
10 related companies, joint ventures, and each of their respective present, former and future
11 officers, directors, shareholders, agents, employees, insurers, attorneys, accountants,
12 auditors, advisors, representatives, consultants, pension and welfare benefit plans, plan
13 fiduciaries, administrators, trustees, general and limited partners, predecessors,
14 successors, and assigns.

15 **37. Service Fee Award.** “Service Fee Award” shall mean any additional
16 monetary payment provided to Plaintiff as Class Representative for his efforts on behalf
17 of the Class in this Action.

18 **38. Settlement.** “Settlement” shall mean the settlement between the Parties,
19 which is memorialized in this Stipulation.

20 **39. Settlement Administrator.** “Settlement Administrator” shall mean
21 Simpluris, Inc., which the Parties have agreed will be responsible for administration of
22 the Stipulation and Settlement and related matters, or another neutral administrator
23 mutually agreed to by the Parties.

24 **40. Settling Parties.** “Settling Parties” shall mean Plaintiffs, the Class
25 Participants, and Defendants.

26 **41. Stipulation.** “Stipulation” shall mean this Joint Stipulation of Settlement
27 and Release of Class Action, including any attached exhibits.

28

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

2 **1. Plaintiff's Claims.**

3 Plaintiff filed his Class Action Complaint in the Superior Court of the State of
4 California in San Bernardino County, California, on December 23, 2015, which
5 Defendants removed under 28 U.S.C. 1441(a) and 28 U.S.C. 1332(a), to the Central
6 District of California on January 25, 2016, under Case No. 2:15-cv-00137-GW-KK.
7 Plaintiff filed his First Amended Complaint (Complaint) on April 24, 2017. The
8 Complaint asserts that Defendants (a) failed to provide meal rest breaks in violation of
9 Cal. Labor Code §§ 226.7 and 512, and Wage Order No. 9-2001 (Wage Order No. 9); (b)
10 failed to pay for “off the clock time” in violation of California’s minimum wage laws and
11 wage deduction laws (Cal. Lab. Code §§ 221, 223, 1194, and Wage Order No. 9, § 4);
12 (c) failed to provide accurate and complete itemized wage statements (Cal. Lab. Code §
13 226); (d) failed to timely pay wages at termination (Cal. Lab. Code § 203); (e) engaged
14 in unlawful and unfair competition in violation of Cal. Bus. & Prof. Code § 17200, *et*
15 *seq.*; and (f) are liable for civil penalties under PAGA in the related *Nunez* case. Plaintiff
16 seeks wages, penalties, liquidated damages, interest, attorney fees, and litigation costs
17 allegedly due and owing by virtue of any of the facts asserted in the Complaint, whether
18 known or unknown, under any other federal, state, or local law, which Plaintiff, the Class,
19 and any Class Member has ever had, or hereafter may claim to have, for the Class Period.

20 On June 26, 2018, Gabriel Nunez filed a Complaint in Los Angeles County
21 Superior Court under Case No. BC711661. The *Nunez* complaint alleges that Defendants
22 are liable for civil penalties under PAGA based on the same Labor Code claims raised in
23 the *Ayala* Complaint.

24 **2. Defendants' Response.**

25 On May 8, 2017, Defendants filed their Answer and Affirmative Defenses to
26 Plaintiff's First Amended Complaint and denied and continue to deny any liability to
27 Plaintiff and the Class and have raised various defenses to the Claims. On September 19,
28 2018, Defendants filed their Answer and Affirmative Defenses to the *Nunez* Complaint

1 and denied and continue to deny any liability to Plaintiff and the allegedly aggrieved
2 employees and raised various defenses to the claims asserted in the *Nunez* Complaint.

3 **3. Motion Practice.**

4 This case has involved almost 8 years of hard-fought litigation that included
5 contested class certification motions, several rounds of cross-motions for summary
6 judgment, a motion for judgment on the pleadings, and a motion to dismiss. On
7 September 22, 2016, Plaintiff filed his first motion for class certification, which the Court
8 denied without prejudice. Plaintiff then filed his second motion for class certification,
9 which the Court granted. The Parties filed cross-motions for summary judgment on July
10 25, 2017, which the Court granted in part and denied in part. Plaintiff filed a petition for
11 interlocutory appeal with the U.S. Court of Appeals for the Ninth Circuit. The Ninth
12 Circuit affirmed the Court's ruling on Defendants' compensation plan that their pay-by-
13 the-load covered all activities required to deliver the load. Defendants also filed a motion
14 to dismiss Plaintiff's meal and rest break claims on the basis that the claims had been
15 preempted by the Federal Motor Carrier Safety Administration's determination that those
16 claims conflicted with the federal hours of service regulations, which the Court granted.
17 Simultaneously, the Parties engaged in discovery-related motion practice. Finally, in
18 preparation for trial, the Parties filed various motions in limine, which the Court granted
19 in part and denied in part.

20 **4. Discovery, Investigation and Research.**

21 Class Counsel conducted discovery and investigation during prosecution of the
22 Action. This discovery, investigation, and prosecution has included, among other things,
23 (a) motion practice; (b) meetings and conferences with Plaintiff; (c) inspection and
24 analysis of documents produced by Plaintiff and/or Defendants; (d) analysis of the legal
25 positions taken by Defendants; (e) investigation into the viability of class treatment of
26 the claims asserted in the Action; (f) analysis of potential classwide damages; (g) research
27 into the applicable law with respect to the claims asserted in the Complaint and the
28 potential defenses thereto; (h) answering and propounding extensive written discovery;

1 (i) defending depositions of Plaintiff and certain Class Members; (j) negotiating the
2 topics and preparing for the deposition of Defendants' Federal Rule of Civil
3 Procedure 30(b)(6) (Rule 30(b)(6)) representative; (k) prepare for and taking the
4 depositions of Defendants' fact witnesses; (l) preparing multiple mediation statements;
5 (m) assembling data for calculating damages; and (n) preparing for and beginning the
6 trial of the Claims. Plaintiff has vigorously prosecuted this case.

7 Further, Defendants has vigorously contested this case by (a) opposing Plaintiff's
8 motion practice; (b) filing various motions for summary judgment, judgment on the
9 pleadings, and to dismiss; (c) analyzing the legal positions taken by Plaintiff;
10 (d) answering and propounding extensive written discovery; (e) analyzing Plaintiff's and
11 its own documents; (f) taking depositions of Plaintiff and various Class Members;
12 (g) negotiating the topics and preparing for the depositions of Defendants' Rule 30(b)(6)
13 representatives; (h) defending the depositions of Defendants' fact witnesses; (i) preparing
14 mediation statements; (j) assembling data for calculating potential damages; and (k)
15 preparing for and beginning the trial of the Claims. Defendants have vigorously defended
16 the case.

17 The Parties have engaged in sufficient investigation and formal discovery and have
18 prepared and begun the trial of the remaining claims in the case, which has enabled them
19 to assess the relative merits of the claims of the Class and of Defendants' defenses to
20 them.

21 **5. Mediation.**

22 By agreement and based on the large amount of data that had been exchanged, the
23 Parties mediated this case several times before Mark Rudy, a well-known and well-
24 respected mediator, and the Honorable Edward Infante (ret.). Despite several full day
25 mediations, the case did not settle. Finally, during trial and after arms-length bargaining,
26 the Parties continued their settlement discussions and reached a settlement with the
27 assistance of the Court on February 10, 2023.

28 **6. Allegations of Plaintiff and Benefits of Settlement.**

1 The extensive written and document discovery conducted in this Action as well as
2 the taking of the depositions of Plaintiff and several Class Members and Defendants'
3 representatives and witnesses have given Plaintiff as Class Representative and Class
4 Counsel a sound understanding of the merits of the case and to evaluate the strengths and
5 weaknesses of the Claims of the Class. The extensive formal discovery conducted in this
6 Action and the information exchanged between the Parties through that discovery, and
7 during mediation and informal settlement discussions, are sufficient to assess reliably the
8 merits of the respective Parties' positions and to compromise the issues on a fair and
9 equitable basis. Plaintiff by stipulation also had the benefit of the discovery exchanged
10 in the FLSA collective action *Salinas v. U.S. Enterprises, Inc., et al.*, No. 13-cv-245 (E.D.
11 Tenn.), and 43 arbitrations.

