

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

CAL CARTAGE TRANSPORTATION  
EXPRESS, LLC

CASE NO. 21-CA-247884

and

INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS

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**RESPONDENT'S MOTION FOR SUMMARY JUDGMENT, WITH SUPPORTING  
MEMORANDUM AND EXHIBITS**

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Attorneys for Respondent  
Cal Cartage Transportation Express, LLC

## **MOTION FOR SUMMARY JUDGMENT**

Respondent Cal Cartage Transportation Express, LLC hereby moves pursuant to Sections 102.24 and 102.50 of the Board's Rules and Regulations that these proceedings be transferred and continued before the Board; that the Board grant summary judgment in favor of Respondent; and accordingly, that the complaint herein be dismissed in its entirety. This motion is based upon the Complaint and Notice of Hearing issued December 10, 2020 (Exhibit A hereto); Respondent's Answer to Complaint filed December 22, 2020 (Exhibit B hereto); the Declaration of Stephen L. Berry and its attachments (collectively, Exhibit C hereto); and the memorandum of law set forth below.

### **MEMORANDUM OF LAW IN SUPPORT OF MOTION** **FOR SUMMARY JUDGMENT**

#### **I. The Board should revitalize the *de minimis* doctrine established in *Jimmy Wakely*.**

This case presents an excellent opportunity for the Board to revitalize the doctrine --- which unfortunately has fallen into disuse --- that allegations of *de minimis* violations are unworthy of the Board's time and attention.

The seminal case for the *de minimis* doctrine was *American Federation of Musicians Local 76 (Jimmy Wakely Show)*, 202 NLRB 620 (1973). In *Jimmy Wakely*, Chairman Miller and Members Kennedy and Penello concluded that, "at first blush," Board precedent would require them to find that the union had violated Section 8(b)(1)(B) by threatening to fine John Wakely, a supervisor, in furtherance of the union's dispute with John's father, Jimmy Wakely. 202 NLRB at 620. "In the circumstances here, however, the conduct involved was so minimal and has been so substantially remedied by the Respondent's subsequent conduct that *the entire situation is one of little significance* and there is no real need for a Board remedy." *Id.* (emphasis added). The

Board continued: “But even if not entirely moot, it seems to us that the alleged misconduct here is of such *obviously limited impact and significance* that we ought not to find that it rises to the level of constituting a violation of our Act.” *Id.* at 621 (emphasis added). Citing its heavy caseload, the *Jimmy Wakely* Board said that “*de minimis* or isolated violations” should be “screen[ed] out.” *Id.* “Otherwise, time, energy and manpower are dissipated in seeking to rectify situations of no real moment while, backed up behind them, significant violations remain unremedied.” *Id.*

In the 48 years since the Board announced the *de minimis* doctrine in *Jimmy Wakely*, the Board has applied it in only a handful of cases. *See, e.g., Bellinger Shipyards, Inc.*, 227 NLRB 620 (1976) (dismissing complaint re: overbroad no-solicitation rule, citing *Jimmy Wakely*). But at least seven different Board members, in dissenting and concurring opinions, have signaled their interest in a more robust application of the *de minimis* doctrine: Chairman Ring (*Trinity Services Group, Inc.*, 368 NLRB No. 115 (2019)); Chairman Hurtgen (*Whirlpool Corp.*, 337 NLRB 726, 728-29 (2002), *enf’d*, 92 Fed. Appx. 224 (6<sup>th</sup> Cir. 2004)); Chairman Miller (*Gray Line, Inc.*, 209 NLRB 88 (1974), *rev’d in part*, 512 F.2d 992 (D.C. Cir. 1975)); Member Schaumber (*Dish Network Service Corp.*, 339 NLRB 1126, 1128-30 (2003)); Member Cowen (*Golub Corp.*, 338 NLRB 515, 518 (2002)); Member Penello (*Coca-Cola Bottling Co. of Bloomington*, 250 NLRB 1341, 1343 n. 13 (1980) (citing his concurring opinions in several cases); and Member Kennedy (*Georgia Hosiery Mills*, 207 NLRB 781 at n.2 (1973)).

More often than not, the difficulty in forming a majority around *Jimmy Wakely* has been the members’ differences concerning its applicability to the particular facts before the Board. The stark facts of the present case, however, cry out for *Jimmy Wakely’s de minimis* doctrine to be applied.

## **II. This case provides an excellent vehicle for the Board to revitalize the *de minimis* doctrine.**

The complaint herein alleges, and Respondent admits, that California’s Labor Commissioner awarded wages and penalties for misclassification under California law to 14 of

Respondent's drivers. The complaint does not address what happened next: mediation and settlement with all 14 drivers.

As more fully set forth in the Declaration of Stephen L. Berry, Exhibit C hereto, while Respondent's appeals of the Labor Commissioner's awards were pending in state court, the parties agreed to mediate. Some, but not all, of the 14 drivers were still actively engaged in driving for Respondent. The mediation was scheduled to take place three months following the expiration of the active drivers' six-month contracts. Hoping to negotiate the separation of these drivers at the mediation, Respondent offered them month-to-month contracts rather than renewing their contracts for a full six months, which would have extended their contract terms beyond the scheduled mediation date.

The drivers' counsel – who also represented the Teamsters' Union – objected to month-to-month terms. Respondent's counsel offered 90-day contracts as an alternative. When that offer was not accepted either, the drivers were placed on a month-to-month basis until the mediation – but with the assurance that their contracts would continue to be renewed through the mediation date at least.

Following the parties' acceptance of a mediator's proposal that established the framework for resolving the individual cases, all 14 drivers entered into settlement agreements. All executed general releases, which included a release of any claims they may have had under the NLRA. The drivers who were still active agreed to sever their relationship with Respondent. None of their month-to-month contracts was terminated or non-renewed beforehand.

The settlement with all 14 drivers should have ended the entire controversy. But unfortunately, it did not. The Teamsters Union is the charging party here, not the drivers themselves, and the Union has persisted with its charge. Therefore, absent the Board's intervention, this case is set for trial on March 15.

And to what end? To determine whether Respondent violated the Act by placing drivers on month-to-month contracts, rather than six-month contracts, in the brief run-up to a successful

mediation. Since the contract duration undisputedly had no real-world impact on the drivers --- no loss of pay or benefit --- the maximum potential remedy, if a violation were found, would be a posting.

But it gets worse. Before getting to the underlying merits of the General Counsel's case, it would be necessary for the ALJ to determine whether the drivers are employees or, as Respondent contends, independent contractors. For determining employee status under the Act, "there is no 'shorthand formula.'" *SuperShuttle DFW, Inc.*, 367 NLRB No. 75, 2019 NLRB LEXIS 15, at \* 5 (2019), quoting *NLRB v. United Insurance Co. of America*, 390 U.S. 254, 258 (1968). "[A]ll the incidents of the relationship must be assessed and weighed with no one factor being decisive. What is important is that the total factual context is assessed in light of the pertinent common-law agency principles." *Id.* at \* 5-6. Thus, evidence would have to be adduced on the ten "nonexhaustive common-law factors," *id.* at \*5 --- which means many days, if not weeks, of trial time.

One impediment to a more robust utilization of the *de minimis* doctrine under *Jimmy Wakely* has been the *timing* of its presentation and consideration. By the time a case has been tried on the merits, and exceptions taken, what's the point? The Board's resources --- and the parties' --- have already been expended. The determination that a case is *de minimis* comes too late to do much good. It is for this reason that Respondent is moving for summary judgment now. The *de minimis* doctrine can be, and has been, applied at the summary judgment stage. See, e.g., *Detroit Plastic Molding Co.*, 209 NLRB 763 (1974)( complaint alleging overbroad no-solicitation rule; summary judgment granted on *Jimmy Wakely* grounds).

### **III. Conclusion.**

If required to go to trial, Respondent will vigorously defend its position both on the drivers' status as independent contractors and on the underlying merits. But there should be no trial here. Summary judgment is necessary to avoid what Chairman Ed Miller memorably called the "useless exercise" of "litigat[ing] *ad nauseam*" a case that would not advance any

“recognizable facet of Federal labor policy” by even “a single millimeter.” *Gray Line, Inc.*,  
*supra*. (Chairman Miller dissenting on *Jimmy Wakely* grounds). Summary judgment should be  
granted.

Dated: January 8, 2021

Respectfully Submitted,

PAUL HASTINGS LLP  
J. AL LATHAM, JR.  
RYAN D. DERRY

By:   
\_\_\_\_\_  
J. AL LATHAM, JR.

Attorneys for Respondent  
CAL CARTAGE TRANSPORTATION EXPRESS,  
LLC

LEGAL\_US\_W # 106378141.2

# EXHIBIT A

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 21**

**CAL CARTAGE TRANSPORTATION EXPRESS,  
LLC**

**and**

**Case 21-CA-247884**

**INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS**

**COMPLAINT AND NOTICE OF HEARING**

This Complaint and Notice of Hearing is based on a charge filed by International Brotherhood of Teamsters (Union). It is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (the Board) and alleges that California Cartage Transportation Express, LLC, a subsidiary of NFI Industries, Inc., herein correctly designated as Cal Cartage Transportation Express, LLC, (Respondent) has violated the Act as described below.

1. The charge in this proceeding was filed by the Union on September 9, 2019, and a copy was served on Respondent by U.S. mail on September 10, 2019.

2. (a) At all material times, Respondent, a Delaware limited liability corporation licensed to do business in California, with a principal place of business located at 2931 Redondo Avenue, Long Beach, California, and a facility located at 1500 E. Lomita Boulevard, Wilmington, CA, (Wilmington facility), has been engaged in the business of transloading and distribution.

(b) During the past 12 months, a representative period, Respondent, in conducting its operations described above in paragraph 2(a), has performed services valued in excess of \$50,000 in States other than the State of California.

3. At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

4. At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

5. At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

Lee Robledo	VP of Safety Compliance, Regulatory & Investigations
Cindy Sanchez	Supervisor

6. (a) About 2018, the Union began an organizing campaign with Respondent's employees.

(b) About August 2018, with the Union's assistance, Respondent's employees Juan Lara, Valente Luna, Gerardo Martinez, Gustavo Villa, Rodolfo Rodriguez, Jose Garcia, Jose Vidal, Flavio Acosta, Julio Contreras, Jesus Maldonado, Ramon Perez, Gabriel Acosta, Miguel Cano, and Manuel Martinez engaged in concerted activities with each other for the purposes of mutual aid and protection by filing wage claims with the California Department of Labor Standards Enforcement (Labor Commissioner) against Respondent claiming they were misclassified as independent contractors and as a result were owed wages and penalties.

(c) About December 28, 2018, the Labor Commissioner issued its Order, Decision or Award on the claims of the fourteen drivers described above in paragraph 6(b) finding they were employees and given a monetary award.

(d) About July 2019, Respondent ceased having employees named above in paragraph 6(b) sign six month agreements to work for Respondent, but instead required them to sign month-to-month agreements in order to work for Respondent.

(e) Respondent engaged in the conduct described above in paragraph 6(d) because employees Juan Lara, Valente Luna, Gerardo Martinez, Gustavo Villa, Rodolfo Rodriguez, Jose Garcia, Jose Vidal, Flavio Acosta, Julio Contreras, Jesus Maldonado, Ramon Perez, Gabriel Acosta, Miguel Cano, and Manuel Martinez engaged in the conduct described above in paragraph 6(b) and to discourage employees from engaging in these or other concerted activities.

(f) Respondent engaged in the conduct described above in paragraph 6(d) because employees Juan Lara, Valente Luna, Gerardo Martinez, Gustavo Villa, Rodolfo Rodriguez, Jose Garcia, Jose Vidal, Flavio Acosta, Julio Contreras, Jesus Maldonado, Ramon Perez, Gabriel Acosta, Miguel Cano, and Manuel Martinez assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

7. By the conduct described above in paragraph 6(d) and (e), Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

8. By the conduct described above in paragraph 6(d) and (f), Respondent has been discriminating in regard to the hire or tenure or terms or conditions of employment of its

employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.

9. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

### **ANSWER REQUIREMENT**

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the complaint. The answer must be **electronically filed with this office on or before December 24, 2020**. Respondent should also serve a copy of the answer on each of the other parties.

An answer must be filed electronically through the Agency's website. To file electronically, go to [www.nlr.gov](http://www.nlr.gov), click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a

pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

**NOTICE OF HEARING**

PLEASE TAKE NOTICE that on **March 15, 2021**, at 9:00 am, PST, a hearing in the above-entitled matter will commence. The hearing will be conducted via videoconferencing using the Zoom for Government platform, or by such other means and method as directed by the Administrative Law Judge. The hearing will continue on consecutive days until concluded. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: December 10, 2020



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William B. Cowen, Regional Director  
National Labor Relations Board, Region 21  
US Court House  
312 N Spring Street, 10th Floor  
Los Angeles, CA 90012

Attachments

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
**NOTICE**

Case 21-CA-247884

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements **will not be granted** unless good and sufficient grounds are shown **and** the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in **detail**;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

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Los Angeles, CA 90071-2228

Michael Manley, Attorney at Law  
International Brotherhood of Teamsters  
8951 West Sahara Avenue #100  
Las Vegas, NV 89117

Ryan D Derry, Attorney at Law  
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Hector De Haro Esq.  
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801 North Brand Blvd Suite 950  
Glendale, CA 91203-1260

California Cartage Transportation Express,  
LLC, a subsidiary of NFI Industries, Inc.  
1500 E. Lomita Blvd.  
Wilmington, CA 90744

## Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative.** If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: [www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules\\_and\\_regs\\_part\\_102.pdf](http://www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf).

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at [www.nlr.gov](http://www.nlr.gov), click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

**Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement.** The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

### I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.
- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

### II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence:** At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.
- **Exhibits:** Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered

**in evidence.** If a copy of any exhibit is not available when the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the ALJ before the close of hearing. If a copy is not submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

- **Transcripts:** An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.
- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, if it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.
- **Date for Filing Post-Hearing Brief:** Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and to will set a deadline for filing, up to 35 days.

### III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.
- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.
- **Exceptions to the ALJ's Decision:** The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.

# EXHIBIT B

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 21**

CAL CARTAGE TRANSPORTATION  
EXPRESS, LLC

CASE NO. 21-CA-247884

and

INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS

---

**ANSWER TO COMPLAINT**

PAUL HASTINGS LLP  
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Telephone: 1(213) 683-6000  
Facsimile: 1(213) 627-0705

Attorneys for Respondent  
Cal Cartage Transportation Express, LLC

Respondent Cal Cartage Transportation Express, LLC (“CCX”) answers and sets forth its affirmative defenses to the Complaint dated December 10, 2020, as follows:

1. Admit.
2. (a) Admit, except that CCX’s business is arranging for transportation services.  
(b) Admit.
3. Admit.
4. Admit.
5. Admit as to Lee Robledo; deny as to Cindy Sanchez.
6. (a) Admit that the Union began an organizing campaign at CCX in or about 2018, but deny that the campaign targeted employees within the meaning of Section 2(3) of the Act.  
(b) Admit that in August 2018 the fourteen individuals listed here (hereafter, “alleged discriminatees”) filed wage claims with the California Department of Labor Standards Enforcement (Labor Commissioner) claiming they were misclassified as independent contractors and as a result were owed wages and penalties. Except as expressly admitted, deny.  
(c) Admit.  
(d) Admit that CCX in July 2019 offered month-to-month contracts or 90-day contracts, rather than 6-month contracts, to those among the alleged discriminatees who were then active contractors with CCX and who were set to participate in a mediation scheduled for October 31, 2019. Except as expressly admitted, deny.

(e) Deny.

(f) Deny.

7. Deny.

8. Deny.

9. Deny.

### **AFFIRMATIVE DEFENSES**

#### **FIRST SEPARATE AND AFFIRMATIVE DEFENSE**

1. The alleged discriminatees are independent contractors, not employees within the meaning of Section 2(3) of the Act. *See SuperShuttle DFW, Inc.*, 367 NLRB No. 75 (2019).

#### **SECOND SEPARATE AND AFFIRMATIVE DEFENSE**

2. Even if there were a violation (which there is not), it would be *de minimis*, not warranting the expenditure of the Board's limited resources to litigate. *See American Federation of Musicians Local 76 (Jimmy Wakely Show)*, 202 NLRB 620 (1973).

#### **THIRD SEPARATE AND AFFIRMATIVE DEFENSE**

3. The alleged discriminatees, while represented by the same counsel as the Charging Party Teamsters Union, entered into settlement agreements with CCX in which they released all their claims, including any claims they may have had under the Act.

WHEREFORE, for all of the foregoing reasons, the Complaint should be dismissed in its entirety.

Dated: December 22, 2020

Respectfully Submitted,

PAUL HASTINGS LLP  
J. AL LATHAM, JR.  
RYAN D. DERRY

By:   
\_\_\_\_\_  
J. AL LATHAM, JR.

Attorneys for Respondent  
CAL CARTAGE TRANSPORTATION EXPRESS,  
LLC

LEGAL\_US\_W # 106264137.1

**CERTIFICATE OF SERVICE**

I am a citizen of the United States and employed in Los Angeles, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is 515 South Flower Street, 25th Floor, Los Angeles, California 90071.

On December 22, 2020, I served the foregoing document(s) described as:

**ANSWER TO COMPLAINT**

on the interested parties by electronic service as follows:

William B. Cowen Regional Director National Labor Relations Board - Region 21 US Courthouse 312 N. Spring Street, 10th Floor Los Angeles, CA 90012 Email: <a href="mailto:William.Cowen@nlrb.gov">William.Cowen@nlrb.gov</a>	Hector De Haro, Esq. Bush Gottlieb, A Law Corporation 801 North Brand Blvd., Suite 950 Glendale, CA 91203-1260 Email: <a href="mailto:hdeharo@bushgottlieb.com">hdeharo@bushgottlieb.com</a>  Attorney for Charging Party
Michael Manley, Esq. International Brotherhood of Teamsters 8951 West Sahara Avenue, #100 Las Vegas, NV 89117 Email: <a href="mailto:mmanley@teamsters.org">mmanley@teamsters.org</a>  Charging Party	

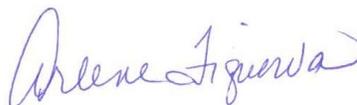
**VIA EMAIL:**



The email was transmitted to the email addresses listed above on December 22, 2020. The email transmission was complete and without error.

I declare under penalty of perjury under the laws of the United States that the above is true and correct.

Executed on December 22, 2020, at Los Angeles, California.



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Arlene Figueroa

# EXHIBIT C

## DECLARATION OF STEPHEN L. BERRY

I, Stephen L. Berry, declare:

1. I have personal knowledge of the facts set forth in this declaration and, if called as a witness to testify, I could and would testify to their accuracy.
2. I am a partner in the law firm Paul Hastings, LLP. I have practiced labor and employment law for 39 years, representing management.
3. I make this declaration in support of the motion for summary judgment of Respondent Cal Cartage Transportation Express, LLC (hereafter, "CCX") in NLRB Case No. 21-CA-247884.
4. CCX retained me to represent it in settlement negotiations with 14 drivers who had won awards from the California Labor Commissioner, which CCX had appealed, finding that CCX had misclassified them as independent contractors under California law. These 14 drivers are listed in paragraph 6 of the complaint herein.
5. The drivers were represented by Julie Gutman Dickinson, a partner in the law firm Bush Gottlieb, ALC. Ms. Dickinson and her firm have also represented the International Brotherhood of Teamsters in cases the Teamsters have brought against CCX and its sister companies, including the present NLRB case. The charge herein was filed by Hector De Haro, an associate in the Bush Gottlieb firm.
6. Ms. Dickinson and I agreed to mediate the drivers' claims, and the mediation was scheduled for October 31, 2019.
7. Several of the drivers were still actively driving for CCX at the time we agreed to mediate their claims. One of my client's objectives in agreeing to mediate was to achieve a voluntary separation of the active drivers.
8. At the time, the customary driver contract was for six months. The contracts of the active drivers had expired July 31, 2019. A six-month renewal would have taken them past the scheduled October 31 mediation date. In light of my client's objective of obtaining

a voluntary separation of these drivers at the mediation, I wrote Ms. Dickinson on July 21, 2019, explaining that we intended to implement month-to-month contracts through at least the mediation date:

“By the way, I have been informed that the current vendor driver contracts expire on July 31. Since the outcome of the mediation on October 31 could impact the nature of the future relationship between the parties, we have recommended to the companies that they continue the contracts of the appellees on a month-to-month basis through at least the mediation date. I hope you likewise believe this makes sense.”

A true and correct copy of my July 21, 2019, email to Ms. Dickinson is attached as Exhibit 1.

9. Responding on July 26, Ms. Dickinson objected to month-to-month terms.

On July 27, I again explained why a month-to-month renewal made sense:

“As I explained, it is my understanding that the current contract terms are for six months, and therefore, it makes no sense for our clients to offer a 6-month contract renewal with its attendant obligations for that full period when the mediation is just three months away given the uncertain nature of the relationship between the parties after mediation.”

Ms. Dickinson continued to demand a 6-month contract renewal for her clients, so on July 29, with my client’s approval, I offered a 90-day fixed-term contract, which would have taken the drivers through the October 31 mediation date:

“I have spoken to my clients and they are willing to offer your current contractor clients 90-day fixed-term contracts, which would give them a fixed term for security, is consistent with the fixed-term contracts they have had in the past, gets us to the mediation date, and provides the parties with flexibility depending on what happens at mediation.”

Ms. Dickinson responded on July 29 that her clients would accept 90-day terms, but only if the contracts would automatically revert to six-month contracts if the mediation failed.

A true and correct copy of Ms. Dickinson’s and my email exchanges on this topic from July 26 through July 29 is attached hereto as Exhibit 2.

10. Ms. Dickinson’s proposed automatic reversion to six-month contracts if the mediation failed was unacceptable to my client, because it would have bound CCX to a predetermined post-mediation relationship, thus potentially affecting the course of the mediation

itself. I explained this to Ms. Dickinson during a telephone conversation on July 31, but I also assured her that there would be no non-renewal of her clients' contracts prior to the mediation.

11. As it turned out, Ms. Dickinson and I agreed to use the October 31 mediation date primarily to address claims arising from a sister company of CCX. But the mediator's proposal, which both sides accepted, established the framework for negotiating the resolution of the 14 CCX drivers' claims.

12. All 14 drivers, represented by Ms. Dickinson, entered into settlement agreements. The active drivers all agreed to sever their contractual relationships with CCX. Each settlement agreement features a general release of claims, including specifically a release of any and all claims the driver may have had under the National Labor Relations Act. True and correct copies of all 14 settlement agreements, with the payment amounts redacted, are attached hereto collectively as Exhibit 3. The agreements are attached in the same order that the drivers are listed in paragraph 6 of the complaint herein.

13. None of the active drivers' month-to-month contracts was terminated or non-renewed prior to the driver's entering into a settlement agreement.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed January 8, 2021 at North Tustin, California.

  
STEPHEN L. BERRY

# EXHIBIT 1

-----Original Message-----

From: Berry, Stephen L. <stephenberry@paulhastings.com>

Sent: Sunday, July 21, 2019 9:36 PM

To: Julie Gutman Dickinson <jgutmandickinson@bushgottlieb.com>

Cc: 'Cornelia Dai' <cdai@hadsellstomer.com>; Sheryl Brennan <sbrennan@bushgottlieb.com>; Linda Auerbach-Allderdice <linda.allderdice@hklaw.com>

Subject: RE: CMI, CCX and K&R Appeals -- Mediation Process and Related Issues

Hi, Julie.

Are you and Cornelia available at either 1:30 on Monday or 9:00 a.m. on Tuesday? Linda Alderdice will be joining the call on our side.

By the way, I have been informed that the current vendor driver contracts expire on July 31. Since the outcome of the mediation on October 31 could impact the nature of the future relationship between the parties, we have recommended to the companies that they continue the contracts of the appellees on a month-to-month basis through at least the mediation date. I hope you likewise believe this makes sense.

Sincerely,

Steve

# EXHIBIT 2

**From:** Julie Gutman Dickinson <jgutmandickinson@bushgottlieb.com>  
**Sent:** Monday, July 29, 2019 11:29 PM  
**To:** Berry, Stephen L. <stephenberry@paulhastings.com>  
**Cc:** Cornelia Dai <cdai@hadsellstormer.com>; 'Linda Alderdice (linda.allderdice@hklaw.com)' <linda.allderdice@hklaw.com>  
**Subject:** [EXT] RE: CCX, CMI, and K & R Appeals

Dear Stephen,

Thank you for your follow-up email. While a 90-day fixed term contract will take us to the date of the scheduled mediation on October 31, we continue to believe that there is no reason to treat our clients any differently from the other drivers at the Defendant companies, who we understand are given six-month term contracts. If the cases settle at mediation, the parties can always agree to mutually terminate or modify the contracts as part of the settlement and, if need be, release any potential breach of contract claims.

If your clients are, however, adamant that six-month terms are not acceptable, in the spirit of compromise, we would be willing to accept the 90-day terms with the express agreement that if the cases do not settle with an executed MOU on October 31, then the contracts automatically revert to the standard six-month term contracts provided to the other drivers. That is, if the cases do not settle with an executed MOU, our clients will be considered to be three months into a six month term.

From our perspective, these two options would address the issue through mediation.

Sincerely,

Julie Gutman Dickinson and Cornelia Dai

**Julie Gutman Dickinson**  
**Bush Gottlieb, a Law Corporation**  
801 North Brand Boulevard, Suite 950, Glendale, CA 91203  
Direct (818) 973-3228 | Cell (213) 200-0260 | Fax (818) 973-3201  
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**From:** Berry, Stephen L. <[stephenberry@paulhastings.com](mailto:stephenberry@paulhastings.com)>  
**Sent:** Monday, July 29, 2019 10:10 AM  
**To:** Julie Gutman Dickinson <[jgutmandickinson@bushgottlieb.com](mailto:jgutmandickinson@bushgottlieb.com)>  
**Cc:** Cornelia Dai <[cdai@hadsellstormaler.com](mailto:cdai@hadsellstormaler.com)>; 'Linda Alderdice ([linda.allderdice@hklaw.com](mailto:linda.allderdice@hklaw.com))'  
<[linda.allderdice@hklaw.com](mailto:linda.allderdice@hklaw.com)>  
**Subject:** RE: CCX, CMI, and K & R Appeals

Julie:

When we spoke last week, you said that you believed the fixed term contracts were for 90 days based on copies you had seen, and the primary reason you gave as the reason for contending a month-to-month contract would change the status quo was that your clients would have the potential to have their contracts terminated before the mediation.

I have spoken to my clients and they are willing to offer your current contractor clients 90-day fixed-term contracts, which would give them a fixed term for security, is consistent with the fixed-term contracts they have had in the past, gets us to the mediation date, and provides the parties with flexibility depending on what happens at mediation.

