

## STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“Settlement Agreement” or “Settlement”) is reached by and between Plaintiffs Randy Torres and Christina Torres (“Plaintiffs”), individually and on behalf of all members of the Settlement Class (defined below), on the one hand, and Defendants Performance Team, LLC and Performance Team Logistics, LLC (collectively “Performance Team” or “Defendants”), on the other hand. Plaintiffs and Defendants are referred to herein collectively as the “Parties.” Plaintiffs, the Settlement Class, and the PAGA Employees are represented by Christina Humphrey of Christina Humphrey Law, P.C. and Shoham Solouki of Solouki Savoy, LLP (“Class Counsel”). Performance Team is represented by Kalley R. Aman and Ronald J. Arias of Buchalter, APC (“Defense Counsel”).

Plaintiffs filed a complaint against Performance Team in Los Angeles County Superior Court (the “Court”), titled *Randy Torres and Christina Torres v. Performance Team, LLC and Performance Team Logistics, LLC*, Case No. BC705070, on May 9, 2018 (the “Lawsuit”). Plaintiffs thereafter filed a First Amended Complaint and a Second Amended Complaint. The operative Second Amended Complaint (“Complaint”) alleges that Defendants’ failed to pay for all hours worked, failed to provide meal breaks, and failed to authorize and permit rest breaks. Further, the Complaint alleges that Defendants issued inaccurate wage statements and did not pay all final wages at the time of separation. As a result of the foregoing violations, the Complaint alleges that Performance Team engaged in unlawful business practices pursuant to California Business & Professions Code § 17200 *et seq.* and is liable for civil penalties pursuant to the Private Attorneys General Act of 2004 (“PAGA”), California Labor Code § 2698 *et seq.*

Additionally, a prior class action settlement in *Steve Turk v. Gale/Triangle, Inc. and Performance Team Freight Systems, Inc. et al.*, United States District Court for the Eastern District of California, Case No. 2:16-cv-00783-MCE-DB, released claims of the Settlement Class through April 21, 2016. Finally, there are only twenty-three (23) class members because the remaining putative class members signed a release prior to the initiation of litigation in February-March of 2018.

Accordingly, Plaintiffs and Performance Team agree as follows:

1. **Settlement Class.** For purposes of this Settlement Agreement only, Plaintiffs and Performance Team stipulate to the certification of a Settlement Class, defined as all current and former non-exempt employees employed by Defendant in the State of California in the position of driver who received incentive compensation from Performance Team at any time from April 21, 2016 through March 2, 2018 (the “Class Period”) and did not sign a release agreement with Performance Team. Defendants represents there are approximately 23 individuals in the Settlement Class, including Plaintiffs.

2. **PAGA Employees.** For purposes of this Settlement Agreement only, Plaintiffs and Performance Team agree to settle with the “PAGA Employees,” defined as all current and former non-exempt employees employed by Defendant in the State of California in the position of driver who received incentive compensation from Performance Team at any time from May 2, 2017 through the date of preliminary approval of this Agreement by the Court (the “PAGA Period”). Defendants represent there are approximately 180 PAGA Employees, including Plaintiffs.

The Parties agree that certification of the Settlement Class for purpose of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure in a non-settlement context. If for any reason this Settlement is not approved or is terminated, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement.

