

1 Joshua H. Haffner (SBN188652)
2 jhh@haffnerlawyers.com
3 Trevor Weinberg (SBN 330778)
4 tw@haffnerlawyers.com
5 HAFFNER LAW PC
6 15260 Ventura Blvd., Suite 1520
7 Sherman Oaks, California 91403
8 T: 213-514-5681
9 F: 213-514-5682

6 Attorneys for Plaintiff,
7 CARLOS MORENO

8 Christopher J. Eckhart (SBN 331414)
9 ceckhart@scopelitis.com

10 Angela S. Cash (*Pro Hac Vice*)
11 acash@scopelitis.com

12 SCOPELITIS, GARVIN, LIGHT, HANSON & FEARY, P.C.
13 10 West Market Street, Suite 1400
14 Indianapolis, IN 46204
15 T: 317-637-1777
16 F: 317-687-2414

17 Attorneys for Defendant,
18 JOHN CHRISTNER TRUCKING, LLC

19 **ADDITIONAL COUNSEL ON NEXT PAGE**

20 UNITED STATES DISTRICT COURT
21 CENTRAL DISTRICT OF CALIFORNIA

22 CARLOS MORENO, an individual, on
23 behalf of himself and all others
24 similarly situated,

25 Plaintiffs,

26 vs.

27 JCT LOGISTICS, INC.; and DOES 1
28 through 10, inclusive,

Defendants.

Case No. 5:17-cv-02489-JGB-KK

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

1 Christopher C. McNatt, Jr. (SBN 174559)
2 cmcnatt@scopelitis.com
3 SCOPELITIS, GARVIN, LIGHT, HANSON & FEARY, LLP
4 2 North Lake Avenue, Suite 560
5 Pasadena, CA 91101
6 T: 626-795-4700
7 F: 626-795-4790

8 Alaina C. Hawley (SBN 309191)
9 ahawley@scopelitis.com
10 SCOPELITIS, GARVIN, LIGHT, HANSON & FEARY, P.C.
11 3636 S. Geyer Road, Suite 100
12 St. Louis, MO 63127
13 T: 314-834-6251
14 F: 314-834-6252

15 Attorneys for Defendant,
16 JOHN CHRISTNER TRUCKING, LLC
17
18
19
20
21
22
23
24
25
26
27
28

TABLE OF CONTENTS

1

2 I. DEFINITIONS1

3 II. FACTUAL AND PROCEDURAL BACKGROUND OF ACTION.....9

4 1. The Parties and Their Relationship.9

5 2. Plaintiff’s Claims.....9

6 3. Discovery, Investigation, and Research.10

7 4. The Certified Claims, Plaintiff’s Evaluation of Risk, and Benefits
8 of Settlement.....11

9 5. JCT’s Denial of Wrongdoing and Liability.13

10 6. Intent of the Settlement.13

11 III. SETTLEMENT CONSIDERATION.....14

12 1. Gross Settlement Amount.14

13 2. Incentive Award for Plaintiff.14

14 3. Class Counsel’s Attorneys’ Fees, Costs, and Expenses.....14

15 4. Administrative Expenses.....15

16 5. Settlement Payments to Class Members.16

17 6. Tax Treatment of Payments.16

18 IV. NOTICE TO CLASS MEMBERS, AND CLAIMS ADMINISTRATION
19 PROCESS16

20 1. The Settlement Administrator’s Responsibilities.16

21 2. Notice of Settlement to State and Federal Officials.....17

22 3. Notice to Class Members.17

23 a. Mailed and E-mailed Notice. 17

24 b. Notice by Posting at a Contract Carrier’s Principal Place of
25 Business. 19

26 c. Notice by Publication..... 19

27 d. Website..... 20

28 e. Text Message. 20

4. Calculation of Settlement Payments.20

1	a.	Determination of the Net Settlement Amount.....	21
2	b.	Payment Per Load.....	21
3	c.	Single Truck Payment.....	21
4	d.	Claim Payment.....	21
5	e.	Competing Claims – Single Truck Contract Carrier.	21
6	f.	Competing Claims - Contract Carrier Total Loads.....	22
7	5.	Claim Process.....	22
8	6.	Resolution of Disputes About Contract Carrier Total Loads or Claimant Payments.....	23
9	7.	Opt-Out Procedure.	24
10	8.	Objections.....	24
11	9.	Payment Obligations.	25
12	10.	Weekly Reports.....	26
13	11.	Determination of Final Settlement Payments Amount and Final Report.....	26
14	12.	Declaration of Due Diligence, Proof of Providing Notice, and Summary of Settlement Administration.....	27
15			
16	V.	MOTIONS FOR COURT APPROVAL	27
17	1.	Preliminary Approval.....	27
18	2.	Final Approval.....	27
19	3.	Dismissal with Prejudice of the Action.....	27
20	VI.	PAYMENT BY JCT OF THE GROSS SETTLEMENT AMOUNT AND SETTLEMENT DISTRIBUTION.	28
21	1.	Qualified Settlement Fund.	28
22	2.	Provision of Final Order to Settlement Administrator.....	28
23	3.	Wire Transfer of Gross Settlement Amount.	28
24	4.	Time for Payment of Administrative Expenses, Class Counsel’s Attorneys’ Fees, Costs, and Expenses, and Plaintiff’s Incentive Award.....	29
25	a.	Settlement Administrator’s Expenses.....	29
26	b.	Class Counsel’s Attorneys’ Fees, Costs and Expenses.	29
27			
28			

1	c.	Plaintiff’s Incentive Award.....	29
2	5.	Time for Payment of Settlement Payments.....	30
3	6.	Returned & Uncashed Settlement Payment Checks.	30
4	7.	Extension of Time to Administer Settlement and/or Process Settlement Payment Amounts.	31
5	8.	No Claim Based Upon Distributions or Payments in Accordance with this Stipulation.	31
6			
7	VII.	NULLIFICATION OF THIS STIPULATION.	31
8	1.	Non-Approval of the Stipulation.....	31
9	2.	JCT’s Right to Void Settlement.	32
10	3.	Invalidation.....	32
11	4.	Stay Upon Appeal.	32
12	VIII.	RELEASES AND WAIVERS.....	32
13	1.	Release of Claims by Class Members Who/That Did Not Timely Opt-Out.....	32
14	2.	Release of Claims by Plaintiff.....	33
15	a.	Release.	33
16	b.	Section 1542.....	35
17	c.	Waiver of Money or Damages.....	35
18	d.	Period to Consider Terms of Agreement.	35
19	e.	Revocation of Agreement.	36
20	IX.	DUTIES OF THE PARTIES.....	36
21	1.	Mutual Full Cooperation.	36
22	2.	Duty to Support and Defend the Settlement.	36
23	X.	MISCELLANEOUS PROVISIONS.	37
24	1.	Different Facts.....	37
25	2.	No Prior Assignment.....	37
26	3.	Non-Admission.	37
27	4.	Confidentiality.....	38
28	5.	Non-Retaliation.	38

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

6. Construction.....39
7. Governing Law.....39
8. Notices.....39
9. Captions and Interpretations.....39
10. Modification.....39
11. Integration Clause.....40
12. Successors and Assigns.....40
13. Class Counsel Signatories.....40
14. Corporate Signatories.....40
15. Execution in Counterparts.....40
16. Attorney Fees, Costs, and Expenses.....41
17. Action to Enforce Agreement.....41

1 JOINT STIPULATION OF SETTLEMENT AND RELEASE OF CLASS
2 ACTION CLAIMS

3 This Joint Stipulation of Settlement and Release of Class Action Claims
4 (Stipulation) is made and entered into by Plaintiff, Carlos Moreno, an individual, on
5 behalf of himself and all others similarly situated, as defined below, on the one hand, and
6 Defendants, JCT Logistics, Inc. and John Christner Trucking, LLC (JCT), on the other
7 hand. This Stipulation is subject to the approval of the Court under Rule 23(c) of the
8 Federal Rules of Civil Procedure (Rule 23(c)) and is made for the purpose of
9 consummating settlement of this Action, as defined below, on a classwide basis subject
10 to the following terms and conditions. As detailed below, in the event the Court does not
11 enter an order granting final approval of the Stipulation or the conditions precedent are
12 not met for any reason, this Stipulation shall be null and void and shall have no force or
13 effect whatsoever.

14 **I. DEFINITIONS**

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

19 **1. Action.** “Action” shall mean the civil action entitled *Carlos Moreno, an*
20 *individual, on behalf of himself and all others similarly situated, v. JCT Logistics, Inc.,*
21 *et al.*, Case No. 5:17-cv-02489-JGB-KK, pending in the U.S. District Court for the
22 Central District of California.

23 **2. Administrative Expenses.** “Administrative Expenses” shall include any
24 and all costs incurred in connection with the Settlement Administrator’s work.

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

1 **4. Claimant.** “Claimant” shall mean Class Members that submit a valid Claim
2 Form and supporting documentation to receive a Settlement Payment.

3 **5. Claim Form.** “Claim Form” shall mean the form, attached as **Exhibit 2**,
4 that Class Members who do not meet the definition of a Single Truck Contract Carrier
5 must fill out, submit, and have approved in order to receive a Claim Payment.

6 **6. Claim Payment.** “Claim Payment” shall mean an amount equal to the
7 number of loads a Claimant requests and is approved by the Settlement Administrator in
8 accordance with the provisions of Article IV, Sections 4 - 6, multiplied by the Payment
9 Per Load.

10 **7. Claim Period.** “Claim Period” shall mean the 120-day period after the
11 Settlement Administrator issues the Notice and within which Claimants must submit a
12 Claim Form to receive a share of the Net Settlement Amount.

