

1 **SETTLEMENT AGREEMENT OF CLASS ACTION AND PRIVATE ATTORNEYS**

2 **GENERAL ACT CLAIMS**

3 This Settlement Agreement of Class Action and Private Attorneys General Act Claims
4 (“Settlement” or “Settlement Agreement”) is made between Corey Jones, Demetreia Gray, and
5 Eddie Fairley (collectively “Named Plaintiffs”) as individuals and on behalf of all others
6 similarly situated and on behalf of the State of California and other alleged aggrieved employees
7 pursuant to the Private Attorneys General Act, on the one hand, and Defendants DAA
8 Draexlmaier Automotive of America LLC and DAN Draexlmaier Automotive North America
9 LLC¹ (“Defendants”) (collectively, the “Parties” and individually, a “Party”) on the other hand,
10 in the Lawsuits pending in Alameda County Superior Court (as defined below). This Settlement
11 was reached pursuant to a mediation conducted on April 20, 2021 and a mediator’s proposal
12 accepted on April 27, 2021.

13 **I. DEFINITIONS**

14 **A.** “Class Counsel” means Edwin Aiwazian, Arby Aiwazian, and Joanna Ghosh, of
15 Lawyers *for* Justice, PC, 410 West Arden Avenue, Suite 203, Glendale, California 91203;
16 Daniel F. Gaines and Alex P. Katofsky, of Gaines & Gaines, APLC, 27200 Agoura Rd., Suite
17 101, Calabasas, California 91301; and Matthew Matern, Launa Adolph, and Kayvon Sabourian,
18 of Matern Law Group, PC, 1230 Rosecrans Avenue, Suite 200, Manhattan Beach, California,
19 90266.

20 **B.** “Class Counsel Costs Award” means the amount not to exceed Sixty Thousand
21 Dollars (\$60,000) to be paid from the Gross Settlement Amount, subject to approval by the
22 Court, for Class Counsels’ litigation costs and expenses incurred in investigation, litigation, and
23 resolution of the Lawsuits, and administration of the Settlement, including anticipated costs
24 incurred through Final Approval and disbursement of payments under this Settlement
25 Agreement and obtaining entry of the judgment terminating the Lawsuits. Defendants shall not
26 oppose or otherwise object to any request made consistent with this paragraph.

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 ¹ Defendant DAN Draexlmaier Automotive North America LLC has been merged into Draexlmaier Automotive Technologies of America LLC.

Cory Jones

1 **C.** “Class Counsel Fees Award” means the amount not to exceed thirty-five percent
2 (35%) of the Gross Settlement Amount (i.e., up to Five Hundred Sixteen Thousand, Two
3 Hundred Fifty Dollars (\$516,250.00)), to be paid from the Gross Settlement Amount, subject to
4 approval by the Court, for Class Counsels’ attorneys’ fees incurred in investigation, litigation,
5 and resolution of the Lawsuits, and administration of the Settlement, including anticipated fees
6 incurred through Final Approval and disbursement of payments under this Settlement
7 Agreement and obtaining entry of the judgment terminating the Lawsuits. Defendants shall not
8 oppose or otherwise object to any request made consistent with this paragraph.

9 **D.** “Class” or “Class Members” mean all current and/or former direct employees of
10 Defendants employed in California in non-exempt or hourly-paid positions from May 11, 2016
11 through June 26, 2021.

12 **E.** “Class Member Payments” means the amount payable from the Class Payout
13 Fund to each Class Member. Class Member Payments are separate and distinct from the
14 Individual PAGA Payments that will be paid to PAGA Employees.

15 **F.** “Class Payout Fund” means all funds remaining from the Gross Settlement
16 Amount after deducting the Court-awarded Named Plaintiff Enhancement Payments, Class
17 Counsel Fees Award, Class Counsel Costs Award, Settlement Administration Costs, and PAGA
18 Amount.

19 **G.** “Class Settlement” means the non-PAGA portion of the settlement embodied in
20 this Settlement Agreement to settle and resolve the Settlement Class Released Claims of
21 Settlement Class Members.

22 **H.** “Court” means the Superior Court of California for the County of Alameda ,
23 located at 1221 Oak Street, Oakland, CA 94612, where the Jones Action, which the parties have
24 agreed to designate as the lead case pursuant to Section III.B of the Settlement Agreement, is
25 currently pending.

26 **I.** “Defendants” means DAA Draexlmaier Automotive of America LLC and DAN
27 Draexlmaier Automotive North America LLC.
28

1 **J.** “Defendants’ Counsel” means Jennifer Redmond, Brian Fong, and Luis Arias of
2 Sheppard, Mullin, Richter & Hampton LLP, Four Embarcadero Center, 17th Floor, San
3 Francisco, California 94111.

4 **K.** “Effective Date” means the date by which the judgment becomes final. For
5 purposes of this Settlement Agreement, the judgment “becomes final” only after the Court grants
6 the motion for Final Approval of the Settlement and upon either (i) if there are no objections to
7 the Settlement, or any objections are withdrawn at or prior to the Final Approval hearing, the
8 date Final Approval of the Settlement is entered by the Court; or (ii) if there are one or more
9 objections to the Settlement which are not withdrawn at or prior to the Final Approval hearing,
10 the later of: (ii)(a) the period for filing any appeal, writ, or other appellate proceeding
11 challenging or opposing the Settlement (i.e., 60 days following entry of final judgment) has
12 elapsed without any appeal, writ, or other appellate proceeding having been filed; (ii)(b) any
13 appeal, writ, or other appellate proceeding challenging or opposing the Settlement has been
14 dismissed finally and conclusively with no right to pursue further remedies or relief; or (ii)(c)
15 any appeal, writ, or other appellate proceeding has upheld the Court’s Final Approval of the
16 Settlement with no right to pursue further remedies or relief. In this regard, it is the intention of
17 the Parties that the Settlement shall not become effective, and Defendants will not be obligated
18 to fund this Settlement, until the Court’s order approving the Settlement becomes final, and there
19 is no further recourse by an appellant, objector, or intervenor who seeks to contest the
20 Settlement.

21 **L.** “Employee List” means the list of all Employees that Defendants will diligently
22 and in good faith compile from their records to accurately reflect Employees’ last-known full
23 names, mailing address, telephone number, Social Security number, Workweeks, and Pay
24 Periods.

25 **M.** “Employees” means the Class Members and PAGA Employees collectively.

26 **N.** “Fairley Action” means the lawsuit entitled *Eddie Fairley, individually, and on*
27 *behalf of other members of the general public similarly situated and on behalf of other*
28 *aggrieved employees pursuant to the California Private Attorneys General Act v. DAA*

1 *Draexlmaier of America LLC, an unknown business entity; DAN Draexlmaier Automotive North*
2 *America LLC, an unknown business entity; and Does 1 through 100, inclusive*, filed in Alameda
3 County Superior Court, on or about September 3, 2020, Case No. RG20073122.

4 **O.** “Final Approval” means the Court’s order granting final approval of the
5 Settlement Agreement.

6 **P.** “Gray Action” means the lawsuit entitled *Demetrea Gray, individually and on*
7 *behalf of all others similarly situated v. DAA Draexlmaier Automotive of America, LLC, a South*
8 *Carolina limited liability company; and DOES 1 through 10, inclusive*, filed in Alameda County
9 Superior Court, on or about August 24, 2020, Case No. HG20072329.

10 **Q.** “Gross Settlement Amount” means a non-reversionary common fund to be paid
11 jointly and severally by the Defendants in the amount of One Million, Four Hundred Seventy-
12 Five Thousand Dollars (\$1,475,000.00), subject to increase pursuant to Section III.J.6.b herein,
13 and includes without limitation any and all payments Defendants may be responsible for under
14 the Settlement including Class Counsel Fees Award, Class Counsel Costs Award, Named
15 Plaintiff Enhancement Payments, Class Member Payments, the PAGA Amount (which includes
16 payment to the LWDA and PAGA Employees), Settlement Administration Costs, and
17 employee-side payroll taxes. Defendants will be required to separately pay, in addition to the
18 Gross Settlement Amount, the employer’s share of any payroll taxes and contributions due and
19 owing on the wages portion of Class Member Payments as a result of the Settlement.

20 **R.** “Individual PAGA Payment” means the amount of the PAGA Payment payable to
21 each PAGA Employee. Class Member Payments are separate and distinct from the Individual
22 PAGA Payments that will be paid to PAGA Employees.

23 **S.** “Jones Action” means the lawsuit entitled *Corey Jones, on behalf of himself and*
24 *all aggrieved employees pursuant to Labor Code § 2698 et seq. v. DAA Draexlmaier Automotive*
25 *of America LLC, a South Carolina limited liability corporation, and DOES 1 through 10,*
26 *inclusive*, filed in Alameda County Superior Court, on or about May 11, 2020, Case No.
27 HG20062125.
28

1 **T.** “Lawsuits” means the Fairley Action, the Jones Action, and the Gray Action,
2 which the Parties have agreed to consolidate as part of this Settlement.

3 **U.** “LWDA” means the California Labor and Workforce Development Agency.

4 **V.** “Named Plaintiff Enhancement Payments” means the not to exceed \$10,000 each,
5 for a total of up to Thirty Thousand Dollars (\$30,000.00), to be paid to each Named Plaintiff for
6 their time and effort spent pursuing the Lawsuits, for the risks associated with suing Defendants,
7 and for their agreement to enter into a general release of all claims. Defendants shall not oppose
8 or otherwise object to any requests made consistent with this paragraph.

9 **W.** “PAGA” means the California Private Attorneys General Act, California Labor
10 Code § 2698 *et seq.*

11 **X.** “PAGA Employees” means all current and/or former direct employees of
12 Defendants employed in California in non-exempt or hourly-paid positions from May 11, 2019
13 through June 26, 2021.

14 **Y.** “PAGA Amount” means the payment to the LWDA and the PAGA Employees in
15 settlement of all claims for PAGA penalties, as defined in Section III.D.3 of this Settlement
16 Agreement.

17 **Z.** “PAGA Period” means the time period beginning May 11, 2019 through June
18 26, 2021.

19 **AA.** “PAGA Settlement” means the PAGA portion of the settlement identified in this
20 Settlement Agreement, to settle and resolve the PAGA Released Claims of State the California
21 with respect to PAGA Employees.

22 **BB.** “Pay Periods” means the number of full pay periods that PAGA Employees
23 worked in California for Defendants in a non-exempt or hourly position during the PAGA
24 Period, exclusive of vacation, breaks in service, or leaves of absence.

25 **CC.** “Qualified Settlement Account” means the account established by the Settlement
26 Administrator pursuant to Internal Revenue Code section 1.468B-1.

27 **DD.** “Released Parties” means Defendants, and each of their respective past, present,
28 and future agents, employees, servants, officers, directors, partners, trustees, representatives,

1 shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related
2 companies/corporations and/or partnerships (defined as a company/corporation and/or
3 partnership that is, directly or indirectly, under common control with Defendants or any of its
4 parents and/or affiliates, including but not limited to, Draexlmaier Automotive Technologies of
5 America LLC), divisions, assigns, predecessors, successors, insurers, consultants, joint ventures,
6 any actual or alleged joint employers, affiliates, and alter-egos, and all of their respective past,
7 present, and future employees, directors, officers, agents, attorneys, stockholders, fiduciaries,
8 parents, subsidiaries, and assigns.

9 **EE.** “Settlement Administration Costs” means the costs payable from the Gross
10 Settlement Amount, subject to Court approval, to the Settlement Administrator for administering
11 the Settlement, including, but not limited to, the Settlement Administrator’s responsibilities
12 outlined in this Settlement Agreement, and which shall not exceed Twelve Thousand Fifty
13 Dollars (\$12,050). Defendants shall not oppose or otherwise object to any request made
14 consistent with this paragraph.

15 **FF.** “Settlement Administrator” means ILYM, whom the Parties mutually agree shall
16 be responsible for the administration of the Settlement, distribution of any amounts owed under
17 this Settlement, and matters necessarily related thereto, pursuant to the terms of this Settlement
18 Agreement.

19 **GG.** “Settlement Class” means a conditionally-certified class consisting of Settlement
20 Class Members.

21 **HH.** “Settlement Class Member” means any Class Member who does not submit a
22 timely and valid Request for Exclusion from the Settlement Class.

23 **II.** “Settlement Period” means the time period beginning May 11, 2016 through June
24 26, 2021.

25 **JJ.** “Workweeks” means the number of full work weeks that Class Member worked
26 in California for Defendants in a non-exempt or hourly position during the Settlement Period,
27 exclusive of vacation, breaks in service, or leaves of absence.
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II. RECITALS

A. Background and Procedural History

1. On May 11, 2020, Plaintiff Corey Jones filed in the Superior Court of California, County of Alameda, a representative action Complaint for Penalties against Defendant DAA Draexlmaier Automotive of America, LLC, pursuant to California Labor Code § 2699(f) and for Violations of Labor Code §§ 201-202, 226(a), 226.7, 246, 510, 512 and 1194, and pursuant to Labor Code § 2699(a) for violations of Labor Code §226.3. (Alameda County case number HG20062125).

2. On August 24, 2020, Plaintiff Demetreia Gray filed in the Superior Court of California, County of Alameda, a class action and PAGA action Complaint against Defendant DAA Draexlmaier Automotive of America, LLC, alleging causes of action for: (1) failure to provide meal periods (Labor Code §§ 226.7 and 512; IWC Wage Order No. 1-2001 § 11); (2) failure to authorize and permit rest periods (Labor Code §§ 226.7; IWC Wage Order No. 1-2001 § 12); (3) failure to pay minimum wages (Labor Code §§ 1194, 1197; IWC Wage Order No. 1-2001 § 4); (4) failure to pay overtime wages (Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 1-2001 § 3); (5) failure to pay all wages due to discharged and quitting employees (Labor Code §§ 201-203); (6) failure to maintain required records (Labor Code §§ 226, 1174; IWC Wage Order No. 1-2001 § 7); (7) failure to furnish accurate itemized wage statements (Labor Code § 226; IWC Wage Order No. 1-2001 § 7); (8) unfair and unlawful business practices (Business & Professions Code §§ 17200, et seq.); (9) representative action for penalties under the PAGA. (Alameda County case number HG20072329).

3. On September 3, 2020, Plaintiff Eddie Fairley filed in the Superior Court of California, County of Alameda, a class action and PAGA action Complaint against Defendants DAA Draexlmaier of America LLC, and DAN Draexlmaier Automotive North America LLC, alleging causes of action for: (1) failure to pay overtime wages (Labor Code §§ 510 and 1198); (2) failure to provide meal breaks (Labor Code §§ 226.7 and 512(a)) ; (3) failure to provide rest periods (Labor Code § 226.7); (4) failure to pay minimum wages (Labor Code §§ 1194, 1197, and 1197.1); (5) failure to timely pay wages (Labor Code §§ 201 and 202); (6)

1 failure to timely pay wages during employment (Labor Code §§ 204); (7) failure to provide
2 accurate itemized wage statements (Labor Code §§ 226(a)); (8) failure to keep requisite payroll
3 records (Labor Code §§ 1174); (9) failure to reimburse for business expenses (Labor Code §§
4 2800 and 2802); (10) unfair competition (Business & Professions Code §§ 17200, et seq.); and
5 (11) Violation of the California Labor Code section 2698, et seq. (PAGA). (Alameda County
6 case number RG20073122).

7 4. On April 20, 2021, Defendants and Named Plaintiffs attended a full-day
8 mediation with mediator Hon. Louis M. Meisinger (Ret.), but were not able to reach a settlement
9 on that date. The Hon. Louis M. Meisinger provided a mediator's proposal on that date, and the
10 Parties accepted the mediator's proposal on April 27, 2021.

11 **B.** Throughout the pendency of the Lawsuits, the Parties informally exchanged
12 documents and information for settlement purposes in connection with the April 20, 2021
13 mediation. Pursuant to a material term of the Hon. Louis M. Meisinger's mediation proposal,
14 the Parties further engaged in confirmatory discovery as to the merits of the Lawsuits and the
15 class size. Based on a thorough investigation and evaluation of these matters, Class Counsel and
16 Named Plaintiffs have concluded that the Settlement with Defendants for the consideration and
17 on the terms set forth in this Agreement, is fair, reasonable, adequate, and is in the best interest
18 of the Employees in light of all known facts and circumstances, including the risk of significant
19 delay, and the defenses asserted by Defendants.

20 **C.** Named Plaintiffs have fully investigated the factual and legal bases for the causes
21 of action asserted in the Lawsuits. As a result of their investigation, Named Plaintiffs continue
22 to believe their claims are viable and that Defendants violated the California Labor Code or any
23 IWC Wage Order. Defendants have denied all allegations and contend that the claims asserted
24 in the Lawsuits have no merit and cannot give rise to liability on behalf of Defendants. Given
25 the disagreement between the Parties as to the viability of these claims, the Parties believe the
26 Settlement provided for herein is a fair, adequate, and reasonable settlement.

27 **D.** Named Plaintiffs recognize the expense and length of continued proceedings
28 necessary to continue the litigation against Defendants through trial and through any possible

1 appeals. Named Plaintiffs have also taken into account the uncertainty and risk of the outcome
2 of further litigation, and the difficulties and delays inherent in such litigation. Named Plaintiffs
3 are also aware of the burdens of proof necessary to establish liability for the claims asserted in
4 the Lawsuits, Defendants' defenses thereto, and the difficulties in establishing damages and
5 entitlement to monetary recovery for Employees. Named Plaintiffs have also taken into account
6 the discovery undertaken and settlement negotiations conducted, which negotiations resulted in
7 the material settlement terms set forth herein. Based on the foregoing, Named Plaintiffs have
8 determined that the Settlement set forth in this Settlement Agreement is a fair, adequate, and
9 reasonable settlement, and is in the best interests of Employees.

10 **E.** Defendants have concluded that any further defense of this litigation would be
11 protracted and expensive for all Parties. Defendants have devoted substantial amounts of time,
12 energy and resources to the defense of the claims asserted in the Lawsuits and, unless this
13 Settlement is made, will continue to do so for the foreseeable future. For these reasons,
14 Defendants have agreed to settle the matter upon the terms set forth in this Settlement
15 Agreement, to put to rest the claims as set forth in the Lawsuits.

