

CLASS SETTLEMENT AGREEMENT

I. PREAMBLE

This Class Settlement Agreement is entered into by and between Plaintiff Lucio Barrera, individually and on behalf of the Settlement Class Members as defined below, on the one hand, and Defendant DNJ Intermodal Services, LLC, in connection with the lawsuit captioned *Lucio Barrera, individually and on behalf of all others similarly situated. v. DNJ Intermodal Services, LLC*, No. 2015-CH-09701, which is pending in the Chancery Division of the Circuit Court of Cook County, Illinois (the Litigation).

II. RECITALS

WHEREAS, on June 22, 2015, Plaintiff Lucio Barrera initiated a putative class action lawsuit against DNJ Intermodal Services, LLC (DNJ) in the Chancery Division of the Circuit Court of Cook County, Illinois, where the case was assigned to the Honorable Kathleen M. Pantle. Upon Judge Pantle's retirement, the case was re-assigned to the Honorable Anna M. Loftus. The initial class action complaint pled claims on behalf of Plaintiff Barrera individually and on behalf of a putative class of all persons (1) who entered into Independent Contractor agreements or similar contracts for services with DNJ Intermodal Services, LLC, individually or on behalf of another entity, (2) personally provided drayage services as drivers pursuant to that agreement and/or contract in the State of Illinois at any time during the relevant statutory period, (3) who were not classified as employees of DNJ, and (4) who had amounts deducted from their paychecks.

WHEREAS, the Complaint asserted claims for relief under two counts for (1) violation of the Illinois Wage Payment and Collection Act (IWPCA), 820 ILCS 115/1, *et seq.*, on behalf of the class and (2) an individual claim for common law conversion based on allegations that DNJ intentionally and unlawfully "confiscated" Lucio Barrera's truck following his repeated failure to repay a truck repair loan that DNJ provided to him.

WHEREAS, DNJ filed an answer to the initial complaint on August 17, 2015.

WHEREAS, on August 31, 2017, former Cook County Judge Pantle certified a class composed of:

All persons (1) who entered into Independent Contractor agreements or similar contracts for services with DNJ Intermodal Services, LLC, individually or on behalf of another entity, (2) personally provided drayage services as drivers pursuant to that agreement and/or contract in the State of Illinois at any time during the relevant statutory period, (3) who were not classified as employees of DNJ, and (4) who had amounts deducted from their paychecks.

The class includes all such persons who performed the described services from 10 years prior to the filing of the Complaint through the date the Settlement Agreement is executed.

WHEREAS, on November 17, 2015, Plaintiff and the Class Members issued their First Set of Interrogatories and its First Request for Production of Documents to DNJ. DNJ tendered responses on January 13, 2016 and its Rule 213(f) Disclosures on April 7, 2016. DNJ tendered its Supplemental Response to Plaintiff's Interrogatory #11 on May 31, 2016. DNJ issued its First Set of Interrogatories to Plaintiff and the Class Members on August 27, 2018. Plaintiff provided his responses to DNJ's First Set of Interrogatories on October 3, 2018. Plaintiff and the Class Members issued their Second Set of Interrogatories to DNJ on January 23, 2019 and DNJ responded on February 20, 2019.

WHEREAS, between August 23, 2016 and January 11, 2017, Plaintiff and the Class Members took the depositions of the following witnesses: Joseph Robert Tovo, President and CEO of DNJ; Connie Shirley Tovo-Grzymalski, DNJ Driver Instructor; Ronald Michael Parkhurst, DNJ Safety Director; and Gregory Evans, DNJ Safety and Recruiting. On January 13, 2017, DNJ deposed plaintiff Lucio Barrera.

WHEREAS, on February 27, 2018, the Parties filed Cross Motions for Summary Judgment relating to Count I of the Complaint. Judge Pantle denied both motions on June 25, 2018. Plaintiff and the Class Members had requested summary judgment on "[t]he threshold issue [of] whether . . . class members are independent contractors or employees," which Judge Pantle concluded "is necessarily a fact-intensive question and therefore unsuitable for resolution on a summary judgment motion."

WHEREAS, on September 4, 2018, Judge Pantle retired and this matter was transferred to Judge Ann Loftus.

WHEREAS, on October 18, 2018, DNJ filed a second Motion for Summary Judgment on the narrow issue of whether the Tennessee choice-of-law provision contained in the Agreements entitled DNJ to judgment on the IWPCA Claims. On November 9, 2022, Judge Loftus denied DNJ's second summary judgment motion, based largely on the Seventh Circuit's decision in *Johnson v. Diakon Logistics, Inc.*, 44 F.4th 1048 (7th Cir. 2022).

WHEREAS, on October 19, 2018, DNJ filed a Motion to Decertify the Class Action, which is fully briefed and has been continued by agreement of the Parties.

WHEREAS, On December 21, 2018, Plaintiff and the Class Members filed their Renewed Motion for Summary Judgment, alleging that they were entitled to judgment as a matter of law because "the undisputed evidence shows that "(1) Plaintiff and the Class Members were 'employees' as defined in the IWPCA; and (2) DNJ took deductions from those employees' compensation without the statutorily required authorization." Plaintiff and the Settlement Class Members' Renewed Motion for Summary Judgment has been fully briefed and has been continued by agreement of the Parties.

WHEREAS, on February 19, 2019, DNJ filed its Cross Motion for Summary Judgment, arguing: (1) The IWPCA does not apply in this case; (2) DNJ made no deductions to "wages"; and (3) even if DNJ did make deductions to "wages," the deductions were permissible under the IWPCA given written consent was obtained for the deductions and the deductions benefited

Plaintiff and the Class Members. DNJ's Cross Motion for Summary Judgment has been fully briefed, but remains pending and has been continued by agreement of the Parties.

WHEREAS, while awaiting rulings on DNJ's Motion to Decertify the Class Action and the Parties' Renewed Cross Motions for Summary Judgment, the Parties conferred and decided to explore the possibility of resolution of the Litigation. The Parties agreed to attend a mediation and stay the federal court proceedings pending the mediation.

WHEREAS, the Parties selected the Honorable James R. Epstein (Ret.) of JAMS Chicago to act as mediator. Judge Epstein is a former justice of the Illinois Appellate Court with over 40 years of experience, including 15 years of judicial service, and he has presided over and resolved numerous class action cases.

WHEREAS, in anticipation of mediation, on March 2, 2023, counsel for Plaintiff and the Class Members requested—and DNJ subsequently provided—additional information from DNJ in order to update their damages calculation to reflect the interest/penalties that have accrued since the time of Plaintiff's initial damages analysis in December of 2017.

WHEREAS on April 4, 2023, the Parties and their counsel participated in a full-day, arm's length mediation before Judge Epstein. Following the conclusion of the mediation, the Parties reached an agreement in principle to finally and fully settle the Litigation. The Parties' negotiations regarding the details and contours of this Agreement continued in the weeks and months following the mediation.

WHEREAS, after extended, arm's-length negotiations, which included the involvement of an experienced and impartial mediator, the Parties now seek to enter into this Settlement Agreement and to settle the Litigation on the terms and conditions set forth herein in recognition that the outcome of the Litigation is uncertain, and that achieving a final result through continued litigation would involve substantial additional risk, discovery, and time and expense.

WHEREAS, Plaintiff and Class Counsel have conducted a thorough investigation into the facts of this case, and have diligently pursued the claims of the Class Members against DNJ, including but not limited to: preparing and filing numerous pleadings and motions; issuing and responding to discovery; reviewing relevant documents and discovery produced during the proceedings and the Parties' negotiations; researching applicable law and potential defenses; developing the arguments for the Class Members' claims and class certification; advocating for the rights of the Class Members; and preparing for class certification and trial. Based on the foregoing, Plaintiff and Class Counsel have concluded that a settlement according to the terms set forth below is fair, reasonable, adequate, and beneficial to and in the best interests of Plaintiff and the Class Members in light of (1) the existence of multiple complex and contested issues of law and fact; (2) the risks inherent in litigation, including any trial or appeal; (3) the likelihood that future proceedings will be unduly protracted and expensive if the Litigation is not settled by voluntary agreement; (4) the magnitude of the benefits derived from the Settlement in light of both the maximum potential and likely range of recovery to be obtained through further litigation and the expense thereof, as well as the potential of no recovery whatsoever; and (5) Plaintiff's

determination that the Settlement and the relief thereunder is fair, reasonable, adequate, and substantially beneficial to the Class Members.

WHEREAS, DNJ denies all charges of wrongdoing or liability of any kind whatsoever that Plaintiff and the Class Members have asserted in the Litigation. DNJ further denies that, for any purpose other than settling this Litigation, these claims are appropriate for class treatment. Despite DNJ's belief that they are not liable for, and has good defenses to, the claims alleged in the Litigation, DNJ desires to settle the Litigation, and thus avoid the expense, risk, inconvenience, and distraction of continued litigation of any action or proceeding relating to the matters being fully settled and finally put to rest in this Settlement Agreement. Neither this Settlement Agreement, nor any negotiation or act performed or document created in relation to the Settlement Agreement or negotiation or discussion thereof is, or may be deemed to be, or may be used as, an admission of, or evidence of, any wrongdoing or liability.

NOW, THEREFORE, in consideration of the covenants, agreements, and releases set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and among the undersigned that the Litigation be settled and compromised on the following terms and conditions.

Each of the foregoing recitals is incorporated into this Agreement as though fully set forth therein.

III. DEFINITIONS

Whenever the following terms are used in capitalized form in this Agreement or in the attached Exhibits, they shall be defined and interpreted as follows:

3.1. "Administrative Expenses" means the costs and expenses incurred by the Settlement Administrator in implementing this Settlement, including but not limited to the costs of providing Notice, administering the settlement, disbursing payments to the Settlement Class Members, and performing other settlement administration functions in accordance with this Agreement.

3.2. "Agreement" or "Settlement Agreement" means this Class Settlement Agreement and its accompanying Exhibits.

3.3. "Class" or "Settlement Class" means, consistent with Section IV of this Agreement, all persons (1) who entered into Independent Contractor Agreements or similar agreements with DNJ, individually or on behalf of another entity; and (2) personally provided services as drivers pursuant to that agreement and/or contract in the State of Illinois during the relevant statutory period. The class includes all such persons who performed the described services from 10 years prior to the filing of the Complaint through the date the Settlement Agreement is executed.

3.4. "Class Counsel" means Alejandro Caffarelli, Alexis D. Martin, and Amanda Burns of Caffarelli & Associates Ltd.

3.5. “Class Members” means each and every member of the Settlement Class.

3.6. “Court” means the court and judge presiding over the Litigation and approval of the Settlement, as well as any appellate court that may review any orders related to this Settlement or this Litigation.

3.7. “Defendant” means DNJ Intermodal Services, LLC.

3.8. “Defendant’s Counsel” means Andrew J. Butcher and Charles Andrewsavage of Scopelitis, Garvin, Light, Hanson & Feary, P.C.

3.9. “Effective Date” means the date when this Settlement Agreement becomes final and effective and shall fall on the first day after the latest of the following occurrences:

i. The date the time to appeal or seek permission to appeal or seek other judicial review of the entry of the Final Approval Order approving the Settlement and dismissing this Litigation with prejudice as to DNJ has expired with no appeal or other judicial review having been taken or sought; or

ii. If an appeal or other judicial review has been taken or sought, the latest of: (i) the date the Final Approval Order is finally affirmed by an appellate court with no possibility of subsequent appeal or other judicial review therefrom; or (ii) the date the appeal(s) or other judicial review therefrom are finally dismissed with no possibility of subsequent appeal or other judicial review; or (iii) if remanded to the Circuit Court or to a lower appellate court following an appeal or other review, the date the Final Approval Order is entered by the Circuit Court after remand and the time to appeal or seek permission to appeal or seek other judicial review of the entry of that Final Approval Order has expired with no further appeal or other judicial review having been taken or sought. If further appeal is sought after a remand, the time periods in this Sub-Section shall apply.

3.14. “Gross Settlement Amount” means \$3,250,000.00 (three million two hundred fifty thousand dollars), which shall be the maximum gross amount that DNJ will pay pursuant to this Settlement Agreement, inclusive of settlement payments, any Service Award to the Settlement Class Representative approved by the Court, costs of Notice and Administrative Expenses, and any award of Court approved attorneys’ fees and costs. In no event shall DNJ be required to pay any amount beyond the Gross Settlement Amount.

3.10. “Litigation” means the lawsuit captioned *Barrera et al. v. DNJ Intermodal LLC*, No. 2015-CH-09701, which is pending in the Chancery Division of the Circuit Court of Cook County, Illinois before the Honorable Anna M. Loftus, or any other judge presiding in her stead and having jurisdiction over the case.