As the contract process is in full swing, please let me know today if offering fixed-term 90-day contracts to the current contractors will resolve the issue through mediation.

Sincerely,

Stephen Berry

**From:** Berry, Stephen L.  
**Sent:** Saturday, July 27, 2019 11:08 PM  
**To:** 'Julie Gutman Dickinson' <[jgutmandickinson@bushgottlieb.com](mailto:jgutmandickinson@bushgottlieb.com)>  
**Cc:** Cornelia Dai <[cdai@hadsellstormaler.com](mailto:cdai@hadsellstormaler.com)>; 'Linda Alderdice ([linda.allderdice@hklaw.com](mailto:linda.allderdice@hklaw.com))'  
<[linda.allderdice@hklaw.com](mailto:linda.allderdice@hklaw.com)>  
**Subject:** RE: CCX, CMI, and K & R Appeals

Dear Julie:

In May, when we first spoke about mediating the disputes between our clients presented by the de novo reviews of the DLSE awards, and multiple times since, you have made it clear that some, if not all, of your clients will propose at the mediation to be converted from a contractor to an employee. Thus, your clients have altered the "status quo" and "singl[ed]-out" themselves from the other contractors. As I explained, it is my understanding that the current contract terms are for six months, and therefore, it makes no sense for our clients to offer a 6-month contract renewal with its attendant obligations for that full period when the mediation is just three months away given the uncertain nature of the relationship between the parties after mediation.

In light of the foregoing, I told you that our clients plan to offer your clients contracts that have all of the same economic terms as the other contractors with the only difference being that the term will be month-to-month as opposed to a fixed term of six months. That remains our clients' position. Of course, your clients can choose not to accept the offer. However, I do not know why they would since a month-to-month contract actually puts them in a better position than the other contractors who are locked-in for 6 months, since one or more of your clients could find a better arrangement with another transportation services provider and terminate the contract with our clients in less than 6 months whereas the other contractors would have to wait.

I will discuss your position with my clients and let you know if their position changes from above.

Sincerely,

Stephen Berry

**PAUL  
HASTINGS**

**Stephen Berry | Partner, Employment Law Department**

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| Direct: +1.714.668.6246 | Mobile: +1.714.603.6001 | Main: +1.714.668.6200 |  
Fax: +1.714.668.6346 | [stephenberry@paulhastings.com](mailto:stephenberry@paulhastings.com) | [www.paulhastings.com](http://www.paulhastings.com)

**From:** Julie Gutman Dickinson <[jgutmandickinson@bushgottlieb.com](mailto:jgutmandickinson@bushgottlieb.com)>  
**Sent:** Friday, July 26, 2019 5:43 PM  
**To:** Berry, Stephen L. <[stephenberry@paulhastings.com](mailto:stephenberry@paulhastings.com)>; 'Linda Alderdice ([linda.allderdice@hklaw.com](mailto:linda.allderdice@hklaw.com))'  
<[linda.allderdice@hklaw.com](mailto:linda.allderdice@hklaw.com)>  
**Cc:** Cornelia Dai <[cdai@hadsellstomer.com](mailto:cdai@hadsellstomer.com)>  
**Subject:** [EXT] CCX, CMI, and K & R Appeals

Dear Stephen and Linda,

As a follow up to our phone call on Wednesday, our position remains that the status quo should be maintained. To us, that means that the written contracts should continue to renew for the same length of term as those for the other drivers working for these companies who have not filed misclassification wage claims with the Labor Commissioner. We see no basis for singling out those who filed wage claims to put them on a month to month agreement. If there is a settlement at mediation on October 31<sup>st</sup>, any issues related to the length of any signed agreements can be addressed at that time.

Thank you,

Julie Gutman Dickinson and Cornelia Dai

**Julie Gutman Dickinson**

**Bush Gottlieb, a Law Corporation**

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# EXHIBIT 3

## SETTLEMENT AGREEMENT AND GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE (“Agreement”) is made and entered into by and between **JUAN R. LARA** (hereinafter, “LARA”) and CCX2931, LLC f/k/a CALIFORNIA CARTAGE EXPRESS, LLC (hereinafter, “CCX”).

### WITNESSETH:

WHEREAS, on or about January 16, 2019, CCX filed an appeal with a bond in the Superior Court of the State of California for the County of Los Angeles seeking de novo review of the Division of Labor Standards Enforcement award (the “DLSE award”) in favor of LARA, which is designated as Case No. 19LBCP00005 (the “Appeal”); and

WHEREAS, the parties hereto desire to settle fully and finally all differences arising during, out of or related to the work relationship between the Parties, and alleged employment of LARA by CCX, including those embodied in the DLSE award and the Appeal;

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained, it is agreed as follows:

#### 1. NO ADMISSION OF LIABILITY

This Agreement shall not in any way be construed as an admission by CCX of any liability or violation of any law whatsoever, or as an admission by CCX of any wrongful acts whatsoever committed by it or any of its current or former employees or any of the other Releasees, as defined below, against LARA, or against any other persons, and CCX specifically disclaims any liability to LARA, or to any other persons or entities, including any based on alleged misclassification as an independent contractor.

#### 2. TERMINATION OF INDEPENDENT CONTRACTOR AGREEMENT

LARA represents, understands and agrees that his independent contractor agreement with CCX will be terminated effective seven calendar days after the payment required under Paragraph 4 of this Agreement has been delivered to LARA’S counsel.

#### 3. CONSIDERATION BY LARA

In exchange for the payment to be made by CCX, as well as for CCX’s other promises in this Agreement, LARA agrees: (1) to deliver to counsel for CCX a signed original of this Agreement; (2) to authorize his counsel to sign a consent to CCX’s request for dismissal of the Appeal with prejudice and without entry of judgment under California Labor Code section 98.2(b); and (3) that counsel for CCX is authorized to take all actions necessary to secure the dismissal of the Appeal bond and to have the Appeal bond nullified and expunged.

4. CONSIDERATION BY CCX

In exchange for LARA's consideration described above, as well as for LARA's other promises in this Agreement, CCX agrees that by the end of the second business day after counsel for CCX's receipt of the items required under Paragraph 3 of this Agreement, it will deliver to counsel for LARA, via check addressed to the Bush Gottlieb Client Trust Account the amount of [REDACTED]

[REDACTED] without withholding or deducting any amount, in compromise of the disputed amount of LARA's DLSE award, including for alleged unpaid wages, unreimbursed business expenses, interest and statutory and civil penalties related to the claims in the Appeal, and for all other damages allegedly resulting from the business decisions and actions of CCX or its employees during, out of or related to the relationship between LARA and CCX.

In exchange for LARA's consideration described above, as well as for LARA's other promises in this Agreement, CCX further agrees that by the end of the second business day after counsel for CCX's receipt of the items required under Paragraph 3 of this Agreement, it will also deliver, via wire transfer to the Bush Gottlieb Client Trust Account, [REDACTED] for LARA's attorneys' fees and costs.

The request for dismissal as set forth in Paragraph 3 above will not be filed any sooner than one week after payments are made in full pursuant to this section.

LARA understands and agrees that the payments provided in this Agreement are all the monies that will be paid by CCX to him in connection with the DLSE award and Appeal; that the payments shall be in settlement of LARA's DLSE award and his claims against CCX, including any for alleged misclassification, unpaid wages, unlawful deductions and reimbursable expenses, statutory and civil penalties through the date he signs this Agreement; and that the payments being provided are not required under CCX's normal policies or procedures.

5. TAX INDEMNIFICATION

LARA agrees that he is solely responsible for all tax obligations, including, but not limited to, all payment obligations, which may arise as a consequence of this settlement. LARA further agrees promptly to pay any tax obligations that arise as a consequence of this Agreement. LARA further agrees not to seek or make any claim against the Releasees, as defined below, for any loss, cost, damage or expense if a claim or adverse determination is made in connection with the non-withholding or other tax treatment of any of the proceeds of this settlement or any portion thereof. LARA understands and agrees that the Releasees, as defined below, shall not have any duty to defend against any claim or assertion in connection with the non-withholding or other tax treatment of the proceeds of this settlement or any portion thereof, and LARA agrees to assume full responsibility for defending against any such claim or assertion.

6. CONFIDENTIALITY

LARA represents and agrees that he will not issue any press or other media releases, initiate any contact with the press or other media, or utilize social media or other written

forms of communication to disclose the terms or amount of the settlement contained in this Agreement. LARA agrees not to share this written agreement with anyone other than his spouse, child, or close family member, legal counsel, financial advisors, and tax preparers. LARA further agrees that he will not respond to any press or other media inquiry other than to say his dispute with CCX has been resolved and he cannot talk about it.

#### 7. COMPLETE RELEASE

As a further material inducement to CCX to enter into this Agreement, LARA does hereby, and for his heirs, representatives, executors, administrators, successors and assigns, release, acquit and forever discharge CCX, its predecessor and successor companies, their parents, related and affiliated companies, their subsidiaries and divisions, and their predecessor and successor companies, and each and all of the owners, stockholders, assigns, agents, directors, officers, employees, representatives, attorneys and subcontractors of or for all such business entities, and all persons acting by, through, under or in concert with any of them, including individual defendant Jim DeGraw (collectively "Releasees"), and each of them, from any and all grievances, charges, complaints, claims, penalties, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including attorneys' fees and costs actually incurred), of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, including, but by no means limited to, rights arising out of the alleged commission of any tort; violation of any contracts, express or implied, any covenant of good faith and fair dealing, express or implied; violation of any public policy; or violation of any federal, state or other governmental statute, regulation or ordinance, and any amendments thereto, including, but not limited to the federal Fair Labor Standards Act; California Labor Code Sections 96 through 98.2, et seq.; the federal National Labor Relations Act; the California Payment of Wages Law, California Labor Code §§ 200 *et seq.*, and §§ 203, 218, 218.5 and 226.8, in particular; California Labor Code §§ 300 *et seq.*; California Labor Code §§ 400 *et seq.*; California Working Hours Law, California Labor Code §§ 500 *et seq.*; California Labor Codes §§ 1102.5 and 1194; California Labor Code §§ 2802 and 2804; the California Unfair Competition Act, and in particular, California Bus. & Prof. Code §§ 17200 *et seq.*; the California Private Attorneys General Act of 2004, California Labor Code §§ 2698., *et seq.*; California Code of Civil Procedure § 1021.5; and any other provision of the California Labor Code or any applicable California Industrial Welfare Commission Wage Orders, in all of their iterations (hereinafter collectively, "Claim" or "Claims"), from the beginning of time to the date of execution hereof. This release waives any claim for reinstatement of employment or back pay in connection with any unfair labor practice charge or other Claim by or on behalf of LARA.

#### 8. UNKNOWN CLAIMS

LARA expressly waives and relinquishes all rights and benefits afforded by any law designed to prevent the waiver of unknown claims, such as section 1542 of the Civil Code of the State of California, which states:

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

Thus, notwithstanding the provisions of any such law, and for the purposes of implementing a full and complete release and discharge of claims against the Releasees, LARA expressly acknowledges that this Agreement is intended to include in its effect, without limitation, all Claims which he does not know or suspect to exist in his favor at the time of execution hereof, and that this Agreement extinguishes any such Claim or Claims.

9. NO OTHER FILINGS

LARA represents that, other than the DLSE complaint giving rise to the DLSE award, he is not a named plaintiff, claimant or petitioner in any administrative or court action against CCX, and to the best of his knowledge and belief no other entity or person has filed any claims, charges or complaints against CCX, or any other of the Releasees, on his behalf with any local, state or federal government agency or court that is currently pending; and that any such claim, charge or complaint is waived pursuant to the release set forth in Paragraph 7. LARA agrees that if he is ever awarded or recovers any amount in connection with any Claim found to have been waived in this Agreement, whether as a result of an action brought by himself or by another in any representative capacity, the amount of the award or recovery shall be reduced by the Total Settlement Amount, increased appropriately for the time value of money, using the maximum legal interest rate.

10. NO REPRESENTATIONS

LARA acknowledges that, except as expressly set forth herein, no representations, promises, or inducements of any kind or character have been made to him by CCX or any of the other Releasees to induce the execution of this Agreement, or with regard to the subject matter, basis or effect of this Agreement or otherwise.

11. ATTORNEYS' FEES AND COSTS

LARA acknowledges and agrees that, except as expressly provided in Paragraph 4, above, CCX shall not be required to pay any of his attorneys' fees or any other costs incurred in connection with his counsel's representation of him in the Appeal or any other matter. LARA acknowledges and agrees that his counsel shall look solely to him for payment of such additional attorneys' fees and costs.

12. CONSULTATION WITH COUNSEL

LARA represents that he has thoroughly discussed all aspects of this Agreement with his own attorneys, that he has carefully read or has had this Agreement translated for him, that he fully understands each of the provisions of this Agreement, and that he is voluntarily entering into this Agreement.

13. OWNERSHIP OF CLAIMS

LARA represents and agrees that he has not heretofore assigned or transferred, or purported to have assigned or transferred, to any person or entity, any Claim or portion of any Claim or portion thereof or interest therein.

14. APPLICABLE LAW

This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of California.

15. INDEMNIFICATION

As a further material inducement to CCX to enter into this Agreement, LARA agrees to indemnify and hold CCX harmless from and against any and all loss, costs, damages or expenses, including, without limitation, attorneys' fees incurred by it, arising out of any breach of this Agreement by LARA or the fact that any representation made herein by LARA was false when made, upon proof and final judgment by the Superior Court of Los Angeles, California or the appropriate court of appeal, and following the exhaustion of all appeals, that there was a breach of, or false representation made in connection with, this Agreement CCX agrees to indemnify and hold harmless LARA from and against any and all loss, costs, damages or expenses, including, without limitation, attorneys' fees incurred by him, arising out of any breach of this Agreement by CCX or the fact that any representation made herein by CCX was false when made.

16. SUCCESSORS AND BINDING EFFECT

This Agreement shall be binding upon LARA, and his heirs, representatives, executors, administrators and assigns, and shall inure to the benefit of each of the Releasees and their heirs, representatives, executors, administrators, successors and assigns. This Agreement shall be binding upon CCX, and shall inure to the benefit of LARA and his heirs, representatives, executors, administrators, successors and assigns.

17. VALIDITY

Should any provision of this Agreement be declared or determined by any court, arbitrator or administrative law judge to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, terms or provisions shall be deemed not to be a part of this Agreement.

18. COUNTERPARTS

This Agreement may be signed in separate counterparts, which together shall constitute one instrument.

19. FACSIMILE OR PDF SIGNATURES

A signed facsimile or PDF version of this Agreement shall have the same force and effect as a signed original of this Agreement.

20. ENTIRE AGREEMENT

This is the entire Agreement between the parties hereto and fully supersedes any and all prior agreements or understandings between each of them pertaining to its subject matter. No promises to any party have been made other than those in this Agreement. This Agreement can be modified or amended only in writing (not orally), and any such modification or amendment must be signed by an officer of CCX and by LARA and must be labeled as an amendment of this Agreement.

**[SIGNATURES ON NEXT PAGE]**

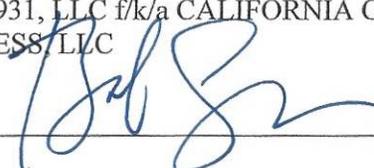
**PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE  
OF ALL KNOWN AND UNKNOWN CLAIMS.**

Executed at Glendale, California, on February 5, 2020.

  
\_\_\_\_\_  
JUAN R. LARA

Executed at Long Beach, California, on February 7, 2020.

CCX2931, LLC f/k/a CALIFORNIA CARTAGE  
EXPRESS, LLC

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

STATEMENT AND AGREEMENT OF COUNSEL

The undersigned, whose law firms have represented LARA herein, approve the foregoing Agreement as to form and content, and verify that the Agreement has been translated and/or fully explained to LARA. Additionally, it is agreed that other than provided in Paragraph 4 of the Agreement, CCX shall not be required to make any payment of LARA's attorneys' fees, and the law firms shall look solely to LARA for payment of such additional attorneys' fees and costs.

The undersigned further agree that they and their law firms will not publicize, issue any press or other media releases, or initiate any contact with the press or other media about the DLSE award, the Appeal, and/or the amount or terms of this Agreement. In addition, they and their law firms will not respond to any press or other media inquiry about the DLSE award, the Appeal, and/or the amount or terms of this Agreement other than to say the dispute has been resolved and they cannot talk about it. Prohibited publications include, but are not limited to, marketing materials and firm website postings.

Dated: February 5, 2020

BUSH GOTTLIEB

By: 

JULIE GUTMAN DICKINSON

HADSELL STORMER RENICK & DAI LLP

By: 

CORNELIA DAI

Attorneys for JUAN R. LARA

## SETTLEMENT AGREEMENT AND GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE (“Agreement”) is made and entered into by and between VALENTE LUNA (hereinafter, “LUNA”) and CCX2931, LLC f/k/a CALIFORNIA CARTAGE EXPRESS, LLC (hereinafter, “CCX”).

### WITNESSETH:

WHEREAS, on or about January 16, 2019, CCX filed an appeal with a bond in the Superior Court of the State of California for the County of Los Angeles seeking de novo review of the Division of Labor Standards Enforcement award (the “DLSE award”) in favor of LUNA, which is designated as Case No. 19LBCP00006 (the “Appeal”); and

WHEREAS, the parties hereto desire to settle fully and finally all differences arising during, out of or related to the work relationship between the Parties, and alleged employment of LUNA by CCX, including those embodied in the DLSE award and the Appeal;

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained, it is agreed as follows:

1. NO ADMISSION OF LIABILITY

This Agreement shall not in any way be construed as an admission by CCX of any liability or violation of any law whatsoever, or as an admission by CCX of any wrongful acts whatsoever committed by it or any of its current or former employees or any of the other Releasees, as defined below, against LUNA, or against any other persons, and CCX specifically disclaims any liability to LUNA, or to any other persons or entities, including any based on alleged misclassification as an independent contractor.

2. CONSIDERATION BY LUNA

In exchange for the payment to be made by CCX, as well as for CCX’s other promises in this Agreement, LUNA agrees: (1) to deliver to counsel for CCX a signed original of this Agreement; (2) to authorize his counsel to sign a consent to CCX’s request for dismissal of the Appeal with prejudice and without entry of judgment under California Labor Code section 98.2(b); and (3) that counsel for CCX is authorized to take all actions necessary to secure the dismissal of the Appeal bond and to have the Appeal bond nullified and expunged.

3. CONSIDERATION BY CCX

In exchange for LUNA’s consideration described above, as well as for LUNA’s other promises in this Agreement, CCX agrees that by the end of the second business day after counsel for CCX’s receipt of the items required under Paragraph 2 of this Agreement, it will deliver to counsel for LUNA, via check addressed to VALENTE LUNA in the amount of [REDACTED]

[REDACTED] without withholding or deducting any amount, in compromise of the disputed

amount of LUNA's DLSE award, including for alleged unpaid wages, unreimbursed business expenses, interest and statutory and civil penalties related to the claims in the Appeal, and for all other damages allegedly resulting from the business decisions and actions of CCX or its employees during, out of or related to the relationship between LUNA and CCX.

In exchange for LUNA's consideration described above, as well as for LUNA's other promises in this Agreement, CCX further agrees that by the end of the second business day after counsel for CCX's receipt of the items required under Paragraph 2 of this Agreement, it will also deliver, via wire transfer to the Bush Gottlieb Client Trust Account, [REDACTED] for LUNA's attorneys' fees and costs.

The request for dismissal as set forth in Paragraph 2 above will not be filed any sooner than one week after payments are made in full pursuant to this section.

LUNA understands and agrees that the payment provided in this Agreement is all the monies that will be paid by CCX to him in connection with the DLSE award and Appeal; that the payment shall be in settlement of LUNA's DLSE award and his claims against CCX, including any for alleged misclassification, unpaid wages, unlawful deductions and reimbursable expenses, statutory and civil penalties through the date he signs this Agreement; and that the payment being provided is not required under CCX's normal policies or procedures.

#### 4. TAX INDEMNIFICATION

LUNA agrees that he is solely responsible for all tax obligations, including, but not limited to, all payment obligations, which may arise as a consequence of this settlement. LUNA further agrees promptly to pay any tax obligations that arise as a consequence of this Agreement. LUNA further agrees not to seek or make any claim against the Releasees, as defined below, for any loss, cost, damage or expense if a claim or adverse determination is made in connection with the non-withholding or other tax treatment of any of the proceeds of this settlement or any portion thereof. LUNA understands and agrees that the Releasees, as defined below, shall not have any duty to defend against any claim or assertion in connection with the non-withholding or other tax treatment of the proceeds of this settlement or any portion thereof, and LUNA agrees to assume full responsibility for defending against any such claim or assertion.

#### 5. CONFIDENTIALITY

LUNA represents and agrees that he will not issue any press or other media releases, initiate any contact with the press or other media, or utilize social media or other written forms of communication to disclose the terms or amount of the settlement contained in this Agreement. LUNA agrees not to share this written agreement with anyone other than his spouse, child, or close family member, legal counsel, financial advisors, and tax preparers. LUNA further agrees that he will not respond to any press or other media inquiry other than to say his dispute with CCX has been resolved and he cannot talk about it.

6. COMPLETE RELEASE

As a further material inducement to CCX to enter into this Agreement, LUNA does hereby, and for his heirs, representatives, executors, administrators, successors and assigns, release, acquit and forever discharge CCX, its predecessor and successor companies, their parents, related and affiliated companies, their subsidiaries and divisions, and their predecessor and successor companies, and each and all of the owners, stockholders, assigns, agents, directors, officers, employees, representatives, attorneys and subcontractors of or for all such business entities, and all persons acting by, through, under or in concert with any of them, including individual defendant Jim DeGraw (collectively "Releasees"), and each of them, from any and all grievances, charges, complaints, claims, penalties, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including attorneys' fees and costs actually incurred), of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, including, but by no means limited to, rights arising out of the alleged commission of any tort; violation of any contracts, express or implied, any covenant of good faith and fair dealing, express or implied; violation of any public policy; or violation of any federal, state or other governmental statute, regulation or ordinance, and any amendments thereto, including, but not limited to the federal Fair Labor Standards Act; California Labor Code Sections 96 through 98.2, *et seq.*; the federal National Labor Relations Act; the California Payment of Wages Law, California Labor Code §§ 200 *et seq.*, and §§ 203, 218, 218.5 and 226.8, in particular; California Labor Code §§ 300 *et seq.*; California Labor Code §§ 400 *et seq.*; California Working Hours Law, California Labor Code §§ 500 *et seq.*; California Labor Codes §§ 1102.5 and 1194; California Labor Code §§ 2802 and 2804; the California Unfair Competition Act, and in particular, California Bus. & Prof. Code §§ 17200 *et seq.*; the California Private Attorneys General Act of 2004, California Labor Code §§ 2698., *et seq.*; California Code of Civil Procedure § 1021.5; and any other provision of the California Labor Code or any applicable California Industrial Welfare Commission Wage Orders, in all of their iterations (hereinafter collectively, "Claim" or "Claims"), from the beginning of time to the date of execution hereof. This release waives any claim for reinstatement of employment or back pay in connection with any unfair labor practice charge or other Claim by or on behalf of LUNA .

7. UNKNOWN CLAIMS

LUNA expressly waives and relinquishes all rights and benefits afforded by any law designed to prevent the waiver of unknown claims, such as section 1542 of the Civil Code of the State of California, which states:

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

Thus, notwithstanding the provisions of any such law, and for the purposes of implementing a full and complete release and discharge of claims against the Releasees, LUNA expressly acknowledges that this Agreement is intended to include in its effect, without

limitation, all Claims which he does not know or suspect to exist in his favor at the time of execution hereof, and that this Agreement extinguishes any such Claim or Claims.

8. NO OTHER FILINGS

LUNA represents that, other than the DLSE complaint giving rise to the DLSE award, he is not a named plaintiff, claimant or petitioner in any administrative or court action against CCX, and to the best of his knowledge and belief no other entity or person has filed any claims, charges or complaints against CCX, or any other of the Releasees, on his behalf with any local, state or federal government agency or court that is currently pending; and that any such claim, charge or complaint is waived pursuant to the release set forth in Paragraph 6. LUNA agrees that if he is ever awarded or recovers any amount in connection with any Claim found to have been waived in this Agreement, whether as a result of an action brought by himself or by another in any representative capacity, the amount of the award or recovery shall be reduced by the Total Settlement Amount, increased appropriately for the time value of money, using the maximum legal interest rate.

9. NO REPRESENTATIONS

LUNA acknowledges that, except as expressly set forth herein, no representations, promises, or inducements of any kind or character have been made to him by CCX or any of the other Releasees to induce the execution of this Agreement, or with regard to the subject matter, basis or effect of this Agreement or otherwise.

10. ATTORNEYS' FEES AND COSTS

LUNA acknowledges and agrees that, except as expressly provided in Paragraph 3, above, CCX shall not be required to pay any of his attorneys' fees or any other costs incurred in connection with his counsel's representation of him in the Appeal or any other matter. LUNA acknowledges and agrees that his counsel shall look solely to him for payment of such additional attorneys' fees and costs.

11. CONSULTATION WITH COUNSEL

LUNA represents that he has thoroughly discussed all aspects of this Agreement with his own attorneys, that he has carefully read or has had this Agreement translated for him, that he fully understands each of the provisions of this Agreement, and that he is voluntarily entering into this Agreement.

12. OWNERSHIP OF CLAIMS

LUNA represents and agrees that he has not heretofore assigned or transferred, or purported to have assigned or transferred, to any person or entity, any Claim or portion of any Claim or portion thereof or interest therein.

13. APPLICABLE LAW

This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of California.

14. INDEMNIFICATION

As a further material inducement to CCX to enter into this Agreement, LUNA agrees to indemnify and hold CCX harmless from and against any and all loss, costs, damages or expenses, including, without limitation, attorneys' fees incurred by it, arising out of any breach of this Agreement by LUNA or the fact that any representation made herein by LUNA was false when made, upon proof and final judgment by the Superior Court of Los Angeles, California or the appropriate court of appeal, and following the exhaustion of all appeals, that there was a breach of, or false representation made in connection with, this Agreement. CCX agrees to indemnify and hold harmless LUNA from and against any and all loss, costs, damages or expenses, including, without limitation, attorneys' fees incurred by him, arising out of any breach of this Agreement by CCX or the fact that any representation made herein by CCX was false when made.

15. SUCCESSORS AND BINDING EFFECT

This Agreement shall be binding upon LUNA, and his heirs, representatives, executors, administrators and assigns, and shall inure to the benefit of each of the Releasees and their heirs, representatives, executors, administrators, successors and assigns. This Agreement shall be binding upon CCX, and shall inure to the benefit of LUNA and his heirs, representatives, executors, administrators, successors and assigns.