13 **8. Claims.** “Claims” shall mean the claims for relief asserted in the First
14 Amended Class Action Complaint, including, but not limited to: (1) unlawful failure to
15 provide meal periods, Cal. Labor Code §§ 226.7, 512, IWC Wage Order No. 9-2001,
16 § 11; (2) unlawful failure to provide rest periods, Cal. Labor Code §§ 226.7, 512,
17 and 1194, IWC Wage Order No. 9-2001, § 12; (3) unlawful failure to pay minimum
18 wages, Cal. Labor Code §§ 510, 1194, 1194.2, 1197, IWC Wage Order No. 9-2001,
19 § 4; (4) failure to furnish timely and accurate wage statements, Cal. Labor Code §§ 226
20 and 226.3; (5) failure to pay all wages owed every pay period, Cal. Labor Code § 204;
21 (6) failure to reimburse business expenses, Cal. Labor Code § 2802; and (7) violation of
22 California’s Unfair Competition Act, Cal. Bus. & Prof. Code §§ 17200 *et seq.* In
23 addition, Claims shall include Plaintiff’s claim for failure to pay for rest periods taken,
24 Cal. Labor Code §§ 226.2, 1194, IWC Wage Order No. 9-2001, § 12, that was not
25 asserted in the First Amended Class Action Complaint but was asserted by Plaintiff as
26 part of the class certification proceedings and included in this Stipulation by the
27 agreement of the Parties.

1 **9. Class Counsel.** “Class Counsel” shall mean Haffner Law PC, 445 South
2 Figueroa Street, Suite 2325, Los Angeles, California 90071.

3 **10. Class Member.** “Class Member” shall mean any person who is a member
4 of the Classes, or, if such person is incompetent or deceased, the person’s legal guardian,
5 executor, heir, or successor-in-interest, who does not opt out of the Settlement.

6 **11. Class Period.** “Class Period” shall mean July 6, 2013 and continuing
7 through the Preliminary Approval Date.

8 **12. Classes.** The “Classes” shall mean the Primary Class and the Subclass,
9 collectively.

10 **13. Complaint.** “Complaint” shall mean the First Amended Class Action
11 Complaint filed on December 18, 2017, in this Action.

12 **14. Contract Carrier.** “Contract Carrier” shall mean any individual or entity
13 that entered into a broker-carrier agreement or contract-carrier agreement with JCT.

14 **15. Contract Carrier Total Loads.** “Contract Carrier Total Loads” shall mean
15 the total number of loads JCT’s records show were brokered to a Contract Carrier during
16 the Class Period.

17 **16. Court.** “Court” shall mean the U.S. District Court for the Central District of
18 California.

19 **17. Defense Counsel.** “Defense Counsel” shall mean Christopher J. Eckhart
20 and Angela S. Cash, Scopelitis, Garvin, Light, Hanson & Feary, P.C., 10 West Market
21 Street, Suite 1400, Indianapolis, Indiana 46204.

22 **18. Effective Date.** “Effective Date” shall be the date when all of the following
23 events have occurred: (a) this Stipulation has been executed by all Parties and by Class
24 Counsel and Defense Counsel; (b) the Court has given preliminary approval to the
25 Settlement; (c) Notice has been given to the Class Members providing them with an
26 opportunity to opt-out of the Settlement; (d) the Court has held a Final Approval and
27 Fairness Hearing and entered a final order and judgment certifying the Classes and
28 approving this Stipulation; and (e) in the event there are written objections filed prior to

1 the Final Approval and Fairness Hearing that are not later withdrawn, the later of the
2 following events: (i) when the period for filing any appeal, writ, or other appellate
3 proceeding opposing the Settlement has elapsed without any appeal, writ, or other
4 appellate proceeding having been filed; or (ii) any appeal, writ, or other appellate
5 proceeding opposing the Settlement has been dismissed finally and conclusively with no
6 right to pursue further remedies or relief; or (iii) any appeal, writ, or other appellate
7 proceeding has upheld the Court’s final order with no right to pursue further remedies or
8 relief. In this regard, it is the intention of the Parties that the Settlement shall not become
9 effective until the Court’s order approving the Settlement is completely final and there is
10 no further recourse by an appellant or objector who seeks to contest the Settlement. In
11 the event that no objections are filed, the Effective Date shall be after steps
12 (a) through (d) have been completed.

13 **19. FMCSA.** “FMCSA” shall mean the Federal Motor Carrier Safety
14 Administration, an agency of the U.S. Department of Transportation.

15 **20. Final Approval and Fairness Hearing.** “Final Approval and Fairness
16 Hearing” shall mean the final hearing held to ascertain the fairness, reasonableness, and
17 adequacy of the Settlement.

18 **21. Gross Settlement Amount.** “Gross Settlement Amount” shall mean the
19 maximum amount of **\$1,200,000.00** that JCT will pay in connection with this Settlement,
20 in exchange for the release of the Class Members’ Claims. The Gross Settlement Amount
21 shall be used to satisfy all of JCT’s liabilities arising from the Settlement, interest, Class
22 Counsel’s attorney’s fees and costs, Administrative Expenses, Plaintiff’s Incentive
23 Award, and the Net Settlement Amount. JCT will have no obligation to pay any amount
24 in connection with this Settlement apart from the Gross Settlement Amount.

25 **22. Hearing on Preliminary Approval.** “Hearing on Preliminary Approval”
26 shall mean the hearing held on the motion for preliminary approval of the Settlement.
27
28

1 **23. Incentive Award.** “Incentive Award” shall mean an additional monetary
2 payment provided to Plaintiff of up to \$10,000 for his efforts on behalf of the Classes in
3 this Action, as approved by the Court.

4 **24. JCT.** “JCT” shall mean John Christner Trucking, LLC, JCT Logistics, LLC,
5 JCT Transportation Services, LLC d/b/a JCT Logistics, and any other affiliated company.
6 The Parties agree and acknowledge that there is no entity called JCT Logistics, Inc.

7 **25. Load Count.** “Load Count” shall mean the total number of loads brokered
8 by JCT to Class Members during the Class Period based on JCT’s records, which is
9 projected to be 122,689 loads plus an estimated 1,850 loads per month from August 2022
10 to the Preliminary Approval Date.

11 **26. Minimum Payment to Class Members from Net Settlement Amount.**
12 “Minimum Payment to Class Members from Net Settlement Amount” shall mean an
13 amount equal to 45% of the Net Settlement Amount and shall be the minimum amount
14 of the Net Settlement Amount that JCT must pay to Class Member pursuant to this
15 Stipulation as Single Truck Payments and/or Claim Payments.

16 **27. Net Settlement Amount.** “Net Settlement Amount” shall mean the Gross
17 Settlement Amount less (a) Class Counsel’s claim for attorneys’ fees, not to exceed one-
18 third of the Gross Settlement Amount or \$400,000, as approved by the Court; (b) Class
19 Counsel’s claim for costs and expenses, not to exceed \$20,000, as approved by the Court;
20 (c) an Incentive Award to Plaintiff of \$10,000, as approved by the Court; and
21 (d) Administrative Expenses, not to exceed \$40,000, as approved by the Court; and shall
22 be the maximum amount to be distributed to Class Members.

23 **28. Notice.** “Notice” shall mean the Notice of Proposed Class Action Settlement
24 and Hearing Date for Court Approval, attached as **Exhibit 1**, or as otherwise approved
25 by the Court, and disseminated through multiple methods described in Article IV, Section
26 3.

1 **29. Opt-Out(s).** “Opt-Out(s)” shall mean any and all Class Members who
2 timely and validly request exclusion from the Classes in accordance with the terms of the
3 Notice.

4 **30. Opt-Out Deadline.** “Opt-Out Deadline” shall mean the date by which Class
5 Members must submit their Opt-Out Request, which is 120 days after the Settlement
6 Administrator mails the Notice.

7 **31. Opt-Out Request.** “Opt-Out Request” shall mean a timely and valid request
8 for exclusion from the Classes in accordance with the terms of the Notice.

9 **32. Parties.** “Parties” shall mean Plaintiff and JCT.

10 **33. Payment Per Load.** “Payment Per Load” shall mean the amount equal to
11 the Net Settlement Amount divided by the Load Count.

12 **34. Plaintiff or Class Representative.** “Plaintiff” or “Class Representative”
13 shall mean Plaintiff, Carlos Moreno.

14 **35. Preliminary Approval Date.** “Preliminary Approval Date” shall mean the
15 date upon which the Court enters an order preliminarily approving this Settlement.

16 **36. Primary Class.** “Primary Class” shall mean all current and former
17 California residents who submit a valid Claim Form and who drove for JCT, intrastate,
18 pursuant to a contract-carrier agreement at any time during the Class Period.

19 **37. Released Claims.** “Released Claims” shall mean all wage and hour claims
20 under federal and state law that were brought or could have been brought in this case
21 based on the facts alleged in the Complaint, including claims for unpaid minimum wages,
22 missed meal and rest breaks, unpaid rest breaks, and derivative claims under California
23 Labor Code §§ 203 and 226 and all claims for unlawful business practices under the
24 California Business and Professions Code §§ 17200, *et seq.* Plaintiff and the Class
25 Members will also expressly waive and relinquish the provisions, rights, and benefits of
26 California Civil Code § 1542 (Section 1542). Plaintiff and any entity he owned,
27 including, but not limited to, Brown & Cross Trucking, shall also provide a general
28 release.

1 **38. Released Parties.** “Released Parties” shall mean JCT, and all its present and
2 former officers, directors, shareholders, members, partners, agents, employees,
3 representatives, attorneys, parent companies, subsidiaries, divisions, affiliates, related
4 companies, successors and assigns, and Hirschbach Motor Lines, Inc., and its affiliates
5 and related companies including, but not limited to, Hirschbach, Inc., GR Equipment
6 Leasing, Inc. d/b/a Next Level Leasing d/b/a Orange Equipment Sales, Smooth Air
7 Leasing, LLC, All In Properties, LLC, Hirschbach Transportation Services, Inc., JCT
8 Holding Co., LLC, John Christner Trucking, Inc., Christner Properties, LLC, Three
9 Diamond Leasing, LLC, Mastery Software Solutions, LLC, and Spot Lite, LLC.

10 **39. Reversion Amount.** “Reversion Amount” shall mean the portion of the Net
11 Settlement Amount not distributed to Class Members through Settlement Payments that
12 JCT may retain, subject to the requirement that JCT pay at least 45% of the Net
13 Settlement Amount to Class Members. After all Single Truck Payments are determined
14 and all Claim Forms are processed, if the total of the Settlement Payments is less than
15 45% of the Net Settlement Amount, then the Payment Per Load will be increased such
16 that the total amount of the Settlement Payments equals 45% of the Net Settlement
17 Amount. Therefore, under no circumstance will the Reversion Amount exceed 55% of
18 the Net Settlement Amount.