2. **Releases.**

- A. **Release by Settlement Class.** Once this Settlement Agreement receives final approval and the Court enters judgment, Plaintiff and every participating member of the Settlement Class will unconditionally and irrevocably forever release and discharge Performance Team, and its current and former members, managers, owners, shareholders, officers, directors, employees, attorneys, representatives, agents, benefit plans, parent companies, subsidiaries, affiliates, related entities, successors, and assigns (“Released Parties”) from any and all claims, causes of action, damages, wages, benefits, expenses, penalties, debts, liabilities, losses, agreements, compensation, demands, obligations, attorneys’ fees, costs, and any other form of relief or remedy in law, equity, or whatever kind or nature, which has been alleged in the Complaint, First Amended Complaint, Second Amended Complaint, the Lawsuit, or that could have been alleged based on the factual allegations asserted in the Lawsuit, from the beginning of the Class Period through the date of preliminary approval of this Settlement by the Court, including claims for: (i) failure to pay all hours worked under Cal. Labor Code §§ 200 and 226.2 and Cal. Code Regs., Title 8 § 11090, Subds. 1 and 4(B)(ii) failure to provide meal periods under Cal. Labor Code §§ 226.7 and 512, Industrial Welfare Commission Wage Order Nos. 9-1998, 9-2000, 9-2001(11) and Cal. Code Regs., Tit. 8 § 11090; (iii) failure to authorize and permit rest breaks under Cal. Labor Code §§ 226.7, Industrial Welfare Commission Wage Order Nos. 9-1998, 9-2000, 9-2001(11) and Cal. Code Regs., Tit. 8 § 11090; (iv) failure to pay overtime wages under Cal. Labor Code § 510, (v) failure to pay all wages upon termination under Cal. Labor Code §§ 201-203; (vii) failure to provide accurate wage statements under Cal. Labor Code §§ 226, 226.2, 1174, 1175; and claims for unfair competition (Cal. Bus. & Prof. Code § 17200 *et seq.*) based on the above violations (“Class Released Claims”). The Class Released Claims shall run from April 21, 2016 through the date of preliminary approval of this Settlement by the Court.
- B. **Release by PAGA Employees:** In addition, upon execution of this Agreement by all Parties, Plaintiffs, and all Settlement Class members, and all PAGA Employees unconditionally and irrevocably forever release and discharge the Released Parties from any and all claims for PAGA civil penalties based on the Class Released Claims (“PAGA Released Claims”). The PAGA Released Claims shall run for the duration of the PAGA Period.
- C. **Release by Plaintiffs.** In light of Plaintiffs’ Class Representative Incentive Awards (discussed below), Plaintiffs have agreed to release, in addition to the Class Released Claims and PAGA Released Claims described above, all claims, whether known or unknown, under federal or state law, against all Released Parties through the date this Settlement is signed by Plaintiffs (“Plaintiffs’ Released Claims”).

Plaintiffs understand that this release includes unknown claims and that they are, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

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

Specifically excluded from Plaintiffs' Released Claims are any claims that cannot be released as a matter of law, such as claims for workers' compensation benefits or unemployment benefits.

3. **Gross Settlement Amount.** As consideration, Performance Team agrees to pay a "Gross Settlement Amount" or "GSA" of One Hundred Ten Thousand Dollars and Zero Cents (\$110,000.00) in full and complete settlement of this matter, as follows:
  - A. The Parties have agreed to engage ILYM Group, Inc.. ("ILYM") as the "Settlement Administrator" to administer this Settlement.
  - B. The Gross Settlement Amount shall be deposited with the Settlement Administrator within twenty-one (21) calendar days after Final Approval (which, for this purpose, shall be defined as the date on which the Court enters an Order granting Final Approval) or, solely in the event that there are any objections to the settlement (the filing of an objection being a prerequisite to the filing of an appeal), the later of: (i) twenty-one (21) days after the last date on which any appeal might be filed or (ii) twenty-one (21) days after the successful resolution of any appeal(s).
  - C. This is a non-reversionary settlement. The Gross Settlement Amount includes:
    - (1) All payments (including interest) to the Settlement Class;
    - (2) All payments (including interest) to the PAGA Employees;
    - (3) All costs of the Settlement Administrator and settlement administration, which are anticipated to be no greater than \$4,760.00;
    - (4) Up to \$5,000.00 for each Plaintiff (for a total of \$10,000), for Plaintiffs' Class Representative Incentive Awards, in recognition of their contributions to the Lawsuit and their service to the Settlement Class;
    - (5) Class Counsel attorney fees of 33.3% of the GSA (currently estimated to be \$36,666.00), plus litigation costs and expenses incurred by Class Counsel in relation to the Lawsuit as supported by declaration, which are currently estimated to be no greater than \$12,500.00, not including the mediator's fee which is to be reimbursed separately from this Settlement by Defendants. In the event the Court reduces or does not approve the requested Class Counsel attorneys' fees and costs, Class Counsel shall not have the right to revoke this settlement, and it will remain binding (although Class Counsel

will retain the right to appeal the Court's award if it is less than amount sought);

(6) LWDA allocation of \$23,037.00, with 75% paid to the LWDA (\$17,277.75) ("LWDA payment") and 25% (\$5,759.25) ("PAGA payment") being distributed to PAGA employees per paragraph 4(C) below.