12 Plaintiff as Class Representative and Class Counsel believe that the claims, causes
13 of action, allegations and contentions asserted in the Action have merit. However,
14 Plaintiff as Class Representative and Class Counsel recognize and acknowledge the
15 expense and delay of continued lengthy proceedings necessary to prosecute the Action
16 against Defendants through trial and through appeals. Class Counsel has considered the
17 uncertain outcome and the risk of litigation, the risk of continued litigation in complex
18 actions such as this, as well as the difficulties and delays inherent in such litigation, and
19 the potential difficulty of maintaining the Action as a class action. Class Counsel is
20 mindful of the inherent problems of proof under, and possible defenses to, the Claims
21 alleged in the Action. Class Counsel believes that the Settlement set forth in this
22 Stipulation confers substantial benefits upon the Class and that an independent review of
23 this Stipulation by the Court in the approval process will confirm this conclusion. Based
24 on their own independent investigation and evaluation, Class Counsel, being experienced
25 in this area of class action litigation, have determined that the Settlement set forth in the
26 Stipulation is in the best interests of Plaintiff and the Class Members.

27 **7. Defendants' Denial of Wrongdoing and Liability.**

28 Defendants have denied and continue to deny all of the claims and contentions

1 alleged by Plaintiff in the Action and in the *Nunez* Complaint. Defendants have expressly
2 denied and continue to deny all charges of wrongdoing or liability against them arising
3 out of any of the conduct, statements, acts or omissions alleged, or that could have been
4 alleged based upon the conduct, statements, acts or omissions alleged, in the Action and
5 in the *Nunez* Complaint. Defendants contend that they complied in good faith with
6 California wage and hour laws, including, but not limited to, properly paying the
7 California minimum wage and dealing legally and fairly with Plaintiff and the Class
8 Members. Defendants further deny that, for any purpose other than settling this Action,
9 these claims are appropriate for class or representative treatment. Defendants also believe
10 they have viable defenses to the Claims.

11 Nonetheless, Defendants has concluded that further prosecution and defense of the
12 Action would be protracted and expensive and that it is desirable that the Action be fully
13 and finally settled in the manner and upon the terms and conditions set forth in this
14 Stipulation in order to limit further expense, inconvenience, and distraction, to dispose of
15 burdensome and protracted litigation, and to permit the operation of Defendants' business
16 without further expensive litigation and the distraction and diversion of their personnel
17 with respect to the matters at issue in the Action. Defendants have also considered the
18 uncertainty and risks inherent in any litigation, especially in complex cases such as the
19 Action. Defendants have, therefore, determined that it is desirable and beneficial to them
20 that the Action be settled in the manner and upon the terms and conditions set forth in
21 this Stipulation.

22 **8. Intent of the Settlement.**

23 The Settlement set forth herein intends to achieve the following: (a) entry of an
24 order approving the Settlement and granting the monetary and other relief set forth in this
25 Stipulation to the Class Participants; (b) entry of judgment and dismissal with prejudice
26 of the Action; and (c) discharge of Released Parties from liability for any and all of the
27 Released Claims.

1 **III. CLASS CERTIFICATION AND APPOINTMENT OF CLASS COUNSEL**
2 **AND CLASS REPRESENTATIVES**

3 **1. The Class.**

4 The Court previously certified a class in this case defined as: All current and former
5 California-resident truck drivers who worked in California for Defendants after the
6 completion of training at any time between December 23, 2011, and November 22, 2017.

7 **2. Appointment of Class Counsel.**

8 The Court's Certification Order approved of the appointment of Class Counsel for
9 the Class.

10 **3. Appointment of Class Representatives.**

11 The Court's Certification Order approved the appointment of Plaintiff as a class
12 representative for the Class.

13 **IV. SETTLEMENT CONSIDERATION**

14 **1. Gross Settlement Amount.**

15 The Gross Settlement Amount and other actions and forbearances taken by
16 Defendants shall constitute adequate consideration for the Settlement and will be made
17 in full and final settlement of: (a) the Released Claims, (b) the Administrative Expenses,
18 (c) penalties under PAGA, including the PAGA payment to the LWDA; and (d) any other
19 obligation of Defendants under this Stipulation or as ordered by the Court (other than
20 employer's share of payroll taxes).

21 **2. Service Fee Award.**

22 Plaintiff may receive a Service Fee Award, subject to Court approval, in an amount
23 up to \$10,000 for his efforts on behalf of the Class in this Action. These efforts include
24 identifying the Claims made in the Action, seeking counsel with regard to those Claims,
25 preparing for and then appearing for a day-long deposition, assisting in investigation of
26 the Claims, responding to written discovery, consulting with Class Counsel, preparing
27 for trial, and appearing at trial. In addition to Plaintiff's efforts which resulted in a benefit
28 to the Class, Plaintiff should be provided the Service Fee Award because the immediate

1 Settlement requires him to execute a broader release than other Class Members, which
2 release will be effective upon the Effective Date. Any Service Fee Award approved by
3 the Court shall be paid to Plaintiff from the Gross Settlement Amount and shall be in
4 addition to any distribution to which he may otherwise be entitled as a Class Member.
5 Such Service Fee Award shall not be considered wages, and the Settlement Administrator
6 shall issue Plaintiff an Internal Revenue Service Form 1099 (Form 1099) reflecting such
7 payment. Plaintiff shall be responsible for the payment of any and all taxes with respect
8 to the Service Fee Award. Plaintiff shall indemnify and hold harmless each of the
9 Released Parties for any taxes related to the distribution and payment of the Service Fee
10 Award. Notwithstanding the foregoing, under no circumstances shall Plaintiff be
11 obligated to pay the employer's share of any payroll taxes due on any payment in
12 connection with this Settlement Agreement.

13 **3. Payment to Class Participants.**

14 Each Class Participant shall receive payment based on a formula calculated in
15 accordance with Article VIII, Section 1(c).

16 **4. Tax Treatment of Settlement Payments.**

17 For the purpose of calculating applicable taxes for the payment of the Individual
18 Settlement Amounts paid to Class Participants (excluding any Service Fee Award to
19 Plaintiff), the Parties agree that one-third of the Individual Settlement Amounts will be
20 allocated to taxable wages and two-thirds of the Individual Settlement Amounts will be
21 allocated to interest, penalties, and liquidated damages and will not be subject to tax
22 withholding. The Settlement Administrator shall be responsible for issuing and providing
23 IRS Forms W-2s and 1099s to Class Participants for their Individual Settlement
24 Amounts. Accordingly, Defendants will deposit with the Settlement Administrator the
25 applicable employer's portion of any payroll taxes under this Settlement, separate from
26 the Gross Settlement Amount. Unless otherwise specifically set forth herein, Plaintiff,
27 Class Participants, and Class Counsel will be responsible for payment of their own tax
28 obligations, if any. Class Members who may have questions about their tax liability, if

1 any, should consult independent tax counsel. Except as otherwise provided herein, the
2 Released Parties shall have no liability or responsibility whatsoever for the taxes due by
3 Class Members related to the distribution and payment of the Gross Settlement Amount.
4 Each Class Member shall be responsible for the payment of any taxes due by him or her
5 in connection with any distribution and payment from the Gross Settlement Amount. In
6 addition, the individual receiving the Settlement Payment shall indemnify and hold
7 harmless each of the Released Parties for any taxes related to the distribution and payment
8 of the Gross Settlement Amount. Notwithstanding the foregoing, under no circumstances
9 shall any Class Participant be obligated to pay the employer's share of any payroll taxes
10 due on any payment in connection with this Settlement Agreement.