19 **40. Settlement.** “Settlement” shall mean the class action settlement embodied
20 in this Stipulation, which is subject to Court approval.

21 **41. Settlement Administrator.** “Settlement Administrator” shall mean CPT
22 Group, Inc., 50 Corporate Park, Irvine, California 92606, which the Parties have agreed
23 will be responsible for administration of the Settlement and related matters, or another
24 neutral administrator mutually agreed to by the Parties.

25 **42. Settlement Funds.** “Settlement Funds” shall mean the actual amount of the
26 Gross Settlement Amount to be paid by JCT to fund the settlement once all amounts to
27 be paid pursuant to this Stipulation have been fully and finally determined and will
28 consist of (a) Class Counsel’s claim for attorneys’ fees, not to exceed one-third of the

1 Gross Settlement Amount or \$400,000, as approved by the Court; (b) Class Counsel’s
2 claim for costs and expenses, not to exceed \$20,000, as approved by the Court; (c) an
3 Incentive Award to Plaintiff of \$10,000, as approved by the Court; (d) Administrative
4 Expenses, not to exceed \$40,000, as approved by the Court; and (e) the total Settlement
5 Payments paid to all Class Members. The Settlement Funds and the Reversion Amount
6 should equal but will not exceed the Gross Settlement Amount.

7 **43. Settlement Payment.** “Settlement Payment” shall mean an amount paid to
8 a Class Member from the Net Settlement Amount in the form of a Single Truck Payment
9 or a Claim Payment.

10 **44. Single Truck Contract Carrier.** “Single Truck Contract Carrier” shall
11 mean any member of the Subclass that listed one (1) truck on a carrier profile in JCT’s
12 records or, if the number of trucks cannot be determined from the carrier profile, as
13 determined from the Contract Carrier’s profile on the Federal Motor Carrier Safety
14 Administration’s (FMCSA’s) SAFER system. A Single Truck Contract Carrier will not
15 include any member of the Subclass for which the number of trucks cannot be
16 determined.

17 **45. Single Truck Payment.** “Single Truck Payment” shall mean the amount a
18 Single Truck Contract Carrier is entitled to receive under the Settlement, and is equal to
19 the number of Loads that JCT brokered to the Single Truck Contract Carrier during the
20 Class Period as determined by JCT’s records, multiplied by the Payment Per Load,
21 subject to the provisions in Article IV, Section 4 that will apply if any portion of the loads
22 are also claimed by a Claimant.

23 **46. Subclass.** “Subclass” shall mean all current and former California residents
24 who individually, or on behalf of a company they owned, entered into a contract-carrier
25 agreement with JCT and drove California intrastate loads brokered by JCT to the
26 Contract Carrier at any time during the Class Period.

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

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

2 **1. The Parties and Their Relationship.**

3 JCT has freight brokerage authority. As a broker, JCT finds shippers that need
4 freight delivered and offers the loads to Contract Carriers. Some Contract Carriers are
5 large operations with dozens of trucks at their disposal; others are small, one-truck, one-
6 driver businesses. Some Contract Carriers accept loads brokered by JCT on a regular
7 basis, some accept loads intermittently, some accept only one load. JCT pays Contract
8 Carriers different amounts based on negotiations that can occur for each load.

9 In 2009, Plaintiff's business, Brown & Cross Trucking, obtained its own motor
10 carrier authority from the FMCSA. Since then, Plaintiff has worked with several freight
11 brokers. In April 2017, Plaintiff signed a broker-carrier agreement with JCT. Plaintiff
12 owned one truck, which he drove, and he only accepted freight that needed moved within
13 California.

14 **2. Plaintiff's Claims.**

15 On July 6, 2017, shortly after terminating his broker-carrier agreement with JCT,
16 Plaintiff sued JCT Logistics in the Superior Court of California for the County of San
17 Bernardino, alleging that JCT Logistics had misclassified him as an independent
18 contractor. Plaintiff asserted the following claims under California law: (a) failure to
19 provide meal breaks; (b) failure to provide rest breaks; (c) failure to pay the minimum
20 wage for all hours worked; (d) failure to furnish timely and accurate wage statements;
21 (e) failure to pay all wages owed; (f) failure to reimburse business expenses; and
22 (g) unfair competition under the UCL. Plaintiff brought these claims on behalf of himself
23 and all other California-based Contract Carriers since July 2013. On July 27, 2017,
24 Plaintiff filed an Amendment to the Complaint in which he added John Christner
25 Trucking, LLC as a defendant; the remainder of the allegations remained the same.

26 On December 13, 2017, JCT removed the case to the U.S. District Court for the
27 Central District of California, where it was assigned Case No. 5:17-cv-02489-JGB-KK.

1 JCT denies and continues to deny any liability to Plaintiff and Class Members and
2 has raised various defenses to the Claims.

3 **3. Discovery, Investigation, and Research.**

4 Class Counsel have conducted discovery and an investigation relating to the
5 Claims during the prosecution of the Action. This discovery, investigation, and
6 prosecution has included, among other things, (a) holding multiple meetings with
7 Plaintiff; (b) inspecting and analyzing documents and data produced by Plaintiff and
8 JCT; (c) analyzing the legal positions taken by JCT and the developments in the law
9 related to preemption of various provisions of the California Labor Code by federal
10 statutes or regulations; (d) investigating the viability of class treatment of the Claims,
11 including misclassification under both *Borello & Sons, Inc. v. Department of Industrial*
12 *Relations*, 48 Cal. 3d 341 (1989), and *Dynamex Operations West v. Superior Court*, 4
13 Cal. 5th 903 (2018), *reh'g denied* (June 20, 2018), as codified in Cal. Labor Code §2775;
14 (e) defending Plaintiff's deposition; (f) deposing JCT's Rule 30(b)(6) designees;
15 (g) engaging in briefing on class certification and on the issue of the scope of the Court's
16 order granting certification of Plaintiff's rest break pay claim and the appropriate Notice
17 related thereto; (h) analyzing potential classwide damages prior to the mediations that
18 occurred in this Action; (i) researching the applicable law with respect to the Claims and
19 the potential defenses thereto; (j) exchanging information and analysis with Defense
20 Counsel in advance of the mediations; (k) assembling data for calculating damages; and
21 (l) assessing the risk of further litigation over class certification and preemption of
22 Plaintiff's meal period and rest period claims.

23 Class Counsel and Plaintiff have vigorously prosecuted this case, and JCT has
24 vigorously contested it. The Parties have engaged in sufficient investigation and
25 discovery to assess the relative merits of the Claims and JCT's defenses to them.

1 **4. The Certified Claims, Plaintiff’s Evaluation of Risk, and Benefits of**
2 **Settlement.**

3 On May 29, 2019, the Court issued its Order Granting in Part Plaintiff’s Motion
4 for Class Certification. Although Plaintiff requested certification of all the claims in the
5 Complaint, the Court certified only three of them. Importantly, in the Order the Court
6 made legal conclusions about the applicability of the *Dynamex* ABC test to the Primary
7 Class and the reach of the December 28, 2018 decision by the Federal Motor Carrier
8 Safety Administration (FMCSA) (FMCSA Decision) that California’s meal and rest
9 period rules were preempted by the federal hours of service regulations. Specifically, the
10 Court determined that regardless of how a Contract Carrier classified its employees, the
11 ABC test would apply to decide whether JCT employed them rather than the traditional
12 joint-employment test. Further, the Court concluded that the FMCSA Decision would
13 not apply to Plaintiff’s or the putative classes’ meal and rest period claims for violations
14 that may have occurred prior to December 28, 2018. In the end, the Court certified the
15 Primary Class on Plaintiff’s meal break claim, and the Subclass on Plaintiff’s minimum
16 wage and failure to pay for rest breaks claims.

17 After the Court issued its Order, a dispute arose between the parties about the scope
18 of the certified rest break claim. In Plaintiff’s proposed notice to the Classes, he stated,
19 in pertinent part, that the Court had certified a failure to provide rest break claim and that
20 the Subclass could seek one hour of premium pay for each day they missed a rest break.
21 JCT’s proposed notice, however, stated, in pertinent part, that the Court had certified a
22 claim that JCT failed to compensate the Subclass for rest breaks taken. After briefing and
23 a hearing on the competing notices, the Court sided with JCT and adopted its language
24 regarding the certified rest break pay claim. Otherwise, on February 18, 2020, the Court
25 approved the proposed notice, with JCT’s proposed language for the rest break pay claim,
26 as well as the Parties’ proposed plan to disseminate the notice.

27 Shortly after the Court issued its order regarding class notice, the parties requested
28 a stay of the case while several issues related to the certified claims were being decided

1 in the various appellate courts including, among others, applicability of the ABC test to
2 allegations of joint employment, the scope of the FMCSA’s Decision, and federal
3 preemption of the “B prong” of the ABC test. The stay remained in place until the
4 appellate courts had issued conclusive decisions; the Court lifted the stay on July 15,
5 2022.

6 The discovery conducted in this matter, the complete briefing and analysis of class
7 certification of the claims, subsequent developments in the law made during the stay,
8 discussions between Class Counsel and Defense Counsel as well as JCT’s mediation
9 statement, which was shared with Class Counsel, have been adequate to give Plaintiff
10 and Class Counsel a sound understanding of the merits of the Classes’ positions and to
11 evaluate the worth of the Claims to the Classes. This Settlement was reached with the
12 assistance of an experienced Judicate West mediator, Michael D. Young, after arms-
13 length bargaining by the Parties during a full-day, remotely-held second mediation
14 session and subsequent discussions to finalize a Memorandum of Understanding (MOU).
15 The discovery conducted in this Action—both formal and informal—and the information
16 exchanged by the Parties during two mediations, but most importantly during the last and
17 successful mediation of this Action, are sufficient to reliably assess the merits of the
18 Parties’ respective positions and to compromise the issues on a fair and equitable basis.