D. Performance Team's share of payroll taxes on any wage portion of the payments to the Settlement Class shall be paid by Performance Team separately from, and in addition to, the Gross Settlement Amount.

E. To the extent the Court awards less than the requested amount of attorney fees, litigation costs and expenses, Class Representative Awards, or Administration Costs, then the amount not awarded shall be distributed to PAGA employees according to the formula set forth below in Paragraph 4(C) below.

4. **Payments to the Settlement Class.** Settlement Class members are not required to submit a claim form to receive a payment from the Settlement ("Settlement Share").

Settlement Shares will be determined and paid as follows:

A. The Settlement Administrator shall first deduct from the Gross Settlement Amount the amounts approved by the Court for Class Counsel's attorneys' fees, Class Counsel's costs and expenses, Plaintiffs' Class Representative Incentive Awards, the Settlement Administrator's administration costs, and the payment to the LWDA. The remaining amount shall be known as the "Net Settlement Amount" or "NSA."

B. Payments from the Net Settlement Amount: Of the Net Settlement Amount, \$23,037.00 shall be allocated to the Settlement Class only ("Settlement Class Amount"). The Settlement Administrator will calculate each participating Settlement Class member's payment from the NSA based on the following formula:

i. Payments to all Settlement Class members: The Settlement Class Amount will be distributed to all participating Settlement Class members based on each participating Settlement Class member's proportionate workweeks worked during the Class Period, by multiplying the Net Settlement Amount by a fraction, the numerator of which is the participating Settlement Class member's number of workweeks worked during the Class Period, and the denominator of which is the total workweeks worked by all participating Settlement Class members during the Class Period.

C. PAGA Payment from the Net Settlement Amount: \$5,759.25.00 of the GSA has been designated as the "PAGA Amount," as described above. Each participating Settlement Class Member and PAGA Employee who worked for Performance Team during the PAGA Period shall receive a portion of the PAGA Amount proportionate to the number of pay periods worked by that participating Settlement Class member and PAGA Employee during the PAGA Period, and which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which

is the participating Settlement Class member's or PAGA Employees' number of pay periods worked as a non-exempt employee for Performance Team in California during the PAGA period, and the denominator of which is the total number of pay periods worked by all participating Settlement Class members and PAGA Employees as non-exempt employees for Performance Team in California during the PAGA Period.

- D. Within seven (7) business days following Performance Team's deposit of the Gross Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate Settlement Shares (including the Defendants' share of payroll taxes from the Settlement Class payments) and provide the same to Class Counsel and Defense Counsel for review and approval. Within five (5) business days of approval by counsel, the Settlement Administrator will prepare and mail Settlement Shares, less applicable taxes and withholdings for payments to the Settlement Class, to participating Settlement Class members, to the PAGA Employees, as well as the Plaintiffs' Incentive Awards to Plaintiffs and the PAGA payment to the LWDA. The Settlement Administrator shall simultaneously pay all applicable withholdings to the applicable authorities with the necessary reports, submitting copies to Defense Counsel. Performance Team shall also remit the employer's share of payroll taxes within this time frame to the Settlement Administrator, who shall promptly transmit such sum to the appropriate taxing authorities.
- E. For purposes of calculating applicable taxes and withholdings for payments to Settlement Class members, each Settlement Share shall be allocated as follows: one-third (1/3) as wages; one-third (1/3) as penalties; and one-third (1/3) as interest. For purposes of calculating applicable taxes and withholdings for PAGA Employees, each Settlement Share shall be allocated one hundred percent (100%) as penalties. The Settlement Administrator will be responsible for issuing to participating Settlement Class Members an IRS Form W-2 for amounts deemed "wages" and an IRS Form 1099 for the portions allocated as penalties and interest. As stated above, Performance Team is responsible for its share of the payroll taxes on the wages portion of the Settlement Shares, and these taxes will not be deducted from the Gross Settlement Amount. Notwithstanding the treatment of the payments to each participating Settlement Class member above, none of the payments called for by this Settlement Agreement, are to be treated as earnings, wages, pay, or compensation for any purpose of any applicable bonus, benefit or retirement plan, unless required by such plans.
- F. Each participating Settlement Class member and PAGA Employee who is mailed a Settlement Share must cash his/her Settlement Share check within 180 days from the date the Settlement Administrator mails it. Any funds payable to participating Settlement Class members and PAGA Employees whose checks were not cashed within 180 days after mailing will be deposited by the Settlement Administrator with the Legal Aid Foundation of Los Angeles ("LAFLA"). LAFLA is a nonprofit organization helping indigent individuals, including, in the area of employment law helping people with: recovering unpaid wages including overtime pay, getting unemployment benefits, legal advice regarding discrimination, legal advice