16. VALIDITY

Should any provision of this Agreement be declared or determined by any court, arbitrator or administrative law judge to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, terms or provisions shall be deemed not to be a part of this Agreement.

17. COUNTERPARTS

This Agreement may be signed in separate counterparts, which together shall constitute one instrument.

18. FACSIMILE OR PDF SIGNATURES

A signed facsimile or PDF version of this Agreement shall have the same force and effect as a signed original of this Agreement.

19. ENTIRE AGREEMENT

This is the entire Agreement between the parties hereto and fully supersedes any and all prior agreements or understandings between each of them pertaining to its subject matter.

No promises to any party have been made other than those in this Agreement. This Agreement can be modified or amended only in writing (not orally), and any such modification or amendment must be signed by an officer of CCX and by LUNA and must be labeled as an amendment of this Agreement.

**[SIGNATURES ON NEXT PAGE]**

**PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE  
OF ALL KNOWN AND UNKNOWN CLAIMS.**

Executed at Glendale, California, on February 5, 2020.

Valente Sabas Luna  
VALENTE LUNA

Executed at Long Beach, California, on February 7, 2020.

CCX2931, LLC f/k/a CALIFORNIA CARTAGE  
EXPRESS, LLC

By: [Signature]

STATEMENT AND AGREEMENT OF COUNSEL

The undersigned, whose law firms have represented LUNA herein, approve the foregoing Agreement as to form and content, and verify that the Agreement has been translated and/or fully explained to LUNA. Additionally, it is agreed that other than provided in Paragraph 3 of the Agreement, CCX shall not be required to make any payment of LUNA's attorneys' fees, and the law firms shall look solely to LUNA for payment of such additional attorneys' fees and costs.

The undersigned further agree that they and their law firms will not publicize, issue any press or other media releases, or initiate any contact with the press or other media about the DLSE award, the Appeal, and/or the amount or terms of this Agreement. In addition, they and their law firms will not respond to any press or other media inquiry about the DLSE award, the Appeal, and/or the amount or terms of this Agreement other than to say the dispute has been resolved and they cannot talk about it. Prohibited publications include, but are not limited to, marketing materials and firm website postings.

Dated: February 5, 2020

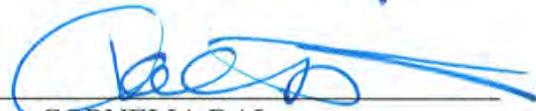
BUSH GOTTLIEB

By:

  
JULIE GUTMAN DICKINSON

HADSELL STORMER RENICK & DAI LLP

By:

  
CORNELIA DAI

Attorneys for VALENTE LUNA

## SETTLEMENT AGREEMENT AND GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE (“Agreement”) is made and entered into by and between **GERARDO T. MARTINEZ** (hereinafter, “MARTINEZ”) and CCX2931, LLC f/k/a CALIFORNIA CARTAGE EXPRESS, LLC (hereinafter, “CCX”).

### WITNESSETH:

WHEREAS, on or about January 16, 2019, CCX filed an appeal with a bond in the Superior Court of the State of California for the County of Los Angeles seeking de novo review of the Division of Labor Standards Enforcement award (the “DLSE award”) in favor of MARTINEZ, which is designated as Case No. 19LBCP00007 (the “Appeal”); and

WHEREAS, the parties hereto desire to settle fully and finally all differences arising during, out of or related to the work relationship between the Parties, and alleged employment of MARTINEZ by CCX, including those embodied in the DLSE award and the Appeal;

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained, it is agreed as follows:

1. NO ADMISSION OF LIABILITY

This Agreement shall not in any way be construed as an admission by CCX of any liability or violation of any law whatsoever, or as an admission by CCX of any wrongful acts whatsoever committed by it or any of its current or former employees or any of the other Releasees, as defined below, against MARTINEZ, or against any other persons, and CCX specifically disclaims any liability to MARTINEZ, or to any other persons or entities, including any based on alleged misclassification as an independent contractor.

2. CONSIDERATION BY MARTINEZ

In exchange for the payment to be made by CCX, as well as for CCX’s other promises in this Agreement, MARTINEZ agrees: (1) to deliver to counsel for CCX a signed original of this Agreement; (2) to authorize his counsel to sign a consent to CCX’s request for dismissal of the Appeal with prejudice and without entry of judgment under California Labor Code section 98.2(b); and (3) that counsel for CCX is authorized to take all actions necessary to secure the dismissal of the Appeal bond and to have the Appeal bond nullified and expunged.

3. CONSIDERATION BY CCX

In exchange for MARTINEZ’s consideration described above, as well as for MARTINEZ’s other promises in this Agreement, CCX agrees that by the end of the second business day after counsel for CCX’s receipt of the items required under Paragraph 2 of this Agreement, it will deliver to counsel for MARTINEZ, via check addressed to GERARDO T. MARTINEZ in the amount of [REDACTED]

[REDACTED] without withholding or deducting any amount, in compromise of the disputed amount of MARTINEZ's DLSE award, including for alleged unpaid wages, unreimbursed business expenses, interest and statutory and civil penalties related to the claims in the Appeal, and for all other damages allegedly resulting from the business decisions and actions of CCX or its employees during, out of or related to the relationship between MARTINEZ and CCX.

In exchange for MARTINEZ's consideration described above, as well as for MARTINEZ's other promises in this Agreement, CCX further agrees that by the end of the second business day after counsel for CCX's receipt of the items required under Paragraph 2 of this Agreement, it will also deliver, via wire transfer to the Bush Gottlieb Client Trust Account, [REDACTED] for MARTINEZ's attorneys' fees and costs.

The request for dismissal as set forth in Paragraph 2 above will not be filed any sooner than one week after payments are made in full pursuant to this section.

MARTINEZ understands and agrees that the payment provided in this Agreement is all the monies that will be paid by CCX to him in connection with the DLSE award and Appeal; that the payment shall be in settlement of MARTINEZ's DLSE award and his claims against CCX, including any for alleged misclassification, unpaid wages, unlawful deductions and reimbursable expenses, statutory and civil penalties through the date he signs this Agreement; and that the payment being provided is not required under CCX's normal policies or procedures.

#### 4. TAX INDEMNIFICATION

MARTINEZ agrees that he is solely responsible for all tax obligations, including, but not limited to, all payment obligations, which may arise as a consequence of this settlement. MARTINEZ further agrees promptly to pay any tax obligations that arise as a consequence of this Agreement. MARTINEZ further agrees not to seek or make any claim against the Releasees, as defined below, for any loss, cost, damage or expense if a claim or adverse determination is made in connection with the non-withholding or other tax treatment of any of the proceeds of this settlement or any portion thereof. MARTINEZ understands and agrees that the Releasees, as defined below, shall not have any duty to defend against any claim or assertion in connection with the non-withholding or other tax treatment of the proceeds of this settlement or any portion thereof, and MARTINEZ agrees to assume full responsibility for defending against any such claim or assertion.

#### 5. CONFIDENTIALITY

MARTINEZ represents and agrees that he will not issue any press or other media releases, initiate any contact with the press or other media, or utilize social media or other written forms of communication to disclose the terms or amount of the settlement contained in this Agreement. MARTINEZ agrees not to share this written agreement with anyone other than his spouse, child, or close family member, legal counsel, financial advisors, and tax preparers. MARTINEZ further agrees that he will not respond to any press or other media inquiry other than to say his dispute with CCX has been resolved and he cannot talk about it.

6. COMPLETE RELEASE

As a further material inducement to CCX to enter into this Agreement, MARTINEZ does hereby, and for his heirs, representatives, executors, administrators, successors and assigns, release, acquit and forever discharge CCX, its predecessor and successor companies, their parents, related and affiliated companies, their subsidiaries and divisions, and their predecessor and successor companies, and each and all of the owners, stockholders, assigns, agents, directors, officers, employees, representatives, attorneys and subcontractors of or for all such business entities, and all persons acting by, through, under or in concert with any of them, including individual defendant Jim DeGraw (collectively "Releasees"), and each of them, from any and all grievances, charges, complaints, claims, penalties, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including attorneys' fees and costs actually incurred), of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, including, but by no means limited to, rights arising out of the alleged commission of any tort; violation of any contracts, express or implied, any covenant of good faith and fair dealing, express or implied; violation of any public policy; or violation of any federal, state or other governmental statute, regulation or ordinance, and any amendments thereto, including, but not limited to the federal Fair Labor Standards Act; California Labor Code Sections 96 through 98.2, *et seq.*; the federal National Labor Relations Act; the California Payment of Wages Law, California Labor Code §§ 200 *et seq.*, and §§ 203, 218, 218.5 and 226.8, in particular; California Labor Code §§ 300 *et seq.*; California Labor Code §§ 400 *et seq.*; California Working Hours Law, California Labor Code §§ 500 *et seq.*; California Labor Codes §§ 1102.5 and 1194; California Labor Code §§ 2802 and 2804; the California Unfair Competition Act, and in particular, California Bus. & Prof. Code §§ 17200 *et seq.*; the California Private Attorneys General Act of 2004, California Labor Code §§ 2698., *et seq.*; California Code of Civil Procedure § 1021.5; and any other provision of the California Labor Code or any applicable California Industrial Welfare Commission Wage Orders, in all of their iterations (hereinafter collectively, "Claim" or "Claims"), from the beginning of time to the date of execution hereof. This release waives any claim for reinstatement of employment or back pay in connection with any unfair labor practice charge or other Claim by or on behalf of MARTINEZ .

7. UNKNOWN CLAIMS

MARTINEZ expressly waives and relinquishes all rights and benefits afforded by any law designed to prevent the waiver of unknown claims, such as section 1542 of the Civil Code of the State of California, which states:

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

Thus, notwithstanding the provisions of any such law, and for the purposes of implementing a full and complete release and discharge of claims against the Releasees, MARTINEZ expressly acknowledges that this Agreement is intended to include in its effect,

without limitation, all Claims which he does not know or suspect to exist in his favor at the time of execution hereof, and that this Agreement extinguishes any such Claim or Claims.

8. NO OTHER FILINGS

MARTINEZ represents that, other than the DLSE complaint giving rise to the DLSE award, he is not a named plaintiff, claimant or petitioner in any administrative or court action against CCX, and to the best of his knowledge and belief no other entity or person has filed any claims, charges or complaints against CCX, or any other of the Releasees, on his behalf with any local, state or federal government agency or court that is currently pending; and that any such claim, charge or complaint is waived pursuant to the release set forth in Paragraph 6. MARTINEZ agrees that if he is ever awarded or recovers any amount in connection with any Claim found to have been waived in this Agreement, whether as a result of an action brought by himself or by another in any representative capacity, the amount of the award or recovery shall be reduced by the Total Settlement Amount, increased appropriately for the time value of money, using the maximum legal interest rate.

9. NO REPRESENTATIONS

MARTINEZ acknowledges that, except as expressly set forth herein, no representations, promises, or inducements of any kind or character have been made to him by CCX or any of the other Releasees to induce the execution of this Agreement, or with regard to the subject matter, basis or effect of this Agreement or otherwise.

10. ATTORNEYS' FEES AND COSTS

MARTINEZ acknowledges and agrees that, except as expressly provided in Paragraph 3, above, CCX shall not be required to pay any of his attorneys' fees or any other costs incurred in connection with his counsel's representation of him in the Appeal or any other matter. MARTINEZ acknowledges and agrees that his counsel shall look solely to him for payment of such additional attorneys' fees and costs.

11. CONSULTATION WITH COUNSEL

MARTINEZ represents that he has thoroughly discussed all aspects of this Agreement with his own attorneys, that he has carefully read or has had this Agreement translated for him, that he fully understands each of the provisions of this Agreement, and that he is voluntarily entering into this Agreement.

12. OWNERSHIP OF CLAIMS

MARTINEZ represents and agrees that he has not heretofore assigned or transferred, or purported to have assigned or transferred, to any person or entity, any Claim or portion of any Claim or portion thereof or interest therein.

13. APPLICABLE LAW

This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of California.

14. INDEMNIFICATION

As a further material inducement to CCX to enter into this Agreement, MARTINEZ agrees to indemnify and hold CCX harmless from and against any and all loss, costs, damages or expenses, including, without limitation, attorneys' fees incurred by it, arising out of any breach of this Agreement by MARTINEZ or the fact that any representation made herein by MARTINEZ was false when made, upon proof and final judgment by the Superior Court of Los Angeles, California or the appropriate court of appeal, and following the exhaustion of all appeals, that there was a breach of, or false representation made in connection with, this Agreement. CCX agrees to indemnify and hold harmless MARTINEZ from and against any and all loss, costs, damages or expenses, including, without limitation, attorneys' fees incurred by him, arising out of any breach of this Agreement by CCX or the fact that any representation made herein by CCX was false when made.

15. SUCCESSORS AND BINDING EFFECT

This Agreement shall be binding upon MARTINEZ, and his heirs, representatives, executors, administrators and assigns, and shall inure to the benefit of each of the Releasees and their heirs, representatives, executors, administrators, successors and assigns. This Agreement shall be binding upon CCX, and shall inure to the benefit of MARTINEZ and his heirs, representatives, executors, administrators, successors and assigns.

16. VALIDITY

Should any provision of this Agreement be declared or determined by any court, arbitrator or administrative law judge to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, terms or provisions shall be deemed not to be a part of this Agreement.

17. COUNTERPARTS

This Agreement may be signed in separate counterparts, which together shall constitute one instrument.

18. FACSIMILE OR PDF SIGNATURES

A signed facsimile or PDF version of this Agreement shall have the same force and effect as a signed original of this Agreement.

19. ENTIRE AGREEMENT

This is the entire Agreement between the parties hereto and fully supersedes any and all prior agreements or understandings between each of them pertaining to its subject matter.

No promises to any party have been made other than those in this Agreement. This Agreement can be modified or amended only in writing (not orally), and any such modification or amendment must be signed by an officer of CCX and by MARTINEZ and must be labeled as an amendment of this Agreement.

**[SIGNATURES ON NEXT PAGE]**

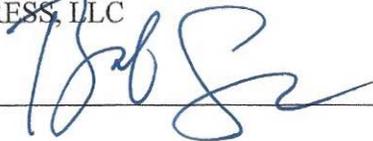
**PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE  
OF ALL KNOWN AND UNKNOWN CLAIMS.**

Executed at Glendale, California, on February 06, 2020.

  
GERARDO T. MARTINEZ

Executed at Long Beach, California, on February 7, 2020.

CCX2931, LLC f/k/a CALIFORNIA CARTAGE  
EXPRESS, LLC

By: 

STATEMENT AND AGREEMENT OF COUNSEL

The undersigned, whose law firms have represented MARTINEZ herein, approve the foregoing Agreement as to form and content, and verify that the Agreement has been translated and/or fully explained to MARTINEZ. Additionally, it is agreed that other than provided in Paragraph 3 of the Agreement, CCX shall not be required to make any payment of MARTINEZ's attorneys' fees, and the law firms shall look solely to MARTINEZ for payment of such additional attorneys' fees and costs.

The undersigned further agree that they and their law firms will not publicize, issue any press or other media releases, or initiate any contact with the press or other media about the DLSE award, the Appeal, and/or the amount or terms of this Agreement. In addition, they and their law firms will not respond to any press or other media inquiry about the DLSE award, the Appeal, and/or the amount or terms of this Agreement other than to say the dispute has been resolved and they cannot talk about it. Prohibited publications include, but are not limited to, marketing materials and firm website postings.

Dated: February 6, 2020

BUSH GOTTLIEB

By: 

JULIE GUTMAN DICKINSON

HADSELL STORMER RENICK & DAI LLP

By: 

CORNELIA DAI

Attorneys for GERARDO T. MARTINEZ

## SETTLEMENT AGREEMENT AND GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE (“Agreement”) is made and entered into by and between **GUSTAVO VILLA** (hereinafter, “VILLA”) and CCX2931, LLC f/k/a CALIFORNIA CARTAGE EXPRESS, LLC (hereinafter, “CCX”).

### WITNESSETH:

WHEREAS, on or about January 16, 2019, CCX filed an appeal with a bond in the Superior Court of the State of California for the County of Los Angeles seeking de novo review of the Division of Labor Standards Enforcement award (the “DLSE award”) in favor of VILLA, which is designated as Case No. 19LBCP00040 (the “Appeal”); and

WHEREAS, the parties hereto desire to settle fully and finally all differences arising during, out of or related to the work relationship between the Parties, and alleged employment of VILLA by CCX, including those embodied in the DLSE award and the Appeal;

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained, it is agreed as follows:

#### 1. NO ADMISSION OF LIABILITY

This Agreement shall not in any way be construed as an admission by CCX of any liability or violation of any law whatsoever, or as an admission by CCX of any wrongful acts whatsoever committed by it or any of its current or former employees or any of the other Releasees, as defined below, against VILLA, or against any other persons, and CCX specifically disclaims any liability to VILLA, or to any other persons or entities, including any based on alleged misclassification as an independent contractor.

#### 2. TERMINATION OF INDEPENDENT CONTRACTOR AGREEMENT

VILLA represents, understands and agrees that his independent contractor agreement with CCX will be terminated effective seven calendar days after the payment required under Paragraph 4 of this Agreement has been delivered to VILLA’S counsel.

#### 3. CONSIDERATION BY VILLA

In exchange for the payment to be made by CCX, as well as for CCX’s other promises in this Agreement, VILLA agrees: (1) to deliver to counsel for CCX a signed original of this Agreement; (2) to authorize his counsel to sign a consent to CCX’s request for dismissal of the Appeal with prejudice and without entry of judgment under California Labor Code section 98.2(b); and (3) that counsel for CCX is authorized to take all actions necessary to secure the dismissal of the Appeal bond and to have the Appeal bond nullified and expunged.

\* DELMAR TRANSPORT  
INC. on behalf of

4. CONSIDERATION BY CCX

In exchange for VILLA's consideration described above, as well as for VILLA's other promises in this Agreement, CCX agrees that by the end of the second business day after counsel for CCX's receipt of the items required under Paragraph 3 of this Agreement, it will deliver to counsel for VILLA, via check addressed to GUSTAVO VILLA in the amount of [REDACTED] without withholding or deducting any amount, in compromise of the disputed amount of VILLA's DLSE award, including for alleged unpaid wages, unreimbursed business expenses, interest and statutory and civil penalties related to the claims in the Appeal, and for all other damages allegedly resulting from the business decisions and actions of CCX or its employees during, out of or related to the relationship between VILLA and CCX.

In exchange for VILLA's consideration described above, as well as for VILLA's other promises in this Agreement, CCX further agrees that by the end of the second business day after counsel for CCX's receipt of the items required under Paragraph 3 of this Agreement, it will also deliver, via wire transfer to the Bush Gottlieb Client Trust Account, [REDACTED] for VILLA's attorneys' fees and costs.

The request for dismissal as set forth in Paragraph 3 above will not be filed any sooner than one week after payments are made in full pursuant to this section.

VILLA understands and agrees that the payments provided in this Agreement are all the monies that will be paid by CCX to him in connection with the DLSE award and Appeal; that the payments shall be in settlement of VILLA's DLSE award and his claims against CCX, including any for alleged misclassification, unpaid wages, unlawful deductions and reimbursable expenses, statutory and civil penalties through the date he signs this Agreement; and that the payments being provided are not required under CCX's normal policies or procedures.

5. TAX INDEMNIFICATION

VILLA agrees that he is solely responsible for all tax obligations, including, but not limited to, all payment obligations, which may arise as a consequence of this settlement. VILLA further agrees promptly to pay any tax obligations that arise as a consequence of this Agreement. VILLA further agrees not to seek or make any claim against the Releasees, as defined below, for any loss, cost, damage or expense if a claim or adverse determination is made in connection with the non-withholding or other tax treatment of any of the proceeds of this settlement or any portion thereof. VILLA understands and agrees that the Releasees, as defined below, shall not have any duty to defend against any claim or assertion in connection with the non-withholding or other tax treatment of the proceeds of this settlement or any portion thereof, and VILLA agrees to assume full responsibility for defending against any such claim or assertion.

6. CONFIDENTIALITY

VILLA represents and agrees that he will not issue any press or other media releases, initiate any contact with the press or other media, or utilize social media or other written forms of communication to disclose the terms or amount of the settlement contained in this Agreement. VILLA agrees not to share this written agreement with anyone other than his spouse, child, or close family member, legal counsel, financial advisors, and tax preparers. VILLA further agrees that he will not respond to any press or other media inquiry other than to say his dispute with CCX has been resolved and he cannot talk about it.

7. COMPLETE RELEASE

As a further material inducement to CCX to enter into this Agreement, VILLA does hereby, and for his heirs, representatives, executors, administrators, successors and assigns, release, acquit and forever discharge CCX, its predecessor and successor companies, their parents, related and affiliated companies, their subsidiaries and divisions, and their predecessor and successor companies, and each and all of the owners, stockholders, assigns, agents, directors, officers, employees, representatives, attorneys and subcontractors of or for all such business entities, and all persons acting by, through, under or in concert with any of them, including individual defendant Jim DeGraw (collectively "Releasees"), and each of them, from any and all grievances, charges, complaints, claims, penalties, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including attorneys' fees and costs actually incurred), of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, including, but by no means limited to, rights arising out of the alleged commission of any tort; violation of any contracts, express or implied, any covenant of good faith and fair dealing, express or implied; violation of any public policy; or violation of any federal, state or other governmental statute, regulation or ordinance, and any amendments thereto, including, but not limited to the federal Fair Labor Standards Act; California Labor Code Sections 96 through 98.2, et seq.; the federal National Labor Relations Act; the California Payment of Wages Law, California Labor Code §§ 200 *et seq.*, and §§ 203, 218, 218.5 and 226.8, in particular; California Labor Code §§ 300 *et seq.*; California Labor Code §§ 400 *et seq.*; California Working Hours Law, California Labor Code §§ 500 *et seq.*; California Labor Codes §§ 1102.5 and 1194; California Labor Code §§ 2802 and 2804; the California Unfair Competition Act, and in particular, California Bus. & Prof. Code §§ 17200 *et seq.*; the California Private Attorneys General Act of 2004, California Labor Code §§ 2698., *et seq.*; California Code of Civil Procedure § 1021.5; and any other provision of the California Labor Code or any applicable California Industrial Welfare Commission Wage Orders, in all of their iterations (hereinafter collectively, "Claim" or "Claims"), from the beginning of time to the date of execution hereof. This release waives any claim for reinstatement of employment or back pay in connection with any unfair labor practice charge or other Claim by or on behalf of VILLA.

8. UNKNOWN CLAIMS

VILLA expressly waives and relinquishes all rights and benefits afforded by any law designed to prevent the waiver of unknown claims, such as section 1542 of the Civil Code of the State of California, which states:

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

Thus, notwithstanding the provisions of any such law, and for the purposes of implementing a full and complete release and discharge of claims against the Releasees, VILLA expressly acknowledges that this Agreement is intended to include in its effect, without limitation, all Claims which he does not know or suspect to exist in his favor at the time of execution hereof, and that this Agreement extinguishes any such Claim or Claims.

9. NO OTHER FILINGS

VILLA represents that, other than the DLSE complaint giving rise to the DLSE award, he is not a named plaintiff, claimant or petitioner in any administrative or court action against CCX, and to the best of his knowledge and belief no other entity or person has filed any claims, charges or complaints against CCX, or any other of the Releasees, on his behalf with any local, state or federal government agency or court that is currently pending; and that any such claim, charge or complaint is waived pursuant to the release set forth in Paragraph 7. VILLA agrees that if he is ever awarded or recovers any amount in connection with any Claim found to have been waived in this Agreement, whether as a result of an action brought by himself or by another in any representative capacity, the amount of the award or recovery shall be reduced by the Total Settlement Amount, increased appropriately for the time value of money, using the maximum legal interest rate.

10. NO REPRESENTATIONS

VILLA acknowledges that, except as expressly set forth herein, no representations, promises, or inducements of any kind or character have been made to him by CCX or any of the other Releasees to induce the execution of this Agreement, or with regard to the subject matter, basis or effect of this Agreement or otherwise.

11. ATTORNEYS' FEES AND COSTS

VILLA acknowledges and agrees that, except as expressly provided in Paragraph 4, above, CCX shall not be required to pay any of his attorneys' fees or any other costs incurred in connection with his counsel's representation of him in the Appeal or any other matter. VILLA acknowledges and agrees that his counsel shall look solely to him for payment of such additional attorneys' fees and costs.

12. CONSULTATION WITH COUNSEL

VILLA represents that he has thoroughly discussed all aspects of this Agreement with his own attorneys, that he has carefully read or has had this Agreement translated for him, that he fully understands each of the provisions of this Agreement, and that he is voluntarily entering into this Agreement.

13. OWNERSHIP OF CLAIMS

VILLA represents and agrees that he has not heretofore assigned or transferred, or purported to have assigned or transferred, to any person or entity, any Claim or portion of any Claim or portion thereof or interest therein.

14. APPLICABLE LAW

This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of California.

15. INDEMNIFICATION

As a further material inducement to CCX to enter into this Agreement, VILLA agrees to indemnify and hold CCX harmless from and against any and all loss, costs, damages or expenses, including, without limitation, attorneys' fees incurred by it, arising out of any breach of this Agreement by VILLA or the fact that any representation made herein by VILLA was false when made, upon proof and final judgment by the Superior Court of Los Angeles, California or the appropriate court of appeal, and following the exhaustion of all appeals, that there was a breach of, or false representation made in connection with, this Agreement CCX agrees to indemnify and hold harmless VILLA from and against any and all loss, costs, damages or expenses, including, without limitation, attorneys' fees incurred by him, arising out of any breach of this Agreement by CCX or the fact that any representation made herein by CCX was false when made.

16. SUCCESSORS AND BINDING EFFECT

This Agreement shall be binding upon VILLA, and his heirs, representatives, executors, administrators and assigns, and shall inure to the benefit of each of the Releasees and their heirs, representatives, executors, administrators, successors and assigns. This Agreement shall be binding upon CCX, and shall inure to the benefit of VILLA and his heirs, representatives, executors, administrators, successors and assigns.

17. VALIDITY

Should any provision of this Agreement be declared or determined by any court, arbitrator or administrative law judge to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, terms or provisions shall be deemed not to be a part of this Agreement.

18. COUNTERPARTS

This Agreement may be signed in separate counterparts, which together shall constitute one instrument.

19. FACSIMILE OR PDF SIGNATURES

A signed facsimile or PDF version of this Agreement shall have the same force and effect as a signed original of this Agreement.

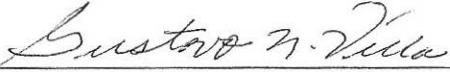
20. ENTIRE AGREEMENT

This is the entire Agreement between the parties hereto and fully supersedes any and all prior agreements or understandings between each of them pertaining to its subject matter. No promises to any party have been made other than those in this Agreement. This Agreement can be modified or amended only in writing (not orally), and any such modification or amendment must be signed by an officer of CCX and by VILLA and must be labeled as an amendment of this Agreement.