19 Plaintiff and Class Counsel believe that the Claims have merit. However, Plaintiff
20 and Class Counsel recognize and acknowledge the expense and delay of continued
21 lengthy proceedings necessary to prosecute the Claims in this Action against JCT,
22 including JCT’s anticipated motion to decertify and motion for summary judgment, and
23 through trial and appeals. Class Counsel has considered the uncertain outcome and the
24 risk of any litigation, the risk of continued litigation in complex actions such as this, as
25 well as the difficulties and delays inherent in such litigation, and the potential difficulty
26 of maintaining the Action as a class action. Class Counsel is mindful of the inherent
27 problems of proof under, and possible defenses to, the Claims. Class Counsel believes
28 that the Settlement set forth in this Stipulation confers substantial benefits upon Plaintiff

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

5 **5. JCT's Denial of Wrongdoing and Liability.**

6 JCT denies each and every one of the claims and contentions alleged by Plaintiff
7 in the Action. JCT has expressly denied and continues to deny all charges of wrongdoing
8 or liability against it arising out of any of the conduct, statements, acts or omissions
9 alleged, or that could have been alleged, in the Action. JCT contends it complied in good
10 faith with all applicable provisions of California law cited in the Complaint. JCT further
11 denies that, for any purpose other than settling this Action, the Claims are appropriate for
12 class or representative treatment. Nonetheless, JCT has concluded that further litigation
13 relating to the Claims would be protracted and expensive and that it is desirable that the
14 Claims be fully and finally settled in the manner and upon the terms and conditions set
15 forth in this Stipulation in order to limit further expense, inconvenience and distraction,
16 to dispose of burdensome and protracted litigation, and to permit the operation of JCT's
17 businesses without further expensive litigation and the distraction and diversion of its
18 personnel with respect to matters at issue in the Action. JCT has also carefully considered
19 the uncertainty and risks inherent in any litigation, especially in complex cases such as
20 the Action. JCT has, therefore, determined that it is desirable and beneficial that the
21 Claims be settled in the manner and upon the terms and conditions set forth in this
22 Stipulation.

23 **6. Intent of the Settlement.**

24 The Settlement set forth herein intends to achieve the following: (1) entry of an
25 order approving the Settlement and granting the monetary and other relief set forth in
26 this Stipulation to the Class Members; (2) entry of judgment and dismissal with prejudice
27 of the Claims; (3) discharge of Released Parties from liability for any and all of the
28

1 Released Claims as to the Class Members; and (4) discharge of the Released Parties from
2 liability to the Plaintiff and the Class Members under Section 1542.

3 **III. SETTLEMENT CONSIDERATION.**

4 **1. Gross Settlement Amount.**

5 The Gross Settlement Amount shall not exceed the aggregate sum of ONE
6 MILLION TWO HUNDRED THOUSAND DOLLARS (**\$1,200,000.00**) in full
7 settlement of the Released Claims. The Gross Settlement Amount shall constitute
8 adequate consideration for the Settlement and will be made in full and final settlement
9 of: (a) the Released Claims and any interest thereon, (b) a general release of all claims
10 by Plaintiff, (c) the Administrative Expenses, (d) Class Counsel's claims for attorneys'
11 fees, costs and expenses, as approved by the Court, (e) an Incentive Award to Plaintiff,
12 as approved by the Court, and (f) any other obligation of JCT under this Stipulation.

13 **2. Incentive Award for Plaintiff.**

14 Plaintiff may receive an Incentive Award in an amount up to \$10,000, subject to
15 Court approval, for his efforts on behalf of the Classes in this Action, including assisting
16 in investigation and consulting with Class Counsel. In exchange for receipt of an
17 Incentive Award, Plaintiff shall execute the release provided for in this Stipulation, which
18 release will be effective upon the Effective Date. Any Incentive Award approved by the
19 Court shall be paid to Plaintiff from the Gross Settlement Amount and shall be in addition
20 to any distribution to which Plaintiff may otherwise be entitled as a Class Member. The
21 Settlement Administrator will report the Incentive Award paid to Plaintiff on an IRS
22 Form 1099. Plaintiff shall be responsible for the payment of any and all taxes with respect
23 to his Incentive Award and shall hold JCT harmless from any and all liability with regard
24 thereto.

25 **3. Class Counsel's Attorneys' Fees, Costs, and Expenses.**

26 At the time Plaintiff submits the motion for final approval of the Settlement, Class
27 Counsel may submit a motion for an award of attorneys' fees not to exceed \$400,000 or
28 one-third of the Gross Settlement Amount, and for reimbursement of costs and expenses

1 not to exceed \$20,000, which will be heard by the Court at the Final Approval and
2 Fairness Hearing. As a condition of this Settlement, Class Counsel have agreed to pursue
3 their attorneys' fees, costs, and expenses with respect to the Claims only in the manner
4 reflected by this Section. Any attorneys' fees, costs, and expenses awarded by the Court
5 shall be paid from the Gross Settlement Amount and shall not constitute payment to any
6 Class Members. The Settlement is not conditioned on the Court's approval of Class
7 Counsel's motion for attorneys' fees, costs, and expenses, and any amounts that are not
8 approved for attorneys' fees, costs, and expenses shall remain part of the Net Settlement
9 Amount.

10 The attorneys' fees, costs, and expenses approved by the Court shall encompass,
11 with respect to the Claims: (a) fees for all work performed and costs and expenses
12 incurred by, or at the direction of, any attorney purporting to represent Plaintiff or the
13 Classes through the date of this Stipulation; (b) fees for all work to be performed and
14 costs and expenses to be incurred in connection with approval by the Court of the
15 Settlement, including any appeal arising out of an objection to the Settlement; and
16 (c) fees for all work to be performed and costs and expenses, if any, incurred in
17 connection with administering the Settlement through final approval of the Settlement
18 and dismissal of the Action, with prejudice.

19 **4. Administrative Expenses.**

20 All costs and expenses due to the Settlement Administrator in connection with its
21 administration of the Settlement, including, but not limited to, providing the Notice,
22 locating Class Members, processing Claim Forms, processing Opt-Out Requests, and
23 calculating, administering, and distributing Settlement Payments to the Class Members,
24 shall be paid from the Gross Settlement Amount. The Parties agree to cooperate in the
25 settlement administration process and to make all reasonable efforts to control and
26 minimize the costs incurred in the administration of the Settlement.

27 The Parties have agreed that the Administrative Expenses shall not exceed
28 \$40,000. To the extent the Administrative Expenses exceed \$40,000, the excess is to be

1 paid from the Gross Settlement Amount, subject to Court approval. Under no
2 circumstances will JCT be required to pay more than the Gross Settlement Amount.

3 **5. Settlement Payments to Class Members.**

4 Settlement Payments shall be distributed to Single Truck Contract Carriers and
5 Claimants in accordance with Article IV, Sections 3, 4, 5, 8, and Article VI, Section 5.

6 **6. Tax Treatment of Payments.**

7 The Parties agree that the Settlement Payments will be reported on an IRS
8 Form 1099. Further, the attorneys' fees, costs, and expenses separately paid to Class
9 Counsel will also be reported on an IRS Form 1099. The Settlement Administrator will
10 also report Plaintiff's Incentive Award on an IRS Form 1099. In the event any portion of
11 the Settlement Payments paid to Plaintiff or the Class Members is ultimately construed
12 by the IRS or any other taxing authority to be taxable income from which taxes should
13 have been withheld, Plaintiff and the Class Members shall pay any and all such taxes,
14 interest, and penalties on the amount they receive.

15 **IV. NOTICE TO CLASS MEMBERS, AND CLAIMS ADMINISTRATION**
16 **PROCESS**

17 **1. The Settlement Administrator's Responsibilities.**

18 The Settlement Administrator will be responsible for locating correct addresses for
19 the Single Truck Contract Carriers, Contract Carriers, and any other reasonably
20 discoverable Class Members; calculating Single Truck Payments; mailing, texting,
21 emailing, and publishing the Notice as set forth in Section 3, handling inquiries from
22 Class Members concerning the Notice, and providing the Notice based on inquiries from
23 Class Members through the website; administering claims submitted by Claimants;
24 preparing, administering and distributing Settlement Payments, the Incentive Award as
25 approved by the Court, Class Counsel's attorneys' fees, costs, and expenses as approved
26 by the Court, and Administrative Expenses; determining the amount of Settlement Funds
27 to be paid after the claims process is completed, and the Reversion Amount, if any; and
28

1 performing such other duties further described in this Article, in Article V., or as the
2 Parties may direct.

3 All costs and expenses of the Settlement Administrator for administration of the
4 Settlement shall be paid from the Gross Settlement Amount as part of the Administrative
5 Expenses.

6 **2. Notice of Settlement to State and Federal Officials.**

7 Within 10 days of receiving notice that Class Counsel has filed the Motion for
8 Preliminary Approval of the Settlement, JCT shall serve the CAFA Notice on the
9 appropriate federal and state officials, as required by 28 U.S.C. § 1715(b).

10 **3. Notice to Class Members.**

11 The Parties agree that neither Plaintiff nor JCT has a reasonable means to
12 determine the contact information for all Class Members. The Court recognized this
13 problem when it previously approved several forms of notice of certification of the
14 Classes. Accordingly, the Parties agree that notice by publication is necessary in this case
15 to adequately address due process concerns associated with the Released Claims and the
16 Section 1542 waiver included in this Settlement. Therefore, Notice to the Class Members
17 shall be provided in the following manner:

18 **a. Mailed and E-mailed Notice.**

19 Within 28 days of the Preliminary Approval Date, JCT shall provide the
20 Settlement Administrator with a list containing Contract Carrier names, and, where
21 available, individual names, EIN numbers, Social Security numbers, last-known
22 addresses, email addresses and phone numbers, along with: (i) the total number of trucks
23 as determined by the carrier profile in JCT's records or as determined from the FMCSA's
24 SAFER system for the Contract Carrier; and (ii) the Contract Carrier Total Loads during
25 the Class Period. The Settlement Administrator shall send Class Counsel and Defense
26 Counsel a summary of the Class Information, in anonymized form, in which it identifies
27 the Single Truck Contract Carriers, the estimated Payment Per Load, each Single Truck
28

1 Contract Carrier's estimated Single Truck Payment, and all Contract Carriers that will
2 receive Notice via mail and/or email.