regarding workplace harassment, legal advice regarding medical leave and other workplace rights. Distribution to LAFLA will advance the purpose of the lawsuit, which is to recover unpaid wages for employees. The Settlement Administrator will instruct LAFLA that the funds should be used by LAFLA to support projects that will benefit employees seeking recovery of unpaid wages. The Parties and/or Counsel for the Parties do not have any interests or involvement with the governance or work of LAFLA. After 240 days from mailing of checks, the Settlement Administrator will provide a declaration to counsel confirming the status of uncashed checks and deposits made with LAFLA.

- G. Neither Plaintiff nor Performance Team nor their respective counsel shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

5. **Attorneys' Fees and Costs.** Class Counsel will request a total award of attorneys' fees of 33.3% of the Gross Settlement Amount (currently estimated at \$36,666.00), plus actual costs and expenses as supported by declaration in an amount not to exceed \$12,500.00. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. The Settlement Administrator will mail Class Counsel the attorneys' fees and cost award when it mails the Settlement Shares. The Settlement Administrator will issue Class Counsel IRS Forms 1099 when the Settlement Administrator pays the fee and cost award allowed by the Court.

6. **Class Representative Incentive Award.** Plaintiffs will request Class Representative Incentive Awards of \$5,000.00 to each Plaintiff (\$10,000.00 total) from the Gross Settlement Amount for Plaintiffs' general release of claims, their time and risks in prosecuting this Lawsuit, and their service to the Settlement Class. This award will be in addition to Plaintiffs' Settlement Share as a Settlement Class member and shall be reported on an IRS Form 1099 by the Settlement Administrator. The Settlement Administrator will mail Plaintiffs the Class Representative Incentive Awards and issue Plaintiffs IRS Forms 1099 when it mails the Settlement Shares.

7. **Settlement Administrator.** The parties will request the appointment of ILYM as Settlement Administrator. Performance Team will not object to Plaintiffs' seeking permission to pay up to \$4,500.00 from the Gross Settlement Amount for the Settlement Administrator's services. The Settlement Administrator shall be responsible for sending notices and for calculating Settlement Shares and preparing all checks and mailings, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be authorized to pay itself from the Gross Settlement Amount only after Settlement Shares have been mailed to all participating Settlement Class members.

8. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiffs shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;

- B. Appointing Christina Humphrey of Christina Humphrey Law, P.C. and Shoham Soulaki of Solouki|Savoy, LLP as Class Counsel;
- C. Appointing Plaintiffs as Class Representatives for the Settlement Class;
- D. Approving ILYM as Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Notice Packet (which is comprised of the Class Notice and the Notice of Estimated Settlement Award, attached hereto as Exhibits A and B, respectively), and directing the mailing of same; and
- G. Scheduling a Final Approval hearing.

9. **Employee Data.** Within fifteen (15) business days after entry of an order preliminarily approving this Agreement, Performance Team will provide the Settlement Administrator with the name, last known address, last known phone number, social security number, dates of employment for the Class Period and PAGA Period, plus the number of workweeks worked in California during the Class Period and the number of pay periods worked during the PAGA Period, for each Settlement Class member and PAGA Employee (the “Employee Data”). The Employee Data shall be provided to the Settlement Administrator in an electronic format satisfactory to the Settlement Administrator.

10. **Notice to Settlement Class and PAGA employees.**

- A. Within ten (10) business days from receipt of the Class Data, the Settlement Administrator shall (i) run the names of all Settlement Class members and PAGA Employees through the National Change of Address (“NCOA”) database to determine any updated addresses for Settlement Class members and PAGA Employees; (ii) update the addresses of any Settlement Class member and PAGA Employees for whom an updated address was found through the NCOA search; (iii) calculate the estimated Settlement Share for each Settlement Class member; (iv) provide Class Counsel and Defense Counsel with (a) the number of Settlement Class members as well as the Settlement Administrator’s estimated Settlement Shares for each Settlement Class member (with the names of Settlement Class members anonymized) and (b) formatted versions of the Notice Packets to be sent to Settlement Class members; and (v) after receiving approval from all counsel, mail a Notice Packet (in English and Spanish) to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing. The Notice packet for Settlement Class Members is attached hereto as Exhibit “1.” The proposed notice for PAGA employees to be enclosed with payment upon final approval is attached hereto as Exhibit “2.”
- B. Requests for Exclusion. Any Settlement Class member who wishes to opt-out of the settlement must complete and mail an Exclusion Letter (defined below) to the Settlement Administrator on or before forty-five (45) calendar days after the date of the initial mailing of the Notice Packets (the “Response Deadline”).

