

JOINT STIPULATION AND SETTLEMENT AGREEMENT

Subject to final approval by the Court, this Settlement Agreement is between Plaintiff Leonardo Motta (“Plaintiff”) and Defendants Roadrunner Transportation Services, Inc. and Central Cal Transportation, LLC (“Defendants”). Plaintiff and Defendants collectively are referred to in this Agreement as the “Parties.”

I. DEFINITIONS

In addition to the other terms defined in this Agreement, the terms below have the following meaning:

- A. **Action**: The proceeding currently pending in the Alameda County Superior Court, *Edgar Medina v. Roadrunner Transportation Services, Inc.; Central Cal Transportation, LLC*, Case No. RG15770011, which was filed on May 12, 2015.
- B. **Administration Costs**: The costs incurred by the Settlement Administrator to administer this Settlement, which shall not exceed \$15,000. All Administration Costs shall be paid from the Gross Settlement Amount.
- C. **Agreement, Settlement Agreement, Joint Stipulation, or Settlement**: The settlement agreement reflected in this document, titled “Joint Stipulation and Settlement Agreement.”
- D. **Attorney Fee Award**: The amount, not to exceed 33.33% of the Gross Settlement Amount or \$233,310.00, finally approved by the Court and awarded to Class Counsel. The Attorney Fee Award shall be paid from the Gross Settlement Amount and will not be opposed by Defendants.
- E. **Class**: All persons currently or formerly employed by Defendants as non-exempt drivers in California at any time during the Class Period.
- F. **Class Counsel**: The attorneys authorized to represent Class Members: William Turley, David Mara, and Jill Vecchi of The Turley & Mara Law Firm, APLC.
- G. **Class Member**: Each person eligible to participate in this Settlement who is a member of the Class as defined above.
- H. **Class Notice or Notice**: The Notice of Class Action Settlement, substantially similar to the form attached hereto as **Exhibit A**, subject to Court approval.
- I. **Class Period**: The time period from May 12, 2011, through February 1, 2018.
- J. **Class Representative or Plaintiff**: Leonardo Motta.

- K. Class Representative Enhancement/General Release Payment:** The amount the Court awards to Plaintiff Leonardo Motta for a general release of all claims against Defendants and for being the named Plaintiff in this lawsuit, which will not exceed \$7,500.00. These payments shall be paid from the Gross Settlement Amount and will not be opposed by Defendants. These enhancements are subject to approval of the Court. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Participating Class Members.
- L. Complaint:** The Complaint, as amended, originally filed by Edgar Medina on May 12, 2015, in Alameda County Superior Court alleging claims for (1) wage theft/time shaving; (2) failure to pay compensation for all time worked; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) knowing and intentional failure to comply with itemized employee wage statement provisions; (6) failure to pay all wages due at time of termination of employment; and (7) violation of unfair competition law (Business and Professions Code sections 17200, *et seq.*).
- M. Cost Award:** The amount that the Court orders Defendants to pay Class Counsel for payment of actual litigation costs, which shall not exceed \$30,000.00. The Cost Award will be paid from the Gross Settlement Amount and will not be opposed by Defendants. The Cost Award is subject to Court approval. If the Court awards less than the amount request, any amount not awarded will become part of the Net Settlement Amount for distribution to Participating Class Members.
- N. Counsel for Defendants:** Adam Smedstad and Jack Finklea of SCOPELITIS, GARVIN, LIGHT, HANSON & FEARY, LLP.
- O. Defendants:** Roadrunner Transportation Services, Inc. and Central Cal Transportation, LLC.
- P. Effective Final Settlement Date:** The latest of the following dates: (i) the date upon which the Court grants Final Approval of the Settlement if no Participating Class Members file objections to the Settlement; or (ii) if a Class Member files an objection to the Settlement, the Effective Final Settlement Date shall be the date sixty (60) days after the date upon which the Court grants Final Approval of the Settlement if no appeal is initiated by an objector; or (iii) if a timely appeal is initiated by an objector, the Effective Final Settlement Date shall be the date of final resolution of that appeal (including any requests for rehearing and/or petitions for certiorari), resulting in final judicial approval of the Settlement.
- Q. Eligible Workweek:** Any workweek in which a Class Member was employed by Defendants as a non-exempt driver in California during the Class Period.

- R. Final Judgment or Final Approval:** The final order entered by the Court finally approving this Agreement.
- S. First Amended Complaint:** After the execution of this agreement, Plaintiff Medina's complaint will be amended to replace Edgar Medina with Leonardo Motta as the Plaintiff in this action and to add a cause of action under the Private Attorneys General Act of 2004 (PAGA).
- T. Gross Settlement Amount or GSA:** The total value of the Settlement is a non-reversionary Seven Hundred Thousand Dollars and Zero Cents (\$700,000.00). This is the maximum amount Defendants can be required to pay under this Settlement Agreement, which includes without limitation: (1) the Net Settlement Amount to be paid to Participating Class Members; (2) Attorney Fee Award and Cost Award to Class Counsel for attorneys' fees and costs, as approved by the Court; (3) the Class Representative Enhancement/General Release Payment paid to the Class Representative, as approved by the Court; (4) Administration Costs, as approved by the Court; (5) the PAGA Payment to the LWDA and to Participating Class Members, as approved by the Court; and (6) Defendants' portion of payroll taxes as the Class Members' current or former employer. No portion of the Gross Settlement Amount will revert to Defendants for any reason.
- U. Individual Settlement Share(s):** The amount payable to each Participating Class Member under the terms of this Settlement Agreement. Class Members are not required to submit a claim form to receive their Individual Settlement Shares pursuant to this Agreement. Rather, Participating Class Members will receive an Individual Settlement Share automatically, without the return of a claim form.
- V. LWDA:** California Labor and Workforce Development Agency.
- W. Net Settlement Amount or NSA:** The total amount of money available for payout to Participating Class Members, which is the GSA less the Attorney Fee Award, Cost Award, Class Representative Enhancements, the portion of the PAGA Payment paid to the LWDA, Defendants' portion of payroll taxes as the Class Members' current or former employee, and Settlement Administration Costs. In other words, the NSA is the portion of the GSA that will be distributed to Class Members who do not request exclusion from the Settlement.
- X. PAGA:** The California Labor Code Private Attorneys General Act of 2004 (Cal. Labor Code §§ 2698 *et seq.*).
- Y. PAGA Payment:** The PAGA Payment consists of \$50,000.00 of the Gross Settlement Amount allocated to satisfy the PAGA penalties claim as alleged in the in the First Amended Complaint. Seventy-five percent (75%) of the PAGA Payment shall be paid to the LWDA, and twenty-five percent (25%) of the

PAGA Payment shall be part of the Net Settlement Amount distributed to Participating Class Members.

- Z. Participating Class Members:** All Class Members who do not submit a valid and timely request to exclude themselves from this Settlement.

- AA. Parties:** Plaintiff Leonardo Motta, as an individual and as Class Representative, and Defendants Roadrunner Transportation Services, Inc. and Central Cal Transportation, LLC.

- BB. Preliminary Approval or Preliminary Approval Order:** The Court's order preliminarily approving the proposed Settlement.

- CC. Qualified Settlement Fund or QSF:** A fund within the meaning of Treasury Regulation § 1.46B-1, 26 C.F.R. § 1.468B-1 et seq., that is established by the Settlement Administrator for the benefit of Participating Class Members.

