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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN JOAQUIN

ANTHONY MASINAS, individually, and on
behalf of other members of the general public
similarly situated,

Plaintiff,

vs.

FLEETPRIDE, INC., an unknown business
entity; and DOES 1 through 100, inclusive,

Defendants.

Case No.: STK-CV-UOE-2018-0015792

Honorable Jayne Lee
Department 10C

CLASS ACTION

**DECLARATION OF EDWIN AIWAZIAN
IN SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

[Plaintiffs' Motion for Preliminary Approval of
Class Action Settlement; Declarations of Class
Counsel (Kevin T. Barnes, and Raphael A.
Katri); Declarations of Proposed Class
Representatives (Anthony Masinas and Juan
Partida); and [Proposed] Order filed
concurrently herewith]

Date: August 3, 2021
Time: 9:00 a.m.
Department: 10C

Complaint Filed: December 18, 2018
Trial Date: None Set

DECLARATION OF EDWIN AIWAZIAN

I, Edwin Aiwarzian, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers for Justice, PC, attorneys of record for Plaintiff Anthony Masinas in the case entitled *Anthony Masinas v. Fleetpride, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-0015792 (the “Masinas Action”). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

EDUCATION

2. In May of 2004, I graduated from *Pepperdine University School of Law* with a Juris Doctor degree. I have extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, I have previously served as a *pro bono* mediator for the Los Angeles County Superior Court. In October of 2000, I obtained a Litigation Paralegal Certificate from the *UCLA Extension Program*. During the summer of 2000, I studied Legal Writing at *Harvard University*. In April of 1999, I obtained a Bachelor of Arts degree in Communication with a concentration in Natural Sciences from *Pepperdine University*.

JUDICIAL EXTERNSHIPS

3. From approximately September 2002 to approximately December 2002, I served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the *United States Court of Appeals for the Ninth Circuit*. From approximately June 2002 to approximately August 2002, I served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the *California Court of Appeal for the Second Appellate District*.

LITIGATION AND CLASS ACTION EXPERIENCE

4. In December of 2004, I obtained a license to practice law from the California State Bar. From approximately December 2004 to approximately August 2008, I was employed by the law firm of *Girardi & Keese*.

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1 5. At *Girardi & Keese*, my practice focused on class actions and other complex cases
2 involving toxic torts and products liability. In addition, I gained substantial experience on cases
3 involving insurance bad faith, premises liability, and medical negligence. While employed by
4 *Girardi & Keese*, I argued approximately 100 motions, took or defended approximately 150
5 depositions, and prepared dozens of expert witnesses for deposition or trial.

6 6. Since its inception, in or around October of 2008, *Lawyers for Justice, PC* has almost
7 exclusively focused on the prosecution of consumer and employment class actions, involving
8 wage-and-hour claims, race discrimination, unfair business practices or consumer fraud.
9 Currently, we are the attorneys of record in over a dozen employment-related putative class actions
10 in both state and federal courts in the State of California. Our firm has successfully litigated cases
11 involving the executive, administrative, and other overtime exemptions to the State of California
12 and federal overtime compensation requirements. During this relatively short time, in association
13 with other law firms, we have recovered millions of dollars on behalf of thousands of individuals
14 in California.

15 **EXAMPLES OF CLASS ACTION RESULTS**

16 7. What follows are just a few examples of the type of results we have achieved on
17 behalf of our clients:

18 a) Our firm, in association with other co-counsel, represented the plaintiffs in a
19 wage-and-hour class and representative action against a major property management company
20 involving allegations of misclassification of various “manager” positions. On September 20,
21 2010, the court granted final approval of the class and representative action settlement. The Los
22 Angeles County Superior Court Case Number is BC400414.

23 b) Our firm, in association with other co-counsel, represented the plaintiffs in a
24 wage-and-hour class action against a national retailer involving allegations of misclassification of
25 the “Assistant Store Manager” position. On October 28, 2010, the court granted final approval of
26 the class action settlement. The Los Angeles County Superior Court Case Number is BC413498.

27 c) Our firm, in association with other co-counsel, represented the plaintiffs in a
28 wage-and-hour class and representative action against a national property management company

1 involving allegations of misclassification of the “Property Manager” position. On May 23, 2012,
2 the court granted final approval of the class and representative action settlement. The Los Angeles
3 County Superior Court Case Number is BC430918.

4 d) Our firm, in association with other co-counsel, represented the plaintiffs in a
5 wage-and-hour class action against a national retailer involving allegations of misclassification of
6 the “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class
7 certification. On August 26, 2013, the court granted final approval of the class action settlement.
8 The Los Angeles County Superior Court Case Number is BC424012.

9 e) Our firm, in association with other co-counsel, represented the plaintiffs in a
10 wage-and-hour class and representative action against a bank, involving allegations of
11 misclassification of the “Assistant Branch Manager” position. On August 27, 2013, the court
12 granted final approval of the class and representative action settlement. The Kern County Superior
13 Court Case Number is S-1500-CV-273194-LHB.

14 f) Our firm, in association with other co-counsel, represented the plaintiffs in a
15 wage-and-hour class and representative action against a national wholesale distributor of plumbing
16 and builder supplies, involving allegations of misclassification of multiple salaried “manager”
17 positions. On May 22, 2014, the court granted final approval of the class and representative action
18 settlement. The Sacramento County Superior Court Case Number is 34-2012-00136285.

19 g) Our firm, in association with other co-counsel, represented the plaintiffs in a
20 wage-and-hour class action involving allegations of misclassification of the “Operations Manager”
21 position. On September 16, 2014, the court granted plaintiffs’ motion for class certification. The
22 Los Angeles County Superior Court Case Number is BC478769.

23 h) Our firm, in association with other co-counsel, represented the plaintiffs in a
24 wage-and-hour class and representative action against a national retailer of household items, on
25 behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted final
26 approval of the class and representative action settlement. The San Francisco County Superior
27 Court Case Number is CGC-13-532344.

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i) Our firm, in association with other co-counsel, represented the plaintiffs in a wage-and-hour class action involving allegations of misclassification of the salaried residential “Property Manager” position. On September 17, 2015, the court granted plaintiffs’ motion for class certification. The Los Angeles County Superior Court Case Number is BC474784.

j) Our firm, in association with other co-counsel, represented the plaintiffs in a wage-and-hour class and representative action against a national retailer of upscale hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the court granted final approval of the class and representative action settlement. The Los Angeles County Superior Court Case Number is JCCP4794.

k) Our firm, in association with other co-counsel, represented the plaintiffs in a wage-and-hour class and representative action against a national retailer of apparel and fashion accessories, on behalf of non-exempt employees. On August 5, 2016, the court granted final approval of the class and representative action settlement. The Los Angeles County Superior Court Case Number is BC488069.

l) Our firm, in association with other co-counsel, represented the plaintiffs in a wage-and-hour class action against a national retailer of apparel, accessories, and home products, involving allegations of misclassification of the “Department Manager” position. On August 12, 2016, the court granted the plaintiffs’ motion for class certification in part and certified a class. The Alameda County Superior Court Case Number is RG13680477.

m) Our firm represented the plaintiffs in a representative action under the Private Attorneys General Act, against a real estate and property management company, on behalf of non-exempt employees. On November 4, 2016, the court granted approval of the settlement. The Orange County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

n) Our firm, in association with other co-counsel, represented the plaintiffs in a wage-and-hour class action against a full-service bank, on behalf of non-exempt employees. On November 18, 2016, the court granted final approval of the class action settlement. The San Francisco County Superior Court Case Number is CJC-13-004839.

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o) Our firm, in association with other co-counsel, represented the plaintiffs in a wage-and-hour class and representative action against a consumer packaging company, on behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the class and representative action settlement. The Los Angeles County Superior Court Case Number is BC590429.

p) Our firm, in association with other co-counsel, represented the plaintiffs in a wage-and-hour class and representative action against a manufacturer of food service industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final approval of the class and representative action settlement. The Orange County Superior Court Case Number is 30-2015-00810013-CU-OE-CXC.

q) Our firm represented the plaintiffs in a wage-and-hour class and representative action against a food company on behalf of non-exempt employees. On June 30, 2017, the court granted final approval of the class action settlement. The Sacramento County Superior Court Case Number is 34-2015-00175871.

r) Our firm represented the plaintiffs in a wage-and-hour class and representative action against a chocolate company on behalf of non-exempt employees. On July 19, 2017, the court granted final approval of the class and representative action settlement. The Alameda County Superior Court Case Number is RG15764300.

s) Our firm represented the plaintiffs in a wage-and-hour class and representative action against a manufacturer of plastic containers on behalf of non-exempt employees. On October 31, 2017, the court granted final approval of the class and representative action settlement. The Los Angeles County Superior Court Case Number is BC577233.

t) Our firm, in association with other co-counsel, represented the plaintiffs in a wage-and-hour class and representative action against a bank on behalf of non-exempt employees. On December 11, 2017, the court entered an order granting final approval of class and representative action settlement. The Los Angeles County Superior Court Case Number is BC569646.

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1 u) Our firm, in association with other co-counsel, represented the plaintiffs in a
2 wage-and-hour class and representative action against a property management company on behalf
3 of hourly-paid and non-exempt employees. On January 4, 2018, the court entered an order granting
4 final approval of the class and representative action settlement. The Los Angeles County Superior
5 Court Case Number is JCCP4819.

6 v) Our firm, in association with other co-counsel, represented the plaintiffs in a
7 wage-and-hour class and representative action against a global provider of flexible office space
8 solutions. On February 15, 2018, the court entered an order granting final approval of the class
9 and representative action settlement. The Los Angeles County Superior Court Case Number is
10 BC498401.

11 w) Our firm represented the plaintiffs in a wage-and-hour class and
12 representative action against a behavioral health service provider on behalf of non-exempt
13 employees. On November 13, 2018, the court granted final approval of the class and
14 representative action settlement. The Alameda County Superior Court Case Number is
15 RG16811450.

16 x) Our firm, in association with other co-counsel, represented the plaintiff in a
17 representative action under the Private Attorneys General Act, against a global provider of
18 products and services to the energy industry, on behalf of hourly-paid and non-exempt employees.
19 On November 19, 2018, the Court granted approval of the settlement. The Kern County Superior
20 Court Case Number is S-1500-CV-280215-SDC.