3.11. “Net Settlement Amount” means the amount of the Settlement Fund available for distribution to Settlement Class Members after payment of: the costs of Notice and Administrative

Expenses; any Service Award to the Settlement Class Representative approved by the Court; and any award of attorneys' fees, costs, and litigation expenses to Class Counsel approved by the Court.

3.12. "Notice" means the Settlement Website and the documents attached to this Agreement as Exhibits 1 & 2, which are to be used for purposes of providing notice of this Settlement to the Settlement Class Members consistent with the requirements of Due Process.

3.13. "Opt-Out & Objection Deadline" means the date by which all objections to the Settlement and/or requests for exclusion from the Settlement by Class Members —must be postmarked and mailed. The Parties intend to request that the Court set the Opt-Out & Objection Deadline on a date forty-five (45) days after the dissemination of Notice.

3.14. "Parties" means Plaintiff and Defendant, collectively.

3.15. "Plaintiff" or "Class Representative" shall mean Plaintiff Lucio Barrera.

3.16. "Parties' Counsel" means both Class Counsel and DNJ's Counsel, collectively.

3.17. "Released Claims" shall mean any and all claims, demands, rights, liabilities, and/or causes of action which Plaintiff asserted, both individually and on behalf of the class, in the Litigation, and any and all claims, demands, rights, liabilities, and/or causes of action which could have been asserted in the Litigation based on the same factual predicate against DNJ. Released Claims include, without limitation, all claims, demands, rights, liabilities, and/or causes of action of any nature and description whatsoever, which could have been asserted in the Litigation based on the same factual predicate under the Illinois Wage Payment and Collection Act (820 ILCS 115/1 *et seq.*), along with all benefits, damages, costs, penalties, liquidated damages, treble damages, punitive damages, interest, attorney fees, litigation costs, restitution, equitable relief, or other relief available under such laws; such claims include, without limitation, claims of alleged unjust and/or improper (1) classification as an independent contractor and/or non-employee exempt from federal and state minimum wage and/or overtime laws, or any other alleged misclassification under federal or state wage and hour laws; (2) deductions from compensation and/or wages; (3) failure to pay minimum wages; (4) failure to provide proper pay stubs or other records related to hours worked, wages earned, and/or payroll deductions; (5) failure to pay, indemnify, and/or reimburse for work-related expenses; (6) failure to pay all wages when due; (7) failure to calculate and/or pay overtime compensation; (8) failure to keep and maintain any records required to be kept or maintained under federal and/or state wage and hour laws; and/or (9) enrichment in any manner of DNJ by any conduct alleged in the Litigation.

3.18. "Settlement" means the compromise and settlement of the Litigation as contemplated by this Agreement.

3.19. "Settlement Administrator" means, subject to Court approval, Analytics, LLC, a third-party settlement administrator that shall perform certain notice and administration functions in accordance with this Agreement, subject to Class Counsel's supervision.

3.20. “Settlement Class Members” means each and every Class Member who does not timely and validly opt-out of the Settlement.

3.21. “Settlement Fund” means an interest-bearing account to be opened and administered by the Settlement Administrator and funded by DNJ in the amount of \$3,250,000.00 (three million two hundred fifty thousand dollars) for purposes of paying: (i) distributions to Settlement Class Members; (ii) the costs of Notice and Administrative Expenses; (iii) any Service Award to the Class Representative approved by the Court; and (iv) any award of attorneys’ fees, costs, and litigation expenses to Class Counsel approved by the Court. Funds remaining from all uncashed distribution checks will be shared equally by two cy pres recipients: Illinois Raise the Floor Alliance and March of Dimes, subject to the Court’s approval.

3.22. “Settlement Website” means the website established and maintained by the Settlement Administrator to provide Class Members with access to relevant case documents and other information regarding the Settlement.

3.23. “Service Award” or “Incentive Award” means the \$15,000 Award that may be requested and awarded to the Class Representative, subject to Court approval and paid from the Settlement Fund, in acknowledgement of the Class Representative’s participation, cooperation, and time and efforts devoted to pursuing this litigation and obtaining this Settlement on behalf of the Settlement Class Members.

IV. SETTLEMENT CLASS CERTIFICATION

4.1. For purposes of the Settlement only, the Parties stipulate and agree that: (1) the Settlement Class shall be certified in accordance with the class definition in Paragraph 4.2. below; (2) Plaintiff shall represent the Settlement Class as the Class Representative; and (3) Caffarelli & Associates Ltd shall be appointed as Class Counsel.

4.2. Subject to Court approval, the Parties shall request that the Court certify the following Settlement Class:

All persons (1) who entered into Independent Contractor agreements or similar contracts for services with DNJ Intermodal Services, LLC, individually or on behalf of another entity, and (2) personally provided drayage services as drivers pursuant to that agreement and/or contract in the State of Illinois at any time during the applicable statute of limitations.¹

The class includes all such persons who performed the described services from 10 years prior to the filing of the Complaint through the date the Settlement Agreement is executed.

¹ For purposes of this Settlement, the Parties agree that the limitations period is the period between 10 years prior to the filing of the Litigation and the filing of Plaintiffs’ preliminary approval motion, 735 ILCS 5/13-206.

4.3. Expressly excluded from the Settlement Class are all persons who timely elect to opt-out from the Settlement Class in accordance with this Agreement, the Court and staff to whom this case is assigned, and any immediate family members of the Court or its staff.

4.4. Any certification of the Settlement Class under this Agreement is for settlement purposes only, and if for any reason the Court does not grant final approval of the Settlement, or if final approval is not granted following the appeal of any order by the Court, or if for any reason the Settlement Effective Date does not occur, the certification of the Settlement Class for settlement purposes shall be deemed null and void, and each Party shall retain all of their respective rights as they existed prior to execution of this Settlement Agreement, and neither this Settlement Agreement, nor any of its accompanying Exhibits or any orders entered by the Court in connection with this Settlement Agreement, shall be admissible or used for any purpose in this Litigation.

4.5. The Parties and Class Counsel further agree that, other than to effectuate the Settlement of this Litigation, the certification of the Settlement Class for settlement purposes and all documents related thereto, including this Agreement and all accompanying Exhibits and all orders entered by the Court in connection with this Agreement, are only intended to be used under the specific facts and circumstances of this case and are not intended to be used in any other judicial, arbitral, administrative, investigative, or other court, tribunal, forum, or other proceeding against DNJ.

V. MONETARY RELIEF FOR THE SETTLEMENT CLASS

5.1. Settlement Fund.

5.1.1. Subject to the terms of this Agreement, and subject to Court approval, DNJ agrees to pay the Gross Settlement Amount into the Settlement Fund. DNJ will deposit the Gross Settlement Amount into the Settlement Fund within seven days after the Effective Date.

5.1.2. The Settlement Fund shall be used to pay: (i) distributions to Settlement Class Members; (ii) the costs of Notice and Administrative Expenses; (iii) any Service Award to the Settlement Class Representatives approved by the Court; and (iv) any award of attorneys' fees and litigation expenses to Class Counsel approved by the Court. Under no circumstance shall DNJ be required to pay more than the Gross Settlement Amount for any reasons whatsoever related to or under this Settlement. Funds remaining from all uncashed distribution checks will be shared equally by two *cypres* recipients: Illinois Raise the Floor Alliance and March of Dimes, subject to the Court's approval.

5.1.3. The Settlement Administrator shall maintain the Settlement Fund as a Court-approved Qualified Settlement Fund pursuant to Section 1.468B-1 et seq. of the Treasury Regulations promulgated under Section 468B of the Internal Revenue Code of 1986, as amended.

5.2. Individual Payments to Settlement Class Members.

5.2.1. Settlement Class Members shall be entitled to a payment from the Net Settlement Amount.

5.2.2. Every Settlement Class Member shall be entitled to a *pro rata* distribution of the Net Settlement Amount based upon the number of owner-operator pay statements issued to the Settlement Class Member during the relevant period.

5.2.3. Payments to individual Settlement Class Members will be made by check, payable directly to each respective Settlement Class Member and mailed via First Class United States mail, postage prepaid to their last known mailing address. The Settlement Administrator shall mail individual payments within 10 days after deposit of Gross Settlement Amount.

5.2.4. In the event that checks sent to Settlement Class Members are not cashed within ninety (90) days after their date of issuance, whether because the checks were not received or otherwise, those checks will become null and void. The amount of the uncashed checks after the 90-day expiration date, less any amounts necessary for remaining Administrative Expenses, will be distributed in equal shares to two *cy pres* recipients: Illinois Raise the Floor Alliance and March of Dimes, subject to the Court's approval. The Court may revise this *cy pres* provision as necessary without terminating or otherwise impacting this Settlement Agreement, provided the Court's revision does not increase the total amount of the Gross Settlement Amount. Settlement Class Members who do not cash their checks nevertheless remain bound by the Settlement, including the release of claims.

5.2.5. Each Settlement Class Member's individual payment shall be reported on an IRS 1099 Form. Other than the reporting requirements herein, Settlement Class Members shall be solely responsible for the reporting and payment of their share of any federal, state, and/or local income or other taxes on payments received pursuant to this Settlement Agreement and shall indemnify and hold DNJ harmless from any and all liability with regard thereto. It is understood and agreed that the Parties take no position and offer no advice regarding how any Class Member chooses to treat any payment made hereunder for tax or any other purpose.

5.2.6. To allow for proper tax reporting, and to avoid the need for backup tax withholdings, the Settlement Administrator must receive an I.R.S. Form W-9, or an equivalent, for Plaintiff and each Settlement Class Member. To the extent that any Settlement Class Member does not return an I.R.S. Form W-9 or equivalent prior to mailing the payment, the Settlement Administrator will issue a check for payment less the backup withholding at the applicable rate required by the I.R.S., which currently is 24 percent.

5.2.7. The Court may require changes to the method of allocation of the Settlement Fund without invalidating this Settlement Agreement, provided that the other material terms of the Settlement Agreement are not altered.

5.3. Attorneys' Fees and Litigation Expenses.

5.3.1. Plaintiff and the Class may apply to the Court for an award of reasonable attorneys' fees, costs, and litigation expenses for Class Counsel that, subject to Court approval and applicable law, will be paid from the Settlement Fund by the Settlement Administrator to an account designated by Class Counsel.

5.3.2. Plaintiff and the Class will file any motion for award of attorneys' fees, costs, and expenses at least fourteen (14) days prior to the fairness hearing.

5.3.3. With no consideration given or received, Plaintiff and the Settlement Class Members have agreed to limit their request for an award of attorneys' fees to no more than one-third (33.33%) of the Settlement Fund, plus reimbursement of reasonable litigation costs and expenses. DNJ takes no position on the amount to be sought by Plaintiff and the Settlement Class Members and does not object to a reasonable award of attorneys' fees and litigation expenses as determined by the Court and sought in accordance with this Agreement and applicable law.

5.3.4. If the Court gives final approval to an award of attorneys' fees, costs, and expenses to Class Counsel, the amount of the award shall be paid by the Settlement Administrator within seven (7) days after the Gross Settlement Amount is deposited into the Settlement Fund as discussed in Paragraph 5.1.1., above, and transferred to an account designated by Class Counsel.

5.3.5. In the event that the Court does not approve the requested award of attorneys' fees and litigation expenses, or the Court awards attorneys' fees and litigation expenses in an amount less than that requested, such decision shall not affect the validity and enforceability of the Settlement Agreement and shall not be a basis for rendering the entire Settlement null, void, or unenforceable. Any award made by the Court with respect to Class Counsel's attorneys' fees, costs, or expenses, or any proceedings incident thereto, including any appeal thereof, shall not operate to terminate or cancel this Settlement Agreement. Plaintiff and the Class retain the right to appeal any decision by the Court regarding its award of attorneys' fees, costs, and litigation expenses.

5.4. Class Representative Service Award.

5.4.1. Plaintiff may apply to the Court for a reasonable Service Award not to exceed \$15,000 that, subject to Court approval and applicable law, will be paid to Plaintiff from the Settlement Fund by the Settlement Administrator and mailed to an address provided by Class Counsel.

5.4.2. Plaintiff's request for a Service Award will be made contemporaneously with any motion for award of attorneys' fees, costs, and expenses filed at least fourteen (14) days prior to the fairness hearing.

5.4.3. With no consideration given or received, Plaintiff has agreed to limit the amount sought for a Service Award to no more than \$15,000 for Class Representative Lucio Barrera. DNJ takes no position on the amount to be sought for a Service Award and

does not object to a reasonable Service Award as determined by the Court and sought in accordance with this Agreement and applicable law.

5.4.4. If the Court grants a Service Award to Plaintiff, the Service Award shall be paid by check mailed by the Settlement Administrator to Plaintiff within seven days after the Gross Settlement Amount is deposited as discussed in Paragraph 5.1.1., above. Plaintiff shall be solely responsible for the payment of any and all taxes with respect to the Service Award and shall indemnify and hold DNJ harmless for any and all liability with regard thereto.