- DD. Released Claims:** The claims that Plaintiff and other Class Members are releasing in exchange for the consideration provided by this Agreement, whether arising at law, in contract, or in equity, and whether for economic damages, non-economic damages, restitution, injunctive relief, penalties, interest, attorneys' fees and costs, or liquidated damages that are based on the facts stated in the First Amended Complaint or that arise from or could have been alleged based on the facts alleged in the First Amended Complaint. The Released Claims include all federal, state or local claims for wages and related penalties actually alleged in the Action for the entire Class Period, on behalf of himself and Class Members, including but not limited to: (1) failure to pay at least minimum wage for all straight time hours worked in violation of California law, including for "non-productive time" and rest and recovery periods as well as any other claims for alleged "wage theft/time shaving"; (2) failure to pay overtime compensation in violation of California law; (3) failure to provide meal periods, or provide compensation in lieu thereof, in violation of California Labor Code sections 226.7 and 512 and the applicable Industrial Welfare Commission Wage Order; (4) failure to authorize and permit rest periods, or provide compensation in lieu thereof, in violation of California Labor Code section 226.7 and the applicable Industrial Welfare Commission Wage Order; (5) failure to provide itemized employee wage statements in violation of California Labor Code sections 226, 1174, and 1175 and the applicable Industrial Welfare Commission Wage Order; (6) failure to timely pay wages due at termination, in violation of California Labor Code sections 201-203 and 205; (7) engagement in unlawful business practices, including all related claims for restitution and other equitable relief under California Business and Professions Code section 17200, *et seq.*; (8) liability for any other remedies, penalties, and interest under California Labor Code sections 201, 202, 203, 205, 226, 226.7, 510, 512, 1174, 1194, 1194.2, 1197, 1197.1, PAGA, and the applicable Industrial Welfare Commission Wage Order; and (9) all related

claims, interest, attorneys' fees and/or costs of suit. The Parties acknowledge that under the release, the right of the LWDA to investigate the released PAGA claims is not released, but Released Claims do include any claims for penalties by a Class Member as a result of any such LWDA investigation, and Class Members are waiving their right to act as a private attorney general as to the Released Claims. The Release of Claims extends the Class Period, as defined above.

EE. Released Parties: Defendants and its past, present and/or future, direct and/or indirect, officers, directors, employees, representatives, administrators, attorneys, agents, parent companies, subsidiaries and affiliated corporations and entities, consultants, shareholders, joint ventures, predecessors, successors, and/or assigns.

FF. Response Deadline: Sixty (60) calendar days from the initial mailing of the Notice.

GG. Settlement Administration: The Settlement Administrator will conduct a skip trace for the address of all former employee Class Members. The Settlement Administrator will mail the Notice by first class U.S. mail to all Class Members at the address Defendants have on file for those Class Members and to all former employee Class Members at the address resulting from the skip trace. The Notice will inform Class Members that they have until the Response Deadline to either object to the Settlement or to opt-out of the Settlement. Any Class Member who does not receive Notice after the steps outlined above have been taken will still be bound by the Settlement and/or judgment.

HH. Settlement Administrator: The third party administrator agreed upon by Parties to administer this Settlement is Phoenix Settlement Administrators.

II. Superior Court: The State of California, Alameda County Superior Court.

II. RECITALS

A. The Action was filed by Plaintiff Edgar Medina on May 12, 2015, in Alameda County Superior Court.

B. Defendants filed its Answer on July 17, 2015.

C. The Parties agreed to participate in private mediation on October 4, 2017, with experienced wage and hour class action mediator, Rob Kaplan.

D. Prior to the mediation, the Parties conducted significant investigation and discovery of the facts and law both before and after the Action was filed. Prior to mediation, Defendants produced over a thousand documents relating to its policies, practices, and procedures regarding paying drivers for all hours

worked, meal and rest period policies, and payroll and operational policies. As part of Defendants' production, Plaintiff also reviewed time records, pay records, driver logs, and information relating to the size and scope of the Class, as well as data permitting Plaintiff to understand the number of workweeks in the Class Period. Plaintiff also interviewed dozens of Class Members who worked for Defendants throughout the Class Period. In addition, Plaintiff took the deposition of Defendants' Person Most Qualified witness. The Parties agree that the above-described investigation and evaluation, as well as the information exchanged during the settlement negotiations, are more than sufficient to assess the merits of the respective Parties' positions and to compromise the issues on a fair and equitable basis.

- E. Benefits of Settlement to Class Members.** Plaintiff and Class Counsel recognize the expense and length of continued proceedings necessary to continue the litigation against Defendants through trial and through any possible appeals. Plaintiff and Class Counsel also have taken into account the uncertainty and risk of further litigation, the potential outcome, and the difficulties and delays inherent in such litigation. Plaintiff and Class Counsel have conducted extensive settlement negotiations, including informal and formal conversations and written correspondence before and during the October 4, 2017 mediation. Based on the foregoing, Plaintiff and Class Counsel believe the Settlement set forth in this Agreement is a fair, adequate, and reasonable settlement, and is in the best interests of the Class Members.
- F. Defendants' Reasons for Settlement.** Defendants recognizes that the defense of this litigation has been and will continue to be protracted and expensive. Substantial amounts of time, energy, and resources of Defendants have been and, unless this Settlement is made, will continue to be devoted to the defense of the claims asserted by Plaintiff. Defendants, therefore, have agreed to settle in the manner and upon the terms set forth in this Agreement to put to rest the Released Claims.
- G. Defendants' Denial of Wrongdoing.** Defendants generally and specifically deny any and all liability or wrongdoing of any sort with regard to any of the claims alleged, make no concessions or admissions of liability of any sort, and contend that for any purpose other than settlement, the Action is not appropriate for class treatment. Defendants assert a number of defenses to the claims, and have denied any wrongdoing or liability arising out of any of the alleged facts or conduct in the Action. Neither this Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Agreement, is or may be construed as, or may be used as an admission, concession, or indication by or against Defendants or any of the Released Parties of any fault, wrongdoing, or liability whatsoever. Nor should the Agreement be construed as an admission that Plaintiff can serve as an adequate Class Representative. There has been no final determination by any court as to the merits of the claims

asserted by Plaintiff against Defendants or as to whether a class or classes should be certified, other than for settlement purposes only.

- H. Plaintiff's Claims.** Plaintiff asserts that Defendants' defenses are without merit. Neither this Agreement nor any documents referred to or contemplated herein, nor any action taken to carry out this Agreement is, may be construed as, or may be used as an admission, concession or indication by or against Plaintiff, Class Members, or Class Counsel as to the merits of any claims or defenses asserted, or lack thereof, in the Action. However, in the event that this Settlement is finally approved by the Court, Plaintiff, Class Members, and Class Counsel will not oppose Defendants' efforts to use this Agreement to prove that Plaintiff and Class Members have resolved and are forever barred from re-litigating the Released Claims.

III. SETTLEMENT TERMS AND CONDITIONS

- A. Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the maximum Gross Settlement Amount that Defendants are obligated to pay under this Settlement Agreement is Seven Hundred Thousand Dollars and Zero Cents (\$700,000.00).
- B. Class Certification.** Solely for the purposes of this Settlement, the Parties stipulate and agree to certification of the claims asserted on behalf of Class Members. As such, the Parties stipulate and agree that in order for this Settlement to occur, the Court must certify the Class as defined in this Agreement.
- C. Conditional Nature of Stipulation for Certification.** The Parties stipulate and agree to the certification of the claims asserted on behalf of Plaintiff and Class Members for purposes of this Settlement only. If the Settlement does not become effective, the fact that the Parties were willing to stipulate to certification as part of the Settlement shall not be admissible or used in any way in connection with, the question of whether the Court should certify any claims in a non-settlement context in this Action or in any other lawsuit. If the Settlement does not become effective, Defendants reserve the right to contest any issues relating to class certification and liability.
- D. Appointment of a Class Representative.** Solely for the purposes of this Settlement, the Parties stipulate and agree Plaintiff shall be appointed as representative for the Class.
- E. Appointment of Class Counsel.** Solely for the purpose of this Settlement, the Parties stipulate and agree that William Turley, David Mara, and Jill Vecchi of The Turley & Mara Law Firm, APLC shall be appointed as Class Counsel.