11 **5. Tax Treatment of Service Fee Awards.**

12 The Parties agree that there will be no withholding of payroll taxes on any Service
13 Fee Award paid to Plaintiff out of the Gross Settlement Amount. Plaintiff will be
14 responsible for payment of his own tax obligations, if any, from the payment of the
15 Service Fee Award, and Plaintiff shall indemnify and hold harmless each of the Released
16 Parties for any taxes related to the distribution and payment of the Service Fee Award.
17 Notwithstanding the foregoing, under no circumstances shall Plaintiff be obligated to pay
18 the employer's share of any payroll taxes due on any payment in connection with this
19 Settlement Agreement.

20 **6. No Effect on Employer Plans.**

21 Neither the Class Settlement nor any amounts paid under the Class Settlement will
22 modify any previously credited hours, days, or weeks of service under any program
23 sponsored by Defendants for the Class. Such amounts will not form the basis for
24 additional contributions to, benefits under, or any other monetary entitlement under any
25 of Defendants' sponsored programs. The payments made under the terms of this
26 Stipulation shall not be applied retroactively, currently, or on a going forward basis, as
27 any form of compensation for the purposes of any of Defendants' programs. Defendants
28 retain the right to modify the language of its sponsored programs to effect this intent and

1 to make clear that any amounts paid pursuant to this Stipulation are not for “weeks
2 worked,” “weeks paid,” “weeks of service,” or any similar measuring term as defined by
3 any programs for purpose of eligibility, vesting, benefit accrual, or any other purpose,
4 and that additional contributions or benefits are not required by this Stipulation.
5 Defendants do not consider the Settlement payments “compensation” for purposes of
6 determining eligibility for, or benefit accrual within, any employer-sponsored programs,
7 or any other plan sponsored by Defendants.

8 **V. ATTORNEY FEES AND EXPENSES OF CLASS COUNSEL**

9 **1. Application for Award of Attorney Fees and Costs**

10 As part of the motion for final approval of the Settlement, Class Counsel may
11 submit an application for an award of attorney fees in an amount not to exceed one-third
12 of the Gross Settlement Amount to be heard by the Court at the Final Approval and
13 Fairness Hearing. As a condition of this Settlement, Class Counsel have agreed to pursue
14 their fees only in the manner reflected by this Section.

15 Class Counsel may further submit an application for reimbursement of their out-
16 of-pocketing litigation costs and expenses, not to exceed \$1,000,000, which Class Counsel
17 incurred in litigating the Action.

18 Any fees, costs, and expenses awarded by the Court shall be paid to Class Counsel
19 from the Gross Settlement Amount and shall not constitute payment to any Class
20 Members. Any amount awarded to Class Counsel by the Court from the Gross Settlement
21 Amount shall be in full payment of their attorney fees, costs, and expenses (including any
22 attorney fees, costs, and expenses incurred by James Sitkin, who represented Plaintiff and
23 the Class earlier in the Action). Plaintiff shall be responsible for any amounts for which
24 Mr. Sitkin may have a claim, and, neither Plaintiff nor Class Counsel shall be entitled to
25 any further award of attorney fees, costs, or expenses from Defendants.

26 The Released Parties have no liability to Mr. Sitkin for any claim that Mr. Sitkin
27 may have to any portion of the Gross Settlement Amount. To the extent that Mr. Sitkin
28 should assert any such claim, Class Counsel shall indemnify and hold harmless the

1 Released Parties from any claim by Mr. Sitkin.

2 **2. Effect of Non-Approval of Attorney Fees, Costs, and Expenses, or**
3 **Service Fee Award.**

4 To the extent the Court does not approve the full amount of attorney fees, costs,
5 expenses, or the Service Fee Award, the non-approved amounts will be made available
6 to Class Participants as part of the Net Settlement Amount. However, if an appeal is filed
7 by Plaintiff and/or Class Counsel relating to any reduction by the Court of the attorney
8 fees, costs, expenses, or Service Fee Award sought at the Final Approval and Fairness
9 Hearing, the Parties shall carry out the terms of this Stipulation as finally approved by
10 the Court, except that the Settlement Administrator shall withhold an amount equal to the
11 amount of the aforementioned reduction of attorney fees, costs, expenses, or Service Fee
12 Award, plus an additional amount from the attorney fees, costs, and expenses, which shall
13 be calculated and handled as follows: (a) The Settlement Administrator shall provide a
14 written estimate of the total costs which would be incurred as a result of a supplemental
15 distribution to Class Participants, in the event that following the appeal some amount of
16 money still remains to be distributed to the Class Participants; (b) from the withheld
17 amount, the Settlement Administrator shall withhold a sum equal to 120% of the
18 estimated fees, costs, expenses, and/or Service Award of a possible supplemental
19 distribution; (c) if a supplemental distribution is required following a final appellate
20 ruling relating to the attorney fees, costs, expenses, and/or Service Fee Award, then the
21 funds withheld from Class Counsel's previously approved fee award, as estimated above,
22 shall be used to pay for all costs of the supplemental distribution charged by the
23 Settlement Administrator.

24 **VI. CLAIMS ADMINISTRATION COSTS AND EXPENSES; FUNDING OF**
25 **SETTLEMENT**

26 **1. The Settlement Administrator's Costs and Expenses.**

27 All costs and expenses due the Settlement Administrator in connection with its
28 administration of the Settlement, including, but not limited to, providing the Postcard

1 Class Notice, locating Class Members, processing Notices of Individual Settlement
2 Amounts and Opt-Out Forms, and administering and distributing settlement payments to
3 the Class Participants, shall be paid from the Gross Settlement Amount and are not
4 anticipated to exceed \$15,000.

5 **2. Payment by Defendants of the Gross Settlement Amount.**

6 Within 14 days after the Effective Date, Defendants will pay the Gross Settlement
7 Amount to the Settlement Administrator by wire transfer.

8 **VII. NOTICE TO CLASS MEMBERS AND CLAIMS ADMINISTRATION**
9 **PROCESS**

10 **1. The Settlement Administrator.**

11 The Settlement Administrator will be responsible for locating correct Class
12 Members' addresses; mailing the Postcard Class Notice to Class Members, which will
13 include the Class Members' Estimated Individual Settlement Amounts; handling
14 inquiries from Class Members concerning the Postcard Class Notice or any other issue
15 related to the Settlement; and determining Individual Settlement Amounts or any other
16 issue, preparing, administering and distributing settlement checks to Class Participants,
17 and performing such other duties as the Parties may direct.

18 On a weekly basis, the Settlement Administrator will provide reports to Class
19 Counsel and Defense Counsel updating them as to the number of validated, timely
20 received Opt-Out Forms as well as any disputes of Estimated Individual Settlement
21 Amounts or objections submitted by Class Participants. The Settlement Administrator
22 will serve on Class Counsel and Defense Counsel via e-mail date-stamped copies of the
23 original Opt-Out Request Forms, disputes, objections, and any withdrawals of objections
24 no later than seven days after their receipt. Within 14 days after the Opt-Out Deadline,
25 but no later than 14 days before the Final Approval and Fairness Hearing, or as soon
26 thereafter as practicable, the Settlement Administrator will provide Class Counsel with a
27 declaration of due diligence and proof of mailing of the Postcard Class Notice, the Notice
28 of Estimated Individual Settlement Amounts, and the Opt-Out Request Form, which

1 Class Counsel will file with the Court no later than seven days prior to the Court's Final
2 Approval and Fairness Hearing. Within 14 days after the Opt-Out Deadline, or as soon
3 thereafter as practicable, the Settlement Administrator will compile and deliver to Class
4 Counsel and Defense Counsel a final report with information regarding the final pro rata
5 portion of each Class Participant and the final number of Opt-Outs.