21 y) Our firm represented the plaintiff in a wage-and-hour class action against a
22 parking company on behalf of non-exempt employees. On September 3, 2019, the court granted
23 the plaintiff's motion for class certification and certified a class. The Santa Clara County Superior
24 Court Case Number is 16CV292208 and the Judicial Council Coordination Proceeding Number is
25 JCCP 4886.

26 z) Our firm, in association with other counsel, on behalf of the plaintiff and
27 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
28 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a

1 notable decision from the California Supreme Court clarifying the law and finding, in part, that
2 employer arbitration agreements are unenforceable where they block a PAGA claim from
3 proceeding, *ZB, N.A. v. Superior Court*, 8 Cal.5th175 (2019).

4 aa) Our firm represents the plaintiffs in a wage-and-hour class and representative
5 action against a bank on behalf of non-exempt employees. On September 27, 2019, the court
6 granted the plaintiffs' motion for class certification in part and certified a class. The Alameda
7 County Superior Court Case Number is RG15757606 and the Judicial Council Coordination
8 Proceeding Number is JCCP 4921.

9 bb) Our firm represented the plaintiffs in a wage-and-hour class and
10 representative action against a national retailer of apparel and fashion accessories, on behalf of
11 non-exempt employees. On October 9, 2019, the court granted the plaintiffs' motion for class
12 certification in part and certified a class. The Sacramento County Superior Court Case Number is
13 34-2015-00175330-CU-OE-GDS.

14 cc) Our firm represented the plaintiff in a wage-and-hour class and PAGA
15 representative action against a medical equipment supplier on behalf of non-exempt employees.
16 On February 13, 2020, the court granted the plaintiff's motion for class certification and certified
17 a class. The San Bernardino County Superior Court Case Number is CIVDS1505744.

18 dd) Our firm, in association with other counsel, represented the plaintiff in a
19 wage-and-hour class and PAGA representative action against a large national drug testing
20 laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the
21 plaintiff's motion for class certification and certified a class. The San Diego County Superior
22 Court Case Number is 37-2018-00019611-CU-OE-CTL.

23 ee) Our firm represented the plaintiffs in a wage-and-hour class and
24 representative action against a national retailer of sportswear, footwear, and camping equipment
25 on behalf of non-exempt employees. On March 16, 2020, the court granted in part the plaintiff's
26 motion for class certification and certified a class. The Riverside County Superior Court Case
27 Number is RICJCCP4930.

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ff) Our firm represented the plaintiffs in a wage-and-hour class and PAGA representative action against a plastic packaging company on behalf of non-exempt employees. On June 8, 2020, the court granted in part the plaintiffs' motion for class certification and certified a class. The San Bernardino County Superior Court Case Number is CIVDS1507361.

gg) Our firm, in association with other co-counsel, represented the plaintiffs in a wage-and-hour class action against manufacturer and supplier of power products and services on behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion for class certification and certified a class. The San Diego County Superior Court Case Number is 37-2015-00025968-CU-OE-CTL.

PRELIMINARY APPROVAL

8. Marked and attached hereto as "**EXHIBIT 1**" is the Stipulation of Class Action and PAGA Settlement ("Settlement," "Agreement," or "Settlement Agreement") entered into by and between Plaintiff Anthony Masinas and Proposed Plaintiff Juan Partida (collectively, "Plaintiffs" or "Class Representatives"), individually and on behalf of all others similarly situated and other aggrieved employees, on the one hand, and Defendant Fleetpride, Inc. ("Defendant"), on the other hand (collectively, the "Parties"). The Parties and their counsel have approved the proposed Notice of Class Action Settlement ("Notice"), which is attached to the Settlement Agreement as "Exhibit A" and respectfully request that the Court approve it as well. Plaintiffs have also drafted and the Parties have agreed to the form and content of the proposed First Amended Class Action Complaint for Damages and Enforcement under the Private Attorneys General Act, Cal. Labor Code § 2698, *et seq.* ("First Amended Complaint" or "Operative Complaint"), which is attached as "**EXHIBIT 1**" to the [Proposed] Order Granting Preliminary Approval of Class Action Settlement, filed concurrently herewith. As part of the Settlement, the Parties agreed to amend the complaint in the *Masinas* Action to add, in addition to the claims asserted in the Original Complaint, the plaintiff and claims of the *Partida* Action, for the purposes of resolution of the Actions. Class Counsel respectfully request that the Court grant leave to file the First Amended Complaint in the *Masinas* Action so that the terms of the Settlement Agreement and the intent of the Parties may be effectuated.

1 9. Based on information provided by Defendant, as of August 5, 2020, the Class was
2 estimated to consist of approximately seven hundred and sixteen (716) individuals and there were
3 approximately three hundred and sixty-one (361) Aggrieved Employees.

4 10. The effectiveness of Lawyers *for* Justice, PC, Law Offices of Kevin T. Barnes, and
5 Law Offices of Raphael A. Katri (“Class Counsel”) in prosecuting this matter has translated into
6 tangible monetary benefits for the Class Members in the following respects: (1) Class Members
7 recover over a reasonably short period of time as opposed to waiting additional years for the same,
8 or possibly worse, result; (2) a guaranteed result that compares favorably with other similar class
9 action settlements of this type given the strengths and weaknesses of the cases; and (3) significant
10 savings in Class Counsel’s fees and/or costs that would have only increased significantly had the
11 cases progressed through certification, trial, and/or appeals.

12 11. Class Counsel have litigated the matters for over two years, and were actively
13 preparing the matter for class certification and trial. The Parties have engaged in extensive
14 settlement negotiations and participated in a formal, full-day mediation conducted by David A.
15 Rotman, Esq., a well-respected mediator experienced in mediating complex labor and employment
16 matters. Prior to and during the mediation and settlement discussions, the Parties exchanged class
17 information and engaged in an extensive discussion regarding their evaluations of the cases and
18 various aspects of the cases, including but not limited to, the risks and delays of further litigation,
19 the risks to the Parties of proceeding with class certification and/or representative adjudication,
20 the law relating to off-the-clock theory, meal and rest periods, PAGA representative actions, and
21 wage-and-hour enforcement, as well as the evidence produced and analyzed, and the possibility
22 of appeals, among other things. During all settlement discussions, the Parties conducted their
23 negotiations at arm’s length in an adversarial position. Arriving at a settlement that was acceptable
24 to all Parties was not easy. Defendant and its counsel felt strongly about their ability to prevail on
25 the merits and at certification, and Plaintiffs and Class Counsel believed that they would be able
26 to obtain class certification and prevail at trial. After conducting investigations, formal and
27 informal discovery, and exchange of information, extensive settlement negotiations, and with the
28 aid of the mediator’s evaluation, the Parties have agreed that the matter is well-suited for

1 settlement given the legal issues relating to Plaintiffs' principal claims, as well as the costs and
2 risks to both sides that would attend further litigation. The Settlement is a fair, reasonable, and
3 adequate resolution of the Released Class Claims of Plaintiffs and Settlement Class Members,
4 against the Released Parties.

5 12. The Parties used the pre-mediation time to investigate the veracity, strength, and
6 scope of the claims, and Class Counsel were preparing the actions for class certification and trial.
7 Prior to engaging in mediation, Plaintiffs conducted significant investigation and formal and
8 informal discovery regarding the facts of the Actions, including and not limited to, the exchange,
9 review, and analysis of thousands of pages of documents and data obtained from Defendant and
10 other sources. Class Counsel propounded multiple sets of formal written discovery requests onto
11 Defendant, reviewed Defendant's responses and supplemental responses thereto, and noticed the
12 depositions of Defendant's Person Most Knowledgeable designees. Class Counsel also prepared
13 for and defended the deposition of Plaintiff Anthony Masinas and worked with Plaintiffs to
14 provide objections and responses to multiple sets of discovery requests that were propounded by
15 Defendant. The volume of data and documents that Class Counsel reviewed and analyzed included
16 and was not limited to: employment records of Plaintiffs and other Class Members, a detailed
17 sampling of Class Members' time and pay data, company policy acknowledgements (including,
18 but not limited to, regarding FleetPride's California Meal/Rest Break Policy and exit process),
19 internal memoranda, job descriptions, operations and employment practices (including, but not
20 limited to, the FleetPride's Employee Handbook and the FleetPride Team Member Handbook, as
21 well as a California Handbook Supplement), procedures (including, but not limited to, Defendant's
22 Distribution Center Guidelines), and policies (including, but not limited to, Defendant's policies
23 regarding Meal and Rest Periods, Recording of Hours, Pay Practices, Overtime, Call-Back/Report
24 In Pay, Payday, and Expense Reimbursement), among other information and documents. Class
25 Counsel interviewed Plaintiffs and other Class Members to gather facts and to identify potential
26 witnesses. Counsel for the Parties also met and conferred on numerous occasions, e.g., to discuss
27 issues relating to the pleadings, discovery, and the production of documents and data prior to the
28 mediation. Class Counsel also drafted pleadings and mediation brief, negotiated a Belaire West

1 notice process, and prepared for and attended court proceedings, mediation, and settlement
2 negotiations, among other tasks.

3 13. Counsel for the Parties have also invested time researching and investigating the
4 applicable law, which is constantly evolving as it relates to certification, representative PAGA
5 claims, off-the-clock theory, meal and rest periods, wage-and-hour enforcement, Plaintiffs' claims
6 and damages, and Defendant's defenses thereto, as well as facts discovered. Based on our analysis,
7 I submit that the result achieved in this litigation is fair, adequate, and reasonable.

8 14. The Settlement provides for a Total Settlement Amount of two million five hundred
9 thousand dollars (\$2,500,000.00). The Net Settlement Amount is the Total Settlement Amount
10 less the following amounts subject to approval by the Court: Attorneys' Fees and Costs to Class
11 Counsel, Enhancement Payments to Plaintiffs, Settlement Administration Costs to Settlement
12 Administrator, and PAGA Amount, of which 75% will be distributed to the Labor and Workforce
13 Development Agency ("LWDA") and 25% will be distributed to all current and former hourly
14 non-exempt individuals who are or were employed by Defendant at any time from February 13,
15 2019 through February 17, 2021 ("Aggrieved Employees"). Assuming that the amounts allocated
16 under the Settlement toward these payments are awarded by the Court, the Net Settlement Amount
17 is currently estimated to be one million four hundred fifty-five thousand dollars (\$1,455,000.00).
18 The Total Settlement Amount will be fully distributed in accordance with the terms of the
19 Settlement and there is no reversion to Defendant.