F. Individual Settlement Share. Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay an Individual Settlement Share from the Net Settlement Amount to each Participating Class Member.

1. Calculation.

a. Individual Settlement Share Calculation. Each Participating Class Member will receive a proportionate share of the Net Settlement Amount that is equal to (i) the number of weeks he or she worked based on the Class data provided by Defendants, divided by (ii) the total number of weeks worked by all Participating Class Members based on the same Class data, which is then multiplied by the Net Settlement Amount. One day worked in a given week will be credited as a week for purposes of this calculation. Therefore, the value of each Class Member's Individual Settlement Share ties directly to the amount of weeks that he or she worked.

The Settlement is expected to encompass approximately 14,850 workweeks plus up to ten percent (10%) more. If there is more than a ten percent (10%) increase in the number of workweeks at the end of the Class Period, Plaintiff at their sole option, may withdraw from the Settlement and this Agreement is null and void. To the extent Defendants acquire any additional businesses that employ non-exempt drivers within California up until the end of the Class Period, the Parties agree that those employees will not be considered Settlement Class members under this Agreement.

2. Tax Withholdings.

a. Sixty percent (60%) of each Individual Settlement Share is intended to settle each Class Member's claims for unpaid wages (the "Wage Portion"). The Wage Portion will be reduced by applicable payroll tax withholdings and deductions. Defendants' share of legally required payroll taxes for the Wage Portion will be calculated by the Settlement Administrator and paid out of the Net Settlement Amount. The Settlement Administrator will issue an IRS Form W-2 to each Participating Class Member with respect to the Wage Portion of his/her Individual Settlement Share.

b. Forty percent (40%) of the Individual Settlement Share is intended to settle each Class Member's claims for interest and penalties ("Non-Wage Portion"). The Non-Wage Portion will not be reduced by payroll tax withholding and deductions. The Settlement Administrator will issue to each Participating Class

Member an IRS Form 1099 with respect to the Non-Wage Portion of his/her Individual Settlement Share.

G. Settlement Disbursement. Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments out of the Gross Settlement Amount:

- 1. To the Plaintiff:** In addition to his respective Individual Settlement Share, and subject to the Court's approval, Plaintiff will receive up to Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) as a Class Representative Enhancement/General Release Payment. The Settlement Administrator will pay the Class Representative Enhancement/General Release Payment out of the Gross Settlement Amount. Payroll tax withholdings and deductions will not be taken from the Class Representative Enhancement/General Release Payment. An IRS Form 1099 will be issued to Plaintiff with respect to their Class Representative Enhancement/General Release Payment. In the event the Court does not approve the entirety of the application for the Class Representative Enhancement/General Release Payment, the Settlement Administrator shall pay whatever amount the Court awards, and neither Defendants nor the Settlement Administrator shall be responsible for paying the difference between the amount requested and the amount awarded. If the amount awarded is less than the amount requested by Plaintiff, the difference shall become part of the NSA and be available for distribution to Participating Class Members.
- 2. To Class Counsel.** Class Counsel will apply to the Court for, and Defendants agree not to oppose, a total Attorney Fee Award not to exceed 33.33% \$233,310.00 of the GSA and a Cost Award not to exceed \$30,000.00. The Settlement Administrator will pay the court-approved amounts for the Attorney Fee Award and Cost Award out of the Gross Settlement Amount. Payroll tax withholding and deductions will not be taken from the Attorney Fee Award or the Cost Award. IRS Forms 1099 will be issued to Class Counsel with respect to these payments. In the event the Court does not approve the entirety of the application for the Attorney Fee Award and/or Cost Award, the Settlement Administrator shall pay whatever amount the Court awards, and neither Defendants nor the Settlement Administrator shall be responsible for paying the difference between the amount requested and the amount awarded. If the amount awarded is less than the amount requested by Class Counsel for the Attorney Fee Award and/or Cost Award, the difference shall become part of the NSA and be available for distribution to Participating Class Members.
- 3. To the Responsible Tax Authorities.** The Settlement Administrator will pay the amount of the Participating Class Members' portion of normal payroll withholding taxes out of the Net Settlement Amount. Out of the

NSA, the Settlement Administrator shall also pay the Defendants' portion of payroll taxes as the current or former employer (including the employer's payment of applicable FICA, FUTA, and SUI contributions, etc.) to the appropriate local, state, and federal taxing authorities. The Settlement Administrator will calculate the amount of the Participating Class Members' and Defendants' portion of payroll withholding taxes and forward those amounts to the appropriate taxing authorities.

- 4. To the Settlement Administrator.** The Settlement Administrator will pay to itself Administration Costs (reasonable fees and expenses) approved by the Court. The Administration Costs are estimated not to exceed \$15,000. This will be paid out of the Gross Settlement Amount. If the actual amount of Administration Costs is less than the amount estimated and/or requested, the difference shall become part of the NSA and be available for distribution to Participating Class Members.
- 5. To Class Members.** The Settlement Administrator will pay Participating Class Members according to the Individual Settlement Share calculations set forth above. All payments to Participating Class Members shall be made from the Net Settlement Amount.

H. Appointment of Settlement Administrator. Solely for the purposes of this Settlement, the Parties stipulate and agree that Phoenix Settlement Administrators shall be retained to serve as Settlement Administrator. The Settlement Administrator shall be responsible for preparing, printing, and mailing the Notice to the Putative Class Members; maintaining a website that has links to the notice and most important documents in the case, such as the operative complaint, the preliminary approval motion, the Court's order granting preliminary approval, and a copy of the Notice; keeping track of any objections or requests for exclusion from Class Members; performing skip traces and re-mailing Notices and Individual Settlement Shares to Class Members; calculating any and all payroll tax deductions as required by law; calculating each Class Member's Individual Settlement Share; providing weekly status reports to Defendants' Counsel and Class Counsel, which is to include updates on any objections or requests for exclusion that have been received; providing a due diligence declaration for submission to the Court prior to the Final Approval hearing; mailing Individual Settlement Shares to Participating Class Members; calculating and mailing the PAGA Payment to the LWDA; distributing the Attorney Fee Award and Cost Award to Class Counsel; printing and providing Class Members and Plaintiff with W-2s and 1099 forms as required under this Agreement and applicable law; providing a due diligence declaration for submission to the Superior Court upon the completion of the Settlement; providing any funds remaining in the QSF as a result of uncashed checks to the State Treasury for deposit in the Trial Court Improvement and Modernization Fund and the Equal Access Fund of the Judicial Branch, in the amounts directed per this Settlement, including the administration of related tax reimbursements; and for such other tasks as the Parties mutually agree. The Parties each represent that they do not have any

financial interest in Phoenix Settlement Administrators or otherwise have a relationship with Phoenix Settlement Administrators that could create a conflict of interest. Phoenix Settlement Administrators will also provide a certified translation of the Notice in Spanish to be provided to all Class Members.