- i. The Notice Packet shall state that Settlement Class members who wish to exclude themselves from the settlement must submit an Exclusion Letter by the Response Deadline. The Exclusion Letter is a document prepared by the Settlement Class member that must: (1) contain the Settlement Class member's name, address, telephone number, and last four digits of his/her Social Security number; (2) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Exclusion Letter does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from this settlement, except an Exclusion Letter not containing a Settlement Class member's telephone number and/or last four digits of the Social Security number will be deemed valid. The date of the postmark on the Exclusion Letter shall be the exclusive means used to determine whether an Exclusion Letter has been timely submitted. Any Settlement Class member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement, will not be bound by the terms of the Settlement Agreement, and will not have any right to object, appeal, or comment thereon. The Settlement Administrator will notify the Parties of the total number of Exclusion Letters received within seven (7) calendar days after the Response Deadline.
  - ii. The Parties and their counsel agree not to take any action to encourage any Settlement Class member to opt out of or object to the settlement.
- C. Objections. Members of the Settlement Class who do not request exclusion may object to the class settlement, but not the PAGA settlement, in this Settlement Agreement either by submitting a written objection to the Settlement Administrator as explained in the Class Notice or appearing at the hearing on Final Approval via CourtCall or in person, depending on the protocols of the Court at the time of Final Approval. The Settlement Administrator shall, within two (2) business days of receipt, serve any written objection(s) as received on Class Counsel and Defense Counsel, who shall then promptly file all such objections with the Court. Defense Counsel and Class Counsel shall file and serve any responses to written objections no later than five (5) calendar days prior to the Final Approval hearing.
- D. Notice of Estimated Settlement Award / Disputes. Each Notice Packet mailed to Settlement Class members shall contain a Notice of Estimated Settlement Award, in which shall be disclosed the amount of the Settlement Class member's estimated Settlement Share as well as all of the information that was used from Performance Team' records in order to calculate the Settlement Share, including the number of workweeks and pay periods worked in California during the Class Period. Settlement Class members will have the opportunity, should they disagree with Performance Team' records regarding the information stated in their Notice of Estimated Settlement Award, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will

consult with counsel for the Parties to determine whether an adjustment to the Settlement Class member's Settlement Share is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Settlement Share under the terms of this Settlement. The Settlement Administrator's determination of the eligibility for and amount of any Settlement Share shall be binding upon the Settlement Class member and the Parties.

- E. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within three (3) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class member within two (2) business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. It will be conclusively presumed that, if an envelope so mailed has not been returned within thirty (30) days of the mailing, the Settlement Class member received the Notice Packet. Settlement Class members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline, whichever is later, to submit an Exclusion Letter, Objection, or dispute, as applicable. In no event can a Settlement Class Member submit an Exclusion Letter, Objection, or dispute beyond sixty (60) days from the date of re-mailing. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline, if applicable. If a Settlement Class member's Notice Packet is returned to the Settlement Administrator more than once as non-deliverable, then an additional Notice Packet need not be mailed. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Defense Counsel to provide notice of the proposed settlement.

10. **Final Approval.** Following preliminary approval and the close of the period for submitting Exclusion Letters, Objections, or disputes under this Settlement Agreement, Plaintiffs shall apply to the Court for entry of an Order:

- A. Granting final approval of the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Approving Plaintiffs' and Class Counsel's application for attorneys' fees, costs, Class Representative Incentive Awards, and settlement administration costs; and
- C. Entering judgment pursuant to California Rule of Court 3.769.

11. **Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this settlement. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code § 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret,

or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code § 1152.

