

KEVIN D. JARVIS, Acting Commissioner of
the New Jersey Department of Labor and
Workforce Development,

Plaintiff,

v.

STG LOGISTICS, INC.; STG DRAYAGE,
LLC; STG TRANSPORTATION
SOLUTIONS, LLC; VEECO HOLDINGS,
LLC; XYZ CORPORATIONS 1-20; and JANE
and JOHN DOES 1-20, individually and as
owners, officers, directors, shareholders,
founders, members, managers, agents, servants,
employees, and/or representatives of
DEFENDANT(s),

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION – ESSEX COUNTY

DOCKET NO. ESX-L-2450-24

CIVIL ACTION

SETTLEMENT AGREEMENT

This Settlement Agreement (herein, “**Agreement**”) is hereby entered into as of the date hereof between the Commissioner of the New Jersey Department of Labor and Workforce Development (“**NJDOL**”) and STG Logistics, Inc. (“**STG**”); STG Drayage, LLC; Veeco Holdings, LLC; STG Transportation Solutions, LLC (“**STS**”); Reception Mezzanine Holdings, LLC; and any subsidiaries of the aforementioned entities (collectively, the “**Defendants**”). Pursuant to this Agreement, NJDOL and the Defendants (collectively, the “**Parties**”) agree to be bound by the following terms and conditions:

WHEREAS NJDOL administers and enforces, among other laws, the Wage and Hour Law (WHL), N.J.S.A. 34:11-56a to -56a41; Wage Payment Law (WPL), N.J.S.A. 34:11-4.1 to -4.15; Earned Sick Leave Law (ESLL), N.J.S.A. 34:11D-1 to -13; Unemployment Compensation Law (UCL), N.J.S.A. 43:21-1 to -24.4, Temporary Disability Benefits Law (TDBL), N.J.S.A. 43:21-25 to -66, Employment and Workforce Development Act (EWDA), N.J.S.A. 34:15D-1 to -34, and Workers Compensation Law (WCL), N.J.S.A. 34:15-1 to -146; and the implementing regulations of such laws (herein, “**New Jersey Employment Laws**”);

WHEREAS certain of the Defendants are related transportation and logistics companies that provide drayage, port-to-door logistics, intermodal, over-the-road, and/or less-than-truckload services;

WHEREAS NJDOL commenced an investigation of certain of the Defendants and/or the Defendants’ predecessors in 2019 concerning compliance with New Jersey Employment Laws;

WHEREAS following such investigation, NJDOL asserted that some or all of the Defendants and/or the Defendants’ predecessors misclassified individuals performing Driver Services (as defined in Paragraph 4) as independent contractors when, in fact, such individuals were employees under all of the applicable New Jersey Employment Laws and that Defendants:

- Failed to pay wages due to employees, in violation of the WPL;
- Failed to pay the minimum wage, in violation of the WHL;
- Failed to maintain records of hours worked and wages paid, in violation of the WHL;
- Failed to make available and pay earned sick leave in violation of the ESLL;
- Failed to carry sufficient workers compensation insurance in violation of the WCL;
- Failed to make required contributions to the Unemployment Compensation Fund and the State Disability Benefits Fund, in violation of the UCL and TDBL;
- Failed to make required contributions to the Workforce Development Partnership Fund and the Supplemental Workforce Fund for Basic Skills, in violation of the EWDA; and
- Hindered NJDOL's investigation, in violation of the WHL.

WHEREAS on December 11, 2023, NJDOL filed a Complaint against some or all of the Defendants in the Superior Court of New Jersey, Essex County asserting the above violations;

WHEREAS the Defendants answered the Complaint denying all substantive allegations, including, but not limited to, the foregoing violations, and contended that they properly classified individuals performing Driver Services (as defined in Paragraph 4) as independent contractors;

WHEREAS on January 12, 2026, the Defendants and certain of their affiliates commenced Chapter 11 bankruptcy proceedings (the "**Bankruptcy Cases**") in the United States Bankruptcy Court for the District of New Jersey (the "**Bankruptcy Court**");

WHEREAS the Parties desire to settle all claims in lieu of further litigation and fully and completely discharge the Defendants from all claims including those set forth in these recitals; and

WHEREAS the Parties individually and collectively acknowledge the existence of good and valuable consideration for this Agreement;