6 **2. Class List to Be Provided by Defendants to the Settlement**
7 **Administrator.**

8 Defendants shall provide an updated Class List to the Settlement Administrator
9 within 14 days after entry and service of an Order Granting Preliminary Approval of this
10 Settlement. The Class List will identify each Class Member, his or her social security
11 number, last known home address, last known email address on record, and last known
12 telephone number on record. However, in the interest of protecting the privacy of the
13 Class Members, the Class List provided to Class Counsel will be redacted to remove the
14 social security numbers of the Class Members. To the extent that Class Counsel have a
15 legitimate case-related need for any Class Member's social security number, the
16 Settlement Administrator will release that information on request from Class Counsel.
17 The Class List also will contain the number of Qualifying Weeks Worked credited to
18 each Class Member for purposes of the Settlement Administrator calculating the
19 Individual Settlement Amounts. The Class List shall be marked "Confidential –
20 Attorney's and Settlement Administrator's Eyes Only." Class Counsel represents,
21 warrants, covenants and agrees that (a) Class Counsel shall hold the Class List, including
22 any copies thereof, in strictest confidence and shall not disclose or divulge its contents to
23 any Class Member, including Plaintiff, or to any third party other than the Settlement
24 Administrator; (b) the Class List shall be kept in secure facilities; and (c) the contents of
25 the Class List shall be used exclusively for administration of the Settlement pursuant to
26 this Stipulation and for no other purpose, including, but not limited to, fact-gathering, or
27 discovery. This provision does not preclude Class Counsel from speaking with Class
28 Members.

1 **3. Notice of Class Action.**

2 **a. Form of Notice.**

3 The Long-Form Class Notice and the Postcard Class Notice are attached hereto as
4 **Exhibit 1** and **Exhibit 2** respectively.

5 **b. Distribution of Notice.**

6 Within 14 days after the Settlement Administrator receives the Class List from
7 Defendants, the Settlement Administrator will first update all addresses using the
8 National Change of Address System (NCOA) and then mail to all Class Members, via
9 first-class U.S. mail, the Postcard Class Notice. By the same date, the Settlement
10 Administrator shall post the Long-Form Class Notice to a dedicated website.

11 **c. Returned or Undeliverable Postcard Class Notices.**

12 In the event of returned or non-deliverable Postcard Class Notices, the Settlement
13 Administrator will make reasonable efforts, including skip-tracing services offered by
14 publicly-available databases, to locate Class Members and re-send the Postcard Class
15 Notice. It will be conclusively presumed that a Class Member's Postcard Class Notice
16 was received if the Postcard Class Notice has not been returned within 21 days of the
17 original mailing of the Postcard Class Notice to the Class Member.

18 **d. Objections.**

19 In order to object to the Settlement, a Class Member must not have excluded
20 himself or herself from the Settlement and must mail, such mailing deemed to have
21 occurred on the date of the postmark, his or her objection to the Settlement Administrator
22 no later than the Opt-Out Deadline or, if applicable, the extended date upon a re-mailing
23 of the Postcard Class Notice. In the instance that the Class Member's Postcard Class
24 Notice is re-mailed, that Class Member's Objection Deadline, dispute and/or Opt-Out
25 Deadline shall be recalculated so that the Class Member shall have an additional 14 days
26 from the Opt-Out Deadline and Objection Deadline to Opt-Out, object or dispute the
27 Estimated Individual Settlement Amount.

28 **e. Non-Receipt of Postcard Class Notice.**

1 In the event the procedures set forth herein are followed and the intended Class
2 Member of a Postcard Class Notice later asserts that he or she did not receive the Postcard
3 Class Notice, the Class Member will remain a Class Participant and will be bound by all
4 terms of the Stipulation and the order granting final approval entered by the Court.

5 **4. Dispute Resolution Regarding Qualifying Weeks Worked.**

6 The Postcard Class Notice will specify the Qualifying Weeks Worked for which
7 each Class Member is credited.

8 Class Members will be entitled to dispute the number of Qualifying Weeks Worked
9 reported on the Postcard Class Notice by sending written notice of their dispute to the
10 Settlement Administrator by the Opt-Out Deadline. To be considered by the Settlement
11 Administrator, such written dispute must be: (a) signed by the Class Member; (b) timely;
12 and (c) accompanied by satisfactory evidence of the actual weeks worked during the
13 Class Period. Evidence of dates of engagement with Defendants alone will not constitute
14 satisfactory evidence if the Class Member has worked in other jobs or positions for
15 Defendants.

16 Within seven days of receiving a dispute concerning a Class Member's Qualifying
17 Weeks Worked, the Settlement Administrator shall review all documents received from
18 the Class Member in support of the Class Member's dispute and shall contact Defendants
19 and Class Counsel regarding the dispute. Defendants and Class Counsel shall work in
20 good faith to resolve it. Within seven days of contacting Defendants regarding the
21 dispute, the Settlement Administrator shall inform the Parties of its decision as to whether
22 it accepts or rejects the dispute or whether it needs additional information from
23 Defendants prior to rendering a decision.

24 The Settlement Administrator shall be the final arbiter of the number of Qualifying
25 Weeks Worked by the Class Member during the Class Period. The Settlement
26 Administrator shall resolve all disputes prior to the date upon which the Settlement
27 Administrator must submit its Declaration to counsel for final approval of the Stipulation
28 by the Court.

1 Any changes to a Class Member's Qualifying Weeks Worked will be reflected in
2 the total weeks worked for the entire Class on the updated Class List. For example, if
3 Class Member "A" disputed his or her Qualifying Weeks Worked and provides
4 satisfactory evidence that his or her Qualifying Weeks Worked should be increased by
5 two weeks, and the Settlement Administrator, in consultation with Defendants, Class
6 Counsel, and the records provided, agrees, the total Qualifying Weeks Worked for the
7 entire Class will also be increased by two weeks for purposes of calculating Individual
8 Settlement Amounts.

9 **5. Opt-Out Procedure.**

10 The Postcard Class Notice will notify all Class Members of their right to Opt-Out
11 of the Settlement. For a Class Member to request exclusion from the Stipulation and
12 Settlement, the Opt-Out Request must be postmarked no later than the Opt-Out Deadline.
13 Any returned Postcard Class Notices from the initial mailing which have forwarding
14 addresses will be used by the Settlement Administrator to locate Class Members. In the
15 event that, prior to the Opt-Out Deadline, any Postcard Class Notice mailed to a Class
16 Member is returned as having been undelivered by the U.S. Postal Service, the Settlement
17 Administrator shall perform a skip trace search and seek an address correction for such
18 Class Member(s), and a second Postcard Class Notice will be sent to any new or different
19 address obtained. In such instance, the Opt-Out Request must be postmarked no later than
20 14 days after the Opt-Out Deadline.

21 It will be conclusively presumed that, if a Postcard Class Notice has not been
22 returned within 28 days of the mailing, the Class Member received the Postcard Class
23 Notice. However, a Class Member may ask the Settlement Administrator for a substitute
24 Postcard Class Notice and file an Opt-Out Request any time up to the Opt-Out Deadline.
25 Within 21 days after the Opt-Out Deadline, the Settlement Administrator shall provide
26 Class Counsel and Defense Counsel with a Declaration of Due Diligence and Proof of
27 Mailing (Declaration) about the mailing of the Postcard Class Notice and its attempts to
28 locate Class Members. The Declaration shall specify the number of Class Members to

1 whom Postcard Class Notices were sent and the number of Class Members to whom
2 Postcard Class Notices were not delivered. Class Counsel shall file the Declaration with
3 the Court.

4 If the Settlement Administrator determines that an Opt-Out Request mailed by a
5 Class Member before the Opt-Out Deadline is deficient, then the Settlement
6 Administrator shall mail a deficiency letter to that Class Member identifying the problem
7 and return the Opt-Out Request for completion no later than seven days of receipt of the
8 deficient Opt-Out Request.