3 Within 35 days of the Preliminary Approval Date, the Settlement Administrator
4 shall send each Contract Carrier the Notice via first-class, United States mail and/or
5 email, if an email address was provided by JCT. The Notice shall contain, among other
6 things, (i) an easily understood statement alerting Class Members that, by participating
7 in the Settlement, each Class Member is releasing and waiving all Released Claims
8 against the Released Parties and the effect of the Section 1542 waiver; (ii) identify
9 whether the Contract Carrier is a Single Truck Contract Carrier; (iii) explain the
10 requirement for those Contract Carriers who/that are not a Single Truck Contract Carrier
11 to post the Notice at their/its principal place of business; (iv) explain how other
12 individuals or entities who/that meet the definition of a Class Member may make a claim;
13 (v) the estimated Payment Per Load assuming all Class Members participate in the
14 Settlement; (vi) the number of trucks attributed to the Contract Carrier based on JCT's
15 records or the FMCSA's SAFER system; (vii) the Contract Carrier Total Loads as
16 determined from JCT's records; (viii) the process for submitting a Claim Form; (ix) a
17 Claim Form; and (x) for Single Truck Contract Carriers, the estimated Single Truck
18 Payment the Single Truck Contract Carrier is expected to receive, assuming full
19 participation of all Class Members.

20 Any returned envelopes containing the Notice from this mailing with forwarding
21 addresses will be used by the Settlement Administrator to locate Class Members. In the
22 event that, prior to the Opt-Out Deadline, any Notice mailed to a Contract Carrier or a
23 Class Member identified during the claims process is returned to the Settlement
24 Administrator as having been undelivered by the U.S. Postal Service, the Settlement
25 Administrator shall perform a skip trace search and seek an address correction for such
26 Contract Carrier or Class Member(s), and a second Notice will be sent to any new or
27 different address obtained. In the event that the Settlement Administrator receives an
28 email indicating that a Notice emailed to a Contract Carrier is undeliverable as addressed,

1 the Settlement Administrator will determine whether the individual or entity is either
2 associated with a Contract Carrier that received mailed notice or is otherwise easily
3 identified using a skip trace search or any other reasonable means to obtain the individual
4 or entity's contact information, and re-mail or re-email the Notice to any new or different
5 address or email address obtained.

6 It will be conclusively presumed that, if an envelope containing the Notice has not
7 been returned within 28 days of the mailing, the Contract Carrier received the Notice
8 and, if applicable, posted the Notice at their/its principal place of business. For email
9 Notices, it will be conclusively presumed that, if the Settlement Administrator does not
10 receive an undeliverable notice or return email indicating that the email address does not
11 belong to a Contract Carrier or an individual associated with a Contract Carrier within
12 7 days of the emailing, the Contract Carrier received the Notice and, if applicable, posted
13 the Notice at their/its principal place of business.

14 **b. Notice by Posting at a Contract Carrier's Principal Place of**
15 **Business.**

16 The Notice will include the requirement that the owner or manager of a Contract
17 Carrier that receives it must post the Notice in a prominent location at the Contract
18 Carrier's principal place of business. The Contract Carrier must post the Notice in a place
19 where drivers who haul loads under its motor carrier authority can read the Notice and
20 the Claim Form included therein. The Notice will require Contract Carriers to post the
21 Notice until the Opt-Out Deadline.

22 **c. Notice by Publication**

23 Within 7 days of the Preliminary Approval Date, the Settlement Administrator will
24 provide to Class Counsel and Defense Counsel a draft of the Notice approved by the
25 Court to be published in publications that the Parties have determined are disseminated
26 regularly to or among individuals who could be a Class Member in this case. As of the
27 date of this Stipulation, the publications include: The Trucker, Overdrive Magazine, Fleet
28 Owner, Road King, and American Trucker. Within 14 days of the Preliminary Approval

1 Date, the Settlement Administrator shall deliver the Notice and appropriate payment to
2 each approved publication so that the notice may be published in the approved
3 publications, according to their regular cycles for the entire Claim Period.

4 **d. Website**

5 The Settlement Administrator will create a website for the Settlement, which will
6 allow Class Members to view the Notice (in generic form), and obtain a Claim Form, this
7 Settlement Agreement, and all papers filed by Class Counsel to obtain preliminary and
8 final approval of the Settlement Agreement. Additionally, the Settlement website will
9 provide contact information for Class Counsel and the Settlement Administrator. The
10 Settlement Administrator will provide Class Counsel and Defense Counsel with a
11 preview of the proposed website along with its suggested meta tags within 7 days of the
12 Preliminary Approval Date. Class Counsel and Defense Counsel must approve the
13 website before it goes live and must approve any modifications to the website. The
14 Settlement Administrator shall also create a toll-free telephone number to field telephone
15 inquiries from Class Members during the Claim Period and during distribution of
16 Settlement Payments. The Settlement Administrator will be directed to take the website
17 and call center down after the 180-day check cashing period referenced in Article VI.,
18 Section 7.

19 **e. Text Message.**

20 The Settlement Administrator, via text message, shall provide a link to the Website
21 for the Settlement to any cell phone number that JCT provides related to a Contract
22 Carrier or its personnel. The Settlement Administrator shall make reasonable efforts to
23 update contact information for any individual or entity it contacts by text message and
24 determines is a Class Member.

25 **4. Calculation of Settlement Payments.**

26 Settlement Payments to Class Members will be determined as follows:
27
28

1 **a. Determination of the Net Settlement Amount.**

2 The Settlement Administrator will determine the Net Settlement Amount
3 presuming that the Court will approve Class Counsel’s request for \$400,000 in attorneys’
4 fees, \$20,000 in costs, \$10,000 for Plaintiff’s Incentive Award, and \$40,000 in
5 Administrative Expenses.

6 **b. Payment Per Load.**

7 The Settlement Administrator will calculate the Payment Per Load by dividing the
8 Net Settlement Amount by the total Load Count.

9 **c. Single Truck Payment.**

10 A Single Truck Contract Carrier will receive an amount equal to the number of
11 loads that JCT brokered to the Single Truck Contract Carrier during the Class Period as
12 determined by JCT’s records, multiplied by the Payment Per Load. A Single Truck
13 Contract Carrier will not include any member of the Subclass for which the number of
14 trucks cannot be determined.

15 **d. Claim Payment.**

16 All remaining Class Members and/or Subclass Members must submit a Claim
17 Form and supporting documentation to receive a Settlement Payment (Claimants).
18 Supporting documentation may include, but is not limited to, invoices, statements,
19 settlements, load documents, bills of lading, check stubs, bank statements, daily diary
20 pages, or other contemporaneous written materials to evidence that the Claimant is
21 entitled to credit for delivery of the number of loads for JCT they request. A Claimant
22 will receive an amount equal to the number of loads the Claimant requests, subject to
23 JCT’s ability to dispute the number of loads claimed, multiplied by the Payment Per
24 Load.

25 **e. Competing Claims – Single Truck Contract Carrier.**

26 If any Class Member(s) file(s) a Claim Form for loads brokered to a Single Truck
27 Contract Carrier, then that Single Truck Contract Carrier must also submit a Claim Form
28 so that the competing claims can be resolved. The Settlement Administrator will use

1 reasonable means to advise the Single Truck Contract Carrier of their/its need to file a
2 Claim Form, including but not limited to the U.S. Postal Service, email, text message,
3 express delivery service, or telephone, such that the Single Truck Contract Carrier will
4 have a minimum of two (2) weeks prior to the end of the Claim Period to submit a Claim
5 Form.

6 **f. Competing Claims - Contract Carrier Total Loads.**

7 The total loads used to calculate the Single Truck Payments and/or Claim
8 Payments related to loads brokered to any given Contract Carrier shall not exceed the
9 Contract Carrier Total Loads. In addition, the total loads used to calculate the Single
10 Truck Payments and/or Claim Payments will not exceed the total Load Count. The
11 Settlement Administrator will track the number of claimed Loads sought throughout the
12 Claim Period and attempt to resolve any competing Claim Forms to the extent possible.
13 However, the Claims Administrator must apprise Defense Counsel and Class Counsel of
14 how it intends to resolve the competing Claim Forms. If the Settlement Administrator is
15 unable to resolve competing Claim Forms, the Settlement Administrator must apprise
16 Defense Counsel and Class Counsel about the dispute.

17 **5. Claim Process.**

18 The Notice will contain a Claim Form that will allow individuals who are notified
19 of the Settlement and believe they may be Class Members, but do not meet the definition
20 of a Single Truck Contract Carrier, or Single Truck Contract Carriers who are notified of
21 another Class Member's claim to loads brokered to the Single Truck Contract Carrier, to
22 claim credit for loads the individual hauled that were brokered by JCT to a Contract
23 Carrier with which they were affiliated during the Class Period. Each individual or entity
24 who must submit a Claim Form according to this Stipulation must also submit supporting
25 documentation to receive a Claim Payment. Supporting documentation includes, but is
26 not limited to, invoices, statements, settlements, load documents, bills of lading, check
27 stubs, bank statements, daily diary pages, or other contemporaneous written materials to
28 evidence that the individual or entity is entitled to credit for delivery of the loads they

1 request. The Claim Form must contain the name and motor carrier authority number of
2 the Contract Carrier under whose authority the individual or entity hauled loads brokered
3 by JCT, the number of loads the individual or entity claims to have hauled, the
4 individual's or entity's full name, address, telephone number, email address (if
5 applicable), last four digits of the individual's social security number or the entity's tax
6 identification number, and must be signed individually or through an electronic signature
7 process capable of verification such as Docu-sign or similar program. No Claim Form
8 may be made on behalf of a group. The Claim Form must be sent by mail to the
9 Settlement Administrator at [Settlement Administrator's Address] and postmarked by the
10 Opt-Out Deadline, or by email addressed to [Settlement Administrator's Email Address]
11 for receipt no later than 11:59 p.m. Pacific time on the Opt-Out Deadline.