16 **F.** Defendants have denied and continue to deny each of the claims and contentions
17 alleged in the Lawsuits. Defendants have repeatedly asserted and continue to assert defenses
18 thereto, and have expressly denied and continue to deny any wrongdoing or legal liability arising
19 out of any of the facts or conduct alleged in the Lawsuits. Defendants also have denied and
20 continue to deny, *inter alia*, the allegations that Employees have suffered damages; that
21 Defendants improperly failed to pay Employees all wages owed; that Defendants failed to pay
22 minimum wages; that Defendants failed to pay all overtime; that Defendants failed to properly
23 provide meal and rest periods; that Defendants provided Employees with inaccurate wage
24 statements; that Defendants failed to timely pay all wages due during employment or at the
25 separation of employment; that Defendants failed to properly pay sick time; that Defendants
26 failed to pay wages twice per calendar month; that Defendants failed to reimburse business
27 expenses; that Defendants failed to maintain requisite payroll records; that Defendants violated
28 any provisions of the California Labor Code or any IWC Wage Order; that Defendants engaged

1 in any unlawful, unfair or fraudulent business practices; that Defendants engaged in any other
2 wrongful conduct as alleged in the Lawsuits; or that Employees were harmed by the conduct
3 alleged in the Lawsuits. Neither this Settlement Agreement, nor any document referred to or
4 contemplated herein, nor any action taken to carry out this Settlement Agreement, is, may be
5 construed as, or may be used as an admission, concession or indication by or against Defendants
6 of any fault, wrongdoing, or liability whatsoever.

7 **G.** Named Plaintiffs claim and continue to claim that the claims released by this
8 Settlement Agreement have merit and give rise to liability on the part of Defendants. Neither
9 this Settlement Agreement nor any documents referred to herein, or any action taken to carry out
10 this Settlement Agreement is or may be construed as or may be used as an admission by or
11 against Employees or Class Counsel as to class suitability and/or the merits or lack thereof of the
12 claims asserted.

13 **I.** The Parties stipulate, subject to the approval of the Court, that the Lawsuits are
14 being compromised and settled pursuant to the terms and conditions set forth in this Settlement
15 Agreement.

16 **III. SETTLEMENT TERMS**

17 **A. Cooperation.** The Parties will cooperate in obtaining through an unopposed
18 motion to be filed as soon as possible, an order from the Court preliminarily approving this
19 Settlement and granting leave to file a First Amended and Consolidated Class Action and PAGA
20 Complaint to implement this Settlement. The Parties further agree to fully cooperate in the
21 drafting and/or filing of any further documents or filings reasonably necessary to be prepared or
22 filed, shall take all steps that may be requested by the Court relating to, or that are otherwise
23 necessary to the approval and implementation of this Agreement and shall otherwise use their
24 respective best efforts to obtain the Court's certification of the Class for purposes of this
25 Settlement, as well as Court approval of and implementation of this Agreement.

26 **B. Amendment of Operative Complaint.** As part of this Settlement Agreement,
27 and in connection with the preliminary approval of this Settlement, Named Plaintiffs and
28 Defendants stipulate to the filing of a First Amended and Consolidated Class Action and PAGA

1 Complaint, that includes all claims from the Lawsuits, in the Jones Action, which shall be
2 designated as the lead case. A copy of the First Amended and Consolidated Class Action and
3 PAGA Complaint is attached hereto as **Exhibit 1**. Defendants agree to consolidation of the
4 Jones Action, Gray Action, and Fairley Action for the purposes of Settlement only. Defendants
5 shall not be required to file any response to the First Amended and Consolidated Class Action
6 and PAGA Complaint and Defendants' current operative answers in the Jones Action, Gray
7 Action, and Fairley Action shall be deemed the answer to the First Amended and Consolidated
8 Class Action and PAGA Complaint. If, for any reason, the Settlement is not approved by the
9 Court, the Stipulation to file the First Amended and Consolidated Class Action and PAGA
10 Complaint will have no force or effect.

11 **C. Funding and Allocation of Settlement**

12 1. Settlement Accounting. No more than ten (10) days after the Effective
13 Date, or reasonable time thereafter, the Settlement Administrator will provide the Parties with an
14 accounting of all anticipated payments to be issued from the Qualified Settlement Account,
15 including: (a) Class Member Payments to Settlement Class Members, (b) the PAGA Amount
16 (separated as payments to the LWDA and the Individual PAGA Payments to PAGA
17 Employees); (c) the Named Plaintiff Enhancement Payments; (d) the Class Counsel Fees Award
18 and Class Counsel Costs Award to Class Counsel, and (f) Settlement Administration Costs to the
19 Settlement Administrator, all as specified in this Settlement Agreement and approved by the
20 Court ("Settlement Accounting").

21 2. Funding the Settlement. Within twenty one (21) days after receipt of the
22 Settlement Accounting from the Settlement Administrator, and solely for purposes of this
23 Settlement, Defendants shall wire the Gross Settlement Amount and all associated employer
24 payroll taxes into the Qualified Settlement Account, for distribution in accordance with the
25 terms of this Settlement Agreement (the "Funding"). At no time shall Defendants have the
26 obligation to segregate the funds comprising the Gross Settlement Amount from other assets and
27 will retain exclusive authority over, and responsibility for, those funds until the Funding.
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2 **D. Payments from the Gross Settlement Amount.**

3 1. Named Plaintiff Enhancement Payments. The Settlement Administrator
4 shall pay from the Qualified Settlement Account any Named Plaintiff Enhancement Payments
5 within fourteen (14) days of the Funding by check or wire to an account designated by Class
6 Counsel. Named Plaintiffs agree to provide the Settlement Administrator (and not Defendants)
7 with an executed IRS Form W-9 within five (5) days after the Funding and before the Named
8 Plaintiff Enhancement Payments are issued. The Settlement Administrator shall issue an IRS
9 Form 1099 to Named Plaintiffs for these payments. Named Plaintiffs shall be solely and legally
10 responsible for paying any and all applicable taxes on their Named Plaintiff Enhancement
11 Payments and shall indemnify, defend, and hold Defendants harmless from any claim or liability
12 for taxes, penalties, or interest arising as a result of the Named Plaintiff Enhancement Payments.
13 The Named Plaintiff Enhancement Payments shall be in addition to any Class Member
14 Payments or Individual PAGA Payments the Named Plaintiffs receive as Settlement Class
15 Members and/or PAGA Employees. If the Court awards Named Plaintiff Enhancement
16 Payments in less than the amount(s) agreed upon in this Agreement, the unawarded amount(s)
17 shall remain in the Class Payout Fund and be distributed to Settlement Class Members.

18 2. Class Counsels' Attorneys' Fees and Costs. Class Counsel will request
19 Class Counsel Fees Award of up to thirty-five percent (35%) of the Gross Settlement Amount,
20 projected to be Five Hundred Sixteen Thousand, Two Hundred Fifty Dollars (\$516,250.00), and
21 will seek a Class Counsel Costs Award for reimbursement of Class Counsel's actual out-of-
22 pocket costs and expenses incurred pursuing the Lawsuits, not to exceed Sixty Thousand Dollars
23 (\$60,000). Class Counsel shall submit a declaration to the Court detailing the costs incurred
24 and/or expected to be incurred in the Lawsuits. Class Counsel shall be solely responsible for the
25 division and distribution of any and all court-approved Class Counsel Fees Award and Class
26 Counsel Costs Award.

27 a. The Settlement Administrator shall pay to Class Counsel any Class
28 Counsel Fees Award or Class Counsel Costs Award within fourteen (14) days of the Funding,

1 either by check or by wire to an account designated by Class Counsel. Class Counsel agrees to
2 provide the Settlement Administrator (and not Defendants) with executed IRS Forms W-9
3 within five (5) business days after the Funding Date and before payments of the Class Counsel
4 Fees Award and Costs Award are issued. The Settlement Administrator shall issue IRS Forms
5 1099 to Class Counsel for the payments made pursuant to this section. Class Counsel shall be
6 solely and legally responsible for paying any and all applicable taxes on the respective portion of
7 the Class Counsel Fees Award and Class Counsel Costs Award and shall indemnify, defend, and
8 hold Defendants harmless from any claim or liability for taxes, penalties or interest arising as a
9 result of any payments received by Class Counsel pursuant to this Agreement. If the Court
10 awards a Class Counsel Fees Award and/or a Class Counsel Costs Award in an amount that is
11 less than the amount provided under this Settlement, the unawarded amounts shall remain in the
12 Class Payout Fund and be distributed to Settlement Class Members. This Settlement is not
13 contingent upon the Court awarding Class Counsel any particular amount of Class Counsel Fees
14 Award or Class Counsel Costs Award.

15 b. The Named Plaintiffs have all agreed in writing to a fee sharing
16 agreement among Class Counsel, that provides for the following distribution of attorneys' fees:
17 one-third to Lawyers *for* Justice, PC, one-third to Matern Law Group PC, and one-third to
18 Gaines & Gaines, APLC.

19 c. Neither Class Counsel nor any other current or past counsel for
20 Named Plaintiffs shall be permitted to petition the Court for, or accept, any additional payments
21 for fees, costs, or interest, and the Class Counsel Fees Award and Class Counsel Costs Award
22 approved by the Court contemplated by this Agreement shall be for all claims for attorneys' fees
23 and costs whenever incurred, including past and present fees and costs incurred in the Lawsuits
24 to date and through and including the Effective Date, as well as final distribution of all payments
25 under this Settlement Agreement and through and after final judgment. The Funding shall
26 constitute full satisfaction of the obligation to pay any amounts to any person, attorney or law
27 firm for attorneys' fees, expenses or costs in the Lawsuits incurred by any attorney on behalf of
28 Named Plaintiffs and/or any of the Employees, and shall relieve Defendants and Defendants'

Counsel of any other claims or liability to any other attorney or law firm for any attorneys' fees, expenses and/or costs to which any of them may claim to be entitled on behalf of Named Plaintiffs and/or the Employees in connection with the claims released in this Settlement.

Further, payment of the Class Counsel Fees Award and Class Counsel Costs Award to Class Counsel as set forth herein shall relieve the Employees, the Settlement Administrator, and the Qualified Settlement Account of any other claims or liability to any other attorney or law firm for any attorneys' fees, expenses and/or costs to which any of them may claim to be entitled on behalf of Named Plaintiffs and/or the Employees in connection with the claims released in this Settlement.

3. PAGA Amount. The PAGA Amount is One Hundred Twenty Thousand Dollars (\$120,000.00), which the Parties have agreed is to be paid in settlement of all PAGA claims released in this Settlement Agreement, which shall be allocated as follows:

a. Within fourteen (14) days of the Funding, the Settlement Administrator shall pay from the Qualified Settlement Account Ninety Thousand Dollars (\$90,000.00) to the LWDA ("LWDA Payment"). This amount is seventy-five percent (75%) of the One Hundred Twenty Thousand Dollars (\$120,000.00) PAGA Amount.

b. The remaining twenty-five percent (25%) of the PAGA Amount, Thirty Thousand Dollars (\$30,000.00), shall be distributed to all PAGA Employees, with each receiving a *pro rata* share based on the number of Pay Periods worked during the PAGA Period. To establish the Pay Period Value (as defined below), the Settlement Administrator will first determine the total number of Pay Periods worked by the PAGA Employees during the PAGA Period. The "Pay Period Value" means 25% of the PAGA Amount divided by the total number of Pay Periods worked by PAGA Employees during the PAGA Period. The Pay Period Value will be rounded to the nearest cent. The amount of the Individual PAGA Payment to be paid to each PAGA Employee will be determined by multiplying the Pay Period Value by the total number of Pay Periods each Employee worked during the PAGA Period. There is no need for a PAGA Employee to submit a claim form in order to be eligible for and to receive an Individual PAGA Payment.

1 c. The portion of the PAGA Amount paid to the PAGA Employees
2 shall be treated entirely as penalties. If for any reason additional funds are allocated to the
3 PAGA Amount, such monies shall be drawn from other amounts in this Settlement with the
4 other components of the Gross Settlement Amount being reduced proportionately, excluding the
5 Class Counsel Fees Award and the Class Payout Fund, but the Gross Settlement Amount will
6 not exceed One Million, Four Hundred Seventy-Five Thousand Dollars (\$1,475,000.00).

7 4. Settlement Administration Costs. The Settlement Administrator shall pay
8 from the Qualified Settlement Account the Court-approved Settlement Administration Costs,
9 within fourteen (14) days of the Funding, in an amount not to exceed Twelve Thousand Fifty
10 (\$12,050).

11 5. Calculation of Class Member Payments. All Settlement Class Members
12 will receive a Class Member Payment, paid from the Class Payout Fund. The amount of each
13 Class Member Payment will be calculated on a *pro rata* basis, based on the number of
14 Workweeks each Settlement Class Member worked during the Settlement Period. To establish
15 the Workweek Value (as defined below), the Settlement Administrator will first determine the
16 total number of Workweeks worked by the Settlement Class Members during the Settlement
17 Period. The “Workweek Value” means the Class Payout Fund divided by the total number of
18 Workweeks worked by Settlement Class Members during the Settlement Period. The
19 Workweek Value will be rounded to the nearest cent. The Class Member Payment to each
20 Settlement Class Member will be determined by multiplying the Workweek Value by the total
21 number of Workweeks each Settlement Class Member worked during the Settlement Period.
22 The total of all Class Member Payments to all Settlement Class Members shall equal the Class
23 Payout Fund. There is no need for a Settlement Class Member to submit a claim form in order
24 to be eligible for and to receive a Class Member Payment. Class Member Payments will be
25 reduced by any required deductions for each Settlement Class Member, including employee-side
26 tax withholdings and/or deductions.

1 6. Method and Timing of Payments to Settlement Class Members and PAGA
2 Employees.

3 a. Class Member Payments and the Individual PAGA Payments will
4 be mailed to the Employees' last known address contained in the Employee List (subject to
5 address update by skip-trace search conducted prior to the mailing of the Class Notice, and any
6 other address update that occurs thereafter), by First Class U.S. Mail within fourteen (14)
7 calendar days following the Funding Date.

8 b. Checks paid to Settlement Class Members and PAGA Employees
9 shall remain valid and negotiable for one-hundred eighty (180) calendar days from the date of
10 their issuance. After one-hundred eighty (180) calendar days from the date of mailing, the
11 checks shall become null and void, and any monies remaining in the distribution account shall
12 be distributed to the Controller of the State of California to be held pursuant to the Unclaimed
13 Property Law, California Civil Code § 1500 et seq., for the benefit of those Settlement Class
14 Members and PAGA Employees who did not cash their checks until such time that they claim
15 their property. The Parties agree that this disposition results in no "unpaid residue" under
16 California Civil Procedure Code § 384, as the entire Class Payout Fund will be paid out to Class
17 Members, whether or not they all cash their Class Member Payments. Therefore, no interest will
18 be due on said amount.

19 7. No Effect on Employee Benefits. The Named Plaintiff Enhancement
20 Awards, Class Member Payments, and Individual PAGA Payments paid to Named Plaintiffs,
21 Settlement Class Members, and PAGA Employees shall be deemed not to be pensionable
22 earnings and shall not have any effect on the eligibility for, or calculation of, any employee
23 benefits (e.g., vacations, holiday pay, retirement plans, etc.) of the respective Named Plaintiffs,
24 Employees, or Settlement Class Members. The Parties agree that any Named Plaintiff
25 Enhancement Awards, Class Member Payments, and Individual PAGA Payments paid to Named
26 Plaintiffs, Settlement Class Members, and PAGA Employees under the terms of this Settlement
27 Agreement do not represent any modification of Named Plaintiffs', Settlement Class Members',
28 or PAGA Employees' previously credited hours of service or other eligibility criteria under any

1 employee pension benefit plan or employee welfare benefit plan sponsored by Defendants.
2 Further, any Named Plaintiff Enhancement Awards, Class Member Payments, or Individual
3 PAGA Payments shall not be considered “compensation” in any year for purposes of
4 determining eligibility for, or benefit accrual within, an employee pension benefit plan or
5 employee welfare benefit plan sponsored by Defendants.

6 **E. Taxation**

7 1. Tax Treatment of Class Member Payments. Each Class Member Payment
8 shall be allocated between taxable and non-taxable consideration as follows: Fifty Percent (50%)
9 will be allocated to alleged unpaid wages (subject to employer-side taxes paid separately by
10 Defendant) for which an IRS Form W-2 will issue, and Fifty Percent (50%) will be allocated to
11 alleged penalties, reimbursement, and interest for which an IRS Form 1099 will issue, if
12 required by law. The Settlement Administrator will be responsible for calculating the employee-
13 side taxes owed on the wage portion of each Class Member Payment and paying these amounts
14 to the appropriate state and federal agencies, within the timing required by applicable state and
15 federal law. Each Settlement Class Member shall be responsible for paying any employee-side
16 taxes due on his or her settlement. The Settlement Administrator will also be responsible for
17 calculating the employer’s share of withholdings and taxes, including without limitation
18 statutory Federal and California payroll and employment taxes arising from wage payments to
19 Settlement Class Members under this Agreement. Defendants shall be responsible for paying
20 any employer-side taxes in addition to the Class Payout Fund. Notwithstanding the treatment of
21 the Class Payout Fund, none of the payments called for by this agreement are to be treated as
22 earnings or wages for any purpose under any of Defendants’ benefit plans.

23 2. Tax Treatment of PAGA Payments. The Individual PAGA Payment
24 distributed to each PAGA Employee will be treated entirely as civil penalties, and will be
25 reported as such to each PAGA Employee on an IRS Form 1099 (if required).