5.4.5. The denial by the Court of any request for Service Award shall not affect the validity and enforceability of the Settlement and shall not be a basis for anyone to seek to void the Settlement.

5.5. Notice and Administration Costs. Notice and Administration Costs shall be paid to the Settlement Administrator from the Settlement Fund and may be drawn after the Gross Settlement Amount is deposited into the Settlement Fund as discussed in Paragraph 5.1.1., above. Based on cost estimates provided to Class Counsel, it is anticipated that Administrative Expenses and costs of Notice will not exceed \$13,872. This amount is a cost estimate. Subject to Court approval, the Administrative Expenses and costs of Notice may vary. Any change to the Administrative Expenses and costs of Notice will not affect the validity and enforceability of the Settlement Agreement and shall not be a basis for rendering the entire Settlement null, void, or unenforceable.

VI. NOTICE TO THE CLASS

7.1. The Settlement Administrator shall be responsible for effectuating Notice of the Settlement to Class Members in accordance with the provisions of this Section subject to Court approval and Class Counsel's supervision.

7.2. The Notice, which shall be substantially in the form of Exhibits 1 & 2 attached hereto, shall be used for the purpose of informing Class Members about the pending Settlement and all material aspects of the Settlement Agreement. Additionally, the Notice shall explain what cash compensation is being made available and make clear the binding effect of the Settlement's release on all persons who do not timely request exclusion from the Settlement Class.

7.3. Class List.

7.3.1. DNJ shall create a list of Class Members, based on readily available information and records already within their possession, including—if available—Class Members' names, last-known mailing addresses, telephone numbers, and social security numbers or other taxpayer identification numbers (the "Class List").

7.3.2. Within thirty (30) days after preliminary approval, DNJ shall provide the Class List to the Settlement Administrator, who shall use such information for no purpose

other than the implementation of the Settlement and the Court's orders approving this Settlement and shall otherwise keep such information confidential.

7.3.3. Prior to disseminating Notice, the Settlement Administrator, using the Class List, shall run each Class Member's provided contact information through the national change-of-address database, and other available resources deemed suitable by the Settlement Administrator, to determine, to the best of its ability, the correct address for each Class Member.

7.4. Initial Notice.

7.4.1. Within ten (10) calendar days after receiving the Class List, or as soon thereafter as practicable, the Settlement Administrator shall cause the notice depicted in Exhibit 1 to be sent to every Class Member via U.S. mail using the Class Members' last known contact information.

7.4.2. If any of the mailings sent as part of the initial notice are undeliverable or result in a "bounce-back," the Settlement Administrator shall make reasonable efforts, including performing at least one reverse-lookup, to locate updated contact information. The Settlement Administrator will then attempt to re-send the notice within ten (10) days.

7.5. Settlement Website.

7.5.1. Within ten (10) calendar days after receiving the Class List, the Settlement Administrator shall launch the Settlement Website. Unless otherwise agreed to by the Parties, the Settlement Website shall be maintained until sixty (60) days after the Effective Date and then taken down. Subject to approval of the parties, the Settlement Administrator shall choose a neutral URL which will not include or refer to DNJ.

7.5.2. The Settlement Website shall host all relevant information about the Settlement, including electronic copies of this Agreement and its Exhibits, a long form version of the Notice of the Settlement substantially in the form of Exhibit 2 attached hereto, a list of important dates and deadlines, and copies of Court orders bearing on the Settlement and its approval.

7.6. The Parties agree that distribution of Notice in the manner described above constitutes the best notice practicable under the circumstances, and complies fully with any and all substantive and procedural Due Process rights guaranteed by the United States Constitution and any other applicable law. The Parties further agree that the Notice sufficiently notifies the Settlement Class of the terms of the proposed Settlement, their right to object to the Settlement or to opt-out of the Settlement, and the deadlines and procedures to object, opt-out, or submit an IRS Form W9 in connection with this Settlement.

VII. RELEASE

8.1. Comprehensive Waiver, Release, and Dismissal.

8.1.1. The Parties acknowledge that this Settlement, including the release contained in this Section, reflects a compromise of disputed claims.

8.2. Claims Released by Plaintiff.

8.2.1. In exchange for a Service Award as approved by the Court, Plaintiff, on behalf of himself and any business entities through which he performed services for DNJ, and their heirs, trustees, executors, successors, administrators, assigns, and representatives, shall and does hereby forever release, discharge and agree to hold harmless DNJ and each of DNJ's current and former owners, managers, supervisors, employees, directors, administrators, officers, shareholders, accountants, attorneys, insurers and insurance carriers, and agents, and each of their heirs, executors, administrators, agents, successors, and assigns, and each of the DNJ's predecessors, successors, parent companies, holding companies, and subsidiaries for any and all known and unknown claims, complaints, causes of action, lawsuits, demands, back wages, benefits, attorneys' fees, pain and suffering, debts, controversies, damages, judgments, in law or equity, of any kind, nature and character, which Plaintiff, his heirs, executors, administrators, agents, successors, and assigns have, had, or may have against DNJ arising out of, related to, or in any way connected with, his engagement by, alleged employment with, or their contract with DNJ, including but not limited to the Released Claims, as well as any other claim arising out of any and all transactions, occurrences, or matters between Plaintiff and DNJ prior to the date this Settlement Agreement is executed, except as prohibited by law. This Release shall include, without limitation, any and all claims alleged by Plaintiff in this Litigation, any and all wage and hour claims relating to services performed by Plaintiff on the behalf of any of the Releasees, and any and all wage and hour claims relating to Plaintiff's alleged employment or contract with any of the Releasees.

8.2.2. Without limiting the generality of the foregoing, this release shall include, but is not limited to, any and all claims under the (a) Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, *et seq.*, as amended; (b) Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, *et seq.*, as amended; (c) the Civil Rights Act of 1991; (d) 42 U.S.C. § 1981, as amended; (e) the Age Discrimination in Employment Act and Older Workers Benefit Protection Act, 29 U.S.C. § 621, *et seq.*; (f) the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.*, as amended; (g) the Equal Pay Act of 1963, as amended; (h) the Employee Retirement Income Security Act, as amended; (i) the Consolidated Omnibus Budget Reconciliation Act (COBRA), 29 U.S.C. § 1161 *et seq.*; (j) the Rehabilitation Act of 1973, as amended; (k) the Family and Medical Leave Act of 1993, as amended, 29 U.S.C. § 2601, *et seq.*, (l) the National Labor Relations Act, 29 U.S.C. § 151, *et seq.*; (m) the Workers Adjustment and Retraining Notification Act (WARN), 29 U.S.C. § 2100 *et seq.*, as amended; (n) the Illinois Wage Payment and Payment Collection Act, 820 ILCS 115, *et seq.* and Illinois Minimum Wage Law; and (o) any and all other federal, state, and local statutes, ordinances, regulations, rules, and other laws, and any and all claims based on

constitutional, statutory, common law, or regulatory grounds, as well as any other claims based on theories of employment misclassification, wage and hour, Leasing Regulations (49 C.F.R. Pt. 376), wrongful or constructive discharge, breach of contract or implied contract, fraud, misrepresentation, promissory estoppel or intentional and/or negligent infliction of emotional distress, or damages under any other federal, state or local statutes, ordinances, regulations, rules or laws. This release is for any and all legal, equitable, and/or other relief, no matter how denominated, including, but not limited to, back pay, front pay, vacation pay, bonuses, compensatory damages, tortious damages, liquidated damages, punitive damages, and damages for pain and suffering.

8.2.3. Plaintiff further acknowledges entitlement to consider for twenty-one (21) days whether to accept the terms of this Release, and that Plaintiff is not waiving rights or claims that may arise after the date this Settlement Agreement is executed. By executing this Settlement before the expiration of the 21-day period, Plaintiff does so voluntarily, upon the advice and with the approval of Class Counsel, and Plaintiff expressly and voluntarily waives his right to consider the terms of the Release in this Settlement during any remaining portion of the 21-day period. Plaintiff also understands that, after signing this Settlement, he has the right to revoke it within seven (7) days after signing.

8.3 Claims Released by Releasing Settlement Class Members.

8.2.4. For purposes of this Section VIII, “Releasing Settlement Class Members” means the Class Representative and all Settlement Class Members, except those who elect to opt out or are otherwise excluded from the Settlement Class in accordance with this Agreement.

8.2.5. It is the desire of the Parties and the Releasing Settlement Class Members to fully, finally, and forever settle the Released Claims and dismiss the Litigation, with prejudice. Accordingly, as consideration for DNJ’s payment of the Gross Settlement Amount, each Releasing Settlement Class Member, on behalf of themselves and any business entities through which they performed services on behalf of DNJ, and their heirs, trustees, executors, successors, administrators, assigns, and representatives, shall and do hereby forever release, discharge, and agree to indemnify and hold harmless DNJ of and from the Released Claims.

8.2.1. Plaintiff and Releasing Settlement Class Members also agree to release and forego any claims for attorneys’ fees and costs incurred by them or by Class Counsel or any other attorney in connection with the Litigation, and this Settlement, and all claims related to conduct in discovery in the Litigation.

8.2.2. Plaintiff and Releasing Settlement Class Members also agree that, to the extent permitted by law, if a claim is prosecuted in their name against DNJ before any court or administrative agency in connection with or related to the Released Claims, they waive, and agree not to take, any award of money or other damages from such proceeding. Plaintiff and Releasing Settlement Class Members agree that, unless otherwise compelled by law, if a claim is prosecuted in any of their names against DNJ in connection with or related to

the Released Claims that they will immediately request in writing that the claim on their behalf be withdrawn.

8.2.3. Plaintiff and Releasing Settlement Class Members understand and agree that this release is a full and final release applying to both those claims that are currently known, anticipated, or disclosed to Plaintiff and Releasing Settlement Class Members and to all those that are presently unknown, unanticipated, or undisclosed to any Plaintiff or Releasing Settlement Class Members arising out of the alleged facts, circumstances, and occurrences underlying the claims set forth in the Litigation. Plaintiff and Releasing Settlement Class Members acknowledge that the facts could be different than they now know or suspect to be the case, but they are nonetheless releasing all such unknown claims. In exchange for the good and valuable consideration set forth herein, all Plaintiff and Releasing Settlement Class Members further waive any and all rights or benefits that they as individuals or the classes may now have as a result of the alleged facts, circumstances, and occurrences underlying the claims set forth in the Litigation. In exchange for the good and valuable consideration set forth herein, Plaintiff and all Releasing Settlement Class Members further waive any and all rights or benefits that they as individuals or as Plaintiff and Releasing Settlement Class Members may now have as a result of the alleged facts, circumstances, and occurrences underlying the claims set forth in the Litigation under the terms of Section 1542 (a) of the California Civil Code (or similar statute in effect in any other jurisdiction), which provides as follows:

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

8.3. The comprehensive waiver and release contemplated in this Section VIII is contingent upon entry of an order finally approving the Settlement and shall take effect on the Effective Date.

VIII. OPT-OUT PROCEDURE

9.1. Right to Opt-Out.

9.1.1. Class Members shall have the right to exclude themselves from the Settlement, if they wish to do so.

9.1.2. A Class Member who wishes to be excluded from the Settlement must submit a request for exclusion in writing to the Settlement Administrator.

9.2. Opt-Out Requirements.

9.2.1. For a request for exclusion to be accepted, it must be timely and valid.

9.2.2. To be timely, a request for exclusion must be mailed and postmarked on or before the Opt-Out & Objection Deadline and received by the Settlement Administrator no later than five (5) days after the Opt-Out & Objection Deadline. The date of the Opt-Out & Objection Deadline will be provided in all forms of Notice and posted on the Settlement Website.

9.2.3. To be valid, a request for exclusion must: (a) contain a statement that the Class Member wishes to be excluded from the Settlement Class; (b) be personally signed and dated by the Class Member; and (c) provide the Class Member's full name, mailing address, email, and telephone number.

9.2.4. Because requests for exclusion must be personally signed, mass-generated exclusion requests are invalid and may be denied by the Settlement Administrator.

9.2.5. A request for exclusion that is sent to an address other than that of the Settlement Administrator designated in the Notice, or that is not postmarked within the time specified, shall be ineffective and the person serving such a request shall be deemed to be a member of the Settlement Class and thus bound as a Settlement Class Member by the Settlement Agreement, if approved.

9.3. Effect of Opting Out.

9.3.1. If the Settlement is finally approved by the Court, all Class Members who have not timely and validly excluded themselves will be bound by the Settlement and will be deemed to be a Releasing Settlement Class Member as defined herein, and the relief made available under the Settlement will be their sole and exclusive remedy.