9 Those Class Members who have not returned a complete Opt-Out Request by the
10 Opt-Out Deadline shall share in the distribution of the Net Settlement Amount of the
11 Gross Settlement Amount and shall be bound by the dismissal with prejudice of this
12 Action and the release of Released Claims set forth in Article XI of this Stipulation.

13 **6. Objections.**

14 The Postcard Class Notice shall inform the Class Members of their right to object
15 to the Settlement. Any Class Member who wishes to object to the Settlement must file
16 and deliver a written objection with the Court and serve copies of the written objection
17 to Class Counsel and Defense Counsel no later than the Objection Deadline. The date of
18 delivery of the written objection is deemed to be the date the objection is deposited in the
19 U.S. mail, postage prepaid, as evidenced by the postmark. The objection must include the
20 case name and number and must set forth, in clear and concise terms a statement of the
21 reasons why the objector believes that the Court should find that the proposed Settlement
22 is not in the best interest of the Class and the reasons why the Settlement should not be
23 approved, including the legal and factual arguments supporting the objection. If an
24 objector also wishes to appear at the Final Approval and Fairness Hearing, in person or
25 through an attorney, he or she must *also* file a notice of their intention to appear at the
26 same time as the objection is filed. Copies of any objection or notice of intention to appear
27 must be simultaneously served on Class Counsel and Defense Counsel. Unless otherwise
28 ordered by the Court, Class Members shall not be entitled to speak at the Final Approval

1 Hearing unless they have submitted a timely written objection and notice of intention to
2 appear pursuant to this Section. Class Members who have properly and timely submitted
3 objections may appear at the Final Approval Hearing, either in person or through a lawyer
4 retained at their own expense.

5 **7. Notice of Settlement to State and Federal Officials.**

6 On the same day that Class Counsel files a Motion for Preliminary Approval of
7 this Stipulation, Class Counsel shall provide notice of the Settlement to the LWDA as
8 required by Cal. Labor Code § 2699(1)(2).

9 Within 10 days of receiving notice of filing of a Motion for Preliminary Approval
10 of this Stipulation, Defendant shall serve the CAFA Notice of this Stipulation on the
11 appropriate federal and state officials, as required by 28 U.S.C. § 1715(b).

12 **VIII. SETTLEMENT DISTRIBUTION**

13 **1. Allocation of the Gross Settlement Amount.**

14 The Claims of all Class Participants are settled for the Gross Settlement Amount.
15 The Gross Settlement Amount of \$4,690,000 shall be allocated as follows:

16 **a. Administrative Expenses.**

17 The payment of the Administrative Expenses, including any Attorney Fees, Costs
18 and Expenses for Class Counsel and Service Fee Award for Plaintiff as Class
19 Representative, and costs and expenses of the Settlement Administrator, including
20 providing Class Notice to Class Members will be paid first from the Gross Settlement
21 Amount.

22 **b. PAGA Payments.**

23 The Parties agree that \$30,000 will be allocated to civil penalties recoverable under
24 PAGA, of which 75% (\$22,500) will be paid to the LWDA; and 25% (\$7,500) will be
25 included in the Net Settlement Amount to be distributed among Class Participants.

26 **c. Individual Settlement Amounts.**

27 Individual Settlement Amounts to be paid from the Net Settlement Amount to the
28 Class Participants will be determined as follows: Each Class Member who does not Opt-

1 Out shall receive a pro rata share of the Net Settlement Amount. Pro rata shares shall be
2 determined by, first, determining the value of a single Qualifying Week Worked by
3 dividing the Net Settlement Amount by the total number of Qualifying Weeks Worked.
4 Individual Settlement Amounts will be determined by multiplying the value of a single
5 Qualifying Week Worked by the number of the total Qualifying Weeks Worked by each
6 Class Participant during the Class Period.

7 The Individual Settlement Amounts are payments for all Released Claims. The
8 Individual Settlement Amounts will be treated one-third as wages reported on an IRS
9 Form W-2 and two-thirds as non-wage payments for interest and penalties reported on an
10 IRS Form 1099. The Settlement Administrator shall be responsible for issuing and
11 providing Form W-2s and Form 1099s to Class Participants for their Individual
12 Settlement Amounts. Accordingly, Defendants will separately fund the employer portion
13 of the payroll taxes attributable to the wage payments under this Settlement. Unless
14 otherwise set forth herein, Plaintiff, Class Participants, and Class Counsel will be
15 responsible for payment of their own tax obligations, if any. Class Participants who may
16 have questions about their tax liability, if any, should consult independent tax counsel.

17 **2. Time for Payment of Attorney Fees, Costs, and Expenses to Class**
18 **Counsel.**

19 The Settlement Administrator shall pay any attorney fees, costs, and expenses
20 awarded by the Court to Class Counsel by wire transfer no later than 14 days after the
21 Settlement Administrator receives the Gross Settlement Amount from Defendants, but
22 no sooner than the Effective Date of the Settlement. Class Counsel will provide the
23 Settlement Administrator with the necessary IRS W-9 Forms, tax ID numbers, and bank
24 routing information for the payments.

25 **3. Time for Payment of Service Fee Award to Plaintiff as Class**
26 **Representative.**

27 The Settlement Administrator shall pay any Service Fee Award for Plaintiff as
28 Class Representative to Class Counsel's Client Trust Account by wire transfer no later

1 than 14 days after the Settlement Administrator receives the Gross Settlement Amount
2 from Defendants, but no sooner than the Effective Date of the Settlement. The Service
3 Fee Award will not be treated as wages and the Settlement Administrator will provide an
4 IRS Form 1099 for the Service Fee Award. Plaintiff will be solely liable for and pay any
5 and all taxes, costs, interest, assessment, penalties, or damages by reason of payment of
6 his Service Fee Award. Class Counsel will provide the Settlement Administrator with the
7 necessary bank routing information.

8 **4. Time for Payment of Individual Settlement Amounts.**

9 The Settlement Administrator shall make every effort to mail, by first-class U.S.
10 mail, to the last-known address, the Individual Settlement Amount to each Class
11 Participant no later than 28 days after the Effective Date of the Settlement.

12 If the Settlement Administrator is not able to mail the Individual Settlement
13 Amounts to Class Participants within the time period set forth above, it shall so inform
14 Class Counsel and Defense Counsel and provide an approximate date by which the
15 Individual Settlement Amounts will be mailed. Under no circumstances shall the
16 Settlement Administrator distribute checks to Class Participants until all disputes of
17 Qualifying Work Weeks have been resolved, all objections have been considered, all
18 Individual Settlement Amounts calculated, and accounted for, and the obligations set
19 forth in Section 1 have been satisfied. In the event any Class Participant is deceased,
20 payment shall be made payable to the estate of that Class Participant and delivered to the
21 executor or administrator of that estate, unless the Settlement Administrator has received
22 an affidavit or declaration pursuant to California Probate Code § 13101, in which case
23 payment shall be made to the affiant(s) or declarant(s).

24 Within 14 days of mailing the Individual Settlement Amounts to Class
25 Participants, the Settlement Administrator shall provide a declaration of payment to Class
26 Counsel, who will be responsible for filing it with the Court, and to Defense Counsel.

27 **5. Returned and Uncashed Settlement Checks.**

28 Each Class Participant must cash his or her Individual Settlement Amount check

1 within 120 days after it is mailed to him or her. If a check is returned to the Settlement
2 Administrator, the Settlement Administrator may make such efforts, if any, as it deems
3 to be reasonable to re-mail it to the Class Participant at his or her correct address. Re-
4 mailed settlement checks will have a void date of either 120 days after the initial check
5 mailing date or 60 days after re-mailing, whichever is later. If any Class Participant's
6 Individual Settlement Amount check is not cashed within 60 days after it is mailed or re-
7 mailed, whichever is later, the Settlement Administrator will send the Class Participant a
8 letter informing him or her that, unless the check is cashed within 90 days after the date
9 on the check, it will expire and become non-negotiable and will offer to replace the check
10 if it was lost or misplaced, but not cashed. If the check remains uncashed by the expiration
11 of the period, the Settlement Administrator will send the funds to a *cy pres* beneficiary,
12 the St. Christopher's Truckers Fund, a 501(c)(3) charity which provides money to truck
13 drivers in a financial crisis. In such event, the Class Participant will nevertheless remain
14 bound by the Settlement.