26 3. Employer’s Share of Withholdings and Taxes. The employer’s share of
27 withholding and taxes, including without limitation statutory Federal and California payroll and
28 employment taxes arising from wage payments to Settlement Class Members under this

1 Agreement, shall be paid by Defendants in addition to, and not out of, the Gross Settlement
2 Amount.

3 4. Tax Liability. The Parties make no representation as to the tax treatment
4 or legal effect of the payments called for hereunder, and the Parties, Settlement Class Members,
5 and PAGA Employees are not relying on any statement, representation, or calculation by any of
6 the Parties or by the Settlement Administrator in this regard. Named Plaintiffs, Settlement Class
7 Members, and PAGA Employees understand and agree that except for the employer's portion of
8 any payroll taxes, Named Plaintiffs, Settlement Class Members, and PAGA Employees will be
9 solely responsible for all tax reporting obligations and agree to pay all local, state and federal
10 income taxes, penalties, interest, fines or other assessments incurred or owed, if any, in
11 connection with the payments described herein. Named Plaintiffs, Settlement Class Members,
12 and PAGA Employees agree to indemnify and hold Defendants, the Released Parties,
13 Defendants' Counsel, Class Counsel, and the Settlement Administrator free and harmless from
14 and against any liabilities, assessment of taxes, penalties, interests, fines, costs and expenses,
15 including attorneys' fees, arising out of their failure to pay taxes due on payments received as a
16 result of this Settlement Agreement. Each Party to this Settlement Agreement (for purposes of
17 this section, the "acknowledging party" and each party to this agreement other than the
18 acknowledging party, an "other party") acknowledges and agrees that (1) no provision of this
19 Settlement Agreement, and no written communication or disclosure between or among the
20 Parties or their attorneys and other advisers, is or was intended to be, nor shall any such
21 communication or disclosure constitute or be construed or be relied upon as, tax advice within
22 the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as
23 amended); (2) the acknowledging party (a) has relied exclusively upon their own, independent
24 legal counsel for advice in connection with this Settlement Agreement, (b) has not entered into
25 this Settlement Agreement based upon the recommendation of any other Party or any attorney or
26 advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure
27 by any attorney or adviser to any other Party to avoid any tax penalty that may be imposed on
28 the acknowledging party; and (3) no attorney or adviser to any other Party has imposed any

1 limitation that protects the confidentiality of any such attorney's or adviser's tax strategies
2 (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging
3 party of the tax treatment or tax structure of any transaction, including any transaction
4 contemplated by this Settlement Agreement.

5
6 **F. Conditional Certification**

7 For the purposes of this Settlement Agreement only, the Parties agree to the certification
8 of the Settlement Class. If, for any reason, the Settlement Agreement is not approved, the
9 stipulation to certification will be void. Should the Settlement Agreement not become final, for
10 whatever reason, the fact that the Parties were willing to stipulate to class certification as part of
11 the Settlement shall have no bearing on, and shall not be admissible in connection with, the issue
12 of whether a class should be certified in a non-settlement context in the Lawsuits, and shall have
13 no bearing on, and shall not be admissible in connection with, the issue of whether a class
14 should be certified in any other lawsuit.

15 **G. No Injunctive Relief**

16 As part of this Settlement, Defendants shall not be required to enter into any consent
17 decree, nor shall Defendants be required to agree to any provision for injunctive relief, or to
18 modify or eliminate any of its personnel, compensation, or payroll practices or policies, or adopt
19 any new personnel, compensation, or payroll practices or policies.

20 **H. Release of Claims**

21 1. Class Member Release. As of the Effective Date, and subject to
22 Defendants' payment of all sums required by this Settlement Agreement, all Settlement Class
23 Members fully and finally release the Released Parties from any and all Settlement Class
24 Release Claims. "Settlement Class Release Claim" include any and all claims alleged in the
25 Lawsuit, all claims arising from or related to the facts, theories, or claims alleged in the Lawsuit,
26 and any claims which could have been asserted in the Lawsuit arising from the alleged facts,
27 claims, theories, and/or primary rights alleged to have been invaded to the fullest extent
28

permitted by law, that arose during the Settlement Period while a Settlement Class Member was classified by DAA as non-exempt, including, but not limited to:

a. unpaid wages, including, but not limited to, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, vacation or paid time off, reporting time compensation, for time spent donning and doffing work uniforms, for time spent waiting for and/or undergoing security checks, and to pay any such compensation at the regular rate of compensation, and/or interest; for missed, late, short or interrupted meal and/or rest periods or any allegation that meal or rest periods were not provided, including any claim for any alleged failure to pay premiums for missed, late, short or interrupted meal or rest periods, or to pay such premiums at the regular rate of compensation; for reimbursement for business expenses or any other claim that Defendants allowed or required employees to bear any of the costs associated with the operation of Defendants' business, including without limitation the use of personal cell phones, tools, remote working expenses, and electrical or other costs incurred in charging company property; for inaccurate or otherwise improper wage statements and/or failure to keep or maintain accurate records; for secret underpayment of wages; for failure to pay sick leave, including that sick leave was calculated at an incorrect rate of pay; for unfair business practices arising out of or related to any or all of the aforementioned claims; for penalties arising out of or related to any or all of the aforementioned claims, including, but not limited to, recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; and for attorneys' fees and costs; and

b. any and all claims related to violations of the Wage Orders of the California Industrial Welfare Commission; and/or alleging a violation of the California Labor Code, including, but not limited to §§ 200, 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 222.5, 223, 226, 226.3, 226.7, 226.8, 227.3, 246, 246.5, 510, 511, 512, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698 *et seq.*, 2800, 2802, and derivative claims under California Business & Professions Code Sections 17200 *et seq.*

2. Release of PAGA Claims. As of the Effective Date, and subject to Defendants' payment of all sums required by this Settlement Agreement, the State of California

1 and PAGA Employees, fully and finally release the Released Parties from any and all PAGA
2 Released Claims. "PAGA Released Claims" are all claims under the PAGA associated with any
3 and all claims under PAGA arising from or related to the facts, theories, or claims alleged in the
4 Lawsuit, including but not limited to, claims under the Private Attorneys General Act,
5 California Labor Code § 2698, *et seq.*, that arose during employment by Defendants in
6 California in non-exempt or hourly-paid positions during the PAGA Period for:

7 a. civil penalties for unpaid wages, including, but not limited to,
8 failure to pay minimum wages, straight time compensation, overtime compensation, double-time
9 compensation, vacation or paid time off, reporting time compensation, for time spent donning
10 and doffing work uniforms, for time spent waiting for and/or undergoing security checks, and to
11 pay any such compensation at the regular rate of compensation, and/or interest; for missed, late,
12 short or interrupted meal and/or rest periods or any allegation that meal or rest periods were not
13 provided, including any claim for any alleged failure to pay premiums for missed, late, short or
14 interrupted meal or rest periods, or to pay such premiums at the regular rate of compensation; for
15 reimbursement for business expenses or any other claim that Defendants allowed or required
16 employees to bear any of the costs associated with the operation of Defendants' business,
17 including without limitation the use of personal cell phones, tools, remote working expenses,
18 and electrical or other costs incurred in charging company property; for inaccurate or otherwise
19 improper wage statements and/or failure to keep or maintain accurate records; for secret
20 underpayment of wages; for failure to pay sick leave, including that sick leave was calculated at
21 an incorrect rate of pay; for unfair business practices arising out of or related to any or all of the
22 aforementioned claims; for penalties arising out of or related to any or all of the aforementioned
23 claims, including, but not limited to, recordkeeping penalties, wage statement penalties,
24 minimum-wage penalties, and waiting-time penalties; and for attorneys' fees and costs. the
25 claims released by the PAGA Aggrieved Employees also include any and all claims under the
26 California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* that arise out of
27 or arise in connection with the claims and facts alleged in the Lawsuit, and any claims which
28

1 could have been asserted in the Lawsuit arising from the alleged facts, theories, and/or primary
2 rights alleged to have been invaded to the fullest extent permitted by law; and

3 b. any and all claims under the PAGA related to violations of the
4 Wage Orders of the California Industrial Welfare Commission; and/or alleging a violation of
5 California Labor Code, including, but not limited to §§ 200, 201, 201.3, 202, 203, 204, 210,
6 218.5, 218.6, 222.5, 223, 226, 226.3, 226.7, 226.8, 227.3, 246, 246.5, 510, 511, 512, 551, 552,
7 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698 *et seq.*, 2800, and
8 2802.

9 3. General Release By Named Plaintiffs Only. As of the Effective Date, in
10 addition to releasing the Settlement Released Claims and the PAGA Released Claims, Named
11 Plaintiffs fully and finally release the Released Parties from Named Plaintiffs' Released Claims.
12 "Named Plaintiffs' Released Claims" are any and all claims, known and unknown, under
13 federal, state and/or local law, statute, ordinance, regulation, common law, or other source of
14 law, including but not limited to claims arising from or related to Named Plaintiffs' employment
15 with Defendants and/or the termination of Named Plaintiffs' employment, including but not
16 limited to:

17 a. all claims asserted in, arising from, or related in any way to the
18 Lawsuits, including without limitation any and all claims that could have been asserted as part of
19 the Lawsuits based on the facts alleged;

20 b. any and all claims for violation of the National Labor Relations
21 Act (NLRA) (to the extent permitted by law), Title VII of the Civil Rights Act (Title VII), the
22 Americans With Disabilities Act of 1990 (ADA), the Age Discrimination in Employment Act
23 (ADEA), the Older Worker Benefit Protection Act (OWBPA), the Employee Retirement Income
24 Security Act (excluding vested benefits) (ERISA); the Rehabilitation Act, the Occupational
25 Safety and Health Act (OSHA) (federal and California), the Consolidated Omnibus Budget
26 Reconciliation Act of 1985 (COBRA), the Families First Coronavirus Response Act (FFCRA),
27 the Fair Labor Standards Act (FLSA), the Family and Medical Leave Act (FMLA), the
28 California Family Rights Act (CFRA), the Worker Adjustment and Retraining Notification Act

1 (federal and California), the California Fair Employment and Housing Act (FEHA), the Unfair
2 Business Practices Act/Unfair Competition Law (UCL); the California Labor Code, the
3 California Government Code, the California Civil Code, the applicable California Wage
4 Order(s), and the California Private Attorneys General Act (to the extent permitted by law) (all
5 as amended);

6 c. any and all claims for discrimination or harassment on the basis of
7 any protected status, such as race, color, ancestry, national origin (including language use
8 restrictions), citizenship, religious creed (including religious dress and grooming practices), sex
9 (which includes pregnancy, childbirth, breastfeeding and medical conditions related to
10 pregnancy, childbirth or breastfeeding), marital status, domestic partnership status, sexual
11 orientation, gender, gender identity or gender expression, veteran status, military status, political
12 affiliation, family care or medical leave status or the denial of family and medical care leave,
13 age, physical or mental disability (including HIV and AIDS), medical condition (including
14 cancer and genetic characteristics), genetic information, or any other basis protected by
15 applicable federal, state or local law, rule, ordinance or regulation;

16 d. any and all whistleblower or retaliation claims on the basis of any
17 protected activity or other protected basis;

18 e. any and all claims for breach of any express or implied promise,
19 contract or agreement (express or implied), or breach of the implied covenant of good faith and
20 fair dealing; (e) any tort or common law claims, including wrongful discharge, intentional or
21 negligent infliction of emotional distress, negligence, fraud, misrepresentation, defamation,
22 interference with prospective economic advantage, or other tort or common law actions;

23 f. any and all claims for misclassification, wage and hour, or other
24 claims related to hours, conditions, or compensation related to work; and

25 g. any and all claims for any other violation of local, state, or federal
26 law, constitution, statute, regulation, ordinance, order, guidance, resolution, public policy,
27 contract, or tort or common law claim, whether for legal or equitable relief, having any bearing
28 whatsoever on the terms and conditions of employment, or association or working relationship,

1 with any of the Released Parties, including but not limited to any allegations for penalties,
2 interest, costs and fees, including attorneys' fees.

3 h. Named Plaintiffs' Released Claims include all claims, whether
4 known or unknown. Even if Named Plaintiffs discover facts in addition to or different from
5 those that Named Plaintiffs now know or believe to be true with respect to the subject matter of
6 Named Plaintiffs' Released Claims, those claims will remain released and forever barred. Thus,
7 Named Plaintiffs expressly waive and relinquish the provisions, rights and benefits of section
8 1542 of the California Civil Code, which reads:

9
10 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**
11 **THAT THE CREDITOR OR RELEASING PARTY DOES**
12 **NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**
13 **FAVOR AT THE TIME OF EXECUTING THE RELEASE**
14 **AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**
15 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT**
16 **WITH THE DEBTOR OR RELEASED PARTY.**

17 Notwithstanding the foregoing, Named Plaintiffs do not waive or release any claim
18 which cannot be waived or released by private agreement. Further, nothing in this Agreement
19 shall prevent Named Plaintiffs from filing a charge or complaint with, or from participating in,
20 an investigation or proceeding conducted by the SEC, OSHA, EEOC, DFEH, NLRB or any
21 other federal, state or local agency charged with the enforcement of any employment or other
22 applicable laws. Named Plaintiffs, however, understand that by signing this Agreement, they
23 waive the right to recover any damages or to receive other relief in any claim or suit brought by
24 or through the EEOC, the DFEH or any other state or local deferral agency on their behalf to the
25 fullest extent permitted by law, but expressly excluding any monetary award or other relief
26 available from the SEC/OSHA, including an SEC/OSHA whistleblower award, or other awards
27 or relief that may not lawfully be waived.

28 4. Release of ADEA Claims. The general release of claims by Plaintiffs
Fairley and Gray in Section III.H.3 of this Agreement includes a release of any claim Plaintiffs
may have under the federal Older Workers Benefit Protection Act ("OWBPA") and/or the

1 federal Age Discrimination In Employment Act of 1967 (“ADEA”). By signing this Agreement,
2 Plaintiffs Fairley and Gray acknowledge that:

3 a. Plaintiffs Fairley and Gray have had a full twenty-one (21) days
4 within which to consider Section III.H.3 of this Agreement before executing it or have freely and
5 knowingly waived the right to consider Section III.H.3 of this Agreement for a full twenty-one
6 (21) days by executing the Agreement before the expiration of the twenty-one (21)-day period;

7 b. Plaintiffs Fairley and Gray and Defendants agree that any changes,
8 whether material or immaterial, to Section III.H.3 of this Agreement, do not restart the running
9 of the twenty-one (21)-day period;

10 c. Plaintiffs Fairley and Gray have carefully read and fully
11 understand all provisions of Section III.H.3 of this Agreement;

12 d. Plaintiffs Fairley and Gray knowingly and voluntarily agree to all
13 of the terms set forth in Section III.H.3 of this Agreement and agree to be legally bound by all of
14 the terms set forth in Section III.H.3 of this Agreement;

15 e. Plaintiffs Fairley and Gray have been and hereby are advised in
16 writing to consider the terms of Section III.H.3 of this Agreement and to consult with an
17 attorney;

18 f. Prior to signing this Agreement, Plaintiffs Fairley and Gray have
19 had the opportunity to consult with counsel of their choice concerning the terms and conditions
20 of section III.H.3 of this Agreement and have done so or freely chosen not to do so;

21 g. Plaintiffs Fairley and Gray have a full seven (7) days following the
22 execution of this Agreement to revoke Section III.H.3 of this Agreement. To revoke, they must
23 deliver a written statement of revocation to Jennifer Redmond, Brian Fong, or Luis Arias at
24 jredmond@sheppardmullin.com, bfong@shppardmullin.com, or larias@sheppardmullin.com,
25 respectively, or at Four Embarcadero Center, 17th Floor, San Francisco, CA 94111 no later than
26 midnight on the seventh (7th) day after they signed this Agreement. If Plaintiffs Fairley and
27 Gray revoke within seven (7) days, they will not be entitled to their respective portions of the
28 Named Plaintiff Enhancement Payments, and Section III.H.3 of this agreement shall be null and

void as to Plaintiffs Fairley and Gray only. If Plaintiffs Fairley and Gray do not exercise their right to revoke Section III.H.3 of this Agreement, then this Agreement shall become effective on the date immediately following the seven-day (7) revocation period described above; and

h. Plaintiffs Fairley and Gray expressly understand that among the various rights and claims being waived by Section III.H.3 of this Agreement are those arising under the Age Discrimination in Employment Act (ADEA) of 1967 (29 U.S.C. § 621, et seq.), but that any such claims that arise after the date of this Agreement are not waived. Although Plaintiffs Fairley and Gray are releasing claims that they may have under the Older Workers Benefit Protection Act (OWBPA) and ADEA, Plaintiffs Fairley and Gray understand that they may challenge the knowing and voluntary nature of their release in Section III.H.3 of this Agreement before a court, the Equal Employment Opportunity Commission (EEOC), NLRB, or any other federal, state or local agency charged with the enforcement of such employment laws.

5. Plaintiff Demetreia Gray's Claims in Federal Case Are Expressly Excluded. To the extent such claims are not Settlement Class Released Claims and/or PAGA Released Claims, Named Plaintiff Demetreia Gray's claims alleged in the lawsuit *Gray v. DAA Draexlmaier Automotive of America LLC*, pending in the United States District Court, Northern District of California, Case No. 20-cv-05790-JCS, are expressly excluded in their entirety from Named Plaintiff's Released Claims.

I. Settlement Administrator Responsibilities

1. The Settlement Administrator shall be responsible for preparing, printing, and mailing to the Employees the Notice of Proposed Settlement of Class Action attached as **Exhibit 2** hereto (the "Class Notice") as directed by the Court; calculating Class Member Payments and Individual PAGA Payments; calculating and withholding all required state and federal taxes owed by the Settlement Class Members and PAGA Employees and Defendants; keeping track of opt-outs and objections; drafting and mailing checks to Settlement Class Members and PAGA Employees; distributing Named Plaintiff Enhancement Payments, the Class Counsel Fees Award, the Class Counsel Costs Award, the LWDA Payment, and Settlement Administration Costs; providing weekly status reports to counsel for the Parties;

1 providing a due diligence declaration for submission to the Court prior to the Final Approval
2 hearing; and for such other tasks as the Parties mutually agree or the Court orders the Settlement
3 Administrator to perform. The Parties each represent they do not have any financial interest in
4 the Settlement Administrator or otherwise have a relationship with the Settlement Administrator
5 that could create a conflict of interest.

6 2. The Settlement Administrator shall determine, with input and assistance
7 from Defendants' Counsel, the eligibility for, and the amounts of, Class Member Payments and
8 Individual PAGA Payments.