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the Parties agree as follows:

1. **Settlement Amount.** The Defendants' total settlement obligation shall be the gross amount of **\$80,912,000.00** (the "**Settlement Amount**") to resolve the Claims (as defined in Paragraph 8) against the Defendants, and any individual owner, shareholder, officer, employee, or director of the Defendants, that NJDOL may have, through the Agreement Effective Date (as defined in Paragraph 2) of this Agreement. The Settlement Amount includes the following amounts:

a. ***Priority Claims.*** The Settlement Amount includes priority claims pursuant to 11 U.S.C. § 507 totaling the gross amount of **\$2,775,000.00**, including unpaid wages owed to certain Drivers, entitled to priority pursuant to 11 U.S.C. § 507(a)(4), and unpaid taxes owed to the State of New Jersey, entitled to priority pursuant to 11 U.S.C. § 507(a)(8) (the "**Priority Claims**"). Specifically, eighty percent of the Priority Claims (i.e. \$2,220,000.00) (the "**Eligible Driver Amount**") shall be paid to Drivers that have

operated under the Defendant's Motor Carrier Authority between January 1, 2017 and the Agreement Effective Date, but were not treated as employees under the New Jersey Employment Laws by Defendants (the "**Eligible Drivers**").

b. ***Suspended Penalties as Liquidated Damages.*** The gross amount of **\$7,500,000.00** of the Settlement Amount shall be suspended upon satisfaction of the obligations set forth in this Agreement, including the reporting period set forth in Paragraph 6. This sum (the "**Liquidated Damages**") represents monies that, if not suspended, shall become immediately due and payable to NJDOL in accordance with Paragraph 10. The Parties agree that the Liquidated Damages are non-dischargeable debt.

c. ***General Unsecured Claims.*** The remaining amount of the Settlement Amount, i.e., that which is not Priority Claims or Liquidated Damages, consists of general unsecured claims totaling the gross amount of **\$70,637,000.00** (the "**General Unsecured Claims**").

2. **Agreement Effective Date.** The effective date of this Agreement shall be the date on which this Agreement has been fully executed by all Parties (the "**Agreement Effective Date**"). However, the Parties agree that payments pursuant to this Agreement shall not be made until after the "Effective Date" as defined in the *Second Amended Joint Plan of Reorganization of STG Logistics, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 804] (the "**Plan**") has occurred (the "**Chapter 11 Plan Effective Date**"), as specified in Paragraph 3.

3. **Payment Terms.** The Settlement Amount shall receive treatment pursuant to and be distributed in accordance with the Plan. NJDOL shall have an Allowed General Unsecured Claim (as defined in the Plan) for the General Unsecured Claims and an Allowed Other Priority Claim (as defined in the Plan) for the Priority Claims, each of which shall receive treatment in accordance with the Plan, subject to Paragraph 10.

a. ***The Defendants' Distribution of Settlement Monies to Eligible Drivers.*** The Defendants shall pay the Eligible Driver Amount, pro-rated, to Eligible Drivers, as set forth in Appendix A of this Settlement Agreement ("**Appendix A**"),¹ to be created consistent with Paragraph 3(a)(1), based upon their individual earnings from January 1, 2017, through the Agreement Effective Date. These payments shall be made to Eligible Drivers in a lump sum within ninety (90) days of the Chapter 11 Plan Effective Date. These payments shall be made to the Eligible Drivers, as identified in Appendix A, subject to N.J.S.A. 34:11-4.5, in the amounts set forth therein. These payments shall be subject to all state and federal withholdings with the "net" amount paid to each Eligible Driver and the withholding amount paid to the appropriate state or federal agency. The Defendants shall issue to each respective Eligible Driver the amount identified in Appendix A, less all required deductions, in accordance with state and federal regulations. The Defendants may utilize a class administrator to facilitate making payments to Eligible Drivers (the "**Class**").

¹ The Parties agree and acknowledge that Appendix A will be designated as "Confidential" and will not be publicly disclosed, filed, or otherwise made available to the public, except as otherwise required by applicable law.