12 **6. Resolution of Disputes About Contract Carrier Total Loads or**
13 **Claimant Payments.**

14 During the Claim Period, if a dispute or discrepancy arises about the Single Truck
15 Payments, the Contract Carrier Total Loads, or Claim Payments, the Settlement
16 Administrator shall bring the issue to Defense Counsel to investigate with JCT. After
17 investigation of the dispute or discrepancy, Defense Counsel will propose a resolution
18 for the dispute based upon their consultation with JCT and their review of JCT's records.
19 JCT's records will prevail unless the Settlement Administrator or Class Counsel have
20 clear and convincing evidence that JCT's records are incorrect. If the Parties are unable
21 to reach an agreement as to the dispute or discrepancy, they will jointly prepare a motion
22 to have the Court resolve the dispute or discrepancy. If the Parties agree or the Court
23 orders that a Contract Carrier's Contract Carrier Total Loads should be adjusted in order
24 to resolve a dispute or discrepancy, the Settlement Administrator will adjust the Payment
25 Per Load accordingly. The Settlement Administrator will advise the Claimant and/or
26 Single Truck Contract Carrier of the resolution of any dispute or discrepancy raised under
27 this Section.

1 **7. Opt-Out Procedure.**

2 Class Members, other than Plaintiff, who wish to Opt-Out of the Settlement must
3 mail or email to the Settlement Administrator a written Opt-Out Request. The written
4 Opt-Out Request must contain the Class Member's full name, address, telephone
5 number, email address (if applicable), and last four digits of their social security number,
6 and must be signed individually by the Class Member. No Opt-Out Request may be made
7 on behalf of a group. An Opt-Out Request must be postmarked by the Opt-Out Deadline
8 or received via email no later than 11:59 p.m. Pacific time on the Opt-Out Deadline. Any
9 Opt-Out Requests received after the Opt-Out Deadline will be invalid. None of the
10 Parties, their counsel, nor any person on their behalf, shall seek to solicit or otherwise
11 encourage anyone to exclude themselves from the Settlement.

12 In the event any Opt-Out Request is timely submitted but does not contain
13 sufficient information to be valid, within 7 days of its receipt of the invalid Opt-Out
14 Request, the Settlement Administrator shall provide the Class Member a letter requesting
15 the information that was not provided and giving the Class Member 14 days from the
16 mailing of such cure letter to respond. Any invalid submission that is not timely cured
17 will be considered a nullity.

18 **8. Objections.**

19 The Class Notice shall inform the Class Members of their right to object to the
20 Settlement. Any Class Member who wishes to object to the Settlement must file and
21 deliver a written objection to the Court and serve copies of the written objection to Class
22 Counsel and Defense Counsel no later than the Opt-Out Deadline. The date of delivery
23 of the written objection is deemed to be the date the objection is deposited in the U.S.
24 mail, postage prepaid, as evidenced by the postmark. If postmark dates differ, the later
25 of the two postmark dates will control. The objection must include the objector's name,
26 address, telephone number, email address (if applicable), and the case name and number,
27 and must set forth, in clear and concise terms, a statement of the reasons why the objector
28 believes that the Court should find that the Settlement is not in the best interest of the

1 Class Members and the reasons why the Settlement should not be approved, including
2 the legal and factual arguments supporting the objection. The Class Notice shall advise
3 Class Members that objections shall only be considered if the Class Member has not
4 opted out of the Settlement. Class Members who have properly and timely submitted
5 objections may appear at the Final Approval and Fairness Hearing, either in person or
6 through a lawyer retained at their own expense.

7 No Class Member shall be entitled to be heard at the Final Approval Hearing
8 (whether individually or through counsel), unless written notice of the Class Member's
9 intention to appear at the Final Approval Hearing has been filed with the Court and served
10 upon Class Counsel and Defense Counsel on or before the Opt-Out Deadline. If an
11 objector also wishes to appear at the Final Approval and Fairness Hearing, in person or
12 through an attorney, he or she must also file a notice of their intention to appear at the
13 same time as the objection is filed and simultaneously serve it on Class Counsel and
14 Defense Counsel. Unless otherwise ordered by the Court, Class Members shall not be
15 entitled to speak at the Final Approval and Fairness Hearing unless they have submitted
16 a timely written objection and notice of intention to appear pursuant to this Section.

17 Class Members who fail to make timely written objections in the manner specified
18 above shall be deemed to have waived any objections and oppositions to the Settlement's
19 fairness, reasonableness and adequacy, and shall be foreclosed from making any
20 objection (whether by appeal or otherwise) to the Settlement. However, the requirement
21 that the Class Member submit a written objection may be excused by the Court upon a
22 showing of good cause. None of the Parties, their counsel, nor any person on their behalf,
23 shall seek to solicit or otherwise encourage anyone to object to the settlement, or appeal
24 from any order of the Court that is consistent with the terms of this Settlement.

25 **9. Payment Obligations.**

26 The Settlement Payments must equal or exceed the Minimum Payment from Net
27 Settlement Amount. If the Settlement Payments are less than the Minimum Payment from
28 Net Settlement Amount, then the Settlement Administrator will increase the Payment Per

1 Load such that the Settlement Payments equal the Minimum Payment from Net
2 Settlement Amount.

3 **10. Weekly Reports.**

4 On a weekly basis, the Settlement Administrator will provide reports to Class
5 Counsel and Defense Counsel with updates as to the number of validated and timely
6 Claim Forms, valid and timely Opt-Out Requests and any objections submitted by Class
7 Members to the Settlement Administrator. The Settlement Administrator will serve on
8 Class Counsel and Defense Counsel via e-mail date-stamped copies of the original Opt-
9 Out Requests, challenges, objections, rescissions of Opt-Out Requests and withdrawal of
10 objections no later than 7 days after their receipt.

11 **11. Determination of Final Settlement Payments Amount and Final**
12 **Report.**

13 No later than 14 days following the Opt-Out Deadline, the Settlement
14 Administrator will determine whether the final total Settlement Payments equal or exceed
15 the Minimum Payment from Net Settlement Amount. If the Settlement Payments exceed
16 the Minimum Payment from Net Settlement Amount, then the Settlement Administrator
17 will advise that JCT must pay the actual total of the Settlement Payments as part of the
18 Settlement Funds. If the Settlement Payments are less than or equal to the Minimum
19 Payment from Net Settlement Amount, then the Settlement Administrator will increase
20 the Payment Per Load such that the Settlement Payments equal the Minimum Payment
21 from Net Settlement Amount and JCT will pay the Minimum Payment from the Net
22 Settlement Amount as part of the Settlement Funds. The Settlement Administrator will
23 then compile and deliver to Class Counsel and Defense Counsel a final report with
24 information identifying (a) the final Single Truck Payment to be made to each Single
25 Truck Contract Carrier; (b) the final Claim Payment to be made to each Claimant; (c) the
26 final number of Opt-Outs; (d) the total Settlement Funds; and (e) the Reversion Amount,
27 if any.

1 **12. Declaration of Due Diligence, Proof of Providing Notice, and Summary**
2 **of Settlement Administration.**

3 At least 14 days prior to the Final Approval and Fairness Hearing, the Settlement
4 Administrator shall provide Class Counsel and Defense Counsel with a Declaration of
5 Due Diligence and Proof of Providing Notice (Declaration) regarding the following:
6 (a) mailing and publication of the Class Notice; (b) its attempts to locate Class Members;
7 (c) specify the number of Class Notices sent; (d) the number of Class Notices that were
8 returned as undeliverable; (e) the number of individuals who requested a Claim Form
9 based on any form of Notice; (f) the total number of Claim Forms received; (g) the total
10 Single Truck Payments; (h) the total Claim Payments; and (i) the Reversion Amount, if
11 any. Class Counsel shall file the Declaration with the Court as part of the Motion for
12 Final Approval and Request for Fairness Hearing.

13 **V. MOTIONS FOR COURT APPROVAL**

14 **1. Preliminary Approval.**

15 Class Counsel will submit this Stipulation to the Court and request preliminary
16 approval of the Settlement within 14 days of execution of this Stipulation by the Parties
17 and their counsel. If preliminary approval of this Settlement is not granted by the Court,
18 the Action will proceed as if the parties had not entered into this Stipulation.

19 **2. Final Approval.**

20 Class Counsel will request final approval of the Settlement no later than 35 days
21 after the Opt-Out Deadline. The Final Approval and Fairness Hearing shall be held in the
22 U.S. District Court for the Central District of California, no earlier than 204 days from
23 the Preliminary Approval Date, on a date to be determined by the Court.

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

25 The Claims shall be dismissed with prejudice as part of the consideration for the
26 Settlement. Notwithstanding the dismissal of the Claims with prejudice, the Court shall
27 retain jurisdiction to interpret and enforce this Stipulation.
28

1 At the Final Approval and Fairness Hearing, Class Counsel and Defense Counsel
2 shall jointly request the Court for the entry of the final order approving the Settlement as
3 being fair, reasonable, and adequate to the Class Members within the meaning of
4 Rule 23(c) of the Federal Rules of Civil Procedure, and for the entry of a final judgment
5 of dismissal with prejudice of the Claims consistent with the terms of the Settlement.
6 Class Counsel and Defense Counsel shall submit to the Court such pleadings and/or
7 evidence as may be required for the Court's determination.

8 **VI. PAYMENT BY JCT OF THE GROSS SETTLEMENT AMOUNT AND**
9 **SETTLEMENT DISTRIBUTION.**

10 **1. Qualified Settlement Fund.**

11 The Settlement Administrator shall provide Defense Counsel with an escrow
12 agreement within 7 days of the Preliminary Approval Date to set up a Qualified
13 Settlement Fund (the QSF) that satisfies the requirements of Treasury Regulation
14 Section 1.468B-1 (Section 1.468B-1).

15 **2. Provision of Final Order to Settlement Administrator.**

16 Within 7 days of the Effective Date, Class Counsel shall provide a copy of the
17 Final Order Approving Settlement and Judgment to the Settlement Administrator.