- I. CIRCULAR 230 DISCLAIMER.** Each Party to this Agreement (for purposes of this section, the “Acknowledging Party” and each Party to this Agreement other than the Acknowledging Party, an “Other Party”) acknowledges and agrees that:
- (1) No provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisors, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of U.S. Treasury Dept. Circular 230 (31 C.F.R. Part 10, as amended);
 - (2) The Acknowledging Party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any Other Party or any attorney or advisor to any Other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any Other Party to avoid any tax penalty that may be imposed on the Acknowledging Party; an
 - (3) No attorney or advisor to any Other Party has imposed any limitation that protects the confidentiality of any such attorney’s or adviser’s tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the Acknowledging Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

J. Procedure for Approving Settlement.

1. Motion for Preliminary Approval and Conditional Certification.

- a. Plaintiff will move for an order conditionally certifying the Class for settlement purposes only, giving Preliminary Approval of the Settlement, setting a date for the Final Approval hearing, and approving the Class Notice.
- b. At the Preliminary Approval hearing, the Plaintiff will appear, support the granting of the motion, and submit a proposed order granting conditional certification of the Class and Preliminary Approval of the Settlement; appointing the Class Representative, Class Counsel, and Settlement Administrator; approving the Class Notice; and setting the Final Approval hearing.
- c. Should the Court decline to conditionally certify the Class or to Preliminarily Approve all material aspects of the Settlement, the Settlement will be null and void, and the Parties will have no further obligations under it. Provided, however, that the amounts

of the Attorney Fee Award, Cost Award, Administration Costs, and Class Representative Enhancement shall be determined by the Court, and the Court's determination on these amounts shall be final and binding, and that the Court's approval or denial of any amount requested for these items are not conditions of this Settlement Agreement, and are to be considered separate and apart from the fairness, reasonableness, and adequacy of the Settlement. Any order or proceeding relating to an application for the Attorney Fee Award, Cost Award, Administration Costs, and Class Representative Enhancement shall not operate to terminate or cancel this Settlement Agreement. Nothing in this Agreement shall limit Plaintiff's or Class Counsel's ability to appeal any decision by the Court to award less than the requested Attorney Fee Award, Cost Award, Administration Costs, and Class Representative Enhancement.

- 2. Notice to Class Members.** After the Court enters its Preliminary Approval Order, every Class Member will be provided with the Class Notice in accordance with the following procedure:
 - a.** Within fourteen (14) calendar days after entry of the Preliminary Approval Order, Defendants shall deliver to the Settlement Administrator an electronic database, which will list for each Class Member: (1) first and last name; (2) last known mailing address; (3) social security number; (4) hire and termination dates; and (5) the total number of weeks during which the Class Member performed any actual work during the Class Period ("Database"). If any or all of this information is unavailable to Defendants, Defendants will so inform Class Counsel and the Parties will make their best efforts to reconstruct or otherwise agree upon how to deal with the unavailable information. The Settlement Administrator will conduct a skip trace for the address of all former Defendants employee Class Members. The Database shall be based on Defendants' payroll, personnel, and other business records. The Settlement Administrator shall maintain the Database and all data contained within the Database as private and confidential. The Database will not be shared with Plaintiff or Class Counsel, and the Settlement Administrator may not use the Database for any purpose other than to administer the Settlement as provided herein.
 - b.** Within twenty-eight (28) days after entry of the Preliminary Approval Order, the Settlement Administrator will mail the Class Notice to all identified Class Members via first-class regular U.S. Mail, using the mailing address information provided by

Defendants and the results of the skip trace performed on all former Defendants employee Class Members.

- c. If a Class Notice is returned because of an incorrect address, within ten (10) days from receipt of the returned Notice, the Settlement Administrator will conduct a search for a more current address for the Class Member and re-mail the Class Notice to the Class Member. The Settlement Administrator will use the National Change of Address Database and skip traces to attempt to find the current address. The Settlement Administrator will be responsible for taking reasonable steps to trace the mailing address of any Class Member for whom a Class Notice is returned by U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; and promptly re-mailing to Class Members for whom new addresses are found. If the Class Notice is re-mailed, the Settlement Administrator will note for its own records the date and address of each re-mailing.
 - d. The Settlement Administrator shall provide a weekly status report to the Parties. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defendants' Counsel of the number of Notices mailed, the number of Notices returned as undeliverable, the number of Notices re-mailed, and the number of requests for exclusion received.
 - e. No later than fourteen (14) days after the Response Deadline, the Settlement Administrator will serve on the Parties a declaration of due diligence setting forth its compliance with its obligations under this Agreement. The declaration from the Settlement Administrator shall also be filed with the Court by Class Counsel no later than ten (10) days before the Final Approval hearing. Before the Final Approval hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.
- 3. Objections to Settlement.** The Class Notice will provide that the Class Members who wish to object to the Settlement must do so in writing, signed, dated, and mailed to the Settlement Administrator postmarked no later than the Response Deadline. The timeframe to submit an objection will not be increased for returned mailings.
- a. **Format.** Any written Objections must: (a) clearly identify the case name and number (Motta v. Roadrunner Transportation Services, Inc, Case Number RG15770011), (b) be submitted to the Court

either by mailing the to: Clerk of Court, Superior Court of California, County of Alameda, Rene C. Davidson Alameda County Courthouse, 1225 Fallon Street, Oakland, California 94612, or by filing in person at any location of the Superior Court, County of Alameda that includes a facility for civil filings, (c) also be mailed to the law firms identified above and (d) be filed or postmarked on or before the Response Deadline. The objection will not be valid if it objects only to the appropriateness of the Action or its merits.

b. Notice of Intent to Appear. You may also appear at the Final Approval Hearing, either in person or through an attorney at your own expense, provided you notify the Court of your intent to do so. Notices of intent to appear at the Final Approval Hearing must (a) clearly identify the case name and number (Motta v. Roadrunner Transportation Services, Inc, Case Number RG15770011), (b) be submitted to the Court either by mailing the to: Clerk of Court, Superior Court of California, County of Alameda, Rene C. Davidson Alameda County Courthouse, 1225 Fallon Street, Oakland, California 94612, or by filing in person at any location of the Superior Court, County of Alameda that includes a facility for civil filings, (c) also be mailed to the law firms identified above and (d) be filed or postmarked on or before the Response Deadline.

4. Request for Exclusion from the Settlement (“Opt-Out”). The Class Notice will provide that Class Members who wish to exclude themselves from the Settlement must mail to the Settlement Administrator a written request for exclusion. The written request for exclusion must: (a) state the Class Member’s name, address, telephone number, and social security number; (b) state the Class Member’s intention to exclude themselves from or opt-out of the Settlement; (c) be addressed to the Settlement Administrator; (d) be signed by the Class Member or his or her lawful representative; and (e) be postmarked no later than the Response Deadline.

a. Confirmation of Authenticity. If there is a question about the authenticity of a signed request for exclusion, the Settlement Administrator may demand additional proof of the Class Member’s identity. Any Class Member who returns a timely, valid, and executed request for exclusion will not participate in or be bound by the Settlement and subsequent judgment and will not receive an Individual Settlement Share. A Class Member who does not complete and mail a timely request for exclusion will automatically be included in the Settlement, will receive an Individual Settlement Share, and be bound by all terms and conditions of the Settlement, if the Settlement is approved by the

Court, and by the subsequent judgment, regardless of whether he or she has objected to the Settlement.

- b. Report.** No later than seven (7) days after the Response Deadline, the Settlement Administrator will provide the Parties with a complete and accurate accounting of the number of Notices mailed to Class Members, the number of Notices returned as undeliverable, the number of Notices re-mailed to Class Members, the number of re-mailed Notices returned as undeliverable, the number of Class Members who objected to the Settlement and copies of their submitted objections, the number of Class Members who returned valid requests for exclusion, and the number of Class Members who returned invalid requests for exclusion.
- c. Defendants' Option to Terminate.** If more than ten percent (10%) of the Class Members submit requests for exclusion, Defendants, at their sole option, may withdraw from the Settlement and this Agreement is null and void.