**[SIGNATURES ON NEXT PAGE]**

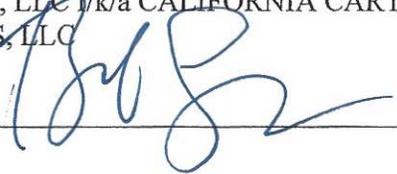
**PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE  
OF ALL KNOWN AND UNKNOWN CLAIMS.**

Executed at Glendale, California, on February \_\_\_\_, 2020.

  
\_\_\_\_\_  
GUSTAVO VILLA

Executed at Long Beach, California, on February ~~24~~<sup>7</sup>, 2020.

CCX2931, LLC f/k/a CALIFORNIA CARTAGE  
EXPRESS, LLC

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

STATEMENT AND AGREEMENT OF COUNSEL

The undersigned, whose law firms have represented VILLA herein, approve the foregoing Agreement as to form and content, and verify that the Agreement has been translated and/or fully explained to VILLA. Additionally, it is agreed that other than provided in Paragraph 4 of the Agreement, CCX shall not be required to make any payment of VILLA's attorneys' fees, and the law firms shall look solely to VILLA for payment of such additional attorneys' fees and costs.

The undersigned further agree that they and their law firms will not publicize, issue any press or other media releases, or initiate any contact with the press or other media about the DLSE award, the Appeal, and/or the amount or terms of this Agreement. In addition, they and their law firms will not respond to any press or other media inquiry about the DLSE award, the Appeal, and/or the amount or terms of this Agreement other than to say the dispute has been resolved and they cannot talk about it. Prohibited publications include, but are not limited to, marketing materials and firm website postings.

Dated: February 4, 2020

BUSH GOTTLIEB

By:   
JULIE GUTMAN DICKINSON

HADSELL STORMER RENICK & DAI LLP

By:   
CORNELIA DAI

Attorneys for GUSTAVO VILLA

## SETTLEMENT AGREEMENT AND GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE (“Agreement”) is made and entered into by and between **RODOLFO RODRIGUEZ** (hereinafter, “RODRIGUEZ”) and CCX2931, LLC f/k/a CALIFORNIA CARTAGE EXPRESS, LLC (hereinafter, “CCX”).

### WITNESSETH:

WHEREAS, on or about January 16, 2019, CCX filed an appeal with a bond in the Superior Court of the State of California for the County of Los Angeles seeking de novo review of the Division of Labor Standards Enforcement award (the “DLSE award”) in favor of RODRIGUEZ, which is designated as Case No. 19LBCP00008 (the “Appeal”); and

WHEREAS, the parties hereto desire to settle fully and finally all differences arising during, out of or related to the work relationship between the Parties, and alleged employment of RODRIGUEZ by CCX, including those embodied in the DLSE award and the Appeal;

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained, it is agreed as follows:

#### 1. NO ADMISSION OF LIABILITY

This Agreement shall not in any way be construed as an admission by CCX of any liability or violation of any law whatsoever, or as an admission by CCX of any wrongful acts whatsoever committed by it or any of its current or former employees or any of the other Releasees, as defined below, against RODRIGUEZ, or against any other persons, and CCX specifically disclaims any liability to RODRIGUEZ, or to any other persons or entities, including any based on alleged misclassification as an independent contractor.

#### 2. TERMINATION OF INDEPENDENT CONTRACTOR AGREEMENT

RODRIGUEZ represents, understands and agrees that his independent contractor agreement with CCX will be terminated effective seven calendar days after the payment required under Paragraph 4 of this Agreement has been delivered to RODRIGUEZ’S counsel.

#### 3. CONSIDERATION BY RODRIGUEZ

In exchange for the payment to be made by CCX, as well as for CCX’s other promises in this Agreement, RODRIGUEZ agrees: (1) to deliver to counsel for CCX a signed original of this Agreement; (2) to authorize his counsel to sign a consent to CCX’s request for dismissal of the Appeal with prejudice and without entry of judgment under California Labor Code section 98.2(b); and (3) that counsel for CCX is authorized to take all actions necessary to secure the dismissal of the Appeal bond and to have the Appeal bond nullified and expunged.

4. CONSIDERATION BY CCX

In exchange for RODRIGUEZ's consideration described above, as well as for RODRIGUEZ's other promises in this Agreement, CCX agrees that by the end of the second business day after counsel for CCX's receipt of the items required under Paragraph 3 of this Agreement, it will deliver to counsel for RODRIGUEZ, via check addressed to RODOLFO RODRIGUEZ in the amount of [REDACTED] without withholding or deducting any amount, in compromise of the disputed amount of RODRIGUEZ's DLSE award, including for alleged unpaid wages, unreimbursed business expenses, interest and statutory and civil penalties related to the claims in the Appeal, and for all other damages allegedly resulting from the business decisions and actions of CCX or its employees during, out of or related to the relationship between RODRIGUEZ and CCX.

In exchange for RODRIGUEZ's consideration described above, as well as for RODRIGUEZ's other promises in this Agreement, CCX further agrees that by the end of the second business day after counsel for CCX's receipt of the items required under Paragraph 3 of this Agreement, it will also deliver, via wire transfer to the Bush Gottlieb Client Trust Account, [REDACTED] for RODRIGUEZ's attorneys' fees and costs.

The request for dismissal as set forth in Paragraph 3 above will not be filed any sooner than one week after payments are made in full pursuant to this section.

RODRIGUEZ understands and agrees that the payments provided in this Agreement are all the monies that will be paid by CCX to him in connection with the DLSE award and Appeal; that the payments shall be in settlement of RODRIGUEZ's DLSE award and his claims against CCX, including any for alleged misclassification, unpaid wages, unlawful deductions and reimbursable expenses, statutory and civil penalties through the date he signs this Agreement; and that the payments being provided are not required under CCX's normal policies or procedures.

5. TAX INDEMNIFICATION

RODRIGUEZ agrees that he is solely responsible for all tax obligations, including, but not limited to, all payment obligations, which may arise as a consequence of this settlement. RODRIGUEZ further agrees promptly to pay any tax obligations that arise as a consequence of this Agreement. RODRIGUEZ further agrees not to seek or make any claim against the Releasees, as defined below, for any loss, cost, damage or expense if a claim or adverse determination is made in connection with the non-withholding or other tax treatment of any of the proceeds of this settlement or any portion thereof. RODRIGUEZ understands and agrees that the Releasees, as defined below, shall not have any duty to defend against any claim or assertion in connection with the non-withholding or other tax treatment of the proceeds of this settlement or any portion thereof, and RODRIGUEZ agrees to assume full responsibility for defending against any such claim or assertion.

6. CONFIDENTIALITY

RODRIGUEZ represents and agrees that he will not issue any press or other media releases, initiate any contact with the press or other media, or utilize social media or other written forms of communication to disclose the terms or amount of the settlement contained in this Agreement. RODRIGUEZ agrees not to share this written agreement with anyone other than his spouse, child, or close family member, legal counsel, financial advisors, and tax preparers. RODRIGUEZ further agrees that he will not respond to any press or other media inquiry other than to say his dispute with CCX has been resolved and he cannot talk about it.

7. COMPLETE RELEASE

As a further material inducement to CCX to enter into this Agreement, RODRIGUEZ does hereby, and for his heirs, representatives, executors, administrators, successors and assigns, release, acquit and forever discharge CCX, its predecessor and successor companies, their parents, related and affiliated companies, their subsidiaries and divisions, and their predecessor and successor companies, and each and all of the owners, stockholders, assigns, agents, directors, officers, employees, representatives, attorneys and subcontractors of or for all such business entities, and all persons acting by, through, under or in concert with any of them, including individual defendant Jim DeGraw (collectively "Releasees"), and each of them, from any and all grievances, charges, complaints, claims, penalties, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including attorneys' fees and costs actually incurred), of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, including, but by no means limited to, rights arising out of the alleged commission of any tort; violation of any contracts, express or implied, any covenant of good faith and fair dealing, express or implied; violation of any public policy; or violation of any federal, state or other governmental statute, regulation or ordinance, and any amendments thereto, including, but not limited to the federal Fair Labor Standards Act; California Labor Code Sections 96 through 98.2, et seq.; the federal National Labor Relations Act; the California Payment of Wages Law, California Labor Code §§ 200 et seq., and §§ 203, 218, 218.5 and 226.8, in particular; California Labor Code §§ 300 et seq.; California Labor Code §§ 400 et seq.; California Working Hours Law, California Labor Code §§ 500 et seq.; California Labor Codes §§ 1102.5 and 1194; California Labor Code §§ 2802 and 2804; the California Unfair Competition Act, and in particular, California Bus. & Prof. Code §§ 17200 et seq.; the California Private Attorneys General Act of 2004, California Labor Code §§ 2698., et seq.; California Code of Civil Procedure § 1021.5; and any other provision of the California Labor Code or any applicable California Industrial Welfare Commission Wage Orders, in all of their iterations (hereinafter collectively, "Claim" or "Claims"), from the beginning of time to the date of execution hereof. This release waives any claim for reinstatement of employment or back pay in connection with any unfair labor practice charge or other Claim by or on behalf of RODRIGUEZ.

8. UNKNOWN CLAIMS

RODRIGUEZ expressly waives and relinquishes all rights and benefits afforded by any law designed to prevent the waiver of unknown claims, such as section 1542 of the Civil Code of the State of California, which states:

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

Thus, notwithstanding the provisions of any such law, and for the purposes of implementing a full and complete release and discharge of claims against the Releasees, RODRIGUEZ expressly acknowledges that this Agreement is intended to include in its effect, without limitation, all Claims which he does not know or suspect to exist in his favor at the time of execution hereof, and that this Agreement extinguishes any such Claim or Claims.

9. NO OTHER FILINGS

RODRIGUEZ represents that, other than the DLSE complaint giving rise to the DLSE award, he is not a named plaintiff, claimant or petitioner in any administrative or court action against CCX, and to the best of his knowledge and belief no other entity or person has filed any claims, charges or complaints against CCX, or any other of the Releasees, on his behalf with any local, state or federal government agency or court that is currently pending; and that any such claim, charge or complaint is waived pursuant to the release set forth in Paragraph 7. RODRIGUEZ agrees that if he is ever awarded or recovers any amount in connection with any Claim found to have been waived in this Agreement, whether as a result of an action brought by himself or by another in any representative capacity, the amount of the award or recovery shall be reduced by the Total Settlement Amount, increased appropriately for the time value of money, using the maximum legal interest rate.

10. NO REPRESENTATIONS

RODRIGUEZ acknowledges that, except as expressly set forth herein, no representations, promises, or inducements of any kind or character have been made to him by CCX or any of the other Releasees to induce the execution of this Agreement, or with regard to the subject matter, basis or effect of this Agreement or otherwise.

11. ATTORNEYS' FEES AND COSTS

RODRIGUEZ acknowledges and agrees that, except as expressly provided in Paragraph 4, above, CCX shall not be required to pay any of his attorneys' fees or any other costs incurred in connection with his counsel's representation of him in the Appeal or any other matter. RODRIGUEZ acknowledges and agrees that his counsel shall look solely to him for payment of such additional attorneys' fees and costs.

12. CONSULTATION WITH COUNSEL

RODRIGUEZ represents that he has thoroughly discussed all aspects of this Agreement with his own attorneys, that he has carefully read or has had this Agreement translated for him, that he fully understands each of the provisions of this Agreement, and that he is voluntarily entering into this Agreement.

13. OWNERSHIP OF CLAIMS

RODRIGUEZ represents and agrees that he has not heretofore assigned or transferred, or purported to have assigned or transferred, to any person or entity, any Claim or portion of any Claim or portion thereof or interest therein.

14. APPLICABLE LAW

This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of California.

15. INDEMNIFICATION

As a further material inducement to CCX to enter into this Agreement, RODRIGUEZ agrees to indemnify and hold CCX harmless from and against any and all loss, costs, damages or expenses, including, without limitation, attorneys' fees incurred by it, arising out of any breach of this Agreement by RODRIGUEZ or the fact that any representation made herein by RODRIGUEZ was false when made, upon proof and final judgment by the Superior Court of Los Angeles, California or the appropriate court of appeal, and following the exhaustion of all appeals, that there was a breach of, or false representation made in connection with, this Agreement. CCX agrees to indemnify and hold harmless RODRIGUEZ from and against any and all loss, costs, damages or expenses, including, without limitation, attorneys' fees incurred by him, arising out of any breach of this Agreement by CCX or the fact that any representation made herein by CCX was false when made.

16. SUCCESSORS AND BINDING EFFECT

This Agreement shall be binding upon RODRIGUEZ, and his heirs, representatives, executors, administrators and assigns, and shall inure to the benefit of each of the Releasees and their heirs, representatives, executors, administrators, successors and assigns. This Agreement shall be binding upon CCX, and shall inure to the benefit of RODRIGUEZ and his heirs, representatives, executors, administrators, successors and assigns.

17. VALIDITY

Should any provision of this Agreement be declared or determined by any court, arbitrator or administrative law judge to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, terms or provisions shall be deemed not to be a part of this Agreement.

18. COUNTERPARTS

This Agreement may be signed in separate counterparts, which together shall constitute one instrument.

19. FACSIMILE OR PDF SIGNATURES

A signed facsimile or PDF version of this Agreement shall have the same force and effect as a signed original of this Agreement.

20. ENTIRE AGREEMENT

This is the entire Agreement between the parties hereto and fully supersedes any and all prior agreements or understandings between each of them pertaining to its subject matter. No promises to any party have been made other than those in this Agreement. This Agreement can be modified or amended only in writing (not orally), and any such modification or amendment must be signed by an officer of CCX and by RODRIGUEZ and must be labeled as an amendment of this Agreement.

**[SIGNATURES ON NEXT PAGE]**

**PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE  
OF ALL KNOWN AND UNKNOWN CLAIMS.**

Executed at Glendale, California, on February 6, 2020.



\_\_\_\_\_  
RODOLFO RODRIGUEZ

Executed at Long Beach, California, on February 7, 2020.

CCX2931, LLC f/k/a CALIFORNIA CARTAGE  
EXPRESS, LLC

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



STATEMENT AND AGREEMENT OF COUNSEL

The undersigned, whose law firms have represented RODRIGUEZ herein, approve the foregoing Agreement as to form and content, and verify that the Agreement has been translated and/or fully explained to RODRIGUEZ. Additionally, it is agreed that other than provided in Paragraph 4 of the Agreement, CCX shall not be required to make any payment of RODRIGUEZ's attorneys' fees, and the law firms shall look solely to RODRIGUEZ for payment of such additional attorneys' fees and costs.

The undersigned further agree that they and their law firms will not publicize, issue any press or other media releases, or initiate any contact with the press or other media about the DLSE award, the Appeal, and/or the amount or terms of this Agreement. In addition, they and their law firms will not respond to any press or other media inquiry about the DLSE award, the Appeal, and/or the amount or terms of this Agreement other than to say the dispute has been resolved and they cannot talk about it. Prohibited publications include, but are not limited to, marketing materials and firm website postings.

Dated: February 6, 2020

BUSH GOTTLIEB

By: 

JULIE GUTMAN DICKINSON

HADSELL STORMER RENICK & DAI LLP

By: 

CORNELIA DAI

Attorneys for RODOLFO RODRIGUEZ

## SETTLEMENT AGREEMENT AND GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE (“Agreement”) is made and entered into by and between **JOSE A. GARCIA** (hereinafter, “GARCIA”) and CCX2931, LLC f/k/a CALIFORNIA CARTAGE EXPRESS, LLC (hereinafter, “CCX”).

### WITNESSETH:

WHEREAS, on or about January 16, 2019, CCX filed an appeal with a bond in the Superior Court of the State of California for the County of Los Angeles seeking de novo review of the Division of Labor Standards Enforcement award (the “DLSE award”) in favor of GARCIA, which is designated as Case No. 19LBCP00012 (the “Appeal”); and

WHEREAS, the parties hereto desire to settle fully and finally all differences arising during, out of or related to the work relationship between the Parties, and alleged employment of GARCIA by CCX, including those embodied in the DLSE award and the Appeal;

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained, it is agreed as follows:

#### 1. NO ADMISSION OF LIABILITY

This Agreement shall not in any way be construed as an admission by CCX of any liability or violation of any law whatsoever, or as an admission by CCX of any wrongful acts whatsoever committed by it or any of its current or former employees or any of the other Releasees, as defined below, against GARCIA, or against any other persons, and CCX specifically disclaims any liability to GARCIA, or to any other persons or entities, including any based on alleged misclassification as an independent contractor.

#### 2. TERMINATION OF INDEPENDENT CONTRACTOR AGREEMENT

GARCIA represents, understands and agrees that his independent contractor agreements with CCX, including as Jose Garcia Trucking, will be terminated effective seven calendar days after the payment required under Paragraph 4 of this Agreement has been delivered to GARCIA’S counsel.

#### 3. CONSIDERATION BY GARCIA

In exchange for the payment to be made by CCX, as well as for CCX’s other promises in this Agreement, GARCIA agrees: (1) to deliver to counsel for CCX a signed original of this Agreement; (2) to authorize his counsel to sign a consent to CCX’s request for dismissal of the Appeal with prejudice and without entry of judgment under California Labor Code section 98.2(b); and (3) that counsel for CCX is authorized to take all actions necessary to secure the dismissal of the Appeal bond and to have the Appeal bond nullified and expunged.

4. CONSIDERATION BY CCX

In exchange for GARCIA's consideration described above, as well as for GARCIA's other promises in this Agreement, CCX agrees that by the end of the second business day after counsel for CCX's receipt of the items required under Paragraph 3 of this Agreement, it will deliver to counsel for GARCIA, via check addressed to JOSE A. GARCIA in the amount of

[REDACTED] without withholding or deducting any amount, in compromise of the disputed amount of GARCIA's DLSE award, including for alleged unpaid wages, unreimbursed business expenses, interest and statutory and civil penalties related to the claims in the Appeal, and for all other damages allegedly resulting from the business decisions and actions of CCX or its employees during, out of or related to the relationship between GARCIA and CCX.

In exchange for GARCIA's consideration described above, as well as for GARCIA's other promises in this Agreement, CCX further agrees that by the end of the second business day after counsel for CCX's receipt of the items required under Paragraph 3 of this Agreement, it will also deliver, via wire transfer to the Bush Gottlieb Client Trust Account, [REDACTED] for GARCIA's attorneys' fees and costs.

The request for dismissal as set forth in Paragraph 3 above will not be filed any sooner than one week after payments are made in full pursuant to this section.

GARCIA understands and agrees that the payments provided in this Agreement are all the monies that will be paid by CCX to him in connection with the DLSE award and Appeal; that the payments shall be in settlement of GARCIA's DLSE award and his claims against CCX, including any for alleged misclassification, unpaid wages, unlawful deductions and reimbursable expenses, statutory and civil penalties through the date he signs this Agreement; and that the payments being provided are not required under CCX's normal policies or procedures.

5. TAX INDEMNIFICATION

GARCIA agrees that he is solely responsible for all tax obligations, including, but not limited to, all payment obligations, which may arise as a consequence of this settlement. GARCIA further agrees promptly to pay any tax obligations that arise as a consequence of this Agreement. GARCIA further agrees not to seek or make any claim against the Releasees, as defined below, for any loss, cost, damage or expense if a claim or adverse determination is made in connection with the non-withholding or other tax treatment of any of the proceeds of this settlement or any portion thereof. GARCIA understands and agrees that the Releasees, as defined below, shall not have any duty to defend against any claim or assertion in connection with the non-withholding or other tax treatment of the proceeds of this settlement or any portion thereof, and GARCIA agrees to assume full responsibility for defending against any such claim or assertion.

6. CONFIDENTIALITY

GARCIA represents and agrees that he will not issue any press or other media releases, initiate any contact with the press or other media, or utilize social media or other written forms of communication to disclose the terms or amount of the settlement contained in this Agreement. GARCIA agrees not to share this written agreement with anyone other than his spouse, child, or close family member, legal counsel, financial advisors, and tax preparers. GARCIA further agrees that he will not respond to any press or other media inquiry other than to say his dispute with CCX has been resolved and he cannot talk about it.

7. COMPLETE RELEASE

As a further material inducement to CCX to enter into this Agreement, GARCIA does hereby, and for his heirs, representatives, executors, administrators, successors and assigns, release, acquit and forever discharge CCX, its predecessor and successor companies, their parents, related and affiliated companies, their subsidiaries and divisions, and their predecessor and successor companies, and each and all of the owners, stockholders, assigns, agents, directors, officers, employees, representatives, attorneys and subcontractors of or for all such business entities, and all persons acting by, through, under or in concert with any of them, including individual defendant Jim DeGraw (collectively "Releasees"), and each of them, from any and all grievances, charges, complaints, claims, penalties, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including attorneys' fees and costs actually incurred), of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, including, but by no means limited to, rights arising out of the alleged commission of any tort; violation of any contracts, express or implied, any covenant of good faith and fair dealing, express or implied; violation of any public policy; or violation of any federal, state or other governmental statute, regulation or ordinance, and any amendments thereto, including, but not limited to the federal Fair Labor Standards Act; California Labor Code Sections 96 through 98.2, et seq.; the federal National Labor Relations Act; the California Payment of Wages Law, California Labor Code §§ 200 et seq., and §§ 203, 218, 218.5 and 226.8, in particular; California Labor Code §§ 300 et seq.; California Labor Code §§ 400 et seq.; California Working Hours Law, California Labor Code §§ 500 et seq.; California Labor Codes §§ 1102.5 and 1194; California Labor Code §§ 2802 and 2804; the California Unfair Competition Act, and in particular, California Bus. & Prof. Code §§ 17200 et seq.; the California Private Attorneys General Act of 2004, California Labor Code §§ 2698., et seq.; California Code of Civil Procedure § 1021.5; and any other provision of the California Labor Code or any applicable California Industrial Welfare Commission Wage Orders, in all of their iterations (hereinafter collectively, "Claim" or "Claims"), from the beginning of time to the date of execution hereof. This release waives any claim for reinstatement of employment or back pay in connection with any unfair labor practice charge or other Claim by or on behalf of GARCIA.

8. UNKNOWN CLAIMS

GARCIA expressly waives and relinquishes all rights and benefits afforded by any law designed to prevent the waiver of unknown claims, such as section 1542 of the Civil Code of the State of California, which states:

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

Thus, notwithstanding the provisions of any such law, and for the purposes of implementing a full and complete release and discharge of claims against the Releasees, GARCIA expressly acknowledges that this Agreement is intended to include in its effect, without limitation, all Claims which he does not know or suspect to exist in his favor at the time of execution hereof, and that this Agreement extinguishes any such Claim or Claims.

9. NO OTHER FILINGS

GARCIA represents that, other than the DLSE complaint giving rise to the DLSE award, he is not a named plaintiff, claimant or petitioner in any administrative or court action against CCX, and to the best of his knowledge and belief no other entity or person has filed any claims, charges or complaints against CCX, or any other of the Releasees, on his behalf with any local, state or federal government agency or court that is currently pending; and that any such claim, charge or complaint is waived pursuant to the release set forth in Paragraph 7. GARCIA agrees that if he is ever awarded or recovers any amount in connection with any Claim found to have been waived in this Agreement, whether as a result of an action brought by himself or by another in any representative capacity, the amount of the award or recovery shall be reduced by the Total Settlement Amount, increased appropriately for the time value of money, using the maximum legal interest rate.

10. NO REPRESENTATIONS

GARCIA acknowledges that, except as expressly set forth herein, no representations, promises, or inducements of any kind or character have been made to him by CCX or any of the other Releasees to induce the execution of this Agreement, or with regard to the subject matter, basis or effect of this Agreement or otherwise.

11. ATTORNEYS' FEES AND COSTS

GARCIA acknowledges and agrees that, except as expressly provided in Paragraph 4, above, CCX shall not be required to pay any of his attorneys' fees or any other costs incurred in connection with his counsel's representation of him in the Appeal or any other matter. GARCIA acknowledges and agrees that his counsel shall look solely to him for payment of such additional attorneys' fees and costs.

12. CONSULTATION WITH COUNSEL

GARCIA represents that he has thoroughly discussed all aspects of this Agreement with his own attorneys, that he has carefully read or has had this Agreement translated for him, that he fully understands each of the provisions of this Agreement, and that he is voluntarily entering into this Agreement.

13. OWNERSHIP OF CLAIMS

GARCIA represents and agrees that he has not heretofore assigned or transferred, or purported to have assigned or transferred, to any person or entity, any Claim or portion of any Claim or portion thereof or interest therein.

14. APPLICABLE LAW

This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of California.

15. INDEMNIFICATION

As a further material inducement to CCX to enter into this Agreement, GARCIA agrees to indemnify and hold CCX harmless from and against any and all loss, costs, damages or expenses, including, without limitation, attorneys' fees incurred by it, arising out of any breach of this Agreement by GARCIA or the fact that any representation made herein by GARCIA was false when made, upon proof and final judgment by the Superior Court of Los Angeles, California or the appropriate court of appeal, and following the exhaustion of all appeals, that there was a breach of, or false representation made in connection with, this Agreement CCX agrees to indemnify and hold harmless GARCIA from and against any and all loss, costs, damages or expenses, including, without limitation, attorneys' fees incurred by him, arising out of any breach of this Agreement by CCX or the fact that any representation made herein by CCX was false when made.

16. SUCCESSORS AND BINDING EFFECT

This Agreement shall be binding upon GARCIA, and his heirs, representatives, executors, administrators and assigns, and shall inure to the benefit of each of the Releasees and their heirs, representatives, executors, administrators, successors and assigns. This Agreement shall be binding upon CCX, and shall inure to the benefit of GARCIA and his heirs, representatives, executors, administrators, successors and assigns.

17. VALIDITY

Should any provision of this Agreement be declared or determined by any court, arbitrator or administrative law judge to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, terms or provisions shall be deemed not to be a part of this Agreement.

18. COUNTERPARTS

This Agreement may be signed in separate counterparts, which together shall constitute one instrument.

19. FACSIMILE OR PDF SIGNATURES

A signed facsimile or PDF version of this Agreement shall have the same force and effect as a signed original of this Agreement.

20. ENTIRE AGREEMENT

This is the entire Agreement between the parties hereto and fully supersedes any and all prior agreements or understandings between each of them pertaining to its subject matter. No promises to any party have been made other than those in this Agreement. This Agreement can be modified or amended only in writing (not orally), and any such modification or amendment must be signed by an officer of CCX and by GARCIA and must be labeled as an amendment of this Agreement.