20 15. The Parties have agreed to retain Phoenix Class Action Administration Solutions
21 ("Phoenix Class Action Administration Solutions" or "Settlement Administrator") to handle the
22 notice and settlement administration. The Parties respectfully request that the Court appoint
23 Phoenix Class Action Administration Solutions to handle these procedures and serve as the
24 Settlement Administrator. Defendant will provide Phoenix Class Action Administration Solutions
25 with a list of Class Members that Defendant will compile from its records, which will include
26 each Class Member's full name, last known mailing address, Social Security Number, dates
27 worked for Defendant during the Class Period, and such other information as is necessary for the
28 Settlement Administrator to calculate Workweeks and Pay Periods (collectively, "Class List"),

1 and Phoenix Class Action Administration Solutions will calculate each Settlement Class
2 Member's estimated share of the Net Settlement Amount ("Individual Settlement Share").
3 Phoenix Class Action Administration Solutions will also receive requests for exclusion from the
4 Settlement, objections to the Settlement, and disputes regarding Workweeks; provide necessary
5 reports and declarations; calculate, subtract, and transmit necessary taxes and withholdings;
6 prepare and submit informational and other tax filings and documents; issue and transmit all
7 payments provided for by the Settlement, including and not limited to, mailing Individual
8 Settlement Share checks to the Settlement Class Members; and perform any other usual and
9 customary duties for administering a class action settlement. Settlement Administration Costs are
10 currently estimated not to exceed fifteen thousand dollars (\$15,000.00) and will be paid out of the
11 Total Settlement Amount, subject to approval of the Court.

12 16. Based on investigation and information discovered, Class Counsel believe that there
13 is sufficient evidence to support the allegations made in the lawsuits, including the allegations that
14 Defendant, with respect to Plaintiffs and the Class Members, *inter alia*, failed to properly pay
15 overtime and minimum wages and associated premium pay, failed to provide compliant meal and
16 rest periods and to pay associated premium pay, failed to timely pay wages during employment
17 and upon termination of employment, failed to provide compliant wage statements, failed to
18 maintain requisite payroll records, and failed to reimburse necessary business expenses, and
19 thereby engaged in unfair business practices and conduct giving rise to penalties recoverable under
20 the Private Attorneys General Act of 2004 (California Labor Code sections 2698, *et seq.*).
21 Plaintiffs also asserted that Class Members were expected to perform similar job duties and were
22 subject to the same or similar operations and employment policies, practices, and procedures.
23 Additionally, Plaintiffs asserted that Defendant's recordkeeping practices with respect to Plaintiffs
24 and the Class Members were substantially the same during the time period at issue. As a result,
25 Plaintiffs claim that the Class Members, were uniformly not paid all of the compensation that was
26 owed to them by Defendant since December 18, 2014. Thus, in Class Counsel's view, it is clear
27 that the outcome of this litigation would be determined by Defendant's uniform operations and
28 employment practices, policies, and procedures that Plaintiffs allege applied across its hourly-paid

1 or non-exempt employees in California during the Class Period.

2 17. Class Counsel are aware of the defenses and position of Defendant, but believe that
3 Plaintiffs could potentially obtain class certification despite many obstacles. Plaintiffs have also
4 taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties
5 and delays inherent in such litigation, including those involved in class certification and/or
6 representative adjudication. Plaintiffs further recognize the burdens of proof necessary to establish
7 liability for the claims asserted in the Actions, Defendant's defenses, and the difficulties in
8 establishing entitlement to monetary recovery. Plaintiffs have also considered the Parties'
9 settlement discussions, as well as the evaluations of the mediator, who is experienced and well-
10 regarded in complex labor and employment matters.

11 18. Defendant, on the other hand, denied and continues to deny any liability and
12 wrongdoing of any kind associated with the claims alleged in the lawsuits, and further denies that
13 the lawsuits are appropriate for class treatment or representative adjudication for any purpose other
14 than this Settlement. Defendant believes that it would ultimately succeed in the matter. Both sides
15 have also had the opportunity to interview witnesses and review documents and information
16 relating to Plaintiffs' and Class Members' employment with Defendant, and Defendant's
17 operations and employment policies, practices, and procedures. The Parties also reviewed and
18 analyzed thousands of pages of documents and data, including but not limited to a detailed
19 sampling of Class Members' time and pay information, to determine the potential value and
20 strength of the claims. The available information enabled Class Counsel to estimate the potential
21 claims of the Class and prepare damages/valuation models. Accordingly, the Parties have
22 conducted adequate investigation and discovery to be sufficiently informed of the nature and
23 extent of the Class Members' claims, and to enable both sides to fully evaluate the Settlement for
24 its fairness, adequacy, and reasonableness. The Parties have agreed that the matter is well-suited
25 for settlement given the legal issues relating to Plaintiffs' principal claims, as well as the costs and
26 risks to both sides that would attend further litigation. The Settlement takes into account the
27 strengths and weaknesses of each side's position and the uncertainty of how the cases might have
28 concluded at certification, trial, and/or appeals.

EXHIBIT 1

1 **STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

2 This Stipulation of Class Action and PAGA Settlement (“Agreement” or “Settlement
3 Agreement”) is made and entered into by and between Plaintiffs Anthony Masinas and Juan Partida
4 (together, “Plaintiffs” or “Class Representatives”), on behalf of all others similarly situated and
5 aggrieved employees, and Defendant Fleetpride, Inc. (“Defendant”) (collectively with Plaintiffs, the
6 “Parties”).

7 This Settlement Agreement shall be binding on Plaintiffs and Settlement Class Members (as
8 defined herein) and on Defendant, subject to the terms and conditions hereof and the approval of the
9 Court.

10 **RECITALS**

11 1. On December 18, 2018, Anthony Masinas filed a Class Action Complaint for Damages
12 against Defendant in the Superior Court of California for the County of San Joaquin, Case No. STK-CV-
13 UOE-2018-0015792 (“*Masinas* Action”), alleging causes of action for violation of California Labor Code
14 and California Business & Professions Code §§ 17200, *et seq.* on behalf of all current and former hourly-
15 paid or non-exempt employees who worked for Defendant within the State of California at any time since
16 December 18, 2014 for failure to pay overtime wages, failure to provide meal periods and premium
17 payments in lieu thereof, failure to provide rest periods and premium payments in lieu thereof, failure to
18 pay minimum wages, failure to timely pay wages upon termination, failure to timely pay wages during
19 employment, failure to provide compliant wage statements, failure to maintain complete and accurate
20 payroll records, and failure to reimburse necessary business expenses.

21 2. On February 13, 2020, Juan Partida provided written notice by certified mail to the Labor
22 and Workforce Development Agency and Defendant of the specific provisions of the California Labor
23 Code that Defendant violated. On April 20, 2020, Juan Partida filed a Complaint in the Superior Court of
24 California for the County of Los Angeles, Case No. 20STCV15187 (“*Partida* Action”), alleging causes
25 of action for violation of California Labor Code, California Business & Professions Code §§ 17200, *et*
26 *seq.*, and applicable Wage Order on behalf of all California citizens employed by Defendant as hourly-
27 paid non-exempt employees at any time since December 18, 2014 for failure to pay all wages (including
28 overtime, straight-time, and minimum wages), failure to provide meal periods and premium payments in

1 lieu thereof, failure to provide rest periods and premium payments in lieu thereof, failure to timely pay
2 wages upon termination, and failure to provide compliant wage statements.

3 3. The claims and plaintiff in the *Partida* Action will be added to the *Masinas* Action, and
4 the Parties agree to seek approval of the Settlement in San Joaquin County Superior Court in the *Masinas*
5 Action. The *Partida* Action will be dismissed without prejudice in Los Angeles County Superior Court,
6 and for settlement purposes, Plaintiff Masinas will seek to file an amended complaint in San Joaquin
7 County Superior Court that adds in Plaintiff Partida as a named plaintiff, and adds in Plaintiff Partida's
8 claims (to the extent different from those already asserted in the *Masinas* Action). Defendant agrees not
9 to object to the filing of an amended complaint in San Joaquin County Superior Court for settlement
10 purposes only. If the Court does not grant approval of the Settlement, the Parties will revert to their
11 respective positions prior to the execution of the Memorandum of Understanding on January 7, 2021, and
12 Defendant agrees that Plaintiff Partida will be permitted to re-file and re-commence litigation in Los
13 Angeles County Superior Court subject to tolling as if the Settlement had never been entered into. Plaintiff
14 Masinas likewise agrees that he will dismiss Plaintiff Partida's claims from the amended complaint and
15 revert to the Class Action Complaint for Damages filed on December 18, 2018 as the operative pleading.
16 The Parties reserve all substantive and procedural arguments, including whether these cases should
17 proceed as a consolidated matter, in the event that the Court does not approve the Settlement.

18 4. Defendant denies all material allegations set forth in the *Masinas* Action and *Partida*
19 Action (together, "Actions"), defined below, and has asserted numerous affirmative defenses.
20 Notwithstanding, in the interest of avoiding further litigation, Defendant desires to fully and finally settle
21 the Actions, Released Class Claims, and Released PAGA Claims.

22 5. Class Counsel in the Actions diligently investigated the proposed Class Members' claims
23 against Defendant, including any and all applicable defenses and the applicable law. The investigation
24 included, *inter alia*, the exchange of information, data, and documents, and review of numerous
25 corporate policies and practices.