Administrator”).²

1. **Pre-Distribution Confirmation to NJDOL.** In order to establish Appendix A, at least thirty (30) days before the distribution of settlement monies to Eligible Drivers, Defendants shall submit to NJDOL a summary including the name, job title, and last known address of each Eligible Driver receiving settlement monies, each Eligible Driver’s individual earnings from January 1, 2017, through the Agreement Effective Date, and the pro-rated distribution amount to be paid to each Eligible Driver. Distribution of settlement monies to Eligible Drivers shall be made subject to NJDOL’s review of such summary, and the Parties’ agreement to Appendix A. The Defendants shall provide this summary to Deputy Assistant Commissioner David Biglin at [REDACTED] and shall also copy Deputy Attorneys General Jeffrey Olshansky ([REDACTED]), Marc Peralta ([REDACTED]) and Nadya Comas ([REDACTED]) on all such submissions (herein, the “**Designated DAsG**”).

2. **Enclosures.** Payment to each Eligible Driver shall be made by check and shall be enclosed in an envelope containing only: (a) the check, and (b) the cover letter set forth in Appendix B to this Settlement Agreement (“**Appendix B**”).

3. **Method of Delivery.** The Defendants shall make at least two attempts to issue settlement payments to each Eligible Driver by (a) certified mail, return receipt requested, or (b) hand delivery.

A. **Certified Mail.** If using certified mail, the first attempt shall be made to the respective Eligible Driver’s last known address. If such certified mail is returned undeliverable, the Defendants shall make a second attempt by reasonably attempting to determine the respective Eligible Driver’s mailing address by, including, but not limited to, calling the Eligible Driver at all known phone numbers reasonably available to the Defendants and emailing the Eligible Driver at all known email addresses reasonably available to the Defendants. If the Defendants are able to identify an address for the Eligible Driver, the Defendants shall make a second attempt to deliver payment to the Eligible Driver by certified mail, return receipt requested.

B. **Hand Delivery.** If using hand delivery, the time, place, and recipient of each hand delivery shall be recorded in the Claims Ledger in accordance with Paragraph 3(a)(4).

4. **Claims Ledger.** The Defendants shall maintain a Claims Ledger that

² For the avoidance of doubt, the Defendants’ obligations under Paragraph 3 may be satisfied by the Class Administrator; *provided* that the Defendants’ use of a Class Administrator shall not absolve them from complying with the obligations set forth herein to the extent the Class Administrator fails to satisfy such obligations; *provided, further*, that the Defendants are responsible for any costs associated with utilizing a Class Administrator.

documents: (a) each Eligible Driver's contact information and all contact attempts made by the Defendants in accordance with Paragraph 3(a); (b) certified mail return receipts, record of hand delivery, or record of direct deposit, for each respective Eligible Driver; and (c) the payments made to and cashed by the Eligible Drivers. Within 120 days after the first payment, the Defendants shall produce the Claims Ledger to NJDOL. The Defendants shall produce an updated Claims Ledger to NJDOL every 120 days thereafter, until all payments have been paid or attempted to be paid in accordance with Paragraph 3(a) and the Defendants have provided the final Claims Ledger to NJDOL showing the same. The Defendants shall also produce all respective correspondence with Eligible Drivers pursuant to this Agreement with each respective Claims Ledger.

b. ***Distribution of Settlement Monies to NJDOL.*** The Defendants shall pay the remaining twenty percent of the Settlement Amount, not including Liquidated Damages, to NJDOL; *provided*, for the avoidance of doubt, that any and all obligations on account of the General Unsecured Claims remain subject to Paragraph 12 hereof. This payment shall be made to NJDOL within ninety (90) days of the Chapter 11 Plan Effective Date. The Defendants shall make such payment by issuing a check made payable to "Commissioner, New Jersey Department of Labor and Workforce Development" and delivered to Deputy Assistant Commissioner David Biglin, Division of Wage and Hour Compliance, P.O. Box 389, Trenton, NJ 08625-0389.

c. ***Undistributed Funds.*** The term "**Undistributed Funds**" shall refer to any monies due to Eligible Drivers under Paragraph 3(a) that are either (a) undeliverable by certified mail or hand delivery, or (b) any check issued that remains uncashed after ninety (90) days of the Eligible Driver's receipt. The Defendants shall notify NJDOL of the amount of Undistributed Funds and Eligible Drivers whom funds were not distributed within one-hundred-and-twenty (120) days after making disbursements pursuant to Paragraph 3(a), to the extent not already notified by the Claims Ledger. The Defendants shall cancel all uncashed checks and make payment to NJDOL in the amount of the Undistributed Funds within one-hundred-and-twenty (120) days after attempted disbursement in accordance with Paragraph 3(a). No Undistributed Funds shall escheat to the Unclaimed Property Administration, unless NJDOL decides to turn those funds over to the Unclaimed Property Administration.

d. ***Interest.*** No additional interest will accrue on the Settlement Amount.