**[SIGNATURES ON NEXT PAGE]**

**PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE  
OF ALL KNOWN AND UNKNOWN CLAIMS.**

Executed at Glendale, California, on February 05, 2020.

  
\_\_\_\_\_  
JOSE A. GARCIA

Executed at Long Beach, California, on February 7, 2020.

CCX2931, LLC f/k/a CALIFORNIA CARTAGE  
EXPRESS, LLC

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

STATEMENT AND AGREEMENT OF COUNSEL

The undersigned, whose law firms have represented GARCIA herein, approve the foregoing Agreement as to form and content, and verify that the Agreement has been translated and/or fully explained to GARCIA. Additionally, it is agreed that other than provided in Paragraph 4 of the Agreement, CCX shall not be required to make any payment of GARCIA's attorneys' fees, and the law firms shall look solely to GARCIA for payment of such additional attorneys' fees and costs.

The undersigned further agree that they and their law firms will not publicize, issue any press or other media releases, or initiate any contact with the press or other media about the DLSE award, the Appeal, and/or the amount or terms of this Agreement. In addition, they and their law firms will not respond to any press or other media inquiry about the DLSE award, the Appeal, and/or the amount or terms of this Agreement other than to say the dispute has been resolved and they cannot talk about it. Prohibited publications include, but are not limited to, marketing materials and firm website postings.

Dated: February 5, 2020

BUSH GOTTLIEB

By:   
JULIE GUTMAN DICKINSON

HADSELL STORMER RENICK & DAI LLP

By:   
CORNELIA DAI

Attorneys for JOSE A. GARCIA

## SETTLEMENT AGREEMENT AND GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE (“Agreement”) is made and entered into by and between **JOSE I. VIDAL** (hereinafter, “VIDAL”) and CCX2931, LLC f/k/a CALIFORNIA CARTAGE EXPRESS, LLC (hereinafter, “CCX”).

### WITNESSETH:

WHEREAS, on or about January 16, 2019, CCX filed an appeal with a bond in the Superior Court of the State of California for the County of Los Angeles seeking de novo review of the Division of Labor Standards Enforcement award (the “DLSE award”) in favor of VIDAL, which is designated as Case No. 19LBCP00013 (the “Appeal”); and

WHEREAS, the parties hereto desire to settle fully and finally all differences arising during, out of or related to the work relationship between the Parties, and alleged employment of VIDAL by CCX, including those embodied in the DLSE award and the Appeal;

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained, it is agreed as follows:

1. NO ADMISSION OF LIABILITY

This Agreement shall not in any way be construed as an admission by CCX of any liability or violation of any law whatsoever, or as an admission by CCX of any wrongful acts whatsoever committed by it or any of its current or former employees or any of the other Releasees, as defined below, against VIDAL, or against any other persons, and CCX specifically disclaims any liability to VIDAL, or to any other persons or entities, including any based on alleged misclassification as an independent contractor.

2. TERMINATION OF INDEPENDENT CONTRACTOR AGREEMENT

VIDAL represents, understands and agrees that his independent contractor agreement with CCX will be terminated effective seven calendar days after the payment required under Paragraph 4 of this Agreement has been delivered to VIDAL’S counsel.

3. CONSIDERATION BY VIDAL

In exchange for the payment to be made by CCX, as well as for CCX’s other promises in this Agreement, VIDAL agrees: (1) to deliver to counsel for CCX a signed original of this Agreement; (2) to authorize his counsel to sign a consent to CCX’s request for dismissal of the Appeal with prejudice and without entry of judgment under California Labor Code section 98.2(b); and (3) that counsel for CCX is authorized to take all actions necessary to secure the dismissal of the Appeal bond and to have the Appeal bond nullified and expunged.

4. CONSIDERATION BY CCX

In exchange for VIDAL's consideration described above, as well as for VIDAL's other promises in this Agreement, CCX agrees that by the end of the second business day after counsel for CCX's receipt of the items required under Paragraph 3 of this Agreement, it will deliver to counsel for VIDAL, via check addressed to JOSE I. VIDAL in the amount of [REDACTED]

[REDACTED] without withholding or deducting any amount, in compromise of the disputed amount of VIDAL's DLSE award, including for alleged unpaid wages, unreimbursed business expenses, interest and statutory and civil penalties related to the claims in the Appeal, and for all other damages allegedly resulting from the business decisions and actions of CCX or its employees during, out of or related to the relationship between VIDAL and CCX.

In exchange for VIDAL's consideration described above, as well as for VIDAL's other promises in this Agreement, CCX further agrees that by the end of the second business day after counsel for CCX's receipt of the items required under Paragraph 3 of this Agreement, it will also deliver, via wire transfer to the Bush Gottlieb Client Trust Account, [REDACTED] for VIDAL's attorneys' fees and costs.

The request for dismissal as set forth in Paragraph 3 above will not be filed any sooner than one week after payments are made in full pursuant to this section.

VIDAL understands and agrees that the payments provided in this Agreement are all the monies that will be paid by CCX to him in connection with the DLSE award and Appeal; that the payments shall be in settlement of VIDAL's DLSE award and his claims against CCX, including any for alleged misclassification, unpaid wages, unlawful deductions and reimbursable expenses, statutory and civil penalties through the date he signs this Agreement; and that the payments being provided are not required under CCX's normal policies or procedures.

5. TAX INDEMNIFICATION

VIDAL agrees that he is solely responsible for all tax obligations, including, but not limited to, all payment obligations, which may arise as a consequence of this settlement. VIDAL further agrees promptly to pay any tax obligations that arise as a consequence of this Agreement. VIDAL further agrees not to seek or make any claim against the Releasees, as defined below, for any loss, cost, damage or expense if a claim or adverse determination is made in connection with the non-withholding or other tax treatment of any of the proceeds of this settlement or any portion thereof. VIDAL understands and agrees that the Releasees, as defined below, shall not have any duty to defend against any claim or assertion in connection with the non-withholding or other tax treatment of the proceeds of this settlement or any portion thereof, and VIDAL agrees to assume full responsibility for defending against any such claim or assertion.

6. CONFIDENTIALITY

VIDAL represents and agrees that he will not issue any press or other media releases, initiate any contact with the press or other media, or utilize social media or other written

forms of communication to disclose the terms or amount of the settlement contained in this Agreement. VIDAL agrees not to share this written agreement with anyone other than his spouse, child, or close family member, legal counsel, financial advisors, and tax preparers. VIDAL further agrees that he will not respond to any press or other media inquiry other than to say his dispute with CCX has been resolved and he cannot talk about it.

#### 7. COMPLETE RELEASE

As a further material inducement to CCX to enter into this Agreement, VIDAL does hereby, and for his heirs, representatives, executors, administrators, successors and assigns, release, acquit and forever discharge CCX, its predecessor and successor companies, their parents, related and affiliated companies, their subsidiaries and divisions, and their predecessor and successor companies, and each and all of the owners, stockholders, assigns, agents, directors, officers, employees, representatives, attorneys and subcontractors of or for all such business entities, and all persons acting by, through, under or in concert with any of them, including individual defendant Jim DeGraw (collectively "Releasees"), and each of them, from any and all grievances, charges, complaints, claims, penalties, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including attorneys' fees and costs actually incurred), of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, including, but by no means limited to, rights arising out of the alleged commission of any tort; violation of any contracts, express or implied, any covenant of good faith and fair dealing, express or implied; violation of any public policy; or violation of any federal, state or other governmental statute, regulation or ordinance, and any amendments thereto, including, but not limited to the federal Fair Labor Standards Act; California Labor Code Sections 96 through 98.2, *et seq.*; the federal National Labor Relations Act; the California Payment of Wages Law, California Labor Code §§ 200 *et seq.*, and §§ 203, 218, 218.5 and 226.8, in particular; California Labor Code §§ 300 *et seq.*; California Labor Code §§ 400 *et seq.*; California Working Hours Law, California Labor Code §§ 500 *et seq.*; California Labor Codes §§ 1102.5 and 1194; California Labor Code §§ 2802 and 2804; the California Unfair Competition Act, and in particular, California Bus. & Prof. Code §§ 17200 *et seq.*; the California Private Attorneys General Act of 2004, California Labor Code §§ 2698., *et seq.*; California Code of Civil Procedure § 1021.5; and any other provision of the California Labor Code or any applicable California Industrial Welfare Commission Wage Orders, in all of their iterations (hereinafter collectively, "Claim" or "Claims"), from the beginning of time to the date of execution hereof. This release waives any claim for reinstatement of employment or back pay in connection with any unfair labor practice charge or other Claim by or on behalf of VIDAL.

#### 8. UNKNOWN CLAIMS

VIDAL expressly waives and relinquishes all rights and benefits afforded by any law designed to prevent the waiver of unknown claims, such as section 1542 of the Civil Code of the State of California, which states:

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

Thus, notwithstanding the provisions of any such law, and for the purposes of implementing a full and complete release and discharge of claims against the Releasees, VIDAL expressly acknowledges that this Agreement is intended to include in its effect, without limitation, all Claims which he does not know or suspect to exist in his favor at the time of execution hereof, and that this Agreement extinguishes any such Claim or Claims.

9. NO OTHER FILINGS

VIDAL represents that, other than the DLSE complaint giving rise to the DLSE award, he is not a named plaintiff, claimant or petitioner in any administrative or court action against CCX, and to the best of his knowledge and belief no other entity or person has filed any claims, charges or complaints against CCX, or any other of the Releasees, on his behalf with any local, state or federal government agency or court that is currently pending; and that any such claim, charge or complaint is waived pursuant to the release set forth in Paragraph 7. VIDAL agrees that if he is ever awarded or recovers any amount in connection with any Claim found to have been waived in this Agreement, whether as a result of an action brought by himself or by another in any representative capacity, the amount of the award or recovery shall be reduced by the Total Settlement Amount, increased appropriately for the time value of money, using the maximum legal interest rate.

10. NO REPRESENTATIONS

VIDAL acknowledges that, except as expressly set forth herein, no representations, promises, or inducements of any kind or character have been made to him by CCX or any of the other Releasees to induce the execution of this Agreement, or with regard to the subject matter, basis or effect of this Agreement or otherwise.

11. ATTORNEYS' FEES AND COSTS

VIDAL acknowledges and agrees that, except as expressly provided in Paragraph 4, above, CCX shall not be required to pay any of his attorneys' fees or any other costs incurred in connection with his counsel's representation of him in the Appeal or any other matter. VIDAL acknowledges and agrees that his counsel shall look solely to him for payment of such additional attorneys' fees and costs.

12. CONSULTATION WITH COUNSEL

VIDAL represents that he has thoroughly discussed all aspects of this Agreement with his own attorneys, that he has carefully read or has had this Agreement translated for him, that he fully understands each of the provisions of this Agreement, and that he is voluntarily entering into this Agreement.

13. OWNERSHIP OF CLAIMS

VIDAL represents and agrees that he has not heretofore assigned or transferred, or purported to have assigned or transferred, to any person or entity, any Claim or portion of any Claim or portion thereof or interest therein.

14. APPLICABLE LAW

This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of California.

15. INDEMNIFICATION

As a further material inducement to CCX to enter into this Agreement, VIDAL agrees to indemnify and hold CCX harmless from and against any and all loss, costs, damages or expenses, including, without limitation, attorneys' fees incurred by it, arising out of any breach of this Agreement by VIDAL or the fact that any representation made herein by VIDAL was false when made, upon proof and final judgment by the Superior Court of Los Angeles, California or the appropriate court of appeal, and following the exhaustion of all appeals, that there was a breach of, or false representation made in connection with, this Agreement. CCX agrees to indemnify and hold harmless VIDAL from and against any and all loss, costs, damages or expenses, including, without limitation, attorneys' fees incurred by him, arising out of any breach of this Agreement by CCX or the fact that any representation made herein by CCX was false when made.

16. SUCCESSORS AND BINDING EFFECT

This Agreement shall be binding upon VIDAL, and his heirs, representatives, executors, administrators and assigns, and shall inure to the benefit of each of the Releasees and their heirs, representatives, executors, administrators, successors and assigns. This Agreement shall be binding upon CCX, and shall inure to the benefit of VIDAL and his heirs, representatives, executors, administrators, successors and assigns.

17. VALIDITY

Should any provision of this Agreement be declared or determined by any court, arbitrator or administrative law judge to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, terms or provisions shall be deemed not to be a part of this Agreement.

18. COUNTERPARTS

This Agreement may be signed in separate counterparts, which together shall constitute one instrument.

19. FACSIMILE OR PDF SIGNATURES

A signed facsimile or PDF version of this Agreement shall have the same force and effect as a signed original of this Agreement.

20. ENTIRE AGREEMENT

This is the entire Agreement between the parties hereto and fully supersedes any and all prior agreements or understandings between each of them pertaining to its subject matter. No promises to any party have been made other than those in this Agreement. This Agreement can be modified or amended only in writing (not orally), and any such modification or amendment must be signed by an officer of CCX and by VIDAL and must be labeled as an amendment of this Agreement.

**[SIGNATURES ON NEXT PAGE]**

**PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE  
OF ALL KNOWN AND UNKNOWN CLAIMS.**

Executed at Glendale, California, on February 4, 2020.

  
\_\_\_\_\_  
JOSE I. VIDAL

Executed at Long Beach, California, on February 7, 2020.

CCX2931, LLC f/k/a CALIFORNIA CARTAGE  
EXPRESS, LLC

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

STATEMENT AND AGREEMENT OF COUNSEL

The undersigned, whose law firms have represented VIDAL herein, approve the foregoing Agreement as to form and content, and verify that the Agreement has been translated and/or fully explained to VIDAL. Additionally, it is agreed that other than provided in Paragraph 4 of the Agreement, CCX shall not be required to make any payment of VIDAL's attorneys' fees, and the law firms shall look solely to VIDAL for payment of such additional attorneys' fees and costs.

The undersigned further agree that they and their law firms will not publicize, issue any press or other media releases, or initiate any contact with the press or other media about the DLSE award, the Appeal, and/or the amount or terms of this Agreement. In addition, they and their law firms will not respond to any press or other media inquiry about the DLSE award, the Appeal, and/or the amount or terms of this Agreement other than to say the dispute has been resolved and they cannot talk about it. Prohibited publications include, but are not limited to, marketing materials and firm website postings.

Dated: February 4, 2020

BUSH GOTTLIEB

By:   
JULIE GUTMAN DICKINSON

HADSELL STORMER RENICK & DAI LLP

By:   
CORNELIA DAI

Attorneys for JOSE I. VIDAL

## SETTLEMENT AGREEMENT AND GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE (“Agreement”) is made and entered into by and between **FLAVIO ACOSTA** (hereinafter, “ACOSTA”) and CCX2931, LLC f/k/a CALIFORNIA CARTAGE EXPRESS, LLC (hereinafter, “CCX”).

### WITNESSETH:

WHEREAS, on or about January 16, 2019, CCX filed an appeal with a bond in the Superior Court of the State of California for the County of Los Angeles seeking de novo review of the Division of Labor Standards Enforcement award (the “DLSE award”) in favor of ACOSTA, which is designated as Case No. 19LBCP00014 (the “Appeal”); and

WHEREAS, the parties hereto desire to settle fully and finally all differences arising during, out of or related to the work relationship between the Parties, and alleged employment of ACOSTA by CCX, including those embodied in the DLSE award and the Appeal;

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained, it is agreed as follows:

1. NO ADMISSION OF LIABILITY

This Agreement shall not in any way be construed as an admission by CCX of any liability or violation of any law whatsoever, or as an admission by CCX of any wrongful acts whatsoever committed by it or any of its current or former employees or any of the other Releasees, as defined below, against ACOSTA, or against any other persons, and CCX specifically disclaims any liability to ACOSTA, or to any other persons or entities, including any based on alleged misclassification as an independent contractor.

2. TERMINATION OF INDEPENDENT CONTRACTOR AGREEMENT

ACOSTA represents, understands and agrees that his independent contractor agreement with CCX will be terminated effective seven calendar days after the payment required under Paragraph 4 of this Agreement has been delivered to ACOSTA’S counsel.

3. CONSIDERATION BY ACOSTA

In exchange for the payment to be made by CCX, as well as for CCX’s other promises in this Agreement, ACOSTA agrees: (1) to deliver to counsel for CCX a signed original of this Agreement; (2) to authorize his counsel to sign a consent to CCX’s request for dismissal of the Appeal with prejudice and without entry of judgment under California Labor Code section 98.2(b); and (3) that counsel for CCX is authorized to take all actions necessary to secure the dismissal of the Appeal bond and to have the Appeal bond nullified and expunged.

#### 4. CONSIDERATION BY CCX

In exchange for ACOSTA's consideration described above, as well as for ACOSTA's other promises in this Agreement, CCX agrees that by the end of the second business day after counsel for CCX's receipt of the items required under Paragraph 3 of this Agreement, it will deliver to counsel for ACOSTA, via check addressed to FLAVIO ACOSTA in the amount of [REDACTED], without withholding or deducting any amount, in compromise of the disputed amount of ACOSTA's DLSE award, including for alleged unpaid wages, unreimbursed business expenses, interest and statutory and civil penalties related to the claims in the Appeal, and for all other damages allegedly resulting from the business decisions and actions of CCX or its employees during, out of or related to the relationship between ACOSTA and CCX.

In exchange for ACOSTA's consideration described above, as well as for ACOSTA's other promises in this Agreement, CCX further agrees that by the end of the second business day after counsel for CCX's receipt of the items required under Paragraph 3 of this Agreement, it will also deliver, via wire transfer to the Bush Gottlieb Client Trust Account, [REDACTED] for ACOSTA's attorneys' fees and costs.

The request for dismissal as set forth in Paragraph 3 above will not be filed any sooner than one week after payments are made in full pursuant to this section.

ACOSTA understands and agrees that the payments provided in this Agreement are all the monies that will be paid by CCX to him in connection with the DLSE award and Appeal; that the payments shall be in settlement of ACOSTA's DLSE award and his claims against CCX, including any for alleged misclassification, unpaid wages, unlawful deductions and reimbursable expenses, statutory and civil penalties through the date he signs this Agreement; and that the payments being provided are not required under CCX's normal policies or procedures.

#### 5. TAX INDEMNIFICATION

ACOSTA agrees that he is solely responsible for all tax obligations, including, but not limited to, all payment obligations, which may arise as a consequence of this settlement. ACOSTA further agrees promptly to pay any tax obligations that arise as a consequence of this Agreement. ACOSTA further agrees not to seek or make any claim against the Releasees, as defined below, for any loss, cost, damage or expense if a claim or adverse determination is made in connection with the non-withholding or other tax treatment of any of the proceeds of this settlement or any portion thereof. ACOSTA understands and agrees that the Releasees, as defined below, shall not have any duty to defend against any claim or assertion in connection with the non-withholding or other tax treatment of the proceeds of this settlement or any portion thereof, and ACOSTA agrees to assume full responsibility for defending against any such claim or assertion.

6. CONFIDENTIALITY

ACOSTA represents and agrees that he will not issue any press or other media releases, initiate any contact with the press or other media, or utilize social media or other written forms of communication to disclose the terms or amount of the settlement contained in this Agreement. ACOSTA agrees not to share this written agreement with anyone other than his spouse, child, or close family member, legal counsel, financial advisors, and tax preparers. ACOSTA further agrees that he will not respond to any press or other media inquiry other than to say his dispute with CCX has been resolved and he cannot talk about it.

7. COMPLETE RELEASE

As a further material inducement to CCX to enter into this Agreement, ACOSTA does hereby, and for his heirs, representatives, executors, administrators, successors and assigns, release, acquit and forever discharge CCX, its predecessor and successor companies, their parents, related and affiliated companies, their subsidiaries and divisions, and their predecessor and successor companies, and each and all of the owners, stockholders, assigns, agents, directors, officers, employees, representatives, attorneys and subcontractors of or for all such business entities, and all persons acting by, through, under or in concert with any of them, including individual defendant Jim DeGraw (collectively "Releasees"), and each of them, from any and all grievances, charges, complaints, claims, penalties, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including attorneys' fees and costs actually incurred), of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, including, but by no means limited to, rights arising out of the alleged commission of any tort; violation of any contracts, express or implied, any covenant of good faith and fair dealing, express or implied; violation of any public policy; or violation of any federal, state or other governmental statute, regulation or ordinance, and any amendments thereto, including, but not limited to the federal Fair Labor Standards Act; California Labor Code Sections 96 through 98.2, et seq.; the federal National Labor Relations Act; the California Payment of Wages Law, California Labor Code §§ 200 *et seq.*, and §§ 203, 218, 218.5 and 226.8, in particular; California Labor Code §§ 300 *et seq.*; California Labor Code §§ 400 *et seq.*; California Working Hours Law, California Labor Code §§ 500 *et seq.*; California Labor Codes §§ 1102.5 and 1194; California Labor Code §§ 2802 and 2804; the California Unfair Competition Act, and in particular, California Bus. & Prof. Code §§ 17200 *et seq.*; the California Private Attorneys General Act of 2004, California Labor Code §§ 2698., *et seq.*; California Code of Civil Procedure § 1021.5; and any other provision of the California Labor Code or any applicable California Industrial Welfare Commission Wage Orders, in all of their iterations (hereinafter collectively, "Claim" or "Claims"), from the beginning of time to the date of execution hereof. This release waives any claim for reinstatement of employment or back pay in connection with any unfair labor practice charge or other Claim by or on behalf of ACOSTA.

8. UNKNOWN CLAIMS

ACOSTA expressly waives and relinquishes all rights and benefits afforded by any law designed to prevent the waiver of unknown claims, such as section 1542 of the Civil Code of the State of California, which states:

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

Thus, notwithstanding the provisions of any such law, and for the purposes of implementing a full and complete release and discharge of claims against the Releasees, ACOSTA expressly acknowledges that this Agreement is intended to include in its effect, without limitation, all Claims which he does not know or suspect to exist in his favor at the time of execution hereof, and that this Agreement extinguishes any such Claim or Claims.

9. NO OTHER FILINGS

ACOSTA represents that, other than the DLSE complaint giving rise to the DLSE award, he is not a named plaintiff, claimant or petitioner in any administrative or court action against CCX, and to the best of his knowledge and belief no other entity or person has filed any claims, charges or complaints against CCX, or any other of the Releasees, on his behalf with any local, state or federal government agency or court that is currently pending; and that any such claim, charge or complaint is waived pursuant to the release set forth in Paragraph 7. ACOSTA agrees that if he is ever awarded or recovers any amount in connection with any Claim found to have been waived in this Agreement, whether as a result of an action brought by himself or by another in any representative capacity, the amount of the award or recovery shall be reduced by the Total Settlement Amount, increased appropriately for the time value of money, using the maximum legal interest rate.

10. NO REPRESENTATIONS

ACOSTA acknowledges that, except as expressly set forth herein, no representations, promises, or inducements of any kind or character have been made to him by CCX or any of the other Releasees to induce the execution of this Agreement, or with regard to the subject matter, basis or effect of this Agreement or otherwise.

11. ATTORNEYS' FEES AND COSTS

ACOSTA acknowledges and agrees that, except as expressly provided in Paragraph 4, above, CCX shall not be required to pay any of his attorneys' fees or any other costs incurred in connection with his counsel's representation of him in the Appeal or any other matter. ACOSTA acknowledges and agrees that his counsel shall look solely to him for payment of such additional attorneys' fees and costs.

12. CONSULTATION WITH COUNSEL

ACOSTA represents that he has thoroughly discussed all aspects of this Agreement with his own attorneys, that he has carefully read or has had this Agreement translated for him, that he fully understands each of the provisions of this Agreement, and that he is voluntarily entering into this Agreement.

13. OWNERSHIP OF CLAIMS

ACOSTA represents and agrees that he has not heretofore assigned or transferred, or purported to have assigned or transferred, to any person or entity, any Claim or portion of any Claim or portion thereof or interest therein.

14. APPLICABLE LAW

This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of California.

15. INDEMNIFICATION

As a further material inducement to CCX to enter into this Agreement, ACOSTA agrees to indemnify and hold CCX harmless from and against any and all loss, costs, damages or expenses, including, without limitation, attorneys' fees incurred by it, arising out of any breach of this Agreement by ACOSTA or the fact that any representation made herein by ACOSTA was false when made, upon proof and final judgment by the Superior Court of Los Angeles, California or the appropriate court of appeal, and following the exhaustion of all appeals, that there was a breach of, or false representation made in connection with, this Agreement CCX agrees to indemnify and hold harmless ACOSTA from and against any and all loss, costs, damages or expenses, including, without limitation, attorneys' fees incurred by him, arising out of any breach of this Agreement by CCX or the fact that any representation made herein by CCX was false when made.

16. SUCCESSORS AND BINDING EFFECT

This Agreement shall be binding upon ACOSTA, and his heirs, representatives, executors, administrators and assigns, and shall inure to the benefit of each of the Releasees and their heirs, representatives, executors, administrators, successors and assigns. This Agreement shall be binding upon CCX, and shall inure to the benefit of ACOSTA and his heirs, representatives, executors, administrators, successors and assigns.

17. VALIDITY

Should any provision of this Agreement be declared or determined by any court, arbitrator or administrative law judge to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, terms or provisions shall be deemed not to be a part of this Agreement.

18. COUNTERPARTS

This Agreement may be signed in separate counterparts, which together shall constitute one instrument.

19. FACSIMILE OR PDF SIGNATURES

A signed facsimile or PDF version of this Agreement shall have the same force and effect as a signed original of this Agreement.

20. ENTIRE AGREEMENT

This is the entire Agreement between the parties hereto and fully supersedes any and all prior agreements or understandings between each of them pertaining to its subject matter. No promises to any party have been made other than those in this Agreement. This Agreement can be modified or amended only in writing (not orally), and any such modification or amendment must be signed by an officer of CCX and by ACOSTA and must be labeled as an amendment of this Agreement.

**[SIGNATURES ON NEXT PAGE]**

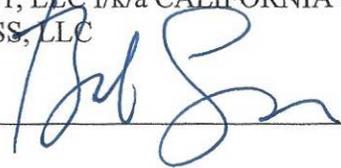
**PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE  
OF ALL KNOWN AND UNKNOWN CLAIMS.**

Executed at Glendale, California, on February 4, 2020.

  
\_\_\_\_\_  
FLAVIO ACOSTA

Executed at Long Beach, California, on February 7, 2020.

CCX2931, LLC f/k/a CALIFORNIA CARTAGE  
EXPRESS, LLC

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

STATEMENT AND AGREEMENT OF COUNSEL

The undersigned, whose law firms have represented ACOSTA herein, approve the foregoing Agreement as to form and content, and verify that the Agreement has been translated and/or fully explained to ACOSTA. Additionally, it is agreed that other than provided in Paragraph 4 of the Agreement, CCX shall not be required to make any payment of ACOSTA's attorneys' fees, and the law firms shall look solely to ACOSTA for payment of such additional attorneys' fees and costs.