26 6. On November 19, 2020, the Parties participated in mediation with David A. Rotman, Esq.
27 (the "Mediator"), a respected mediator of complex wage and hour actions, and eventually, after
28 continued settlement negotiations and with the assistance of the Mediator's evaluations, the Parties

1 reached the settlement that is memorialized herein. The settlement discussions were conducted at arm's-
2 length, and the settlement is the result of an informed and detailed analysis of Defendant's potential
3 liability and exposure in relation to the costs and risks associated with continued litigation. Based on
4 the documents produced, as well as Class Counsel's own independent investigation and evaluation,
5 Class Counsel believe that the settlement with Defendant for the consideration and on the terms set forth
6 in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class
7 Members in light of all known facts and circumstances, including the risk of significant delay and
8 uncertainty associated with litigation and various defenses asserted by Defendant.

9 7. The Parties expressly acknowledge that this Settlement Agreement is entered into solely
10 for the purpose of compromising significantly disputed claims and that nothing herein is an admission
11 of liability or wrongdoing by Defendant. If for any reason the Settlement Agreement is not approved,
12 it will be of no force or effect, and the Parties shall be returned to their original respective positions.

13 **DEFINITIONS**

14 8. The following definitions are applicable to this Settlement Agreement. Definitions
15 contained elsewhere in this Settlement Agreement will also be effective:

16 a. "Aggrieved Employees" means all current and former hourly non-exempt
17 individuals who are or were employed by Defendant at any time from February 13, 2019 through
18 February 17, 2021. Defendant represents that the number of Aggrieved Employees was approximately
19 361 as of August 5, 2020.

20 b. "Attorneys' Fees and Costs" means attorneys' fees approved by the Court for
21 Class Counsel's litigation and resolution of the Actions, and all actual costs incurred and to be incurred
22 by Class Counsel in the Actions, as set forth in Paragraph 12 below.

23 c. "Class Counsel" or "Plaintiffs' Counsel" mean Edwin Aiwazian, Arby Aiwazian,
24 and Joanna Ghosh of Lawyers *for* Justice, PC, Kevin T. Barnes and Gregg Lander of Law Offices of
25 Kevin T. Barnes, and Raphael A. Katri of Law Offices of Raphael A. Katri, who will seek to be appointed
26 counsel for the Class.

27 d. "Class List" means a complete list of all Class Members that Defendant will
28 diligently and in good faith compile from its records and provide to the Settlement Administrator. The

Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include each Class Member's full name, last known mailing address, Social Security Number, dates worked for Defendant during the Class Period, and such other information as is necessary for the Settlement Administrator to calculate Workweeks and Pay Periods (as defined below).

e. "Class Member(s)" or "Class" mean all current and former hourly non-exempt individuals who are or were employed by Defendant at any time from December 18, 2014 through February 17, 2021. Defendant represents that the number of Class Members was approximately 716 as of August 5, 2020.

f. "Class Settlement" means the settlement and resolution of the Released Class Claims.

g. "Notice" means the Notice of Class Action Settlement, substantially in the form attached as "**Exhibit A.**"

h. "Class Period" means the time period from December 18, 2014 through February 17, 2021.

i. "Class Representatives" or "Plaintiffs" mean Anthony Masinas and Juan Partida.

j. "Court" means the Superior Court of the State of California for the County of San Joaquin.

k. "Defendant" means Fleetpride, Inc.

l. "Defendant's Counsel" means Andrew M. Paley, Jennifer R. Nunez, and Coby M. Turner of Seyfarth Shaw LLP.

m. "Effective Date" means the date after which the settlement is approved and the Court's Judgment becomes final and no longer subject to timely post-judgment motion or appeal ("Final Judgment" or "Judgment"). For purposes of this MOU, the Court's Final Judgment "becomes final" upon the latter of: (i) if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from, or other challenge to, the Court's Judgment (this time period shall not be less than 60 calendar days after the Court's Judgment is entered); (ii) the date affirmance of an appeal of the Judgment becomes final under the California Code of Civil Procedure and California Rules of Court; or (iii) the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding

on review of any court of appeal decision relating to the Judgment.

n. “Enhancement Payments” means the amount to be paid to Plaintiffs Anthony Masinas and Juan Partida in recognition of their effort and work in prosecuting the Actions on behalf of Class Members and in exchange for a general release, as set forth in Paragraph 13 below.

o. “Final Approval” means the determination by the Court that the settlement is fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

p. “Final Approval Hearing” means the hearing at which the Court will consider and determine whether the settlement should be granted Final Approval.

q. “Individual PAGA Payment” means the amount payable to each Aggrieved Employee from the 25% portion of the PAGA Amount that is allocated to Aggrieved Employees, as provided in Paragraph 16(b).

r. “Individual Settlement Payment” means the net payment of each Settlement Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share, as provided in Paragraph 27 below.

s. “Individual Settlement Share” means the *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive under the Settlement Agreement, to be calculated in accordance with Paragraph 16(a).

t. “LWDA Payment” means the amount that the Parties have agreed to pay to the California Labor and Workforce Development Agency (“LWDA”) as set forth in Paragraph 15.

u. “Net Settlement Amount” means the portion of the Total Settlement Amount that is available for distribution to Settlement Class Members, which is the Total Settlement Amount less the Court-approved Enhancement Payments, Settlement Administration Costs, PAGA Amount, and Attorneys’ Fees and Costs.

v. “Notice of Objection” means a Class Member’s valid and timely written objection to the Class Settlement, which must be in writing and include: (a) the case name and number of the *Masinas* Action; (b) the objector’s full name, signature, address, and telephone number, and the last four digits of his or her Social Security number, (c) a written statement of all grounds for the

objection accompanied by any legal support for such objection, and (d) copies of any papers, briefs, or other documents upon which the objection is based.

w. “Operative Complaint” means the First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq.

x. “PAGA Period” means the time period from February 13, 2019 through February 17, 2021.

y. “PAGA Settlement” means the settlement and resolution of the Released PAGA Claims.

z. “Parties” means Plaintiffs and Defendant, collectively, and “Party” means either Plaintiffs or Defendant.

aa. “Pay Periods” means the number of pay periods that each Aggrieved Employee was issued a wage statement by Defendant during the PAGA Period.

bb. “Preliminary Approval” means entry of the Court order granting preliminary approval of the Settlement Agreement.

cc. “Released Class Claims” means any and all claims alleged, or could have been pled, in the operative Complaint, including claims under California Labor Code sections 201, 201.3, 202, 203, 204, 204b, 204.1, 204.2, 205, 205.5, 210, 212, 213, 218, 218.5, 218.6, 221, 225.5, 226, 226.3, 226.7, 510, 512, 516, 558, 1174, 1182, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 2800, 2802, and Civil Code § 3287, as well as IWC Wage Order No. 5-2001 §§ 3, 4, 11, and 12, and the California Business and Professions Code Section 17200 based on alleged violations of the foregoing statutes and Wage Order sections; as well as all claims arising under the listed California Labor Code statutes based on the primary rights of those statutes, irrespective of the theory of recovery alleged.

dd. “Released PAGA Claims” means any civil penalty claims under the Private Attorneys General Act, California Labor Code sections 2698-2699.5, *et seq.* (“PAGA”), predicated on the claims alleged in the Operative Complaint, or could have been pled, as well as all PAGA claims predicated on California Labor Code sections 201, 201.3, 202, 203, 204, 204b, 204.1, 204.2, 205, 205.5, 210, 212, 213, 218, 218.5, 218.6, 221, 225.5, 226, 226.3, 226.7, 510, 512, 516, 558, 1174, 1182,

1 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 2800, 2802 based on the primary rights of those
2 statutes, irrespective of the theory of recovery alleged. It is understood that Class Members will not
3 have the opportunity to opt out of, or object, to the Released PAGA Claims. Further, the Class Members
4 are bound by the Released PAGA Claims regardless of whether they cash and/or otherwise negotiate
5 their Individual PAGA Payment

6 ee. “Released Parties” means Defendant and all of its subsidiaries, affiliates,
7 shareholders, members, agents, predecessors, successors, and assigns.

8 ff. “Request for Exclusion” means a timely letter submitted by a Class Member
9 indicating a request to be excluded from the Class Settlement. The Request for Exclusion must: (a)
10 contain the case name and number of the *Masinas* Action, (b) be signed by the Class Member, (c) contain
11 the full name, address, telephone number, and the last four digits of the Social Security Number of the
12 Class Member requesting exclusion, (d) clearly state that the Class Member does not wish to be included
13 in the Class Settlement, and (e) be returned by mail to the Settlement Administrator at the specified
14 address, postmarked on or before the Response Deadline. The date of the postmark on the return mailing
15 envelope on the submission will be the exclusive means to determine whether a Request for Exclusion
16 has been timely submitted. A Class Member who does not request exclusion from the Class Settlement
17 will be deemed a Settlement Class Member and will be bound by all terms of the Settlement Agreement,
18 if the settlement is granted Final Approval by the Court.

19 gg. “Response Deadline” means the deadline by which Class Members must submit a
20 Request for Exclusion, objection, and/or dispute of the Workweeks credited to them, which shall be the
21 date that is forty-five (45) calendar days from the initial mailing of the Notice by the Settlement
22 Administrator, unless the 45th day falls on a Sunday or Federal holiday, in which case the Response
23 Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response
24 Deadline may also be extended by express agreement between Class Counsel and Defendant’s Counsel.
25 Under no circumstances, however, will the Settlement Administrator have the authority to extend the
26 Response Deadline. In the event that a Notice is re-mailed to a Class Member, the Response Deadline
27 for that Class Member shall be the extended by fifteen (15) calendar days.

28 hh. “Settlement Administrator” or “Phoenix” means Phoenix Class Action

Administration Solutions, or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for purposes of administering this settlement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

ii. “Settlement Administration Costs” means the costs payable from the Total Settlement Amount, subject to Court approval, to the Settlement Administrator for administering this settlement, as set forth in Paragraph 14 below.

jj. “Settlement Class Members” means all Class Members who do not submit a valid and timely Request for Exclusion.

kk. “Total Settlement Amount” means the amount of two million five hundred thousand dollars (\$2,500,000.00) to be paid by Defendant in full resolution of all Released Class Claims, Released PAGA Claims, and the Actions, which includes all Attorneys’ Fees and Costs, Enhancement Payments, PAGA Amount, Net Settlement Amount to be paid to the Settlement Class Members, and Settlement Administration Costs. The employer’s share of taxes on the wages portion of Individual Settlement Shares will be paid separately and in addition to the Total Settlement Amount.

ll. “Workweeks” means the number of weeks each Class Member worked for Defendant as an hourly non-exempt employee in California during the Class Period, which will be calculated by the Settlement Administrator by determining the number of days during the Class Period, subtracting days on leave of absence (if any), dividing by seven (7), and rounding up to the nearest whole number. Each Class Member will be credited with at least one (1) Workweek. The Workweeks through August 5, 2020 are estimated to be approximately 62,234.