18 **3. Wire Transfer of Gross Settlement Amount.**

19 Within 28 days after the Effective Date, JCT will remit the Settlement Funds to
20 the Settlement Administrator by wire transfer. Upon receipt by the Settlement
21 Administrator, these funds shall be transferred immediately to the QFS. Except for any
22 costs associated with distribution of the Notice, the Settlement Funds, plus any interest
23 earned on the Settlement Funds, shall be refunded to JCT if the Settlement does not obtain
24 final approval or otherwise does not become final, or the Effective Date does not occur.

1 **4. Time for Payment of Administrative Expenses, Class Counsel’s**
2 **Attorneys’ Fees, Costs, and Expenses, and Plaintiff’s Incentive Award.**

3 **a. Settlement Administrator’s Expenses.**

4 The Settlement Administrator shall pay itself all costs and expenses pursuant to
5 Article 3, Section 4 of this Stipulation within 35 days of the Effective Date or the
6 completion of its duties under this Stipulation, whichever is later.

7 **b. Class Counsel’s Attorneys’ Fees, Costs and Expenses.**

8 The Settlement Administrator shall mail, by first-class United States mail to the
9 last-known address, any attorneys’ fees, costs, and expenses awarded to Class Counsel
10 no later than 35 days after the Effective Date. If the Court approves an attorneys’ fee
11 award and/or Class Counsel’s costs in amounts less than what Class Counsel requests,
12 the reduction in the attorneys’ fee award and/or Class Counsel’s costs and expenses shall
13 not be a basis for nullification of this Settlement. Nor shall a reduction in the attorneys’
14 fee award and/or Class Counsel’s costs and expenses in any way delay or preclude
15 dismissal with prejudice after approval of the Settlement, or the Settlement from
16 becoming effective. An IRS Form 1099 shall be provided to Class Counsel for the
17 payments made to Class Counsel. Class Counsel shall be solely and legally responsible
18 to pay any and all applicable taxes on the payment made to them.

19 **c. Plaintiff’s Incentive Award.**

20 The Settlement Administrator shall mail, by first-class United States mail to the
21 last-known address, the Incentive Award to Plaintiff no later than 35 days after the
22 Effective Date. The Settlement Administrator shall issue an IRS Form 1099 for this
23 payment. If the Court approves an Incentive Award in an amount less than what Plaintiff
24 requests, the reduction in the Incentive Award shall not be a basis for nullification of this
25 Settlement. Nor shall a reduction in the Incentive Award in any way delay or preclude
26 the judgment from becoming a final judgment or the Settlement from becoming effective.

1 **5. Time for Payment of Settlement Payments.**

2 The Settlement Administrator shall make every effort to mail, by first-class United
3 States mail to the last-known address, payment of the Settlement Payments to each Single
4 Truck Contract Carrier and Claimant no later than 35 days after the Effective Date.

5 If the Settlement Administrator is unable to mail the Settlement Payments to Single
6 Truck Contract Carriers and Claimants within the time period set forth above, it shall so
7 inform Class Counsel and Defense Counsel and provide an approximate date by which
8 the Settlement Payments will be mailed. Under no circumstances shall the Settlement
9 Administrator distribute checks to Single Truck Contract Carriers and Claimants until all
10 Settlement Payments have been considered, calculated, and accounted for, and the
11 obligations set forth in Sections 2, 3, 4 have been satisfied. In the event that any Single
12 Truck Contract Carrier or Claimant is deceased and the Settlement Administrator
13 receives a request for reissuance of the Settlement Payment, the Settlement Administrator
14 will provide Class Counsel and Defense Counsel with copies of any documents submitted
15 with the request for reissuance. Upon approval by Defense Counsel, the Settlement
16 Administrator will make the Settlement Payment as requested.

17 Within 14 days of mailing the Settlement Payments to Class Members, the
18 Settlement Administrator shall file with the Court and provide to Class Counsel and
19 Defense Counsel a declaration of payment.

20 Within 90 days of mailing the Settlement Payments, a reminder letter will be sent
21 via United States first-class mail to Class Members who have not yet cashed their
22 Settlement Payment checks.

23 **6. Returned & Uncashed Settlement Payment Checks.**

24 If a Settlement Payment check is returned to the Settlement Administrator, the
25 Settlement Administrator will make all reasonable efforts to re-mail it to the Class
26 Member at his, her or its correct address. However, the 180-day check cashing period
27 shall run from the date of the original mailing of the Settlement Payment.

1 Each Single Truck Contract Carrier and Claimant who/that receives a Settlement
2 Payment must cash or deposit his, her or its Settlement Payment check within 180 days
3 after the first date the Settlement Administrator mails their Settlement Payment. Any
4 amounts not redeemed or deposited within 180 days of the first mailing date will revert
5 to JCT. In such event, the Class Member will remain bound by the Settlement.

6 Within 45 days of the check cashing deadline, the Settlement Administrator shall
7 mail, by first class United States mail, to Defense Counsel a check made payable to JCT
8 for the total amount of the uncashed Settlement Payments.

9 **7. Extension of Time to Administer Settlement and/or Process Settlement**
10 **Payment Amounts.**

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

17 **8. No Claim Based Upon Distributions or Payments in Accordance with**
18 **this Stipulation.**

19 No person shall have a claim against JCT, Class Counsel, or Defense Counsel
20 based on distributions or payments made in accordance with this Stipulation.

21 **VII. NULLIFICATION OF THIS STIPULATION.**

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

23 If (a) the Court should for any reason fail to approve this Stipulation in the form
24 agreed to by the Parties, or (b) the Court should for any reason fail to enter a judgment
25 and dismissal with prejudice of the Claims, or (c) the judgment and dismissal is reversed,
26 modified, or declared or rendered void, then the Settlement shall be considered null and
27 void, and neither the Settlement nor any of the related negotiations or proceedings shall
28 have any force or effect, and all parties to the Settlement shall stand in the same position,

1 without prejudice, as if the Settlement had been neither entered into nor filed with the
2 Court. Notwithstanding the foregoing, the Parties may attempt in good faith to cure any
3 perceived defects in the Stipulation to facilitate approval.

4 **2. JCT's Right to Void Settlement.**

5 JCT shall have the option to void the Settlement if 10% or more of the Class
6 Members opt out of the Settlement.

7 **3. Invalidation.**

8 Invalidation of any material portion of the Settlement shall invalidate the
9 Settlement in its entirety, unless the Parties shall subsequently agree in writing that the
10 remaining provisions of the Settlement are to remain in full force and effect.

11 **4. Stay Upon Appeal.**

12 In the event of a timely appeal from the judgment and dismissal, the judgment
13 shall be stayed, and none of the Gross Settlement Amount shall be distributed to Class
14 Members, Plaintiff, or Class Counsel, and the actions required by this Stipulation shall
15 not take place until all appeal rights have been exhausted by operation of law.

16 **VIII. RELEASES AND WAIVERS.**

17 **1. Release of Claims by Class Members Who/That Did Not Timely Opt-**
18 **Out.**

19 Upon the Effective Date, Plaintiff and all Class Members who/that did not timely
20 opt out of the Settlement each release the Released Parties, and each of them, of and from
21 any and all of the Released Claims.

22 It is the desire of the Parties to fully, finally, and forever settle, compromise, and
23 discharge the disputes and claims relating to the Released Claims asserted in this Action,
24 whether known or unknown, liquidated or unliquidated. Plaintiff and all Class Members
25 who/that did not timely opt out of the Settlement expressly waive, as to only the Released
26 Claims based on or arising out of the same factual predicates of the Complaint, running
27 through the Preliminary Approval Date, the provisions, rights, and benefits of
28 Section 1542, which reads:

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

5 As such, Plaintiff and the Class Members who/that did not timely opt out of the
6 Settlement understand and agree that they are providing the Released Parties with a full
7 and complete release with respect to the Released Claims.

8 This Stipulation is intended to include within its effect any and all claims,
9 damages, causes of action, and claims for attorneys' fees, costs, and expenses relating to
10 the Released Claims asserted in the Action, and that, subject to the terms and conditions
11 of this Stipulation and upon Final Approval of this Stipulation, all such claims, damages,
12 causes of action, and claims for attorneys' fees, costs, and expenses that were asserted in
13 the Action are deemed to be fully and finally resolved and are to be dismissed, with
14 prejudice, as to each and every Class Member who/that did not timely opt out of the
15 Settlement and Plaintiff.

16 Plaintiff and each Class Member who/that did not timely opt out of the Settlement
17 will be bound to the release of the Released Claims as a result of the Settlement and to
18 the dismissal of the Claims, with prejudice.

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

20 **a. Release.**

21 Plaintiff, in exchange for receipt of an Incentive Award approved by the Court, on
22 behalf of himself and his heirs, parents, children, executors, administrators, and
23 representatives, shall and does hereby forever release, discharge and agree to hold
24 harmless the Released Parties from any and all charges, complaints, claims, liabilities,
25 obligations, promises, agreements, controversies, damages, actions, causes of action,
26 suits, rights, demands, costs, losses, debts and expenses (including attorneys' fees, costs,
27 and expenses), known or unknown, at law or in equity, which he may now have or may
28 have at any time prior to the Effective Date, against JCT arising out of or in any way

1 connected with his alleged employment with JCT, his contracts with JCT, including
2 claims alleged in the Complaint, and any and all transactions, occurrences, or matters
3 between the Parties occurring prior to the Effective Date. Without limiting the generality
4 of the foregoing, this release shall include, but not be limited to, any and all claims under
5 (a) the Americans with Disabilities Act, as amended; (b) Title VII of the Civil Rights Act
6 of 1964, as amended; (c) the Civil Rights Act of 1991; (d) 42 U.S.C. § 1981, as amended;
7 (e) the Age Discrimination in Employment Act, as amended; (f) the Equal Pay Act;
8 (g) the Employee Retirement Income Security Act, as amended; (h) the Consolidated
9 Omnibus Budget Reconciliation Act; (i) the Rehabilitation Act of 1973; (j) the Family
10 and Medical Leave Act; (k) the Civil Rights Act of 1966; (l) the California Fair
11 Employment and Housing Act; (m) the California Constitution; (n) the California Labor
12 Code; (o) the California Government Code; (p) the California Civil Code; (q) the
13 California Business and Professions Code; (r) the California Franchise Investment Code;
14 (s) the California Corporations Code; (t) the Fair Labor Standards Act; and (u) any and
15 all other federal, state and local statutes, ordinances, regulations, rules and other laws,
16 and any and all claims based on constitutional, statutory, common law or regulatory
17 grounds as well as any other claims based on theories of wrongful or constructive
18 discharge, breach of contract or implied contract, fraud, misrepresentation, promissory
19 estoppel or intentional and/or negligent infliction of emotional distress, or damages under
20 any other federal, state or local statutes, ordinances, regulations, rules or laws. This
21 release is for any and all relief, no matter how denominated, including, but not limited
22 to, back pay, front pay, vacation pay, bonuses, compensatory damages, tortious damages,
23 liquidated damages, punitive damages, damages for pain and suffering, and attorneys'
24 fees, costs, and expenses, and Plaintiff hereby forever releases, discharges and agrees to
25 hold harmless JCT and the Released Parties from any and all claims for attorneys' fees,
26 costs, and expenses arising out of the matters released in this Agreement.