5. Disputes Regarding Eligible Workweeks. The Notice shall advise Class Members that should they disagree with the number of Eligible Workweeks stated therein, they may provide documentation and/or an explanation to show contrary information to the Settlement Administrator on or before the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Payment shall be binding upon the Class Member and the Parties.

6. No Solicitation of Objection or Requests for Exclusion. Neither the Parties nor their respective counsel will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, request exclusion from the Settlement, or appeal from the Judgment.

7. Motion for Final Approval.

- a.** Class Counsel will file unopposed motions and memorandums in support thereof for Final Approval of the Settlement and the following payments in accord with the terms of the Settlement: (1) the Attorney Fee Award; (2) the Cost Award; (3) Administrative Costs; (4) the Class Representative Enhancement; and (5) PAGA Payment. Class Counsel will also move the Court for and order of Final Approval (and associated entry of Judgment) releasing and

barring any Released Claims of the Class Members who do not opt out of the Settlement.

- b. If the Court does not grant Final Approval of the Settlement, or if the Court's Final Approval of the Settlement is reversed or materially modified on appellate review, then this Settlement will become null and void. If that occurs, the Parties will have no further obligations under the Settlement, including any obligation by Defendants to pay the Gross Settlement Amount or any amounts that otherwise would have been owed under this Agreement. Further, should this occur, the Parties agree they shall be equally responsible for the Settlement Administrator's Administration Costs through that date. An award by the Court of a lesser amount than sought by Plaintiff and Class Counsel for the Class Representative Enhancement, Attorney Fee Award, Cost Award, will not constitute a material modification to the Settlement within the meaning of this paragraph.
 - c. Upon Final Approval of the Settlement, the Parties shall present to the Court a proposed Final Approval Order, approving of the Settlement and entering Judgment in accordance therewith. After entry of Judgment, the Court shall have continuing jurisdiction over the Action for purposes of: (1) enforcing this Settlement Agreement; (2) addressing settlement administration matters, and (3) addressing such post-Judgment matters as may be appropriate under Court rules and applicable law.
- 8. Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms and conditions of this Agreement, if Class Members do not timely object to the Settlement, then the Parties and their respective counsel waive any and all rights to appeal from the Judgment, including, but not limited to, all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate or set aside judgment, and any extraordinary writ, and the Judgment will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceeding, or post-judgment proceeding. This paragraph does not preclude Plaintiff or Class Counsel from appealing from a refusal by the Court to award the full Class Representative Enhancements, the Attorney Fee Award, or the Cost Award sought by them.
- 9. Vacating, Reversing, or Modifying Judgment on Appeal.** If, after a notice of appeal, the reviewing court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement, and that court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher court, then this Settlement will become null and void and the Parties will have no further obligations under it. A

vacation, reversal, or modification of the court awarded Attorney Fee Award, Cost Award, or Class Representative Enhancements will not constitute a vacation, reversal, or material modification of the Judgment within the meaning of this paragraph. A material modification would include, but not necessarily be limited to, any alteration of the Gross Settlement Amount, an alteration in the calculation of the Net Settlement Amount, and any change to the calculation of the Individual Settlement Share.

10. Disbursement of Settlement Shares and Payments. Subject to the Court finally approving the Settlement, the Settlement Administrator shall distribute funds pursuant to the terms of this Agreement and the Superior Court's Final Approval Order and Judgment. The maximum amount Defendants can be required to pay under this Settlement for any purpose is the Gross Settlement Amount. The Settlement Administrator shall keep Defendants' Counsel and Class Counsel apprised of all distributions from the Gross Settlement Amount. The Settlement Administrator shall respond to questions from Defendants' Counsel and Class Counsel. No person shall have any claim against Defendants, Defendants' Counsel, Plaintiff, Class Counsel, or the Settlement Administrator based on the distributions and payments made in accordance with this Agreement.

- a. **Funding the Settlement:** No later than ten (10) calendar days after the Effective Final Settlement Date, Defendants shall pay the entire GSA by wiring the funds into a QSF set up and controlled by the Settlement Administrator.
- b. **Disbursement:** Within twenty (20) calendar days after the Effective Final Settlement Date, the Settlement Administrator shall calculate and pay all payments due under the Settlement Agreement, including all Individual Settlement Shares, the Attorney Fee Award, the Cost Award, the Class Representative Enhancements, the PAGA Payment, and the Administration Costs. The Settlement Administrator will forward a check for 75% of the PAGA Payment to the LWDA for settlement of the PAGA claim (not to exceed \$37,500). After such payment, Defendants shall have no liability for PAGA claims by or on behalf of Participating Class Members during the Class Period, which are released under this Agreement.
- c. **QSF:** The Parties agree that the QSF is intended to be a "Qualified Settlement Fund" under Section 468B of the Code and Treasury Regulations § 1.4168B-1, 26 C.F.R. § 1.468B-1 *et seq.*, and will be administered by the Settlement Administrator as such. The Parties and Settlement Administrator shall treat the QSF as coming into existence as a Qualified Settlement Fund on the

earliest date permitted as set forth in 26 C.F.R. § 1.468B-1, and such election statement shall be attached to the appropriate returns as required by law.

11. Uncashed Checks. Participating Class Members must cash or deposit their Individual Settlement Share checks within one hundred and eighty (180) calendar days after the checks are mailed to them. If any checks are not redeemed or deposited within ninety (90) days after mailing, the Settlement Administrator will send a reminder postcard indicating that unless the check is redeemed or deposited in the next ninety (90) days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced. If any checks remain uncashed or not deposited by the expiration of the 90-day period after mailing the reminder notice, the Settlement Administrator will, within two hundred (200) calendar days after the checks are mailed, pay 25% of any uncashed check funds to the State Treasury for deposit in the Trial Court Improvement and Modernization Fund, and the remaining 75% of the uncashed check funds to the State Treasury for deposit into the Equal Access Fund of the Judicial Branch pursuant to Code of Civil Procedure section 384(b)(3)(A)-(C). The Settlement Administrator will not issue 1099 or W-2 forms to Participating Class Members who do not cash their Individual Settlement Share checks.

12. Final Report by Settlement Administrator. Within ten (10) days after the disbursement of all funds, the Settlement Administrator will serve on the Parties a declaration providing a final report on the disbursements of all funds.

13. Defendants' Legal Fees. Defendants are responsible for paying for all of Defendants' own legal fees, costs, and expenses incurred in this Action outside of the Gross Settlement Fund.

K. Release of Claims. As of the Effective Final Settlement Date, Class Members who do not submit a timely and valid request for exclusion release the Released Parties from the Released Claims for the entirety of the Class Period. Participating Class Members agree not to sue or otherwise make a claim against any of the Released Parties for any of the Released Claims for the entirety of the Class Period.

L. Plaintiff's Release of Claims and General Release. As of the Effective Final Settlement Date, and in exchange for the Class Representative Enhancement/General Release Payment to Plaintiff in an amount not to exceed \$7,500.00 (Seven Thousand Five Hundred Dollars and No Cents), in recognition of his work and efforts in obtaining the benefits for the Class, and undertaking the risk for the payment of costs in the event this matter had not successfully resolved, Plaintiff also gives the following general release of claims for himself and his spouse, heirs, successors and assigns, forever release the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements,

controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses of any nature whatsoever, from the beginning of time through the date of his signature on this Agreement, known or unknown, suspected or unsuspected, whether in tort, contract, equity, or otherwise, for violation of any federal, state or local statute, rule, ordinance or regulation, including but not limited to all claims arising out of, based upon, or relating to his employment with Defendants or the remuneration for, or termination of, such employment. Plaintiff's Release of Claims also includes a waiver of California Civil Code section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

This release excludes any release of any claims not permitted to be released by law.