CLASS CERTIFICATION

9. For the purposes of this settlement only, the Parties stipulate to the certification of the following Class: all current and former hourly non-exempt individuals who are or were employed by Defendant in California at any time during the Class Period.

10. The Parties agree that certification for the purpose of settlement is not an admission that certification is proper under Section 382 of the California Code of Civil Procedure. Should, for whatever reason, the Court not grant Final Approval, the Parties’ stipulation to class certification as part of the

1 settlement shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible
2 in connection with, the issue of whether or not certification would be inappropriate in a non-settlement
3 context.

4 **TERMS OF AGREEMENT**

5 NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set
6 forth herein, the Parties agree, subject to the Court's approval, as follows:

7 11. Funding of the Total Settlement Amount. Within ten (10) calendar days after the
8 Effective Date, the Settlement Administrator will provide the Parties with an accounting of the amounts
9 to be paid by Defendant pursuant to the terms of the Settlement Agreement. Within fifteen (15) calendar
10 days of the Effective Date, Defendant will make a one-time deposit of the Total Settlement Amount into
11 a qualified settlement fund to be established by the Settlement Administrator. Within seven (7) calendar
12 days of the funding of Total Settlement Amount, the Settlement Administrator will issue payments due
13 under the settlement and approved by the Court, as follows: (a) Individual Settlement Payments to
14 Settlement Class Members; (b) Individual PAGA Payments to Aggrieved Employees; (c) LWDA
15 Payment to the Labor and Workforce Development Agency; (d) Enhancement Payments to Plaintiffs;
16 and (e) Attorneys' Fees and Costs to Class Counsel. The Settlement Administrator will also issue a
17 payment to itself for Court-approved services performed in connection with the settlement.

18 12. Attorneys' Fees and Costs. Class Counsel will request and Defendant will not oppose
19 attorneys' fees of up to thirty-five percent (35%) of the Total Settlement Amount (i.e., up to eight
20 hundred seventy five thousand dollars (\$875,000.00)) and reimbursement of actual costs and expenses
21 associated with Class Counsel's litigation and settlement of the Actions, in an amount not to exceed
22 thirty-five thousand dollars (\$35,000), both of which will be paid from the Total Settlement Amount
23 subject to Court approval. These amounts will cover any and all work performed and any and all costs
24 incurred by Class Counsel in connection with the litigation of the Actions, including without limitation
25 all work performed and costs incurred to date, and all work to be performed and all costs to be incurred
26 in connection with obtaining the Court's approval of this Settlement Agreement, including any
27 objections raised and any appeals necessitated by those objections. Class Counsel shall be solely and
28 legally responsible for correctly characterizing this compensation for tax purposes and for paying any

1 taxes on the amounts received. With respect to the Attorneys' Fees and Costs to Class Counsel, the
2 Settlement Administrator may purchase an annuity to utilize United States Treasuries and bonds or other
3 attorney fee deferral vehicles, for Class Counsel. Any additional expenses for the purchase of an annuity
4 by the Settlement Administrator shall be paid separately by Class Counsel and shall not be included
5 within the Settlement Administration Costs. Any portion of the Attorneys' Fees and Costs not awarded
6 to Class Counsel shall be a part of the Net Settlement Amount for the benefit of Settlement Class
7 Members.

8 13. Enhancement Payments. In recognition of their efforts and work in prosecuting the
9 Actions, Defendant agrees not to oppose or impede any application or motion for Enhancement Payments
10 in an amount up to ten thousand dollars (\$10,000.00) each to Plaintiffs Anthony Masinas and Juan Partida,
11 for a combined amount of \$20,000.00. The Enhancement Payments, which will be paid from the Total
12 Settlement Amount, subject to Court approval, will be in addition to their Individual Settlement Payments
13 and Individual PAGA Payments (if applicable) that are to be paid pursuant to the settlement. The
14 Settlement Administrator will issue an IRS Form 1099 to Plaintiffs for the Enhancement Payments, and
15 Plaintiffs shall be solely and legally responsible for correctly characterizing this compensation for tax
16 purposes and for paying any taxes on the amounts received. Plaintiffs agree to indemnify and hold
17 Defendant harmless from any claim or liability for taxes, penalties, or interest arising as a result of the
18 Enhancement Payments. Should the Court approve the Enhancement Payments to Plaintiffs in an amount
19 that is less than that set forth above, the difference between the lesser amounts approved by the Court
20 and the amounts allocated toward the Enhancement Payments will be part of the Net Settlement Amount
21 for the benefit of Settlement Class Members.

22 14. Settlement Administration Costs. The Settlement Administrator will be paid for the
23 reasonable costs of administration of the Settlement and distribution of payments under the settlement,
24 which is currently estimated not to exceed fifteen thousand dollars (\$15,000). These costs, which will
25 be paid from the Total Settlement Amount, subject to Court approval, will include, *inter alia*, printing,
26 distributing, and tracking Notices and other documents for this settlement, calculating and distributing
27 payments due under the settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting,
28 filings, withholdings, and remittances, providing necessary reports and declarations, and other duties and

responsibilities set forth herein to process this settlement, and as requested by the Parties. To the extent actual Settlement Administration Costs are greater than the estimated amount stated herein, such excess amount will be deducted from the Total Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement Administrator to undertake the requirement settlement administration duties will become part of the Net Settlement Amount.

15. Labor and Workforce Development Agency Payment. Subject to approval by the Court, the Parties agree that the amount of one hundred thousand dollars (\$100,000.00) from the Total Settlement Amount will be allocated toward penalties under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.* ("PAGA Amount"), of which seventy-five percent (75%), or \$75,000.00, will be paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%) or, \$25,000.00, will be distributed to Aggrieved Employees.

16. Individual Settlement Share and Individual PAGA Payment Calculations. Class Members shall not be required to submit a claim in order to receive a share of the Net Settlement Amount, and no portion of the Total Settlement Amount shall revert to Defendant or result in an unpaid residue. Individual Settlement Shares and Individual PAGA Payments will be calculated and apportioned based on the Class Members' Workweeks and Aggrieved Employee's Pay Periods, as follows:

a. The Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Settlement Class Member to yield the "Workweek Value," and multiply each Settlement Class Member's individual Workweeks by the Workweek Value to yield his or her Individual Settlement Share. If any Class Member requests to be excluded from the Class Settlement, his or her Individual Settlement Share will remain part of the Net Settlement Amount and will proportionally increase each Settlement Class Member's Individual Settlement Share.

b. To determine the Individual PAGA Payment for each Aggrieved Employee, the Settlement Administrator will divide the 25% portion of the PAGA Amount attributed to Aggrieved Employees, i.e., \$25,000.00, by the total number of Pay Periods worked by all Aggrieved Employees resulting in the Pay Period Value and then multiplying the Pay Period Value by the number of Pay Periods of each individual Aggrieved Employee.

1 17. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the
2 settlement shall be deemed to be paid to the payee solely in the year in which such payments actually
3 are issued to the payee. It is expressly understood and agreed that payments made under this settlement
4 shall not in any way entitle Plaintiffs or any Settlement Class Member to additional compensation or
5 benefits under any new or additional compensation or benefits, or any bonus, contest or other
6 compensation or benefit plan or agreement in place during the Class Period, nor will it entitle any
7 Settlement Class Member to any increased retirement, 401K benefits or matching benefits, or deferred
8 compensation benefits (notwithstanding any contrary language or agreement in any benefit or
9 compensation plan document that might have been in effect during the Class Period).

10 18. Delivery of the Class List. Within twenty-one (21) calendar days of Preliminary
11 Approval, Defendant will provide the Class List to the Settlement Administrator.

12 19. Notice by First-Class U.S. Mail.
13 a. Within fourteen (14) calendar days after receiving the Class List from Defendant,
14 the Settlement Administrator will perform a search based on the National Change of Address Database
15 or any other similar services available, such as provided by Experian, for information to update and
16 correct for any known or identifiable address changes, and will mail a Notice in English (in the form
17 attached as **Exhibit A** to this Settlement Agreement) to all Class Members via First-Class U.S. Mail,
18 using the most current, known mailing addresses identified by the Settlement Administrator.

19 b. With respect to Notices that are returned as undeliverable on or before the
20 Response Deadline, the Settlement Administrator will search for an alternate address by way of skip-
21 trace and re-mail the Notice within five (5) calendar days.

22 20. Dispute Regarding Workweeks. Class Members will have an opportunity to dispute the
23 number of Workweeks to which they have been credited, as reflected in their respective Notices. In
24 order to dispute Workweeks, Class Members must submit a written letter to the Settlement Administrator
25 that: (a) contains the case name and number of the *Masinas* Action, (b) is signed by the Class Member,
26 (c) contains the full name, address, telephone number, and the last four digits of the Social Security
27 Number of the disputing Class Member, (d) clearly states that the Class Member disputes the number
28 of Workweeks credited to him or her and what he or she contends is the correct number to be credited

1 to him or her, (e) includes information and/or attaches documentation demonstrating that the number of
2 Workweeks that he or she contends should be credited to him or her are correct, and (f) is returned by
3 mail to the Settlement Administrator at the specified address, postmarked on or before the Response
4 Deadline. The date of the postmark on the return mailing envelope on the submission will be the
5 exclusive means to determine whether a dispute has been timely submitted. Absent evidence rebutting
6 the accuracy of Defendant's records and data as they pertain to the number of Workweeks to be credited
7 to a disputing Class Member, Defendant's records will be presumed correct and determinative of the
8 dispute. However, if a Class Member produces information and/or documents to the contrary, the
9 Settlement Administrator will evaluate the materials submitted by the Class Member and the Settlement
10 Administrator will resolve and determine the number of eligible Workweeks that the disputing Class
11 Member should be credited with under the settlement. The Settlement Administrator's decision on such
12 disputes will be final and non-appealable.