1 **b. Section 1542.**

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

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

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

19 **c. Waiver of Money or Damages.**

20 Plaintiff also agrees that, to the extent permitted by law, if a claim is prosecuted in
21 his name against any of the Released Parties before any court or administrative agency
22 prior to the Effective Date, he waives, and agrees not to take, any award of money or
23 other damages from such proceeding. Plaintiff agrees that, unless otherwise compelled
24 by law, if a claim is prosecuted in his name against any of the Released Parties, he will
25 immediately request in writing that the claim on his behalf be withdrawn.

26 **d. Period to Consider Terms of Agreement.**

27 Plaintiff acknowledges that he is entitled to and has been given 21 days to consider
28 whether to accept the terms of the release given in Article VIII, Section 2, of this

1 Stipulation. If Plaintiff executes this Stipulation before the expiration of the 21-day
2 period, he does so voluntarily, upon the advice and with the approval of Class Counsel,
3 and he expressly and voluntarily waives his right to consider the release of this Section
4 2 for any remaining portion of that 21-day period.

5 **e. Revocation of Agreement.**

6 Plaintiff understands that, after executing this Stipulation, he has the right to
7 revoke it within seven days after execution. Plaintiff understands that this Stipulation will
8 not become effective and enforceable unless and until the seven-day revocation period
9 has passed. The release provided for in this Section 2 by Plaintiff shall become effective
10 and enforceable as of the Effective Date of this Stipulation provided that the Effective
11 Date of this Stipulation occurs after the seven-day revocation period has expired.

12 **IX. DUTIES OF THE PARTIES.**

13 **1. Mutual Full Cooperation.**

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

23 **2. Duty to Support and Defend the Settlement.**

24 The Parties hereto agree to abide by all of the terms of the Settlement in good faith
25 and to support the Settlement fully and to use their best efforts to defend this Settlement
26 from any legal challenge, whether by appeal or collateral attack.
27
28

1 **X. MISCELLANEOUS PROVISIONS.**

2 **1. Different Facts.**

3 The Parties acknowledge that, except for matters expressly represented herein, the
4 facts in relation to the dispute and all claims released by the terms of this Stipulation may
5 turn out to be other than or different from the facts now known by each party and/or its
6 counsel, or believed by such party or counsel to be true, and each party therefore
7 expressly assumes the risk of the existence of different or presently unknown facts, and
8 agrees that this Stipulation shall be in all respects effective and binding despite such
9 difference.

10 **2. No Prior Assignment.**

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

15 **3. Non-Admission.**

16 Nothing in this Stipulation shall be construed to be or deemed an admission by
17 JCT of any liability, culpability, negligence, or wrongdoing toward Plaintiff, the Class
18 Members, or any other person, and JCT specifically disclaims any liability, culpability,
19 negligence, or wrongdoing toward Plaintiff, the Class Members, or any other person.
20 Each of the Parties has entered into this Stipulation with the intention to avoid further
21 disputes and litigation with the attendant inconvenience, expenses, and contingencies.
22 Nothing herein shall constitute any admission by JCT of wrongdoing or liability, or of
23 the truth of any factual allegations in the Action. Nothing herein shall constitute an
24 admission by JCT that the Action was properly brought as a class, collective or
25 representative action other than for settlement purposes. To the contrary, JCT has denied
26 and continues to deny each and every material factual allegation and alleged claim
27 asserted in the Action. To this end, the Settlement of the Action, the negotiation and
28 execution of this Stipulation, and all acts performed or documents executed pursuant to

1 or in furtherance of this Stipulation or the Settlement are not, shall not be deemed to be,
2 and may not be used as, an admission or evidence of any wrongdoing or liability on the
3 part of JCT or of the truth of any of the factual allegations in the Complaint in the Action;
4 and are not, shall not be deemed to be, and may not be used as, an admission or evidence
5 of any fault or omission on the part of JCT in any civil, criminal or administrative
6 proceeding in any court, administrative agency, or other tribunal.

7 **4. Confidentiality.**

8 Plaintiff and JCT, and their respective counsel, recognize and accept that the
9 Parties to this Stipulation desire that the terms of this Stipulation, the fact of the
10 Settlement embodied in this Stipulation, the disposition of the Action, the Action, and all
11 matters relating to the litigation of the Action, including discovery proceedings therein,
12 and evidence obtained during the course of the Action, shall not be discussed with or
13 presented to the media. Neither Plaintiff nor Class Counsel shall issue any press release
14 related to the Settlement. Plaintiff and Class Counsel agree that, prior to preliminary
15 approval of the Settlement, they will keep the terms of the Settlement confidential except
16 for purposes of communicating with Plaintiff only. Plaintiff shall also be informed that
17 the Settlement is confidential and shall be advised to keep the Settlement confidential.
18 After preliminary approval of the Settlement, Plaintiff and Class Counsel may: (a) as
19 required by law; (b) as required under the terms of this Stipulation; or (c) as required
20 under counsel's duties and responsibilities as Class Counsel, comment regarding the
21 specific terms of the Settlement. In all other cases, Plaintiff and Class Counsel agree to
22 limit their statements regarding the terms of the Settlement, whether oral, written or
23 electronic (including the worldwide web), to say the Action has been resolved and that
24 Plaintiff and Class Counsel are satisfied with the Settlement terms.

25 **5. Non-Retaliation.**

26 JCT understands and acknowledges that it has a legal obligation not to retaliate
27 against any Class Member. JCT will refer any inquiries regarding this Settlement to the
28

1 Settlement Administrator or Class Counsel and will not discourage Class Members,
2 directly or indirectly, from participating in, opting out of, or objecting to the Settlement.

3 **6. Construction.**

4 The Parties hereto agree that the terms and conditions of this Stipulation are the
5 result of lengthy, intensive, arms-length negotiations between the Parties and that this
6 Stipulation is not to be construed in favor of or against any party by reason of the extent
7 to which any party or his or its counsel participated in the drafting of this Stipulation.

8 **7. Governing Law.**

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

12 **8. Notices.**

13 Except for the Notice to Class Members required by the Settlement Administrator
14 and the CAFA Notice, any and all notices or other communications required or permitted
15 under this Stipulation shall be in writing and shall be sufficiently given if delivered in
16 person to the party or their counsel or if sent to the party without counsel by United States
17 certified mail, postage prepaid, e-mail, facsimile, or overnight delivery addressed to the
18 address of the party appearing in this Stipulation.

19 **9. Captions and Interpretations.**

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

23 **10. Modification.**

24 This Stipulation may not be changed, altered, or modified, except in writing signed
25 by the Parties and approved by the Court. This Stipulation may not be discharged except
26 by performance in accordance with its terms or by a writing signed by the Parties.

1 **11. Integration Clause.**

2 This Stipulation contains the entire agreement between the Parties relating to the
3 Settlement of the Action and the transactions contemplated thereby, and all prior or
4 contemporaneous agreements, understandings, representations, and statements, whether
5 oral or written, and whether by a party or such party's legal counsel, are hereby
6 superseded.

7 **12. Successors and Assigns.**

8 This Stipulation shall be binding upon and inure to the benefit of the Parties and
9 their respective present and former heirs, trustees, executors, administrators,
10 representatives, officers, directors, shareholders, agents, employees, insurers, attorneys,
11 accountants, auditors, advisors, consultants, pension and welfare benefit plans,
12 fiduciaries, parent companies, subsidiaries, affiliates, related companies, joint ventures,
13 predecessors, successors, and assigns.

14 **13. Class Counsel Signatories.**

15 Because the Class Members are so numerous, the Parties agree that it is impossible
16 or impractical to have each Class Member sign this Stipulation. It is agreed that, for
17 purposes of seeking approval of the Settlement, this Stipulation may be executed on
18 behalf of the Class Members by Class Counsel and Plaintiff.

19 **14. Corporate Signatories.**

20 Any person executing this Stipulation or any such related document on behalf of
21 a corporate signatory hereby warrants and promises, for the benefit of all Parties hereto,
22 that such person has been duly authorized by such corporation to execute this Stipulation
23 or any such related document.

24 **15. Execution in Counterparts.**

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

APPROVED AS TO FORM AND CONTENT

HAFFNER LAW PC

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

By: _____
Joshua H. Haffner

By: _____
Christopher J. Eckhart
Angela S. Cash

Dated: _____

Dated: _____

HAFFNER LAW PC
15260 Ventura Blvd., Suite 1520
Sherman Oaks, CA 91403

SCOPELITIS, GARVIN, LIGHT,
HANSON & FEARY, P.C.
10 West Market Street, Suite 1400
Indianapolis, IN 46204

SCOPELITIS, GARVIN, LIGHT,
HANSON & FEARY, LLP
Christopher C. McNatt, Jr.
2 North Lake Avenue, Suite 560
Pasadena, CA 91101

Attorneys for Plaintiff, Carlos Moreno,
and Class Members

Attorneys for Defendant, John Christner
Trucking, LLC