M. Miscellaneous Terms

- 1. No Admission of Liability.** Defendants make no admission of liability or wrongdoing by virtue of entering into this Agreement. Additionally, Defendants reserve the right to contest any issues relating to class certification and liability if the Settlement is not approved. Defendants deny that it has engaged in any unlawful activity, has failed to comply with the law in any respect, has any liability to anyone under the claims asserted in the Action, or that but for the Settlement, a Class should be certified in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants of liability or wrongdoing. This Settlement and Plaintiff's and Defendants' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with this Settlement).
- 2. No Effect on Employee Benefits.** The Class Representative Enhancement/General Release Payment and/or Individual Settlement Shares paid to Plaintiff and Participating Class Members shall not be deemed to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (*e.g.*, vacation, holiday pay, retirement plans, etc.) of Plaintiff or the Participating Class Members. The Parties agree that any Class Representative Enhancement/General Release Payment and/or Individual Settlement Shares paid to Plaintiff or the Participating Class Members under the terms of this Agreement do not represent any modification of Plaintiff's or Participating Class Members' previously credited hours of service or other

eligibility criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by Defendants. Further, any Class Representative Enhancement/General Release Payment shall not be considered “compensation” in any year for purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan or employee welfare benefit plan sponsored by Defendants.

- 3. No Solicitation of Individual Settlements.** Defendants and its Counsel agree that until and unless the Court does not grant Final Approval of the Settlement and/or the Settlement Agreement becomes null and void, Defendants and its Counsel will not attempt to solicit any individual settlements from the Class Members. This does not apply to putative class members who initiate contact with Defendants or their counsel. Should this clause be violated, Plaintiff reserves the right to terminate the Settlement Agreement.
- 4. Publicity.** Class Counsel agree to discuss the terms of this Settlement only in declarations submitted to a court to establish their adequacy to serve as class counsel, in declarations submitted to a court in support of motions for preliminary approval, final approval, for attorneys’ fees/costs, and any other pleading filed with the Court in conjunction with the Settlement, and in discussions with Class Members in the context of administering this Settlement until the Preliminary Approval Order is issued.
- 5. Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire Agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any party concerning this Agreement or its exhibits, other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.
- 6. Authorization to Enter Into Settlement Agreement.** Class Counsel and Defendants’ Counsel warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties under this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement this Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the Court, and in all cases, all such documents, supplemental provisions, and assistance of the Court will be consistent with this Agreement.

- 7. Exhibits and Headings.** The terms of this Agreement include the terms set forth in the attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Agreement are an integral part of the Settlement and must be approved substantially as written. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.
- 8. Interim Stay of Proceedings.** The Parties agree to stay and hold all proceedings in the Action in abeyance, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval hearing to be conducted by the Superior Court.
- 9. Amendment or Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by counsel for all Parties or their successors-in-interest.
- 10. Agreement Binding on Successors and Assigns.** This Agreement will be binding upon, and inure to the benefit of, the successors and assigns of the Parties, as previously defined.
- 11. No Prior Assignment.** Plaintiff hereby represents, covenants, and warrants that he has not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged.
- 12. Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.
- 13. Fair, Adequate, and Reasonable Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.
- 14. No Tax or Legal Advice.** The Parties understand and agree that the Parties are neither providing tax or legal advice, nor making representations regarding tax obligations or consequences, if any, related to this Agreement, and that Class Members will assume any such tax obligations or consequences that may arise from this Agreement, and that Class Members shall not seek any indemnification from the Parties or any of the Released

Parties in this regard. The Parties agree that, in the event that any taxing body determines that additional taxes are due from any Class Member, such Class Member assumes all responsibility for the payment of such taxes.

15. Jurisdiction of the Superior Court. The Superior Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgment entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Superior Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Agreement and all orders and judgments in connection therewith.

16. Invalidity of Any Provision; Severability. Before declaring any provision of this Agreement invalid, the Parties request that the Superior Court first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Agreement valid and enforceable. In the event any provision of this Agreement shall be found unenforceable, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.

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

18. Execution in Counterpart. This Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile or PDF signatures will be accepted. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel execute this Agreement.

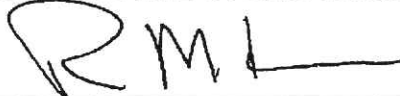
Dated: 5/7/2018

LEONARDO MOTTA



Dated: 5/10/2018

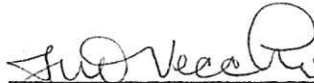
**DEFENDANTS ROADRUNNER
TRANSPORTATION SERVICES, INC. AND
CENTRAL CAL TRANSPORTATION, LLC**



Name: Robert M. Milner
Title: General Counsel

Dated: 5-14-18

THE TURLEY & MARA LAW FIRM, APLC



William Turley, Esq.

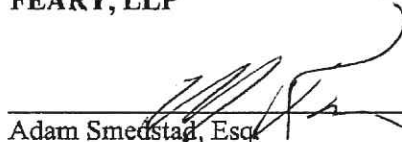
David Mara, Esq.

Jill Vecchi, Esq.

Attorneys for Plaintiff Leonardo Motta, on behalf of
himself and all others similarly situated

Dated: 5-14-18

**SCOPELITIS, GARVIN, LIGHT, HANSON &
FEARY, LLP**



Adam Smedstad, Esq.

Jack Finklea, Esq.

Attorneys for Defendants Roadrunner
Transportation Services, Inc. and Central Cal
Transportation, LLC

4838-8953-9168, v. 2

EXHIBIT A

CALIFORNIA SUPERIOR COURT, COUNTY OF ALAMEDA

Leonardo Motta on behalf of himself, all others similarly situated, and on behalf of the general public, Plaintiff,
vs. Roadrunner Transportation Services, Inc. and Central Cal Transportation, LLC, Defendants
Case No. RG15770011

NOTICE OF CLASS ACTION SETTLEMENT

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
However, your legal rights are affected by whether you act or don't act.*

TO: All persons who were employed by Defendants, Roadrunner Transportation Services, Inc. and Central Cal Transportation, LLC, as non-exempt drivers at any time in California from May 12, 2011, to February 1, 2018

The California Superior Court, County of Alameda has granted preliminary approval to a proposed settlement (“Settlement”) of the above-captioned action (“Class Action”). Because your rights may be affected by this Settlement, it is important that you read this Notice of Class Action Settlement (“Notice”) carefully.

The Court has certified the following class for settlement purposes (“Class” or “Class Members”):

All persons who were employed by Defendants, Roadrunner Transportation Services, Inc. and Central Cal Transportation, LLC, as non-exempt drivers at any time in California from May 12, 2011, to February 1, 2018.

The purpose of this Notice is to provide a brief description of the claims alleged in the Class Action, the key terms of the Settlement, and your rights and options with respect to the Settlement.

YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.

WHAT INFORMATION IS IN THIS NOTICE

1. Why Have I Received This Notice?..... Page 2
2. What Is This Case About? Page 2
3. Am I a Class Member? Page 2
4. How Does This Class Action Settlement Work? Page 2
5. Who Are the Attorneys Representing the Parties? Page 3
6. What Are My Options? Page 4
7. How Do I Opt Out or Exclude Myself From This Settlement? Page 4
8. How Do I Object to the Settlement? Page 4
9. How Does This Settlement Affect My Rights? Page 5
10. How Much Can I Expect to Receive From This Settlement? Page 6
11. How Will the Attorneys for the Class and the Class Representative Be Paid? Page 7

1. *Why Have I Received This Notice?*

Roadrunner Transportation Services, Inc. and Central Cal Transportation, LLC's (hereinafter referred to as "Defendants") records indicate that you may be a Class Member. The settlement will resolve all Class Members' Released Claims, as described below, from May 12, 2011, to February 1, 2018 (the "Class Period").