13 21. Settlement Checks. The Settlement Administrator will be responsible for undertaking
14 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments and
15 Individual PAGA Payments by way of one (1) check to the Settlement Class Members in accordance
16 with this Settlement Agreement. Each Individual Settlement Payment and Individual PAGA Payment
17 check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the
18 checks are issued, and thereafter, shall be cancelled. All funds associated with such cancelled checks
19 will be transmitted to the State Controller's Office, Unclaimed Property Division in the name of the absent
20 Aggrieved Employee or Settlement Class Members. The Settlement Administrator shall undertake
21 amended and/or supplemental tax filings and reporting, required under applicable local, state, and federal
22 tax laws, that are necessitated due to the cancellation of any Individual Settlement Payment and Individual
23 PAGA Payment checks. Settlement Class Members whose Individual Settlement Payment checks are
24 cancelled shall, nevertheless, be bound by this Settlement Agreement.

25 22. Procedure for Requesting Exclusion from the Class Settlement. Any Class Member
26 wishing to be excluded from the Class Settlement must submit a written Request for Exclusion to the
27 Settlement Administrator, by mail, within the Response Deadline. The date of the postmark on the return
28 mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been

1 timely submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's
2 Counsel the Requests for Exclusion that were timely submitted, and also identify the individuals who
3 have submitted a timely and valid Request for Exclusion in a declaration that is to be filed with the
4 Court in advance of the Final Approval Hearing. Any Class Member who submits a Request for
5 Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who
6 validly requests to be excluded from the Class Settlement will not be a Settlement Class Member and
7 will not have any right to object, appeal, or comment on the Class Settlement; however, if the Class
8 Member worked during the PAGA Period, he or she will remain an Aggrieved Employee, will receive
9 an Individual PAGA Payment, and will be bound by the PAGA Settlement and Released PAGA Claims.

10 23. Settlement Terms Bind All Class Members Who Do Not Request Exclusion. Any Class
11 Member who does not affirmatively request exclusion from the Class Settlement by submitting a timely
12 and valid Request for Exclusion will be bound by all of the terms of the Settlement Agreement, including
13 and not limited to those pertaining to the Released Class Claims, as well as any judgment that may be
14 entered by the Court if it grants Final Approval to the settlement.

15 24. Procedures for Objecting to the Class Settlement. To object to the Class Settlement,
16 Class Members who have not opted out of the Settlement (i.e., Settlement Class Members) must submit
17 a timely and complete Notice of Objection to the Settlement Administrator, by mail, on or before the
18 Response Deadline. The Notice of Objection must be signed by the Settlement Class Member and
19 contain all information required by this Settlement Agreement. The postmark date will be deemed the
20 exclusive means for determining that the Notice of Objection is timely. At no time will any of the
21 Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to object to the
22 Class Settlement or appeal from the Final Approval Order and Judgment. Settlement Class Members
23 may also present their objection at the Final Approval Hearing.

24 25. Reports by the Settlement Administrator Regarding Settlement Administration. The
25 Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report which
26 certifies: (a) the number of Class Members who have submitted a dispute of Workweeks; (b) the number
27 of Class Members who have submitted timely and valid Requests for Exclusion or timely and complete
28 Notices of Objection; and (c) the number of undeliverable and re-mailed Notices. Additionally, the

1 Settlement Administrator will provide to counsel for both Parties any updated reports regarding the
2 administration of the Settlement Agreement as needed or requested, and immediately notify the Parties
3 when it receives a request from an individual or any other entity regarding inclusion in the Class and/or
4 settlement.

5 26. Certification of Completion. Upon completion of administration of the settlement, the
6 Settlement Administrator will provide a written declaration under oath to certify such completion to the
7 Court and counsel for all Parties.

8 27. Treatment of Individual Settlement Payments. Each Individual Settlement Share will be
9 allocated as follows: one-third (1/3) wages and two-thirds (2/3) penalties and interest. The portion
10 allocated to wages will be reported on an IRS Form W-2 and the portions allocated to interest and
11 penalties will be reported on an IRS Form-1099 by the Settlement Administrator. The Settlement
12 Administrator will withhold the employee's share of taxes and withholdings with respect to the wages
13 portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their
14 Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes and
15 withholdings). Any payment for an Individual PAGA Payment will be allocated as penalties, will not
16 be subject to taxes or withholdings, and will be reported on an IRS Form-1099, if necessary. The
17 employer's share of taxes and contributions on the wages portion of Individual Settlement Shares will
18 be paid separately and in addition to the Total Settlement Amount.

19 28. Administration of Taxes by the Settlement Administrator. The Settlement Administrator
20 will be responsible for issuing to Plaintiffs, Settlement Class Members, Aggrieved Employees, and Class
21 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to
22 this Settlement Agreement. The Settlement Administrator will also be responsible for forwarding all
23 payroll taxes, contributions, and withholdings to the appropriate government authorities.

24 29. Tax Liability. Plaintiffs, Class Counsel, Defendant, and Defendant's Counsel do not
25 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or
26 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiffs and Settlement
27 Class Members understand and agree that Plaintiffs and Settlement Class Members will be solely
28 responsible for correctly characterizing any compensation received under the settlement on his/her

personal income tax returns and paying any and all taxes due for any and all amounts paid to them under the settlement.

30. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B) HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

31. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause

1 of action or right herein released and discharged.

2 32. Release of Claims by Settlement Class Members. Upon the Effective Date and full
3 funding of the Total Settlement Amount, Plaintiffs and all Class Members who do not submit a valid and
4 timely Request for Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally and
5 forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released
6 Class Claims he or she may have or had during the Class Period. In addition, all Aggrieved Employees
7 will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and
8 discharged the Released Parties of all Released PAGA Claims during the PAGA Period.

9 33. General Release of Claims by Plaintiffs. In addition, upon the Effective Date and full
10 funding of the Total Settlement Amount, Plaintiffs will be deemed to have fully released and discharged
11 the Released Parties of and from all claims arising from their employment with Defendant, separation of
12 employment from Defendant, and any acts that have or could have been asserted in any legal action or
13 proceeding against Defendant, whether known or unknown, arising under any federal, state, or local law,
14 or statute, including, *inter alia*, those arising under the California Labor Code, Fair Labor Standards Act,
15 the Age Discrimination in Employment Act (“ADEA”), the Older Workers Benefits Protection Act
16 (“OWBPA”), Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, Employee
17 Retirement Income Security Act, National Labor Relations Act, California Corporations Code, California
18 Business and Professions Code, California Fair Employment and Housing Act, California Constitution
19 (all as amended), and law of contract and tort, as well as for discrimination, harassment, retaliation,
20 wrongful termination, lost wages, benefits, other employment compensation, emotional distress, medical
21 expenses, other economic and non-economic damages, attorney fees, and costs, arising on or before the
22 date on which the Settlement is executed. With respect to those claims released by Plaintiffs in an
23 individual capacity, Plaintiffs acknowledge and waive any and all rights and benefits available under
24 California Civil Code Section 1542, which provides:

25 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR
26 OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR
27 HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF
28 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER
SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

1 Plaintiffs understand and agree that claims or facts in addition to or different from those which are now
2 known or believed by them to exist may hereafter be discovered. It is Plaintiffs' intention to settle fully
3 and release all claims they now have against the Released Parties, whether known or unknown, suspected
4 or unsuspected. The Enhancement Payments will be paid to Plaintiffs specifically in exchange for the
5 general release of the Released Parties from all claims, including those specified in this paragraph and a
6 covenant not to sue the Released Parties. Notwithstanding the above, the general release by Plaintiffs
7 shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or
8 other claims that may not be released by law. Plaintiff Partida agrees that this Settlement Agreement
9 fully compensates him for any alleged damages he may have under the ADEA and OWBPA for conduct
10 or omissions occurring as of the dates he executes this Agreement.

11 34. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.

12 Upon execution of this Settlement Agreement, Plaintiffs shall promptly obtain a hearing date for
13 Plaintiffs' Motion for Preliminary Approval of the Settlement, which Plaintiffs and Class Counsel will
14 be responsible for drafting, and submit this Settlement Agreement to the Court in support of said motion.
15 Class Counsel will provide Defendant's Counsel a draft of the Preliminary Approval Motion at least
16 five (5) calendar days before the filing deadline. Defendant agrees not to oppose the Motion for
17 Preliminary Approval of the Settlement consistent with this Settlement Agreement. Said motion shall
18 apply to the Court for the entry of an order ("Preliminary Approval Order"), which shall be mutually
19 agreed upon by the Parties, seeking the following:

- 20 a. Conditionally certifying the Class for settlement purposes only;
- 21 b. Granting Preliminary Approval of the Settlement;
- 22 c. Preliminarily appointing Plaintiffs as representatives of the Class;
- 23 d. Preliminarily appointing Plaintiffs' Counsel as counsel for the Class;
- 24 e. Approving, as to form and content, the mutually-agreed upon and proposed Notice
25 and directing its mailing to the Class by first class mail;
- 26 f. Approving the manner and method for Class Members to request exclusion from
27 the Settlement as contained herein and within the Notice; and

28 ///

g. Scheduling a Final Approval Hearing at which the Court will determine whether the Settlement should be finally approved as fair, reasonable and adequate as to the Settlement Class Members.

35. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After the Response Deadline, and with the Court's permission, a Final Approval Hearing will be conducted to determine whether Final Approval of the Settlement should be granted, along with the amounts properly payable for (a) Individual Settlement Payments; (b) LWDA Payment; (c) Attorneys' Fees and Costs; (d) Enhancement Payments; and (e) Settlement Administration Costs. The Final Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Plaintiffs and Class Counsel will be responsible for drafting the motion seeking Final Approval of the Settlement. Class Counsel will provide Defendant's Counsel a draft of the Final Approval Motion before the filing deadline. By way of said motion, Plaintiffs will apply for the entry of the mutually-agreed upon proposed order and judgment ("Final Approval Order and Judgment"), which will provide for, in substantial part, the following:

a. Approval of the Settlement as fair, reasonable, and adequate, and directing consummation of its terms and provisions;

b. Certification of the settlement Class;

c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;

d. Approval of the application for Enhancement Payments to Plaintiffs;

e. Directing Defendant to fund all amounts due under the Settlement Agreement and ordered by the Court; and

f. Entering judgment in the *Masinas* Action barring and enjoining all Settlement Class Members from prosecuting the Released Class Claims and Aggrieved Employees from prosecuting the Released PAGA Claims against any of the Released Parties, while maintaining continuing jurisdiction, in conformity with California Rules of Court 3.769 and the Settlement Agreement.