12. **Nondisclosure and Nonpublication.** Plaintiffs and Class Counsel agree not to disclose or publicize the Settlement Agreement contemplated herein, the fact of the Settlement Agreement, its terms or contents, or the negotiations underlying the Settlement Agreement, in any manner or form, directly or indirectly, to any person or entity, except to Settlement Class members and as shall be contractually required to effectuate the terms of the Settlement Agreement as set forth herein, and except to Plaintiffs' spouses or to their attorneys or tax preparers as necessary for those professionals to provide their professional services to Plaintiffs. However, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other actions, Class Counsel may disclose the names of the Parties in this Action, the venue/case number of this Lawsuit, and a general description of the Lawsuit, to a court in a declaration by Class Counsel.

13. **Continuing Jurisdiction.** Except as otherwise specifically provided for herein, the Court shall retain jurisdiction to construe, interpret and enforce this Settlement, to supervise all notices, the administration of the Settlement, and to hear and adjudicate any dispute arising from or related to the Settlement. The Parties agree that the Court has jurisdiction over the Settlement pursuant to California Code of Civil Procedure, Section 664.6.

14. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by counsel for all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

15. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Performance Team: Kalley Aman, Buchalter, APC, 1000 Wilshire Boulevard,  
Suite 1500, Los Angeles, CA 90017; kaman@buchalter.com

if to Plaintiffs: Christina Humphrey, Christina Humphrey Law, P.C., 236  
West Portal Avenue, #185, San Francisco, CA 94127,  
christina@chumphreylaw.com

Shoham Solouki, Solouki|Savoy, LLP, 316 W. 2<sup>nd</sup> Street,  
Suite 1200, Los Angeles, CA 90012,  
shoham@soloukisavoy.com

16. **Applicable Law.** All terms and conditions of this Settlement Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law or choice of law principles.

17. **Captions and Interpretations.** Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision hereof. Each term of this Agreement is contractual and not merely a recital.

18. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

19. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

20. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Settlement. This Settlement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

DATED: \_\_\_\_\_, 2021

Performance Team, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

DATED: \_\_\_\_\_, 2021

Performance Team Logistics, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

DATED: \_\_\_\_\_, 2021

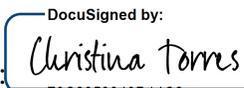
Randy Torres

By: \_\_\_\_\_

Plaintiff and Class Representative

DATED: 1/21/2021, 2021

Christina Torres

By:  \_\_\_\_\_

Plaintiff and Class Representative

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DATED: 1/21, 2021

Performance Team, LLC

By: *Laurie McLaughlin*  
Name: Laurie McLaughlin  
Its: General Counsel

DATED: 1/21, 2021

Performance Team Logistics, LLC

By: *Laurie McLaughlin*  
Name: Laurie McLaughlin  
Its: General Counsel

DATED: 1/21/2021, 2021

Randy Torres

By: <sup>DocuSigned by:</sup> *Randy Torres*  
12973237A8264C4  
Plaintiff and Class Representative

DATED: \_\_\_\_\_, 2021

Christina Torres

By: \_\_\_\_\_  
Plaintiff and Class Representative

**APPROVED AS TO FORM:**

DATED: \_\_\_\_\_, 2021

BUCHALTER, APC

By: \_\_\_\_\_  
Kalley R. Aman  
Attorneys for Defendants  
Performance Team, LLC and Performance Team  
Logistics, LLC

DATED: January 21, 2021

CHRISTINA HUMPRHEY LAW, P.C.

  
By: \_\_\_\_\_  
Christina Humphrey  
Attorneys for Plaintiffs and the Settlement Class

DATED: 1/21/2021, 2021

SOLOUKI SAVOY, LLP

DocuSigned by:  
  
By: \_\_\_\_\_  
Shoham Solouki  
Attorneys for Plaintiffs and the Settlement Class

**APPROVED AS TO FORM:**

DATED: Jan 22, 2021

BUCHALTER, APC

By:   
Kalley R. Aman  
Attorneys for Defendants  
Performance Team, LLC and Performance Team  
Logistics, LLC

DATED: \_\_\_\_\_, 2021

CHRISTINA HUMPRHEY LAW, P.C.

By: \_\_\_\_\_  
Christina Humphrey  
Attorneys for Plaintiffs and the Settlement Class

DATED: \_\_\_\_\_, 2021

SOLOUKI SAVOY, LLP

By: \_\_\_\_\_  
Shoham Solouki  
Attorneys for Plaintiffs and the Settlement Class