A Preliminary Approval Hearing was held on [the date of Preliminary Approval], in the California Superior Court, County of San Diego. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice.

The Court will hold a Final Fairness Hearing concerning the proposed settlement on [the date of final approval hearing], 2018 at [time a.m./p.m.], before Judge Winifred Y. Smith, located at 1221 Oak Street, Oakland, California 94612, Department 21.

2. *What Is This Case About?*

The action entitled *Leonardo Motta on behalf of himself, all others similarly situated, and on behalf of the general public, Plaintiff, vs. Roadrunner Transportation Services, Inc. and Central Cal Transportation, LLC, Defendants*, was commenced on May 12, 2015 in the Alameda Superior Court (Case Number RG15770011). This action was brought against Defendants seeking damages, restitution, penalties, interests, costs and attorney's fees and other relief based on the following alleged causes of action: 1) wage theft/time shaving; 2) failure to pay compensation for all time worked; 3) failure to provide meal periods; 4) failure to authorize and permit rest periods; 5) knowing and intentional failure to comply with itemized employee wage statement provisions; 6) waiting time penalties; and 7) violation of the Unfair Competition Law. As part of preliminary approval, Plaintiff Motta amended his complaint to add in a cause of action under the Labor Code Private Attorneys General Act of 2004 ("PAGA").

The Court has not made any determination as to whether the claims advanced by the Plaintiff Motta have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff Motta or Defendants; instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuit, all parties avoid the risks and cost of a trial. Defendants expressly denies that it did anything wrong or that it violated the law and further denies any liability whatsoever to Plaintiff Motta or to the Class.

3. *Am I A Class Member?*

You are a Class Member if you worked for Defendants as a non-exempt driver at any time from May 12, 2011, to February 1, 2018 (the "Class Period") in California.

4. *How Does This Class Action Settlement Work?*

Plaintiff Motta brings this action behalf of himself and all other similarly situated employees who were employed by Defendants as non-exempt drivers in California at any time during the Class Period. Plaintiff Motta and these other current and former employees comprise a "Class" and are "Class Members." The settlement of this Action resolves the Released Claims of all Class Members, except for those who exclude themselves from the Class by requesting to be excluded in the manner set forth below.

Plaintiff Motta and Class Counsel believe the settlement is fair and reasonable. The Court must also review the terms of the settlement and determine if it is fair and reasonable to the Class. The Court file has the settlement documents, which explain the settlement in greater detail. If you would like copies of the settlement documents, you can contact Plaintiff Motta's counsel, whose contact information is below, and they will provide you with a copy free of charge.

The pleadings and other records in this litigation, including the Settlement Agreement, may be examined online on the Alameda County Superior Court's website, known as 'DomainWeb,' at:

<https://publicrecords.alameda.courts.ca.gov/PRS/>

After arriving at the website, click the 'Search By Case Number' link, then enter RG15770011 as the case number and click 'SEARCH.' Images of every document filed in the case may be viewed through the 'Register of Actions' at a minimal charge.

You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANTS' COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS!

5. Who Are the Attorneys Representing the Parties?

Attorneys for Plaintiff and the Class	Attorneys for Defendant
THE TURLEY & MARA LAW FIRM, APLC William Turley David Mara Jill Vecchi 7428 Trade Street San Diego, CA 92121 Telephone: (619) 234-2833 Facsimile: (619) 234-4048	SCOPELITIS, GARVIN, LIGHT, HANSON & FEARY, LLP Adam Smedstad 30 West Monroe Street, Suite 600 Chicago, IL 60603 Telephone: (312) 255-7200 Facsimile: (312) 422-1224 Jack Finklea 10 West Market Street, Suite 1500 Indianapolis, IN 46204 Telephone: (317) 637-1777 Facsimile: (317) 687-2414

The Court has decided that The Turley & Mara Law Firm, APLC are qualified to represent you and all other Class Members simultaneously.

You do not need to hire your own attorney because Class Counsel is working on your behalf. But, if you want your own attorney, you may hire one at your own cost.

6. *What Are My Options?*

The purpose of this Notice is to inform you of the proposed settlement and of your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are summarized below and explained in more detail in this Notice.

Important Note: Defendants will not retaliate against you in any way for either participating or not participating in this Settlement.

- J **DO NOTHING:** If you do nothing and the Court grants final approval of the Settlement, you **will** become part of this lawsuit and may receive a payment from the Settlement. You **will** be bound to the release of the Released Claims as defined in the Settlement Agreement and the Final Judgment. You **will** also give up your right to pursue the Released Claims as defined in Section No. 9 below.
- J **OPT OUT:** If you **do not** want to participate as a Class Member, you may “opt out,” which will remove you from the Class and this Action. If the Court grants final approval of the settlement, you **will not** receive an Individual Settlement Share payment and you will not give up the right to sue Defendants and the Released Parties for the Released Claims as defined in Section No. 9 below.
- J **OBJECT:** You may file a legal objection to the proposed settlement. If you would like to object, you may not opt out of this case.

The procedures for opting out and objecting are set forth below in the sections entitled “How Do I Opt Out or Exclude Myself From This Settlement” and “How Do I Object To The Settlement?”

7. *How Do I Opt Out Or Exclude Myself From This Settlement?*

If you do not want to take part in the Settlement, you must mail a written Request for Exclusion to the Settlement Administrator. The written request for exclusion must: (a) state your name, address, and telephone number; (b) state your intention to exclude yourself from or opt-out of the Settlement; (c) be addressed to the Settlement Administrator at [address]; (d) be signed by you or your lawful representative; and (e) be postmarked no later than [the Response Deadline].

The Final Judgment entered, following approval of the Settlement by the Court, will bind all Class Members who do not request exclusion from the Settlement.

8. *How Do I Object To The Settlement?*

If you are a Class Member who does not opt out of the Settlement, you may object to the Settlement, personally or through an attorney, by submitting your objection in writing. You may also appear at the Final Approval Hearing, either in person or through an attorney at your own expense, provided you notify the Court of your intent to do so. All written objections, supporting papers and/or notices of intent to appear at the Final Approval Hearing must (a) clearly identify the case name and number (Motta v. Roadrunner Transportation Services, Inc, Case Number RG15770011), (b) be submitted to the Court either by mailing the to: Clerk of Court, Superior Court of California, County of Alameda, Rene C. Davidson Alameda County Courthouse, 1225 Fallon Street, Oakland, California 94612, or by filing in person at any location of the Superior Court, County of Alameda that includes a facility for

civil filings, (c) also be mailed to the law firms identified above and (d) be filed or postmarked on or before **[Response Deadline]**. The objection will not be valid if it objects only to the appropriateness of the Action or its merits.

If the Court rejects the objection will receive an Individual Settlement Share payment and will be bound by the terms of the Settlement.