The undersigned further agree that they and their law firms will not publicize, issue any press or other media releases, or initiate any contact with the press or other media about the DLSE award, the Appeal, and/or the amount or terms of this Agreement. In addition, they and their law firms will not respond to any press or other media inquiry about the DLSE award, the Appeal, and/or the amount or terms of this Agreement other than to say the dispute has been resolved and they cannot talk about it. Prohibited publications include, but are not limited to, marketing materials and firm website postings.

Dated: February 4, 2020

BUSH GOTTLIEB

By:

  
JULIE GUTMAN DICKINSON

HADSELL STORMER RENICK & DAI LLP

By:

  
CORNELIA DAI

Attorneys for FLAVIO ACOSTA

## SETTLEMENT AGREEMENT AND GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE (“Agreement”) is made and entered into by and between **JULIO CONTRERAS** (hereinafter, “CONTRERAS”) and CCX2931, LLC f/k/a CALIFORNIA CARTAGE EXPRESS, LLC (hereinafter, “CCX”).

### WITNESSETH:

WHEREAS, on or about January 16, 2019, CCX filed an appeal with a bond in the Superior Court of the State of California for the County of Los Angeles seeking de novo review of the Division of Labor Standards Enforcement award (the “DLSE award”) in favor of CONTRERAS, which is designated as Case No. 19LBCP00015 (the “Appeal”); and

WHEREAS, the parties hereto desire to settle fully and finally all differences arising during, out of or related to the work relationship between the Parties, and alleged employment of CONTRERAS by CCX, including those embodied in the DLSE award and the Appeal;

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained, it is agreed as follows:

1. NO ADMISSION OF LIABILITY

This Agreement shall not in any way be construed as an admission by CCX of any liability or violation of any law whatsoever, or as an admission by CCX of any wrongful acts whatsoever committed by it or any of its current or former employees or any of the other Releasees, as defined below, against CONTRERAS, or against any other persons, and CCX specifically disclaims any liability to CONTRERAS, or to any other persons or entities, including any based on alleged misclassification as an independent contractor.

2. CONSIDERATION BY CONTRERAS

In exchange for the payment to be made by CCX, as well as for CCX’s other promises in this Agreement, CONTRERAS agrees: (1) to deliver to counsel for CCX a signed original of this Agreement; (2) to authorize his counsel to sign a consent to CCX’s request for dismissal of the Appeal with prejudice and without entry of judgment under California Labor Code section 98.2(b); and (3) that counsel for CCX is authorized to take all actions necessary to secure the dismissal of the Appeal bond and to have the Appeal bond nullified and expunged.

3. CONSIDERATION BY CCX

In exchange for CONTRERAS’s consideration described above, as well as for CONTRERAS’s other promises in this Agreement, CCX agrees that by the end of the second business day after counsel for CCX’s receipt of the items required under Paragraph 2 of this Agreement, it will deliver to counsel for CONTRERAS, via check addressed to JULIO CONTRERAS in the amount of [REDACTED]

[REDACTED] without withholding or deducting any amount, in compromise of the disputed amount of CONTRERAS's DLSE award, including for alleged unpaid wages, unreimbursed business expenses, interest and statutory and civil penalties related to the claims in the Appeal, and for all other damages allegedly resulting from the business decisions and actions of CCX or its employees during, out of or related to the relationship between CONTRERAS and CCX.

In exchange for CONTRERAS's consideration described above, as well as for CONTRERAS's other promises in this Agreement, CCX further agrees that by the end of the second business day after counsel for CCX's receipt of the items required under Paragraph 2 of this Agreement, it will also deliver, via wire transfer to the Bush Gottlieb Client Trust Account, [REDACTED] for CONTRERAS's attorneys' fees and costs.

The request for dismissal as set forth in Paragraph 2 above will not be filed any sooner than one week after payments are made in full pursuant to this section.

CONTRERAS understands and agrees that the payment provided in this Agreement is all the monies that will be paid by CCX to him in connection with the DLSE award and Appeal; that the payment shall be in settlement of CONTRERAS's DLSE award and his claims against CCX, including any for alleged misclassification, unpaid wages, unlawful deductions and reimbursable expenses, statutory and civil penalties through the date he signs this Agreement; and that the payment being provided is not required under CCX's normal policies or procedures.

#### 4. TAX INDEMNIFICATION

CONTRERAS agrees that he is solely responsible for all tax obligations, including, but not limited to, all payment obligations, which may arise as a consequence of this settlement. CONTRERAS further agrees promptly to pay any tax obligations that arise as a consequence of this Agreement. CONTRERAS further agrees not to seek or make any claim against the Releasees, as defined below, for any loss, cost, damage or expense if a claim or adverse determination is made in connection with the non-withholding or other tax treatment of any of the proceeds of this settlement or any portion thereof. CONTRERAS understands and agrees that the Releasees, as defined below, shall not have any duty to defend against any claim or assertion in connection with the non-withholding or other tax treatment of the proceeds of this settlement or any portion thereof, and CONTRERAS agrees to assume full responsibility for defending against any such claim or assertion.

#### 5. CONFIDENTIALITY

CONTRERAS represents and agrees that he will not issue any press or other media releases, initiate any contact with the press or other media, or utilize social media or other written forms of communication to disclose the terms or amount of the settlement contained in this Agreement. CONTRERAS agrees not to share this written agreement with anyone other than his spouse, child, or close family member, legal counsel, financial advisors, and tax

preparers. CONTRERAS further agrees that he will not respond to any press or other media inquiry other than to say his dispute with CCX has been resolved and he cannot talk about it.

#### 6. COMPLETE RELEASE

As a further material inducement to CCX to enter into this Agreement, CONTRERAS does hereby, and for his heirs, representatives, executors, administrators, successors and assigns, release, acquit and forever discharge CCX, its predecessor and successor companies, their parents, related and affiliated companies, their subsidiaries and divisions, and their predecessor and successor companies, and each and all of the owners, stockholders, assigns, agents, directors, officers, employees, representatives, attorneys and subcontractors of or for all such business entities, and all persons acting by, through, under or in concert with any of them, including individual defendant Jim DeGraw (collectively "Releasees"), and each of them, from any and all grievances, charges, complaints, claims, penalties, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including attorneys' fees and costs actually incurred), of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, including, but by no means limited to, rights arising out of the alleged commission of any tort; violation of any contracts, express or implied, any covenant of good faith and fair dealing, express or implied; violation of any public policy; or violation of any federal, state or other governmental statute, regulation or ordinance, and any amendments thereto, including, but not limited to the federal Fair Labor Standards Act; California Labor Code Sections 96 through 98.2, et seq.; the federal National Labor Relations Act; the California Payment of Wages Law, California Labor Code §§ 200 et seq., and §§ 203, 218, 218.5 and 226.8, in particular; California Labor Code §§ 300 et seq.; California Labor Code §§ 400 et seq.; California Working Hours Law, California Labor Code §§ 500 et seq.; California Labor Codes §§ 1102.5 and 1194; California Labor Code §§ 2802 and 2804; the California Unfair Competition Act, and in particular, California Bus. & Prof. Code §§ 17200 et seq.; the California Private Attorneys General Act of 2004, California Labor Code §§ 2698., et seq.; California Code of Civil Procedure § 1021.5; and any other provision of the California Labor Code or any applicable California Industrial Welfare Commission Wage Orders, in all of their iterations (hereinafter collectively, "Claim" or "Claims"), from the beginning of time to the date of execution hereof. This release waives any claim for reinstatement of employment or back pay in connection with any unfair labor practice charge or other Claim by or on behalf of CONTRERAS .

#### 7. UNKNOWN CLAIMS

CONTRERAS expressly waives and relinquishes all rights and benefits afforded by any law designed to prevent the waiver of unknown claims, such as section 1542 of the Civil Code of the State of California, which states:

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

Thus, notwithstanding the provisions of any such law, and for the purposes of implementing a full and complete release and discharge of claims against the Releasees, CONTRERAS expressly acknowledges that this Agreement is intended to include in its effect, without limitation, all Claims which he does not know or suspect to exist in his favor at the time of execution hereof, and that this Agreement extinguishes any such Claim or Claims.

8. NO OTHER FILINGS

CONTRERAS represents that, other than the DLSE complaint giving rise to the DLSE award, he is not a named plaintiff, claimant or petitioner in any administrative or court action against CCX, and to the best of his knowledge and belief no other entity or person has filed any claims, charges or complaints against CCX, or any other of the Releasees, on his behalf with any local, state or federal government agency or court that is currently pending; and that any such claim, charge or complaint is waived pursuant to the release set forth in Paragraph 6. CONTRERAS agrees that if he is ever awarded or recovers any amount in connection with any Claim found to have been waived in this Agreement, whether as a result of an action brought by himself or by another in any representative capacity, the amount of the award or recovery shall be reduced by the Total Settlement Amount, increased appropriately for the time value of money, using the maximum legal interest rate.

9. NO REPRESENTATIONS

CONTRERAS acknowledges that, except as expressly set forth herein, no representations, promises, or inducements of any kind or character have been made to him by CCX or any of the other Releasees to induce the execution of this Agreement, or with regard to the subject matter, basis or effect of this Agreement or otherwise.

10. ATTORNEYS' FEES AND COSTS

CONTRERAS acknowledges and agrees that, except as expressly provided in Paragraph 3, above, CCX shall not be required to pay any of his attorneys' fees or any other costs incurred in connection with his counsel's representation of him in the Appeal or any other matter. CONTRERAS acknowledges and agrees that his counsel shall look solely to him for payment of such additional attorneys' fees and costs.

11. CONSULTATION WITH COUNSEL

CONTRERAS represents that he has thoroughly discussed all aspects of this Agreement with his own attorneys, that he has carefully read or has had this Agreement translated for him, that he fully understands each of the provisions of this Agreement, and that he is voluntarily entering into this Agreement.

12. OWNERSHIP OF CLAIMS

CONTRERAS represents and agrees that he has not heretofore assigned or transferred, or purported to have assigned or transferred, to any person or entity, any Claim or portion of any Claim or portion thereof or interest therein.

13. APPLICABLE LAW

This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of California.

14. INDEMNIFICATION

As a further material inducement to CCX to enter into this Agreement, CONTRERAS agrees to indemnify and hold CCX harmless from and against any and all loss, costs, damages or expenses, including, without limitation, attorneys' fees incurred by it, arising out of any breach of this Agreement by CONTRERAS or the fact that any representation made herein by CONTRERAS was false when made, upon proof and final judgment by the Superior Court of Los Angeles, California or the appropriate court of appeal, and following the exhaustion of all appeals, that there was a breach of, or false representation made in connection with, this Agreement. CCX agrees to indemnify and hold harmless CONTRERAS from and against any and all loss, costs, damages or expenses, including, without limitation, attorneys' fees incurred by him, arising out of any breach of this Agreement by CCX or the fact that any representation made herein by CCX was false when made.

15. SUCCESSORS AND BINDING EFFECT

This Agreement shall be binding upon CONTRERAS, and his heirs, representatives, executors, administrators and assigns, and shall inure to the benefit of each of the Releasees and their heirs, representatives, executors, administrators, successors and assigns. This Agreement shall be binding upon CCX, and shall inure to the benefit of CONTRERAS and his heirs, representatives, executors, administrators, successors and assigns.

16. VALIDITY

Should any provision of this Agreement be declared or determined by any court, arbitrator or administrative law judge to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, terms or provisions shall be deemed not to be a part of this Agreement.

17. COUNTERPARTS

This Agreement may be signed in separate counterparts, which together shall constitute one instrument.

18. FACSIMILE OR PDF SIGNATURES

A signed facsimile or PDF version of this Agreement shall have the same force and effect as a signed original of this Agreement.

19. ENTIRE AGREEMENT

This is the entire Agreement between the parties hereto and fully supersedes any and all prior agreements or understandings between each of them pertaining to its subject matter.

No promises to any party have been made other than those in this Agreement. This Agreement can be modified or amended only in writing (not orally), and any such modification or amendment must be signed by an officer of CCX and by CONTRERAS and must be labeled as an amendment of this Agreement.

**[SIGNATURES ON NEXT PAGE]**

**PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE  
OF ALL KNOWN AND UNKNOWN CLAIMS.**

Executed at Glendale, California, on February 6, 2020.

  
\_\_\_\_\_  
JULIO CONTRERAS

Executed at Long Beach, California, on February 7, 2020.

CCX2931, LLC f/k/a CALIFORNIA CARTAGE  
EXPRESS, LLC

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

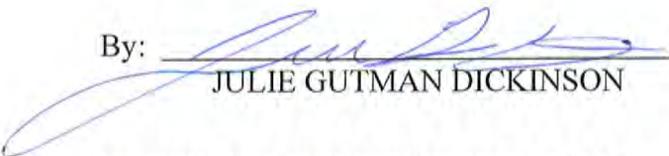
STATEMENT AND AGREEMENT OF COUNSEL

The undersigned, whose law firms have represented CONTRERAS herein, approve the foregoing Agreement as to form and content, and verify that the Agreement has been translated and/or fully explained to CONTRERAS. Additionally, it is agreed that other than provided in Paragraph 3 of the Agreement, CCX shall not be required to make any payment of CONTRERAS's attorneys' fees, and the law firms shall look solely to CONTRERAS for payment of such additional attorneys' fees and costs.

The undersigned further agree that they and their law firms will not publicize, issue any press or other media releases, or initiate any contact with the press or other media about the DLSE award, the Appeal, and/or the amount or terms of this Agreement. In addition, they and their law firms will not respond to any press or other media inquiry about the DLSE award, the Appeal, and/or the amount or terms of this Agreement other than to say the dispute has been resolved and they cannot talk about it. Prohibited publications include, but are not limited to, marketing materials and firm website postings.

Dated: February 6, 2020

BUSH GOTTLIEB

By:   
JULIE GUTMAN DICKINSON

HADSELL STORMER RENICK & DAI LLP

By:   
CORNELIA DAI

Attorneys for JULIO CONTRERAS

## SETTLEMENT AGREEMENT AND GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE (“Agreement”) is made and entered into by and between **JESUS MALDONADO** (hereinafter, “MALDONADO”) and CCX2931, LLC f/k/a CALIFORNIA CARTAGE EXPRESS, LLC (hereinafter, “CCX”).

### WITNESSETH:

WHEREAS, on or about January 16, 2019, CCX filed an appeal with a bond in the Superior Court of the State of California for the County of Los Angeles seeking de novo review of the Division of Labor Standards Enforcement award (the “DLSE award”) in favor of MALDONADO, which is designated as Case No. 19LBCP00018 (the “Appeal”); and

WHEREAS, the parties hereto desire to settle fully and finally all differences arising during, out of or related to the work relationship between the Parties, and alleged employment of MALDONADO by CCX, including those embodied in the DLSE award and the Appeal;

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained, it is agreed as follows:

1. NO ADMISSION OF LIABILITY

This Agreement shall not in any way be construed as an admission by CCX of any liability or violation of any law whatsoever, or as an admission by CCX of any wrongful acts whatsoever committed by it or any of its current or former employees or any of the other Releasees, as defined below, against MALDONADO, or against any other persons, and CCX specifically disclaims any liability to MALDONADO, or to any other persons or entities, including any based on alleged misclassification as an independent contractor.

2. TERMINATION OF INDEPENDENT CONTRACTOR AGREEMENT

MALDONADO represents, understands and agrees that his independent contractor agreement with CCX will be terminated effective seven calendar days after the payment required under Paragraph 4 of this Agreement has been delivered to MALDONADO’S counsel.

3. CONSIDERATION BY MALDONADO

In exchange for the payment to be made by CCX, as well as for CCX’s other promises in this Agreement, MALDONADO agrees: (1) to deliver to counsel for CCX a signed original of this Agreement; (2) to authorize his counsel to sign a consent to CCX’s request for dismissal of the Appeal with prejudice and without entry of judgment under California Labor Code section 98.2(b); and (3) that counsel for CCX is authorized to take all actions necessary to secure the dismissal of the Appeal bond and to have the Appeal bond nullified and expunged.

4. CONSIDERATION BY CCX

In exchange for MALDONADO's consideration described above, as well as for MALDONADO's other promises in this Agreement, CCX agrees that by the end of the second business day after counsel for CCX's receipt of the items required under Paragraph 3 of this Agreement, it will deliver to counsel for MALDONADO, via check addressed to JESUS MALDONADO in the amount of [REDACTED] without withholding or deducting any amount, in compromise of the disputed amount of MALDONADO's DLSE award, including for alleged unpaid wages, unreimbursed business expenses, interest and statutory and civil penalties related to the claims in the Appeal, and for all other damages allegedly resulting from the business decisions and actions of CCX or its employees during, out of or related to the relationship between MALDONADO and CCX.

In exchange for MALDONADO's consideration described above, as well as for MALDONADO's other promises in this Agreement, CCX further agrees that by the end of the second business day after counsel for CCX's receipt of the items required under Paragraph 3 of this Agreement, it will also deliver, via wire transfer to the Bush Gottlieb Client Trust Account, [REDACTED] for MALDONADO's attorneys' fees and costs.

The request for dismissal as set forth in Paragraph 3 above will not be filed any sooner than one week after payments are made in full pursuant to this section.

MALDONADO understands and agrees that the payments provided in this Agreement are all the monies that will be paid by CCX to him in connection with the DLSE award and Appeal; that the payments shall be in settlement of MALDONADO's DLSE award and his claims against CCX, including any for alleged misclassification, unpaid wages, unlawful deductions and reimbursable expenses, statutory and civil penalties through the date he signs this Agreement; and that the payments being provided are not required under CCX's normal policies or procedures.

5. TAX INDEMNIFICATION

MALDONADO agrees that he is solely responsible for all tax obligations, including, but not limited to, all payment obligations, which may arise as a consequence of this settlement. MALDONADO further agrees promptly to pay any tax obligations that arise as a consequence of this Agreement. MALDONADO further agrees not to seek or make any claim against the Releasees, as defined below, for any loss, cost, damage or expense if a claim or adverse determination is made in connection with the non-withholding or other tax treatment of any of the proceeds of this settlement or any portion thereof. MALDONADO understands and agrees that the Releasees, as defined below, shall not have any duty to defend against any claim or assertion in connection with the non-withholding or other tax treatment of the proceeds of this settlement or any portion thereof, and MALDONADO agrees to assume full responsibility for defending against any such claim or assertion.

6. CONFIDENTIALITY

MALDONADO represents and agrees that he will not issue any press or other media releases, initiate any contact with the press or other media, or utilize social media or other written forms of communication to disclose the terms or amount of the settlement contained in this Agreement. MALDONADO agrees not to share this written agreement with anyone other than his spouse, child, or close family member, legal counsel, financial advisors, and tax preparers. MALDONADO further agrees that he will not respond to any press or other media inquiry other than to say his dispute with CCX has been resolved and he cannot talk about it.

7. COMPLETE RELEASE

As a further material inducement to CCX to enter into this Agreement, MALDONADO does hereby, and for his heirs, representatives, executors, administrators, successors and assigns, release, acquit and forever discharge CCX, its predecessor and successor companies, their parents, related and affiliated companies, their subsidiaries and divisions, and their predecessor and successor companies, and each and all of the owners, stockholders, assigns, agents, directors, officers, employees, representatives, attorneys and subcontractors of or for all such business entities, and all persons acting by, through, under or in concert with any of them, including individual defendant Jim DeGraw (collectively "Releasees"), and each of them, from any and all grievances, charges, complaints, claims, penalties, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including attorneys' fees and costs actually incurred), of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, including, but by no means limited to, rights arising out of the alleged commission of any tort; violation of any contracts, express or implied, any covenant of good faith and fair dealing, express or implied; violation of any public policy; or violation of any federal, state or other governmental statute, regulation or ordinance, and any amendments thereto, including, but not limited to the federal Fair Labor Standards Act; California Labor Code Sections 96 through 98.2, et seq.; the federal National Labor Relations Act; the California Payment of Wages Law, California Labor Code §§ 200 et seq., and §§ 203, 218, 218.5 and 226.8, in particular; California Labor Code §§ 300 et seq.; California Labor Code §§ 400 et seq.; California Working Hours Law, California Labor Code §§ 500 et seq.; California Labor Codes §§ 1102.5 and 1194; California Labor Code §§ 2802 and 2804; the California Unfair Competition Act, and in particular, California Bus. & Prof. Code §§ 17200 et seq.; the California Private Attorneys General Act of 2004, California Labor Code §§ 2698., et seq.; California Code of Civil Procedure § 1021.5; and any other provision of the California Labor Code or any applicable California Industrial Welfare Commission Wage Orders, in all of their iterations (hereinafter collectively, "Claim" or "Claims"), from the beginning of time to the date of execution hereof. This release waives any claim for reinstatement of employment or back pay in connection with any unfair labor practice charge or other Claim by or on behalf of MALDONADO.

8. UNKNOWN CLAIMS

MALDONADO expressly waives and relinquishes all rights and benefits afforded by any law designed to prevent the waiver of unknown claims, such as section 1542 of the Civil Code of the State of California, which states:

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

Thus, notwithstanding the provisions of any such law, and for the purposes of implementing a full and complete release and discharge of claims against the Releasees, MALDONADO expressly acknowledges that this Agreement is intended to include in its effect, without limitation, all Claims which he does not know or suspect to exist in his favor at the time of execution hereof, and that this Agreement extinguishes any such Claim or Claims.

9. NO OTHER FILINGS

MALDONADO represents that, other than the DLSE complaint giving rise to the DLSE award, he is not a named plaintiff, claimant or petitioner in any administrative or court action against CCX, and to the best of his knowledge and belief no other entity or person has filed any claims, charges or complaints against CCX, or any other of the Releasees, on his behalf with any local, state or federal government agency or court that is currently pending; and that any such claim, charge or complaint is waived pursuant to the release set forth in Paragraph 7. MALDONADO agrees that if he is ever awarded or recovers any amount in connection with any Claim found to have been waived in this Agreement, whether as a result of an action brought by himself or by another in any representative capacity, the amount of the award or recovery shall be reduced by the Total Settlement Amount, increased appropriately for the time value of money, using the maximum legal interest rate.

10. NO REPRESENTATIONS

MALDONADO acknowledges that, except as expressly set forth herein, no representations, promises, or inducements of any kind or character have been made to him by CCX or any of the other Releasees to induce the execution of this Agreement, or with regard to the subject matter, basis or effect of this Agreement or otherwise.

11. ATTORNEYS' FEES AND COSTS

MALDONADO acknowledges and agrees that, except as expressly provided in Paragraph 4, above, CCX shall not be required to pay any of his attorneys' fees or any other costs incurred in connection with his counsel's representation of him in the Appeal or any other matter. MALDONADO acknowledges and agrees that his counsel shall look solely to him for payment of such additional attorneys' fees and costs.

12. CONSULTATION WITH COUNSEL

MALDONADO represents that he has thoroughly discussed all aspects of this Agreement with his own attorneys, that he has carefully read or has had this Agreement translated for him, that he fully understands each of the provisions of this Agreement, and that he is voluntarily entering into this Agreement.

13. OWNERSHIP OF CLAIMS

MALDONADO represents and agrees that he has not heretofore assigned or transferred, or purported to have assigned or transferred, to any person or entity, any Claim or portion of any Claim or portion thereof or interest therein.

14. APPLICABLE LAW

This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of California.

15. INDEMNIFICATION

As a further material inducement to CCX to enter into this Agreement, MALDONADO agrees to indemnify and hold CCX harmless from and against any and all loss, costs, damages or expenses, including, without limitation, attorneys' fees incurred by it, arising out of any breach of this Agreement by MALDONADO or the fact that any representation made herein by MALDONADO was false when made, upon proof and final judgment by the Superior Court of Los Angeles, California or the appropriate court of appeal, and following the exhaustion of all appeals, that there was a breach of, or false representation made in connection with, this Agreement. CCX agrees to indemnify and hold harmless MALDONADO from and against any and all loss, costs, damages or expenses, including, without limitation, attorneys' fees incurred by him, arising out of any breach of this Agreement by CCX or the fact that any representation made herein by CCX was false when made.

16. SUCCESSORS AND BINDING EFFECT

This Agreement shall be binding upon MALDONADO, and his heirs, representatives, executors, administrators and assigns, and shall inure to the benefit of each of the Releasees and their heirs, representatives, executors, administrators, successors and assigns. This Agreement shall be binding upon CCX, and shall inure to the benefit of MALDONADO and his heirs, representatives, executors, administrators, successors and assigns.

17. VALIDITY

Should any provision of this Agreement be declared or determined by any court, arbitrator or administrative law judge to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, terms or provisions shall be deemed not to be a part of this Agreement.

18. COUNTERPARTS

This Agreement may be signed in separate counterparts, which together shall constitute one instrument.

19. FACSIMILE OR PDF SIGNATURES

A signed facsimile or PDF version of this Agreement shall have the same force and effect as a signed original of this Agreement.

20. ENTIRE AGREEMENT

This is the entire Agreement between the parties hereto and fully supersedes any and all prior agreements or understandings between each of them pertaining to its subject matter. No promises to any party have been made other than those in this Agreement. This Agreement can be modified or amended only in writing (not orally), and any such modification or amendment must be signed by an officer of CCX and by MALDONADO and must be labeled as an amendment of this Agreement.

**[SIGNATURES ON NEXT PAGE]**

**PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE  
OF ALL KNOWN AND UNKNOWN CLAIMS.**

Executed at Glendale, California, on February 5, 2020.

  
\_\_\_\_\_  
JESUS MALDONADO

Executed at Long Beach, California, on February 7, 2020.

CCX2931, LLC f/k/a CALIFORNIA CARTAGE  
EXPRESS, LLC

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

STATEMENT AND AGREEMENT OF COUNSEL

The undersigned, whose law firms have represented MALDONADO herein, approve the foregoing Agreement as to form and content, and verify that the Agreement has been translated and/or fully explained to MALDONADO. Additionally, it is agreed that other than provided in Paragraph 4 of the Agreement, CCX shall not be required to make any payment of MALDONADO's attorneys' fees, and the law firms shall look solely to MALDONADO for payment of such additional attorneys' fees and costs.

The undersigned further agree that they and their law firms will not publicize, issue any press or other media releases, or initiate any contact with the press or other media about the DLSE award, the Appeal, and/or the amount or terms of this Agreement. In addition, they and their law firms will not respond to any press or other media inquiry about the DLSE award, the Appeal, and/or the amount or terms of this Agreement other than to say the dispute has been resolved and they cannot talk about it. Prohibited publications include, but are not limited to, marketing materials and firm website postings.