4. **Representations by the Defendants.** The Defendants represent that: (a) STG formed STS in December 2022; (b) STS contracts with business entities that are federally licensed motor carriers (the "**Entities**") to perform Driver Services;³ (c) the Entities engage workers to perform Driver Services and the Defendants believe such workers are not the Defendants' employees under any New Jersey Employment Law; (d) the workers engaged by the Entities to perform Driver

³ The term "**Driver Services**" is herein defined as the transportation, delivery, and pick-up of freight or goods through the operation of commercial motor vehicles, and duties directly related to such services that are performed by the same Driver and required by Defendants.

Services do not operate under any of the Defendants' federal Motor Carrier Authority;⁴ (e) STS enters into contracts with all of the Entities and such contracts provide in part that (i) each Entity "agrees to use only drivers, workers, and other personnel that [the Entity] treats as employees of [the Entity] in the performance of its obligations under" such contract; (ii) each Entity "agrees to submit documentation to [STS] demonstrating that [the Entity] treats all [workers engaged by the Entity to perform Driver Services as] employees for all payroll, tax, withholding, insurance and other purposes under Applicable Law"; and (iii) STS may request from each Entity "proof that [it] has fulfilled any of its obligations with respect to any Employer Expenses, including the completion of any and all related filings with federal, state and local authorities, including but not limited to, collection and payment of withheld taxes and unemployment taxes, the procurement and maintenance of workers' compensation insurance, and the satisfaction of any other obligations required of employers by Applicable Law."

5. **Forward Compliance.**

- a. No later than the Agreement Effective Date, the Defendants, including any current and future subsidiaries of the Defendants that operate or provide Driver Services within New Jersey, shall comply with all New Jersey Employment Laws.
- b. No later than the Agreement Effective Date, the Defendants shall treat any current and future Person⁵ engaged by the Defendants, directly or indirectly, to perform Driver Services within New Jersey (herein, each a "**Driver**"), including, but not limited to, any Driver classified as an "Owner-Operator" or registered as a business entity, as an employee under all New Jersey Employment Laws in each case if the Driver performs such services under the Defendants' Motor Carrier Authority.

6. **Reporting.**

- a. The "**Reporting Period**" is April 1, 2026 through April 1, 2028.
- b. If Defendants are prohibited by law from providing NJDOL any information that is required by this Paragraph, Defendants shall demonstrate such to NJDOL and shall then accordingly not be obligated to provide that specific subset of information.
- c. By January 31, 2027, January 31, 2028, and July 1, 2029 the Defendants shall electronically furnish to NJDOL an Excel spreadsheet identifying every Driver contracted with or otherwise engaged by the Defendants during the preceding calendar year (solely for the time periods included in the Reporting Period) and for each such Driver, for the preceding calendar year: (1) provide, to the extent that Defendants possess or can reasonably obtain the information, the Driver's, to the extent applicable (or contract counter party's, in each case to the extent applicable), full name and/or business name,

⁴ The term "**Motor Carrier Authority**" is herein defined as the operating authority issued by the Federal Motor Carrier Safety Administration pursuant to 49 U.S.C. § 13902.

⁵ The term "**Person**" as used herein is defined pursuant to N.J.S.A. 34:1A-1.16 as "any natural person, company corporate officer or principal, firm, association, corporation, contractor, subcontractor or other entity."

physical address, email address, phone number, website, and gross pay; (2) identify the individual Defendant(s) that paid the Driver (or contract counter party) and state whether (each) such Defendant classified the Driver (or contract counter party) as an employee under the New Jersey Employment Laws; and (3) state whether the Driver operated under any Defendant's Motor Carrier Authority and if so, identify the individual Defendant(s) that possessed the Motor Carrier Authority under which the Driver operated.

