

Exhibit 1

Canava, et al., v. RDS, Inc., et al., Case No. 5:19-cv-00401-SB (KKx)

CLASS ACTION SETTLEMENT AGREEMENT

Subject to final approval by the District Court, this Class Action Settlement Agreement is between and among Named Plaintiffs¹ Salvador Canava, Jesus Dominguez, and Omar Rivera, individually and on behalf of all similarly situated persons, Rail Delivery Services, Inc., (“RDS”) and Greg P. Stefflre. The Parties hereby stipulate and agree that, in consideration of the promises and covenants as set forth in this Settlement and upon the Effective Date, all Released Class Claims and all Released PAGA Claims of the Named Plaintiffs, Testifying Class Members, Participating Class Members and Aggrieved Employees in the Action shall be settled, compromised, and released upon the terms and conditions contained herein.

RECITALS

WHEREAS, the Named Plaintiffs have filed a class action, collective action and a PAGA action in the United States District Court for the Central District of California alleging that Defendants misclassified them and similarly situated persons as independent contractors rather than as employees as set forth in the Third Amended Complaint and PAGA Notice (the “Action,” as more fully defined below).

AND WHEREAS on February 27, 2020, as a result of Named Plaintiffs’ motion, a Rule 23 class was certified defined as “all truck drivers who, at any time after March 3, 2015, owned or leased a truck that they personally drove for Rail Delivery Services, Inc. under an independent contract agreement,” and a Fair Labor Standards Act conditional class was certified defined similarly, but is limited to Drivers who drove for RDS any time after March 3, 2016 (the “Previously Certified Classes”). (Doc. 111.)

AND WHEREAS, on April 25, 2022, Named Plaintiffs dismissed Judi Girard Stefflre and the second (unconscionable contracts), fifth (meal breaks) and sixth (rest break) claims with prejudice.

AND WHEREAS, beginning on April 26, 2022, a jury trial was held to determine whether the Class Members were misclassified under the Fair Labor Standards Act and under California law applying the standard set forth in S.G. Borello & Sons, Inc. Dep’t Industrial Relations, 48 Cal.3d 341 (1989). On May 6, 2022, the jury returned a verdict on both issues in favor of Defendants (Docs. 399, 412.) The Court then held a bench trial on issues of liability and damages under

¹ Unless defined when first used, all capitalized terms in this Settlement are defined in Section I, Definitions.

California's "ABC Test" but as of the time of this Settlement, has not issued any ruling on such liability and damages. No judgment has been entered in this case.

AND WHEREAS, Defendants deny and continue to deny all the allegations made by Named Plaintiffs in the Action and have denied and continue to deny that Defendants are liable or owe damages or penalties to anyone with respect to the alleged facts or claims asserted in the Action, or that any claims asserted by Named Plaintiffs may proceed on a class action basis. Nonetheless, without admitting or conceding any arguments, issues, liability, or damages whatsoever, or that any claims alleged in the Action may proceed on a class action basis, Defendants have agreed to settle the Action on the terms and conditions set forth in this Settlement, to avoid the risk, burden and expense of continuing the Action.

AND WHEREAS, Named Plaintiffs continue to believe the claims set forth are meritorious; nonetheless, without conceding any arguments, issues, liability, or damages whatsoever, or that any claims alleged in the Action should not proceed on a class action basis, Named Plaintiffs have agreed to settle the Action on the terms and conditions set forth in this Settlement, to avoid the risk, burden and expense of continuing the Action.

AND WHEREAS, Class Counsel has conducted extensive formal discovery including, but not limited to, taking and defending dozens of depositions, propounding and responding to written discovery and reviewing and analyzing thousands of documents and data produced by the Parties, and engaging in numerous discussions with Defense Counsel regarding the claims.

AND WHEREAS, Class Counsel has analyzed and evaluated the merits of the claims made against Defendants in the Action, and the impact of this Settlement on Named Plaintiffs, Testifying Class Members, Class Members and Aggrieved Employees.

AND WHEREAS, this Settlement resulted from and is the product of extensive, good faith, and arm's length negotiations. The Parties participated in a settlement conference before Magistrate Judge Kenly Kiya Kato on April 28, 2021 and engaged in extensive follow-up discussions and exchanged drafts of term sheets to memorialize the terms of the Settlement.

AND WHEREAS, as a result of these efforts, the Parties entered into this Settlement, subject to preliminary approval and final approval by the Court as required by Rule 23 of the Federal Rules of Civil Procedure, to fully, finally, and forever resolve, discharge, and release all rights and claims of Named Plaintiffs and Class Members in a Settlement Class (that is more inclusive than the Previously Certified Classes) and Aggrieved Employees in exchange for Rail Delivery Services' agreement to make payments as set forth in this Settlement.

AND WHEREAS, based upon their analysis and their evaluation of a number of factors, and recognizing the substantial risks of continued litigation, Defendants and Class Counsel are satisfied that the terms and conditions of this Settlement are fair, reasonable, and adequate and that this Settlement is in the best interests of the Named Plaintiffs, Class Members, Aggrieved Employees and the Defendants.

AND WHEREAS, Parties' desire and intend to affect a full, complete, and final settlement and resolution of all existing disputes and claims as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Settlement, as well as the good and valuable consideration provided for herein, the Parties hereto agree to a full and complete settlement of the Action on the following terms and conditions:

I. DEFINITIONS

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

- A.** Action: *SALVADOR CANAVA, JESUS DOMINGUEZ, and OMAR RIVERA, individually and on behalf of others similarly situated v. RAIL DELIVERY SERVICES, INCORPORATED AND GREG P. STEFFLRE, JUDI GIRARD STEFFLRE*, pending in the United States District Court, Central District Court of California, Case No. 5:19-cv-00401-SB (KKx) before the Honorable Stanley Blumenfeld, Jr.
- B.** Administration Costs: The costs incurred by the Administrator to administer this Settlement, to be paid from the Gross Settlement Amount.
- C.** Administrator: The third-party administrator selected by Class Counsel to administer this Settlement is Settlement Services Inc. ("SSI")
- D.** Aggrieved Employees: means, for the purposes of the PAGA allocation, those Drivers classified by RDS as independent contractors, who hauled for RDS between March 4, 2018 and the date of filing a motion for preliminary approval of the settlement. A preliminary list of those Drivers through September 17, 2022 is attached as Exhibit E.
- E.** Allocation Formula: The formula for allocating the Net Settlement Amount to Class Members as set forth in Exhibit D.
- F.** CAFA Notice: means the notice, subject to review by Class Counsel, to be sent by Defendants to appropriate federal and state officials pursuant to the requirements of the

Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1715(b). Defense Counsel shall provide Class Counsel proof of compliance with the CAFA Notice requirements no later than thirty (30) calendar days before the Final Approval Hearing.

G. Class Action Complaint: The Third Amended Complaint (Doc. 208) filed on April 29, 2021.

H. Class Counsel: means the following:

MICHAEL J.D. SWEENEY (Pro Hac Vice)
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260 Fair Street
Kingston, NY 12401
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SUSAN MARTIN (Pro Hac Vice)
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EDWARD TUDDENHAM (Pro Hac Vice)
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I. Class Counsel’s Attorney Fee and Cost Award: Named Plaintiffs may apply to the Court for an award of attorney’s fees of up to 25% of the Gross Settlement Amount to be paid from the Gross Settlement Amount plus the reasonable costs and expenses incurred in litigating and settling this action which Class Counsel have indicated will not be in excess of \$360,000. If the Court awards less than the amount requested, any amount not awarded after appeal, if any, will be part of the Net Settlement Amount for

distribution to Participating Class Members. The amounts awarded by the Court or on an appeal for attorney's fees, costs and expenses shall not affect the validity of the Settlement.

- J.** Class Definition: means the class certified by the District Court on February 27, 2020 (Doc. 111) as modified to include Drivers employed through the date of filing of the motion for preliminary approval of this Settlement to wit:

All truck drivers who, at any time after March 3, 2015 through the date of the filing of the motion for preliminary approval of this Settlement, owned or leased a truck that they personally drove for Rail Delivery Services, Inc. (RDS) under an independent contractor agreement.

- K.** Class Information: means information regarding Class Members that Defendants have in good faith compiled from their records and will provide to Class Counsel and the Administrator within five (5) business days of Preliminary Approval as a Microsoft Excel spreadsheet to include: each Class Member and/or Aggrieved Employee's full name; last known mailing address; last known home telephone number; Social Security Number; contract start dates and contract end dates; total number of weeks worked during the Class Period as a Class Member; total number of workweeks during which each Aggrieved Employee performed work during the PAGA Period. Defendants shall have no obligation to identify a deceased Class Member's representative or heirs or provide such persons' contact information as part of the Class Information but will make a good faith effort to provide the information if it is available to them. Defendants will supplement such information and provide it to Class Counsel and the Administrator upon receipt of changes. The Administrator shall maintain the Class Information in confidence; access by the Administrator shall be limited to those with a need to use the Class Information as part of the administration of the Settlement. Other than for purposes of contacting opt-outs, Class Counsel shall maintain Class Information for any opt-outs in confidence.

- L.** Class Member: means any individuals who meet the Class Definition and who did not previously opt out of the class as a result of notice sent pursuant the Court's December 9, 2020, Order Regarding Collective and Class Action Notice (Doc. 150). The preliminary list of Class Members as of September 17, 2022, is attached as Exhibit E. The final list of Class Members that is produced as part of the Class Information is referred to herein as the "Class List." Class Members added to final list of Class Members as part of the Class Information who are not included in Exhibit E will account for no more than 350 weeks worked within the Class Period or PAGA Period. Should additional Class Members account for more than 250 weeks worked within the

Class Period or PAGA Period, Defendants will pay for those additional weeks in accordance with the Allocation Formula separate and apart from the Gross Settlement Amount. In the event a Class Member is deceased, Class Member shall also include the court appointed representative of any deceased Class Member or, in the absence of a court appointed representative, the surviving spouse, or, in the absence of a surviving spouse, the surviving children, or in the absence of a surviving spouse or children, the surviving parents of the deceased Class Member.

- M.** Class Notice Packet: means the Notice of Class Action Settlement attached as Exhibit A, to be mailed by the Administrator to Class Members and Aggrieved Employees in English and Spanish in the form approved by the Court pursuant to the Preliminary Approval Order, without material variation.
- N.** Class Period: The period from March 4, 2015, until the date of filing a motion for preliminary approval of the Settlement.
- O.** Court: means the United States District Court for the Central District of California, located at U.S. Courthouse, 350 West 1st Street, Los Angeles, California 90012, Courtroom 6C, the Honorable Stanley Blumenfeld Jr. presiding.
- P.** Defendants: means Rail Delivery Services, Inc., and Greg P. Steffle.
- Q.** Defense Counsel: Victor J. Cosentino and Gloria Medel of Larson & Gaston, LLP, and Alisa E. Sandoval of Richardson | Ober LLP.
- R.** Effective Final Settlement Date: means the later of: (i) in the event an appeal of the Final Order and Judgment (other than an appeal of Class Counsel's Attorney Fee and Cost Award) is filed, the date of final affirmance of approval of the settlement following an appeal of the Final Order and Judgment, or the expiration of the time for a petition for a writ of certiorari to review the appellate decision affirming the Final Order and Judgment and, if certiorari be granted, the date of final affirmance of the Final Order and Judgment following review pursuant to that grant; or (ii) in the event an appeal of the Final Order and Judgment is filed (other than an appeal of Class Counsel's fees, costs and expenses), the date of final dismissal of any appeal from the Final Order and Judgment or the final dismissal of any proceeding on certiorari to review the Final Order and Judgment; or (iii) if no appeal is filed, one (1) business day after the expiration date of the time for the filing or noticing of any appeal from the Final Order and Judgment. Notwithstanding the foregoing, an appeal of only the award of Class Counsel's Attorney Fee and Cost Award shall not delay the Effective Final Settlement Date. If Class Counsel appeals the Class Counsel Attorney Fee and Cost

Award, the difference between the amount awarded by the Court and the amount sought in appeal shall be held in trust by the Administrator pending resolution of the appeal.

- S.** Error & Omissions Fund (E&O Fund): means an agreed-upon total amount of \$100,000 paid from the Gross Settlement Amount, and designated as an E&O Fund, which will be used to resolve errors resulting from incorrect data for weeks worked within the Class Period or other claimed errors with the Class Information except for the omission of a Class Member. Should errors in the Class Information cause the E&O fund to be depleted, Defendants shall be liable to Class Members for the amounts in excess of \$100,000 in addition to the Gross Settlement Amount. Prior to filing for Final Approval, any and all amounts remaining in the E&O Fund will be allocated among all Participating Class Members consistent with the Allocation Formula. The E&O Fund is not to be allocated to compensate individuals who meet the definition of a Class Member but who were left off the Class List. Defendants shall pay any individual who establishes he or she was omitted from the Class List at the Base Payment plus weekly values used to calculate the Estimated Individual Settlement Shares as determined by the Administrator separate and apart from the Gross Settlement Amount and E&O Fund, provided that class members who opted-out in response to the initial class notice are not class members and shall not be considered to have been left off the Class List. The Claims Administrator shall also determine whether an individual claiming that he was left off the Class List has established that fact by a preponderance of the evidence.
- T.** Estimated Individual Settlement Share: means the estimated individual settlement shares of Class Members that will be listed in each Class Members Notice of Settlement. The Estimated Individual Settlement Share will be calculated using the Allocation Formula set forth in Exhibit D assuming that no Class Members choose to opt out of the settlement, that the Court awards the full amount of Class Counsel Fees and Costs requested and the full amount of the Named Plaintiff and Testifying Plaintiff service awards requested, the Court approves the PAGA Payment, and without considering the amounts in the Errors and Admissions fund.
- U.** Final Approval Hearing: means the hearing to be conducted by the Court to determine whether to finally approve and implement the terms of this Settlement.
- V.** Final Order and Judgment: means the final order entered by the Court after the Final Approval Hearing approving the settlement and entering judgment pursuant to this Settlement and in accordance with Fed. R. Civ. P. 58.
- W.** Gross Settlement Amount: The total value of the Settlement is a non-reversionary Six Million Dollars (\$6,000,000.00), excluding the employer's portion of payroll taxes on

the wage allocation of the Final Individual Settlement Shares which RDS shall also pay in addition to the Gross Settlement Amount and excluding any amounts that the Defendant is obligated to pay that are excluded from the E&O Fund, as described in Section I.S. This is the gross amount Defendants can be required to pay or cause to be paid under this Settlement, which includes without limitation: (i) the Net Settlement Amount to be paid to Participating Class Members; (ii) Class Counsel Attorney Fee and Cost Award, as approved by the Court; (iii) the Named Plaintiff Service Awards, as approved by the Court; (iv) the Testifying Class Member Service Awards, as approved by the Court; (v) Administration Costs, as approved by the Court; (vi) Error & Omissions Fund except for the exclusions set forth therein; and (vii) the PAGA Payment to the LWDA and to Aggrieved Employees, as approved by the Court. No portion of the Gross Settlement Amount will revert to Defendants for any reason. The Gross Settlement Amount is intended to compensate approximately 453 Class Members and 349 Aggrieved Employees. Any additional people who come forward who were not included in the Class List but prove to the satisfaction of the Administrator that they meet the Class Member or Aggrieved Employee definitions will be compensated by additional funds paid by Defendants in the same amount recovered by a Participating Class Member or Aggrieved Employee working the same number of weeks pursuant to the Allocation Formula.