9 3. To the extent any tax returns must be filed for the Gross Settlement
10 Amount pursuant to this Settlement Agreement, the Settlement Administrator shall cause to be
11 timely and properly filed all informational and other tax returns, if any, necessary with respect to
12 the Gross Settlement Amount. Such returns shall be consistent with this paragraph. Any
13 expenses and/or costs incurred in connection with the operation and implementation of this
14 paragraph (including, without limitation, reasonable expenses of tax attorneys, accountants or
15 other designees retained by the Settlement Administrator as required for the preparation and
16 filing of tax returns described in this paragraph) shall be treated as, and considered to be, a cost
17 of administration of the Settlement and shall be paid from the Settlement Administration Costs.

18 4. No person shall have any claim against Defendants, Defendants' Counsel,
19 Named Plaintiffs, Plaintiffs, Class Counsel or the Settlement Administrator based on
20 distributions and payments made in accordance with this Settlement Agreement.

21 **J. Notice/Approval of Settlement and Settlement Implementation.** As part of
22 this Settlement, the Parties agree to the following procedures for obtaining preliminary approval
23 of the Settlement, notifying Employees, obtaining final Court approval of the Settlement, and
24 processing the settlement payments:

25 1. Preliminary Approval of Settlement

26 a. Named Plaintiffs shall reserve a hearing with the Court for a
27 motion for preliminary approval of the Settlement in the Lawsuits within fifteen (15) days of the
28 execution of this Settlement Agreement, and shall file the motion no later than sixteen (16) court

1 days prior to the reserved hearing. Named Plaintiffs shall schedule the motion for hearing on the
2 earliest date the Court has available that complies with notice requirements. Named Plaintiffs
3 shall seek the entry of a Preliminary Approval Order for: (a) conditional certification of the
4 Settlement Class for settlement purposes only, (b) Preliminary Approval of the proposed
5 Settlement Agreement, (c) setting a date for a Final Approval hearing, and, if the Lawsuits have
6 not already been consolidated by the filing of a First Amended and Consolidated Class Action
7 and PAGA Complaint, (d) granting leave to file a First Amended and Consolidated Class Action
8 and PAGA Complaint.

9 b. In conjunction with the Preliminary Approval hearing, Named
10 Plaintiffs will submit this Settlement Agreement, which sets forth the terms of this Settlement,
11 and will include proposed forms of all notices and other documents as attached hereto necessary
12 to implement the Settlement. Simultaneous with the filing of the Settlement Agreement and
13 solely for purposes of this Settlement, Named Plaintiffs will request the Court to enter the
14 Preliminary Approval order (“Preliminary Approval Order” or “Order”) (in a form to be agreed
15 upon by the Parties), preliminarily approving the Settlement, and setting a hearing date to
16 determine final approval of the Settlement. The Order shall provide for notice of the Settlement
17 and related matters to be sent to Employees as specified herein. Class Counsel will be
18 responsible for drafting all documents necessary to obtain Preliminary Approval, subject to
19 review and comment by Defendants’ counsel who shall be provided a minimum of five (5)
20 calendar days advance notice to review.

21 2. LWDA Notice. Pursuant to the PAGA, concurrently with the filing of the
22 motion for Preliminary Approval, Named Plaintiffs will, pursuant to California Labor Code §
23 2699(l), submit the Settlement to the LWDA. The Parties intend and believe that the submission
24 pursuant to the procedures described in this section complies with the requirements of the
25 PAGA.

26 3. Notice to Class Members and PAGA Employees.

27 a. Delivery of the Employee List. Within twenty-one (21) days of
28 entry of the preliminary approval order of this Settlement, Defendants will provide the

1 Employee List to the Settlement Administrator, which shall be used solely for the administration
2 of this Settlement and for no other purpose, and shall not be shared with any persons or entity
3 not employed by the Settlement Administrator and working on the administration of this
4 Settlement. Because Employees' sensitive personal information is included in the Employee
5 List, the Settlement Administrator shall maintain the Employee List securely and in confidence.
6 Access to such Employee List shall be limited to employees of the Settlement Administrator
7 with a need to use the Employee List for administration of the Settlement. In the event that the
8 Settlement Agreement is not finally approved by the Court, or if it is in any way altered or
9 disapproved on appeal, the Settlement Administrator shall not thereafter use the Employee List,
10 and shall destroy any and all copies or versions of it (including any in electronic form).

11 b. Notice By First-Class Mail. Within fifteen (15) days after receipt
12 of the Employee List, the Settlement Administrator shall mail the Class Notice to Employees via
13 first-class regular U.S. mail. Employees will have forty-five (45) days from the mailing of the
14 Class Notice to request exclusion of or object to the Settlement ("Opt Out/Objection Period"),
15 unless the Court requires a different period, in which case the Court-sanctioned period shall
16 apply. Prior to mailing, the Settlement Administrator will perform a skip-trace search to update
17 and correct for any known or identifiable address changes. If a new address is obtained by way
18 of a returned Class Notice, the Settlement Administrator shall promptly forward the original
19 Class Notice to the updated address via first-class regular U.S. mail indicating on the original
20 Class Notice the date of such re-mailing.

21 c. Class Notice Dispute Process. Employees will have an opportunity
22 to dispute the number of Workweeks and/or Pay Periods to which they have been credited
23 (which are used to calculate the amount of their Class Member Payment and Individual PAGA
24 Payment). A dispute must: reference "*Jones, et al. v. DAA Draexlmaier of America LLC, et al.*,
25 Case No. HG20062125"; contain a statement in substance explaining that the Employee disputes
26 the number of Workweeks and/or Pay Periods credited and what the Employee contends should
27 be credited to the Employee; contain the full name, address, telephone number, and last four
28 digits of the Social Security number of the Employee; be signed by the Employee; and must be

1 postmarked on or before the last day of the Opt Out/Objection Period. The date of the postmark
2 on the return mailing envelope shall be the exclusive means used to determine whether a dispute
3 has been timely submitted. If the postmark is illegible then the dispute must arrive within seven
4 (7) days after the last day of the Opt Out/Objection Period to be considered timely. At the time
5 of submitting a dispute, Employees may enclose documentation showing that the Workweeks
6 and/or Pay Periods are inaccurate. Absent evidence rebutting Defendants' records, Defendants'
7 records will be presumed determinative. However, if an Employee produces evidence to the
8 contrary, the Settlement Administrator will evaluate the evidence submitted by the Employee
9 and will make the final decision as to the number of eligible Workweeks and/or Pay Periods that
10 should be applied and/or the amount of the Class Member Payment and Individual PAGA
11 Payment to which the Employees may be entitled. The Workweek and/or Pay Period dispute
12 must be submitted by mail to the Settlement Administrator at the specified address and
13 postmarked on or before the Opt Out/Objection Period. The date of the postmark will be the
14 exclusive means to determine whether a Workweek and/or Pay Period dispute has been timely
15 submitted. All such disputes are to be resolved not later than fourteen (14) calendar days after
16 the Opt Out/Objection Period has concluded.

17 d. Notice Satisfies Due Process. Compliance with the notice
18 procedures specified in this Settlement Agreement shall constitute due and sufficient notice to
19 Employees of this Settlement and shall satisfy the requirements of due process. Nothing else
20 shall be required of, or done by, the Parties, Class Counsel or Defendants' Counsel to provide
21 notice of the proposed Settlement. In the event the procedures in this Settlement Agreement are
22 followed and the intended recipient of a Notice of Settlement still does not receive the Notice of
23 Settlement, the intended recipient shall be a Settlement Class Member and will be bound by all
24 the terms of the Settlement and the Final Approval entered by the Court if the Settlement
25 becomes effective.

26 4. Objections or Exclusions.

27 a. Procedure for Objecting to the Class Settlement. The Notice shall
28 provide that Class Members who wish to object to the Class Settlement must submit to the

1 Settlement Administrator a written statement objecting to the Settlement, by mail, no later than
2 the last day of the Opt Out/Objection Period. A written objection must: reference *Jones, et al. v.*
3 *DAA Draexlmaier of America LLC, et al.*, Case No. HG20062125; contain a statement in
4 substance explaining that the Settlement Class Member objects to the Class Settlement and the
5 reasons for objecting; contain the full name, address, telephone number, and last four digits of
6 the Social Security number of the objecting Settlement Class Member; be signed by the
7 Settlement Class Member; and be postmarked on or before the last day of the Opt Out/Objection
8 Period. The date of the postmark on the return mailing envelope shall be the exclusive means
9 used to determine whether an objection has been timely submitted. If the postmark is illegible
10 then the objection must arrive within seven (7) days after the last day of the Opt Out/Objection
11 Period to be considered timely. No PAGA Employee may object, opt out, or otherwise be
12 excluded from the PAGA Settlement, as no such right exists under the law. The Parties will be
13 permitted to respond in writing to written objections prior to the Final Approval hearing, and to
14 respond orally to any and all objections at the Final Approval hearing. Settlement Class
15 Members may appear at the Final Approval hearing and present an objection to the Class
16 Settlement orally, so long as the Employee provides written notice, which may be by email, to
17 Class Counsel and the Court at no later than 10:00 a.m. two days prior to the date of the Final
18 Approval hearing of their intent to appear at the Final Approval hearing. Absent good cause
19 found by the Court, Settlement Class Members who fail to file and serve timely written
20 objections in the manner specified above shall be deemed to have waived any objections and
21 shall be foreclosed from making any objection (whether by appeal or otherwise) to the Class
22 Settlement.

23 b. Procedure for Requesting Exclusion from the Class Settlement.

24 The Class Notice shall provide that Class Members who wish to exclude themselves from the
25 Class Settlement must submit a signed, written statement requesting exclusion from the Class
26 Settlement, to the Settlement Administrator by mail, on or before the last day of the Opt
27 Out/Objection Period. The opt-out request must state in substance, words to the effect: “ I wish
28 to opt out of the Class Settlement in *Jones, et al. v. DAA Draexlmaier of America LLC, et al.*,

1 Case No. HG20062125. I understand that by requesting to be excluded from the Settlement
2 Class, I will not receive a Class Member Payment. I also understand that I will still receive a
3 PAGA Payment for my share of the PAGA Settlement because I cannot object or exclude
4 myself from the PAGA Settlement.” Such written request for exclusion must contain the full
5 name, address, telephone number, and last four digits of the Social Security number of the Class
6 Member requesting exclusion; be signed by the Class Member; and be postmarked on or before
7 the last day of the Opt Out/Objection Period. The date of the postmark on the return mailing
8 envelope shall be the exclusive means used to determine whether a request for exclusion has
9 been timely submitted. If the postmark is illegible then the request for exclusion must arrive
10 within seven (7) calendar days after the last day of the Opt Out/Objection Period to be
11 considered timely. Any Class Member who opts out of the Class Settlement will not be entitled
12 to any recovery under the Settlement from the Class Payout Fund and will not be bound by the
13 Class Settlement or have any right to object, appeal or comment in court on the Class
14 Settlement. Class Members who fail to submit a valid and timely request for exclusion on or
15 before the last day of the Opt Out/Objection Period shall be Settlement Class Members and shall
16 be bound by the Class Settlement. No PAGA Employee may object, opt out, or otherwise be
17 excluded from the PAGA Settlement, as no such right exists under the law.

18 c. No Solicitation of Objections or Exclusions. The Parties agree to
19 use their best efforts to carry out the terms of this Settlement. At no time shall any of the Parties
20 or their counsel seek to directly or indirectly solicit or otherwise encourage Class Members to
21 submit objections to the Class Settlement or requests for exclusion from the Class Settlement, or
22 appeal from the Court’s Final Approval Order and Judgment.

23 5. Certification Reports by the Settlement Administrator.

24 a. The Settlement Administrator will, on a weekly basis following
25 distribution of the Class Notice and up to Final Approval, provide updates to Class Counsel and
26 Defendants’ Counsel as to the number of Class Members who submitted timely and complete
27 requests for exclusions, disputes of Pay Periods and/or Workweeks, and objections. All written
28 objections shall be provided to the Parties’ counsel within five (5) calendar days of receipt by

1 the Settlement Administrator. The weekly updates shall also provide updated data on the extent
2 of Class Notices that are returned undeliverable and any re-mailing efforts.

3 b. Within five (5) business days after the last day of the Opt
4 Out/Objection Period, the Settlement Administrator will prepare a declaration to be provided to
5 Class Counsel and Defendants' Counsel for filing in support of Named Plaintiffs' motion for
6 final approval attesting to the following: (i) its mailing efforts regarding the Class Notice; (ii) its
7 receipt of any timely and complete requests for exclusion, disputes of Pay Periods and/or
8 Workweeks, and objections; (ii) its inability to deliver the Class Notice to Class Members, if
9 any; (iii) the number of Settlement Class Members; (iv) the highest and lowest estimated Class
10 Member Payment and Individual PAGA Payment, along with the estimated average Class
11 Member Payment and average Individual PAGA Payment. The Settlement Administrator will
12 also prepare and submit to Class Counsel and Defendants' Counsel for filing in support of the
13 motion for final approval any supplemental declaration as applicable.

14 6. Right of Defendants to Reject Settlement.

15 a. Option to Void Settlement. If the number of Class Members who
16 have timely submitted requests for exclusion from the Class Settlement totals more than ten
17 percent (10%) of the Class, Defendants shall have, in their sole discretion, the option to void this
18 Settlement. In order to exercise this option, Defendants must notify Class Counsel in writing
19 within fifteen (15) calendar days after the later of (1) the last day of the Opt Out/Objection
20 Period or (2) the date Defendants learn in writing from the Settlement Administrator that the
21 number of Class Members who have timely submitted requests for exclusion total in number
22 more than ten percent (10%) of the Class. Defendants shall be solely responsible for the
23 administration costs if they choose to void the Settlement.

24 b. Defendants represent that during the Settlement Period, Employees
25 worked a total of approximately Thirty Thousand Five Hundred Eighty-Four (30,584)
26 Workweeks. The number of Workweeks is material fact which Plaintiffs relied upon in reaching
27 this Agreement. Within fifteen (15) days of receipt of the Employee List, the Administrator shall
28 calculate and provide to all Parties the number of Workweeks during the Settlement Period. If

1 the Workweeks calculated by the Administrator exceed five percent (5%) of Thirty Thousand
2 Five Hundred Eighty-Four (30,584) Workweeks, or Thirty-Two Thousand One Hundred
3 Fourteen (32,114) Workweeks, the Gross Settlement Amount shall increase automatically in
4 proportion to the amount of Workweeks in excess of the Thirty-Two Thousand One Hundred
5 Fourteen (32,114) Workweeks.

6 c. Nullification of Settlement Agreement. In the event: (i) the Court
7 does not enter the Order specified herein; (ii) the Court does not finally approve the Settlement
8 as provided herein; (iii) the Court does not enter a final judgment as provided herein which
9 becomes final as a result of the occurrence of the Effective Date; or (iv) the Settlement does not
10 become final for any other reason, this Settlement Agreement shall be null and void and any
11 order or judgment entered by the Court in furtherance of this Settlement shall be treated as void
12 ab initio. In such a case, the Parties and any funds to be awarded under this Settlement shall be
13 returned to their respective statuses as of the date and time immediately prior to the execution of
14 this Agreement, the Class List in the possession of the Settlement Administrator shall be
15 returned to Defendants, and the Parties shall proceed in all respects as if this Settlement
16 Agreement had not been executed, except that any fees already incurred by the Settlement
17 Administrator shall be borne equally by the Parties. In the event an appeal is filed from the
18 Court's Final Approval Order and Judgment, or any other appellate review is sought prior to the
19 Effective Date, administration of the Settlement shall be stayed pending final resolution of the
20 appeal or other appellate review.

21 7. Final Approval Hearing and Entry of Final Judgment.

22 a. Upon expiration of the Opt Out/Objection Period, with the Court's
23 permission, a Final Approval hearing shall be conducted to determine Final Approval of the
24 Settlement along with the amount properly payable for (i) the Class Counsel Fees Award and
25 Class Counsel Costs Award, (ii) Named Plaintiffs Enhancement Payments, (iii) Settlement
26 Administrator's Costs, (iv) Class Member Payments; and (v) the Individual PAGA Payments.
27 Upon Final Approval of the Settlement by the Court at or after the Final Approval hearing, the
28 Parties shall present a proposed order granting Final Approval and judgment (in a form to be

1 agreed upon by the Parties) (“Final Approval Order and Judgment”) to the Court for its
2 approval. Class Counsel will be responsible for drafting all documents necessary to obtain Final
3 Approval, including the Final Approval Order and Judgment.

4 b. The Settlement Administrator shall keep counsel for the Parties
5 apprised of all distributions from the Qualified Settlement Account and upon completion of
6 administration of that portion of the Settlement, the Settlement Administrator shall provide
7 written certification, under penalty of perjury, of such completion to the Court and counsel for
8 all Parties.

9 c. Upon completion of administration of the Settlement, the
10 Settlement Administrator shall provide written certification, under penalty of perjury, of such
11 completion to the Court and counsel for all Parties.

12 8. Administration Costs. All of Defendants’ own legal fees, costs and
13 expenses incurred in the Lawsuits shall be borne by Defendants. As set forth above, settlement
14 administration expenses will be paid from the Settlement Administration Costs. The Parties
15 agree to cooperate in the Settlement administration process and to make all reasonable efforts to
16 control and minimize the costs and expenses incurred in administration of the Settlement.

17 **IV. Other Provisions**

18 **A. Dispute Resolution.** Except as otherwise set forth herein, all disputes regarding
19 compliance with this Agreement shall be resolved as follows:

20 1. If Named Plaintiffs or Class Counsel, on behalf of Named Plaintiffs or any
21 Employee, or Defendants at any time believe that the other Party has breached or acted contrary
22 to the Agreement, that Party shall notify the other Party in writing of the alleged violation.

23 2. Upon receiving notice of the alleged violation or dispute, the responding
24 Party shall have ten (10) calendar days to correct the alleged violation and/or respond to the
25 initiating Party with the reasons why the party disputes all or part of the allegation.

26 3. If the response does not address the alleged violation to the initiating
27 Party’s satisfaction, the Parties shall negotiate in good faith for up to ten (10) calendar days to
28 resolve their differences.

1 4. If Class Counsel and Defendants are unable to resolve their differences
2 after twenty (20) calendar days, either Party may file an appropriate motion for enforcement
3 with the Court. The briefing of such motion should be in letter brief form and shall not exceed
4 five (5) single-spaced pages (excluding exhibits).