d. Accompanying the spreadsheet furnished by the Defendants pursuant to Paragraph 6(c), the Defendants shall simultaneously electronically furnish to NJDOL for each Driver or contract counter party that STG identified in the spreadsheet as operating under the Defendants' Motor Carrier Authority: (1) copies of the Driver or contract counter party's New Jersey and/or federal business registration(s), liability insurance policy(ies), and contract(s) with the Defendants; and (2) identify any worker(s) engaged by the Driver to perform Driver Services within New Jersey, including each worker's full name, physical address, email address, phone number, and gross pay, and, if known by Defendants, stating whether the Driver or Defendants classified each such worker as an employee under the New Jersey Employment Laws.

e. Accompanying the spreadsheet furnished by the Defendants pursuant to Paragraph 6(c), the Defendants shall simultaneously electronically furnish to NJDOL for each Driver or contract counter party that STG identified in the spreadsheet as **not** operating under the Defendants' Motor Carrier Authority: (1) copies of the Driver's or counterparty's contract(s) with the Defendants and copies of any documents that the Defendants obtained from the Driver or pursuant to the contact terms, including the terms quoted in Paragraph 4 of this Agreement, if applicable; and (2) if such information is possessed or reasonably obtainable by Defendants: identify any worker(s) engaged by the Driver to perform Driver Services within New Jersey, including each worker's full name, physical address, email address, phone number, and gross pay, and, if know by Defendants, stating whether the Driver or Defendants classified each such worker as an employee under the New Jersey Employment Laws.

f. The Defendants shall make good faith efforts to obtain and retain the documents and information identified in Paragraphs 6(c)-(e) and shall furnish such documents and information to NJDOL within thirty (30) days of a request by NJDOL for the same; *provided* that NJDOL requests such documents and information no more frequently than on a reasonable cadence.

g. In addition to the above reporting obligations, for the duration of the Reporting Period:

1. The Defendants shall retain, any Driver payroll records, time records, and any Internal Revenue Service Forms W-2, W-9, and 1099 issued by the Defendants to any such Driver. The Defendants shall furnish any such documents to NJDOL within forty-five (45) days of NJDOL requesting the same; *provided* that NJDOL requests such documents no more frequently than on a reasonable cadence.

2. STG will act in good faith to effectuate the requirements of Paragraph 6, including effectuating their rights to obtain information from Entities, including

the rights referenced in the Paragraph 4. However, these Paragraph 6 requirements do not require that Defendants materially change their relationships with the Entities.

7. **Breach.** The Defendants agree and understand that failure to materially comply with any term or provision of this Agreement shall constitute a breach of this Agreement (a “**Breach**”), which shall include any material misrepresentation or material omission with respect to any information provided to NJDOL in connection with the resolution of this Litigation or compliance with this Agreement.

8. **Release.** In exchange for valuable consideration and compliance with the forgoing terms, upon the Defendants’ fulfillment of the obligations described in Paragraph 3 hereof, NJDOL fully releases all New Jersey Employment Law claims related to this Litigation (“**Claims**”) against the Defendants, as well as the Defendants’ liability insurers and any of the Defendants’ parents, employers, predecessors, successors, affiliates, and subsidiaries, including current, former, or future directors, officers, partners, limited partners, general partners, principals, members, managing members, management companies, managers, fiduciaries, trustees, agents, and employees, and anyone else connected with any of the foregoing, whether named or unnamed (collectively, the “**Released Parties**”) arising on or prior to the Agreement Effective Date (the “**Release**”). NJDOL specifically acknowledges and agrees that the scope of this Release includes, but is not limited to, all claims, controversies, causes of action, cross-claims, counter claims, demands, debts, damages, liabilities, costs, and attorneys’ fees of any nature in law and in equity, alleged or which could ever have been alleged against the Released Parties in connection with the Litigation. The Parties further agree and acknowledge that:

- a. NJDOL shall withdraw and dismiss the Complaint against the Defendants, with prejudice, within twenty one (21) days of the Agreement Effective Date.
- b. This Agreement does not resolve or impair the right of any current or former worker to file any complaint or private action against the Defendants, and for such individuals to seek or obtain appropriate relief for violations of New Jersey Employment Laws.
- c. Notwithstanding any other provision herein, claims by the Parties to enforce this Agreement, or related to a breach of the terms of this Agreement, are not released.
- d. Assuming compliance with all provisions in this Agreement, nothing herein precludes the Defendants from continuing to operate in the ordinary course of business. Nor does any provision herein limit or curtail NJDOL’s statutory or regulatory powers, including NJDOL’s authority to otherwise investigate the Defendants or any of the Defendants’ subsidiaries and/or NJDOL’s ability to seek any and all remedies available under New Jersey Employment Laws, other than with respect to the Claims that are released pursuant to this Paragraph 8.