- X.** Individual PAGA Payment: means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of pay periods worked during the PAGA Period.
- Y.** Final Individual Settlement Share(s): The amount payable to each Participating Class Member from the Net Settlement Amount as calculated by the Allocation Formula attached hereto as Exhibit D. Class Members are not required to submit a claim form to receive their Final Individual Settlement Shares pursuant to this Settlement.
- Z.** LWDA: California Labor and Workforce Development Agency.
- AA.** Named Plaintiffs: means Salvador Canava, Jesus Dominguez, and Omar Rivera.
- BB.** Named Plaintiff Service Awards: The amount the Court awards to Named Plaintiffs for their services as the class representatives, which will be up to Ten Thousand Dollars (\$10,000.00) each. These payments shall be paid from the Gross Settlement Amount. These awards are subject to approval of the Court. If the Court awards less than the amount requested, any amount not awarded will be part of the Net Settlement Amount for distribution to Participating Class Members.

- CC.** Net Settlement Amount: means the net amount available after Final Approval for payment of Final Individual Settlement Shares to Participating Class Members. The Net Settlement Amount is the amount remaining after deducting from the Gross Settlement Amount the following: (i) Class Counsel Attorney Fee and Cost Award, as approved by the Court; (ii) the Named Plaintiff Service Awards, as approved by the Court; (iii) the Testifying Class Member Service Awards, as approved by the Court; (iv) Administration Costs, as approved by the Court; (v) the total amount of all allocations made from the E&O Fund used to resolve errors and omissions; and (vi) the PAGA Payment to the LWDA and to Aggrieved Employees, as approved by the Court.
- DD.** Notices of Settlement: means the Notice of Class Action Settlement (substantially in the form attached hereto as Exhibit A).
- EE.** PAGA: The California Labor Code Private Attorneys General Act of 2004 (Cal. Labor Code §§ 2698 et seq.).
- FF.** PAGA Notice: means the two letters from Plaintiffs' Counsel to the LWDA and Defendants or Defense Counsel, dated February 27, 2019 and April 16, 2020, sent on behalf of Plaintiffs and allegedly Aggrieved Employees constituting written notice required by Labor Code section 2699.3 of alleged violations of the California Labor Code by Defendants and all and any and all related, parent, and/or alter ego companies, corporations, partnerships, subsidiaries, and/or business entities, as well as against any and all officers, owners, directors, managers, managing agents, or entities who are or may be liable under law for any of the violations alleged.
- GG.** PAGA Payment: The PAGA Payment consists of One Hundred Thousand Dollars (\$100,000.00) of the Gross Settlement Amount, which is allocated to satisfy the PAGA penalties claim as alleged in the Action. Seventy-Five Thousand Dollars (\$75,000.00), which is seventy-five percent (75%) of the PAGA Payment, shall be paid to the LWDA. Twenty-Five Thousand Dollars (\$25,000.00), which is twenty-five percent (25%) of the PAGA Payment, shall be distributed as Individual PAGA Payments to Aggrieved Employees who are eligible for PAGA penalties.
- HH.** PAGA Period: The PAGA period is defined as March 4, 2018, through the date of filing the motion for preliminary approval.
- II.** Participating Class Members: All Class Members who do not timely submit a valid request to exclude themselves from this Settlement in compliance with the process described in the Notice Packet. Individuals who previously opted out of the class are not Class Members and may not be Participating Class Members.

- JJ.** Parties: Collectively, Named Plaintiffs Salvador Canava, Jesus Dominguez, and Omar Rivera, Rail Delivery Services, Inc., and Greg P. Steffle.
- KK.** Personal Guaranty Agreement: The Personal Guaranty Agreement of Greg P. Steffle is attached as Exhibit B and incorporated into this Settlement.
- LL.** Preliminary Approval or Preliminary Approval Order: The Court's order preliminarily approving the proposed Settlement, approving the manner and timing of providing Notices of Settlement to the Class Members, and establishing the time period for opt-outs and objections.
- MM.** Qualified Settlement Fund: A fund within the meaning of Treasury Regulation § 1.46B-1, 26 C.F.R. § 1.468B-1 et seq., that is established by the Administrator for the benefit of Participating Class Members, Named Plaintiffs, Testifying Class Members, Aggrieved Employees, and Class Counsel.
- NN.** Released Class Claims: means all claims that were raised in or could have been raised by the facts alleged in the Third Amended Complaint and the two PAGA letters through the filing of the Motion for Preliminary Approval including but not limited to claims for damages and penalties pursuant to the Fair Labor Standards Act, 29 U.S.C. §206 et seq. and its implementing regulations; claims for unconscionable contracts; failure to pay minimum wage in each week in violation of California Labor Code sections 204, 218.6, 1194 and 1182.12 and IWC Wage Order 9, Section 4; failure to pay minimum wage for all nonproductive time worked in violation of California Labor Code sections 1194 and 226.2; failure to provide meal periods or compensation in lieu thereof with Labor Code sections 226.7 and 512 and IWC Wage Order No. 9; failure to authorize and permit rest periods or compensation in lieu thereof with Labor Code sections 226.7 and 512 and IWC Wage Order No. 9; failure to timely pay wages to employees who are discharged or quit in violation of Labor Code sections 201, 202, and 203; failure to provide itemized wage statements in violation of Labor Code section 226; making unlawful deductions from wages and failing to reimburse business expenses in violation of Labor Code sections 221, 450 and 2802 and IWC Wage Order 9; Violation of Business and Professions Code section 17200 et seq.; and liability under Labor Code section 558.1.
- OO.** Released PAGA Claims: means the claims for civil penalties under PAGA based on the Labor Code violations alleged in the PAGA Notice and all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts

stated in the Third Amended Complaint during the PAGA Period including but not limited to: failure to pay minimum wage in each week in violation of California Labor Code sections 204, 218.6, 1194, 1197.1, and 1182.12 and IWC Wage Order 9, Section 4; failure to pay wages at the time they were due in violation of California Labor Code sections 204 and 210; failure to pay minimum wage for all nonproductive time worked in violation of California Labor Code sections 1194 and 226.2; failure to provide meal periods or compensation in lieu thereof with Labor Code sections 226.7 and 512 and IWC Wage Order No. 9; failure to authorize and permit rest periods or compensation in lieu thereof with Labor Code sections 226.7 and 512 and IWC Wage Order No. 9; failure to timely pay wages to employees who are discharged or quit in violation of Labor Code sections 201, 202, and 203; failure to provide itemized wage statements in violation of Labor Code section 226; making unlawful deductions from wages and failing to reimburse business expenses in violation of Labor Code sections 221, 225.5, and 2802 and IWC Wage Order 9; violation of Labor Code section 558; failure to keep payroll records in violation of California Labor Code sections 1174.5 and 1174(c) and (d); as well as all other civil penalties identified in the PAGA Notice including those under Labor Code sections 226.3 and 226.8; and liability under Labor Code section 558.1.

- PP.** Released Parties: means (a) Rail Delivery Services, Inc., and each and any of its past, present, and future parent entities, predecessor and successor entities, shareholders, officers, directors, employees, insurers, attorneys, and/or agents, and (b) Greg P. Stefflre, his spouse, heirs, executors, beneficiaries, insurers, attorneys, and/or agents.
- QQ.** Releasing Parties: means the Named Plaintiffs, the Participating Class Members, the Aggrieved Employees, and all persons purporting to act on their behalf or purporting to assert a claim under or through them, including but not limited to, their dependents, spouses, heirs and assigns, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, representatives, agents, and successors-in-interest, whether individual, class, representative, legal, equitable, direct or indirect, or any other type or in any other capacity.
- RR.** Response Deadline: Sixty (60) calendar days from the initial mailing of the Class Notice Packet by the Administrator.
- SS.** Settlement: The settlement agreement reflected in this document, titled “Class Action Settlement Agreement.”
- TT.** Testifying Class Members: means Rahul Sethi, Cesar Ruiz, and Zachery Wimberly.

UU. Testifying Class Member Service Awards: The amount the Court awards to Testifying Class Members for their services, which will be up to Five Thousand Dollars and Zero Cents (\$5,000.00) each. These payments shall be paid from the Gross Settlement Amount and will not be opposed by Defendants. Payment of the Testifying Class Member Service Award to a Testifying Class Member is conditioned on such Testifying Class Member signing the Testifying Class Member Release in the form attached hereto as Exhibit C and transmitting it to Defense Counsel before the Response Deadline. These awards are subject to approval of the Court. If the Court awards less than the amount requested, any amount not awarded will be part of the Net Settlement Amount for distribution to Participating Class Members. If a Testifying Class Member does not timely submit the Testifying Class Member Release then he will not receive a Testifying Class Member Service Award and the amount not awarded will be part of the Net Settlement Amount for distribution to Participating Class Members.

II. SETTLEMENT TERMS AND CONDITIONS

- A. Notice to the Labor and Workforce Development Agency (“LWDA”).** Named Plaintiffs filed and served their PAGA Notice of Labor Code Violations pursuant to Labor Code Section 2699.3 and waited the statutory time-period needed without response from the LWDA to file the PAGA complaint. Thus, Named Plaintiffs represent that they have satisfied their notice obligations under the PAGA. Named Plaintiffs will also provide notice of the initial fully executed version of this settlement to the LWDA within seven (7) calendar days of the date of this Settlement.
- B. Class Period Revised.** Solely for the purposes of this Settlement, the Parties stipulate and agree that the class certified by the District Court on February 27, 2020 should run for the Class Period only.
- C. Appointment of Administrator.**
1. The Administrator identified above shall be appointed by the Court to serve as Administrator.
 2. As set forth in greater detail below, the Administrator shall be responsible for preparing, printing, and mailing the Class Notice Packet to the Class Members; keeping track of any objections or requests for exclusion from Class Members; performing skip traces and re-mailing Notices and Final Individual Settlement Shares to Class Members; calculating any and all payroll tax deductions as required by law; providing weekly status reports to Defense Counsel and Class Counsel, which is to include updates on any objections or requests for exclusion that have

been received; providing a due diligence declaration for submission to the Court prior to the Final Approval Hearing; calculating Estimated and Final Individual Settlement Shares; calculating and timely providing to Defendants a calculation of the employer's portion of payroll withholdings on the wage component of the Net Settlement Fund; mailing Final Individual Settlement Shares to Participating Class Members; mailing the PAGA Payment to the LWDA; calculating and mailing to Aggrieved Employees their individual share of the PAGA Payment; distributing the Class Counsel Attorney Fee Award and Class Counsel Cost Award to Class Counsel; printing and providing Participating Class Members, Named Plaintiffs, and Testifying Class Members with W-2s and 1099 forms as required under this Settlement and applicable law; submitting a due diligence declaration to Class Counsel upon the completion of the Settlement; providing any funds remaining in the Qualified Settlement Fund as a result of uncashed checks to be submitted to the California State Controller as unclaimed property in the name of the Class Member(s) and Aggrieved Employees who did not cash his or her check(s), and for such other tasks as the Named Plaintiffs and Defendants mutually agree.

3. The Parties each represent that they do not have any financial interest in the Administrator or otherwise have a relationship with the Administrator that could create a conflict of interest.

D. Motion for Preliminary Approval.

1. Named Plaintiffs will move for an order granting Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Class Notice Packet within a reasonable time after full execution of this Settlement.
2. At the Preliminary Approval hearing, Named Plaintiffs will support the granting of the motion and submit a proposed order granting Preliminary Approval of the Settlement; appointing the Administrator; approving the Class Notice Packet; and setting the date and time of the Final Approval Hearing.

E. Notice to Class Members. After the Court enters its Preliminary Approval Order, every Class Member will be provided with the Class Notice Packet in accordance with the following procedure:

1. Within five (5) business days after entry of the Preliminary Approval Order, Defendants shall deliver to Class Counsel and the Administrator the Class

Information. If any or all of this information is unavailable to Defendants, Defendants will so inform Class Counsel and the Parties will make their best efforts to reconstruct or otherwise agree upon how to deal with the unavailable information. The Administrator will run the addresses of all Class Members through the U.S. Postal Service's National Change of Address Database ("NCOA") for the most current address. The Administrator shall maintain the Class Information and all data contained within the Class Information as private and confidential, use the Class Information only for purposes of this Settlement and for no other purpose, and restrict access to the Class Information to Administrator employees who need access to the Class Information to effect and perform under this Settlement. Other than for purposes of contacting opt-outs, Class Counsel shall maintain Class Information for any opt-outs in confidence.

- 2. Calculating Estimated Individual Settlement Shares and Final Individual Settlement Shares.** Subject to the terms and conditions of this Settlement, The Administrator will calculate for each Class Member the Estimated Individual Settlement Share from the Net Settlement Amount which will be shown in the Notice of Class Action Settlement sent to such Class Member. Thereafter, immediately following the Response Deadline, the Administrator will recalculate the Estimated Individual Settlement Shares to take into account all allocations from and amounts remaining in the E&O Fund, which shall be submitted to the Court on the Motion for Final Approval. Following Final Approval, to the extent required following changes, if any, to the allocations of the Gross Settlement Fund, the Administrator shall again recalculate the Final Individual Settlement Shares to take into account any additional changes made by the Court.
- 3. Final Individual Settlement Share Calculation.** Each Participating Class Member will receive a proportionate share of the Net Settlement Amount in accordance with the Allocation Formula.
 - i. Tax Withholdings.** Each Participating Class Member's Final Individual Settlement Share will be apportioned as follows: 20% wages for which each Participating Class Member will be issued an IRS Form W-2, and 80% to reimbursement of expenses, interest, and penalties for which each Participating Class Members will be issued an IRS Form 1099. The Administrator will deduct applicable taxes from the wage portion of the settlement payment.
 - ii. Effect of Non-Participating Class Members on Calculation of Final Settlement Share Calculation.** Non-Participating Class Members will not receive any Final Individual Settlement Shares. The Administrator will retain

amounts equal to their Estimated Individual Settlement Shares in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

- 4. Calculating Aggrieved Employees' Share of PAGA Payment.** Subject to the terms and conditions of this Settlement, the Administrator will calculate each Aggrieved Employee's individual PAGA payment which will be shown in the Notice of Class Action Settlement sent to such Aggrieved Employee. Each Aggrieved Employee's individual payment will be calculated in accordance with the Allocation Formula.
- 5.** Within ten (10) business days after receipt of this information from Defendants , the Administrator will mail the appropriate Class Notice Packet to all Class Members via first-class regular U.S. Mail, using the mailing address information provided by Defendants, the results of the NCOA database search, and any updated addresses provided by Class Counsel.
- 6.** If a Class Notice Packet is returned because of an incorrect address, within ten (10) calendar days from receipt of the returned Notice, the Administrator will conduct a search for a more current address for the Class Member and re-mail the Notice Packet to the Class Member. The Administrator will use the National Change of Address Database and skip traces to attempt to find the current address. The Administrator will be responsible for taking reasonable steps to trace the mailing address of any Class Member for whom a Class Notice Packet is returned by U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; seeking updated addresses from Class Counsel; and promptly re-mailing to Class Members for whom new addresses are found. If the Administrator is unable to locate a better address, the Class Notice Packet shall be re-mailed to the original address. If the Notice Packet is re-mailed, the Administrator will note for its own records the date and address of each re-mailing. Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional thirty (30) calendar days from the date of re-mailing or until five days before the Final Approval Hearing, whichever is earlier to submit a Request for Exclusion or Objection. Any Class Member who does not receive the Class Notice Packet after the steps outlined above have taken place will still be bound by the Settlement and the Final Order and Judgment.