Dated: February 5, 2020

BUSH GOTTLIEB

By:   
JULIE GUTMAN DICKINSON

HADSELL STORMER RENICK & DAI LLP

By:   
CORNELIA DAI

Attorneys for JESUS MALDONADO

## SETTLEMENT AGREEMENT AND GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE (“Agreement”) is made and entered into by and between RAMON PEREZ REYES (hereinafter, “REYES”) and CM 2931, LLC f/k/a CALIFORNIA MULTIMODAL, LLC (hereinafter, “CMI”).

### WITNESSETH:

WHEREAS, on or about January 11, 2019, CMI and its affiliated entities, CCX2931, LLC f/k/a CALIFORNIA CARTAGE EXPRESS, LLC and CAL CARTAGE TRANSPORTATION EXPRESS (hereinafter “CCX”), filed appeals with bonds in the Superior Court of the State of California for the County of Los Angeles seeking de novo review of the Division of Labor Standards Enforcement awards (the “DLSE awards”) in favor of REYES, which are designated as Case Nos. 19LBCP00034 and 19LBCP00021 (the “Appeals”); and

WHEREAS, the parties hereto desire to settle fully and finally all differences arising during, out of or related to the work relationship between the Parties, and alleged employment of REYES by CMI, including those embodied in the DLSE awards and the Appeals;

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained, it is agreed as follows:

1. NO ADMISSION OF LIABILITY

This Agreement shall not in any way be construed as an admission by CMI of any liability or violation of any law whatsoever, or as an admission by CMI of any wrongful acts whatsoever committed by it or any of its current or former employees or any of the other Releasees, as defined below, against REYES, or against any other persons, and CMI specifically disclaims any liability to REYES, or to any other persons or entities, including any based on alleged misclassification as an independent contractor.

2. TERMINATION OF INDEPENDENT CONTRACTOR AGREEMENT;  
NO FUTURE INDEPENDENT CONTRACTOR OR EMPLOYMENT  
RELATIONSHIP

REYES represents, understands and agrees that his “Independent Contractor Agreement” with CCX will be terminated effective seven calendar days after the payment required under Paragraph 4 of this Agreement has been delivered to REYES’s counsel. REYES further agrees that he will not knowingly seek an independent contractor or employment relationship with CCX, or any of the other Releasees, at any time in the future, and if he requests an independent contractor agreement or applies for employment with CCX or any of the other Releasees, that he will not allege that his failure to be given an independent contractor agreement or to be hired was unlawful in any way.

3. CONSIDERATION BY REYES

In exchange for the payment to be made by CMI, as well as for CMI's other promises in this Agreement, REYES agrees: (1) to deliver to counsel for CMI a signed original of this Agreement; (2) to authorize his counsel to sign a consent to CMI's request for dismissal of the Appeals with prejudice and without entry of judgment under California Labor Code section 98.2(b); and (3) that counsel for CMI is authorized to take all actions necessary to secure the dismissal of the Appeals bonds and to have the Appeals bonds nullified and expunged.

4. CONSIDERATION BY CMI

In exchange for REYES's consideration described above, as well as for REYES's other promises in this Agreement, CMI agrees that by the end of the second business day after counsel for CMI's receipt of the items required under Paragraph 3 of this Agreement, it will deliver to counsel for REYES, via wire transfer or check to the Bush Gottlieb Client Trust Account, the total amount of [REDACTED]

[REDACTED] ("**Total Settlement Amount**"), without withholding or deducting any amount. It is understood that this amount will be allocated as follows: [REDACTED]

[REDACTED] for REYES, in compromise of the disputed amount of REYES's DLSE awards, including for alleged unpaid wages, unreimbursed business expenses, interest and statutory and civil penalties related to the claims in the Appeals, and for all other damages allegedly resulting from the business decisions and actions of CMI or its employees during, out of or related to the relationship between REYES and CMI, and (b) [REDACTED] for REYES's attorneys' fees and costs. The request for dismissal as set forth in Paragraph 3 above will not be filed any sooner than one week after payment is made in full pursuant to this section.

REYES understands and agrees that the payment provided in this Agreement is all the monies that will be paid by CMI to him in connection with the DLSE awards and Appeals; that the payment shall be in settlement of REYES's DLSE awards and his claims against CMI, including any for alleged misclassification, unpaid wages, unlawful deductions and reimbursable expenses, statutory and civil penalties through the date he signs this Agreement; and that the payment being provided is not required under CMI's normal policies or procedures.

5. TAX INDEMNIFICATION

REYES agrees that he is solely responsible for all tax obligations, including, but not limited to, all payment obligations, which may arise as a consequence of this settlement. REYES further agrees promptly to pay any tax obligations that arise as a consequence of this Agreement. REYES further agrees not to seek or make any claim against the Releasees, as defined below, for any loss, cost, damage or expense if a claim or adverse determination is made in connection with the non-withholding or other tax treatment of any of the proceeds of this settlement or any portion thereof. REYES understands and agrees that the Releasees, as defined below, shall not have any duty to defend against any claim or assertion in connection with the non-withholding or other tax treatment of the proceeds of this settlement or any portion thereof,

and REYES agrees to assume full responsibility for defending against any such claim or assertion.

## 6. CONFIDENTIALITY

REYES represents and agrees that he will not issue any press or other media releases, initiate any contact with the press or other media, or utilize social media or other written forms of communication to disclose the terms or amount of the settlement contained in this Agreement. REYES agrees not to share this written agreement with anyone other than his spouse, child, or close family member, legal counsel, financial advisors, and tax preparers. REYES further agrees that he will not respond to any press or other media inquiry other than to say his dispute with CMI has been resolved and he cannot talk about it.

## 7. COMPLETE RELEASE

As a further material inducement to CMI to enter into this Agreement, REYES does hereby, and for his heirs, representatives, executors, administrators, successors and assigns, release, acquit and forever discharge CMI, its predecessor and successor companies, their parents, related and affiliated companies, specifically including CCX, their subsidiaries and divisions, and their predecessor and successor companies, and each and all of the owners, stockholders, assigns, agents, directors, officers, employees, representatives, attorneys and subcontractors of or for all such business entities, and all persons acting by, through, under or in concert with any of them (collectively "Releasees"), and each of them, from any and all grievances, charges, complaints, claims, penalties, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including attorneys' fees and costs actually incurred), of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, including, but by no means limited to, rights arising out of the alleged commission of any tort; violation of any contracts, express or implied, any covenant of good faith and fair dealing, express or implied; violation of any public policy; or violation of any federal, state or other governmental statute, regulation or ordinance, and any amendments thereto, including, but not limited to the federal Fair Labor Standards Act; California Labor Code Sections 96 through 98.2, et seq.; the federal National Labor Relations Act; the California Payment of Wages Law, California Labor Code §§ 200 *et seq.*, and §§ 203, 218, 218.5 and 226.8, in particular; California Labor Code §§ 300 *et seq.*; California Labor Code §§ 400 *et seq.*; California Working Hours Law, California Labor Code §§ 500 *et seq.*; California Labor Codes §§ 1102.5 and 1194; California Labor Code §§ 2802 and 2804; the California Unfair Competition Act, and in particular, California Bus. & Prof. Code §§ 17200 *et seq.*; the California Private Attorneys General Act of 2004, California Labor Code §§ 2698., *et seq.*; California Code of Civil Procedure § 1021.5; and any other provision of the California Labor Code or any applicable California Industrial Welfare Commission Wage Orders, in all of their iterations (hereinafter collectively, "Claim" or "Claims"), from the beginning of time to the date of execution hereof. This release waives any claim for reinstatement of employment or back pay in connection with any unfair labor practice charge or other Claim by or on behalf of REYES.

8. UNKNOWN CLAIMS

REYES expressly waives and relinquishes all rights and benefits afforded by any law designed to prevent the waiver of unknown claims, such as section 1542 of the Civil Code of the State of California, which states:

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

Thus, notwithstanding the provisions of any such law, and for the purposes of implementing a full and complete release and discharge of claims against the Releasees, REYES expressly acknowledges that this Agreement is intended to include in its effect, without limitation, all Claims which he does not know or suspect to exist in his favor at the time of execution hereof, and that this Agreement extinguishes any such Claim or Claims.

9. NO OTHER FILINGS

REYES represents that, other than the DLSE complaint giving rise to the DLSE awards, he is not a named plaintiff, claimant or petitioner in any administrative or court action against CMI, and to the best of his knowledge and belief no other entity or person has filed any claims, charges or complaints against CMI, or any other of the Releasees, on his behalf with any local, state or federal government agency or court that is currently pending; and that any such claim, charge or complaint is waived pursuant to the release set forth in Paragraph 7. REYES agrees that if he is ever awarded or recovers any amount in connection with any Claim found to have been waived in this Agreement, whether as a result of an action brought by himself or by another in any representative capacity, the amount of the award or recovery shall be reduced by the Total Settlement Amount, increased appropriately for the time value of money, using the maximum legal interest rate.

10. NO REPRESENTATIONS

REYES acknowledges that, except as expressly set forth herein, no representations, promises, or inducements of any kind or character have been made to him by CMI or any of the other Releasees to induce the execution of this Agreement, or with regard to the subject matter, basis or effect of this Agreement or otherwise.

11. ATTORNEYS' FEES AND COSTS

REYES acknowledges and agrees that, except as expressly provided in Paragraph 4, above, CMI shall not be required to pay any of his attorneys' fees or any other costs incurred in connection with his counsel's representation of him in the Appeals or any other matter. REYES acknowledges and agrees that his counsel shall look solely to him for payment of such additional attorneys' fees and costs.

12. CONSULTATION WITH COUNSEL

REYES represents that he has thoroughly discussed all aspects of this Agreement with his own attorneys, that he has carefully read or has had this Agreement translated for him, that he fully understands each of the provisions of this Agreement, and that he is voluntarily entering into this Agreement.

13. OWNERSHIP OF CLAIMS

REYES represents and agrees that he has not heretofore assigned or transferred, or purported to have assigned or transferred, to any person or entity, any Claim or portion of any Claim or portion thereof or interest therein.

14. APPLICABLE LAW

This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of California.

15. INDEMNIFICATION

As a further material inducement to CMI to enter into this Agreement, REYES agrees to indemnify and hold CMI harmless from and against any and all loss, costs, damages or expenses, including, without limitation, attorneys' fees incurred by it, arising out of any breach of this Agreement by REYES or the fact that any representation made herein by REYES was false when made, upon proof and final judgment by the Superior Court of Los Angeles, California or the appropriate court of appeal, and following the exhaustion of all appeals, that there was a breach of, or false representation made in connection with, this Agreement CMI agrees to indemnify and hold harmless REYES from and against any and all loss, costs, damages or expenses, including, without limitation, attorneys' fees incurred by him, arising out of any breach of this Agreement by CMI or the fact that any representation made herein by CMI was false when made.

16. SUCCESSORS AND BINDING EFFECT

This Agreement shall be binding upon REYES, and his heirs, representatives, executors, administrators and assigns, and shall inure to the benefit of each of the Releasees and their heirs, representatives, executors, administrators, successors and assigns. This Agreement shall be binding upon CMI, and shall inure to the benefit of REYES and his heirs, representatives, executors, administrators, successors and assigns.

17. VALIDITY

Should any provision of this Agreement be declared or determined by any court, arbitrator or administrative law judge to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, terms or provisions shall be deemed not to be a part of this Agreement.

18. COUNTERPARTS

This Agreement may be signed in separate counterparts, which together shall constitute one instrument.

19. FACSIMILE OR PDF SIGNATURES

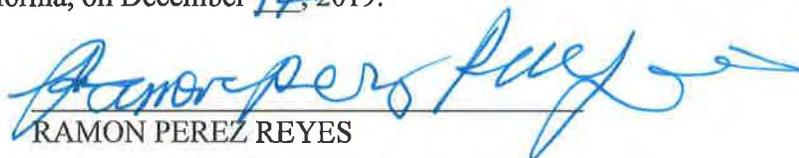
A signed facsimile or PDF version of this Agreement shall have the same force and effect as a signed original of this Agreement.

20. ENTIRE AGREEMENT

This is the entire Agreement between the parties hereto and fully supersedes any and all prior agreements or understandings between each of them pertaining to its subject matter. No promises to any party have been made other than those in this Agreement. This Agreement can be modified or amended only in writing (not orally), and any such modification or amendment must be signed by an officer of CMI and by REYES and must be labeled as an amendment of this Agreement.

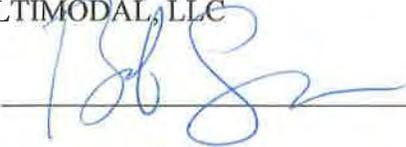
**PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.**

Executed at Glendale, California, on December 17, 2019.

  
RAMON PEREZ REYES

Executed at Long Beach, California, on December 20, 2019.

CM 2931, LLC f/k/a CALIFORNIA  
MULTIMODAL, LLC

By: 

STATEMENT AND AGREEMENT OF COUNSEL

The undersigned, whose law firms have represented REYES herein, approve the foregoing Agreement as to form and content, and verify that the Agreement has been translated and/or fully explained to REYES. Additionally, it is agreed that other than provided in Paragraph 4 of the Agreement, CMI shall not be required to make any payment of REYES's attorneys' fees, and the law firms shall look solely to REYES for payment of such additional attorneys' fees and costs.

The undersigned further agree that they and their law firms will not publicize, issue any press or other media releases, or initiate any contact with the press or other media about the DLSE awards, the Appeals, and/or the amount or terms of this Agreement. In addition, they and their law firms will not respond to any press or other media inquiry about the DLSE awards, the Appeals, and/or the amount or terms of this Agreement other than to say the dispute has been resolved and they cannot talk about it. Prohibited publications include, but are not limited to, marketing materials and firm website postings.

Dated: December 19, 2019

BUSH GOTTLIEB

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

  
JULIE GUTMAN DICKINSON

HADSELL STORMER RENICK & DAI LLP

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

  
CORNELIA DAI

Attorneys for RAMON PEREZ REYES

## SETTLEMENT AGREEMENT AND GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE (“Agreement”) is made and entered into by and between **GABRIEL ACOSTA** (hereinafter, “ACOSTA”) and CCX2931, LLC f/k/a CALIFORNIA CARTAGE EXPRESS, LLC (hereinafter, “CCX”).

### WITNESSETH:

WHEREAS, on or about January 16, 2019, CCX filed an appeal with a bond in the Superior Court of the State of California for the County of Los Angeles seeking de novo review of the Division of Labor Standards Enforcement award (the “DLSE award”) in favor of ACOSTA, which is designated as Case No. 19LBCP00023 (the “Appeal”); and

WHEREAS, the parties hereto desire to settle fully and finally all differences arising during, out of or related to the work relationship between the Parties, and alleged employment of ACOSTA by CCX, including those embodied in the DLSE award and the Appeal;

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained, it is agreed as follows:

1. NO ADMISSION OF LIABILITY

This Agreement shall not in any way be construed as an admission by CCX of any liability or violation of any law whatsoever, or as an admission by CCX of any wrongful acts whatsoever committed by it or any of its current or former employees or any of the other Releasees, as defined below, against ACOSTA, or against any other persons, and CCX specifically disclaims any liability to ACOSTA, or to any other persons or entities, including any based on alleged misclassification as an independent contractor.

2. CONSIDERATION BY ACOSTA

In exchange for the payment to be made by CCX, as well as for CCX’s other promises in this Agreement, ACOSTA agrees: (1) to deliver to counsel for CCX a signed original of this Agreement; (2) to authorize his counsel to sign a consent to CCX’s request for dismissal of the Appeal with prejudice and without entry of judgment under California Labor Code section 98.2(b); and (3) that counsel for CCX is authorized to take all actions necessary to secure the dismissal of the Appeal bond and to have the Appeal bond nullified and expunged.

3. CONSIDERATION BY CCX

In exchange for ACOSTA’s consideration described above, as well as for ACOSTA’s other promises in this Agreement, CCX agrees that by the end of the second business day after counsel for CCX’s receipt of the items required under Paragraph 2 of this Agreement, it will deliver to counsel for ACOSTA, via check addressed to GABRIEL ACOSTA in the amount of [REDACTED]

██████████ without withholding or deducting any amount, in compromise of the disputed amount of ACOSTA's DLSE award, including for alleged unpaid wages, unreimbursed business expenses, interest and statutory and civil penalties related to the claims in the Appeal, and for all other damages allegedly resulting from the business decisions and actions of CCX or its employees during, out of or related to the relationship between ACOSTA and CCX.

In exchange for ACOSTA's consideration described above, as well as for ACOSTA's other promises in this Agreement, CCX further agrees that by the end of the second business day after counsel for CCX's receipt of the items required under Paragraph 2 of this Agreement, it will also deliver, via wire transfer to the Bush Gottlieb Client Trust Account,

██████████ for ACOSTA's attorneys' fees and costs.

The request for dismissal as set forth in Paragraph 2 above will not be filed any sooner than one week after payments are made in full pursuant to this section.

ACOSTA understands and agrees that the payment provided in this Agreement is all the monies that will be paid by CCX to him in connection with the DLSE award and Appeal; that the payment shall be in settlement of ACOSTA's DLSE award and his claims against CCX, including any for alleged misclassification, unpaid wages, unlawful deductions and reimbursable expenses, statutory and civil penalties through the date he signs this Agreement; and that the payment being provided is not required under CCX's normal policies or procedures.

#### 4. TAX INDEMNIFICATION

ACOSTA agrees that he is solely responsible for all tax obligations, including, but not limited to, all payment obligations, which may arise as a consequence of this settlement. ACOSTA further agrees promptly to pay any tax obligations that arise as a consequence of this Agreement. ACOSTA further agrees not to seek or make any claim against the Releasees, as defined below, for any loss, cost, damage or expense if a claim or adverse determination is made in connection with the non-withholding or other tax treatment of any of the proceeds of this settlement or any portion thereof. ACOSTA understands and agrees that the Releasees, as defined below, shall not have any duty to defend against any claim or assertion in connection with the non-withholding or other tax treatment of the proceeds of this settlement or any portion thereof, and ACOSTA agrees to assume full responsibility for defending against any such claim or assertion.

#### 5. CONFIDENTIALITY

ACOSTA represents and agrees that he will not issue any press or other media releases, initiate any contact with the press or other media, or utilize social media or other written forms of communication to disclose the terms or amount of the settlement contained in this Agreement. ACOSTA agrees not to share this written agreement with anyone other than his spouse, child, or close family member, legal counsel, financial advisors, and tax preparers. ACOSTA further agrees that he will not respond to any press or other media inquiry other than to say his dispute with CCX has been resolved and he cannot talk about it.

## 6. COMPLETE RELEASE

As a further material inducement to CCX to enter into this Agreement, ACOSTA does hereby, and for his heirs, representatives, executors, administrators, successors and assigns, release, acquit and forever discharge CCX, its predecessor and successor companies, their parents, related and affiliated companies, their subsidiaries and divisions, and their predecessor and successor companies, and each and all of the owners, stockholders, assigns, agents, directors, officers, employees, representatives, attorneys and subcontractors of or for all such business entities, and all persons acting by, through, under or in concert with any of them, including individual defendant Jim DeGraw (collectively "Releasees"), and each of them, from any and all grievances, charges, complaints, claims, penalties, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including attorneys' fees and costs actually incurred), of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, including, but by no means limited to, rights arising out of the alleged commission of any tort; violation of any contracts, express or implied, any covenant of good faith and fair dealing, express or implied; violation of any public policy; or violation of any federal, state or other governmental statute, regulation or ordinance, and any amendments thereto, including, but not limited to the federal Fair Labor Standards Act; California Labor Code Sections 96 through 98.2, *et seq.*; the federal National Labor Relations Act; the California Payment of Wages Law, California Labor Code §§ 200 *et seq.*, and §§ 203, 218, 218.5 and 226.8, in particular; California Labor Code §§ 300 *et seq.*; California Labor Code §§ 400 *et seq.*; California Working Hours Law, California Labor Code §§ 500 *et seq.*; California Labor Codes §§ 1102.5 and 1194; California Labor Code §§ 2802 and 2804; the California Unfair Competition Act, and in particular, California Bus. & Prof. Code §§ 17200 *et seq.*; the California Private Attorneys General Act of 2004, California Labor Code §§ 2698., *et seq.*; California Code of Civil Procedure § 1021.5; and any other provision of the California Labor Code or any applicable California Industrial Welfare Commission Wage Orders, in all of their iterations (hereinafter collectively, "Claim" or "Claims"), from the beginning of time to the date of execution hereof. This release waives any claim for reinstatement of employment or back pay in connection with any unfair labor practice charge or other Claim by or on behalf of ACOSTA .

## 7. UNKNOWN CLAIMS

ACOSTA expressly waives and relinquishes all rights and benefits afforded by any law designed to prevent the waiver of unknown claims, such as section 1542 of the Civil Code of the State of California, which states:

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

Thus, notwithstanding the provisions of any such law, and for the purposes of implementing a full and complete release and discharge of claims against the Releasees, ACOSTA expressly acknowledges that this Agreement is intended to include in its effect,

without limitation, all Claims which he does not know or suspect to exist in his favor at the time of execution hereof, and that this Agreement extinguishes any such Claim or Claims.

8. NO OTHER FILINGS

ACOSTA represents that, other than the DLSE complaint giving rise to the DLSE award, he is not a named plaintiff, claimant or petitioner in any administrative or court action against CCX, and to the best of his knowledge and belief no other entity or person has filed any claims, charges or complaints against CCX, or any other of the Releasees, on his behalf with any local, state or federal government agency or court that is currently pending; and that any such claim, charge or complaint is waived pursuant to the release set forth in Paragraph 6. ACOSTA agrees that if he is ever awarded or recovers any amount in connection with any Claim found to have been waived in this Agreement, whether as a result of an action brought by himself or by another in any representative capacity, the amount of the award or recovery shall be reduced by the Total Settlement Amount, increased appropriately for the time value of money, using the maximum legal interest rate.

9. NO REPRESENTATIONS

ACOSTA acknowledges that, except as expressly set forth herein, no representations, promises, or inducements of any kind or character have been made to him by CCX or any of the other Releasees to induce the execution of this Agreement, or with regard to the subject matter, basis or effect of this Agreement or otherwise.

10. ATTORNEYS' FEES AND COSTS

ACOSTA acknowledges and agrees that, except as expressly provided in Paragraph 3, above, CCX shall not be required to pay any of his attorneys' fees or any other costs incurred in connection with his counsel's representation of him in the Appeal or any other matter. ACOSTA acknowledges and agrees that his counsel shall look solely to him for payment of such additional attorneys' fees and costs.

11. CONSULTATION WITH COUNSEL

ACOSTA represents that he has thoroughly discussed all aspects of this Agreement with his own attorneys, that he has carefully read or has had this Agreement translated for him, that he fully understands each of the provisions of this Agreement, and that he is voluntarily entering into this Agreement.

12. OWNERSHIP OF CLAIMS

ACOSTA represents and agrees that he has not heretofore assigned or transferred, or purported to have assigned or transferred, to any person or entity, any Claim or portion of any Claim or portion thereof or interest therein.

13. APPLICABLE LAW

This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of California.

14. INDEMNIFICATION

As a further material inducement to CCX to enter into this Agreement, ACOSTA agrees to indemnify and hold CCX harmless from and against any and all loss, costs, damages or expenses, including, without limitation, attorneys' fees incurred by it, arising out of any breach of this Agreement by ACOSTA or the fact that any representation made herein by ACOSTA was false when made, upon proof and final judgment by the Superior Court of Los Angeles, California or the appropriate court of appeal, and following the exhaustion of all appeals, that there was a breach of, or false representation made in connection with, this Agreement CCX agrees to indemnify and hold harmless ACOSTA from and against any and all loss, costs, damages or expenses, including, without limitation, attorneys' fees incurred by him, arising out of any breach of this Agreement by CCX or the fact that any representation made herein by CCX was false when made.

15. SUCCESSORS AND BINDING EFFECT

This Agreement shall be binding upon ACOSTA, and his heirs, representatives, executors, administrators and assigns, and shall inure to the benefit of each of the Releasees and their heirs, representatives, executors, administrators, successors and assigns. This Agreement shall be binding upon CCX, and shall inure to the benefit of ACOSTA and his heirs, representatives, executors, administrators, successors and assigns.

16. VALIDITY

Should any provision of this Agreement be declared or determined by any court, arbitrator or administrative law judge to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, terms or provisions shall be deemed not to be a part of this Agreement.

17. COUNTERPARTS

This Agreement may be signed in separate counterparts, which together shall constitute one instrument.

18. FACSIMILE OR PDF SIGNATURES

A signed facsimile or PDF version of this Agreement shall have the same force and effect as a signed original of this Agreement.

19. ENTIRE AGREEMENT

This is the entire Agreement between the parties hereto and fully supersedes any and all prior agreements or understandings between each of them pertaining to its subject matter.

No promises to any party have been made other than those in this Agreement. This Agreement can be modified or amended only in writing (not orally), and any such modification or amendment must be signed by an officer of CCX and by ACOSTA and must be labeled as an amendment of this Agreement.

**[SIGNATURES ON NEXT PAGE]**

**PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE  
OF ALL KNOWN AND UNKNOWN CLAIMS.**

Executed at Glendale, California, on February 4, 2020.

  
\_\_\_\_\_  
GABRIEL ACOSTA

Executed at Long Beach, California, on February 7, 2020.

CCX2931, LLC f/k/a CALIFORNIA CARTAGE  
EXPRESS, LLC

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

STATEMENT AND AGREEMENT OF COUNSEL

The undersigned, whose law firms have represented ACOSTA herein, approve the foregoing Agreement as to form and content, and verify that the Agreement has been translated and/or fully explained to ACOSTA. Additionally, it is agreed that other than provided in Paragraph 3 of the Agreement, CCX shall not be required to make any payment of ACOSTA's attorneys' fees, and the law firms shall look solely to ACOSTA for payment of such additional attorneys' fees and costs.

The undersigned further agree that they and their law firms will not publicize, issue any press or other media releases, or initiate any contact with the press or other media about the DLSE award, the Appeal, and/or the amount or terms of this Agreement. In addition, they and their law firms will not respond to any press or other media inquiry about the DLSE award, the Appeal, and/or the amount or terms of this Agreement other than to say the dispute has been resolved and they cannot talk about it. Prohibited publications include, but are not limited to, marketing materials and firm website postings.

Dated: February 4, 2020

BUSH GOTTLIEB

By:

  
JULIE GUTMAN DICKINSON

HADSELL STORMER RENICK & DAI LLP

By:

  
CORNELIA DAI

Attorneys for GABRIEL ACOSTA

## SETTLEMENT AGREEMENT AND GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE (“Agreement”) is made and entered into by and between **MIGUEL CANO** (hereinafter, “CANO”) and CCX2931, LLC f/k/a CALIFORNIA CARTAGE EXPRESS, LLC (hereinafter, “CCX”).