9. **Cure Period.** If the Defendants Breach any term of this Agreement (as defined in Paragraph 7), NJDOL shall issue a notice of noncompliance (the “**Notice of Noncompliance**”) to the Defendants. The Defendants shall undertake reasonable best efforts to cure such Breach within thirty (30) days of receiving such Notice of Noncompliance (the “**Cure Period**”).

10. **Penalty for Material Noncompliance.** If any Defendant fails to cure a Breach of any term of this Agreement within the Cure Period then the Liquidated Damages pursuant to Paragraph 1(b) will become immediately due and payable, plus applicable interest, less any payment of Liquidated Damages already made by or on behalf of the Defendants, subject to the Defendants' rights to dispute a Breach asserted by NJDOL; and *provided* that any finding by NJDOL or a court or adjudicative body that Defendants have misclassified employees through engaging Entities shall not constitute a Breach.

11. **Joint and Several Liability.** The Defendants shall be bound under this Agreement and shall be held jointly and severally liable for compliance with any provision herein.

12. **Chapter 11 Bankruptcy Proceeding.** This Agreement, including the Settlement Amount and the Priority Claims, Liquidated Damages, and General Unsecured Claims that make up such Settlement Amount, as detailed in Paragraph 1, shall be incorporated into the Plan and this Agreement shall be included in the Plan Supplement (as defined in the Plan). For the avoidance of doubt, the General Unsecured Claims shall only be paid to the same extent that general unsecured claims are ordered to be paid in the Bankruptcy Cases in accordance with the Plan. The relevant terms of Paragraph 3 shall govern any such payments, if applicable. The Parties further agree that the Parties shall not represent anything to a bankruptcy court or regarding a bankruptcy proceeding that is inconsistent with the provisions set forth in this Agreement.

13. **Effect of Conflict.** If there is any inconsistency between the terms of the Plan and the terms of this Agreement, the terms of this Agreement govern and control.

14. **Factual Stipulations.** Solely for purposes of settlement, and not as an admission by the Defendants of any of the allegations in the Complaint, or to be relied upon by any third party, the Parties stipulate and agree that STG is a transportation and logistics company that transports goods for clients across the United States, that the Defendants engage Drivers to provide transportation and logistics services, and that during the time period referenced in the Complaint: (a) the Defendants remunerated Drivers for the provision of transportation and logistics services; (b) the Defendants paid some Drivers on a weekly basis for the provision of such transportation and logistics services, with such payments calculated as a gross amount, minus various deductions and withholdings; (c) the Defendants did not make available, provide, or pay earned sick leave to Eligible Drivers; (d) the Defendants did not maintain Workers' Compensation Insurance covering Eligible Drivers; and (e) the Defendants did not make contributions to the State Unemployment Compensation Fund and the State Disability Benefits Fund commiserate with Eligible Drivers' earnings.

15. **Termination.** The Defendants' reporting obligations to NJDOL pursuant to Paragraph 6 shall terminate after Defendants' reporting obligations pursuant to Paragraph 6 are delivered to NJDOL. For the avoidance of doubt, the Release under Paragraph 8 shall survive any such termination.

16. **Designation of Contact Person.** Within seven days of the Agreement Effective Date, the Defendants shall designate and provide the name, title, telephone number, and email address of a representative of the Defendants who shall be responsible for responding to inquiries from affected workers regarding the terms of this Agreement; *provided* that such individual representative shall

have no personal liability on behalf of such responsibilities; *provided, further*, that the Defendants may provide reasonable notice to NJDOL appointing a new individual responsible for such reporting obligations. The Defendants shall provide this information to Deputy Assistant Commissioner David Biglin at [REDACTED] and shall also copy the Designated DAsG.

17. **Agreement for Settlement Purposes Only.** This Agreement is entered into by the Parties for settlement purposes only. Neither the fact of this Agreement, nor any provision contained herein, shall constitute an approval, sanction, or authorization by any governmental unit of the State of New Jersey of any act or practice referenced herein.