7. The Administrator shall provide a weekly status report to the Parties. As part of its weekly status report, the Administrator will inform Class Counsel and Defense Counsel of the number of Class Notice Packets mailed, the number of Class Notice Packets returned as undeliverable, the number of Class Notice Packets re-mailed, and the number of Requests for Exclusion and/or Objection received.
8. **Challenges to Calculation of Workweeks.** Each Class Member shall have until the Response Deadline to challenge the number of Class pay periods and/or PAGA pay periods (if any) allocated to the Class Member in the Notice of Class Action Settlement. The Class Member may challenge the allocation by communicating with the Administrator via fax, email, or mail. The Administrator must immediately notify Class Counsel and Defense Counsel of the receipt of any challenge and must encourage the challenging Class Member and Defendants to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to rely on the pay periods contained in the Class Information. The Administrator's determination of each Class Member's allocation of Class pay periods and/or PAGA pay periods shall be final. The Administrator shall promptly provide copies of all challenges to calculation of Class pay periods and/or PAGA pay periods and the Administrator's determination of such challenges to Defense Counsel and Class Counsel. Any increases to the Estimated Individual Settlement Shares or Individual PAGA Payments due to challenges to calculation of workweeks shall be paid from the E&O Fund as provided in Section I.S.
9. Defendants represent that they have acted in good faith and have taken reasonable efforts to ensure that the Class Information accurately reflects the business documents and records of Defendants. Named Plaintiffs are acting in reliance on these representations.
10. **Objections to Settlement.** A Class Member may object to the Class Settlement by mailing, emailing, or faxing a copy of his/her written objection to the Administrator at the address listed in the Notice Packet. An objecting Class Member or his or her representative's written objection must include the word "Objection", state the grounds of his/her objection to the Settlement, indicate whether he/she intends to appear at the Final Approval Hearing, be signed and dated, state his/her name, provide the last four digits of his/her social security number, provide his/her full address, email address and telephone number and be mailed to the Administrator via U.S. First Class Mail, email or fax to the address found on the Notice, postmarked, emailed or faxed by no later than the Response Deadline. Subject to review by Class Counsel, Defense Counsel, and the Court, the date of the postmark on the return mailing envelope on the Objection or the actual date of receipt of an

email or fax shall be the exclusive means used by the Administrator to determine whether a Class Member has timely submitted an objection to the Settlement. The Administrator will forward any objections to Defense and Class Counsel upon receipt. Class Members to whom Notice Packets are re-sent after having been returned undeliverable to the Administrator shall have an additional thirty (30) calendar days from the date of re-mailing or until five days before the Final Approval Hearing, whichever is earlier to submit his or her objection to the Settlement. Class Members who Opt-Out have no right to object to the Settlement.

11. Request for Exclusion from the Settlement (“Opt-Out”). Class Members may opt out of the Settlement. To Opt-Out from the Settlement, a Class Member must submit a written request for exclusion to the Administrator by the Response Deadline. The request for exclusion must: (1) be signed and dated by the Class Member or authorized legal representative; (2) must contain the Class Member’s printed name, signature, full address, email address and telephone number, and the last four digits of the Class Member’s social security number and (3) be postmarked by the Response Deadline and delivered to the Administrator at the specified address or sent by mail, email or fax on or before the Response Deadline. The Administrator will forward any opt outs to Defense and Class Counsel upon receipt. Subject to review by Class Counsel, Defense Counsel, and the Court, the date of the postmark on the return mailing envelope on the Request for Exclusion, or the actual date of receipt of an email or fax shall be the exclusive means used by the Administrator to determine whether a Class Member has timely requested exclusion from the Settlement. Any Class Member who properly requests to be excluded from the Settlement shall not be entitled to any benefits under the Settlement and shall not be bound by the terms of the Settlement and shall not have any right to object to the Settlement or appeal from the entry of the Judgment. Class Members who do not submit a valid and timely request for exclusion as set forth above are Participating Class Members and shall be bound by all terms of the Settlement and Judgment entered in this Action upon the Court finally approving the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional thirty (30) calendar days from the date of re-mailing or until five calendar days before the Final Fairness Hearing, whichever is earlier to submit a request for exclusion. Class Members who submit a valid and timely request for exclusion will still receive an Individual PAGA Payment if he or she worked during the PAGA Period. The Administrator may not reject a request for exclusion as invalid because it fails to contain all the information specified above. The Administrator shall accept any request for exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member’s desire to be

excluded. If the Administrator has reason to question the authenticity of a request for exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination shall be final.

12. Declaration. No later than fourteen (14) calendar days after the Response Deadline, the Administrator will provide the Parties with a declaration of due diligence setting forth its compliance with its obligations under this Settlement. The declaration will include a complete and accurate accounting of the number of Notices mailed to Class Members, the number of Notices returned as undeliverable, the number of Notices re-mailed to Class Members, the number of re-mailed Notices returned as undeliverable, the number of Class Members who objected to the Settlement and copies of their submitted objections, the number of Class Members who returned valid requests for exclusion, and the number of Class Members who returned invalid requests for exclusion. The declaration from the Administrator shall also be filed with the Court by Class Counsel no later than ten (10) calendar days before the Final Approval Hearing. Before the Final Approval Hearing, the Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

- F. Defendants' Option to Terminate.** If more than ten percent (10%) of the Class Members who receive notice pursuant to Preliminary Approval submit valid requests for exclusion, Defendants, at their sole option, may nullify the Settlement ten (10) business days of learning that ten percent (10%) or more of the Class Members timely and properly requested exclusion from the Settlement.
- G. No Solicitation of Objection or Requests for Exclusion.** Neither the Parties nor their respective counsel will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, request exclusion from the Settlement, or appeal from the Judgment.
- H. Motion for Final Approval.** Class Counsel will file a motion and memorandum in support of final approval of the Settlement. and the following payments in accordance with the terms of the Settlement, and the Preliminary Approval Order: the Class Counsel Attorney Fee and Cost Award; Administrative Costs; the Named Plaintiff Service Awards; the Testifying Class Member Service Awards; and the PAGA Payment.
- I. Calculation of Employer-Side Payroll Withholdings.** The Administrator will be responsible for the calculation and payment of employer-side payroll withholdings.

- J. Funding the Settlement:** Within forty-five (45) calendar days following Final Order and Judgment by the Court regardless of any appeal or January 6, 2023, whichever is later, Defendant RDS shall pay or cause to be paid the Gross Settlement Amount plus the amount of employer-side payroll withholdings calculated by the Administrator into the Qualified Settlement Fund set up by the Administrator by wiring the funds together with any additional amounts owed as a result of Defendants' omission of a Class member from the Class List as described on Section I.S. Defendant RDS shall also at this time provide any tax information in its possession, custody, or control that the Administrator may need to calculate the taxes on the wage allocation portion of each Participating Class Members' Final Individual Settlement Share.
- K. Guarantee of Funding.** Greg P. Stefflre shall personally guarantee payment of the Gross Settlement Amount plus the amount of employer-side payroll withholdings calculated by the Administrator. The guarantee shall be pursuant to the written Personal Guarantee Agreement attached hereto as Exhibit B. The Personal Guarantee Agreement shall only be enforceable to the extent this Settlement is enforceable after the Effective Final Settlement Date and if the Court enters a Final Order and Judgment.
- L. Waiver of Right to Appeal.** Provided that the Final Order and Judgment is consistent with the terms and conditions of this Settlement, if Class Members do not timely object to the Settlement, then the Parties and their respective counsel waive any and all rights to appeal from the Final Order and Judgment, including, but not limited to, all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate or set aside judgment, and any extraordinary writ, and the Final Order and Judgment will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceeding, or post-judgment proceeding. This section does not apply to any and all rights to appeal a Final Order and Judgment regarding Class Counsel Attorney's Fees and Cost Awards. Class Counsel reserves any and all rights to appeal a Final Order and Judgment regarding Class Counsel Attorney's Fees and Cost Awards.
- M. Settlement Disbursement.** Subject to the terms and conditions of this Settlement, within ten (10) calendar days after the (1) Settlement is funded or (2) the Effective Final Settlement Date, whichever is later, the Administrator will make payments out of the Gross Settlement Amount consistent with the Final Order and Judgment as set forth below. The Administrator shall keep Defense Counsel and Class Counsel apprised of all distributions from the Gross Settlement Amount. The Administrator shall respond to questions from Defense Counsel and Class Counsel regarding distributions. No person shall have any claim against Defendants, Defense Counsel, Named Plaintiffs,

Class Counsel, or the Administrator based on the allocations, distributions and payments made in accordance with this Settlement.

- 1. To the Named Plaintiffs:** In addition to his Final Individual Settlement Share, and subject to the Court's approval, the Named Plaintiffs will each receive the Named Plaintiff Service Award. The Administrator will pay the Named Plaintiff Service Award out of the Gross Settlement Amount. Payroll tax withholdings and deductions will not be taken from the Named Plaintiff Service Award. An IRS Form 1099 will be issued to Named Plaintiffs with respect to their Named Plaintiff Service Award. In the event the Court does not approve the entirety of the application for the Named Plaintiff Service Award, the Administrator shall pay whatever amount the Court awards, and neither Defendants nor the Administrator shall be responsible for paying the difference between the amount requested and the amount awarded. If the amount awarded is less than the amount requested by Class Counsel, the difference shall be part of the Net Settlement Amount and be available for distribution to Participating Class Members. Named Plaintiffs assume full responsibility and liability for taxes owed on the Named Plaintiff Service Award.
- 2. To the Testifying Class Members:** In addition to their Final Individual Settlement Shares, and subject to the Court's approval, and conditioned on submitting a signed Testifying Class Member Release to Defense Counsel by the Response Deadline, the Testifying Class Members will receive the Testifying Class Member Service Award. The Administrator will pay the Testifying Class Member Service Award out of the Gross Settlement Amount. Payroll tax withholdings and deductions will not be taken from the Testifying Class Member Service Award. An IRS Form 1099 will be issued to Testifying Class Members with respect to their Testifying Class Member Service Award. In the event the Court does not approve the entirety of the application for the Testifying Class Member Service Award, the Administrator shall pay whatever amount the Court awards, and neither Defendants nor the Administrator shall be responsible for paying the difference between the amount requested and the amount awarded. If the amount awarded is less than the amount requested by Class Counsel, the difference shall be part of the Net Settlement Amount and be available for distribution to Participating Class Members. Testifying Class Members assume full responsibility and liability for taxes owed on the Testifying Class Member Service Award.
- 3. To Class Counsel:** The Administrator will pay the court-approved amounts for the Class Counsel Attorney Fee and Cost Award to Getman, Sweeney & Dunn PLLC out of the Gross Settlement Amount. Payroll tax withholding and deductions will

not be taken from the Class Counsel Attorney Fee and Cost Award. IRS Forms 1099 will be issued to Class Counsel with respect to these payments. In the event the Court does not approve the entirety of the application for the Class Counsel Attorney Fee and Cost Award, Class Counsel may appeal the Award. An appeal of the award of Class Counsel Attorneys Fee and Cost Award shall not delay the Effective Final Settlement Date. If Class Counsel appeals the Class Counsel Attorney and Cost Award, the Administrator shall pay whatever amount the Court awards pending the appeal. If Class Counsel does not appeal either award, the Administrator shall pay whatever amount the Court awards and neither Defendants nor the Administrator shall be responsible for paying the difference between the amount requested and the amount awarded. If the amount awarded is less than the amount requested by Class Counsel for the Class Counsel Attorney Fee and Cost Award, the difference shall be held by the Administrator in an interest bearing escrow pending the appeal and upon completion of the appeal shall either be paid to Class Counsel if the appeal is successful or shall be part of the Net Settlement Amount and be available for distribution to Participating Class Members. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Attorney Fee and Cost Award.

- 4. To the Responsible Tax Authorities:** The Administrator will pay the amount of the Participating Class Members' portion of normal employee share of payroll withholding taxes out of each person's Final Individual Settlement Share. The Administrator shall also pay Defendants' portion of payroll taxes as the current or former employer (including the employer's payment of applicable FICA, FUTA, and SUI contributions, state or local payroll taxes, etc.) to the appropriate local, state, and federal taxing authorities. The Administrator will calculate the amount of the Participating Class Members' and Defendants' portion of payroll withholding taxes. Rail Delivery Services will separately provide the employer share of payroll taxes to the Administrator as determined by the Administrator.

- 5. To the Administrator:** The Administrator will pay to itself Court-approved Administration Costs. This will be paid out of the Gross Settlement Amount. If the actual amount of Administration Costs is less than the amount estimated and/or requested, the difference shall be part of the Net Settlement Amount and be available for distribution to Participating Class Members. Defendants shall not be responsible for paying the difference between the amount requested and the amount awarded. Defendants assume no responsibility and liability for taxes owed on the Administration Costs.

- 6. To Participating Class Members:** The Administrator will pay Participating Class Members according to the Final Individual Settlement Share calculations. Other than payment of the employer's share of payroll withholding taxes on the wage allocation of each Final Individual Settlement Share, Defendants assume no responsibility and liability for taxes owed on the Final Individual Settlement Share.
- 7. To Aggrieved Employees.** The Administrator will pay Aggrieved Employees according to the calculations set forth above in the Allocation Formula. All payments to Aggrieved Employees shall be made from the 25% of the PAGA Payment allocable to employees. Defendants assume no responsibility and liability for taxes owed on PAGA penalties paid to Aggrieved Employees.
- 8. To LWDA.** The Administrator will pay the LWDA 75% of the PAGA Payment. Plaintiffs and Defendants assume no responsibility and liability for taxes owed on PAGA penalties paid to LWDA.
- 9. Uncashed Checks.** Participating Class Members must cash or deposit their Final Individual Settlement Share checks within three hundred and sixty (360) calendar days after the checks are mailed to them. If any checks are not redeemed or deposited within one hundred and eighty (180) calendar days after mailing, the Administrator will send a reminder postcard indicating that unless the check is redeemed or deposited in the next one hundred and eighty (180) calendar days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced. If any checks remain uncashed or not deposited by the expiration of the 360-day period, or 180-day period after mailing the reminder notice, whichever is earlier, the Administrator will, within three hundred and eighty (380) calendar days after the checks are initially mailed, submit the amount of each such check to the California State Controller as unclaimed property in the name of the Class Member who did not cash his or her check.
- N. Final Report by Administrator.** Within ten (10) calendar days after the disbursement of all funds, the Administrator will serve on the Parties a declaration providing a final report on the disbursements of all funds.
- O. Release of Class Claims by Participating Class Members.** Upon the Effective Final Settlement Date, Defendants fully funding the Gross Settlement Amount, and the Administrator completing the mailing of the Final Individual Settlement Share checks, the Releasing Parties are fully and forever, irrevocably and unconditionally releasing and discharging the Released Parties from the Released Class Claims and any rights, damages, punitive or statutory damages, penalties, interest, attorneys' fees, costs,

liabilities, expenses, and losses for all claims that were raised in or could have been raised by the facts alleged in the Class Action Complaint and the PAGA Notice. Named Plaintiffs agree not to sue or otherwise make a claim against any of the Released Parties for any of the Released Class Claims.