9. *How Does This Settlement Affect My Rights? What are the Released Claims?*

If the proposed settlement is approved by the Court, a Final Judgment will be entered by the Court. All Class Members who do not opt out of the Settlement will be bound by the Court's Final Judgment and will release Defendant and the Released Parties¹ from the Released Claims. The full and detailed Release of Claims by Participating California Class Members is contained in the Settlement Agreement, which can be found at [www.\[INSERT\].com](http://www.[INSERT].com) or on the Court's Domainweb website (instructions on accessing this site are provided in Section 11 of this Notice). The claims released under this Settlement are paraphrased as follows:

Putative class members who **do not** opt out of the settlement will release any and all claims, including all federal, state or local claims for wages and related penalties actually alleged in this lawsuit for the period of time from May 12, 2011, to February 1, 2018 including but not limited to: (1) Defendants' alleged failure to pay drivers at least minimum wage for all straight time hours they worked in violation of California law, this includes time for "non-productive time" and rest and recovery periods as well as any other claims for alleged "wage theft/time shaving"; (2) Defendants' alleged failure to pay drivers overtime compensation for overtime hours worked in violation of California law; (3) Defendants' alleged failure to provide meal periods to drivers in compliance with California, or provide drivers with compensation in lieu of lawful meal periods, in violation of California Labor Code sections 226.7 and 512 and the applicable Industrial Welfare Commission Wage Order; (4) Defendants' alleged failure to authorize and permit rest periods lawful rest periods to drivers, or provide compensation in lieu of lawful rest periods, in violation of California Labor Code section 226.7 and the applicable Industrial Welfare Commission Wage Order; (5) Defendants' alleged failure to provide itemized employee wage statements to drivers in violation of California Labor Code sections 226, 1174, and 1175 and the applicable Industrial Welfare Commission Wage Order; (6) Defendants' alleged failure to timely pay wages due to drivers at termination of their employment, in violation of California Labor Code sections 201-203 and 205; (7) Defendants' alleged engagement in unlawful business practices, including all related claims for restitution and other equitable relief under California Business and Professions Code section 17200, *et seq.*; (8) liability for any other remedies, penalties, and interest under California Labor Code sections 201, 202, 203, 205, 226, 226.7, 510, 512, 1174, 1194, 1194.2, 1197, 1197.1, PAGA, and the applicable Industrial Welfare Commission Wage Order; and (9) all related claims, interest, attorneys' fees and/or costs of suit. Under the release, the right of the LWDA to investigate the released PAGA claims is not released, but Released Claims do include any claims for penalties by a Class Member as a result of any such LWDA investigation, and Class Members are waiving their right to act as a private attorney general as to the Released Claims. The Release of Claims extends May 12, 2011, to February 1, 2018.

10. *How Much Can I Expect to Receive From This Settlement?*

The total maximum amount that Defendants could be required to pay under this Agreement shall be \$700,000.00 ("Gross Settlement Amount" or "GSA").

¹ "Released Parties" means Defendants and its past, present and/or future, direct and/or indirect, officers, directors, employees, representatives, administrators, attorneys, agents, parent companies, subsidiaries and affiliated corporations and entities, consultants, shareholders, joint ventures, predecessors, successors, and/or assigns.

The “Net Settlement Amount” or “NSA” means the portion of the Gross Settlement Amount, available for distribution to Class Members after the deduction of (1) the Class Representative Enhancement to Plaintiff in an amount up to \$7,500, for prosecution of the Action, risks undertaken for the payment of attorneys’ fees and costs, and a general release of all claims; (2) the Settlement Administration Costs to the Settlement Administrator in an amount estimated not to exceed \$15,000; (3) a payment of \$15,000 (75% of \$20,000 allocated to the Labor Code Private Attorneys General Act of 2004 claims) to the California Labor Workforce Development Agency (“LWDA”); and (4) payment to Class Counsel in an amount not to exceed \$233,310 (one third of the Gross Settlement Amount) for attorneys’ fees and an amount not to exceed \$30,000 for litigation costs. All of these payments are subject to court approval.

After deducting the above-referenced items, the remaining Net Settlement Amount, will be proportionately distributed amongst all Class Members who have not opted out. The Settlement Administrator will assign to each Participating Class Member² a “Settlement Ratio,” which shall be a fractional number comprised of (i) the number of weeks he or she worked based on the Class data provided by Defendants, divided by (ii) the total number of weeks worked by all Participating Class Members based on the same Class data, which is then multiplied by the Net Settlement Amount. One day worked in a given week will be credited as a week for purposes of this calculation. Therefore, the value of each Class Member’s Individual Settlement Share ties directly to the amount of weeks that he or she worked.

Although your exact share of the Net Settlement Amount cannot be precisely calculated until after the time during which individuals may object or seek exclusion from the Settlement concludes, based upon the calculation above, your approximate share of the Net Settlement Amount, is as follows: \$ [REDACTED], less taxes. This is based on the Class Data which shows you worked [REDACTED] workweeks during the Class Period.

If you disagree with the number of workweeks stated in this Notice, you may provide documentation and/or an explanation to show contrary information to the Settlement Administrator at [Address]. You must postmark this information by [Response Deadline]. The Settlement Administrator will consult with the Parties to determine whether an adjustment about the number of workweeks worked is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of the settlement. The Settlement Administrator’s determination of the eligibility for and the amount of any Individual Settlement Payment shall be binding on the Class Member and the Parties.

Thirty-three and one-third percent (33.3%) of each Individual Settlement Share is intended to settle each Class Member’s claims for unpaid wages (the “Wage Portion”). The Wage Portion will be reduced by applicable payroll tax withholdings and deductions. Defendants’ share of legally required payroll taxes for the Wage Portion will be calculated by the Settlement Administrator and paid out of the Net Settlement Amount. The Settlement Administrator will issue an IRS Form W-2 to each Participating Class Member with respect to the Wage Portion of his/her Individual Settlement Share.

Sixty-six and two-thirds percent (66.7%) of the Individual Settlement Share is intended to settle each Class Member’s claims for interest and penalties (“Non-Wage Portion”). The Non-Wage Portion will not be reduced by payroll tax withholding and deductions. The Settlement Administrator will issue to each Participating Class Member an IRS Form 1099 with respect to the Non-Wage Portion of his/her Individual Settlement Share.

It is strongly recommended that upon receipt of your Individual Settlement Share check, you immediately cash it or cash it before the 180-day void date shown on each check. If any checks remain uncashed or not deposited by the expiration of the 180-day period, the Settlement Administrator will, within two hundred (200) calendar days

² A Participating Class Member is a Class Member who does not exclude themselves from the Settlement.

after the checks are mailed, pay 25% of any uncashed check funds to the State Treasury for deposit in the Trial Court Improvement and Modernization Fund, and the remaining 75% of the uncashed check funds to the State Treasury for deposit into the Equal Access Fund of the Judicial Branch pursuant to Code of Civil Procedure section 384(b)(3)(A)-(C). The Settlement Administrator will not issue 1099 or W-2 forms to Participating Class Members who do not cash their Individual Settlement Share checks.

11. *How Will the Attorneys for the Class and the Class Representative Be Paid?*

The attorneys for Plaintiff and the Class will be paid from the Gross Settlement Amount. Subject to Court approval, the attorneys for Plaintiff and the Class shall be paid an amount not to exceed one third of the Gross Settlement Amount (\$233,310) for attorney fees and \$30,000 for litigation costs.

Defendants have paid all of its own attorneys' fees and costs.

Plaintiff Motta will also be paid, subject to Court approval, an amount not to exceed \$7,500, as an enhancement for the initiation of and prosecution of this case, the risks undertaken for the payment of costs in the event this case had been lost, and a general release of all claims.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact Class Counsel listed above, or the Settlement Administrator at the telephone number listed below, toll free. Please refer to the Roadrunner Central Cal class action Settlement. You can also access case documents free of charge by visiting a website set up and maintained by the Settlement Administrator by visiting [www.\[INSERT\].com](http://www.[INSERT].com).

This Notice does not contain all of the terms of the proposed settlement or all of the details of these proceedings. For more detailed information, you may refer to the underlying documents and papers on file with the Court at 1221 Oak Street, Oakland, California 94612 or obtain them for a nominal fee by visiting the Alameda Superior Court website by visiting publicrecords.alameda.courts.ca.gov and inputting the case number RG15770011. You may also contact Plaintiff's counsel, whose contact information is above, and they will provide you with a copy of the settlement documents or case documents free of charge.

PLEASE DO NOT TELEPHONE THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.