15 **6. Extension of Time to Pay and/or Process Claims.**

16 Should the Settlement Administrator need more time than is provided under this
17 Stipulation to complete any of its obligations, the Settlement Administrator may request,
18 in writing, such additional time (including an explanation of the need for additional time)
19 from Defense Counsel and Class Counsel. If Defense Counsel and/or Class Counsel do
20 not agree, in writing, to the Settlement Administrator's request for additional time, the
21 Settlement Administrator, Class Counsel, or Defense Counsel may seek such additional
22 time from the Court.

23 **7. Time for PAGA Payment to LWDA.**

24 Within seven days after the Effective Date of the Settlement, Class Counsel shall
25 provide a copy of the Final Order Approving Settlement and Judgment to the Settlement
26 Administrator. Within 21 days thereafter, the Settlement Administrator will send a copy
27 of the Final Order Approving Settlement and Judgment along with the PAGA Payment
28 to the LWDA to: Department of Industrial Relations, Accounting Unit, 455 Golden Gate

1 Avenue, 10th Floor, San Francisco, CA 94102.

2 **8. No Additional Contribution by Defendants.**

3 Defendants' monetary obligations under this Stipulation are limited to the Gross
4 Settlement Amount, plus the separate funding of the employer portion of payroll taxes, if
5 any. All remaining costs and expenses arising out of or in connection with the
6 performance of this Stipulation shall be paid from the Gross Settlement Amount.

7 **IX. NULLIFICATION OF THIS STIPULATION**

8 **1. Non-Approval of the Stipulation.**

9 If (a) the Court should for any reason decline to approve this Stipulation in the
10 form agreed to by the Parties, or (b) the Court should for any reason fail to enter a
11 judgment and dismissal with prejudice of the Action, or (c) the judgment and dismissal
12 is reversed, modified or declared or rendered void, then the Stipulation and Settlement
13 shall be considered null and void, and the Stipulation and Settlement or any of the related
14 negotiations or proceedings, shall be of no force or effect, and all parties to the Stipulation
15 shall stand in the same position, without prejudice, as if the Stipulation had been neither
16 entered into nor filed with the Court. Notwithstanding the foregoing, the Parties may
17 attempt in good faith to cure any perceived defects in the Stipulation to facilitate approval.
18 The Parties will be equally responsible for all charges incurred by the Settlement
19 Administrator as of the date of entry of any order denying preliminary or final approval
20 of this Stipulation.

21 **2. Defendants' Right to Void Settlement.**

22 Defendants shall have the right to terminate this Stipulation if the Class Members
23 who opt-out of the Settlement represent 10% or more of the total Qualifying Weeks
24 Worked in the Class Period. In such event, Defendants, shall have the option to
25 (a) terminate the Stipulation and decline to proceed with the Settlement or (b) proceed
26 with the Stipulation and Settlement with the Gross Settlement Amount ratably reduced
27 by the percentage of Qualifying Weeks Worked attributable to the Opt-Outs.

28 **3. Invalidation.**

1 Invalidation of any material portion of the Stipulation shall invalidate the
2 Stipulation in its entirety, unless the Parties shall subsequently agree in writing that the
3 remaining provisions of the Stipulation are to remain in full force and effect. The Parties
4 will be equally responsible for all charges incurred by the Settlement Administrator as of
5 the time the Stipulation is invalidated.

6 **4. Stay Upon Appeal.**

7 In the event of a timely appeal from the judgment and dismissal, other than as
8 described in Article V, Section 2, the judgment shall be stayed, and Defendants shall have
9 no obligation to fund the Gross Settlement Amount. The actions required by this
10 Stipulation shall not take place until all appeal rights have been exhausted by operation
11 of law and a final non-appealable order closing the case has been entered.

12 **5. Apportionment of Settlement Administrator Charges in the Event of**
13 **Stipulation Failure.**

14 In the event the Stipulation is not finally approved, the Parties shall be equally
15 responsible for all charges incurred for administration of the failed settlement.

16 **X. MOTION FOR COURT APPROVAL**

17 **1. Preliminary Approval.**

18 Class Counsel will submit this Stipulation to the Court and request preliminary
19 approval of the Stipulation. Each party shall cooperate to present the Stipulation to the
20 Court for preliminary approval in a timely fashion. The Court's preliminary approval of
21 the Stipulation shall be embodied in an Order substantially in the form attached hereto as
22 **Exhibit 3.**

23 **2. Final Approval.**

24 The Final Approval and Fairness Hearing shall be held before the Court in the U.S.
25 District Court for the Central District of California, First Street Courthouse, 350 W. First
26 Street, Courtroom 9D, 9th Floor, Los Angeles, California 90012, as soon after the Opt-
27 Out Deadline as the matter can practicably be heard.

28 **3. Dismissal with Prejudice of the Action.**

1 The Action shall be dismissed with prejudice as of the Effective Date as part of the
2 consideration for the Stipulation. Notwithstanding the dismissal of the Action with
3 prejudice, the Court shall retain jurisdiction to interpret and enforce this Stipulation.

4 At the Final Approval and Fairness Hearing, Plaintiff and Defendants shall jointly
5 request that the Court enter the final order approving the Stipulation as being fair,
6 reasonable and adequate to the Class within the meaning of Rule 23(e), including the
7 release of all Claims, and for the entry of a final judgment of dismissal with prejudice of
8 the Action consistent with the terms of the Stipulation. The Court's final approval of the
9 Stipulation shall be embodied in an order substantially in the form attached hereto as
10 **Exhibit 4**. Class Counsel and Defense Counsel shall submit to the Court such pleadings
11 and/or evidence as may be required for the Court's determination.

12 **XI. RELEASES AND WAIVERS**

13 **1. Release of Claims by Class Participants.**

14 Upon the Effective Date, the Class Participants each release Defendants and the
15 Released Parties, and each of them, of and from any and all of the Released Claims.

16 It is the desire of the Parties to fully, finally, and forever settle, compromise, and
17 discharge disputes and claims asserted in this Action against Defendants, whether known
18 or unknown, liquidated or unliquidated. Each Class Participant waives, as to the Released
19 Claims only, all rights and benefits afforded by Section 1542 and does so understanding
20 the significance of that waiver. Section 1542 provides as follows:

21 **A general release does not extend to claims that the creditor or releasing**
22 **party does not know or suspect to exist in his or her favor at the time of**
23 **executing the release and that, if known by him or her, would have**
24 **materially affected his or her settlement with the debtor or released**
25 **party.**

26 As such, the Class Participants understand and agree that they are providing the
27 Released Parties with a full and complete release with respect to the Released Claims.

28 The Parties acknowledge that this Stipulation is intended to include within its effect

1 any and all claims, damages, causes of action, and claims for attorney fees, asserted in
2 the Action (including the Released Claims), subject to the terms and conditions of this
3 Stipulation, and, upon the Court's final approval of this Stipulation, all such claims,
4 damages, causes of action, and claims for attorney fees, that were asserted in the Action
5 (including the Released Claims) are deemed to be fully and finally resolved and are to be
6 dismissed, with prejudice, as to each and every Class Member, except as to those who
7 timely submit Opt-Out Requests.

8 Unless a Class Member submits an Opt-Out Request, each Class Member will be
9 bound to the release of Released Claims as a result of the final approval of this
10 Stipulation.