P. Release of Released PAGA Claims by Aggrieved Employees. Upon the Effective Final Settlement Date, Defendants fully funding the Gross Settlement Amount, and the Administrator submitting payment to the LDWA, Named Plaintiffs and Named Plaintiffs on behalf of the State of California fully and forever, irrevocably and unconditionally release and discharge the Released Parties from the Released PAGA Claims and any rights, damages, punitive or statutory damages, penalties, interest, attorneys' fees, costs, liabilities, expenses, and losses based solely upon the facts alleged in the Class Action Complaint during the PAGA Period. Named Plaintiffs and Named Plaintiffs on behalf of the State of California agree not to sue or otherwise make a claim against any of the Released Parties for any of the Released PAGA Claims. Aggrieved Employees cannot opt out of the Settlement.

Q. Named Plaintiffs' and Testifying Class Members' Release of Claims and General Release.

1. Named Plaintiffs' General Release: As part of the consideration for the Named Plaintiffs Service Awards in addition to those releases set forth above applicable to all Participating Class Members and Aggrieved Employees, with respect to the Released Claims, upon the Effective Final Settlement Date and Defendants fully fund the Gross Settlement Amount, Named Plaintiffs will provide the additional general release ("General Release"): Named Plaintiffs, on each of his own behalf and on behalf of his heirs, spouses, executors, administrators, attorneys, agents and assigns, fully and finally releases the Released Parties from all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule or regulation arising out of, relating to, or in connection with any act or omission by or on the part of any of the Released Parties committed or omitted prior to the execution of this Settlement. This General Release includes any unknown claims Named Plaintiffs did not know or suspect to exist in his favor at the time of this General Release, which, if known by him, might have affected his settlement with, and release of, the Released Parties or might have affected his decision not to object to this Settlement or this Release. To the extent the foregoing releases are releases to which Section 1542 of the California Civil Code or similar provisions of other applicable law may apply, Named Plaintiffs and expressly waive any and all rights

and benefits conferred upon them by the provisions of Section 1542 of the California Civil Code or similar provisions of applicable law which are as follows:

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

Named Plaintiffs understand and acknowledge that they may hereafter discover facts in addition to or different from those set forth above and in the Class Action Complaint and PAGA Notice which may affect their rights and that the significance of this release and waiver of Civil Code Section 1542 has been explained to them by Class Counsel.

- 2. Testifying Class Members' General Release:** In addition to those releases set forth above applicable to all Participating Class Members and Aggrieved Employees, with respect to the Released Claims, upon the Effective Final Settlement Date and Defendants fully fund the Gross Settlement Amount, in consideration of and as a condition for payment of the Service Awards for Testifying Class Members, Testifying Class Members will execute the additional general release ("General Release") set forth hereto as Exhibit C and provide it to the Administrator with a copy to Defense Counsel by the Response Deadline.

- R. Report to Government Entities:** Nothing in the Release of Class Claims by Class Members, Release of PAGA Released Claims by Aggrieved Employees, or Named Plaintiffs' and Testifying Class Members' Release of Claims and General Release shall prohibit or restrict Named Plaintiffs, Testifying Class Members, Participating Class Members, or Aggrieved Employees from providing testimony before, providing confidential information to, reporting possible violations of law or regulation to, or from filing a claim or assisting with an investigation directly with a self-regulatory authority or a government agency or entity, including the U.S. Equal Employment Opportunity Commission, the Department of Labor, the National Labor Relations Board, the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General (collectively, the "Regulators"), or from making other disclosures that are protected under the whistleblower provisions of state or federal law or regulation. However, to the maximum extent permitted by law, Named Plaintiffs, Testifying Class Members, and Participating Class Members will be releasing their right to receive any individual monetary relief from Defendants resulting from such claims or conduct, regardless of whether they or another party has filed them, and if they obtain such monetary relief the Defendants will be entitled to an offset for

the payments made pursuant to the Settlement. The Release of Class Claims by Class Members, Release of PAGA Released Claims by Aggrieved Employees, or Named Plaintiffs' and Testifying Class Members' Release of Claims and General Release does not limit Named Plaintiffs' or Participating Class Members' right to receive an award from any Regulator that provides awards for providing information relating to a potential violation of law. Named Plaintiffs, Testifying Class Members or Participating Class Members do not need the prior authorization of the Defendants to engage in conduct protected by this Paragraph, and do not need to notify the Defendants that they have engaged in such conduct.

S. No Admission of Liability by Defendants: Defendants generally and specifically deny any and all liability or wrongdoing of any sort with regard to any of the claims alleged, make no concessions or admissions of liability of any sort, and contend that for any purpose other than Settlement, the Action is not appropriate for class treatment or for representative treatment. In particular, Defendants assert that: Class Members were properly classified as independent contractors and were not employees; Class Members operate independent businesses distinct from the Company; Defendants did not control the means and manner of performance by Class Members; Class Members invested in their own equipment, materials, and licensing; Class Members were free to negotiate their rates; Class Members could accept and reject loads at their sole discretion without adverse consequences; Class Members could set their own work schedules; Class Members were free to hire their own employees; and Class Members could negotiate and agree to contract cancellation terms. Defendants have also asserted other affirmative defenses throughout the litigation to the claims and to damages and have denied any wrongdoing or liability arising out of any of the alleged facts or conduct in the Action. Neither this Settlement, nor any document referred to or contemplated by this Settlement, nor any action taken to carry out this Settlement, is or may be construed as, or may be used as an admission, concession, or indication by or against Defendants or any of the Released Parties of any fault, wrongdoing, or liability whatsoever. Nor should the Settlement be construed as an admission that Named Plaintiffs can serve as adequate class representatives except for purposes of this Settlement.

T. No Concession of Invalidity of Claims: Neither this Settlement, nor any document referred to or contemplated by this Settlement, nor any action taken to carry out this Settlement, is or may be construed as, or may be used as an admission, concession, or indication by or against Named Plaintiffs or any member of the Class that any of the claims asserted in this case are not valid and meritorious or that Named Plaintiffs and the Class would not ultimately succeed on their claims either in this Court or on appeal from a final order and judgment. Nor should the Settlement be construed as an

admission that the Class is not properly certified, or that Named Plaintiffs are not proper Class Representatives.

U. Voiding of Agreement: If for any reason the Class is not certified or the Settlement is not finally approved by the Court through entry of the Final Order and Judgment, or if the Court materially changes any of the terms of the Settlement including any of the releases set forth in the Settlement, or if Defendants terminate the Settlement pursuant to Paragraph II.F, then (i) this Settlement and any related Settlement documents will be null and void, and (ii) any alteration to the class definition for Settlement purposes will be vacated. In such an event, the Final Settlement Terms dated September 8, 2022, this Settlement, the Notice Packet, and all negotiations leading to the Settlement may not be used as evidence for any purpose, and all Parties shall retain the right to put forward or challenge all claims and allegations in the Action, to assert all applicable defenses, and to dispute the propriety of class certification on all applicable grounds. A failure of the Court to approve all or part of the requested Class Counsel Attorney Fee and Cost Award, Named Plaintiff Service Awards, Testifying Class Member Service Awards, or Administration Costs shall not cause the Settlement to be null and void.

V. Miscellaneous Terms

1. No Effect on “Employee” Benefits. The Named Plaintiff Service Awards, Testifying Class Member Service Awards, and/or Final Individual Settlement Shares paid to Named Plaintiffs, Testifying Class Members, and Participating Class Members shall not be deemed to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (*e.g.*, vacation, holiday pay, retirement plans, etc.) of Named Plaintiffs, Testifying Class Members or the Participating Class Members. The Parties agree that any Named Plaintiff Service Awards, Testifying Class Member Service Awards, and/or Final Individual Settlement Shares paid to Named Plaintiffs, Testifying Class Members or the Participating Class Members under the terms of this Settlement do not represent any modification of Named Plaintiffs’, Testifying Class Members’ or Participating Class Members’ previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by Defendants. Further, any Named Plaintiff Service Awards or Testifying Class Member Service Awards shall not be considered “compensation” in any year for purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan or employee welfare benefit plan sponsored by Defendants.

- 2. Recitals; Integrated Agreement.** The Recitals set forth at the beginning of this Settlement are deemed incorporated herein, and the parties hereto represent they are true, accurate and correct. After this Settlement is signed and delivered by all Parties and their counsel, this Settlement and its exhibits will constitute the entire Settlement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any party concerning this Settlement or its exhibits, other than the representations, warranties, covenants, and inducements expressly stated in this Settlement and its exhibits.
- 3. Authorization to Enter into Settlement.** Class Counsel and Defense Counsel warrant and represent that they are authorized by Named Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties under this Settlement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement this Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties will seek the assistance of the Court in the Action, and in all cases, all such documents, supplemental provisions, and assistance of the court will be consistent with this Settlement.
- 4. Exhibits and Headings.** The terms of this Settlement include the terms set forth in the attached exhibits, which are incorporated by this reference as though fully set forth in this Settlement. Any exhibits to this Settlement are an integral part of the Settlement and must be approved substantially as written. The descriptive headings of any paragraphs or sections of this Settlement are inserted for convenience of reference only and do not constitute a part of this Settlement.
- 5. Interim Stay of Proceedings.** The Parties agree to stay and hold all proceedings in the Action in abeyance, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval Hearing to be conducted by the Court.
- 6. Amendment or Modification of Agreement.** This Settlement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by counsel for all Parties or their successors-in-interest.

- 7. Agreement Binding on Successors and Assigns.** This Settlement will be binding upon, and inure to the benefit of, the successors and assigns of the Parties, as previously defined.
- 8. No Prior Assignment.** Named Plaintiffs hereby represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights released and discharged in this Settlement.
- 9. Applicable Law.** All terms and conditions of this Settlement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.
- 10. Fair, Adequate, and Reasonable Settlement.** The Parties and their respective counsel believe and warrant that this Settlement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Settlement through arm's-length negotiations, considering all relevant factors, current and potential.
- 11. No Tax or Legal Advice.** The Parties understand and agree that the Parties are neither providing tax or legal advice, nor making representations regarding tax obligations or consequences, if any, related to this Settlement. Each Party, including Named Plaintiffs, Testifying Class and Defendants, Class Members, and Defense and Class Counsel will assume their own tax obligations or consequences that may arise from this Settlement, hold the other Parties and Counsel harmless, and will not seek any indemnification from the Parties, any of the Released Parties, or Counsel regarding any such tax obligations or consequences. If any taxing body determines that additional taxes are due from any Class Member, including Named Plaintiffs, Testifying Class Members, or Class Counsel, such individuals or entities assume all responsibility for the payment of such taxes. If any taxing body determines that additional taxes are due from any Defendant, including any employer share of payroll taxes are due, Defendants assume all responsibility for the payment of such taxes.
- 12. Jurisdiction of the Court.** The Court shall retain jurisdiction with respect to the (i) interpretation, implementation, and enforcement of the terms of this Settlement and all orders and judgments entered in connection with this Settlement; (ii) addressing settlement administration matters; and (iii) addressing such post-judgment matters as may be appropriate under Court rules and applicable law. The Parties and their counsel submit to the jurisdiction of the Court for above purposes.


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

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

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

Signature Pages Follow

CLASS COUNSEL



Michael J.D. Sweeney (Pro Hac Vice)
Getman, Sweeney & Dunn, PLLC


Date: October 21, 2022

Susan Martin (Pro Hac Vice)
Dan Bonnett (Pro Hac Vice)
Jennifer Kroll (Pro Hac Vice)
Martin & Bonnett, P.L.L.C.

Edward Tuddenham (Pro Hac Vice)

Howard Z. Rosen
Rosen Marsili Rapp LLP

DEFENSE COUNSEL



Victor J. Cosentino
Gloria G. Medel
Larson & Gaston, LLP

Date: 10/20/22

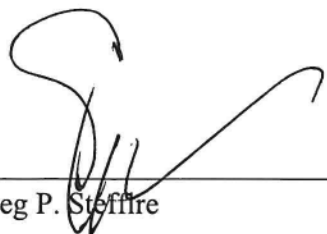
Alisa E. Sandoval
Richardson | Ober LLP

DEFENDANTS

Rail Delivery Services, Inc.


By: Judi Girard-Steffire
Its: Chairwoman of the Board of Directors

Date: 10/20/22



Greg P. Steffire

Date: 10/20/2022

NAMED PLAINTIFFS

Salvador Canava

Date: _____

Jesus Dominguez

Date: _____

Omar Rivera

Date: _____

Greg P. Stefflre Date: _____

NAMED PLAINTIFFS

Salvador Canava  _____ Date: Oct 20, 2022
Salvador Canava (Oct 20, 2022 14:13 PDT)

Jesus Dominguez  _____ Date: Oct 20, 2022
Jesus Dominguez (Oct 20, 2022 09:48 PDT)

Omar Rivera  _____ Date: Oct 20, 2022
Omar Rivera (Oct 20, 2022 11:58 PDT)

Exhibit A

SALVADOR CANAVA, et al. v. RAIL DELIVERY SERVICES, INC., et al.

IMPORTANT LEGAL NOTIFICATION TO CLASS MEMBERS

YOU HAVE BEEN IDENTIFIED AS A MEMBER OF THE CLASS IN THIS LAWSUIT. AS SUCH, YOU ARE ELIGIBLE TO RECEIVE A PAYMENT FROM THE SETTLEMENT OF THIS LAWSUIT.

Please read this document.

A federal court authorized this Notice. This is not a solicitation from a lawyer.

- The Settlement will provide \$6,000,000 to resolve all disputed claims and allegations that Rail Delivery Services, Inc. and Greg Stefflre (collectively “Defendants”) violated various federal and state laws. For a more detailed description of the claims and allegations, please see Section 2 of this Notice below.
- **Your Estimated Individual Settlement Payment is \$<<Award Amount>>.** This amount is an estimate only and your actual payment may be more or less. See Section 4 of the Notice below for more details.
- The two sides disagree as to the probable outcome of the case if it were not settled.
- **Your legal rights will be affected whether you act or do not act.** Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

Do Nothing and Receive Payment	You are automatically a Class Member, and accordingly, you do not need to take any further action to receive money in this Settlement. If the Court grants final approval of the Settlement, a payment will be sent to you.
Object	Write to the Court about what you do not like in the Settlement. See Section 7 of the Notice below for more details.
Go to a Hearing	Ask to speak in Court about the fairness of the Settlement. See Section 6 of the Notice below for more details.
Exclude Yourself	<p>If you don’t want to participate in the proposed Settlement, you can opt-out of the Class Settlement. If you opt-out, you will no longer be eligible for an Individual Settlement Share and will not be able to object to any portion of the proposed Settlement, but you will not be bound by the Judgment to be entered in this case See Section 8 of the Notice below for more details.</p> <p>You cannot opt-out of the settlement of the claims under the Private Attorney General Act (“PAGA”) portion of the proposed Settlement. Defendant Rail Delivery Services, Inc., will pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees will give up their rights to pursue Released PAGA Claims.</p>

- **These rights and options – and the deadlines to exercise them – are explained in this Notice.**
- The Court in charge of this case still must decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved. Please be patient.