36. Termination or Revocation of Settlement.

a. If five percent (5%) or more of the Class Members submit timely and valid Requests for Exclusion, Defendant may elect to rescind the Settlement Agreement. Defendant must

1 exercise this right of rescission in writing that is provided to Class Counsel within twenty-one (21)
2 calendar days of the Response Deadline. If Defendant exercises this option, Defendant shall pay any costs
3 of settlement administration owed to the Settlement Administrator incurred up to that date.

4 b. If the Court finds the Total Settlement Amount to be insufficient to warrant
5 Preliminary Approval or Final Approval of the Settlement, Defendant may, at its election, rescind the
6 Settlement Agreement and all actions taken in furtherance of it will thereby be null and void.

7 37. Effects of Termination of the Settlement. Termination of the Settlement Agreement shall
8 have the following effects:

9 a. The Settlement Agreement shall be void and shall have no force or effect, and no
10 Party shall be bound by any of its terms;

11 b. In the event the Settlement Agreement is terminated, Defendant shall have no
12 obligation to make any payments to any Party, Class Member or attorney, except that the terminating
13 Party shall pay the Settlement Administrator for services rendered up to the date the Settlement
14 Administrator is notified that the settlement has been terminated;

15 c. The Preliminary Approval Order, Final Approval Order and Judgment, including
16 any order certifying the Class, shall be vacated;

17 d. The Settlement Agreement and all negotiations, statements and proceedings
18 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored
19 to their respective positions in the Actions prior to the execution of the Memorandum of Understanding;

20 e. Neither this Settlement Agreement, nor any ancillary documents, actions,
21 statements or filings in furtherance of the Settlement (including all matters associated with the mediation)
22 shall be admissible or offered into evidence in the Actions or any other action for any purpose whatsoever;
23 and

24 f. Any documents generated to bring the settlement into effect, will be null and void,
25 and any order or judgment entered by the Court in furtherance of this Settlement Agreement will
26 likewise be treated as void from the beginning.

27 38. Escalator Clause. Defendant represents that, for the period of December 18, 2014 to
28 August 5, 2020, there were 716 individuals in the Class and approximately 62,234 Workweeks. After

1 Preliminary Approval, the Settlement Administrator will confirm the number of Class Members,
2 Aggrieved Employees, and Workweeks, and if it is determined that the total number of Workweeks
3 during the Class Period actually exceeds 62,234 by more than ten percent (10%) (i.e., 68,457
4 Workweeks), then either the Total Settlement Amount shall be increased by the proportion of additional
5 Workweeks in excess of 68,457 or the Class Period and scope of the release shall cut-off to the date on
6 which the Workweeks are 68,457, at Defendant's sole option.

7 39. Continued Jurisdiction. After entry of judgment pursuant to the Settlement, the Court
8 will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and Section
9 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the interpretation and
10 enforcement of the terms of the settlement, (b) settlement administration matters, and (c) such post-
11 judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.
12 The Parties agree to adopt and apply Rule 3.769(h) of the California Rules of Court requiring entry of
13 judgment.

14 40. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the
15 terms set forth in any attached exhibits, which are incorporated by this reference as though fully set
16 forth herein. Any exhibits to this Settlement Agreement are an integral part of the settlement.

17 41. No Undue Publicity. Plaintiffs and Plaintiffs' counsel shall not publicize the settlement
18 on their websites, in advertising/marketing materials or on social media, other than filing documents
19 with the Court. The Parties and their counsel agree that they will not issue any press releases or initiate
20 any contact with the media about the fact, amount, or terms of the settlement. If counsel for any party
21 receives an inquiry about the settlement from the media, counsel may respond only after the motion for
22 preliminary approval of the settlement has been filed and only by confirming the accurate terms of the
23 settlement. Nothing in this provision shall prevent Defendant from making any required disclosure.
24 Nothing herein will restrict Class Counsel from including publicly available information regarding this
25 settlement in future judicial submissions regarding Class Counsel's qualifications and experience.
26 Furthermore, Plaintiff and Class Counsel will undertake any and all disclosures required to be made to
27 the LWDA in conformity with PAGA.

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1 42. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the
2 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements
3 may be deemed binding on the Parties. The Parties expressly recognize California Civil Code § 1625
4 and California Code of Civil Procedure § 1856(a), which provide that a written agreement is to be
5 construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the
6 Parties agree that no such extrinsic oral or written representations or terms will modify, vary or
7 contradict the terms of this Settlement Agreement.

8 43. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in the
9 Actions (including with respect to California Code of Civil Procedure section 583.310), except such
10 proceedings necessary to implement and complete the Settlement Agreement, pending the Final
11 Approval Hearing to be conducted by the Court.

12 44. Waiver and Amendment. The Parties may not waive, amend, or modify any provision of
13 this Settlement Agreement except by written agreement signed by counsel for all Parties, and subject to
14 any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement
15 will not constitute a waiver of any other provision.

16 45. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
17 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
18 Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant
19 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
20 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have
21 full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement
22 will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to
23 disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality
24 provisions that otherwise might apply under state or federal law.

25 46. Signatories. It is agreed that because the members of the Class are so numerous, it is
26 impossible or impractical to have each Settlement Class Member execute this Settlement Agreement.
27 The Notice will advise all Class Members of the binding nature of the release as to the Settlement Class
28 Members, and the release shall have the same force and effect as if this Settlement Agreement were

1 executed by each Settlement Class Member.

2 47. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
3 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

4 48. California Law Governs. All terms of this Settlement Agreement and attached exhibits
5 hereto will be governed by and interpreted according to the laws of the State of California.

6 49. Execution and Counterparts. This Settlement Agreement is subject only to the execution
7 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
8 executed counterparts and each of them, including facsimile, electronic, and scanned copies of the
9 signature page, will be deemed to be one and the same instrument.

10 50. Acknowledgment that the Settlement is Fair and Reasonable. The Parties believe this
11 Settlement Agreement is a fair, adequate, and reasonable settlement of the Actions and have arrived at
12 this settlement after arm's-length negotiations and in the context of adversarial litigation, taking into
13 account all relevant factors, present and potential. The Parties further acknowledge that they are each
14 represented by competent counsel and that they have had an opportunity to consult with their counsel
15 regarding the fairness and reasonableness of this Settlement Agreement. In addition, the Mediator may
16 execute a declaration supporting the Settlement and the reasonableness of the Settlement and the Court
17 may, in its discretion, contact the Mediator to discuss the Settlement and whether or not the Settlement
18 is objectively fair and reasonable.

19 51. Invalidity of Any Provision. Before declaring any provision of this Settlement
20 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
21 possible consistent with applicable precedents so as to define all provisions of this Settlement
22 Agreement valid and enforceable.

23 52. Plaintiffs' Waiver of Right to Be Excluded. Plaintiffs agree to sign this Settlement
24 Agreement and, by signing this Settlement Agreement, are hereby bound by the terms herein.

25 53. Non-Admission of Liability. The Parties enter into this Settlement Agreement to resolve
26 the dispute that has arisen between them and to avoid the burden, expense and risk of continued
27 litigation. In entering into this Settlement Agreement, Defendant does not admit, and specifically denies,
28 that it has violated any state, federal, or local law; violated any regulations or guidelines promulgated

pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with state, federal, local or other applicable law.

54. Captions. The captions and paragraph numbers in this Settlement Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Settlement Agreement.

55. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed equally to the preparation of this Settlement Agreement.

56. Representation by Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full.

57. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

58. Notices. All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by overnight mail at the addresses set for below, or such other addresses as either Party may designate in writing from time to time:

To Plaintiffs and Class Counsel:

Edwin Aiwasian, Esq.
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

Kevin T. Barnes, Esq.
LAW OFFICES OF KEVIN T. BARNES
1635 Pontius Avenue, Second Floor
Los Angeles, California 90025

Raphael A. Katri, Esq.
LAW OFFICES OF RAPHAEL A. KATRI
8549 Wilshire Boulevard, Suite 200
Beverly Hills, California 90211

To Defendant:

Andrew M. Paley, Esq.
SEYFARTH SHAW LLP
2029 Century Park East, Suite 3500
Los Angeles, California 90067

59. Final Judgment. The Parties shall provide the Settlement Administrator with a copy of the Final Judgment once it is entered by the Court, and the Settlement Administrator shall post the Final Judgment on its website within three (3) business days of receipt. No individualized notice to the Class will be required.

60. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

61. Integration Clause. This Settlement Agreement contains the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Stipulation of Class Action and PAGA Settlement between Plaintiffs and Defendant:

1 **IT IS SO AGREED.**

2
3 Dated: 05/19/2021, 2021

PLAINTIFF ANTHONY MASINAS

Electronically Signed 2021-05-19 16:32:16 UTC - 172.58.19.230
AssureSign®  1b039955-29d1-4c4c-b882-ad2d0007d86d

Anthony Masinas, Plaintiff

PLAINTIFF JUAN PARTIDA

4
5
6 Dated: _____, 2021

Juan Partida, Plaintiff

DEFENDANT FLEETPRIDE, INC.

7
8
9 Dated: _____, 2021

Full Name: _____

Title: _____

On behalf of Fleetpride, Inc.

10
11
12 **APPROVED AS TO FORM**

13
14
15 Dated: May 20, 2021

LAWYERS for JUSTICE, PC



Edwin Aiwan

Attorneys for Plaintiff Anthony Masinas and Proposed Class Counsel

LAW OFFICES OF KEVIN T. BARNES

LAW OFFICES OF RAPHAEL A. KATRI

16
17
18
19
20 Dated: _____, 2021

Kevin T. Barnes

Raphael A. Katri

Attorneys for Plaintiff Juan Partida and Proposed Class Counsel

SEYFARTH SHAW LLP

21
22
23
24
25 Dated: _____, 2021

Andrew M. Paley

Coby M. Turner

Jennifer R. Nunez

Attorneys for Defendant Fleetpride, Inc.