9.3.2. Any member of the Settlement Class who timely and validly elects to be excluded shall not: (i) be bound by any order or final Judgment; (ii) be entitled to relief under this Settlement Agreement; (iii) gain any rights by virtue of this Settlement Agreement; or (iv) be entitled to object to any aspect of this Settlement Agreement. Because a person who opts out is no longer a member of the Settlement Class, they also cannot object to the Settlement.

9.4. Opt-Out List.

9.4.1. Within seven (7) days after the Opt-Out & Objection Deadline, the Settlement Administrator shall provide the Parties' Counsel with a list reflecting all individuals who have timely and validly excluded themselves from the Settlement Class.

9.4.2. A list reflecting all individuals who timely and validly excluded themselves from the Settlement shall also be filed with the Court at the time of the motion for final approval of the Settlement.

9.5 Option to Void Agreement. If fifteen (15) or more Class Members timely submit opt-out requests, DNJ may choose to void the Settlement and return the parties to the status quo ante pre-mediation. An election to void the Settlement pursuant to this section must be made in writing and served on the counsel for the other party within seven (7) days of receiving the Opt-out List described in S. 9.4.1.

IX. OBJECTION PROCEDURE

10.1. Settlement Class Members shall have the right to object to the Settlement, if they wish to do so. The Parties agree that they will not solicit or otherwise encourage, directly or indirectly, any Settlement Class Member to object to this Settlement.

10.2. The long form version of the Notice of the Settlement shall contain instructions outlining the procedure set forth below for objections to the Settlement.

10.3. To be considered, an objection must be in writing, include the objector's full name and the case name and case number(s) of the Litigation; the objector's current address, email, and phone number; the reasons why the objector objects to the Settlement along with any supporting legal authority; and the objector's signature. In addition, the objecting Settlement Class Member must identify any previously-filed objections they or their counsel have filed in any state or federal court class action in the last five (5) years. This listing must contain (i) the name of the case; (ii) the case number; (iii) the court in which the objection was filed; and (iv) the outcome of the objection. The objection must also indicate whether or not the objector intends to appear at the final fairness hearing on the motion for final approval of the Settlement.

10.4. A Settlement Class Member who wishes to object to the Settlement must notify the Parties and the Court of his or her objection, in writing, on or before the Opt-Out & Objection Deadline. Additionally, any objection(s) must be filed with the Court on or before the Opt-Out & Objection Deadline, and copies must be served on the Settlement Administrator and the Parties' Counsel.

10.5. The Parties will request that the Court order that failure to comply timely and fully with these procedures shall result in the invalidity and rejection of an objection. The Parties will request that the Court order that no Settlement Class Member shall be entitled to appear at the final approval hearing (whether individually or through an attorney obtained at their own expense) or to object to the Settlement unless written notice of the Settlement Class Member's objection and any brief in support of the objection have been filed with the Court and served upon the Parties' Counsel on or before the Opt-Out & Objection Deadline.

10.6. Any Settlement Class Member who objects to the Settlement and wishes to appear and speak at the final approval hearing must include in his or her written objection a statement expressing intention to appear and speak at the final approval hearing, or send a "Notice of Intent to Appear" at the final approval hearing to the Clerk of the Court and to the Parties' Counsel, postmarked on or before the Opt-Out & Objection Deadline. The Notice of Intent to Appear must include: the case name and case number of the lawsuit; the Settlement Class Member's full name, address, email address, and phone number; a statement clearly indicating the intention to appear

at the final approval hearing and the reasons for seeking to appear; copies of any papers or information to be presented to the Court, if any; and the Settlement Class Member's signature.

10.7. Settlement Class Members who do not file and serve timely written objections in accordance with the procedures set forth in this Agreement have waived any objections to the Settlement and are forever foreclosed from making any objection (whether by appeal or otherwise) to the Settlement, or any aspect of the Settlement, including, without limitation, the fairness, reasonableness, or adequacy of the proposed Settlement, or any award of attorneys' fees or reimbursement of costs and expenses. The Parties will request that the Court order that Settlement Class Members who fail to file and serve written objections in accordance with this Section shall be deemed to have waived any objections and shall be foreclosed from making any objection to the certification of the Settlement Class or to the Settlement Agreement.

10.8. Class Members cannot both object to and exclude themselves from the Settlement. Any Class Member who attempts to both object to and exclude themselves from this Settlement will be deemed to have excluded themselves and will forfeit the right to object to this Settlement Agreement or any of its terms.

10.9. In the event the Parties determine that an objection is frivolous or otherwise without merit, the Parties shall request that the Court, within its discretion, overrule the objection and award appropriate costs and fees to the Parties in opposing such objection(s).

X. PROCEDURE FOR APPROVAL OF THE SETTLEMENT

11.1. Preliminary Approval.

11.1.1. Plaintiff and Class Counsel shall promptly submit this Settlement Agreement to the Court for preliminary approval and determination by the Court as to its fairness, adequacy, and reasonableness. Promptly upon execution of this Settlement Agreement, Class Counsel shall file an unopposed motion with the Court seeking entry of an order granting preliminary approval of the Settlement and requesting that the Court's order:

- a.** Preliminarily approve the Settlement;
- b.** Conditionally certify the Settlement Class pursuant to 735 ILCS 5/2-801, solely for the purpose of this Settlement, in accordance with applicable legal standards and this Agreement;
- c.** Approve as to form and content the proposed Notices;
- d.** Schedule a final fairness hearing on the question of whether the proposed Settlement should be finally approved as fair, reasonable, and adequate as to the Settlement Class;
- e.** Approve and appoint Alejandro Caffarelli, Alexis D. Martin, and

Amanda Burns of Caffarelli & Associates Ltd.. as Class Counsel;

- f. Approve Plaintiff Lucio Barrera as the Settlement Class Representative;
- g. Approve Analytics, LLC as Settlement Administrator; and
- h. Approve the establishment of the Settlement Fund.

11.1.2. DNJ and DNJ's Counsel shall cooperate with Class Counsel to obtain preliminary approval.

11.1.3. At or after the hearing on the preliminary approval motion, the Parties shall submit a proposed preliminary approval order that is the same or substantially similar to Exhibit 3, subject to agreed-upon revisions or modifications as appropriate or requested by the Court.

11.1.4. Following preliminary approval, the Parties shall continue to take any steps necessary to stay any pending proceedings so as to preserve the status quo until either the Effective Date occurs, or the Settlement Agreement is voided.

11.2. Final Approval.

11.2.1. The Parties will jointly request that the Court hold a final fairness hearing a/k/a final approval hearing approximately 150 days after preliminary approval to determine whether to grant final approval to the Settlement.

11.2.2. Prior to the final approval hearing, Plaintiff and Class Counsel will file an unopposed motion for final approval requesting that the Court:

- a. Grant final approval to the Settlement, finding that its terms are fair, reasonable, and adequate, and entered into good faith and without collusion;
- b. Confirm certification of the Settlement Class pursuant to 735 ILCS 5/2-801, solely for the purposes of this Settlement, in accordance with applicable legal standards and this Agreement;
- c. Approve disbursement of the Settlement Fund pursuant to this Agreement;
- d. Approve Class Counsel's application for an award of Attorneys' Fees and Litigation Expenses pursuant to this Agreement;
- e. Approve the Settlement Class Representative's Incentive Award;

- f. Resolve any properly filed objections to the Settlement Agreement;
- g. Approve the Release provided in Section VIII and order that, as of the Effective Date, the Releasing Settlement Class Members will be barred from pursuing released claims against DNJ as provided in section 8.2 of this Agreement;
- h. Dismiss the claims in the Litigation with prejudice and with each Party to bear their own fees and costs, except as provided for in this Agreement;
- i. Reserve continuing and exclusive jurisdiction over the Settlement and this Agreement for the purposes of administering, consummating, supervising, construing and enforcing the Settlement Agreement;
- j. Approve and direct consummation of this Agreement finding that, pursuant to 735 ILCS 5/2-1301, there is no just reason for delay of entry of final judgment with respect to the foregoing.

11.2.3. In their submissions to the Court in support of final approval of the Settlement, Plaintiff and Class Counsel will submit a proposed final approval order that is the same or substantially similar to Exhibit 4, subject to agreed-upon revisions or modifications as appropriate or requested by the Court.

XI. MUTUAL FULL COOPERATION

12.1. The Parties agree to cooperate fully with each other and the Administrator to accomplish the terms of this Settlement, including but not limited to execution of all necessary documents, and to take such other action as may reasonably be necessary to implement the terms of this Settlement. The Parties shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by order of the Court or otherwise, to effectuate the terms of this Settlement. As soon as practicable after execution of this Settlement, Class Counsel shall, with the assistance and cooperation of DNJ and their counsel, take all necessary steps to secure the Court's approval of the Settlement.

12.2. The Parties shall engage in confirmatory discovery, if determined to be necessary, or voluntary disclosure of additional identifying information about class members, including, without limitation, class member dates of contracting (either individually or through a business entity), and all available contact information. Such information may be sent directly to the Class Administrator.

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

XII. STATEMENT OF NO ADMISSION

13.1. Nothing contained in this Agreement shall be construed or deemed an admission of liability, culpability, or wrongdoing on the part of DNJ, and DNJ denies liability for any alleged wrongdoing, including denying that Plaintiff and the Class Members have adequately pled any claim against them in Plaintiff and the Class Members' Complaint. DNJ expressly denies liability for the claims asserted and specifically denies and does not admit any of the pleaded facts not admitted in its pleadings in the Litigation. Nor shall this Agreement constitute an admission by DNJ as to any interpretation of laws or as to the merits, validity, or accuracy of any claims made against them in the Litigation. Likewise, nothing in this agreement shall be construed or deemed an admission by Plaintiff or the Settlement Class with regards to the validity of any of DNJ's defenses or affirmative defenses. Each of the Parties has entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses.

13.2. This Agreement, and all related documents, including the Settlement Agreement, the certification for settlement purposes entered pursuant to this Agreement, and any requests to opt-out, objections, or other materials submitted by Class Members and all other actions taken in implementation of the Settlement, including any statements, discussions, or communications, and any materials prepared, exchanged, issued, or used during the course of the negotiations leading to this Agreement are settlement documents and shall be inadmissible in evidence and shall not be used for any purpose in this Litigation or in any other judicial, arbitral, administrative, investigative, or other court, tribunal, forum, or proceeding, or any other litigation against DNJ, for any purpose, except in an action or proceeding to approve, interpret, or enforce the terms of this Agreement.

13.3. The requests to opt-out, objections, and any other evidence produced or created by any Class Member in connection with the claims resolutions procedures pursuant to this Settlement, and any actions taken by DNJ in response to such materials do not constitute, are not intended to constitute, and will not be deemed to constitute an admission by DNJ of any violation of any federal, state, or local law, statute, ordinance, regulation, rule, or executive order, or any obligation or duty at law or in equity.

13.4. Any certification of the Settlement Class in accordance with the terms of this Agreement is for settlement purposes only. Nothing in this Agreement will be construed as an admission or acknowledgement of any kind that any class should be certified in this Litigation or in any other action or proceeding. Further, neither this Agreement, nor the Court's actions with regard to this Agreement, will be deemed admissible in this Litigation and are not intended to be admissible (and Plaintiff and Class Counsel shall not seek their admission), in any other judicial, arbitral, administrative, investigative, or other court, tribunal, forum, or proceeding, or in any other litigation, regarding the propriety of class certification or collective treatment. In the event that this Agreement is not approved by the Court or any appellate court, or otherwise fails to become effective and enforceable, or is terminated, or the Effective Date does not occur for any reason, DNJ will not be deemed to have waived, limited, or affected in any way any of their objections or defenses in the Litigation.

XIII. VOIDING THE AGREEMENT

14.1. In the event that this Settlement is not approved in substantially the same form as that submitted by the Parties with respect to all material terms, a court of appeals reverses the Court's order granting final approval of this Settlement, or if for any reason the Effective Date does not occur, the Parties may elect to deem the Settlement Agreement null, void, and unenforceable, and the Parties shall return to their respective positions prior to engaging in settlement negotiations.

14.2. In the event of a denial or reversal of approval of this Settlement, the Parties agree to work cooperatively and in good faith to address and resolve any concerns identified by the Court in denying or reversing approval.

14.3. Should the parties resolve any concerns identified by the Court following the denial or reversal of approval of this Settlement, they shall re-submit the Settlement Agreement, as amended, to the Court for approval. Should the Parties' efforts prove unsuccessful, the Settlement Agreement shall become null and void, and no party shall be bound by any of its terms, including any obligations to make any payments or to release any claims.

14.4. In the event the Settlement Agreement becomes null and void:

- i.** any order certifying a class for the purposes of the Settlement shall be vacated, any such settlement class shall be decertified, and DNJ reserves the right to oppose any future motion or request for class certification;
- ii.** the Settlement Agreement and all negotiations, settlements, and proceedings relating thereto, shall be without prejudice to the rights of any of the Parties in the Litigation, all of whom shall be restored to their respective positions prior to the Settlement; and
- iii.** neither this Settlement Agreement, nor any ancillary documents, actions, statements, or filings in furtherance of Settlement shall be admissible or offered into evidence in the Litigation or any other legal proceeding for any purpose whatsoever.