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

SALVADOR CANAVA, et al.,

Plaintiffs,

v.

RAIL DELIVERY SERVICES, INC., et al.,

Defendants.

Case No. 5:19-cv-00401-SB(KK)

Honorable Stanley Blumenfeld, Jr.

NOTICE OF CLASS ACTION SETTLEMENT

A Federal Court authorized this Notice. This is not a solicitation from a lawyer.

PLEASE READ THIS NOTICE CAREFULLY.

1. Why did I get this Notice package?

You are receiving this Notice because records indicate that you drove for Rail Delivery Services, Inc. (“RDS”) under an independent contractor agreement during the Class Period, which is March 4, 2015, through [*the date of filing a motion for preliminary approval of the settlement*].

The Court has preliminarily approved a settlement (“Settlement”) of the lawsuit identified above (“Lawsuit”). The Settlement provides for current and former drivers who were classified as independent contractors and drove for RDS during the Class Period (“Class Members”) to receive a portion of a Six Million Dollar (\$6,000,000) fund (“Settlement Fund”). Class Members do not include individuals who previously excluded themselves from the Lawsuit following a notice sent in December 2020. The Court will conduct a hearing (“Fairness Hearing”) to determine if the Settlement should be granted final approval.

This Notice describes the Settlement and describes how you can receive a payment from the Settlement. This Notice also describes how you can object to the Settlement in Section 7, and how you can exclude yourself from the Settlement in Section 8.

2. What is this lawsuit about and why did it settle?

Salvador Canava, Jesus Dominguez, and Omar Rivera are truck drivers who were classified as independent contractors and drove for RDS under independent contractor agreements and are the “Named Plaintiffs.” They brought this Lawsuit in March of 2019 against RDS on behalf of themselves and all the Class Members.

Named Plaintiffs alleged that they were improperly classified as independent contractors and that as a result, the Defendants failed to pay them at least minimum wages and violated federal and state laws governing payments

to employees, including the following California state law claims which remain in the case (1) failure to pay minimum wage in each week; (2) failure to pay minimum wage for all nonproductive time worked; (3) failure to timely pay wages to employees who are discharged or quit; (4) failure to provide itemized wage statements; (5) making unlawful deductions from wages and failing to reimburse business expenses; and (6) Violation of Business and Professions Code. Named Plaintiffs also pursued these claims under the California Labor Code Private Attorneys General Act (“PAGA”). Named Plaintiffs claim that Defendants owe the Drivers wages, penalties, repayment of amounts owed, damages, interest, plus attorneys’ fees and court costs. The parties undertook extensive discovery and numerous depositions were also conducted. The Class Members’ attorneys, who are referred to as “Class Counsel,” analyzed many thousands of documents Defendants provided including dispatch, payment, and related records for more than four hundred Drivers. The parties engaged in three years of litigation before trials were held. At trial, the jury found for Defendants on certain claims and others were dismissed. A second non-jury trial was held but has not yet been decided. Against this extensive background, which has enabled each side to understand the risks of proceeding with the Lawsuit, the parties’ attorneys negotiated the Settlement.

Defendants continue to strongly dispute the allegations, deny any liability, and have what they believe are meritorious defenses to the claims alleged in the Lawsuit. Still, they have decided to settle the Lawsuit at this time because Defendants believe the Settlement is in the best interests of the company and their employees. The Settlement enables Defendants to avoid the risks, costs and distraction of continuing litigation and instead dedicate their time and resources to ongoing business operations and, as such, benefits both their employees and customers. In exchange for the settlement payments, Class Members will release claims raised in this Litigation. See Section 3 below.

Class Counsel continue to believe that the claims in the Lawsuit are meritorious. Nevertheless, Class Counsel believes the Settlement is in the best interests of the Class Members because the Settlement provides a monetary benefit to Participating Class Members and enables them to avoid the risk that Defendants could win the lawsuit, in which case Class Members would recover nothing. The Settlement also enables Class Members to recover money without the long delay of continued litigation.

The Judge overseeing the Lawsuit has “preliminarily approved” the Settlement as fair. The Judge will make his final decision regarding the fairness of the Settlement at the Fairness Hearing described in Section 6 below.

3. What does the Settlement provide?

The following is a summary of the terms of the proposed Settlement. The complete terms are also available for review. You can request a copy of the complete Settlement Agreement from the Administrator or from the attorneys for the Plaintiffs, referred to here as “Class Counsel.” Their contact information can be found at the end of this notice.

Payment By RDS and Allocation Formula: Under the Settlement, Defendants have agreed to pay a Settlement Amount of Six Million Dollars (\$6,000,000) to resolve all claims asserted in the Lawsuit. After subtracting the deductions described below, the balance of the monies, called the “Net Settlement Fund,” will be divided among the Class Members who do not opt to exclude themselves (“Participating Class Members”) from the Settlement using the Allocation Formula. The Allocation Formula is based on the total number of weeks you worked for RDS during the Class Period compared to the number of weeks all Participating Class

Members worked for RDS during the Class Period as explained below and stated in more detail in the Settlement Agreement. In addition to the payment based on the number of weeks worked during the Class Period, each Participating Class Member will receive a Base Payment of \$500.00. In addition to the Settlement Amount, RDS will also pay the employer's share of payroll taxes and will pay separately for any Class Member that turns out to have been omitted from the list of Class Members Defendants have identified from their records. Defendant Greg Steffle has executed a Personal Guaranty to pay all amounts due from RDS under the Settlement.

Deductions from the Settlement Fund: Before the Settlement Fund is divided among the Participating Class Members, amounts approved by the Court will be deducted from those Funds including (1) up to 25% (\$1,500,000) to pay for Class Counsel's attorneys' fees for their work in litigating the case for over three years without compensation to date, and obtaining the settlement; (2) monies to reimburse Class Counsel for the out of pocket costs and expenses they have incurred litigating the case and obtaining the settlement including the costs of the Administrator to administer the Settlement Fund, the cost of sending this notice and the cost of sending the money to the Participating Class Members if the settlement is approved which Class Counsel estimates to be \$360,000; (3) service awards to be paid to each of the three Named Plaintiffs in an amount up to \$10,000 and up to \$5,000 for each the three Testifying Witnesses who provided testimony in the case. These awards are designed to compensate them for the time and effort they devoted to the Lawsuit that helped in making this Settlement possible. The service awards to these individuals are in addition to their share of the settlement funds. Whatever amounts the District Court approves for these items will be deducted before calculating each Participating Class Member's Final Individual Settlement Share.

Other Terms: The District Court must approve the settlement as fair and reasonable before it can go into effect. If approved, all Class Members who do not opt out of the settlement will be deemed to have released any and all claims they may have against Defendants arising out of the work performed pursuant to an independent contractor agreement during the Class Period based on the claims that were or could have been asserted in the Lawsuit. The Settlement Agreement allows both parties certain limited rights to call off the settlement if certain events occur. In the event the settlement is not approved by the Court, or a party exercises a right to call off the settlement, the parties will be returned to their previous positions and the Lawsuit will proceed as if no settlement had been reached.

4. What Is My Estimated Individual Settlement Share and How Was It Calculated?

Based on the information provided by Defendants, the number of weeks you drove for RDS under an independent contractor agreement during the Class Period (between March 4, 2015, and [the date of filing a motion for preliminary approval of the settlement]) is _____. Based on this information, your Estimated Individual Settlement Payment, which includes the Base Amount of \$500 plus your estimated share of the Net Settlement Fund based on your number of weeks is approximately: \$<<Award Amount>>

This amount is an estimate only and your actual payment may be more or less depending on the number of Class Members who opt out of the Settlement, and the deductions from the Settlement Fund approved by the Court for litigation costs, attorneys' fees, and service payments, and the correction of any errors that are discovered. Of this amount 20% will be treated as wages and will have employment taxes and withholding taxes deducted. You will receive a form W-2 for this amount. The remaining 80% of your award will be paid to you without tax being deducted or withheld and you will receive a form 1099 for this amount. You should consult an accountant or tax advisor as to your responsibility for taxes on all payments under this Settlement.

If you believe that the number of weeks stated above is incorrect, you may dispute this number by providing evidence demonstrating the number of weeks you believe you worked from March 4, 2015 to [the date of filing a motion for preliminary approval of the settlement] the Administrator by [60 Days from Notice Mailing].

Persons who worked for RDS under an independent contractor agreement between March 4, 2018, and [the date of filing a motion for preliminary approval of the settlement] (“PAGA Claim Period”) will also receive a share of the \$100,000 PAGA payment included in the Settlement. By law, \$75,000 of the PAGA payment will be paid to the State of California and \$25,000 will be divided among the persons worked for RDS under an independent contractor agreement during the PAGA Claim Period.

5. How and When Do I receive my payment?

Because you are automatically a Class Member, you do not need to take any further action to receive a payment. However, if your address is different from the address to which this Notice was originally sent, or if you move prior to receiving a check, you should contact the Administrator (see Section 10 below) to notify the Administrator of your new address. If the Court approves the Settlement as final and no one appeals the Final Approval, checks will be mailed within 50 days of the Court’s Final Approval Order. If someone does appeal the Final Approval Order, the appeal will have to be resolved before any monies will be distributed. The entire process for giving this notice, obtaining Court approval and receiving payment can take several months from the date of this notice and may be subject to delays if issues arise or appeals are filed. If you want to find out whether the settlement has been approved you can contact the Administrator or consult the website at https://getmansweeney.com/gsd_cases/rail-delivery-services/.

PLEASE BE PATIENT

6. Final approval of the Settlement at the Fairness Hearing

The Judge presiding over this Lawsuit will conduct a Final Fairness Hearing on [redacted] in Courtroom 6C of the Federal Courthouse located at 350 W. 1st St. in Los Angeles. At the Fairness Hearing, the Judge will decide whether the Settlement is sufficiently fair and reasonable to warrant final court approval. You are not required or expected to attend the Fairness Hearing. However, you are welcome to attend at your own expense. If you plan on attending, please contact Class Counsel (see Section 11 below) so that the Court can be notified to ensure that there is enough space and time, if requested, allotted for you.

7. How do I object to the Settlement?

If you believe the proposed Settlement is unfair or inadequate in any respect, you may object to the Settlement, either personally or through an attorney at your own expense, by mailing or emailing or faxing your written objection to the Administrator (see Section 10 below for the Administrator’s contact information).

All objection(s) to any part of the Settlement must state your name, must be signed by you or your counsel, and set forth your full address, telephone number, e-mail address, the last four (4) digits of your social security number, and the name of the Action: *Salvador Canava v. Rail Delivery Services, Inc.* Case No. 5:19-cv-00401. All objections sent by mail must be postmarked no later than [60 Days from Notice Mailing]. All objections sent by

email or fax must be received no later than **[60 Days from Notice Mailing]**. If you submit a timely objection, you may appear, either personally or through an attorney, at your own expense, at the Final Fairness Hearing discussed above. Your objection should clearly explain why you object to the proposed Settlement and must state whether you or someone on your behalf intends to appear at the Final Fairness Hearing. If you object to the Settlement, Class Counsel will not represent you in your objection.

Any Class Member who does not object in the manner described above shall be deemed to have waived any objections and shall forever be foreclosed from objecting to the fairness and adequacy of the proposed Settlement, the payment of attorneys' fees, service payments, and litigation costs, the claims process, and any and all other aspects of the Settlement. Likewise, as a Class Member, you will be deemed to have released all of the Released Claims against Defendants and be subject to the Release contained in the Settlement Agreement as explained in Section 3 above.

8. How do I exclude myself from the Settlement?

You may exclude yourself fully from all portions of the Settlement except for the PAGA portion. If you do so, you will not receive an individual settlement payment and you will not release any claims you may have against Defendants. If you exclude yourself from the Settlement, you cannot object to the Settlement as set forth in Section 7 above.

In order to exclude yourself from the Settlement as set forth above, you must request to be excluded by mailing or emailing or faxing your request to the Administrator (see Section 10 below for the Administrator's contact information).

All requests to be excluded must state your name, must be signed by you, and set forth your full address, telephone number, e-mail address, the last four (4) digits of your social security number and the name of the Action: *Salvador Canava v. Rail Delivery Services, Inc.* Case No. 5:19-cv-00401. All requests to be excluded sent by mail must be postmarked no later than **[60 Days from Notice Mailing]**. All requests to be excluded sent by email must be received no later than **[60 Days from Notice Mailing]**. If your request to be excluded is not timely postmarked or received, it may be rejected, and you will be bound by the terms of the Settlement, including the Release contained in the Settlement Agreement as explained in Section 3 above.

9. What are the rights of Deceased Class Members?

If the person to whom this Notice is addressed is no longer alive, his or her spouse or estate representative has the same rights with respect to the settlement that such person would have had if he or she were still alive. The spouse or estate representative may choose to claim his or her Settlement Award contacting the Administrator and providing the documentation requested. The spouse or representative may also request to be excluded from the Settlement or object to the Settlement by complying with the procedures set forth in the sections above. Whatever action the spouse or estate representative takes must be done in the manner and within the time limits explained above.

10. Are there more details about the Settlement? What if I have questions?

This Notice summarizes the most important aspects of the Settlement. You can view a copy of the full Settlement Agreement here [\[website\]](#). To obtain further information regarding the Lawsuit and the Settlement, you can call Class Counsel or the Administrator. Class Counsel's contact information is listed below in Section 11 and **the Claim Administrator's contact information is listed in this Section immediately below**. You will not be charged any money for communicating with Class Counsel or the Administrator. All inquiries by Class Members should be directed to Class Counsel or the Administrator.

Do not contact the Court, Judge, Defendants, or Defendants' counsel with inquiries.

[claims admin information]

11. Do I have an attorney in this case?

Yes. The Court has appointed Getman, Sweeney, & Dunn, PLLC, Edward Tuddenham, and Martin & Bonnett, PLLC as "Class Counsel" to represent the interests of Class Members in the Lawsuit. Class Counsel will represent you in the Lawsuit and can answer questions for you regarding the Lawsuit and the Settlement. Class Counsel's contact information is below. You will not be charged any money for Class Counsel's representation of you; rather Class Counsel will be paid out of the class-wide Settlement Fund. If you object to the Settlement, Class Counsel will not represent you in your objections.