11 **2. Release of Claims by Plaintiff.**

12 **a. Release.**

13 Plaintiff, individually and on behalf of himself and his heirs, executors,
14 administrators, and representatives, shall and does hereby forever release, discharge, and
15 agree to hold harmless Defendants and the Released Parties from any and all claims,
16 charges, complaints, claims, liabilities, obligations, promises, agreements, controversies,
17 damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and
18 expenses (including attorney fees and costs), known or unknown, at law or in equity,
19 which he may now have or may have at the signing of this Stipulation, against Defendants
20 or the Released Parties arising out of or in any way related to the Action, his alleged
21 employment with Defendants, including the claims alleged in the Complaint, and any and
22 all transactions, occurrences or matters between the Parties occurring prior to the date of
23 final approval of the Stipulation. Without limiting the generality of the foregoing, this
24 release shall include, but not be limited to, any and all claims under the (i) Americans
25 With Disabilities Act, as amended; (ii) Title VII of the Civil Rights Act of 1964, as
26 amended; (iii) the Civil Rights Act of 1991; (iv) 42 U.S.C. § 1981, as amended; (v) the
27 Age Discrimination in Employment Act, as amended; (vi) the Fair Labor Standards Act,
28 as amended; (vii) the Equal Pay Act; (viii) the Employee Retirement Income Security

1 Act, as amended; (ix) the Consolidated Omnibus Budget Reconciliation Act; (x) the
2 Rehabilitation Act of 1973; (xi) the Family and Medical Leave Act; (xii) the Civil Rights
3 Act of 1966; (xiii) the California Fair Employment and Housing Act; (xiv) the California
4 Constitution; (xv) the California Labor Code; (xvi) the California Government Code;
5 (xvii) the California Civil Code; and (xviii) any and all other federal, state and local
6 statutes, ordinances, regulations, rules and other laws, and any and all claims based on
7 constitutional, statutory, common law, or regulatory grounds as well as any other claims
8 based on theories of wrongful or constructive discharge, breach of contract or implied
9 contract, fraud, misrepresentation, promissory estoppel or intentional and/or negligent
10 infliction of emotional distress, or damages under any other federal, state or local statutes,
11 ordinances, regulations, rules, or laws. This release is for any and all relief, no matter
12 how denominated, including, but not limited to, back pay, front pay, vacation pay,
13 bonuses, compensatory damages, tortious damages, liquidated damages, penalties,
14 punitive damages, damages for pain and suffering, and attorney fees and costs, and
15 Plaintiff hereby forever releases, discharges, and agrees to hold harmless Defendants and
16 the Released Parties from any and all claims for attorney fees and costs arising out of the
17 matters released in this Stipulation. Nothing in this Agreement releases any person, party,
18 or entity from claims, if any, by Plaintiff for workers' compensation or disability benefits.

19 **b. California Civil Code Section 1542.**

20 Plaintiff specifically acknowledges that he is aware of and familiar with the
21 provisions of Section 1542, which provides as follows:

22 **A general release does not extend to claims that the creditor or releasing**
23 **party does not know or suspect to exist in his or her favor at the time of**
24 **executing the release and that, if known by him or her, would have**
25 **materially affected his or her settlement with the debtor or releasing**
26 **party.**

27 Plaintiff, being aware of Section 1542, hereby expressly waives and relinquishes
28 all rights and benefits he may have under Section 1542 as well as any other statutes or

1 common law principles of a similar effect. Plaintiff may hereafter discover facts in
2 addition to or different from those which he now knows or believes to be true with respect
3 to the subject matter of the Released Claims and all the claims referenced herein, but
4 stipulates and agrees that, upon the Effective Date, Plaintiff shall and hereby does fully,
5 finally and forever settle and release any and all claims against Defendants, known or
6 unknown, suspected or unsuspected, contingent or non-contingent, which now exist or
7 heretofore have existed upon any theory of law or equity without regard to the subsequent
8 discovery of existence of such different or additional facts.

9 **c. Revocation of Stipulation.**

10 Plaintiff understands that he has been given 21 days to consider this Stipulation
11 before executing it and, after executing this Stipulation, he has the right to revoke it within
12 seven days after execution. Plaintiff understands that this Stipulation will not become
13 effective and enforceable unless and until the seven-day revocation period has passed.

14 **d. Waiver of Money or Damages.**

15 Plaintiff also agrees that, to the extent permitted by law, if a claim is prosecuted in
16 his name against Defendants and/or the Released Parties before any court or
17 administrative agency, he waives, and agrees not to take, any award of money or other
18 damages from such proceeding. Plaintiff agrees that, unless otherwise compelled by law,
19 if a claim is prosecuted in his name against Defendants and/or the Released Parties that,
20 upon a written request by Defense Counsel, he will immediately request in writing that
21 the claim on his behalf be withdrawn.

22 **3. Claims Not Released.**

23 It is understood and agreed that the Stipulation will not release any person, party
24 or entity from claims, if any, by Class Participants, other than Plaintiff, for worker's
25 compensation, unemployment, or disability benefits of any nature, nor does it release any
26 claims, actions, or causes of action which may be possessed by Class Participants under
27 state or federal discrimination statutes, including, without limitation, the California Fair
28 Employment and Housing Act, the Cal. Government Code section 12940, *et seq.*; the

1 Unruh Civil Rights Act, the Cal. Civil Code § 51, *et seq.*; the California Constitution;
2 Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000, *et seq.*; the Americans with
3 Disabilities Act, as amended, 42 U.S.C. § 12101, *et seq.*; the Employee Retirement
4 Income Security Act of 1974, as amended, 29 U.S.C. § 1001 *et seq.*; and all of their
5 implementing regulations and interpretive guidelines.

6 **XII. DUTIES OF THE PARTIES**

7 **1. Mutual Full Cooperation.**

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

17 **2. Duty to Support and Defend the Stipulation.**

18 The Parties agree to abide by all terms of the Stipulation in good faith and to
19 support the Stipulation fully and to use their best efforts to defend this Stipulation from
20 any legal challenge, whether by appeal or collateral attack.

21 **3. Duties Prior to Court Approval.**

22 Class Counsel shall promptly submit this Stipulation to the Court for preliminary
23 approval and determination by the Court as to its fairness, adequacy, and reasonableness.
24 Promptly upon execution of this Stipulation, Class Counsel shall apply to the Court for
25 the entry of a preliminary approval order substantially in the form filed concurrently
26 herewith as **Exhibit 3** scheduling a hearing on the question of whether the proposed
27 Settlement should be approved as fair, reasonable, and adequate as to the Class Members,
28 approving as to form and content the proposed Postcard Class Notice attached hereto as

1 **Exhibits 1-2** and directing the mailing of the Postcard Class Notice to Class Members.
2 Defense Counsel shall file a notice of non-opposition to the motion for preliminary
3 approval or join in the motion.

4 **XIII. MISCELLANEOUS PROVISIONS**

5 **1. Voiding the Stipulation.**

6 Pending Court approval and other than as provided in Article IX herein, if any of
7 the conditions set forth in this Stipulation are not met and satisfied, this Stipulation shall,
8 at the option of either Plaintiff or Defendants, be ineffective, void, and of no further force
9 and effect, and shall not be used or be admissible in any subsequent proceeding, either in
10 this Court or in any other court or forum. Should either Plaintiff or Defendants exercise
11 the option provided in this Section, Plaintiff or Defendant must provide notice of their
12 intent to exercise such option in accordance with Section 8 below.

13 **2. Different Facts.**

14 The Parties acknowledge that, except for matters expressly represented herein, the
15 facts in relation to the dispute and all claims released by the terms of this Stipulation may
16 turn out to be other than or different from the facts now known by each party and/or its
17 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
19 agrees that this Stipulation shall be in all respects effective and binding despite such
20 difference.

21 **3. No Prior Assignments.**

22 The Parties represent, covenant, and warrant that they have not directly or
23 indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
24 encumber to any person or entity any portion of any liability, claim, demand, action,
25 cause of action, or right herein released and discharged except as set forth herein.