XIV. SIGNATORIES' AUTHORITY

15.1. The respective signatories to this Agreement represent that they are fully authorized to enter into this Settlement Agreement on behalf of the respective Parties for submission to the Court for preliminary and final approval.

XV. NO PRIOR ASSIGNMENTS

16.1. The Parties 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 right released and discharged in this Settlement.

XVI. NOTICES AND COMMUNICATIONS

17.1. Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given: (i) on the date given, if given by hand delivery; (ii) within one (1) business day, if sent by overnight delivery services such as Federal Express or similar courier; (iii) on the third business day after mailing by United States registered or certified mail, return receipt requested, or (iv) on the day received for delivery by e-mail.

17.2. All notices given under this Agreement shall be addressed as follows:

To Plaintiff and Class Counsel:

Alejandro Caffarelli
Alexis D. Martin
Amanda Burns
Caffarelli & Associates Ltd.
224 S. Michigan Avenue, Suite 300
Chicago, Illinois 60604
acaffarelli@caffarelli.com
amartin@caffarelli.com
aburns@caffarelli.com

To Defendant and Defendant's Counsel:

Andrew J. Butcher
Chip Andrewscavage
SCOPELITIS, GARVIN, LIGHT, HANSON
& FEARY, P.C.
30 W. Monroe Street, Suite 1600
Chicago, IL 60603
abutcher@scopelitis.com
candrewscavage@scopelitis.com

XVII. CONFIDENTIALITY

18.1. The negotiations related to this Agreement (including the negotiations related to the drafting of this Agreement, and any negotiations prior to preliminary approval or between the time of preliminary and final approval) will remain strictly confidential and shall not be discussed with anyone other than the Parties, their retained attorneys, their accountants and financial or tax advisers, their retained consultants, the Court, the Settlement Administrator, and the mediator Hon. James Epstein (Ret.) and his staff, unless otherwise agreed to by Class Counsel and DNJ or unless otherwise ordered by the Court. Notwithstanding the other provisions of this Section, DNJ may, if

necessary, disclose the Settlement in filings that DNJ is required to make with the Securities and Exchange Commission, including 10-Q and 10-K filings, or in other disclosures to investors.

XVIII. MEDIA

19.1. No Party, nor the Parties' Counsel, shall initiate any statements to the media regarding the Settlement. The Parties shall agree on a statement to be used in the event of press inquiries regarding the settlement. Nothing in this provision is intended to prohibit implementation of Notice to the Settlement Class in accordance with this Agreement.

19.2. Any current media or website postings regarding the Litigation will be removed immediately, and except as otherwise provided herein neither Plaintiff nor Class Counsel are permitted to reference the Settlement or the Litigation generally on any internet or social media platform at any point.

XIX. MISCELLANEOUS PROVISIONS

20.1. Construction. The Parties agree that the terms and conditions of this Settlement are the result of lengthy, intensive arms-length negotiations between the Parties and that this Settlement shall not be construed in favor of or against any party by reason of the extent to which any party or her or his counsel participated in the drafting of this Settlement.

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

20.3. Invalidation. Unless otherwise stated herein, invalidation of any material portion of the Settlement shall invalidate the Settlement in its entirety, unless the Parties shall subsequently agree in writing that the remaining provisions of the Settlement are to remain in full force and effect.

20.4. Modification. This Agreement may not be changed, altered, or modified, except in a writing signed by the Parties and approved by the Court. Notwithstanding the foregoing, the Parties agree that any dates contained in this Agreement may be modified by agreement of the Parties without Court approval if the Parties agree and cause exists for such modification. This Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties.

20.5. Integration Clause. This Agreement, the Exhibits hereto, and any other documents delivered pursuant hereto contain the entire agreement between the Parties relating to the resolution of the Litigation, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or the Parties' Counsel, are merged in this Agreement. No rights under this Settlement may be waived except in writing and signed by the Party against whom such waiver is to be enforced.

20.6. Binding on Assigns. This Settlement shall be binding upon, and inure to the benefit of, the Parties and their respective heirs, trustees, executors, administrators, successors, and assigns.

20.7. Non-Disparagement. The Parties agree that from this time forward they will refrain from making any defamatory, derogatory, or disparaging statements about the other, or any person associated with or representing the other. The Parties further agree that from this time forward they will not make or repeat any allegation of illegal, immoral, unethical, or improper conduct about the other, unless ordered to do so by a court of competent jurisdiction or otherwise required by law.

20.8. Non-Solicitation. Plaintiff and Class Counsel will not solicit, contact, or otherwise encourage other or former contractors or employees of DNJ to assert claims against DNJ in this Litigation outside of the Notice or in any separate proceeding. However, should one of DNJ's current or former contractors or employees who is not one of the Class Members contact Class Counsel following receipt of the Notice, Class Counsel will be free to follow their professional judgment in advising such individual about a potential claim regarding DNJ.

20.9. Class Counsel Signatories. It is agreed that because the Class Members are so numerous, it is impossible or impractical to have each Settlement Class Member execute this Settlement. The Notice provided in accordance with this Agreement will provide all Class Members with a summary of the Settlement and will advise all Class Members of the binding nature of the release. Excepting only those Class Members who timely submit a valid request for exclusion, such Notice shall have the same force and effect as if this Settlement were executed by each Class Member.

20.10. Counterparts. This Agreement may be executed in any number of counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one and the same Agreement, which shall be binding upon and effective as to all Parties. This Agreement shall be deemed executed as of the date that the last party signatory signs the Agreement.

20.11. Applicable Law. This Agreement shall be governed by Illinois law without regard to its choice of law or conflicts of law principles or provisions.

20.12. Attorney Fees, Costs, and Expenses. Except as otherwise specifically provided for herein, each Party shall bear his, her, or its own attorneys fees, costs, and expenses, taxable or otherwise, incurred by them in or arising out of the Litigation and shall not seek reimbursement thereof from any other Party to this Settlement Agreement.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement by and through their duly authorized representatives and counsel on the dates stated below.

LUCIO BARRERA, individually and as
Class Representative



Signature

05 / 10 / 2023

Date

CAFFARELLI & ASSOCIATES, LTD., as
Class Counsel



Signature

Alejandro Caffarelli

Printed Name

05/11/2023

Date

DNJ INTERMODAL SERVICES, LLC, as
Defendant

Signature

Printed Name

Date

SCOPELITIS GARVIN LIGHT HANSON
& FEARY PC, as Counsel for Defendant

Signature

Printed Name

Date

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement by and through their duly authorized representatives and counsel on the dates stated below.

LUCIO BARRERA, individually and as
Class Representative

CAFFARELLI & ASSOCIATES, LTD., as
Class Counsel

Signature

Signature

Date

Printed Name

Date

DNJ INTERMODAL SERVICES, LLC, as
Defendant

SCOPELITIS GARVIN LIGHT HANSON
& FEARY PC, as Counsel for Defendant

Signature

Signature

Printed Name

Andrew J. Butcher

Date

Date

Exhibit 1

A class action settlement has been reached on behalf of truck drivers who contracted to drive for DNJ Intermodal Services, LLC, also known as DNJ within the State of Illinois. You may be entitled to a cash payment from the settlement.

This is an official legal notice to inform you about the Settlement. This is not an ad from a lawyer.

What is this notice about?

This notice provides information about a class action settlement that has been reached in a lawsuit entitled *Barrera v. DNJ Intermodal Services, LLC, et al.*, No. 2015-CH-09701 (Ill. Cir. Ct. Cook Cnty.). The case involves allegations that DNJ Intermodal Services, LLC, which does business as DNJ Intermodal Services, LLC, unlawfully misclassified their truck drivers as independent contractors rather than employees and took deductions from the drivers' settlement compensation in violation of Illinois law. DNJ denies the allegations, and the Court has not decided who is right or wrong. Rather, the parties have reached a compromise to end the lawsuit and avoid the uncertainties and costs of further litigation.

Why did I get this notice?

This notice was sent to inform you that you are a member of the Settlement Class and are eligible to receive a payment from the Settlement. The Settlement Class includes All persons (1) who entered into Independent Contractor agreements or similar contracts for services with DNJ Intermodal Services, LLC, individually or on behalf of another entity, and (2) personally provided drayage services as drivers pursuant to that agreement and/or contract in the State of Illinois at any time during the applicable statute of limitations..

The class includes all individuals who performed the described services from June 22, 2005 through the date May 11, 2023.

What can I get from the proposed Settlement?

The proposed Settlement involves creation of a gross Settlement Fund of up to \$3,250,000. You are eligible to receive a cash payment from the Settlement Fund. The amount of each Settlement Class Member's payment will vary depending on the number of owner-operator pay statements you or your business entity received from DNJ. If the Court approves the Settlement, the Settlement Fund will also be used to pay all fees and costs of the Settlement, including notice and administration costs, an Incentive Award to the Class Representative, and an award of attorneys' fees, costs, and expenses for the lawyers representing the Class.

Any payment you receive may be subject to taxes. Included with this notice is an IRS Form W9 that you may fill out and return to the Settlement Administrator. If you do not return a completed W9, the Settlement Administrator will issue your payment less the applicable tax withholding rate required by the IRS.

What are my options?

You do not need to do anything to receive your share of the settlement. If you do nothing, you will remain a member of the Class. Assuming the Court approves the Settlement, you will be sent a check as described above shortly after what is called the "Effective Date" of the settlement agreement, which we anticipate would be within the next five (5) to months (although this timing is subject to change). However, if you don't want to be part of the Settlement, or you'd rather bring claims against the Defendant at your own expense, you can exclude yourself by opting out by **Month DD, 2023**. But you won't receive any payment from the Settlement if you opt out. You may also object to the Settlement by **Month DD, 2023** if you disagree with it. If you choose not to exclude yourself, you will release any claims related to this case or any other wage-related or deduction claims you may have against DNJ, as described in the Settlement Agreement posted on the Settlement Website. Please see the detailed notice on the Settlement Website for more information.

*For more information, visit **[WEBSITE URL]**,*

How do I update my Contact Information?

You must notify the Settlement Administrator of any changes in your mailing address so that your settlement award, should you request one, will be sent to the correct address. To update your address, contact the Settlement Administrator, listed below.

Barrera v. DNJ Intermodal Services
c/o Analytics Consulting LLC
P.O. Box ##
Chanhassen, MN 55317
Toll-free phone: NUMBER
Email: EMAIL

When will the Settlement be approved?

The Court will hold a hearing on **Month/DD, 2023** at **TIME** in the Circuit Court of Cook County, Illinois located in the Daley Center at 50 W. Washington Street, Chicago, Illinois in Courtroom 2410. At the fairness hearing, the Court will consider whether to approve the Settlement and a request by the lawyers representing the Class for an award of attorneys' fees of no more than 33.33% of the Settlement Fund (\$1,083,33.33), plus their costs for their work in the case. The court will also consider an Incentive Award payment of up to \$15,000 to the Class Representative, Lucio Barrera. You can appear at the hearing, but you don't have to. You can also hire your own attorney, at your own expense, to appear or speak for you at the hearing.

What if I have additional questions?

If you have any questions about this Notice, this case, or the Settlement, please visit [WEBSITE URL]. You may also contact the Settlement Administrator or Settlement Class Counsel at:

<p><u>Settlement Administrator</u> Barrera v. DNJ Intermodal Services c/o Analytics Consulting LLC P.O. Box ## Chanhassen, MN 55317 Toll-free phone: NUMBER Email: EMAIL</p>	<p><u>Settlement Class Counsel</u> Alejandro Caffarelli, Esq. Alexis D. Martin, Esq. Amanda Burns, Esq. Caffarelli & Associates Ltd. 224 S. Michigan Ave., Ste. 300 Chicago, Illinois 60604 Tel. (312) 763-6880</p>
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PLEASE DO NOT CONTACT THE COURT OR DNJ FOR QUESTIONS ABOUT THIS SETTLEMENT.

For more information, visit [WEBSITE URL],

Exhibit 2

Certain truck drivers who contracted to drive for DNJ Intermodal Services, LLC within the State of Illinois, may be entitled to a cash payment from a class action settlement. Please read this notice carefully.

Official Notice for *Barrera v. DNJ Intermodal Services, LLC*, No. 2015-CH-09701 (Ill. Cir. Ct. Cook Cnty.)

The Circuit Court of Cook County has preliminarily approved a class action settlement in the lawsuit *Barrera v. DNJ Intermodal Services, LLC*, No. 2015-CH-09701. This legal Notice was authorized by the Circuit Court for Cook County, Illinois to inform Class Members about their rights in the Settlement. This is not an advertisement from a law firm.