Michael J.D. Sweeney
Getman, Sweeney & Dunn, PLLC
260 Fair Street
Kingston, NY 12401
Telephone: (845) 255-9370
Fax: (845-255-8649
msweeney@getmansweeney.com

Edward Tuddenham
42 Ave. Bosquet
75007 Paris, France
33 6 84 79 89 30
edwardtuddenham@gmail.com

Susan Martin
Daniel Bonnett
Jennifer Kroll
Martin & Bonnett, PLLC
4647 N. 32nd St., Suite 185
Phoenix, AZ 85018
Telephone: (602) 240-6900
Fax: (602) 240-2345
smartin@martinbonnett.com
dbonnett@martinbonnett.com
jkroll@martinbonneett.com

Exhibit B

PERSONAL GUARANTY AGREEMENT

This Personal Guaranty Agreement (“Guaranty”) is provided by Greg P. Stefflre, an individual (“Guarantor”) as of the execution date with respect to the following:

RECITALS

A. This Guaranty is made in connection with the settlement of *SALVADOR CANAVA, JESUS DOMINGUEZ, and OMAR RIVERA, individually and on behalf of others similarly situated v. RAIL DELIVERY SERVICES, INCORPORATED AND GREG P. STEFFLRE, JUDI GIRARD STEFFLRE*, pending in the United States District Court, Central District Court of California, Case No. 5:19-cv-00401-SB (KKx) before the Honorable Stanley Blumenfeld, Jr. (the “Action”)

B. The parties to the Action have entered into the Class Action Settlement Agreement of even date herewith (the “Settlement Agreement”). Pursuant to the terms of the Settlement Agreement, Rail Delivery Services, Inc., (“RDS”) has agreed to fund a Gross Settlement Amount (as defined in the Settlement Agreement) of Six Million Dollars (\$6,000,000.00) plus and additional amount equal to the employer’s share of payroll taxes on the Individual Settlement Shares (as defined in the Settlement). If the Settlement Agreement is finally approved by the Court pursuant to a Final Order and Judgment (as defined in the Settlement Agreement), these amounts will be due within forty-five (45) calendar days after the Effective Final Settlement Date (as defined in the Settlement Agreement) or January 6, 2023, whichever comes later. Timely payment of these amounts according to the terms of the Settlement Agreement is the “RDS Obligation.”

C. Guarantor is a shareholder and director of RDS, and a defendant in the Action and a party to the Settlement.

D. In consideration of, and as inducement for the Named Plaintiffs and Class Counsel (both as defined in the Settlement) (individually and collective “Payee”) to enter the Settlement Agreement, Guarantor is agreeing to guaranty payment of the RDS Obligation.

NOW, THEREFORE, Guarantor agrees as follows:

AGREEMENT

1. Recitals. The Recitals set forth above are deemed incorporated herein.
2. Guaranty. Guarantor does hereby irrevocably, absolutely and unconditionally guarantee and promise to Payee the due, timely and full performance by RDS of the RDS Obligation and without limitation the payment of all damages incurred by Payee as a result of any breach by RDS under the Settlement Agreement.
3. Guarantor’s Waivers of Rights.
 - (a) Guarantor does hereby agree that, without the consent of or notice to Guarantor and without affecting any of the obligations of Guarantor hereunder: (a) any term, covenant or condition of the Settlement Agreement may be amended, compromised, released or otherwise altered by RDS and Payee and Guarantor does guarantee and promise

to perform all the obligations of RDS under the Settlement Agreement as so amended, compromised, released or altered; (b) any guarantor of or party to the Settlement may be released, substituted or added; (c) any right or remedy under the Settlement Agreement, this Guaranty or any other instrument or agreement may be exercised, not exercised, impaired, modified, limited, destroyed or suspended; (d) Payee or any other person may deal in any manner with RDS, any guarantor, any party to the Settlement Agreement or any other person. This is a continuing guaranty, and Guarantor waives the benefit of the provisions of California Civil Code Section 2815.

(b) Guarantor hereby waives and agrees not to assert or take advantage of (a) any right to require Payee to proceed against RDS or any other person or to pursue any other remedy or to pursue or exhaust any other security before proceeding against Guarantor after a default by RDS; (b) the defense of any statute of limitations in any action under or related to this Guaranty or the Settlement Agreement except to the extent that RDS is permitted such defense by applicable law; (c) any right or defense that may arise by reason of the incapacity, lack of authority, death or disability of RDS or any other person; (d) any right or defense arising by reason of the impairment, limitation, destruction or cessation (in bankruptcy, by an election of remedies, or otherwise) of the liability of RDS, (e) any right or defense arising by reason of the subrogation rights of Guarantor, or of the right of Guarantor to proceed against RDS for reimbursement, except to the extent that the RDS Obligation to Payee has been satisfied; and (f) the benefits of any statutory provision, procedural rule or case law limiting the liability of a surety or guarantor. In addition, Guarantor hereby waives and agrees not to assert or take advantage of the benefits of California Civil Code Sections, 2810, 2819, 2845, 2849 and 2850.

(c) Guarantor hereby waives and agrees not to assert or take advantage of any right or defense based on the absence of any or all presentments, demands (including demands for performance), notices (including notices of adverse change in the financial status of RD or other facts which increase the risk to Guarantor, notices of non-performance and notices of acceptance of this Guaranty) and protests of each and every kind. Without limiting any other waiver contained in this Guaranty, Guarantor further waives promptness and diligence in collection or enforcement of the RDS Obligation.

(d) Guarantor does hereby agree that if claim is ever made upon Payee for repayment or recovery of any amount or amounts received by Payee in payment or on account of the amounts hereby guaranteed as a result of actions or omissions of RDS or Guarantor and Payee repays all or part of such amount by reason of (a) any judgment, decree or order of any court or administrative body having jurisdiction, or (b) any settlement or compromise of any such claim effected by Payee with any such claimant (including RDS or any other guarantor), then in such event Guarantor agrees that any such judgment, decree, order, settlement or compromise shall be binding upon Guarantor, notwithstanding the termination of the Settlement Agreement or other instrument evidencing any of the amounts hereby guaranteed, and Guarantor shall be and remain liable hereunder for the amount so repaid or recovered to the same extent as if such amount had never originally been received by Payee.

(e) Guarantor agrees that Guarantor shall have no right of subrogation against RDS unless and until all amounts due in connection with the Settlement Agreement have

been paid in full and all other obligations (including, without limitation, all contingent and post-termination obligations) in connection with the Settlement have been satisfied. It is agreed that Payee's rights hereunder are such that the remedy at law for breach thereof would be inadequate, and that Payee shall be entitled to specific performance and enforcement thereof, including, without limitation, the imposition of a restraining order or injunction. Nothing contained in this subparagraph (e) shall diminish or relieve any obligations of RDS to Payee under the Settlement Agreement.

(f) The waiver or failure to enforce any provision of this Guaranty shall not operate as a waiver of any other breach of such provision or any other provisions hereof, or as a bar to the enforcement of such provision or any other provisions hereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise of such right, power or privilege, or the exercise of any other right, power or privilege

4. Bankruptcy of RDS. Guarantor agrees that he will not, without the prior written consent of Payee, commence, or join with any other person in commencing, any bankruptcy, reorganization, or insolvency proceeding against RDS. Guarantor's obligations under this Guaranty will in no way be affected by any bankruptcy, reorganization or insolvency of RDS or any payment under this Guaranty by a trustee for RDS in any bankruptcy proceeding including, without limitation, any impairment, limitation, or modification of the liability of RDS, or of any remedy for the enforcement of RDS's liability resulting from the operation of any present or future provision of any federal or state bankruptcy or insolvency law or other statute or from the decision of any court. Guarantor will file in any bankruptcy or other proceeding in which the filing of claims is required or permitted by law all claims which Guarantor may have against RDS relating to any indebtedness of RDS to Guarantor and will assign such claims to Payee. Payee will have the sole right to accept or reject any plan proposed in such proceeding and to take any other action which a party filing a claim is entitled to do. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim will pay to Payee the amount payable on such claim and, to the full extent necessary for that purpose, Guarantor hereby assigns to Payee all of Guarantor's respective rights to any such payments or distributions to which Guarantor would otherwise be entitled; provided, however, that Guarantor's obligations hereunder will not be satisfied except to the extent that Payee receives cash by reason of any such payment or distribution. If Payee receives anything hereunder other than cash, the same will be held as collateral for amounts due under this Guaranty.

5. Applicable Law; Jurisdiction. This Guaranty and any matter arising out of or related to this Guaranty will be governed by and construed in accordance with the internal laws of the State of California, regardless of any laws on choice of or conflicts of laws of any jurisdiction. Guarantor agrees that any legal action brought against Guarantor to enforce this Guaranty may be brought in either federal or state court located in Los Angeles County, California, and Guarantor hereby waives any objections to such jurisdiction and venue.

6. Successor and Assigns. This Guaranty will be binding on and inure to the benefit of the successors and assigns of the parties hereto.

7. Term. This Guaranty will remain in full force and effect until the payment by RDS

or Guarantor, either jointly or severally, of the RDS Obligation.

8. Amendment. This Guaranty may not be modified, amended, or supplemented other than by a written agreement signed by Guarantor and by Payee. Each party waives the right to assert the existence of any oral modifications or amendments.

9. Headings; Interpretation. The headings of the various sections of this Guaranty are intended solely for convenience and are not intended for any purpose whatsoever to explain, modify, or place any construction upon any provision of this Guaranty. As used in this Guaranty, unless the context expressly indicates otherwise, the word “or” is inclusive and means “and/or” and the word “including” (or any variation of that word) means “including without limitation” or a phrase of equivalent meaning.

10. Facsimile and Electronic Copies. A signed copy of this Guaranty may be delivered by facsimile or electronic format (in pdf or other electronic format), and any such facsimile or electronic format signed copy shall be deemed and construed for all purposes to be an original.

11. Severability. If one or more provisions of this Guaranty are held to be void or unenforceable in whole or in part, the remaining provisions will continue in full force and effect.

12. Time is of the Essence. Time is of the essence with respect to each and every provision in this Guaranty.

13. Representations of Guarantor. Guarantor hereby represents and warrants to Payee as follows: (i) Guarantor has consulted with and has been represented by its attorney in connection with this Guaranty; (ii) Guarantor fully understands and agrees to each and every provision of this Guaranty; and (iii) Guarantor's execution and delivery of this Guaranty shall not result in any breach of, or constitute any default under, any other agreement or instrument, including without limitation any deed of trust, credit agreement, partnership agreement, operating agreement or other contract or instrument to which Guarantor is a party or by which Guarantor may be bound.

14. Notices. Any notice, request, demand, instruction or other communication to be given to any party under this Guaranty shall be in writing **duly given** (a) on the date of delivery if delivered personally, or by email, upon confirmation of receipt, (b) on the first business day following the date of dispatch if delivered by a nationally recognized next-day courier service, or (c) on the tenth Business Day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid. All notices hereunder shall be delivered as set forth below, or pursuant to such other instructions as may be designated in writing by the party to receive such notice:

To Guarantor:

Greg P. Steffle
675 Greenview Rd.
La Habra Heights, CA 90631

With copy to:

Victor J. Cosentino, Esq.
Larson & Gaston, LLP
200 S. Los Robles Avenue, Suite 530
Pasadena, CA 91101
victor.cosentino@larsongaston.com

15. Attorneys' Fees. If either Payee or Guarantor participates in any action against the other arising out of or in connection with this Guaranty, the prevailing party shall be entitled to have and recover from the other party all of the prevailing party's costs and fees of attorneys and experts actually incurred, including without limitation in respect of: (a) collecting all amounts owing; (b) prosecuting or defending any appeal or supplemental proceedings until the final judgment is satisfied in full; and (c) any post judgment proceedings to collect or enforce the judgment. The rights and obligations reflected in clause (c) of this Paragraph 15 hereof are separate and several from the rights and obligations reflected in clauses (a) and (b) of this Paragraph 15, and shall survive the merger of this Guaranty into any judgment on this Guaranty.

16. Further Documents. Each of the parties shall execute such other and further documents and do such further acts as may be reasonably required to effectuate the intent of the parties and carry out the terms of this Guaranty

IN WITNESS WHEREOF, Guarantor has signed this Personal Guaranty Agreement as of the date below.



Greg P. Steffire

10/20/2022

Date

Exhibit C

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA EASTERN DIVISION

<p>SALVADOR CANAVA, et al. individually and on behalf of others similarly situated,</p> <p>Plaintiffs,</p> <p>v.</p> <p>RAIL DELIVERY SERVICES, INCORPORATED, et al.,</p> <p>Defendants.</p>	<p>Case No. 5:19-cv-00401-SB (KKx) Honorable Stanley Blumenfeld, Jr. Courtroom 6C</p> <p>TESTIFYING CLASS MEMBER GENERAL RELEASE FORM</p>
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This form must be signed, dated, and returned to the Administrator¹ by the Response Deadline.

This release is valid only upon the signee receiving a Testifying Class Member Service Award pursuant to the Settlement in this Action.

Subject only to the limitations set forth in Section II.R of the Settlement Agreement, as part of the consideration for receiving a Testifying Class Member Service Award in this Action, I, _____, on my own behalf and on behalf of my heirs, spouses, executors, administrators, attorneys, agents and assigns, in addition those releases set forth in the Class Action Settlement Agreement applicable to all Participating Class Members and Aggrieved Employees, fully and finally release the Released Parties from all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever,

¹ All capitalized terms have the definitions set forth in the Class Action Settlement Agreement resolving the above referenced Action.

known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule or regulation arising out of, relating to, or in connection with any act or omission by or on the part of any of the Released Parties committed or omitted prior to the execution of the Settlement. This general release includes any unknown claims I did not know or suspect to exist in my favor at the time of this general release, which, if I knew, might affect my settlement with, and release of, the Released Parties or might affect my decision not to object to this Settlement or this release. To the extent this release is a release to which Section 1542 of the California Civil Code or similar provisions of other applicable law may apply, I expressly waive any and all rights and benefits conferred upon me by the provisions of Section 1542 of the California Civil Code or similar provisions of applicable law which are as follows:

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

I understand and acknowledge that I may hereafter discover facts in addition to or different from those set forth above and in the Class Action Complaint and PAGA Notice which may affect my rights and that the significance of this release and waiver of Civil Code Section 1542 has been explained to me by Class Counsel.

Dated:

By: _____

[Name]

Exhibit D

Canava, et al. v. RDS, et al. Case No. 5:19-cv-00401-SB (KKx)

**EXHIBIT D
ALLOCATION FORMULA**

I. Participating Class Member Payments

Participating Class Members are eligible to recover a Base Payment and an Individual Share Payment, which together shall be that class members' Individual Settlement Share.

A. Base Payments

Each Participating Class Member shall receive a single Base Payment of \$500 from a Base Payment Fund. The Base Payment Fund is equal to the number of Participating Class Members multiplied by the base payment amount, \$500. The Base Payment Fund shall be paid from the Net Settlement Amount. Base Payments shall be in addition to any other amounts the Participating Class Members may be entitled to under the Allocation Formula.