18. **Submissions to NJDOL.** For any provisions in this Agreement requiring the Defendants to furnish documentation or information to NJDOL, the Defendants shall furnish such documents and information electronically to Deputy Assistant Commissioner David Biglin at [REDACTED] and shall also copy the Designated DAsG on all such submissions.

19. **Notice to the Defendants.** Any Notice of Noncompliance or other notice contemplated by this Agreement from NJDOL shall be emailed to Chase Welsh at [REDACTED] and mailed to 5165 Emerald Parkway, Dublin, Ohio 43017 with a copy to William P. McLane at [REDACTED] and Dimitrios T. Markos at [REDACTED] and mailed to Littler Mendelson P.C., 1085 Raymond Blvd, One Newark Center, 8th Floor, Newark, NJ 07102 for all such notices; *provided* that such individual recipients shall have no personal liability on behalf of the receipt of such notices. This shall constitute notice to the Defendants, unless the Defendants reasonably inform NJDOL that it should receive Notice of Noncompliance at a different address or by a different method.

20. **Governing Law.** This Agreement, and the enforcement thereof, shall be governed and interpreted in all respects in accordance with the laws of the State of New Jersey, without regard to principles of conflicts of law.

21. **Modification.** This Agreement may only be amended or modified in writing executed by the Parties.

22. **Merger.** Once executed, this Agreement shall operate as a complete and final disposition of this matter and contains the entire Agreement between the Parties, including all material terms, and is binding on the Parties. This Agreement sets forth all the promises, covenants, agreements, conditions, and understandings between the Parties, and it supersedes all prior and contemporaneous agreements, understandings, inducements, or conditions, express or implied. There are no representations, arrangements, or understandings, oral or written, between the Parties relating to the subject matter of this Agreement that are not fully expressed herein, incorporated by reference, or attached hereto. Each Party specifically warrants that this Agreement is executed without reliance upon any statement or representation by any other Party hereto, except as expressly stated herein, incorporated by reference, or attached hereto.

23. **No Waiver.** Failure to seek enforcement of any provision of this Agreement shall not be construed as a waiver of such provision, or a waiver of any other provision of this Agreement.

24. **Knowing and Voluntary.** This Agreement is entered into by all Parties freely and voluntarily and with full knowledge and understanding of the obligation and duties imposed herein.

25. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, predecessors, successors, and assigns.

26. **Severability.** If any clause, provision, or paragraph of this Agreement shall, for any reason, be held illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other clause, provision, or paragraph of this Agreement and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable clause, paragraph or other provision had not been contained therein.

27. **No Inference Against the Drafter.** No Party shall be considered the drafter of this Agreement, or of any of its provisions, for the purpose of any statute, caselaw, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

28. **Counterparts.** This Agreement may be executed in any number of counterparts and by different signatories on separate counterparts, each of which shall constitute an original counterpart and all of which together shall constitute one and the same document. One or more counterparts of this Agreement may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart thereof.

WHEREFORE, the Parties, intending to be bound by this Agreement, through their signatories below, certify that they are fully authorized to enter into this Agreement and execute this document on behalf of NJDOL and the Defendants, and to bind NJDOL and the Defendants to the terms herein.

[APPENDIX A –EXCEL SHEET TO BE INCLUDED]

APPENDIX B
[STG LETTERHEAD]
[DATE CHECK IS DELIVERED OR MAILED]

[DRIVER'S FULL NAME]
[DRIVER'S MAILING ADDRESS]

Dear [DRIVER],

Pursuant to the Settlement Agreement between STG Logistics, Inc.; STG Drayage, LLC; Veeco Holdings, LLC; STG Transportation Solutions, LLC; Reception Mezzanine Holdings, LLC; and the New Jersey Department of Labor and Workforce Development, we have enclosed a check in the amount of \$[INSERT AMOUNT]. A copy of the Settlement Agreement is available here: **[INSERT LINK ESTABLISHED BY STG OR THEIR CLAIMS ADMINISTRATOR]**.

Please deposit or cash the check within sixty (60) days. After that time, the check may be cancelled if it is not deposited.

Sincerely,

[FULL NAME OF SIGNING DEFENDANT OFFICER]
[TITLE OF SIGNING DEFENDANT OFFICER]

[INSERT SAME TEXT AS ABOVE TRANSLATED TO SPANISH].