5 **B. Attorneys' Fees.** Reasonable attorneys' fees and costs for work done in
6 resolving a dispute under this Section may be recovered by any Party that prevails under the
7 standards set forth within the meaning of applicable law.

8 **C. Publicity.** The Parties agree that neither Named Plaintiffs nor Class Counsel
9 shall issue any press release or announcement of any kind related in any way to the Settlement.
10 Named Plaintiffs and Class Counsel agree that, prior to preliminary approval of the Settlement,
11 they will keep the terms of the Settlement confidential except for purposes of communicating
12 with Named Plaintiffs only and except for undertaking the necessary submissions to the LWDA
13 that are required by the PAGA statute. Named Plaintiffs shall be informed that the Settlement is
14 confidential and shall be advised to keep the Settlement confidential. From and after
15 preliminary approval of the Settlement, Named Plaintiffs and Class Counsel may comment
16 regarding the specific terms of the Settlement only: (1) as required by law; (2) as required under
17 the terms of the Settlement; or (3) as required under counsel's duties and responsibilities as
18 Class Counsel. In all other cases, Named Plaintiffs and Class Counsel agree to limit their
19 statements regarding the terms of the Settlement, whether oral, written or electronic (including
20 without limitation on social media), to say the Lawsuits, the Fairley Action, the Gray Action,
21 and the Jones Action have been resolved and that Named Plaintiffs and Class Counsel are
22 satisfied with the terms of the Settlement. Class Counsel shall not, at any time, advertise or
23 mention the terms of the Settlement or state that they obtained a favorable settlement referencing
24 Defendants' names on personal or firm website(s); shall not discuss the terms of the Settlement
25 with media, the general public, or issue press releases; and shall limit any statements regarding
26 the terms of the Settlement to that information that is publicly available. Nothing in this
27 Paragraph is intended to interfere with Class Counsel's duties and obligations to faithfully
28 discharge their duties as Class Counsel, including but not limited to, communicating with

1 Employees regarding the Settlement and undertaking submission to the WLDA that are required
2 by the PAGA statute.

3 **D. Privacy of Documents and Information.** Named Plaintiffs and Class Counsel
4 agree that none of the documents and information provided to them by Defendants shall be used
5 for any purpose other than settlement of the Lawsuits. Named Plaintiffs and their Class Counsel
6 agree to comply with the terms of the Stipulated Protective Order entered in the Fairley Action,
7 the Gray Action, and the Jones Action.

8 **E. No Admission By the Released Parties.**

9 1. The Released Parties, including Defendants, deny any and all claims
10 alleged in the Lawsuits and deny any and all wrongdoing whatsoever. This Settlement
11 Agreement is not a concession or admission, and shall not be used against Defendants or any of
12 the Released Parties as an admission or indication with respect to any claim of any fault,
13 concession or omission by Defendants or any of the Released Parties. Whether or not the
14 Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding
15 or conduct related to this Settlement Agreement, nor any reports or accounts thereof, shall in any
16 event be offered by either Party in evidence for any purpose adverse to the Released Parties,
17 including, but not limited to, evidence of a presumption, concession, indication or admission by
18 any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage;
19 or disclosed, referred to, or offered in evidence against any of the Released Parties, in any
20 further proceeding in the Lawsuits, or any other civil, criminal or administrative action or
21 proceeding, except for purposes of settling the Lawsuits pursuant to this Settlement Agreement.

22 2. The Released Parties, including Defendants, shall have the right to use this
23 Settlement, including the releases set forth above, to defend against any claims asserted by or on
24 behalf of Employees or the LWDA, that are encompassed within the releases, whether such
25 claims are asserted in the Lawsuits or any other lawsuit.

26 **F. Exhibits and Headings.** The terms of this Settlement Agreement include the
27 terms set forth in any attached Exhibits 1-2 which are incorporated by this reference as though
28 fully set forth herein. Any Exhibits to this Settlement Agreement are an integral part of the

1 Settlement. The descriptive headings of any paragraphs or sections of this Settlement
2 Agreement are inserted for convenience of reference only and do not constitute a part of this
3 Settlement Agreement.

4 **G. Interim Stay of Proceedings.** The Parties agree to hold all proceedings in the
5 Lawsuits, except such proceedings necessary to implement and complete the Settlement, in
6 abeyance pending the Final Approval hearing to be conducted by the Court.

7 **H. Amendment or Modification.** This Settlement Agreement may be amended or
8 modified only by a written instrument signed by all Parties or their successors-in-interest.

9 **I. Entire Agreement.** This Settlement Agreement and any attached Exhibits
10 constitute the entire agreement among these Parties with respect to resolution of the Lawsuits.
11 To the extent there are any other oral or written agreements relating to the subject matter of this
12 Settlement Agreement, this Settlement Agreement controls and supersedes all such agreements.
13 No oral or written representations, warranties or inducements have been made to any Party
14 concerning this Settlement Agreement or its Exhibits other than the representations, warranties
15 and covenants contained and memorialized in this Settlement Agreement and any attached
16 Exhibits.

17 **J. Authorization to Enter Into Settlement Agreement.** Counsel for all Parties
18 warrant and represent they are expressly authorized by the Parties whom they represent and who
19 are signing this Settlement Agreement, to negotiate this Settlement Agreement and to take all
20 appropriate action required or permitted to be taken by such Parties pursuant to this Settlement
21 Agreement to effectuate its terms, and to execute any other documents required to effectuate the
22 terms of this Settlement Agreement. The Parties and their counsel will cooperate with each
23 other and use their best efforts to effect the implementation of the Settlement.

24 **K. Binding on Successors and Assigns.** This Settlement Agreement shall be
25 binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as
26 previously defined.
27
28

1 **L. California Law Governs.** All terms of this Settlement Agreement and the
2 Exhibits hereto shall be governed by and interpreted according to the laws of the State of
3 California.

4 **M. Counterparts.** This Settlement Agreement may be executed in one or more
5 counterparts. All executed counterparts, including electronic (e.g., DocuSign), facsimile, and
6 scanned copies of the signature page, will be deemed to be one and the same instrument.

7 **N. This Settlement is Fair, Adequate and Reasonable.** The Parties believe this
8 Settlement is a fair, adequate and reasonable settlement of the Lawsuit and have arrived at this
9 Settlement in arms-length negotiations, taking into account all relevant factors, present and
10 potential. This Settlement was reached after extensive negotiations and mediation with a well-
11 renowned class action mediator.

12 **O. Jurisdiction.** The Court shall retain jurisdiction with respect to the interpretation,
13 implementation and enforcement of the terms of this Settlement Agreement and all orders and
14 judgments entered in connection therewith, and the parties and their counsel hereto submit to the
15 jurisdiction of the Court for purposes of interpreting, implementing and enforcing the settlement
16 embodied in this Settlement Agreement and all orders and judgments entered in connection
17 therewith.

18 **P. Cooperation and Drafting.** The Parties agree that the terms and conditions of
19 this Settlement Agreement are the result of lengthy, intensive arm's-length negotiations between
20 the Parties, . Each of the parties has cooperated in the drafting and preparation of this Settlement
21 Agreement. Hence, in any construction made to this Settlement Agreement, the same shall not
22 be construed against any of the Parties. This Settlement shall not be construed in favor of or
23 against any Party by reason of the extent to which any Party or his, her, or its counsel
24 participated in the drafting of this Settlement Agreement

25 **Q. Invalidity of Any Provision.** Before declaring any provision of this Settlement
26 Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest
27 extent possible consistent with applicable precedents so as to define all provisions of this
28 Settlement Agreement valid and enforceable.

1 **R. Named Plaintiffs Shall Not Opt Out of the Settlement.** Named Plaintiffs agree
2 to sign this Settlement Agreement, and by signing this Settlement Agreement are bound by the
3 terms herein, including without limitation the general release set forth above subject to the
4 occurrence of the Effective Date and Defendants' full payment of all sums due hereunder.
5 Named Plaintiffs shall retain their rights to participate as Employees under this Settlement
6 Agreement, and agree that they may not opt out of the Settlement Class.

7 **S. Parties Represented by Counsel.** The Parties hereby acknowledge that they have
8 been represented in negotiations for and in the preparation of this Agreement by independent
9 counsel of their own choosing, they have read this Agreement and have had it fully explained to
10 them by such counsel, and they are fully aware of the contents of this Agreement and of its legal
11 effect.

12 **T. Voluntary Agreement.** This Settlement Agreement is executed voluntarily and
13 without duress or undue influence on the part of or on behalf of either Party, or of any other
14 person, firm, or entity. Each Party has made such investigation of the facts pertaining to this
15 Settlement Agreement and of all other matters pertaining hereto as he, she, or it deems
16 necessary.

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LIST OF EXHIBITS

- 1. First Amended and Consolidated Class Action and PAGA Complaint
- 2. Class Notice

1 Dated: June 2, 2022

LAWYERS *for* JUSTICE, PC

2
3 By:



EDWIN AIWAZIAN
JOANNA GHOSH

Attorneys for Plaintiff
EDDIE FAIRLEY

4
5
6
7 Dated: June ___, 2022

MATERN LAW GROUP, PC

8
9 By:

MATTHEW J. MATERN
KAYVON SABOURIAN
LAUNA ADOLPH

Attorneys for Plaintiff
DEMETREIA GRAY

10
11
12
13 Dated: June ___, 2022

GAINES & GAINES, APLC

14
15 By:

DANIEL F. GAINES
ALEX P. KATOFISKY

Attorneys for Plaintiff
COREY JONES

16
17
18
19 Dated: June ___, 2022

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

20
21 By:

JENNIFER G. REDMOND
BRIAN S. FONG
LUIS F. ARIAS

Attorneys for Defendants
DAA DRAEXLMAIER AUTOMOTIVE OF
AMERICA LLC and DAN DRAEXLMAIER
AUTOMOTIVE NORTH AMERICA LLC

1 Dated: June __, 2022

LAWYERS *for* JUSTICE, PC

2
3 By: _____

EDWIN AIWAZIAN
JOANNA GHOSH

Attorneys for Plaintiff
EDDIE FAIRLEY

4
5
6
7 Dated: June 7, 2022

MATERN LAW GROUP, PC

8
9 By: _____



MATTHEW J. MATERN
KAYVON SABOURIAN
LAUNA ADOLPH

Attorneys for Plaintiff
DEMETREIA GRAY

10
11
12
13 Dated: June __, 2022

GAINES & GAINES, APLC

14
15 By: _____

DANIEL F. GAINES
ALEX P. KATOFISKY

Attorneys for Plaintiff
COREY JONES

16
17
18
19 Dated: June __, 2022

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

20
21 By: _____

JENNIFER G. REDMOND
BRIAN S. FONG
LUIS F. ARIAS

Attorneys for Defendants
DAA DRAEXLMAIER AUTOMOTIVE OF
AMERICA LLC and DAN DRAEXLMAIER
AUTOMOTIVE NORTH AMERICA LLC

1 Dated: June __, 2022

LAWYERS *for* JUSTICE, PC

2
3 By: _____

EDWIN AIWAZIAN
JOANNA GHOSH

Attorneys for Plaintiff
EDDIE FAIRLEY

4
5
6 Dated: June __, 2022

MATERN LAW GROUP, PC

7
8
9 By: _____

MATTHEW J. MATERN
KAYVON SABOURIAN
LAUNA ADOLPH

Attorneys for Plaintiff
DEMETREIA GRAY

10
11
12 Dated: June 7, 2022

GAINES & GAINES, APLC

13
14
15 By: _____

Daniel F. Gaines

DANIEL F. GAINES
ALEX P. KATOFISKY

Attorneys for Plaintiff
COREY JONES

16
17
18 Dated: June 7, 2022

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

19
20
21 By: _____

Brian Fong

JENNIFER G. REDMOND
BRIAN S. FONG
LUIS F. ARIAS

Attorneys for Defendants
DAA DRAEXLMAIER AUTOMOTIVE OF
AMERICA LLC and DAN DRAEXLMAIER
AUTOMOTIVE NORTH AMERICA LLC

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06 / 07 / 2022

Dated: June __, 2022

By: *Corey Jones*
COREY JONES

Dated: June __, 2022

By: _____
DEMETREIA GRAY

Dated: June __, 2022

By: _____
EDDIE FAIRLEY

Dated: 6/7/2022

DAA DRAEXLMAIER AUTOMOTIVE OF
AMERICA LLC and DAN DRAEXLMAIER
AUTOMOTIVE NORTH AMERICA LLC

DocuSigned by:
Vincenc Pearson
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By: Vincenc Pearson
Its: Corporate Counsel

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Dated: June ___, 2022

By: _____
COREY JONES

Jun 10, 2022
Dated: June ___, 2022

By:  _____
Antonette Gray (Jun 10, 2022 14:22 PDT)
DEMETREIA GRAY

Dated: June ___, 2022

By: _____
EDDIE FAIRLEY

Dated: June ___, 2022

DAA DRAEXLMAIER AUTOMOTIVE OF
AMERICA LLC and DAN DRAEXLMAIER
AUTOMOTIVE NORTH AMERICA LLC

By: _____
Its: _____

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Dated: June ___, 2022

By: _____
COREY JONES

Dated: June ___, 2022

By: _____
DEMETREIA GRAY

06/02/2022

Dated: June ___, 2022

By:

Electronically Signed	2022-06-02 17:36:46 UTC - 71:197.81.28
Eddie Fairley	
Nintex AssureSign®	bcd56b68-0169-4608-8993-aea80118916e

EDDIE FAIRLEY

Dated: June ___, 2022

DAA DRAEXLMAIER AUTOMOTIVE OF
AMERICA LLC and DAN DRAEXLMAIER
AUTOMOTIVE NORTH AMERICA LLC

By: _____
Its: _____

EXHIBIT A

KENNETH S. GAINES, ESQ. SBN 049045
ken@gaineslawfirm.com
DANIEL F. GAINES, ESQ. SBN 251488
daniel@gaineslawfirm.com
ALEX P. KATOFISKY, ESQ. SBN 202754
alex@gaineslawfirm.com
EVAN S. GAINES, ESQ. SBN 287668
evan@gaineslawfirm.com
GAINES & GAINES, APLC
27200 Agoura Rd., Suite 101
Calabasas, CA 91301
Telephone: (818) 703-8985
Facsimile: (818) 703-8984

Attorneys for Plaintiff Corey Jones, individually and on behalf of all similarly situated individuals, on behalf of the general public, and all “aggrieved employees” pursuant to Labor Code § 2698 *et seq.*

[ADDITIONAL COUNSEL IN FOLLOWING PAGE]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

COREY JONES, EDDIE FAIRLEY,
DEMETREIA GRAY, individually, and on
behalf of other members of the general public
similarly situated and all “aggrieved
employees” pursuant to Labor Code § 2698 *et seq.*,

Plaintiffs,

v.

DAA DRAEXLMAIER AUTOMOTIVE OF
AMERICA LLC, a South Carolina limited
liability corporation; DAN DRAEXLMAIER
AUTOMOTIVE OF NORTH AMERICA
LLC, a South Carolina limited liability
corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: HG20062125

*Assigned to the Honorable Paul D. Herbert,
Dept. 20*

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT FOR:**

**1. FAILURE TO PAY ALL WAGES
(LABOR CODE §§ 246, 510, 1197, 1197.1,
1194, 1194.2, AND 1198)**

**2. FAILURE TO PROVIDE REST
PERIODS OR COMPENSATION IN LIEU
THEREOF (LABOR CODE § 226.7; IWC
WAGE ORDER 1-2001)**

**3. FAILURE TO PROVIDE MEAL
PERIODS OR COMPENSATION IN LIEU
THEREOF (LABOR CODE §§ 226.7, 510,
512, 1174(d), AND 1194; IWC WAGE
ORDER 1-2001)**

**4. KNOWING AND INTENTIONAL
FAILURE TO COMPLY WITH
ITEMIZED EMPLOYEE WAGE
STATEMENT PROVISIONS (LABOR
CODE § 226(a), (e))**

**5. KNOWING AND INTENTIONAL
FAILURE TO KEEP REQUISITE**

PAYROLL RECORDS (LABOR CODE § 1174(d))

6. FAILURE TO REIMBURSE EXPENSES (LABOR CODE §§ 2800 AND 2802)

7. FAILURE TO PAY WAGES DUE AT SEPARATION OF EMPLOYMENT (LABOR CODE §§ 201-203)

8. FAILURE TO PAY WAGES DURING EMPLOYMENT (LABOR CODE § 204)

9. VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200

10. PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF LABOR CODE §§ 201, 202, 204, 226(a), 226.7, 510, 512, 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, AND 2802 AND PURSUANT TO LABOR CODE § 2699(a) FOR VIOLATIONS OF LABOR CODE §§ 210, 218.5, 226.3, AND 558

DEMAND FOR JURY TRIAL

Complaint Filed: May 11, 2020

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1 Plaintiffs COREY JONES, EDDIE FAIRLEY, and DEMETREIA GRAY (collectively,
2 “Plaintiffs”), individually and on behalf of all similarly situated individuals (the “Class” or “Plaintiff
3 Class”), on behalf of the general public, and as “aggrieved employees” under the Labor Code Private
4 Attorneys General Act of 2004, complain of Defendants, and each of them, as follows:

5 **I.**

6 **INTRODUCTION AND FACTUAL BACKGROUND**

7 1. This is a Class and Representative Action, pursuant to Code of Civil Procedure § 382
8 and Labor Code § 2698 *et seq.*, on behalf of Plaintiffs and all other non-exempt employees who work
9 or formerly worked for DAA DRAEXLMAIER AUTOMOTIVE OF AMERICA LLC, a South
10 Carolina limited liability corporation, DAN DRAEXLMAIER AUTOMOTIVE OF NORTH
11 AMERICA LLC, a South Carolina limited liability corporation, and any subsidiaries or affiliated
12 companies (hereinafter collectively referred to as “Defendants”) within the State of California.

13 2. For at least four (4) years prior to the filing of this action and continuing to the present
14 (the “liability period”) Defendants have had a consistent policy of failing to pay all minimum,
15 overtime, sick pay, and meal period and rest period premium wages due to Class Members (as defined
16 below); provide legally compliant meal and rest periods or compensation in lieu thereof to Class
17 Members; provide accurately itemized wage statements to Class Members; provide requisite payroll
18 records to Class Members; failing to pay all expense reimbursement due to Class Members; and to
19 timely pay wages during employment and upon separation of employment to Class Members.