B. Individual Share Payments

Each Participating Class Member shall receive a portion of an Individual Share Fund. The Individual Share Fund is calculated as the Net Settlement Amount less the Base Payment Fund. Individual Share Payments shall be calculated as the number of weeks a Participating Class Member worked in the Class Period as a percentage of the aggregate number of weeks worked in the Class Period by all Participating Class Members multiplied by the Individual Share Fund to determine the Individual Share Payment.

C. Estimating Individual Settlement Shares for Notice

The Notice of Class Action Settlement shall include an Estimated Individual Settlement Share which is the Base Payment plus any Individual Share Payment. For purposes of calculating Estimating Individual Settlement Shares to include in the Notice, Individual Settlement Shares will be calculated assuming participation by all Class Members.

D. Allocation of Final Individual Settlement Shares

Within ten (10) days after the Court enters the Final Order and Judgment, the Administrator will recalculate the Base Payments and Individual Share Payments for the Participating Class Members, excluding any Class Members who opted out of the Settlement to determine the Final Individual Settlement Shares. The Final Individual Settlement Share is the recalculated Base Payment plus the recalculated Individual Share Payment.

The total of all Base Payments and Individual Share Payments together shall not exceed the Net Settlement Amount.

II. Individual PAGA Payments

Twenty-five percent (25%) of the PAGA Payment, \$25,000, will be divided by the total number of weeks worked in the PAGA Period by Aggrieved Employees to establish a Weekly PAGA Payment. Each Aggrieved Employee shall receive a Weekly PAGA payment for each week she or he worked in the PAGA Period.

Exhibit E

Canava, et al. v. RDS, et al. Case No. 5:19-cv-00401-SB (KKx)

Exhibit E to Settlement Agreement

Driver Number	Alternative Driver Number	First Name	Middle Name	Last Name	Class Member?	Aggrieved Employee?
101		MIGUEL	ANGEL VIDAL	CANO	Yes	Yes
103		MAURICIO		VASQUEZ	Yes	Yes
110		JOSE	RICARDO PADILLA	MENCHACA	Yes	Yes
111		JUAN	FELICIANO JR	LUZANO	Yes	Yes
113		Jerome	B Jr	Simmons	Yes	Yes
115		EVERARDO		CALDERA	Yes	Yes
117		Eduardo		Zaragoza	Yes	Yes
118		ROGELIO	AGUILERA	RIVERA	Yes	Yes
119		Michael	Renee	Johnson	Yes	Yes
120		COREY	DION JR	JACKSON	Yes	Yes
121		CARLOS	ENRIQUE	REVOLORIO	Yes	Yes
122		SAMMY		ACOSTA		Yes
123		Tamara	Clareese	Young	Yes	Yes
125		HARVEY	EUGENE	COLLIER	Yes	Yes
126		SHAWN		GOOD	Yes	Yes
127		Eduardo		Sandoval	Yes	Yes
128		ANTHONY	BERNARD	FRAZIER	Yes	Yes
130		BRUCE	EDWARD	YAZELL	Yes	Yes
131		DANIEL	GEORGE	DIXON	Yes	Yes
132		Brandon	Robert Charles	Dennis	Yes	Yes
133		CURTIS	MONROE WILLIA	JR	Yes	Yes
134		CALVIN	JR	JOHNSON	Yes	Yes
135		RAFAEL	JR	MOTA	Yes	Yes
138		RUDY	S	DURAN	Yes	Yes
139		BILLIE	DEAN	BYINGTON	Yes	Yes
140		Eduardo		Corona		Yes
141		Guillermo	Giovannie	Borja		Yes
143		RAFAEL		Mendoza	Yes	Yes
144		ISMAEL		GUTIERREZ	Yes	
145		Willie		Millender	Yes	Yes
147		Terence		Goudeau	Yes	Yes
149		Oscar	Armando	Rodas	Yes	Yes
150		Eleazar		Lopez	Yes	Yes
151		IGNACIO	R	GOMEZ TAPIA	Yes	Yes
152		RAUL		JUAREZ	Yes	
155		Rahul		Sethi	Yes	Yes
157		Oliver	Antonio	Rodriguez	Yes	Yes
158		Ramiro		Ortiz	Yes	Yes

160		Craig		Parker	Yes	Yes
162		Oscar	Adrian	Gomez	Yes	Yes
163		Jose	Luis	Hernandez	Yes	Yes
164	966	AARON		HENDERSON	Yes	Yes
165		Javier		Garcia	Yes	Yes
167		Ronald	Lee	Dunn	Yes	Yes
168		URBANO		PADILLA	Yes	
169		Miguel		Ocasio	Yes	Yes
171		ANTONIO	ALCANTAR	MARTINEZ	Yes	Yes
172		Cervando	Castro	Robles	Yes	Yes
173		Lorenzo	Sanches	Williams	Yes	Yes
174		Jose	David	Barragan	Yes	Yes
175		Jose	J	Villarreal	Yes	Yes
176		Luis	Arturo	Pocasangre Flores	Yes	Yes
177		Tracy	Lynn	Taylor	Yes	Yes
179		KHADIM		HUSSAIN	Yes	
180		Cesar	Ruiz	Castellanos	Yes	Yes
184		WILLIAM		RUIZ	Yes	
185		Michael Jr		Carney	Yes	Yes
186		Andres		Adame	Yes	Yes
187		Gelasio		Garcia Hernandez	Yes	Yes
188		Mynor	Yovani	Solares Aguilar		Yes
190		Carlos	Mauricio	Acevedo	Yes	Yes
191		Andres		Martinez Posadas	Yes	Yes
192		MICHAEL		WILLIAMS	Yes	Yes
194		HECTOR	GERARDO	BAUTISTA	Yes	
195		Carlos	Eduardo	Campos		Yes
198		DANNY		ROUX	Yes	
199		OLIVER	M	CHAVEZ	Yes	
205		RUBEN		REYNOSO	Yes	
206		ANDRE	RUSSELL	GRAHAM	Yes	
210		Dennis		Carballo	Yes	Yes
211		Edgar	Alexander	Canas	Yes	Yes
214		Francisvaldo		Retana Villacorta	Yes	Yes
217		JOHN		HERNANDEZ	Yes	
218		JORGE	ALBERTO	MELARA	Yes	
223		RICARDO		PEDRAZA	Yes	
226		ALEXANDER		REYES	Yes	
227		HALLOCK		STEVE	Yes	
228		EMANUEL	FRANCISCO	RAICH	Yes	Yes
230		OMAR		GONZALEZ FAJARDO	Yes	
231		ARMEN		GAZANTCHIAN	Yes	
233		FERNANDO		EDGAR TORRES	Yes	
234		GABRIEL		TORRES	Yes	
235		VICTOR	A	HERNANDEZ	Yes	Yes
236		ANDRE		REDDICK	Yes	
237		Deandre	Antonio	Bozeman	Yes	Yes

244	Robert		Schott		Yes
246	Felipe		Santoyo	Yes	Yes
248	Jesus		Medina	Yes	Yes
250	JOFERD		HAMONANGAN PARI	Yes	
251	EMIEL		MAXWELL	Yes	
252	BENNY		LEE JR WEATHERSPO	Yes	
253	DEON	DONTE	ALLEN	Yes	
254	WILLIAM	WALLACE	JONES JR	Yes	
255	PEDRO		RODRIGUEZ	Yes	
256	Narciso		Cervantes	Yes	Yes
257	ROBERT		SILVA	Yes	
258	JOSE		VILLANUEVA	Yes	
259	HUGO		SANDEZ JR	Yes	
260	Victor	Hugo	Diaz	Yes	Yes
261	CORNELIUS	FRANCHOT	JOHNSON	Yes	
263	Zachary	Cleotis	Wimberly	Yes	Yes
265	MICHAEL		TAYLOR	Yes	
266	EDWIN	GERMAN	CABALLERO	Yes	
267	Lucio	Amaya	Diaz	Yes	Yes
269	Victor		Sanchez	Yes	Yes
270	Jose	G	Mancia Castellanos	Yes	Yes
271	BOOKER	TED	EMMERT JR	Yes	
275	ISRAEL		MORENO	Yes	
277	DAVID		LIMON HIDALGO	Yes	
279	Mark	Richard	Gehrig		Yes
280	Luis		Buenrostro Tejeda	Yes	Yes
282	JAMES		WILLIAM LEE	Yes	
284	Jose	Luis	Diaz	Yes	Yes
285	RALPH	LEVI	NAVARRO JR	Yes	
286	Jose	Efrain	Rivera Valle	Yes	Yes
287	LEOPOLDO	COLLAZO	ALVARADO	Yes	Yes
289	KEITH	ANTHONY	CARTER	Yes	
290	JERRY	JOE	RAEL	Yes	
291	CURTIS	VAN	HARDIN	Yes	
292	WALTER	E	AVALOS	Yes	
293	RICHARD		MORA	Yes	
294	RIGOBERTO		GONZALEZ	Yes	
295	Eduardo	Benito	Ramos	Yes	Yes
296	DAVID	ANTHONY	CORDOVA	Yes	Yes
297	Gumesindo		Valdez Luna	Yes	Yes
298	SAUL		PINEDA	Yes	
299	ERNESTO		HERNANDEZ	Yes	
300	Ruben		Alderete	Yes	Yes
301	MAURICIO	ALEJANDRO	ANDRADE	Yes	
302	FELIX	EDUARDO	MARMOL	Yes	
304	JOSE	ROBERTO	MIRANDA		Yes
305	JAMES	DEANGELO	PRUITT	Yes	

308		Gerardo	Antonio	Hernandez	Yes	Yes
311		Derick		Daniels	Yes	Yes
313		OSCAR	JESUS	VELASQUEZ	Yes	
316		FRANCISCO	JAVIER	TAPIA	Yes	Yes
318		KRISTOPHER	LEONARD	AMERSON	Yes	
319		CARLOS	A	RAMIREZ VALENZUEL	Yes	
320		Rafael		Valdivia	Yes	Yes
322		CESAR	REY	MENDEZ	Yes	
323		BENJAMIN		SPEIGHTS	Yes	Yes
325		OSCAR		CUEVAS JR	Yes	Yes
326		SALVADOR		CERVANTES ROMAN	Yes	
327		JESUS		DOMINGUEZ	Yes	Yes
328		SANTOS	SOTERO	LAINEZ	Yes	Yes
329		Moises	Abran	Cabrera Casillas	Yes	Yes
330		ERNESTO	ADOLFO	ESPINOZACORTES	Yes	
331		Aleksandar		Vanevski	Yes	Yes
332		KAZEEM	IBRAHIM	OWOYELE	Yes	
334		DARWIN	F	GUILLEN-SIMBALA	Yes	
335		EDGAR		QUINONEZ	Yes	Yes
337		FRANCISCO	ADOLFO JR	CARRANZA	Yes	Yes
338		SANTIAGO		DEL CID	Yes	
339		FABIAN	EUGENIO	ORTIZ	Yes	Yes
340	350	Christopher		Perez	Yes	Yes
341		JUAN	JOSE	CEBALLOS	Yes	
342		ADAN	L	MENDOZA	Yes	
343		MIGUEL	ANGEL	MOLINA	Yes	
344		JULIAN		AGUIRRE	Yes	
345		SERGIO		GARCIA	Yes	
346		Celin	Arturo	Sanchez	Yes	Yes
347		MANUEL	JR	REYES	Yes	
348		MARCUS		HALL	Yes	
349		MANUEL	AMADOR	GUZMAN	Yes	
351		Edgar		Cerrillo Quijada	Yes	Yes
352		Christopher	Xavier	Williamson	Yes	Yes
353		JOSE	JESUS	GARCIA		Yes
354		NELSON		VEGA	Yes	
355		WILLIAM	ALFREDO	CABRERA	Yes	
356		SANTIAGO	JACOBO	REYES	Yes	
357		Joseph	Luis	Silva	Yes	Yes
358		ROBERTO	RUIZ JR	GONZALES	Yes	
359		FRANCISCO	JAVIER	MONCADA	Yes	
360		Andrew	Steven	D'leon	Yes	Yes
361		JOSE	LUIS	VALDEZ	Yes	
364		JOHNNY	TOAN	NGUYEN	Yes	
365		Victor	Hugo	Celestino Vejar	Yes	Yes
366		STEVEN		RODRIGUEZ	Yes	
367		DARRELL		LEVINE	Yes	

371		TURRELL	MARQUISE	SANDERS	Yes	
372		Ubenze	Ruben	Diaz	Yes	Yes
373		Reginald		Tellis	Yes	Yes
375		RICHARD	CHARLES	INGRAHAM	Yes	
376		Adriane	Lafrance	Cooper	Yes	Yes
377		Vicente		Cortez Espinoza	Yes	Yes
378		CRISTIAN	O VILLEDA	PINTO	Yes	
379		HAMED		RODRIGUEZ	Yes	
380		Alvaro		Lopez	Yes	Yes
381		Alfredo		Andrade	Yes	Yes
382		EDWARD	VICTOR	MARAVI	Yes	
383		LUIS		CORADO	Yes	
384		RALPH		TANNER	Yes	Yes
387	240	Tynisha	Danielle	Rachal	Yes	Yes
388	314	BILL	MARQ	KENNEDY	Yes	
389		Gabriela	Rubio	Lliles		Yes
390		OSCAR	ADOLFO	RODRIGUEZ	Yes	
391		MICHAEL	ROMEL	HATCH	Yes	
392		JOSE	GUADALUPE NAF	SUAREZ	Yes	
393		David	Hernandez	Rivera	Yes	Yes
394		DONACIANO		ARREOLA	Yes	
396		FRANCISCO		CARRANZA	Yes	
397		RAMIRO	MONTES	LEPE	Yes	
398		GABRIEL	ROSARIO	VILLAN	Yes	
407	224	Jarrett	Bardell	Bledsoe		Yes
408		Kirk		Harden	Yes	Yes
416		Edemir		Manzano	Yes	Yes
425		FIDENCIO		ANTONIO MATUTE	Yes	
430		ALMOUTH	W	CONLEY	Yes	
431		Jose	Jesus	Diaz	Yes	Yes
432		Alfonso		Mora	Yes	Yes
439		Antonio		Vargas	Yes	Yes
445		BRIAN	DEAN	VANHOFWEGEN	Yes	
446		Marcelo		Samayoa	Yes	Yes
450		Phillip	Lewis	Johnson	Yes	Yes
451		Herbert	E	Recinos	Yes	Yes
452		Jose	Aurillio	Trejo	Yes	Yes
453	166	Lloyd	Stansmore Jr	Waite		Yes
455		Dwight	C	Harris	Yes	Yes
457		JUAN	CARLOS	GIL	Yes	
458		Carlos	Adalberto	Umanzor	Yes	Yes
459		Jose	Maria	Castillo Linares	Yes	Yes
461		MARTIN		MACIAS	Yes	
462		EDGAR	GIOVANNY	ERAZO	Yes	Yes
464		TRINIDAD	SANDOVAL	CANO	Yes	
465		Jerame	J	Hebert	Yes	Yes
466		CARLOS	FERNANDO	MARTINEZ	Yes	Yes