### WITNESSETH:

WHEREAS, on or about January 16, 2019, CCX filed an appeal with a bond in the Superior Court of the State of California for the County of Los Angeles seeking de novo review of the Division of Labor Standards Enforcement award (the “DLSE award”) in favor of CANO, which is designated as Case No. 19LBCP00025 (the “Appeal”); and

WHEREAS, the parties hereto desire to settle fully and finally all differences arising during, out of or related to the work relationship between the Parties, and alleged employment of CANO by CCX, including those embodied in the DLSE award and the Appeal;

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained, it is agreed as follows:

#### 1. NO ADMISSION OF LIABILITY

This Agreement shall not in any way be construed as an admission by CCX of any liability or violation of any law whatsoever, or as an admission by CCX of any wrongful acts whatsoever committed by it or any of its current or former employees or any of the other Releasees, as defined below, against CANO, or against any other persons, and CCX specifically disclaims any liability to CANO, or to any other persons or entities, including any based on alleged misclassification as an independent contractor.

#### 2. CONSIDERATION BY CANO

In exchange for the payment to be made by CCX, as well as for CCX’s other promises in this Agreement, CANO agrees: (1) to deliver to counsel for CCX a signed original of this Agreement; (2) to authorize his counsel to sign a consent to CCX’s request for dismissal of the Appeal with prejudice and without entry of judgment under California Labor Code section 98.2(b); and (3) that counsel for CCX is authorized to take all actions necessary to secure the dismissal of the Appeal bond and to have the Appeal bond nullified and expunged.

#### 3. CONSIDERATION BY CCX

In exchange for CANO’s consideration described above, as well as for CANO’s other promises in this Agreement, CCX agrees that by the end of the second business day after counsel for CCX’s receipt of the items required under Paragraph 2 of this Agreement, it will deliver to counsel for CANO, via check addressed to MIGUEL CANO in the amount of [REDACTED]

[REDACTED] without withholding or deducting any amount, in compromise of the disputed amount of

CANO's DLSE award, including for alleged unpaid wages, unreimbursed business expenses, interest and statutory and civil penalties related to the claims in the Appeal, and for all other damages allegedly resulting from the business decisions and actions of CCX or its employees during, out of or related to the relationship between CANO and CCX.

In exchange for CANO's consideration described above, as well as for CANO's other promises in this Agreement, CCX further agrees that by the end of the second business day after counsel for CCX's receipt of the items required under Paragraph 2 of this Agreement, it will also deliver, via wire transfer to the Bush Gottlieb Client Trust Account, [REDACTED] [REDACTED] for CANO's attorneys' fees and costs.

The request for dismissal as set forth in Paragraph 2 above will not be filed any sooner than one week after payments are made in full pursuant to this section.

CANO understands and agrees that the payment provided in this Agreement is all the monies that will be paid by CCX to him in connection with the DLSE award and Appeal; that the payment shall be in settlement of CANO's DLSE award and his claims against CCX, including any for alleged misclassification, unpaid wages, unlawful deductions and reimbursable expenses, statutory and civil penalties through the date he signs this Agreement; and that the payment being provided is not required under CCX's normal policies or procedures.

#### 4. TAX INDEMNIFICATION

CANO agrees that he is solely responsible for all tax obligations, including, but not limited to, all payment obligations, which may arise as a consequence of this settlement. CANO further agrees promptly to pay any tax obligations that arise as a consequence of this Agreement. CANO further agrees not to seek or make any claim against the Releasees, as defined below, for any loss, cost, damage or expense if a claim or adverse determination is made in connection with the non-withholding or other tax treatment of any of the proceeds of this settlement or any portion thereof. CANO understands and agrees that the Releasees, as defined below, shall not have any duty to defend against any claim or assertion in connection with the non-withholding or other tax treatment of the proceeds of this settlement or any portion thereof, and CANO agrees to assume full responsibility for defending against any such claim or assertion.

#### 5. CONFIDENTIALITY

CANO represents and agrees that he will not issue any press or other media releases, initiate any contact with the press or other media, or utilize social media or other written forms of communication to disclose the terms or amount of the settlement contained in this Agreement. CANO agrees not to share this written agreement with anyone other than his spouse, child, or close family member, legal counsel, financial advisors, and tax preparers. CANO further agrees that he will not respond to any press or other media inquiry other than to say his dispute with CCX has been resolved and he cannot talk about it.

## 6. COMPLETE RELEASE

As a further material inducement to CCX to enter into this Agreement, CANO does hereby, and for his heirs, representatives, executors, administrators, successors and assigns, release, acquit and forever discharge CCX, its predecessor and successor companies, their parents, related and affiliated companies, their subsidiaries and divisions, and their predecessor and successor companies, and each and all of the owners, stockholders, assigns, agents, directors, officers, employees, representatives, attorneys and subcontractors of or for all such business entities, and all persons acting by, through, under or in concert with any of them, including individual defendant Jim DeGraw (collectively "Releasees"), and each of them, from any and all grievances, charges, complaints, claims, penalties, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including attorneys' fees and costs actually incurred), of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, including, but by no means limited to, rights arising out of the alleged commission of any tort; violation of any contracts, express or implied, any covenant of good faith and fair dealing, express or implied; violation of any public policy; or violation of any federal, state or other governmental statute, regulation or ordinance, and any amendments thereto, including, but not limited to the federal Fair Labor Standards Act; California Labor Code Sections 96 through 98.2, et seq.; the federal National Labor Relations Act; the California Payment of Wages Law, California Labor Code §§ 200 *et seq.*, and §§ 203, 218, 218.5 and 226.8, in particular; California Labor Code §§ 300 *et seq.*; California Labor Code §§ 400 *et seq.*; California Working Hours Law, California Labor Code §§ 500 *et seq.*; California Labor Codes §§ 1102.5 and 1194; California Labor Code §§ 2802 and 2804; the California Unfair Competition Act, and in particular, California Bus. & Prof. Code §§ 17200 *et seq.*; the California Private Attorneys General Act of 2004, California Labor Code §§ 2698., *et seq.*; California Code of Civil Procedure § 1021.5; and any other provision of the California Labor Code or any applicable California Industrial Welfare Commission Wage Orders, in all of their iterations (hereinafter collectively, "Claim" or "Claims"), from the beginning of time to the date of execution hereof. This release waives any claim for reinstatement of employment or back pay in connection with any unfair labor practice charge or other Claim by or on behalf of CANO .

## 7. UNKNOWN CLAIMS

CANO expressly waives and relinquishes all rights and benefits afforded by any law designed to prevent the waiver of unknown claims, such as section 1542 of the Civil Code of the State of California, which states:

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

Thus, notwithstanding the provisions of any such law, and for the purposes of implementing a full and complete release and discharge of claims against the Releasees, CANO expressly acknowledges that this Agreement is intended to include in its effect, without

limitation, all Claims which he does not know or suspect to exist in his favor at the time of execution hereof, and that this Agreement extinguishes any such Claim or Claims.

8. NO OTHER FILINGS

CANO represents that, other than the DLSE complaint giving rise to the DLSE award, he is not a named plaintiff, claimant or petitioner in any administrative or court action against CCX, and to the best of his knowledge and belief no other entity or person has filed any claims, charges or complaints against CCX, or any other of the Releasees, on his behalf with any local, state or federal government agency or court that is currently pending; and that any such claim, charge or complaint is waived pursuant to the release set forth in Paragraph 6. CANO agrees that if he is ever awarded or recovers any amount in connection with any Claim found to have been waived in this Agreement, whether as a result of an action brought by himself or by another in any representative capacity, the amount of the award or recovery shall be reduced by the Total Settlement Amount, increased appropriately for the time value of money, using the maximum legal interest rate.

9. NO REPRESENTATIONS

CANO acknowledges that, except as expressly set forth herein, no representations, promises, or inducements of any kind or character have been made to him by CCX or any of the other Releasees to induce the execution of this Agreement, or with regard to the subject matter, basis or effect of this Agreement or otherwise.

10. ATTORNEYS' FEES AND COSTS

CANO acknowledges and agrees that, except as expressly provided in Paragraph 3, above, CCX shall not be required to pay any of his attorneys' fees or any other costs incurred in connection with his counsel's representation of him in the Appeal or any other matter. CANO acknowledges and agrees that his counsel shall look solely to him for payment of such additional attorneys' fees and costs.

11. CONSULTATION WITH COUNSEL

CANO represents that he has thoroughly discussed all aspects of this Agreement with his own attorneys, that he has carefully read or has had this Agreement translated for him, that he fully understands each of the provisions of this Agreement, and that he is voluntarily entering into this Agreement.

12. OWNERSHIP OF CLAIMS

CANO represents and agrees that he has not heretofore assigned or transferred, or purported to have assigned or transferred, to any person or entity, any Claim or portion of any Claim or portion thereof or interest therein.

13. APPLICABLE LAW

This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of California.

14. INDEMNIFICATION

As a further material inducement to CCX to enter into this Agreement, CANO agrees to indemnify and hold CCX harmless from and against any and all loss, costs, damages or expenses, including, without limitation, attorneys' fees incurred by it, arising out of any breach of this Agreement by CANO or the fact that any representation made herein by CANO was false when made, upon proof and final judgment by the Superior Court of Los Angeles, California or the appropriate court of appeal, and following the exhaustion of all appeals, that there was a breach of, or false representation made in connection with, this Agreement. CCX agrees to indemnify and hold harmless CANO from and against any and all loss, costs, damages or expenses, including, without limitation, attorneys' fees incurred by him, arising out of any breach of this Agreement by CCX or the fact that any representation made herein by CCX was false when made.

15. SUCCESSORS AND BINDING EFFECT

This Agreement shall be binding upon CANO, and his heirs, representatives, executors, administrators and assigns, and shall inure to the benefit of each of the Releasees and their heirs, representatives, executors, administrators, successors and assigns. This Agreement shall be binding upon CCX, and shall inure to the benefit of CANO and his heirs, representatives, executors, administrators, successors and assigns.

16. VALIDITY

Should any provision of this Agreement be declared or determined by any court, arbitrator or administrative law judge to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, terms or provisions shall be deemed not to be a part of this Agreement.

17. COUNTERPARTS

This Agreement may be signed in separate counterparts, which together shall constitute one instrument.

18. FACSIMILE OR PDF SIGNATURES

A signed facsimile or PDF version of this Agreement shall have the same force and effect as a signed original of this Agreement.

19. ENTIRE AGREEMENT

This is the entire Agreement between the parties hereto and fully supersedes any and all prior agreements or understandings between each of them pertaining to its subject matter.

No promises to any party have been made other than those in this Agreement. This Agreement can be modified or amended only in writing (not orally), and any such modification or amendment must be signed by an officer of CCX and by CANO and must be labeled as an amendment of this Agreement.

**[SIGNATURES ON NEXT PAGE]**

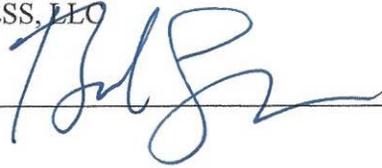
**PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE  
OF ALL KNOWN AND UNKNOWN CLAIMS.**

Executed at Glendale, California, on February 4, 2020.

  
\_\_\_\_\_  
MIGUEL CANO

Executed at Long Beach, California, on February 7, 2020.

CCX2931, LLC f/k/a CALIFORNIA CARTAGE  
EXPRESS, LLC

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


STATEMENT AND AGREEMENT OF COUNSEL

The undersigned, whose law firms have represented CANO herein, approve the foregoing Agreement as to form and content, and verify that the Agreement has been translated and/or fully explained to CANO. Additionally, it is agreed that other than provided in Paragraph 3 of the Agreement, CCX shall not be required to make any payment of CANO's attorneys' fees, and the law firms shall look solely to CANO for payment of such additional attorneys' fees and costs.

The undersigned further agree that they and their law firms will not publicize, issue any press or other media releases, or initiate any contact with the press or other media about the DLSE award, the Appeal, and/or the amount or terms of this Agreement. In addition, they and their law firms will not respond to any press or other media inquiry about the DLSE award, the Appeal, and/or the amount or terms of this Agreement other than to say the dispute has been resolved and they cannot talk about it. Prohibited publications include, but are not limited to, marketing materials and firm website postings.

Dated: February 4, 2020

BUSH GOTTLIEB

By: 

JULIE GUTMAN DICKINSON

HADSELL STORMER RENICK & DAI LLP

By: 

CORNELIA DAI

Attorneys for MIGUEL CANO

## SETTLEMENT AGREEMENT AND GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE (“Agreement”) is made and entered into by and between **MANUEL MARTINEZ** (hereinafter, “MARTINEZ”) and CCX2931, LLC f/k/a CALIFORNIA CARTAGE EXPRESS, LLC (hereinafter, “CCX”).

### WITNESSETH:

WHEREAS, on or about January 16, 2019, CCX filed an appeal with a bond in the Superior Court of the State of California for the County of Los Angeles seeking de novo review of the Division of Labor Standards Enforcement award (the “DLSE award”) in favor of MARTINEZ, which is designated as Case No. 19LBCP00038 (the “Appeal”); and

WHEREAS, the parties hereto desire to settle fully and finally all differences arising during, out of or related to the work relationship between the Parties, and alleged employment of MARTINEZ by CCX, including those embodied in the DLSE award and the Appeal;

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained, it is agreed as follows:

#### 1. NO ADMISSION OF LIABILITY

This Agreement shall not in any way be construed as an admission by CCX of any liability or violation of any law whatsoever, or as an admission by CCX of any wrongful acts whatsoever committed by it or any of its current or former employees or any of the other Releasees, as defined below, against MARTINEZ, or against any other persons, and CCX specifically disclaims any liability to MARTINEZ, or to any other persons or entities, including any based on alleged misclassification as an independent contractor.

#### 2. CONSIDERATION BY MARTINEZ

In exchange for the payment to be made by CCX, as well as for CCX’s other promises in this Agreement, MARTINEZ agrees: (1) to deliver to counsel for CCX a signed original of this Agreement; (2) to authorize his counsel to sign a consent to CCX’s request for dismissal of the Appeal with prejudice and without entry of judgment under California Labor Code section 98.2(b); and (3) that counsel for CCX is authorized to take all actions necessary to secure the dismissal of the Appeal bond and to have the Appeal bond nullified and expunged.

#### 3. CONSIDERATION BY CCX

In exchange for MARTINEZ’s consideration described above, as well as for MARTINEZ’s other promises in this Agreement, CCX agrees that by the end of the second business day after counsel for CCX’s receipt of the items required under Paragraph 2 of this Agreement, it will deliver to counsel for MARTINEZ, via check addressed to MANUEL MARTINEZ in the amount of [REDACTED]

[REDACTED] without withholding or deducting any amount, in compromise of the disputed amount of MARTINEZ's DLSE award, including for alleged unpaid wages, unreimbursed business expenses, interest and statutory and civil penalties related to the claims in the Appeal, and for all other damages allegedly resulting from the business decisions and actions of CCX or its employees during, out of or related to the relationship between MARTINEZ and CCX.

In exchange for MARTINEZ's consideration described above, as well as for MARTINEZ's other promises in this Agreement, CCX further agrees that by the end of the second business day after counsel for CCX's receipt of the items required under Paragraph 2 of this Agreement, it will also deliver, via wire transfer to the Bush Gottlieb Client Trust Account, [REDACTED] for MARTINEZ's attorneys' fees and costs.

The request for dismissal as set forth in Paragraph 2 above will not be filed any sooner than one week after payments are made in full pursuant to this section.

MARTINEZ understands and agrees that the payment provided in this Agreement is all the monies that will be paid by CCX to him in connection with the DLSE award and Appeal; that the payment shall be in settlement of MARTINEZ's DLSE award and his claims against CCX, including any for alleged misclassification, unpaid wages, unlawful deductions and reimbursable expenses, statutory and civil penalties through the date he signs this Agreement; and that the payment being provided is not required under CCX's normal policies or procedures.

#### 4. TAX INDEMNIFICATION

MARTINEZ agrees that he is solely responsible for all tax obligations, including, but not limited to, all payment obligations, which may arise as a consequence of this settlement. MARTINEZ further agrees promptly to pay any tax obligations that arise as a consequence of this Agreement. MARTINEZ further agrees not to seek or make any claim against the Releasees, as defined below, for any loss, cost, damage or expense if a claim or adverse determination is made in connection with the non-withholding or other tax treatment of any of the proceeds of this settlement or any portion thereof. MARTINEZ understands and agrees that the Releasees, as defined below, shall not have any duty to defend against any claim or assertion in connection with the non-withholding or other tax treatment of the proceeds of this settlement or any portion thereof, and MARTINEZ agrees to assume full responsibility for defending against any such claim or assertion.

#### 5. CONFIDENTIALITY

MARTINEZ represents and agrees that he will not issue any press or other media releases, initiate any contact with the press or other media, or utilize social media or other written forms of communication to disclose the terms or amount of the settlement contained in this Agreement. MARTINEZ agrees not to share this written agreement with anyone other than his spouse, child, or close family member, legal counsel, financial advisors, and tax preparers. MARTINEZ further agrees that he will not respond to any press or other media inquiry other than to say his dispute with CCX has been resolved and he cannot talk about it.

## 6. COMPLETE RELEASE

As a further material inducement to CCX to enter into this Agreement, MARTINEZ does hereby, and for his heirs, representatives, executors, administrators, successors and assigns, release, acquit and forever discharge CCX, its predecessor and successor companies, their parents, related and affiliated companies, their subsidiaries and divisions, and their predecessor and successor companies, and each and all of the owners, stockholders, assigns, agents, directors, officers, employees, representatives, attorneys and subcontractors of or for all such business entities, and all persons acting by, through, under or in concert with any of them, including individual defendant Jim DeGraw (collectively "Releasees"), and each of them, from any and all grievances, charges, complaints, claims, penalties, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including attorneys' fees and costs actually incurred), of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, including, but by no means limited to, rights arising out of the alleged commission of any tort; violation of any contracts, express or implied, any covenant of good faith and fair dealing, express or implied; violation of any public policy; or violation of any federal, state or other governmental statute, regulation or ordinance, and any amendments thereto, including, but not limited to the federal Fair Labor Standards Act; California Labor Code Sections 96 through 98.2, *et seq.*; the federal National Labor Relations Act; the California Payment of Wages Law, California Labor Code §§ 200 *et seq.*, and §§ 203, 218, 218.5 and 226.8, in particular; California Labor Code §§ 300 *et seq.*; California Labor Code §§ 400 *et seq.*; California Working Hours Law, California Labor Code §§ 500 *et seq.*; California Labor Codes §§ 1102.5 and 1194; California Labor Code §§ 2802 and 2804; the California Unfair Competition Act, and in particular, California Bus. & Prof. Code §§ 17200 *et seq.*; the California Private Attorneys General Act of 2004, California Labor Code §§ 2698., *et seq.*; California Code of Civil Procedure § 1021.5; and any other provision of the California Labor Code or any applicable California Industrial Welfare Commission Wage Orders, in all of their iterations (hereinafter collectively, "Claim" or "Claims"), from the beginning of time to the date of execution hereof. This release waives any claim for reinstatement of employment or back pay in connection with any unfair labor practice charge or other Claim by or on behalf of MARTINEZ .

## 7. UNKNOWN CLAIMS

MARTINEZ expressly waives and relinquishes all rights and benefits afforded by any law designed to prevent the waiver of unknown claims, such as section 1542 of the Civil Code of the State of California, which states:

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

Thus, notwithstanding the provisions of any such law, and for the purposes of implementing a full and complete release and discharge of claims against the Releasees, MARTINEZ expressly acknowledges that this Agreement is intended to include in its effect,

without limitation, all Claims which he does not know or suspect to exist in his favor at the time of execution hereof, and that this Agreement extinguishes any such Claim or Claims.

8. NO OTHER FILINGS

MARTINEZ represents that, other than the DLSE complaint giving rise to the DLSE award, he is not a named plaintiff, claimant or petitioner in any administrative or court action against CCX, and to the best of his knowledge and belief no other entity or person has filed any claims, charges or complaints against CCX, or any other of the Releasees, on his behalf with any local, state or federal government agency or court that is currently pending; and that any such claim, charge or complaint is waived pursuant to the release set forth in Paragraph 6. MARTINEZ agrees that if he is ever awarded or recovers any amount in connection with any Claim found to have been waived in this Agreement, whether as a result of an action brought by himself or by another in any representative capacity, the amount of the award or recovery shall be reduced by the Total Settlement Amount, increased appropriately for the time value of money, using the maximum legal interest rate.

9. NO REPRESENTATIONS

MARTINEZ acknowledges that, except as expressly set forth herein, no representations, promises, or inducements of any kind or character have been made to him by CCX or any of the other Releasees to induce the execution of this Agreement, or with regard to the subject matter, basis or effect of this Agreement or otherwise.

10. ATTORNEYS' FEES AND COSTS

MARTINEZ acknowledges and agrees that, except as expressly provided in Paragraph 3, above, CCX shall not be required to pay any of his attorneys' fees or any other costs incurred in connection with his counsel's representation of him in the Appeal or any other matter. MARTINEZ acknowledges and agrees that his counsel shall look solely to him for payment of such additional attorneys' fees and costs.

11. CONSULTATION WITH COUNSEL

MARTINEZ represents that he has thoroughly discussed all aspects of this Agreement with his own attorneys, that he has carefully read or has had this Agreement translated for him, that he fully understands each of the provisions of this Agreement, and that he is voluntarily entering into this Agreement.

12. OWNERSHIP OF CLAIMS

MARTINEZ represents and agrees that he has not heretofore assigned or transferred, or purported to have assigned or transferred, to any person or entity, any Claim or portion of any Claim or portion thereof or interest therein.

13. APPLICABLE LAW

This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of California.

14. INDEMNIFICATION

As a further material inducement to CCX to enter into this Agreement, MARTINEZ agrees to indemnify and hold CCX harmless from and against any and all loss, costs, damages or expenses, including, without limitation, attorneys' fees incurred by it, arising out of any breach of this Agreement by MARTINEZ or the fact that any representation made herein by MARTINEZ was false when made, upon proof and final judgment by the Superior Court of Los Angeles, California or the appropriate court of appeal, and following the exhaustion of all appeals, that there was a breach of, or false representation made in connection with, this Agreement. CCX agrees to indemnify and hold harmless MARTINEZ from and against any and all loss, costs, damages or expenses, including, without limitation, attorneys' fees incurred by him, arising out of any breach of this Agreement by CCX or the fact that any representation made herein by CCX was false when made.

15. SUCCESSORS AND BINDING EFFECT

This Agreement shall be binding upon MARTINEZ, and his heirs, representatives, executors, administrators and assigns, and shall inure to the benefit of each of the Releasees and their heirs, representatives, executors, administrators, successors and assigns. This Agreement shall be binding upon CCX, and shall inure to the benefit of MARTINEZ and his heirs, representatives, executors, administrators, successors and assigns.

16. VALIDITY

Should any provision of this Agreement be declared or determined by any court, arbitrator or administrative law judge to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, terms or provisions shall be deemed not to be a part of this Agreement.

17. COUNTERPARTS

This Agreement may be signed in separate counterparts, which together shall constitute one instrument.

18. FACSIMILE OR PDF SIGNATURES

A signed facsimile or PDF version of this Agreement shall have the same force and effect as a signed original of this Agreement.

19. ENTIRE AGREEMENT

This is the entire Agreement between the parties hereto and fully supersedes any and all prior agreements or understandings between each of them pertaining to its subject matter.

No promises to any party have been made other than those in this Agreement. This Agreement can be modified or amended only in writing (not orally), and any such modification or amendment must be signed by an officer of CCX and by MARTINEZ and must be labeled as an amendment of this Agreement.

**[SIGNATURES ON NEXT PAGE]**

**PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE  
OF ALL KNOWN AND UNKNOWN CLAIMS.**

Executed at Glendale, California, on February 6, 2020.

Manuel Martinez  
MANUEL MARTINEZ

Executed at Long Beach, California, on February 7, 2020.

CCX2931, LLC f/k/a CALIFORNIA CARTAGE  
EXPRESS, LLC

By: [Signature]

STATEMENT AND AGREEMENT OF COUNSEL

The undersigned, whose law firms have represented MARTINEZ herein, approve the foregoing Agreement as to form and content, and verify that the Agreement has been translated and/or fully explained to MARTINEZ. Additionally, it is agreed that other than provided in Paragraph 3 of the Agreement, CCX shall not be required to make any payment of MARTINEZ's attorneys' fees, and the law firms shall look solely to MARTINEZ for payment of such additional attorneys' fees and costs.

The undersigned further agree that they and their law firms will not publicize, issue any press or other media releases, or initiate any contact with the press or other media about the DLSE award, the Appeal, and/or the amount or terms of this Agreement. In addition, they and their law firms will not respond to any press or other media inquiry about the DLSE award, the Appeal, and/or the amount or terms of this Agreement other than to say the dispute has been resolved and they cannot talk about it. Prohibited publications include, but are not limited to, marketing materials and firm website postings.

Dated: February 6, 2020

BUSH GOTTLIEB

By: 

JULIE GUTMAN DICKINSON

HADSELL STORMER RENICK & DAI LLP

By: 

CORNELIA DAI

Attorneys for MANUEL MARTINEZ

**CERTIFICATE OF SERVICE**

I am a citizen of the United States and employed in Los Angeles, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is 515 South Flower Street, 25th Floor, Los Angeles, California 90071.

On January 8, 2021, I served the foregoing document(s) described as:

**RESPONDENT’S MOTION FOR SUMMARY JUDGMENT, WITH SUPPORTING  
MEMORANDUM AND EXHIBITS**

on the interested parties by electronic service as follows:

William B. Cowen Regional Director National Labor Relations Board - Region 21 US Courthouse 312 N. Spring Street, 10th Floor Los Angeles, CA 90012 Email: <a href="mailto:William.Cowen@nlrb.gov">William.Cowen@nlrb.gov</a>	Hector De Haro, Esq. Bush Gottlieb, A Law Corporation 801 North Brand Blvd., Suite 950 Glendale, CA 91203-1260 Email: <a href="mailto:hdeharo@bushgottlieb.com">hdeharo@bushgottlieb.com</a>  Attorney for Charging Party
Mathew Sollett, Field Attorney National Labor Relations Board, Region 21 312 N. Spring Street, 10th Floor Los Angeles, CA 90012 <a href="mailto:Mathew.Sollett@nlrb.gov">Mathew.Sollett@nlrb.gov</a>	

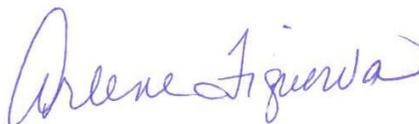
**VIA EMAIL:**



The email was transmitted to the email addresses listed above on January 8, 2021. The email transmission was complete and without error.

I declare under penalty of perjury under the laws of the United States that the above is true and correct.

Executed on January 8, 2021, at Los Angeles, California.



---

Arlene Figueroa