26 **4. Non-Admission.**

27 Nothing in this Stipulation shall be construed to be or deemed an admission by
28 Defendants of any liability, culpability, negligence, or wrongdoing toward Plaintiff, the

1 Class Members, or any other person, and Defendants specifically disclaims any liability,
2 culpability, negligence, or wrongdoing toward Plaintiff, the Class Members, or any other
3 person. The Parties have entered into this Stipulation with the intention to avoid further
4 disputes and litigation with the attendant inconvenience, expenses, and contingencies.
5 Nothing herein shall constitute any admission by Defendants of wrongdoing or liability,
6 or of the truth of any factual allegations in the Action. Nothing herein shall constitute an
7 admission by Defendants that the Action was properly brought as a class or representative
8 action other than for settlement purposes. To the contrary, Defendants has denied and
9 continues to deny each and every material factual allegation and alleged claim asserted
10 in the Action. To this end, the Settlement of the Action, the negotiation and execution of
11 this Stipulation, and all acts performed or documents executed pursuant to or in
12 furtherance of this Stipulation, shall not be deemed to be, and may not be used as, an
13 admission or evidence of any wrongdoing or liability on the part of Defendants or of the
14 truth of any of the factual allegations in the Complaint in the Action; and are not, shall
15 not be deemed to be, and may not be used as, an admission or evidence of any fault or
16 omission on the part of Defendants in any civil, criminal or administrative proceeding in
17 any court, administrative agency or other tribunal.

18 **5. Non-Retaliation.**

19 Defendants understand and acknowledge that they have a legal obligation not to
20 retaliate against any Class Member who elects to participate in the Stipulation and
21 Settlement or elects to opt-out of the Settlement. Defendants will refer any inquiries
22 regarding this Stipulation to the Settlement Administrator or Class Counsel and will not
23 discourage Class Members, directly or indirectly, from making claims, opting out, or
24 objecting to the Stipulation.

25 **6. Construction.**

26 The Parties hereto agree that the terms and conditions of this Stipulation are the
27 result of lengthy, intensive, arms-length negotiations between the Parties and that this
28 Stipulation is not to be construed in favor of or against any party by reason of the extent

1 to which any party or its counsel participated in the drafting of this Stipulation.

2 **7. Governing Law.**

3 This Stipulation is intended to and shall be governed by the laws of the State of
4 California, without regard to conflict of law principles, in all respects, including
5 execution, interpretation, performance, and enforcement.

6 **8. Notices.**

7 Except for Postcard Class Notices required to be made by the Settlement
8 Administrator, any and all notices or other communications required or permitted under
9 this Stipulation shall be in writing and shall be sufficiently given if delivered to Class
10 Counsel or Defense Counsel by U.S. certified mail, postage prepaid, by e-mail, or by
11 overnight delivery addressed to the address appearing in this Stipulation.

12 **9. Captions and Interpretations.**

13 Article and section titles or captions contained herein are inserted as a matter of
14 convenience and for reference only and in no way define, limit, extend, or describe the
15 scope of this Stipulation or any provision thereof.

16 **10. Modification.**

17 This Stipulation may not be changed, altered, or modified, except in writing signed
18 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 **11. Integration Clause.**

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

26 **12. Successors and Assigns.**

27 This Stipulation shall be binding upon and inure to the benefit of the Parties and
28 Class Participants and their respective present and former heirs, trustees, executors,

1 administrators, representatives, officers, directors, shareholders, agents, employees,
2 insurers, attorneys, accountants, auditors, advisors, consultants, pension and welfare
3 benefit plans, fiduciaries, parent companies, subsidiaries, divisions, affiliates, related
4 companies, joint ventures, general and limited partners, predecessors, successors, and
5 assigns, although not specifically named herein.

6 **13. Class Counsel Signatories.**

7 Because the Class Members are so numerous, the Parties agree that it is impossible
8 or impractical to have each Class Member sign this Stipulation. It is agreed that, for
9 purposes of seeking approval of the Stipulation and Settlement, this Stipulation may be
10 executed on behalf of the Class by Class Counsel and Plaintiff in his capacity as Class
11 Representative.

12 **14. Corporate Signatories.**

13 Any person executing this Stipulation or any such related document on behalf of
14 Defendants hereby warrants and promises, for the benefit of all Parties hereto, that such
15 person has been duly authorized by Defendants to execute this Stipulation or any such
16 related document.

17 **15. Execution in Counterparts.**

18 This Stipulation shall become effective upon its execution by all of the
19 undersigned. The Parties may execute this Stipulation in counterparts, and execution of
20 counterparts shall have the same force and effect as if all Parties had signed the same
21 instrument.

22 **16. Attorney Fees, Costs, and Expenses.**

23 Except as otherwise specifically provided for herein, each party shall bear his or
24 its own attorney fees, costs, and expenses, taxable or otherwise, incurred by them in or
25 arising out of the Action and shall not seek reimbursement thereof from any other party
26 to this Stipulation.

27 **17. Action to Enforce Stipulation.**

28 In any suit or court action to enforce the terms of this Stipulation, the prevailing

1 party shall be entitled to recover attorney fees and costs.

2 **IN WITNESS WHEREOF**, the Parties and their counsel have executed this
3 Stipulation on the date below their signatures or the signature of their representatives.

4 The date of the Stipulation shall be the date of the latest signature.

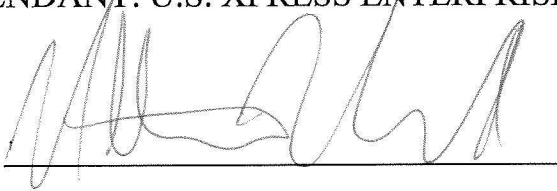
5
6 Dated: _____

PLAINTIFF: ANTHONY AYALA

7 By: _____
8 Anthony Ayala

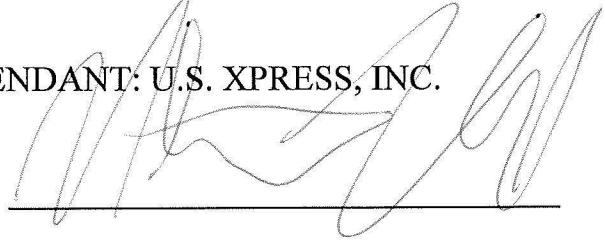
9
10 Dated: 3/21/2023

DEFENDANT: U.S. XPRESS ENTERPRISES,
INC.

11
12 By: 
13 Nathan Harwell, CLO
14 Printed Name and Title

15
16 Dated: 3/21/2023

DEFENDANT: U.S. XPRESS, INC.

17
18 By: 
19 Nathan Harwell, CLO
20 Printed Name and Title

1 party shall be entitled to recover attorney fees and costs.

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

5
6 Dated: 3/20/2023

PLAINTIFF: ANTHONY AYALA

7 By: *Anthony Ayala*
8 Anthony Ayala

9
10 Dated: _____

DEFENDANT: U.S. XPRESS ENTERPRISES,
INC.

11
12 By: _____

13
14 _____
Printed Name and Title

15
16 Dated: _____

DEFENDANT: U.S. XPRESS, INC.

17
18 By: _____

19
20 _____
Printed Name and Title

1 APPROVED AS TO FORM AND CONTENT

2
3 Dated: March 17, 2023

GOLDSTEIN, BORGEN, DARDARIAN &
HO

4 By: /s/ David Borgen
David Borgen

5
6 SWARTZ SWIDLER, LLC

7 By: /s/ Justin Swidler
Justin Swidler

8 Attorneys for Plaintiff, Anthony Ayala and
9 Certified Class

10 Dated: March 17, 2023

SCOPELITIS GARVIN LIGHT HANSON &
11 FEARY, P.C.

12 By: /s/ James H. Hanson
13 James H. Hanson

14
15 Attorneys for Defendants, U.S. Xpress
16 Enterprises, Inc. and U.S. Xpress, Inc.

4877-6546-5687, v. 11