What is this Notice about?

This notice provides information about a class action settlement that has been reached in a lawsuit entitled *Barrera v. DNJ Intermodal Services, LLC*, No. 2015-CH-09701 (Ill. Cir. Ct. Cook Cnty.). The case involves allegations that DNJ Intermodal Services, LLC, unlawfully misclassified their truck drivers as independent contractors rather than employees and took deductions from the drivers' paychecks in violation of Illinois law. DNJ denies the allegations, and the Court has not decided who is right or wrong. Rather, the parties have reached a compromise to end the lawsuit and avoid the uncertainties and costs of further litigation. **Please read this notice carefully. It summarizes your rights and options under the settlement.** You can access and read the full Settlement Agreement at [[WEBSITE URL](#)].

Who's included in the Settlement?

The Settlement Class: All persons (1) who entered into Independent Contractor agreements or similar contracts for services with DNJ Intermodal Services, LLC, individually or on behalf of another entity, and (2) personally provided drayage services as drivers pursuant to that agreement and/or contract in the State of Illinois at any time during the applicable statute of limitations...

The class includes all such persons who performed the described services from 10 years prior to the filing of the Complaint (June 22, 2005) through the date the Settlement Agreement was executed (May 11, 2023).

What are my options?

If you are a member of the Settlement Class, then you have the following options under the Settlement:

- 1) Do Nothing, and Participate in the Settlement:** The proposed Settlement provides for a gross settlement fund totaling \$3,250,000. If you do nothing, you will remain a member of the Settlement Class and will be eligible to receive a cash payment from the Settlement Fund. The amount each Class Member receives will vary based on the number of owner-operator pay statements you or your business entity received from DNJ. You do not need to do anything to receive a cash payment from the Settlement Fund. Assuming the Court approves the Settlement, you will be sent a check as described above shortly after what is called the "Effective Date" of the settlement agreement, which we anticipate would be within the next five (5) to months (although this timing is subject to change). You will be bound by the

judgment and bound by the injunction against prosecuting wage-related claims against DNJ, and you will release claims against DNJ as discussed below.

- 2) **Exclude Yourself from the Settlement and receive no money:** You may exclude yourself from the Settlement. If you choose this option, you will not receive a payment from the Settlement, but you will keep your right to hire your own lawyers and bring a separate lawsuit against DNJ at your own expense if you want to do so. Your request to exclude yourself must be submitted by mail no later than [DATE]. You must follow the process described in section 8 below. If the Settlement is approved and you do not exclude yourself, you will be bound by the Settlement and will release certain claims as described below.
- 3) **Object:** You may object to the Settlement. The deadline for objecting to the Settlement is [DATE]. All objections must be mailed to the Parties' lawyers and the Settlement Administrator. See Part 7 below for details.

NOTE: This Notice is just a summary. The Class Members' rights and options under the Settlement—and the deadlines to exercise them—are explained in the Settlement Agreement and summarized below.

PLEASE DO NOT CALL OR WRITE THE COURT OR THE COURT CLERK'S OFFICE. THEY WILL NOT BE ABLE TO ASSIST YOU. If you have questions, or if you'd like more information, please visit [WEBSITE URL] or contact the Settlement Administrator or Settlement Class Counsel at:

<p style="text-align: center;"><u>Settlement Administrator</u> Barrera v. DNJ Intermodal Services c/o Analytics Consulting LLC P.O. Box ## Chanhassen, MN 55317 Toll-free phone: NUMBER Email: EMAIL</p>	<p style="text-align: center;"><u>Settlement Class Counsel</u> Alejandro Caffarelli, Esq. Alexis D. Martin, Esq. Amanda Burns, Esq. Caffarelli & Associates Ltd. 224 S. Michigan Ave., Ste. 300 Chicago, Illinois 60604 Tel. (312) 763-6880</p>
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WHAT THIS NOTICE CONTAINS

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1. Who's part of the Settlement?

In a class action, the plaintiffs bring a lawsuit on behalf of other people who have similar claims. These people are collectively called "Class Members" or a "Class." In this case, the Court has preliminarily certified a Class for purposes of the settlement of this case. That class is defined to include the following people:

All persons (1) who entered into Independent Contractor agreements or similar contracts for services with DNJ Intermodal Services, LLC, individually or on behalf of another entity, and (2) personally provided drayage services as drivers pursuant to that agreement and/or contract in the State of Illinois at any time during the applicable statute of limitations.

The class includes all such persons who performed the described services from 10 years prior to the filing of the Complaint through the date the Settlement Agreement is executed.

The limitations period for Class Members is June 22, 2005 through the present.

The Circuit Court for Cook County, Illinois (Judge Anna M. Loftus) has conditionally certified the Settlement Class for the purpose of facilitating a settlement.

The Settlement Class excludes DNJ; the Court and staff to whom the lawsuit is assigned, and any immediate family members of the Court or its staff; and any persons who elected to exclude themselves pursuant to and in compliance with the Settlement Agreement.

If you are not sure whether you are in the Settlement Class, or have any other questions about the Settlement, call the lawyers appointed to represent the Settlement class at 312-763-6880, call the Settlement Administrator at **NUMBER**, or visit the Settlement Website at [**WEBSITE URL**].

2. What is this lawsuit about?

The lawsuit, filed in 2015, involves allegations that DNJ unlawfully misclassified truck drivers performing services for them as independent contractors in violation of Illinois law. The lawsuit additionally alleges that by either requiring drivers to front operating costs themselves, or by deducting or withholding certain operating costs from the drivers' compensation, DNJ violated various provisions of Illinois law. Specifically, the lawsuit alleges claims for violation of the Illinois Wage Payment and Collection Act, 820 ILCS 115/1, *et seq.* The full complaint filed in the lawsuit is posted at [**WEBSITE URL**] and contains all of the allegations.

The Defendant named in the lawsuit is DNJ Intermodal Services, LLC. DNJ has denied, and continues to deny all of the allegations, including that DNJ misclassified contractors. DNJ additionally denies that they have taken unlawful deductions from drivers' pay, or that they otherwise violated the law. By agreeing to settle, DNJ is not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. The Parties have negotiated and entered into the

proposed Settlement to avoid the risk, uncertain outcome, expense, and distraction of continued litigation.

Neither the Court nor a jury have considered or decided the merits of the allegations in the lawsuit. And, by approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case if it went to trial.

3. Who represents me?

In a class action, one or more people called “class representatives” sue on behalf of other people who have the same or similar claims. In this case, the Plaintiff, Lucio Barrera, sued DNJ and sought to represent other truck driver contractors who performed trucking and transportation services for DNJ. The Court has appointed the Plaintiff for settlement purposes to be the Class Representatives for all Class Members in the case.

The Court has also appointed the law firm Caffarelli & Associates Ltd. as Class Counsel to represent the Class Members. If you want to be represented by your own lawyer, you may hire one at your own expense.

4. What benefits can I receive from the Settlement?

Without admitting any wrongdoing, DNJ has agreed to pay \$3,250,000 into a Settlement Fund to be distributed to Settlement Class Members after deductions for the fees and costs associated with the Settlement. You do not need to do anything in order to be eligible to receive a payment from the Settlement Fund.

The exact amount each Settlement Class Member is eligible to receive varies based on the number of owner-operator pay statements Settlement Class Members received from DNJ.

The Settlement Administrator, working with the Parties, has developed a model to calculate the amounts of individual Settlement Class Member payments based on the factors stated above. Your payment may also be subject to tax withholdings. You may fill out and return an IRS Form W9 to the Settlement Administrator by **DATE** if you wish to claim particular exemptions. If you do not return a completed IRS Form W9 by **DATE**, you will still receive your settlement payment and the Settlement Administrator will issue a check for payment less the backup withholding at the applicable rate required by the IRS, which currently is 24 percent.

If you do not exclude yourself, your settlement payment will be paid by check mailed to you. Payments will only be made after the Court grants final approval of the Settlement and after any appeals are resolved. If there are appeals, resolving them can take time. Please be patient.

5. Do I have to pay the lawyers representing me?

No. The Court has appointed attorneys from Caffarelli & Associates, Ltd. in Chicago, Illinois to serve as Class Counsel to represent the members of the Settlement Class. If you want to be represented by a different lawyer, you may hire one at your own expense.

To date, Class Counsel have not received any payment for their services in litigating the case on behalf of the Class Representatives and the Settlement Class, nor have Class Counsel been reimbursed for their costs and expenses directly relating to their representation of the Settlement Class. Prior to final approval of the Settlement, Class Counsel will ask the court for an award of attorneys' fees and litigation expenses for investigating the facts, litigating the case, and negotiating the Settlement. This award is subject to court approval and can be up to 33.33% of the settlement fund, or \$1,083,322.50, plus reimbursable costs and litigation expenses.

Class Counsel's contact information is as follows:

Alejandro Caffarelli
Alexis D. Martin
Amanda Burns
CAFFARELLI & ASSOCIATES LTD.
224 S. Michigan Avenue, Suite 300
Chicago, Illinois 60604
Tel.: (312) 763-6880
acaffarelli@caffarelli.com
aburns@caffarelli.com

Class Counsel may also request that a Service Award of up to \$15,000 be awarded to the Class Representative, Lucio Barrera, in recognition of his service to the Settlement Class. The amount of any fee or service award will be subject to approval by the court.

6. What am I agreeing to by remaining in the Settlement Class in this case?

If you are a member of the Settlement Class, and you choose to remain in the Settlement Class (i.e. you do not exclude yourself), then you will be eligible to receive a payment from the \$3,250,000 Settlement Fund as described above. Settlement Class Members will also be bound by the release of claims in the Settlement. This means that if the Settlement is finally approved, Settlement Class Members cannot sue, continue to sue, or be part of any lawsuit against DNJ for claims made in the lawsuit that led to the Settlement.

The released claims include all claims that were or could have been asserted in the Litigation, including all claims related to deductions or failure to pay wages, regardless of whether those claims are known or unknown, filed or unfiled, asserted or as yet unasserted, existing or contingent.

7. What if I don't agree with the Settlement?

If you are a member of the Settlement Class, and have not excluded yourself from the Settlement, you may object to the Settlement or any part of the Settlement if you think there are legal reasons why the Court should reject it. If you object, the Court will consider your views. To object, you must file your objection with the Court and serve a copy to the Settlement Administrator and the lawyers for both the Settlement Class and DNJ. Your objection must clearly state the following information:

- a) The case name and case number of this Litigation (*Barrera v. DNJ Intermodal Services, LLC*, No. 2015-CH-09701 (Ill. Cir. Ct. Cook Cnty.)).
- b) Your full name, current address, email address and phone number;
- c) The reasons why you object to the Settlement along with any supporting materials;
- d) Information about all other objections you or your lawyer(s) have made in other class action cases in state or federal courts within the past five years, including the name of the case, case number, the court in which the objection was filed, and the outcome of the objection; and
- e) Your signature.

Your objection must be filed and postmarked no later than [date]. Objections must be mailed to:

The Settlement Administrator

[Address]

Plaintiffs' Counsel

Alejandro Caffarelli
CAFFARELLI & ASSOCIATES LTD.
224 S. MICHIGAN AVENUE, SUITE 300
Chicago, IL 60604

Defendants' Counsel

Andrew J. Butcher
SCOPELITIS, GARVIN, LIGHT, HANSON
& FEARY, P.C.
30 W. Monroe Street, Suite 1600
Chicago, IL 60603

8. Can I exclude myself from the Settlement Class?

If you do not want a payment and do not want to be legally bound by the terms of the Settlement, you must exclude yourself from the Settlement. If you do so, you will not be eligible to receive any payment as a result of this Settlement. However, you will retain the right to sue or continue to sue DNJ on your own and at your own expense if you wish to pursue any of the claims being released as part of this Settlement.

To exclude yourself from the Settlement Class, you must submit a timely and valid "Opt-Out Request" to the Settlement Administrator in writing. To be valid, the request must include:

- a) The case name and case number of this Litigation (*Barrera v. DNJ Intermodal Services, LLC*, No. 2015-CH-09701 (Ill. Cir. Ct. Cook Cnty.)).
- b) Your full name, current mailing address, email address, and phone number;
- c) A statement that you wish to exclude yourself from the Settlement Class; and
- d) Your signature.

To be considered timely, you must submit your fully completed Opt-Out Request to the following address postmarked no later than [date].

Settlement Administrator: [address]

REQUESTS FOR EXCLUSION FROM THE CLASS THAT ARE NOT POSTMARKED ON OR BEFORE [date] WILL NOT BE HONORED.

You cannot exclude yourself from the Settlement Class by telephone, email, or on the Settlement Website. You cannot exclude yourself by mailing a request to any other location or after the deadline above. Your request for exclusion must be signed by you, and you cannot request exclusion on behalf of others.