20 3. Plaintiffs, on behalf of themselves and members of the Class, brings this action
21 pursuant to Labor Code §§ 201, 202, 203, 204, 210, 218.5, 226(a), 226.3, 226.7, 510, 512, 551, 552,
22 558, 1174(d), 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802 seeking compensation for all unpaid
23 wages, liquidated damages, unreimbursed expenses, statutory penalties, injunctive and other equitable
24 relief, and reasonable attorneys’ fees and costs.

25 4. Plaintiffs, on behalf of themselves and members of the Class and pursuant to Business
26 & Professions Code §§ 17200-17208, also seek injunctive relief, restitution, and disgorgement of all
27 benefits Defendants enjoyed from their failure to pay all wages and expense reimbursement to Class
28 Members.

5. Plaintiffs, on behalf of themselves and all aggrieved employees pursuant to Labor Code §§ 2698 *et seq.*, seek civil penalties for Defendants' various violations of the California Labor Code.

6. Venue is proper in this judicial district, pursuant to Code of Civil Procedure § 395 because Defendants employed Plaintiffs and Class Members in Alameda County, California.

II.

PARTIES

A. Plaintiffs

7. Plaintiff COREY JONES was employed by Defendants from March 2019 through December 2019 in Alameda County, California.

8. Plaintiff EDDIE FAIRLEY was employed by Defendants from November 2017 through July 2017 in Alameda County, California.

9. Plaintiff DEMETREIA GRAY was employed by Defendants from January 2018 through October 2019 in Alameda County, California.

During their work with Defendants, Plaintiffs were:

- a. Willfully denied the payment of all minimum, overtime, sick pay, and rest period and meal period premium wages;
- b. Willfully denied rest periods or compensation in lieu thereof;
- c. Willfully denied meal periods or compensation in lieu thereof;
- d. Willfully denied accurately itemized wage statements;
- e. Willfully denied requisite payroll records;
- f. Willfully denied the payment of all expense reimbursement due; and
- g. Denied the timely payment of wages during employment and upon separation of their employment.

B. Defendants

10. Defendant DAA DRAEXLMAIER AUTOMOTIVE OF AMERICA LLC is a South Carolina limited liability company. Defendant DAA DRAEXLMAIER AUTOMOTIVE OF

1 AMERICA LLC employed Plaintiffs and Class Members throughout the State of California,
2 including in Alameda County, California.

3 11. Defendant DAN DRAEXLMAIER AUTOMOTIVE OF NORTH AMERICA LLC is
4 a South Carolina limited liability company. Defendant DAN DRAEXLMAIER AUTOMOTIVE OF
5 NORTH AMERICA LLC employed Plaintiffs and Class Members throughout the State of California,
6 including in Alameda County, California.

7 12. The true names and capacities, whether individual, corporate, associate, or otherwise,
8 of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiffs, who
9 therefore sue Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiffs
10 are informed and believe, and based thereon allege, that each of the Defendants designated herein as
11 a DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiffs will
12 seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants
13 designated hereinafter as DOES when such identities become known.

14 13. Plaintiffs are informed and believe, and based thereon allege, that each Defendant
15 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
16 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are
17 legally attributable to the other Defendants.

18 14. The Defendants named herein as DOE 1 through DOE 10 are and were persons acting
19 on behalf of, or acting jointly with, Defendants, who violated, or caused to be violated, one or more
20 provisions of the California Labor Code as alleged herein.

21 III.

22 CLASS ACTION ALLEGATIONS

23 15. Plaintiffs brings this action on behalf of themselves, and all others similarly situated
24 as a Class Action pursuant to § 382 of the Code of Civil Procedure. Plaintiffs seek to represent the
25 following class composed of and defined as follows:

26 \\\

27 \\\

28 \\\

THE CLASS

All persons employed by Defendants in California as non-exempt employees at any time since the date four years preceding the filing of this Action to final judgment.

16. Plaintiffs reserve the right under Rule 3.765, California Rules of Court, to amend or modify this class description with greater specificity or further division into subclasses or limitation to particular issues.

17. This action has been brought and may properly be maintained as a class action under the provisions of § 382 of the Code of Civil Procedure because there is a well-defined community of interest in the litigation and the proposed Class is easily ascertainable.

A. Numerosity

18. The potential members of the Class as defined are so numerous that joinder of all the members the Class is impracticable. While the precise number of members of the Class has not been ascertained at this time, Plaintiffs are informed and believe, and based thereon allege, that Defendants currently employ, and during the relevant time periods employed, over 50 persons in the State of California who fall within the Class definition.

19. Accounting for employee turnover during the relevant period necessarily increases this number. Plaintiffs allege Defendants' employment records would provide information as to the number and location of members of the Class. Joinder of members of the Class is not practicable.

B. Commonality

20. There are questions of law and fact common to the Class that predominate over any questions affecting only individual Class Members. These common questions of law and fact include, without limitation:

- a. Whether Defendants failed to pay Plaintiffs and Class Members all wages due, in violation of Labor Code §§ 246, 510, 512, 1194, 1194.2, 1197, 1197.1, and 1198;

- 1 b. Whether Defendants failed to properly provide rest periods or compensation in
2 lieu thereof to Plaintiffs and Class Members, in violation of Labor Code §
3 226.7 and IWC Wage Order 1-2001;
- 4 c. Whether Defendants failed to properly provide meal periods or compensation
5 in lieu thereof to Plaintiffs and Class Members, in violation of Labor Code §§
6 226.7, 512, 1174(d), and IWC Wage Order 1-2001;
- 7 d. Whether Defendants required Plaintiffs and the other Class Members to work
8 over eight (8) hours per day, over forty (40) hours per week, and/or six (6)
9 consecutive days per workweek and failed to pay the legally required overtime
10 compensation to Plaintiffs and the other Class Members;
- 11 e. Whether Defendants failed to use the shift differentials/bonus wages/non-
12 discretionary bonuses/non-discretionary performance pay/other non-base
13 hourly wages to calculate the regular rate of pay used to calculate the overtime
14 rate for the payment of overtime wages where Plaintiffs and the other Class
15 Members earned shift differentials/bonus wages/non-discretionary
16 bonuses/non-discretionary performance pay/other non-base hourly wages and
17 overtime wages in the same workweek.
- 18 f. Whether Defendants failed to provide Plaintiffs and Class Members with
19 accurately itemized wage statements, in accordance with Labor Code § 226(a)
20 and (e);
- 21 g. Whether Defendants kept complete and accurate payroll records as required by
22 California Labor Code, including, *inter alia*, section 1174(d);
- 23 h. Whether Defendants failed to pay reporting time pay to Plaintiffs and the other
24 Class Members;
- 25 i. Whether Defendants failed to reimburse Plaintiffs and Class Members for
26 necessary business expenses incurred in direct consequence of the discharge
27 of their duties, in violation of Labor Code §§ 2800 and 2802;
28

- j. Whether Defendants failed to timely pay Plaintiffs and Class Members all wages due and owing at the separation of their employment, in violation of Labor Code §§ 201-203;
- k. Whether Defendants failed to timely pay all wages due to Plaintiff and the other Class Members during their employment, in violation of Labor Code § 204; and
- l. Whether Plaintiffs and Class Members are entitled to equitable relief pursuant to Business & Professions Code § 17200 *et seq.*

C. Typicality

21. The claims of the named Plaintiffs are typical of the claims of members of the Class. Plaintiffs and members of the Class sustained injuries and damages arising out of and caused by Defendants' common course of conduct in violation of laws, regulations that have the force and effect of law, and statutes as alleged herein.

D. Adequacy of Representation

22. Plaintiffs will fairly and adequately represent and protect the interests of members of the Class. Counsel who represent Plaintiffs are competent and experienced in litigating large employment class actions.

E. Superiority of Class Action

23. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all proposed members of the Class is not practicable, and questions of law and fact common to the proposed Class predominate over any questions affecting only individual members of the proposed Class. Each member of the proposed Class has been damaged and is entitled to recovery by reason of Defendants' illegal policies and/or practices.

24. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Plaintiffs are unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

\\

1 IV.

2 CAUSES OF ACTION

3 FIRST CAUSE OF ACTION

4 PLAINTIFFS AND THE CLASS AGAINST ALL DEFENDANTS

5 FAILURE TO PAY ALL WAGES

6 (LABOR CODE §§ 246, 510, 512, 1194, 1194.2, 1197, 1197.1, AND 1198 AND IWC WAGE
7 ORDER 1-2001)

8 25. Plaintiffs incorporate paragraphs 1 through 24 of this Complaint as though fully set
9 forth herein.

10 26. Labor Code § 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage
11 Order provide that it is unlawful to employ persons without compensating them at a rate of pay either
12 time-and-one-half or two-times that person’s regular rate of pay, depending on the number of hours
13 worked by the person on a daily or weekly basis.

14 27. Specifically, the applicable IWC Wage Order provides that Defendants are and were
15 required to pay Plaintiffs and the other Class Members, and working more than eight (8) hours in a
16 day, more than forty (40) hours in a workweek, and/or more than six (6) consecutive days in a
17 workweek at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day
18 or more than forty (40) hours in a workweek.

19 28. The applicable IWC Wage Order further provides that Defendants are and were
20 required to pay Plaintiffs and the other Class Members overtime compensation at a rate of two times
21 their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

22 29. Labor Code § 510 provides that, “any work in excess of eight hours in one workday
23 and any work in excess of 40 hours in any one workweek and the first eight hours worked on the
24 seventh day of work in any one workweek shall be compensated at the rate of no less than one and
25 one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day
26 shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In
27 addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated
28 at the rate of no less than twice the regular rate of pay of an employee.” Labor Code § 1194 provides

1 that “any employee receiving less than the legal minimum wage or the legal overtime compensation
2 applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount
3 of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s
4 fees, and costs of suit.”

5 30. During the liability period, Plaintiffs and the other Class Members worked in excess
6 of eight (8) hours in a day, in excess of forty (40) hours in a week, and/or in excess of six (6)
7 consecutive days in a workweek.

8 31. During the liability period, Defendants failed to properly compute shift differentials,
9 bonus wages, non-discretionary bonuses, non-discretionary performance pay and other non-base
10 hourly wages earned by Plaintiffs and Class Members into their regular rate of pay for purposes of
11 paying them overtime at the correct rates, in violation of Labor Code §§ 510, 1194, and 1198.
12 Defendants failed to properly blend shift differentials, bonus wages, non-discretionary bonuses, non-
13 discretionary performance pay and other non-base hourly wages and instead paid Plaintiffs and Class
14 Members overtime based *only* on the base hourly rate of pay, thus depriving Plaintiffs and Class
15 Members of all overtime and double time wages earned, in violation of Labor Code §§ 510, 1194,
16 and 1198. Defendants also failed to blend shift differentials, bonus wages, non-discretionary bonuses,
17 non-discretionary performance pay and other non-base hourly wages earned by Plaintiffs and Class
18 Members into their sick pay rate, yielding an underpayment, in violation of Labor Code §§ 246, 510,
19 1194, and 1198. Defendants also failed to blend shift differentials, bonus wages, non-discretionary
20 bonuses, non-discretionary performance pay and other non-base hourly wages earned by Plaintiffs
21 and Class Members into their meal period premium pay rate, yielding an underpayment of wages, in
22 violation of Labor Code §§ 510, 512, 1194, and 1198.

23 32. Furthermore, Defendants also fail to pay all minimum wages due and owing to
24 Plaintiffs and Class Members, in violation of Labor Code §§ 1194, 1197, 1197.1, and 1198 and IWC
25 Wage Order No. 1-2001 § 4.

26 33. Pursuant to California Labor Code §§ 1194 and 1197 and IWC Wage Order No. 1-
27 2001 § 4, payment to an employee of less than the applicable minimum wage for all hours worked in
28 a payroll period is unlawful.

34. During the liability, Defendants knew or should have known that Plaintiffs and the other Class Members performed work off the clock for which they were not compensated.

35. During the liability period, Defendants knew or should have known that Plaintiffs and the other Class Members were entitled to pay equal to half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for each workday in which Plaintiffs and the other Class Members were required to report to work and were furnished less than half the usual or scheduled day's work.

36. During the liability period, Defendants knew or should have known that Plaintiffs and the other Class Members were entitled to pay equal to no less than two (2) hours at Plaintiffs' and the other Class Members regular rate of pay for each day in which Plaintiffs and the other Class Members were required to report for work a second time in one workday and were furnished less than two hours of work on the second reporting.

37. As a result of the unlawful acts of Defendants in willfully failing to pay all wages, Plaintiffs and Class Members have been deprived of wages in amounts to be determined at trial, and are entitled to restitution and recovery of such amounts, plus interest thereon, attorneys' fees, and costs pursuant to Labor Code §§ 1194, 1197, 1197.1, and 1198 and IWC Wage Order No. 1-2001, and liquidated damages in accordance with Labor Code § 1194.2.

Wherefore, Plaintiffs and the Class they seek to represent request relief as described below.

V.

SECOND CAUSE OF ACTION

PLAINTIFFS AND THE CLASS AGAINST ALL DEFENDANTS

FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF

(LABOR CODE § 226.7 AND IWC WAGE ORDER 1-2001)

38. Plaintiffs incorporate paragraphs 1 through 37 of this Complaint as though fully set forth herein.

39. Plaintiffs and Class Members are entitled to one hour of pay for each day that Defendants failed to properly provide one or more rest periods as set forth in Labor Code § 226.7 and IWC Wage Order 1-2001.

40. Defendants failed to pay premium wages to Plaintiffs and Class Members who were denied rest periods, in violation of Labor Code § 226.7 and IWC Wage Order 1-2001. Plaintiffs and Class Members were routinely unable, and not authorized, to take a 10-minute rest break for every four (4) hours of work or major fraction thereof, but were not paid premium wages of one hour's pay for each missed rest break. When rest periods were provided, Plaintiffs and Class Members were not permitted to leave the work premises, resulting in on-duty rest periods subject to Defendants' control. This violates Labor Code § 226.7 and IWC Wage Order 1-2001.

41. Pursuant to Labor Code § 226.7 and IWC Wage Order 1-2001, Plaintiffs seek the payment of all rest period compensation which Plaintiffs and Class Members are owed, according to proof.

Wherefore, Plaintiffs and the Class they seek to represent request relief as described below.

VI.

THIRD CAUSE OF ACTION

PLAINTIFFS AND THE CLASS AGAINST ALL DEFENDANTS

FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF

(LABOR CODE §§ 226.7, 512, AND 1174(d))

AND IWC WAGE ORDER 1-2001)

42. Plaintiffs incorporate paragraphs 1 through 41 of this Complaint as though fully set forth herein.

43. Plaintiffs and Class Members are entitled to one hour of pay for each day that Defendants failed to properly provide one or more meal periods as set forth in Labor Code §§ 226.7, 512 and IWC Wage Order 1-2001.

44. Defendants failed to pay premium wages to Plaintiffs and Class Members who were denied meal periods, in violation of Labor Code §§ 226.7, 512 and IWC Wage Order 1-2001. Plaintiffs and Class Members were routinely denied, and not authorized to take, an uninterrupted, timely 30-minute meal period for every shift worked exceeding five hours in duration, and a second, uninterrupted, timely 30-minute meal period for every shift worked exceeding ten hours in duration, but were not paid premium wages of one hour's pay for each missed meal period. Defendants also

1 failed to maintain meal period records showing when meal periods were taken. This violates Labor
2 Code §§ 226.7, 512, and 1174(d) and IWC Wage Order 1-2001.

3 45. Pursuant to Labor Code §§ 226.7, 512, and 1174(d) and IWC Wage Order 1-2001,
4 Plaintiffs seek the payment of all meal period compensation and wages which Plaintiffs and Class
5 Members are owed, according to proof.

6 Wherefore, Plaintiffs and the Class they seek to represent request relief as described below.

7 **VII.**

8 **FOURTH CAUSE OF ACTION**

9 **PLAINTIFFS AND THE CLASS AGAINST ALL DEFENDANTS**

10 **KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH ITEMIZED**

11 **EMPLOYEE WAGE STATEMENT PROVISIONS**

12 **(LABOR CODE § 226(a), (e))**

13 46. Plaintiffs incorporate paragraphs 1 through 45 of this Complaint as though fully set
14 forth herein.

15 47. Section 226(a) of the California Labor Code requires Defendants to provide wage
16 statements to employees. In those wage statements, Defendants must provide an accurate itemized
17 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee..., (3)
18 the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-
19 rate basis, (4) all deductions, provided that all deductions made on written orders of the employee
20 may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period
21 for which the employee is paid, (7) the name of the employee and only the last four digits of his or
22 her social security number or an employee identification number other than a social security number,
23 (8) the name and address of the legal entity that is the employer..., and (9) all applicable hourly rates
24 in effect during the pay period and the corresponding number of hours worked at each hourly rate by
25 the employee. Defendants have knowingly and intentionally failed to comply with Labor Code §
26 226(a).

27 48. Defendants failed to issue Plaintiffs and members of the Class wage statements that
28 fully and accurately itemized the requirements set forth in Labor Code § 226(a). Plaintiffs and Class

1 Members were not paid with all wages due, including all overtime and double-time wages due,
2 premium meal and rest period wages due, and reporting time pay due, as detailed above, such that
3 their wage statements failed to accurately set forth all gross wages earned, in violation of Labor Code
4 § 226(a)(1), the total hours worked, in violation of Labor Code § 226(a)(2), net wages earned, in
5 violation of Labor Code § 226(a)(5), and all applicable hourly rates in effect during the pay period
6 and the corresponding number of hours worked, in violation of Labor Code § 226(a)(9). Separately,
7 Defendants paid Plaintiffs and Class Members shift differential wages (“Ca Shift Diff O”) at a rate of
8 \$1.50 and meal period penalty wages (“Camealpenalty”) at a rate of \$1.00. When shift differential
9 wages and meal period penalty wages are paid, among other categories of compensation, additional
10 hours worked are listed on the wage statements that are already encompassed in the listed hours
11 worked at the base rates of pay. Adding up the total hours worked as set forth on the wage statement
12 does not yield the correct number of actual hours worked by the employee. It is impossible to ascertain
13 total hours worked from the wage statements alone because of the multiple conflicting entries. The
14 wage statements also separately violate Labor Code § 226(a)(9) because they list inaccurate rates of
15 pay. For example, Plaintiffs’ wage statements include rate entries for “Ca Shift Diff O” at \$1.50 and
16 “Camealpenalty” at \$1.00, both of which are inaccurate.