467	JUAN	DESIDERIO	ROMERO	Yes	
468	HECTOR	MANUEL GARCIA	GONZALEZ	Yes	
469	OMAR	ALEJANDO	RIVERA	Yes	Yes
471	MICHAEL	ANDREWS	WILLIAMS	Yes	Yes
472	AARON	BERNARD	CYGAN	Yes	
473	EFRAIN		RAYA-MACIAS	Yes	
475	JUAN	CARLOS	MORENO	Yes	
476	LANIER		FREEMAN	Yes	
477	EDGAR	SALVADOR	CERVANTES	Yes	
478	AUGUSTO		MORA	Yes	
479	CARLOS	WILFREDO	MARQUINA	Yes	
480	Jaime	Gonzalez	Fajardo		Yes
483	HECTOR		PASCACIO	Yes	Yes
484	JOSE		MONROY	Yes	
485	VICTOR	AVILA	MARQUEZ	Yes	
486	Juan		Rangel	Yes	Yes
487	JUAN	J	RODRIGUEZ	Yes	
488	EDGAR		ALVAREZ	Yes	
489	DENNIS	SCOTT	WALKER	Yes	
490	SALVADOR		CANAVA	Yes	Yes
491	LUIS	ENRIQUE CAMPC	CASTRO	Yes	
492	Alfonso		Cortez	Yes	Yes
494	Alejandro		Hernandez	Yes	Yes
496	ELORY		JONES	Yes	
497	GILBERT	DANIEL	COLE	Yes	
498	CAMERINA		GOMEZ	Yes	Yes
499	Jarvis	Arlen	Stevens	Yes	Yes
501	Mario	Nicolas	Garcia	Yes	Yes
502	Ignacio		Lopez	Yes	Yes
503	Keith	Lennard	Marshall	Yes	Yes
507	David		Acosta	Yes	Yes
508	Guillermo		Najera	Yes	Yes
511	Sergio		Vargas	Yes	Yes
512	Cristhian	Luis	Ponce Mendoza	Yes	Yes
513	Damon	Jesus Michael	Blanco	Yes	Yes
514	Hector	Daniel	Delgado	Yes	Yes
516	LUIS		RODRIGUEZ	Yes	Yes
517	Juan		Carlos Castillo		Yes
518	ROBERTO		RODRIGUEZ	Yes	Yes
519	Miguel	Angel	Sandoval		Yes
521	Jamal	Ray	Connish	Yes	Yes
522	Armando		Olivares	Yes	Yes
524	JUAN	MANUEL JR	ALVARADO	Yes	
527	Donaldo	Galeano	Gonzalez	Yes	Yes
529	JOSE	I ORTIZ	HERNANDEZ	Yes	
530	FERNANDO		VIZCARRA	Yes	
531	Juan	Ernesto	Rocha	Yes	Yes

532		JOSE		CARRILLO	Yes	
533		RICHARD		OLAZABAL	Yes	Yes
535		ANGEL	IVAN MORALES	MONTES	Yes	
536		Gabriel	Rojas Sr	Garcia	Yes	Yes
537		ROBERTO		RODRIGUEZ	Yes	Yes
539		TOMAS	ENRIQUE	BENITEZ	Yes	
540	463	BENJAMIN	CHARLES	BROWN	Yes	Yes
541		JOSE	MANUEL	RAMIREZ	Yes	Yes
542		William		De Leon		Yes
544		BRADY	IV	BLACK	Yes	Yes
546		EDUARDO	AVILA	MARTINEZ	Yes	Yes
549		Ruben		Alvarado Covarrubias	Yes	Yes
550		Dwayne	Lee	Pitts	Yes	Yes
551		ANNETTE		MOLINA	Yes	
553		ROBERT		PHILLIPS	Yes	Yes
554		Armando	Noe	Rodriguez		Yes
555		Anthony	Paul	Jones		Yes
559		Hiram	Antonio	Decastro	Yes	Yes
563		Alexander	Kulakov	Grant	Yes	Yes
564		RICARDO	JIMENEZ	GOMEZ	Yes	Yes
565		MARTIN	HERNANDEZ	NIEVES	Yes	Yes
567		JAIME	VARGAS	GONZALEZ	Yes	Yes
568		Shawn	Michael	Etienne	Yes	Yes
570		BRIAN		HAIRSTON	Yes	
573		Jaime	A	Cardona	Yes	Yes
574		Manuela		Reed	Yes	Yes
576		Enrique		Regalado	Yes	Yes
577		Leon	Jr	Celaya	Yes	Yes
578		Edward	Michael Iii	Neal	Yes	Yes
579		Turhone	Lamont	Griffin	Yes	Yes
580		Alex	Almeron Jr	Collado	Yes	Yes
581		ROMAN		BECERRA	Yes	Yes
583	609	RENE		RAUDA	Yes	Yes
584		JIMY	JUAN MANUEL	GUERRA;LEMUS	Yes	Yes
585		JOEL		QUIALA	Yes	Yes
586		JUAN	LUIS MUNOZ	GUZMAN	Yes	Yes
587		DARREN	DEWYANE	HOWARD	Yes	Yes
589		Agustin		Martinez	Yes	Yes
591		RHEUTELIA	BRIDGET	CUMMINGS	Yes	Yes
593		JOSE	JUAN VICUNA	HUEZO	Yes	Yes
594		Ronald	Alejandro	Ramos	Yes	Yes
596		AGUSTIN		MACIAS	Yes	Yes
597	1025	MARVIN	CARDONA	AGUILAR	Yes	Yes
598		MARCUS	DUANE	SANTIFUL	Yes	Yes
599		Sony		Siu Carrasco	Yes	Yes
600		Jose	Natividad	Arechiga	Yes	Yes
603		Sukhpreet		Singh	Yes	Yes

605	Walter	Don	Yoakum	Yes	Yes
608	Samuel	Dwayne	Green	Yes	Yes
611	Ruben		Ramirez	Yes	Yes
612	Guillermo		Cruz		Yes
614	Antonio	Roberto	Rocha	Yes	Yes
615	Rafael		Bravo	Yes	Yes
618	Marco	Antonio	Perez	Yes	Yes
619	Manfred	Fritz Jr	Krick		Yes
620	Carlos	Alexander	Castillo	Yes	Yes
624	Jaime Jr		Sanchez	Yes	Yes
625	Faustino		Andrade	Yes	Yes
628	DARIO		NUNEZ	Yes	Yes
629	OMAR		BARRON	Yes	
632	DARRYL		JORDAN	Yes	
633	ROBERT		LOUIS BROWN JR.	Yes	
634	Miguel	Fernando	Zavala Garcia	Yes	Yes
635	Alberto		Guillen Hernandez	Yes	Yes
636	ROBERT		LAMONT AXEL	Yes	
637	SEAN		MICHAEL KERR	Yes	
638	GINA	LE KAY	CASTILLO	Yes	
639	ESTEBAN		CORTES-MORALES	Yes	
640	Desmond	Lee	Tolbert	Yes	Yes
641	JORGE		A CORLETO VALENCI	Yes	
642	Anibal	M	Gallegos	Yes	Yes
643	Julio	Cesar	Encarnacion	Yes	Yes
644	ENRIQUE	ACUNA	LOPEZ	Yes	Yes
648	Jose	Francisco Jr	Rivera	Yes	Yes
649	GUSTAVO	VARGAS	TORRES	Yes	Yes
650	1037 Oscar		Rodriguez	Yes	Yes
651	ALFREDO	PORTILLO	GARCIA	Yes	Yes
652	Junior		Rodriguez	Yes	Yes
654	Victor	Manuel	Rosales	Yes	Yes
655	OSCAR	DANIEL	BUENOROSTRO	Yes	Yes
656	CHRISTIAN	O B	GOMEZ	Yes	Yes
657	Patricia	Albertine	Jansen	Yes	Yes
658	MANUEL	G JR	SOLORZANO	Yes	Yes
660	ANTHONY	ANDRE	MCCLAIN	Yes	Yes
663	Michael		Love	Yes	Yes
665	Roberto		Andrade	Yes	Yes
667	Christopher		Shank	Yes	Yes
668	Oscar	Adan	Benavidez	Yes	Yes
670	Abraham		Gonzalez	Yes	Yes
671	Michael		Anderson	Yes	Yes
673	Salvador		Romo	Yes	Yes
675	Gabriel	Joseph	Alvarez	Yes	Yes
676	Jose		Elias Osorio	Yes	Yes
677	Kevin		Ramirez	Yes	Yes

678		Jesus		Cuatote	Yes	Yes
679		Javier		Rocha	Yes	Yes
682		HOPE	MICHELE	MUNDY	Yes	Yes
693		DAMION	LAMONT	BAILEY	Yes	Yes
698		Jonathan	Elbart	Simpson	Yes	Yes
701		Richard		Roblesky		Yes
702		Pierre	Weldon	Anderson	Yes	Yes
706		William		Anguka	Yes	Yes
707		Jose	Ismael	Beltran	Yes	Yes
708		Raul		Troncoso	Yes	Yes
728		Carlos		Bran	Yes	Yes
730		GERALD		DUNN	Yes	Yes
732		Michael		Hudson	Yes	Yes
736		Frank	Trinidad	Castillo	Yes	Yes
744		Juan		Salazar	Yes	Yes
748		Fidencio		Puente	Yes	Yes
754		Juan		Montes	Yes	Yes
756	534	DON		STOCKARD	Yes	Yes
774		Ron	Kareem	Elmidge	Yes	Yes
782		Gene	R	Guerrero	Yes	Yes
783		LUIS	ALEJANDRO	VIGUERAS	Yes	
791		Oscar	Armando	Zaldana	Yes	Yes
798		Maurio	Kieth	Vinson	Yes	Yes
817		Thomas	Richard	Thompson	Yes	Yes
834		Daniel		Garcia		Yes
841		Lawrence	Robert	Stowers		Yes
856		Jesus	Antonio Castro	Correa	Yes	Yes
857		ROBERT	EARL JR	MOORE	Yes	Yes
878		JOSE		PENA	Yes	
894		Eric	Pierce	Staten		Yes
914		Octavio		Soria	Yes	Yes
922		Miguel	Alberto	Lozano	Yes	Yes
923		ALEXANDER	ANSELMO	RICO	Yes	Yes
937		GERARDO	A	BENITEZ	Yes	
938		CARLOS		LLILES		Yes
947		OLIVER		PHILLIPS JR.	Yes	
959		JOSE	A	ESQUER	Yes	
974		GERARDO	LUGO	GALVEZ	Yes	Yes
976		Faustino		Andrade Ortiz	Yes	Yes
978		Daniel	Trejo	Navas	Yes	Yes
985		CESAR	A YANEZ	MONCADA	Yes	Yes
986		ROLANDO		PAZ	Yes	Yes
1001		HUGO	RENE	POSADAS	Yes	Yes
1002		DAVID	JR	OSUNA	Yes	Yes
1003		MARIO	ALBERTO FLORES	VARELA	Yes	
1004		JESUS	EDUARDO	ALIZAMANI	Yes	
1005		DANIEL		REMIJIO	Yes	

1008	Alberto	Jr	Gudino Garcia	Yes	Yes
1011	GUADALUPE		FLORES	Yes	Yes
1012	LUIS	E CONTRERAS	GARCIA	Yes	Yes
1014	ADAN	V	BENITEZ	Yes	
1016	Urbano	Arriaga	Sereno	Yes	Yes
1017	HONGNAM		KIM	Yes	Yes
1018	ERNESTO	ORTIZ	PANTOJA	Yes	Yes
1019	JUAN		GONZALEZ	Yes	Yes
1020	JOSE	SANTOS	RIOS	Yes	Yes
1021	Rafael	Ernesto	Mendez		Yes
1022	DIEGO	CONTRERAS	LOPEZ	Yes	Yes
1026	Marco	A	Pena Olmos		Yes
1027	Miguel	Francisco	Gamez	Yes	Yes
1028	Edgar	Rolando	Ramirez	Yes	Yes
1029	Agustin		Espain Lozano		Yes
1030	Ademir	D	Lopez	Yes	Yes
1031	Valentine		Sanchez	Yes	Yes
1032	Catarino		Adame	Yes	Yes
1033	Scott	E	Krick	Yes	Yes
1034	Alberto		Pena	Yes	Yes
1035	Alfonso		Rodriguez Garcia	Yes	Yes
1036	Jaime	Douglas	Mattos	Yes	Yes
1038	Joaquin		Ponce Torres	Yes	Yes
1040	Julian		Portillo	Yes	Yes
1041	Juan	Carlos	Romero	Yes	Yes
1042	Wilfredo		Landaverde Martinez	Yes	Yes
1043	11043 Oscar		Alvarez	Yes	Yes
1044	Edward		Frausto	Yes	Yes
1045	Timothy	Monroe	Berry	Yes	Yes
1046	Jose	Manuel	Estrada	Yes	Yes
1047	David		Denize	Yes	Yes
1049	Brian	Douglas	Garrow	Yes	Yes
1050	Daniel		Lopez Atanacio	Yes	Yes
1051	Walter	Oswaldo	Salgado	Yes	Yes
1052	Edgar		Pineda	Yes	Yes
1054	Angel	Roberto	Villa	Yes	Yes
1055	Jimmie		Williams	Yes	Yes
1056	Johnny	Edgard	Juarez Cordova	Yes	Yes
8191	Willie	Maurice Jr	Mitchell	Yes	Yes
8192	David		Garrido Martinez	Yes	Yes
8193	William	Albert Jr	Sheer	Yes	Yes
8194	Salvador	Jr	Hernandez	Yes	Yes
8195	Gabriel		Hernandez	Yes	Yes
8196	Jose	Luis	Lozoya	Yes	Yes
8197	Juan	Ramon	Lopez	Yes	Yes
8198	Darryl	Bryan	Kellyi	Yes	Yes
8199	Danny Jr		Barragan		Yes

8200		Rudy		Martinez	Yes	Yes
8201		Antonio	Jr	Martinez	Yes	Yes
8202		Andrew		Porter	Yes	Yes
8203		Ronny		Solano	Yes	Yes
8204		Robert	Lucian	Rising	Yes	Yes
8205		Jose	Luis	Vazquez	Yes	Yes
8206		Jeronimo		Rodriguez Sanchez	Yes	Yes
8207		Thomas	Eugene	Odom		Yes
8208		Doyle		Jennings		Yes
8209		Kevin		Mayle	Yes	Yes
8210		Steven	Jay	Carruthers	Yes	Yes
8211		Edward	Don Jr	Taylor	Yes	Yes
8212		Cosme		Nolasco		Yes
8213		Alfredo		Espinoza	Yes	Yes
8214		Gabriel	Alexander	Franco	Yes	Yes
8215		Gilroy	Williams	Vasquez	Yes	Yes
8218		Jeffrey	Tyrin	Pitts	Yes	Yes
8219		Regina	Nicole	Mack	Yes	Yes
8221		Matthew		Jimenez	Yes	Yes
8222		Ali		Alshuailat	Yes	Yes
8224		Ernesto	Tapia	Leon	Yes	Yes
11013	1013	Daniel	D	Cardona	Yes	Yes
11015	1015	Ubaldo	Chavez	Pinon	Yes	Yes
11023	1023	Rene		Pena	Yes	Yes