9. What is the difference between objecting and asking to be excluded?

Objecting is telling the Court the legal reasons why you do not like something about the Settlement. You can object to the Settlement only if you are a Settlement Class Member and you do not exclude yourself.

Excluding yourself is telling the court that you do not want to be part of the Settlement. If you exclude yourself, you cannot object to the Settlement because it no longer affects you.

10. What if I do nothing at all?

If you are a Class Member and do nothing in response to this notice, you will remain a member of the Settlement Class, receive a settlement payment, and release your claims against DNJ. See Part 4 above.

11. When will the court finally rule on the Settlement?

The Court will hold a final approval hearing to decide whether to grant final approval to the Settlement and any requests for fees, expenses, and an Incentive Award. The final approval hearing is currently set for [date] at [time] in Courtroom 2410 of the Chancery Division of the Circuit Court of Cook County, Illinois, Richard J. Daley Center, 50 W. Washington St., Chicago, Illinois 60602. The hearing may be moved to a different date or time without additional notice, so you should check the Settlement Website and the court's docket for updates.

At the final approval hearing, the court will consider whether the Settlement is fair, reasonable, and adequate. The court will also consider the request by Class Counsel for attorneys' fees and expenses and for the Class Representative's incentive award. If there are any objections, the court will consider them at the final approval hearing as well. After the hearing, the court will decide whether to finally approve the settlement. We do not know how long that decision may take.

You may attend the hearing, at your own expense, but you do not have to do so. If you wish to ask the Court for permission to speak at the hearing, you must send a "Notice of Intent to Appear" letter to the Court and to Settlement Class Counsel and DNJ's Counsel saying that you intend to appear and wish to be heard. Your Notice of Intent to Appear must include the following:

- a) The case name and case number of this litigation (*Barrera v. DNJ Intermodal Services, LLC*, No. 2015-CH-09701 (Ill. Cir. Ct. Cook Cnty.)).
- b) Your full name, current address, email address, and phone number;

- c) A statement that this is your “Notice of Intent to Appear” at the final approval hearing in this case;
- d) Copies of any papers, exhibits, or other evidence or information that you will present to the court;
- e) The reasons you want to be heard; and
- f) Your signature.

You must send copies of your Notice of Intent to Appear, postmarked by [date], to:

Clerk of the Circuit Court
Richard J. Daley Center
50 W. Washington St.
Chicago, Illinois 60602

Plaintiffs’ Counsel

Alejandro Caffarelli
CAFFARELLI & ASSOCIATES LTD.
224 S. MICHIGAN AVENUE, SUITE 300
Chicago, IL 60604

Defendants’ Counsel

Andrew J. Butcher
SCOPELITIS, GARVIN, LIGHT, HANSON
& FEARY, P.C.
30 W. Monroe Street, Suite 1600
Chicago, IL 60603

Note: You cannot object or speak at the hearing if you exclude yourself from the Settlement.

12. Does this Notice contain the entire Settlement Agreement?

No. This is only a summary of the Settlement. If the Settlement is approved and you do not exclude yourself from the Settlement Class, you will be bound by the terms and the release contained in the Settlement Agreement, and not just by the terms of this Notice. You can view the full Settlement Agreement online at [WEBSITE URL], or you can call Class Counsel for more information.

13. Where can I get more information?

For more information, visit [WEBSITE URL] or call class counsel at 312-763-6880.

NOTE: PLEASE DO NOT CALL OR WRITE THE COURT OR THE COURT CLERK’S OFFICE. THEY WILL NOT BE ABLE TO ASSIST YOU.

Exhibit 3

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT-CHANCERY DIVISION**

LUCIO BARRERA, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

DNJ INTERMODAL SERVICES, LLC,

Defendant.

Case No. 2015 CH 09701

Judge Anna M. Loftus

Calendar 59

Courtroom 2801

[PROPOSED] PRELIMINARY APPROVAL ORDER

This matter having come before the Court for consideration of Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement (Motion), the Court having considered and reviewed Plaintiff's Motion, the Parties' Settlement Agreement, and all other papers that have been filed with the Court related to the Settlement Agreement, including all exhibits and attachments to the Motion and the Settlement Agreement,

IT IS HEREBY ORDERED:

1. Unless stated otherwise, all capitalized terms used in this Order shall be defined and interpreted in accordance with the definitions in the Parties' Settlement Agreement.
2. The Parties have applied to the Court for preliminary approval of the proposed Settlement, the terms of which are set forth in the Settlement Agreement, and have provided the Court with sufficient information to enable it to determine whether to certify the Settlement Class and order that notice be given to the Class Members.
3. Subject to further consideration by the Court at the time of final approval, the Court preliminarily approves the Parties' Settlement as falling within the range of possible final approval

and as meriting notice to the Class Members for their consideration.

4. For settlement purposes only, pursuant to Section 2-801 of the Illinois Code of Civil Procedure, 735 ILCS 5/2-801, the Court hereby preliminarily certifies the Settlement Class defined as:

All persons (1) who entered into Independent Contractor agreements or similar contracts for services with DNJ Intermodal Services, LLC, individually or on behalf of another entity, and (2) personally provided drayage services as drivers pursuant to that agreement and/or contract in the State of Illinois at any time during the applicable statute of limitations.¹

The class includes all such persons who performed the described services from 10 years prior to the filing of the Complaint through the date the Settlement Agreement is executed.

5. For settlement purposes only, the Court preliminarily finds that the Parties' Settlement Agreement and the proposed Settlement Class satisfy all of the prerequisites to maintenance of a class action listed in Section 2-801, namely:

- A. The Class Members are so numerous that joinder of all of them is impracticable;
- B. There are questions of law and fact common to the Class Members, which predominate over any questions affecting only individual members;
- C. The Plaintiff and Class Counsel have fairly and adequately represented and protected the interests of all of the Class Members; and
- D. Class treatment is an appropriate method for the fair and efficient adjudication of the controversy in the Litigation.

¹ For purposes of this Settlement, the Parties agree that the limitations period for the Class Members is the period beginning 10 years prior to the filing of the Litigation (i.e. beginning on June 22, 2005), 735 ILCS 5/13-206.

6. The Court further finds, preliminarily and for settlement purposes only, that the Settlement was negotiated in good faith and the relief provided for the Class Members under the Settlement Agreement is fair, reasonable, and adequate. In particular, Plaintiff and Class Counsel have adequately and capably represented the Settlement Class; the Settlement Agreement was negotiated at arms-length between the Parties and only reached following an arms-length mediation before an experienced mediator, the Hon. James R. Epstein (Ret.) of JAMS Chicago; the monetary relief provided for the Settlement Class constitutes adequate compensation; and the Settlement Agreement treats Class Members equitably relative to each other.

7. The Court appoints Plaintiff Lucio Barrera as Class Representative of the Settlement Class, and the following counsel are appointed as Class Counsel:

Caffarelli & Associates Ltd.
224 S. Michigan Avenue, Suite 300
Chicago, Illinois 60604

8. The Court finds that Plaintiff and Class Counsel have and will continue to fairly and adequately represent and protect the interests of the members of the Settlement Class in accordance with Section 2-801(3).

9. The Court approves, in form and content, the plan for notifying the Settlement Class as set forth in the Settlement Agreement and its attendant Exhibits and finds that the Notice provides the best notice practicable under the circumstances of this Settlement. The Court further finds that the Parties' proposed Notice satisfies Due Process, such that the Settlement Agreement will be binding on all Settlement Class Members upon final approval. The Court finds that the proposed Notice is clearly designed to advise the Class Members of their rights.

10. No notice other than that specifically identified in the Settlement Agreement and its attendant Exhibits is necessary in this action. The Parties, by agreement, may revise the Notices

in ways that are not material, or in ways that are appropriate to update the documents for purposes of accuracy, readability, or formatting.

11. The Court approves the establishment of the Settlement's \$3,250,000.00 Settlement Fund, which shall be funded and administered as a Qualified Settlement Fund in accordance with Treasury Regulation § 1.468B-1, 26 C.F.R. § 1.468B-1 and the terms of the Settlement Agreement.

12. Analytics LLC is hereby appointed Settlement Administrator to supervise and administer the notice process, as well as to oversee the administration of the Settlement, as more fully described in the Settlement Agreement. The Settlement Administrator shall proceed with the distribution of class notice, as set forth in the Settlement Agreement and its attendant exhibits.

13. The Settlement Administrator shall effectuate Notice to the Settlement Class in accordance with the Settlement Agreement and its attendant Exhibits. The Settlement Administrator shall begin disseminating Notice within ten (10) calendar days after receiving the Class List, or as soon thereafter as practicable, provided, however, that the Parties may agree to issue Notice at a later date if needed for scheduling and logistical considerations.

14. Class Members will be included and bound by the Settlement unless they exclude themselves in accordance with the instructions provided in the Notices as described in the next paragraph. The Court hereby approves as to form and content the Notices attached to the Settlement Agreement.

15. Any person who would otherwise be a Settlement Class Member may request to be excluded (or "opt-out") from the Settlement Class. In order to exercise the right to be excluded, a person within the Settlement Class must timely send a written request for exclusion to the Settlement Administrator, providing his or her name and address, email address, telephone number, signature, the name and number of this case, and a statement that he or she wishes to be

excluded from the Settlement Class. Any request for exclusion submitted via U.S. mail must be personally signed by the person requesting exclusion. Such exclusion requests must be sent to the Settlement Administrator at the address specified in the Notice, by first class mail, postage prepaid, and postmarked no later than the Opt-Out & Objection Deadline under the Settlement Agreement (45 days after dissemination of Notice), and received by the Settlement Administrator within five (5) business days after the Opt-Out & Objection Deadline.

16. No person within the Settlement Class, or any person acting on behalf of, in concert with, or in participation with that person within the Settlement Class, may request exclusion from the Settlement Class on behalf of another.

17. Settlement Class Members shall be bound by all determinations and orders pertaining to the Settlement, including the release of all claims to the extent set forth in the Settlement Agreement, whether favorable or unfavorable, unless such persons request exclusion from the Settlement Class in a timely and proper manner, as provided herein and in the Settlement Agreement. Settlement Class Members who do not timely and validly request exclusion shall be so bound even if they have previously initiated or subsequently initiate litigation or other proceedings against DNJ or the Releasees relating to the claims released under the terms of the Settlement Agreement.

18. Any person in the Settlement Class who elects to be excluded shall not: (i) be bound any final approval order; (ii) be entitled to relief under the Settlement Agreement; (iii) gain any rights by virtue of the Settlement Agreement; or (iv) be entitled to object to any aspect of the Settlement Agreement.

19. Class Counsel may file a motion seeking an award of reasonable attorneys' fees of up to 1/3 of the Settlement Fund plus reimbursable costs and litigation expenses, as well as

Incentive Award for the Class Representative, no later than [REDACTED], 2023 (14 days prior to the final approval and fairness hearing).

20. Any Class Member who has not requested and secured exclusion from the Settlement Class and who wishes to object to any aspect of the Settlement Agreement, including to the payment of Incentive Awards for the Class Representative or to the amount of the attorneys' fees, costs, and litigation expenses that Class Counsel may seek, may do so, either personally or through an attorney, by filing a written objection with the Court, together with the supporting information set forth below in paragraph 21 of this Order, and serving such objection upon Class Counsel, DNJ's Counsel, and the Settlement Administrator no later than the Opt-Out & Objection Deadline under the Settlement Agreement (45 days after dissemination of Notice). Addresses for service are as follows:

Class Counsel

Alejandro Caffarelli
Caffarelli & Associates Ltd.
224 S. Michigan Avenue, Suite 300
Chicago, Illinois 60604

Settlement Administrator

See Settlement Website

Clerk of Court

Clerk of the Circuit Court of Cook County
Chancery Division
50 W. Washington Street, #802
Chicago, IL 60602

Defendants' Counsel

Andrew J. Butcher
SCOPELITIS, GARVIN, LIGHT,
HANSON & FEARY, P.C.
30 W. Monroe Street, Suite 1600
Chicago, IL 60603

21. Any Settlement Class Member who has not requested exclusion and who intends to object to the Settlement must state, with specificity and in writing, all objections and the basis for any such objection(s), and must also state in writing: (i) his or her full name, address, email address, and telephone number; (ii) the case name and number of this Litigation; (iii) all grounds

for the objection, with factual and legal support for the stated objection, including any supporting materials; (iv) proof of standing; (v) the identification of any other objections he or she has filed, or has had filed on his or her behalf, in any other class action cases in the last five years (including, for each case, the name of the case, the case number, the court in which the objection was filed, and the outcome of the objection); and (vi) the objector's signature. Objections not filed and served in accordance with this Order shall not be received or considered by the Court. Any Settlement Class Member who fails to timely file and serve a written objection in accordance with this Order shall be deemed to have waived, and shall be forever foreclosed from raising, any objection to the Settlement, to the fairness, reasonableness, or adequacy of the Settlement, to an award of attorneys' fees, costs, and litigation expenses, to the payment of any Incentive Award, and to the entry of a final approval order and the right to appeal the same.