17 49. As a consequence of Defendants’ willful conduct in failing to provide Class Members
18 with accurate itemized wage statements, Plaintiffs and members of the Class have been injured
19 because they have not been paid all wages due and were issued wage statements which do not reflect,
20 and fail to state, all information required by Labor Code § 226(a). The missing information cannot be
21 discerned at all from the face of the wage statements themselves. As a result, Plaintiffs and Class
22 Members are entitled to penalties pursuant to Labor Code § 226(e) to recover the greater of all actual
23 damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each
24 violation in a subsequent pay period, not exceeding an aggregate penalty of \$4,000 per employee, and
25 are entitled to an award of costs and reasonable attorneys’ fees pursuant to Labor Code § 226(h).

26 Wherefore, Plaintiffs and the Class they seek to represent request relief as described below.

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28 \\\

VIII.

FIFTH CAUSE OF ACTION

PLAINTIFFS AND THE CLASS AGAINST ALL DEFENDANTS

KNOWING AND INTENTIONAL FAILURE TO KEEP REQUISITE PAYROLL

RECORDS (LABOR CODE § 1174(d))

50. Plaintiffs incorporate paragraphs 1 through 49 of this Complaint as though fully set forth herein.

51. Pursuant to California Labor Code § 1174(d), an employer shall keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years.

52. Defendants have intentionally and willfully failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Plaintiffs and the other Class Members.

53. As a result of Defendants' violation of California Labor Code § 1174(d), Plaintiffs and the other Class Members have suffered injury and damages to their statutorily-protected rights.

54. More specifically, Plaintiffs and the other Class Members have been injured by Defendants' intentional and willful violation of California Labor Code section 1174(d) because they were denied both their legal right and protected interest, in having available, accurate and complete payroll records pursuant to California Labor Code section 1174(d).

Wherefore, Plaintiffs and the Class they seek to represent request relief as described below.

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IX.

SIXTH CAUSE OF ACTION

PLAINTIFFS AND THE CLASS AGAINST ALL DEFENDANTS

FAILURE TO REIMBURSE EXPENSES (LABOR CODE §§ 2800 AND 2802)

55. Plaintiffs incorporate paragraphs 1 through 54 of this Complaint as though fully set forth herein.

56. Pursuant to California Labor Code §§ 2800 and 2802, Defendants are required to fully reimburse Plaintiffs and Class Members for all out-of-pocket expenses incurred by them in the performance of their job duties.

57. As a proximate result of the aforementioned violations, Plaintiffs and members of the Class have been damaged in an amount according to proof at the time of trial.

58. Pursuant to Labor Code §§ 2800 and 2802, Plaintiffs and members of the Class are entitled to recover from Defendants the full amount of the expenses they incurred in the performance of their job duties that have not been reimbursed, plus interest, reasonable attorney's fees, and costs of suit.

Wherefore, Plaintiffs and the Class they seek to represent request relief as described below.

X.

SEVENTH CAUSE OF ACTION

PLAINTIFFS AND THE CLASS AGAINST ALL DEFENDANTS

FAILURE TO TIMELY PAY WAGES DUE AT SEPARATION OF EMPLOYMENT

(LABOR CODE §§ 201-203)

59. Plaintiffs incorporate paragraphs 1 through 58 of this Complaint as though fully set forth herein.

60. California Labor Code § 201 and § 202 require Defendants to pay employees all wages due within 72 hours after resignation of employment or the day of termination of employment. Labor Code § 203 provides that if an employer willfully fails to timely pay such wages, the employer must,

1 as a penalty, continue to pay the subject employee's daily wages until the back wages are paid in full
2 or an action is commenced. The penalty cannot exceed 30 days of wages.

3 61. More than 30 days have passed since Plaintiffs and certain Class Members have left
4 Defendants' employ.

5 62. As a consequence of Defendants' willful conduct in not paying wages owed timely
6 upon separation of employment, Plaintiffs and certain Class Members are entitled to up to 30 days'
7 wages as a penalty under Labor Code § 203 for Defendants' failure to timely pay legal wages at
8 separation of employment.

9 Wherefore, Plaintiffs and the Class they seek to represent request relief as described below.

10 **XI.**

11 **EIGHTH CAUSE OF ACTION**

12 **PLAINTIFFS AND THE CLASS AGAINST ALL DEFENDANTS**

13 **FAILURE TO PAY ALL WAGES DUE DURING EMPLOYMENT (LABOR CODE § 204)**

14 63. Plaintiffs incorporate paragraphs 1 through 62 of this Complaint as though fully set
15 forth herein.

16 64. California Labor Code § 204 provides that all wages earned by any person in any
17 employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages
18 due upon termination of an employee, are due and payable between the 16th and the 26th day of the
19 month during which the labor was performed.

20 65. California Labor Code § 204 provides that all wages earned by any person in any
21 employment between the 16th and the last day, inclusive, of any calendar month, other than those
22 wages due upon termination of any employee, are due and payable between the 1st and the 10th of
23 the following month.

24 66. California Labor Code § 204 provides that all wages earned for labor in excess of the
25 normal work period shall be paid no later than the payday for the next regular payroll period.

26 67. During the liability period, Defendants intentionally and willfully failed to pay
27 Plaintiffs and the other Class Members all wages due to them, within any time period permissible
28 under California Labor Code § 204.

68. Plaintiffs and the other Class Members are entitled to recover all remedies available for violations of California Labor Code § 204.

Wherefore, Plaintiffs and the Class they seek to represent request relief as described below.

XII.

NINTH CAUSE OF ACTION

PLAINTIFFS AND THE CLASS AGAINST ALL DEFENDANTS

UNFAIR COMPETITION PURSUANT TO

BUSINESS & PROFESSIONS CODE § 17200 ET SEQ.

69. Plaintiffs incorporate paragraphs 1 through 68 of this Complaint as though fully set forth herein.

70. This is a Class Action for Unfair Business Practices. Plaintiffs, on their own behalf and on behalf of the general public, and on behalf of others similarly situated, bring this claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of all Defendants as alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiffs, the general public, and members of the Class. Plaintiffs seek to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

71. Plaintiffs are “persons” within the meaning of Business & Professions Code § 17204, and therefore has standing to bring this cause of action for injunctive relief, restitution, and other appropriate equitable relief.

72. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair business practices.

73. Wage and hour laws express fundamental public policies. Properly providing employees with all wages due and reimbursing all business expenses incurred are fundamental public policies of this State and of the United States. Labor Code § 90.5(a) articulates the public policies of this State to enforce vigorously minimum labor standards, to ensure that employees are not required or permitted to work under substandard and unlawful conditions, and to protect law-abiding employers and its employees from competitors who lower their costs by failing to comply with minimum labor standards.

1 74. Defendants have violated statutes and public policies. Through the conduct alleged
2 in this Complaint, Defendants, and each of them, have acted contrary to these public policies, have
3 violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair
4 business practices in violation of Business & Professions Code § 17200 *et seq.* depriving Plaintiffs,
5 and all persons similarly situated, and all interested persons of rights, benefits, and privileges
6 guaranteed to all employees under law.

7 75. Defendants' conduct, as alleged herein, constitutes unfair competition in violation of
8 §17200 *et seq.* of the Business & Professions Code.

9 76. Defendants, by engaging in the conduct herein alleged, either knew or in the exercise
10 of reasonable care should have known that the conduct was unlawful. As such, it is a violation of §
11 17200 *et seq.* of the Business & Professions Code.

12 77. As a proximate result of the above-mentioned acts of Defendants, Plaintiffs and others
13 similarly situated have been damaged in a sum as may be proven.

14 78. Unless restrained by this Court, Defendants will continue to engage in the unlawful
15 conduct, as alleged above. Pursuant to Business & Professions Code § 17200 *et seq.*, this Court
16 should make such orders or judgments, including the appointment of a receiver, as may be necessary
17 to prevent the use or employment, by Defendants, its agents, or employees, of any unlawful or
18 deceptive practice prohibited by the Business & Professions Code, and/or, including but not limited
19 to, disgorgement of profits which may be necessary to restore Plaintiffs and Class Members to the
20 money Defendants have unlawfully failed to pay.

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XIII.

TENTH CAUSE OF ACTION

**PLAINTIFFS AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS
PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF
LABOR CODE §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512, 551, 552, 1174(d), 1194, 1197,
1197.1, 1198, 2800, AND 2802 AND PURSUANT TO LABOR CODE § 2699(a) FOR
VIOLATIONS OF LABOR CODE §§ 210, 218.5, 226.3, AND 558**

79. Plaintiffs incorporate paragraphs 1 through 78 of this Complaint as though fully set forth herein.

80. As a result of the acts alleged above, including the Labor Code violations set forth herein, Plaintiffs seek penalties pursuant to Labor Code § 2698 *et seq.* Further, Plaintiffs allege that Defendants fail to pay Plaintiffs and other Aggrieved Employees all wages timely during their employment, in violation of Labor Code §§ 204 and 210. Defendants paid Plaintiffs and other Aggrieved Employees on a bi-weekly basis, but failed to issue them their wages within seven calendar days of the conclusion of the payroll period, as required by Labor Code § 204(d). Instead, wages were issued eight or more days after the conclusion of the pay period. This subjects Defendants to penalties as authorized by Labor Code § 210.

81. For each such violation, Plaintiffs and all other Aggrieved Employees are entitled to penalties in an amount to be shown at the time of trial subject to the following formula:

- a. Pursuant to Labor Code § 2699(f), \$100 for each initial violation and \$200 for each subsequent violation of Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512, 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802; and
- b. Pursuant to Labor Code § 2699(a), the penalties set forth in Labor Code §§ 210, 218.5, 226.3, and 558.

82. Penalties recovered will be allocated 75% to the Labor and Workforce Development Agency, and 25% to the affected employees.

83. On February 27, 2020, Plaintiff Jones sent letters, by online submission to the LWDA and by certified mail, return receipt requested, to Defendants setting forth the facts and theories of the violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.*

84. On June 17, 2020, Plaintiff Fairley sent a letter, by online submission to the LWDA and by certified mail, return receipt requested, to Defendants setting forth the facts and theories of the violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.*

85. On May 28, 2020, Plaintiff Gray sent a letter, by online submission to the LWDA and by certified mail, return receipt requested, to Defendants setting forth the facts and theories of the violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.*

86. Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiffs from the LWDA within sixty-five (65) calendar days of February 27, 2020, June 17, 2020, and May 28, 2020. Plaintiffs may therefore commence this action to seek civil penalties pursuant to Labor Code § 2698 *et seq.*

Wherefore, Plaintiffs and the Aggrieved Employees they seek to represent request relief as described below.

XIV.

RELIEF REQUESTED

WHEREFORE, Plaintiffs pray for the following relief:

1. For compensatory damages pursuant to Labor Code §§ 246, 510, 512, 1194, 1194.2, 1197.1, and 1198 in the amount of all unpaid minimum, overtime, sick pay, and rest period and meal period premium wages due to Plaintiffs and Class Members;

2. For compensatory damages in the amount of one hour of wages for each day on which a meal and/or rest period was not properly provided to Plaintiffs and Class Members pursuant to Labor Code § 226.7;

3. For penalties pursuant to Labor Code § 226(e) for Plaintiffs and Class Members;

4. For penalties pursuant to Labor Code §§ 203 and 204 for Plaintiffs and Class Members who are no longer employed by Defendants;

- 1 5. For reimbursement of all expenses incurred by Plaintiffs and Class Members pursuant
2 to Labor Code § 2802;
- 3 6. An award of prejudgment and post-judgment interest;
- 4 7. For restitution for unfair competition pursuant to Business & Professions Code §
5 17200 *et seq.* for Plaintiffs and Class Members;
- 6 8. For civil penalties pursuant to Labor Code § 2698 *et seq.* for Plaintiffs and all other
7 Aggrieved Employees;
- 8 9. An award providing for payment of costs of suit pursuant to Labor Code § 2699(g)(1)
9 and other applicable law;
- 10 10. An award of attorneys' fees pursuant to Labor Code § 2699(g)(1) and other applicable
11 law; and
- 12 11. Such other and further relief as this Court may deem just and proper.

13 Dated: May 6, 2022

Respectfully submitted,

14
15 GAINES & GAINES
A Professional Law Corporation

16
17 By: _____
18 DANIEL F. GAINES
19 EVAN S. GAINES
Attorneys for Plaintiff Corey Jones

20 Dated: May 6, 2022

LAWYERS *for* JUSTICE, PC

21
22 By: _____
EDWIN AIWAZIAN
23 Attorney for Plaintiff Eddie Fairley

24 Dated: May 6, 2022

MATERN LAW GROUP, PC

25
26 By: _____
27 MATTHEW J. MATERN
LAUNA ADOLPH
28 KAYVON SABOURIAN
Attorneys for Plaintiff Demetrea Gray

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a trial of their claims by jury to the extent authorized by law.

Dated: May 6, 2022

Respectfully submitted,

GAINES & GAINES
A Professional Law Corporation

By: _____
DANIEL F. GAINES
EVAN S. GAINES
Attorneys for Plaintiff Corey Jones

Dated: May 6, 2022

LAWYERS *for* JUSTICE, PC

By: _____
EDWIN AIWAZIAN
Attorney for Plaintiff Eddie Fairley

Dated: May 6, 2022

MATERN LAW GROUP, PC

By: _____
MATTHEW J. MATERN
LAUNA ADOLPH
KAYVON SABOURIAN
Attorneys for Plaintiff Demetreia Gray

EXHIBIT B

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION

ALAMEDA COUNTY SUPERIOR COURT

To: All persons directly employed by DAA Draexlmaier Automotive of America LLC. and DAN Draexlmaier Automotive of America LLC. in a non-exempt position in California from May 11, 2016 to June 26, 2021.

You are receiving this Notice because a proposed settlement has been reached in the following cases pending in the Superior Court of California, County of Alameda: (1) *Corey Jones v. DAA Draexlmaier Automotive of America LLC*, Case No. HG20062125; (2) *Eddie Fairley v. DAA Draexlmaier Automotive of America LLC and DAN Draexlmaier Automotive of America LLC*, Case No. RG20073122; and (3) *Demetreia Gray v. DAA Draexlmaier Automotive of America LLC*, Case No. RG20072329. These cases were consolidated as *Corey Jones, Eddie Fairley, Demetreia Gray v. DAA Draexlmaier Automotive of America LLC. and DAN Draexlmaier Automotive of America LLC.*, Case No. HG20062125 (the “Lawsuit”). You may be entitled to benefits as a member of the Settlement Class if the Court approves the Settlement described in this Notice. Your options with respect to the Settlement are explained in further detail below.

THIS NOTICE AFFECTS YOUR LEGAL RIGHTS.
PLEASE READ IT CAREFULLY.

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

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT ARE:	
Do Nothing	If you want to participate and receive your share of the money from the settlement, you do <u>not</u> need to do anything. If you do nothing, you will be mailed a settlement payment and you will be releasing certain claims.
Object	If you want to object to the settlement, submit a letter in writing or appear at the final hearing and tell the Court the reason(s) why you think the settlement should not be approved.
Exclude Yourself	If you exclude yourself (or “opt-out”) from the class settlement, you will not receive any share of the money from the class settlement, but you will still be paid a share of the civil penalties recovered under the Private Attorneys General Act (PAGA) and be bound by a release of these claims for civil penalties.

YOUR RIGHTS AND OPTIONS AND THE DEADLINES TO EXERCISE

THEM ARE EXPLAINED IN THIS NOTICE

WHAT IS THIS NOTICE ABOUT?

A proposed settlement (the “Settlement”) has been reached jointly between Plaintiffs Corey Jones, Eddie Fairley, and Demetreia Gray (collectively “Plaintiffs”) and Defendants DAA Draexlmaier Automotive of America LLC. (“DAA”) and DAN Draexlmaier Automotive of America LLC. (“DAN”) (collectively “Defendants”) in a consolidated proposed class action and Private Attorneys General Act (“PAGA”) action, pending in the Alameda County Superior Court, brought on behalf of all persons employed by Defendants in California as non-exempt employees at any time from May 11, 2016 through June 26, 2021 (the “Settlement Class”).

On **INSERT DATE**, the Court preliminarily approved the proposed Settlement and certified the Settlement Class for purposes of settlement only. You have received this Notice because Defendants’ records indicate that you are a member of the Settlement Class. This Notice is designed to inform you of how you can participate in the Settlement, request to be excluded from the non-PAGA portion of the Settlement (the “Class Settlement”), or object to the Class Settlement. **Unless you submit a request to be excluded from the Class Settlement, the Class Settlement, if finally approved by the Court, will be binding on you.**

WHAT ARE THESE LAWSUITS ABOUT?

On May 11, 2020, Mr. Jones, a former DAA employee, filed a wage and hour PAGA action against DAA in the Superior Court of California, Alameda County, Case No. HG20062125, on behalf of current and former non-exempt DAA employees who worked for DAA in California (the “*Jones Action*”).

On August 24, 2020, Mr. Gray, another former DAA employee, filed a separate wage and hour putative class action and PAGA action against DAA in the Superior Court of California, Alameda County, Case No. RG20072329, on behalf of current and former non-exempt DAA employees who worked for DAA in California (the “*Gray Action*”).

On September 3, 2020, Mr. Fairley, another former DAA employee, filed a separate wage and hour putative class action and PAGA action against DAA and DAN in the Superior Court of California, Alameda County, Case No. RG20073122, on behalf of current and former non-exempt DAA employees who worked for DAA in California (the “*Fairley Action*”).

On **INSERT DATE**, the Court consolidated the *Jones Action*, the *Gray Action*, and the *Fairley Action*, which make up the Lawsuit. Together, Plaintiffs allege Defendants failed to properly compensate employees for all time worked, including minimum wages and overtime, for missed meal and rest periods, and for sick pay; failed to reimburse business expenses incurred by employees; failed to timely pay wages during employment; failed to provide employees with accurate wage statements; failed to pay separated employees all compensation due in a timely manner; failed to keep requisite payroll records; and engaged in unfair competition. The Lawsuit seeks compensatory damages, liquidated damages, penalties, interest, and attorneys’ fees and costs, restitution, and injunctive relief.