22. A Settlement Class Member who has not requested exclusion from the Settlement Class and who has properly submitted a written objection in compliance with this Order may appear at the final approval hearing in person or through counsel to show cause why the proposed Settlement should not be approved as fair, reasonable, and adequate. Attendance at the hearing is not necessary; however, persons wishing to be heard orally in opposition to the approval of the Settlement and/or Class Counsel's requested attorneys' fee award and/or the request for Incentive Awards to the Class Representative are required to indicate in their written objection their intention to appear at the final approval hearing on their own behalf or through counsel. For any Settlement Class Member who files a timely written objection and who indicates his or her intention to appear at the final approval hearing on their own behalf or through counsel, such Settlement Class Member must also include in his or her written objection the identity of any witnesses he or she may call to testify, and all exhibits he or she intends to introduce into evidence at the final approval

hearing, which shall be attached.

23. No Settlement Class Member shall be entitled to be heard, and no objection shall be considered, unless the requirements set forth in this Order and in the Settlement Agreement are fully satisfied. Any Settlement Class Member who does not make his or her objection to the Settlement in the manner provided herein, or who does not also timely provide copies to the designated counsel of record for the Parties at the addresses set forth herein, shall be deemed to have waived any such objection and any right to challenge the Settlement by appeal, collateral attack, or otherwise, and shall be bound by the Settlement Agreement, the releases contained therein, and all aspects of the Final Approval Order.

24. All papers in support of final approval of the Settlement shall be filed no later than fourteen (14) days before the final approval hearing.

25. Pending final approval of the proposed Settlement, no Settlement Class Member may prosecute, initiate, commence, or continue any lawsuit (individual or class action) with respect to the released claims against DNJ or any of the other releases.

26. The final approval hearing shall be held before the Court on [REDACTED], 2023 at [REDACTED] TIME in Courtroom 2410 of the Chancery Division of the Circuit Court of Cook County, Illinois, Richard J. Daley Center, 50 W. Washington St., Chicago, Illinois 60602 (or via remote means as needed) for the following purposes:

- a) to finally determine whether the applicable prerequisites for settlement class action treatment under 735 ILCS 5/2-801 have been met;
- b) to finally determine whether the Settlement is fair, reasonable, and adequate, and should be approved by the Court;
- c) to determine whether the judgment as provided under the Settlement

Agreement should be entered, including an order prohibiting Settlement Class Members from further pursuing claims released in the Settlement Agreement;

d) to consider any motion for an award of attorneys’ fees, costs, and litigation expenses by Class Counsel;

e) to consider the request for Incentive Award to the Class Representative;

f) to consider the distribution of the Settlement Fund pursuant to the Settlement Agreement; and

g) to rule upon such other matters as the Court may deem appropriate.

27. The final approval hearing may be postponed, adjourned, transferred, or continued by order of the Court without further notice to the Settlement Class. At or following the final approval hearing, the Court may enter a judgment approving the Settlement Agreement and a final approval order in accordance with the Settlement Agreement that adjudicates the rights of all Settlement Class Members.

28. Settlement Class Members do not need to appear at the Final Approval Hearing or take any other action to indicate their approval.

29. All discovery and other proceedings in the Litigation as between Plaintiff and DNJ are stayed and suspended until further order of Court except such actions as may be necessary to implement the Settlement Agreement and this Order.

30. For clarity, the deadlines set forth above and in the Settlement Agreement are as follows:

Notice to be issued by: _____, **2023** (10 after Settlement Administrator receives class list)

Opt-Out & Objection Deadline: _____, **2023** (45 days from issuance of Notice)

Class Counsel's Fee Motion: _____, 2023 (14 days prior to the final approval hearing)

Final Approval Submissions Due: _____, 2023 (14 days prior to the final approval hearing)

Final Approval Hearing: _____, 2023 at _____

IT IS SO ORDERED.

ENTERED: _____

Hon. Anna M. Loftus

Exhibit

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**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT- CHANCERY DIVISION**

LUCIO BARRERA, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

DNJ INTERMODAL SERVICES, LLC,

Defendant.

Case No. 2015 CH 09701

Judge Anna M. Loftus

Calendar 59

Courtroom 2801

[PROPOSED] FINAL ORDER AND JUDGMENT

This matter having come before the Court for consideration of Plaintiff's Unopposed Motion for Final Approval of Class Action Settlement and Unopposed Motion for Approval of Attorneys' Fees, Litigation Expenses, and Incentive Award, due and adequate notice having been given to all Parties and the Class Members, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED, and DECREED:

1. Unless stated otherwise, all capitalized terms used in this Final Order and Judgment shall be defined and interpreted in accordance with the definitions in the Parties' Settlement Agreement.

2. The Court has read and considered the papers filed in support of Plaintiff's Motions, including all exhibits thereto and supporting declarations. The Parties have provided the Court with sufficient information to enable it to determine whether to certify the Settlement Class and finally approve the Settlement.

3. The Court finds that it has jurisdiction over the subject matter of the Litigation and all claims raised therein, and has personal jurisdiction over all Parties to the Litigation, including all Class Members.

4. The Court preliminarily approved the Parties' Settlement Agreement in its Preliminary Approval Order dated [REDACTED], 2023. Pursuant to 735 ILCS 5/2-801, the Court's Preliminary Approval Order, and the plan for Notice outlined in the Settlement Agreement, the Class Members were notified of the terms of the proposed Settlement and of a final approval hearing to determine, *inter alia*, whether the terms and conditions of the Settlement Agreement are fair, reasonable, and adequate for the release and dismissal of the released claims against the releasees.

5. The Court held a final approval hearing on [REDACTED], 2023, at which time the Parties and all other interested persons were afforded the opportunity to be heard in support of or in opposition to the Settlement. Class members were notified of their right to retain an attorney and appear at the hearing in support of or in opposition to the proposed Settlement.

6. Pursuant to 735 ILCS 5/2-801, and solely for purposes of settlement, the Court confirms and finally approves certification of the following Settlement Class:

All persons (1) who entered into Independent Contractor agreements or similar contracts for services with DNJ Intermodal Services, LLC, individually or on behalf of another entity, and (2) personally provided drayage services as drivers pursuant to that agreement and/or contract in the State of Illinois at any time during the applicable statute of limitations

7. Based on the papers filed with the Court and the presentations made to the Court by the Parties and other interested persons at the final approval hearing, and pursuant to 735 ILCS 5/2-801, the Court now grants final approval to the Settlement and finds that the Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class Members,

because: Plaintiff and Class Counsel have adequately and capably represented the Settlement Class; the Settlement Agreement was negotiated at arms-length between the Parties and only reached following multiple mediation sessions before an experienced mediator, the Hon. James R. Epstein (Ret.) of JAMS Chicago; the Settlement's \$3,250,000.00 Settlement Fund and the monetary relief provided for the Settlement Class Members constitutes adequate compensation, taking into account the risks that both sides faced with respect to the merits of the claims alleged and remedies requested, the costs, risks, and delay of trial and appeal, the hurdles involved in maintaining a class action, and the expense and duration of further litigation; and the Settlement Agreement treats Settlement Class Members equitably relative to each other.

8. For settlement purposes only, the Court confirms the appointment of Plaintiff Lucio Barrera as Class Representative of the Settlement Class and the following counsel as Class Counsel:

Alejandro Caffarelli
Alexis D. Martin
Amanda Burns
CAFFARELLI & ASSOCIATES LTD.
224 S. Michigan Avenue, Suite 300
Chicago, Illinois 60604

9. With respect to the Settlement Class, the Court finds, for settlement purposes only, that the prerequisites to certification listed in 735 ILCS 5/2-801 are satisfied, namely:

- A. Subsection 2-801(1) is satisfied because the Settlement Class is so numerous that joinder would be impracticable;
- B. Subsection 2-801(2) is satisfied because there are questions of fact or law common to the class, and those common questions predominate over any questions affecting only individual members;
- C. Subsection 2-801(3) is satisfied because Plaintiff and Class Counsel have

capably and adequately represented the Settlement Class Members and their interests are not antagonistic to those of the Settlement Class; and

- D. Subsection 2-801(4) is satisfied because a class action is an appropriate method for the fair and efficient adjudication of the controversy in this Litigation.

10. The Court finds that adequate notice was given to all Settlement Class Members pursuant to the terms of the Parties' Settlement Agreement and the Preliminary Approval Order. The Court has further determined that the Notices fully and accurately informed Settlement Class Members of all material elements of the Settlement, constituted the best notice practicable under the circumstances, and fully satisfied the requirements of the Due Process Clause of the United States Constitution.

11. The Court orders the Parties to the Settlement Agreement to perform their obligations thereunder. The terms of the Settlement Agreement shall be deemed incorporated herein as if explicitly stated and shall have the full force of an order of this Court.

12. The Court enters judgment and dismisses the Litigation with prejudice, with each Party to bear its own fees and costs (except as otherwise provided herein and in the Settlement Agreement) as to Plaintiff's and all Settlement Class Members' claims against Defendant. The Court adjudges that the released claims described in the Settlement Agreement are released against the releasees.

13. The Court adjudges that Plaintiff and all Class Members who have not opted out of the Settlement Class shall be deemed to have fully, finally, and forever released, relinquished, and discharged all Released Claims against the Releasees.

14. The Court further adjudges that, upon entry of this Order, the Settlement

Agreement and the above-referenced release will be binding on, and have preclusive effect in, all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiff and all other Class Members who did not validly and timely opt out of the Settlement, and their respective affiliates, assigns, heirs, executors, administrators, successors, agents, and insurers, as set forth in the Settlement Agreement. The Releasees may file the Settlement Agreement and/or this Final Order and Judgment in any action or proceeding that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

15. Plaintiff and Class Members who did not validly and timely request exclusion from the Settlement are permanently barred and enjoined from asserting, commencing, prosecuting, or continuing any of the Released Claims described in the Settlement Agreement against any of the Releasees.

16. The Court approves an award of attorneys' fees, costs, and litigation expenses to Class Counsel in the amount of \$ [REDACTED]. This amount shall be paid from the Settlement Fund in accordance with the terms of the Settlement Agreement. The Court, having considered the materials submitted by Class Counsel in support of final approval of the Settlement and their request for an award of attorneys' fees, costs, and litigation expenses and in response to any timely filed objections thereto, finds the requested award appropriate and reasonable for the following reasons: First, the Court finds that the Settlement provides substantial benefits to the Settlement Class. Second, the Court finds the amount fair and reasonable in light of the substantial work performed by Class Counsel. Third, the Court concludes that the Settlement was negotiated at arms-length without collusion, and that the negotiation of the attorneys' fees only followed

agreement on the settlement benefits for the Settlement Class Members. Finally, the Court notes that the Settlement Notices specifically and clearly advised the Settlement Class Members that Class Counsel would seek an award in the amount sought.

17. The Court approves payment of an Incentive Award in the amount of \$15,000 for the Class Representative, Lucio Barrera, and specifically finds such amount to be reasonable in light of the services performed by Plaintiff for the Settlement Class, including taking on the risks of litigation and helping achieve the compensation made available to the Settlement Class. This amount shall be paid from the Settlement Fund in accordance with the terms of the Settlement Agreement.

18. The Court approves payment of settlement administration fees expenses to Analytics, LLC in the amount of \$_____. This amount shall be paid from the Settlement Fund in accordance with the terms of the Settlement Agreement.

19. Neither this Final Order and Judgment, the Settlement Agreement, nor the payment of any consideration in connection with the Settlement shall be construed or used as an admission or concession by or against Defendant or any of the other releasees of any fault, omission, liability, or wrongdoing, or of the validity of any of the released claims. This Final Order and Judgment is not a finding as to the merits of any claims in this Litigation or a determination of any wrongdoing by Defendant or any of the other releasees. The final approval of the Settlement Agreement does not constitute any position, opinion, or determination of this Court as to the merits of the claims or defenses of the Parties or the Settlement Class Members.

20. Any outstanding objections to the Settlement Agreement are overruled and denied in all respects. The Court finds that no reason exists for delay in entering this Final Order and Judgment. Accordingly, the Clerk is directed to enter this Final Order and Judgment.

21. The Parties, without further approval from the Court, are permitted to agree to and adopt such amendments, modifications, and expansions of the Settlement Agreement and its implementing documents (including all exhibits to the Settlement Agreement) so long as they are consistent in all material respects with the Final Order and Judgment and do not limit the rights of the Settlement Class Members.

IT IS SO ORDERED.

ENTERED: _____

Hon. Anna M. Loftus