Defendants deny all allegations in their entirety, vigorously maintain that Defendants pay their employees properly under the law, and asserted numerous affirmative defenses to the *Jones*, *Gray*, and *Fairley* allegations.

The parties conducted a significant investigation of the facts and law during the prosecution of the Lawsuit, including the exchange of information and documents. The parties held numerous meetings and informal conferences wherein they exchanged information and theories of the respective cases. The parties participated in a mediation and subsequent settlement discussions and reached the Settlement. The Settlement resolves all claims, and claims that could have been reasonably brought, in the Lawsuit.

This Settlement represents a compromise and settlement of highly disputed claims. Nothing in this Notice is intended or will be construed as an admission by Defendants that Plaintiffs' claims in the Lawsuit have merit or that Defendants has any liability to Plaintiffs or the Settlement Class on those claims.

The Parties and their counsel have concluded that the Settlement is fair, reasonable and adequate, considering the costs, interruptions, risks and uncertainties to each side of continued litigation and Plaintiffs and their counsel believe the Settlement is in the best interests of members of the Settlement Class ("Settlement Class Members").

WHO IS INCLUDED IN THE SETTLEMENT?

You are included in the Settlement Class if you fall within the following definition:

All persons directly employed by DAA or DAN in a non-exempt position in California from May 11, 2016 through June 26, 2021.

WHO IS CLASS COUNSEL?

Daniel Gaines, Alex Katofsky, and Evan Gaines of Gaines & Gaines, APLC, are counsel for Plaintiff Corey Jones; Matthew Matern, Launa Adolph, and Kayvon Sabourian, of Matern Law Group, PC, are counsel for Plaintiff Demetreia Gray; and Edwin Aiwazian, Joanna Gosh, and Charles Sweeny, of Lawyers for Justice, PC, are counsel for Plaintiff Eddie Fairley (together, "Class Counsel").

SUMMARY OF THE SETTLEMENT

WHAT ARE THE BENEFITS OF THE SETTLEMENT?

1. Defendants will pay a Gross Settlement Amount of \$1,475,000.00 to settle the Lawsuit. The Gross Settlement Amount will fund all payments to be made under the Settlement, including payments to the Settlement Class Members, the PAGA Payment to the PAGA Employees (those Class Members employed between May 11, 2019 and June 26, 2021)

and the Labor & Workforce Development Agency (“LWDA”), the employees’ (but not the employers’) portion of payroll taxes, and all court-approved deductions including settlement administration costs, attorney’s fees, costs, and the Named Plaintiff Enhancement Payments, as described below.

Following the court-approved deductions from the Gross Settlement Amount, the remaining amount will be the Class Payout Fund, which will be distributed to Settlement Class Members who do not timely request to be excluded from the Settlement. Distributions to Settlement Class Members (the “Class Member Payments”) will be made on a pro-rata basis, based on the number of pay periods each Settlement Class Member worked from May 11, 2016 through June 26, 2021 (“Settlement Period”).

2. A Settlement Class Member need not take any further action to receive a Class Member Payment.
3. Excluded from becoming Settlement Class Members are those employees who submit valid and timely requests for exclusion pursuant to the terms and procedures of this Notice. However, employees cannot exclude themselves from the PAGA portion of the Settlement.
4. **Court-Approved Deductions.** Should the Court approve the Settlement, the following court-approved deductions shall be made from the Gross Settlement Amount:
 - a. **Class Counsel’s Fees Award and Costs Award.** Class Counsel have represented and continue to represent the Settlement Class on a contingency-fee basis. That means that attorneys’ fees are paid only if money is recovered for the Settlement Class. It is common to award attorneys’ fees as a percentage of the settlement amount negotiated by the attorneys for the Settlement Class. As part of the final approval hearing, Class Counsel, will request up to 35% of the Gross Settlement Amount for their attorneys’ fees in connection with their work in this case (the “Fees Award”), and reimbursement of their reasonable litigation costs and expenses that were advanced by Class Counsel in connection with the Lawsuit, projected not to exceed \$ 60,000 (the “Costs Award”).
 - b. **Named Plaintiff Enhancement Payments.** In addition to their Class Member Payments as Settlement Class Members, Plaintiffs will seek approval from the Court for payments of \$10,000 each (for a total of \$30,000) in consideration for their service in initiating and pursuing the Lawsuit, and undertaking the risk of liability for attorneys’ fees and expenses in the event they were unsuccessful in the prosecution of the Lawsuit. These payments, if approved by the Court, will be paid from the Gross Settlement Amount.
 - c. **PAGA Payment.** The parties will seek approval from the Court to designate \$120,000 of the Gross Settlement Amount as penalties recoverable under PAGA (the “PAGA Payment”). 75% of this amount, or \$90,000, will be paid to the LWDA, as required by law. The remaining 25% of this amount, or \$30,000 (“PAGA Settlement”), will be distributed to all “PAGA Employees,” which

includes all persons employed by DAA or DAN in a non-exempt position in California from May 11, 2019 through June 26, 2021 (“PAGA Settlement Period”) on a pro-rata basis. This PAGA Payment is separate from and paid in addition to Class Member Payments.

- d. **Settlement Administration Costs.** If approved by the Court, the reasonable costs of administering the Settlement, including the fees and expenses of ILYM Group, Inc. (the “Settlement Administrator”), which are estimated to be approximately \$12,050, will be paid out of the Gross Settlement Amount (the “Settlement Administration Costs”).

How much is my Settlement Payment?

Your total estimated number of work weeks between May 11, 2016 and June 26, 2021 is _____ and pay periods between May 11, 2019 and June 26, 2021 is _____.

Your anticipated approximate Class Settlement Payment is _____ and your anticipated approximate share of the PAGA Settlement is _____. The exact amounts of the Class Settlement Payment and PAGA Settlement share could vary, depending upon various factors, including (1) whether any Class Members dispute the number of pay periods credited to them; and (2) whether any additions or deletions are made to the number of Class Members. 50% of your Settlement Payment will be allocated as W-2 wages; 50% will be allocated as penalties and interest and expense reimbursement, subject to reporting on an IRS Form 1099 as required by law.

You are entitled to dispute the number of pay periods reported in this Notice. To submit a valid dispute, you must send a dated and signed letter stating you dispute the number of pay periods along with any supporting documentation, to the Claims Administrator so that it is **postmarked no later than _____, 2022 (45 days after this Notice was originally sent to you)**. Any dispute that is postmarked later than _____, 2022, will be late and invalid and will result in the Class Member being bound by the number of pay periods reported in this Notice.

WHAT HAPPENS IF THE COURT APPROVES THE SETTLEMENT?

Released Claims. If the Court approves the proposed Settlement, it will enter a judgment as to all Settlement Class Members who do not timely request exclusion from the Settlement. This means that Settlement Class Members, including Plaintiffs Jones, Gray, and Fairley, who do not exclude themselves, will be barred from bringing their own lawsuits for recovery against the Released Parties for any and all “Settlement Class Release Claims,” which are defined as:

- All claims alleged in the Lawsuit, all claims arising from or related to the facts, theories, or claims alleged in the Lawsuit, and any claims which could have been asserted in the Lawsuit arising from the alleged facts, claims, theories, and/or primary rights alleged to have been invaded to the fullest extent permitted by law, that arose during the Settlement Period while a Settlement Class Member was classified by DAA as non-exempt, including, but not limited to:

- Unpaid wages, including, but not limited to, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, vacation or paid time off, reporting time compensation, for time spent donning and doffing work uniforms, for time spent waiting for and/or undergoing security checks, and to pay any such compensation at the regular rate of compensation, and/or interest; for missed, late, short or interrupted meal and/or rest periods or any allegation that meal or rest periods were not provided, including any claim for any alleged failure to pay premiums for missed, late, short or interrupted meal or rest periods, or to pay such premiums at the regular rate of compensation; for reimbursement for business expenses or any other claim that Defendants allowed or required employees to bear any of the costs associated with the operation of Defendants' business, including without limitation the use of personal cell phones, tools, remote working expenses, and electrical or other costs incurred in charging company property; for inaccurate or otherwise improper wage statements and/or failure to keep or maintain accurate records; for secret underpayment of wages; for failure to pay sick leave, including that sick leave was calculated at an incorrect rate of pay; for unfair business practices arising out of or related to any or all of the aforementioned claims; for penalties arising out of or related to any or all of the aforementioned claims, including, but not limited to, recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; and for attorneys' fees and costs; and
- Any and all claims related to violations of the Wage Orders of the California Industrial Welfare Commission; and/or alleging a violation of the California Labor Code, including, but not limited to §§ 200, 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 222.5, 223, 226, 226.3, 226.7, 226.8, 227.3, 246, 246.5, 510, 511, 512, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698 *et seq.*, 2800, 2802, and derivative claims under California Business & Professions Code Sections 17200 *et seq.*

Released PAGA Claims. In addition, if the Court approves the proposed Settlement, then Plaintiffs Jones, Gray, and Fairley, as representatives of the State of California and on behalf of the LWDA and the PAGA Employees, will fully and finally release the Released Parties from any and all "PAGA Released Claims," which are defined as:

- All claims under the PAGA associated with any and all claims under PAGA arising from or related to the facts, theories, or claims alleged in the Lawsuit, including but not limited to, claims under the Private Attorneys General Act, California Labor Code § 2698, *et seq.*, that arose during employment by Defendants in California in non-exempt or hourly-paid positions during the PAGA Period for:
- Civil penalties for unpaid wages, including, but not limited to, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, vacation or paid time off, reporting time compensation, for time spent donning and doffing work uniforms, for time spent waiting for and/or undergoing security checks, and to pay any such compensation at the regular rate of compensation, and/or interest; for missed, late, short or interrupted meal and/or rest periods or any allegation that meal or rest periods were not provided, including any claim for any alleged failure to pay premiums for missed, late,

short or interrupted meal or rest periods, or to pay such premiums at the regular rate of compensation; for reimbursement for business expenses or any other claim that Defendants allowed or required employees to bear any of the costs associated with the operation of Defendants' business, including without limitation the use of personal cell phones, tools, remote working expenses, and electrical or other costs incurred in charging company property; for inaccurate or otherwise improper wage statements and/or failure to keep or maintain accurate records; for secret underpayment of wages; for failure to pay sick leave, including that sick leave was calculated at an incorrect rate of pay; for unfair business practices arising out of or related to any or all of the aforementioned claims; for penalties arising out of or related to any or all of the aforementioned claims, including, but not limited to, recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; and for attorneys' fees and costs. the claims released by the PAGA Aggrieved Employees also include any and all claims under the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* that arise out of or arise in connection with the claims and facts alleged in the Lawsuit, and any claims which could have been asserted in the Lawsuit arising from the alleged facts, theories, and/or primary rights alleged to have been invaded to the fullest extent permitted by law; and

- Any and all claims under the PAGA related to violations of the Wage Orders of the California Industrial Welfare Commission; and/or alleging a violation of California Labor Code, including, but not limited to §§ 200, 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 222.5, 223, 226, 226.3, 226.7, 226.8, 227.3, 246, 246.5, 510, 511, 512, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698 *et seq.*, 2800, and 2802.

The release of claims set forth in the Settlement excludes the release of claims not permitted by law.

WHAT HAPPENS IF THE COURT DOES NOT APPROVE THE SETTLEMENT?

If the Court does not approve the proposed Settlement, the Lawsuit will proceed as if no settlement has been attempted and there can be no assurance that the Settlement Class Members will recover more than is provided for in the Settlement or anything at all.

WHEN IS THE FINAL SETTLEMENT APPROVAL HEARING?

A hearing will be held before the Honorable Paul D. Herbert of the Alameda County Superior Court on **INSERT DATE AND TIME**, in Department 20, 1221 Oak Street, Oakland, CA 94612. The purpose of the hearing is for the Court to determine final approval of the Settlement along with the amount properly payable for (i) the Fees Award and Costs Award, (ii) Named Plaintiff Enhancement Payments, (iii) the Settlement Administration Costs, (iv) Class Member Payments; and (v) the PAGA Payments. **The time and date of this hearing may be changed without further notice. Settlement Class Members are advised to check the Settlement website at www.INSERT WEBSITE ADDRESS.com or the Court's website, detailed below, to confirm that the date and/or time of the hearing has not been changed.**

Will my decision about whether to participate in the Settlement affect my employment with DAA or DAN?

No. Defendants are prohibited by law from retaliating against any employee for participating in this Settlement.

Should I get my own lawyer in this case?

The Court has approved the law firms of Gaines & Gaines, APLC, Lawyers for Justice, PC, and Matern Law Group, PC, as Class Counsel. Class Counsel represents you and all Settlement Class Members in the Lawsuit. You also have the right to hire an attorney (at your own cost) to represent you, or to enter an appearance and represent yourself.

WHAT ARE MY OPTIONS REGARDING THE SETTLEMENT?

If you are receiving this Notice, you have the following options:

- **Participate Fully in the Settlement:** To receive a monetary payment from this settlement, Settlement Class Members are not required to do anything.
- **Request to be Excluded:** Settlement Class Members who wish to exclude themselves from the Settlement Class must submit a signed, written statement requesting exclusion from the Settlement Class on or before **INSERT DATE**. The opt-out request must state, in substance that you “wish to opt out of the Settlement Class in *Jones et al. v. DAA Draexlmaier of America LLC and DAN Draexlmaier Automotive North America LLC*, Case No. HG20062125. I understand that by requesting to be excluded from the Settlement Class, I will not receive a Class Member Payment. I also understand that I will still receive a PAGA Payments for my share of the PAGA Settlement because I cannot object or exclude myself from the PAGA Settlement.”

Such written request for exclusion must contain the name, address, telephone number and last four digits of the Social Security number of the individual requesting exclusion and the years of his or her employment by Defendants; must be returned by mail to the Settlement Administrator at the following address: **INSERT ADDRESS**; must be signed by the individual requesting exclusion; and must be postmarked on or before **[Objection/Exclusion Deadline Date]**. **The date of the postmark on the mailing envelope shall be the exclusive means used to determine whether a request for exclusion has been timely submitted.** Any person who opts-out of the Settlement Class will not be entitled to any recovery under the Class Settlement and will not be bound by the Class Settlement or have any right to object, appeal or comment thereon. Absent good cause found by the Court, individuals who fail to submit a valid and timely request for exclusion on or before **[Objection/Exclusion Deadline Date]** shall be Settlement Class Members and shall be bound by all terms of the Settlement and any final judgment entered in the Lawsuit if the Settlement is approved by the Court. Employees cannot opt-out or exclude themselves from the PAGA portion of the Settlement.

- **Object.** You can ask the Court to deny approval of the Settlement by filing an objection. **You cannot ask the Court to order a different settlement; the Court can only approve or reject the Settlement.** If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you may send a letter to the Settlement Administrator at **INSERT ADDRESS**, which should be postmarked no later than **[Objection/Exclusion Deadline Date]** and must reference *Jones, et al. v. DAA Draexlmaier of America LLC, et al.*, Case No. HG20062125; contain a statement in substance explaining that you object to the Class Settlement and the reasons for objecting; and, contain your full name, address, telephone number, last four digits of your Social Security number, and your signature. You may also appear at the final settlement approval hearing on **INSERT DATE AND TIME** in Department 20, 1221 Oak Street, Oakland, CA 94612, to tell the Court why you don't agree with the Settlement. You are urged to submit facts and evidence to support your position.

All objections, requests to appear or other documents from Settlement Class Members should be sent to the Settlement Administrator, who then packages the documents for counsel and the court.

If the Settlement Class Member satisfies the requirements to object to the Settlement, he or she may opt to appear at the Final Approval Hearing *pro se* or through his or her own attorney. Where the Settlement Class Member opts to appear through his or her own attorney, he or she is responsible for hiring and paying that attorney. Even if the Settlement Class Member does not timely submit a written objection to the Settlement Administrator, the Settlement Class Member may appear (or their representative may appear on their behalf) at the Final Approval Hearing to present to the Court oral objections or concerns with the Settlement, so long as the Settlement Class Member provides written notice, which may be by email, to Class Counsel, Defense Counsel, and the Court no later than 10:00 a.m. two days prior to the date of the Final Approval Hearing of your intent to appear at the Final Approval Hearing. You are urged to submit facts and evidence to support your position.

The Parties will be permitted to respond in writing to such objections prior to the Final Approval hearing. Absent good cause found by the Court, Settlement Class Members who fail to file and serve timely written objections in the manner specified above shall remain Settlement Class Members and shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement.

**COUNSEL FOR THE PARTIES MAY BE CONTACTED AT THE ADDRESSES
BELOW:**

DEFENSE COUNSEL

SHEPPARD MULLIN RICHTER &
HAMPTON

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Brian Fong
Luis Arias
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Telephone: (310) 531-1900

ARE THERE MORE DETAILS AVAILABLE?

This notice summarizes the proposed Settlement Agreement. For the precise terms and conditions of the settlement, please see the Settlement Agreement of Class Action and Private Attorneys General Act Claims (the “Settlement Agreement”), which is available at www. .com. You may also obtain a copy of the Settlement Agreement by contacting Class Counsel at the addresses above. The pleadings and other records in this litigation may be examined online on the Alameda County Superior Court’s website, known as ‘eCourt Public Portal,’ at <https://eportal.alameda.courts.ca.gov/>. After arriving at the website, click the ‘Searches’ link, the ‘Case Number Search’ link, and then enter “HG20062125” as the case number and click ‘Search.’ Images of every document filed in the case may be viewed through the ‘Register of Actions’ at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

For any additional inquiries concerning this case, you may also contact the Settlement Administrator, , at [INSERT CONTACT INFORMATION](#).

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE
TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**

TITLE	Settlement Agreement Jones
FILE NAME	Fairley_DAA_Settl...with Exhibits.pdf
DOCUMENT ID	874fd801670229f60cfa0dc5b36099af2a2b5d66
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

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Viewed by Corey Jones [REDACTED]



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06 / 07 / 2022

20:44:12 UTC

Signed by Corey Jones [REDACTED]



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The document has been completed.