1 **IT IS SO AGREED.**

2
3 Dated: _____, 2021

4
5 5/21/2021

6 Dated: _____, 2021

7
8
9 Dated: _____, 2021

10
11
12 **APPROVED AS TO FORM**

13
14
15 Dated: _____, 2021

16
17
18
19
20 Dated: 5/21 _____, 2021

21
22
23
24
25 Dated: _____, 2021

PLAINTIFF ANTHONY MASINAS

Anthony Masinas, Plaintiff

PLAINTIFF JUAN PARTIDA

DocuSigned by:
Juan Partida
C1E24A9D1E9F4BD...

Juan Partida, Plaintiff

DEFENDANT FLEETPRIDE, INC.

Full Name: _____

Title: _____

On behalf of Fleetpride, Inc.

LAWYERS for JUSTICE, PC

Edwin Aiwarzian
Attorneys for Plaintiff Anthony Masinas and Proposed
Class Counsel

LAW OFFICES OF KEVIN T. BARNES

LAW OFFICES OF RAPHAEL A. KATRI

Kevin T. Barnes

Kevin T. Barnes
Raphael A. Katri
Attorneys for Plaintiff Juan Partida and Proposed Class
Counsel

SEYFARTH SHAW LLP

Andrew M. Paley
Coby M. Turner
Jennifer R. Nunez
Attorneys for Defendant Fleetpride, Inc.

1 IT IS SO AGREED.

2 PLAINTIFF ANTHONY MASINAS

3 Dated: _____, 2021

4 Anthony Masinas, Plaintiff

5 PLAINTIFF JUAN PARTIDA

6 Dated: _____, 2021

7 Juan Partida, Plaintiff

8 DEFENDANT FLEETPRIDE, INC.

9 Dated: 5/11, 2021

10 Full Name: Mike Duffy

11 Title: CEO

12 On behalf of Fleetpride, Inc.

13 APPROVED AS TO FORM

14 LAWYERS for JUSTICE, PC

15 Dated: _____, 2021

16 Edwin Aiwazian

17 Attorneys for Plaintiff Anthony Masinas and Proposed
18 Class Counsel

19 LAW OFFICES OF KEVIN T. BARNES

20 LAW OFFICES OF RAPHAEL A. KATRI

21 Dated: _____, 2021

22 Kevin T. Barnes

23 Raphael A. Katri

24 Attorneys for Plaintiff Juan Partida and Proposed Class
25 Counsel

26 SEYFARTH SHAW LLP

27 Dated: 5/12, 2021

28 Andrew M. Paley

Coby M. Turner

Jennifer R. Nunez

Attorneys for Defendant Fleetpride, Inc.

Exhibit A

NOTICE OF CLASS ACTION SETTLEMENT

Anthony Masinas and Juan Partida v. Fleetpride, Inc.

Superior Court of California for the County of San Joaquin, Case No. STK-CV-UOE-2018-0015792

PLEASE READ THIS NOTICE CAREFULLY.

If you review the content of this notice carefully, you may be entitled to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Notice is sent to all current and former hourly non-exempt employees who worked for Defendant Fleetpride, Inc. in the State of California at any time between December 18, 2014 through February 17, 2021.

This Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiffs Anthony Masinas and Juan Partida (together, “Plaintiffs”) and Defendant Fleetpride, Inc. (“Defendant”) (Plaintiffs and Defendant are collectively referred to as the “Parties”) in the case entitled *Masinas, et al. v. Fleetpride, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-0015792 (“*Masinas Action*”), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] (“Final Approval Hearing”) to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

“**Class Settlement**” means the settlement and resolution of the Released Class Claims.

“**Class**” means all current and former hourly non-exempt individuals who are or were employed by Defendant at any time during the Class Period.

“**Class Member**” means a member of the Class.

“**Class Period**” means the time period from December 18, 2014 through February 17, 2021.

“**PAGA Settlement**” means the settlement and resolution of the Released PAGA Claims.

“**Aggrieved Employees**” means all current and former hourly non-exempt individuals who are or were employed by Defendant at any time during the PAGA Period.

“**PAGA Period**” means the time period from February 13, 2019 through February 17, 2021.

II. BACKGROUND OF THE LAWSUIT

On December 18, 2018, Anthony Masinas commenced a putative class action lawsuit in the San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-0015792 (i.e., *Masinas Action*). On April 20, 2020, Juan Partida commenced a putative class and representative action lawsuit in the Superior Court of California for the County of Los Angeles, Case No. 20STCV15187 (“*Partida Action*”). On [date of Preliminary Approval], Plaintiffs filed a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (“Operative Complaint”) in the *Masinas Action*, to add the plaintiff and claims of the *Partida Action*. Plaintiffs allege that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, keep requisite payroll records, and reimburse business expenses, and thereby engaged in unfair business practices and conduct that gives rise to penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* (“PAGA”). Plaintiffs seek, among other things, recovery of unpaid wages and

meal and rest period premiums, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the Stipulation of Class Action and PAGA Settlement ("Settlement" or "Settlement Agreement").

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Phoenix Class Action Administration Solutions as the administrator of the Settlement ("Settlement Administrator"), Plaintiffs Anthony Masinas and Juan Partida as representatives of the Class ("Class Representatives"), and the following Plaintiffs' attorneys as counsel for the Class ("Class Counsel"):

Edwin Aiwarzian, Esq.
Arby Aiwarzian, Esq.
Joanna Ghosh, Esq.
Lawyers for Justice, PC
410 W. Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020
Fax: (818) 265-1021
Edwin@calljustice.com

Kevin T. Barnes, Esq.
Gregg Lander, Esq.
Law Offices of Kevin T. Barnes
1635 Pontius Avenue, 2nd Floor
Los Angeles, California 90025
Telephone: (323) 549-9100
Fax: (323) 549-0101
Barnes@kbarnes.com

Raphael A. Katri, Esq.
Law Offices of Raphael A. Katri
8549 Wilshire Boulevard, Suite 200
Beverly Hills, California 90211
Telephone: (310) 940-2034
Fax: (310) 733-5644
RKatri@socallaborlawyers.com

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment and Individual PAGA Payment (if applicable), but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Section IV below.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the *Masinas* Action and *Partida* Action (together, "Actions") have merit or that Defendant has any liability to Plaintiffs or to Class Members. Plaintiffs and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members. The Court has made no ruling on the merits of the Class Members' claims and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The proposed settlement was negotiated between the attorneys for the Parties. Class Counsel believe this Settlement is reasonable, and is in the best interest of the Class Members and Aggrieved Employees.

The total gross settlement amount is two million five hundred thousand dollars (\$2,500,000.00) (the "Total Settlement Amount"). The portion of the Total Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Total Settlement Amount less the following payments which are subject to approval by the Court: (1) Attorneys' Fees and Costs, consisting of attorneys' fees in an amount not to exceed 35% of the Total Settlement Amount (i.e., \$875,000.00) and reimbursement of litigation costs and expenses in an amount not to exceed thirty-five thousand dollars (\$35,000.00) to Class Counsel; (2) Enhancement Payments in an amount not to exceed ten thousand dollars (\$10,000.00) each to Plaintiffs for their services in the Actions (for a total of \$20,000.00); (3) penalties pursuant to PAGA in the amount of one hundred thousand dollars (\$100,000.00) ("PAGA Amount"), of which 75%, or seventy five thousand dollars (\$75,000.00) will be paid to the Labor and Workforce Development Agency ("LWDA Payment") and 25%, or twenty-five thousand dollars (\$25,000.00), will be paid to Aggrieved Employees; and (4) Settlement Administration Costs in an amount not to exceed fifteen thousand dollars (\$15,000.00) to the Settlement Administrator.

Class Members are eligible to receive payment of their share of the Net Settlement Amount ("Individual Settlement Share"), based on the number of weeks each Class Member worked for Defendant as an hourly non-exempt employee in California during the Class Period ("Workweeks"), and Aggrieved Employees will receive payment of their share of 25% of the PAGA

Amount (“Individual PAGA Payment”), based on the number of pay periods that each Aggrieved Employee was issued a wage statement by Defendant during the PAGA Period (“Pay Periods”). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Settlement (which is listed in Section III.C below). Class Members who do not submit a valid and timely Request for Exclusion (“Settlement Class Members”) will be issued payment of their final Individual Settlement Share.

The Settlement Administrator has computed your Individual PAGA Payment by dividing the 25% portion of the PAGA Amount attributed to Aggrieved Employees, i.e., \$25,000.00, by the total number of Pay Periods worked by all Aggrieved Employees resulting in the Pay Period Value, and then multiplying the Pay Period Value by the number of Pay Periods of each individual Aggrieved Employee.

Each Individual Settlement Share will be allocated as one-third (1/3) wages which will be reported on an IRS Form W2 and two-thirds (2/3) penalties and interest which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). Any payment for an Individual PAGA Payment will be allocated as penalties, will not be subject to taxes or withholdings, and will be reported on an IRS Form-1099, if necessary.

If the Court grants final approval of the Settlement, Individual Settlement Payments and Individual PAGA Payments will be mailed to Settlement Class Members and Aggrieved Employees at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks Based on Defendant’s Records

According to Defendant’s records:

- **From December 18, 2014 to February 17, 2021, you worked for Defendant as an hourly non-exempt employee in California for [REDACTED] Workweeks.**
- **From February 13, 2019 to February 17, 2021, you worked for Defendant as an hourly non-exempt employee in California and were issued [REDACTED] wage statements (i.e., Pay Periods).**

If you wish to dispute the Workweeks credited to you, you must submit your dispute by way of written letter that is sent to the Settlement Administrator. The written letter must: (a) contain the case name and number of the *Masinas* Action (*Masinas, et al. v. Fleetpride, Inc.*, Case No. STK-CV-UOE-2018-0015792); (b) be signed by you; (c) contain your full name, address, telephone number, and the last four digits of your Social Security Number; (d) clearly state that you dispute the number of Workweeks credited to you and what you contend is the correct number to be credited to you; (e) include information and/or attach documentation demonstrating that the number of Workweeks that you contend should be credited to you is correct; and (f) be returned by mail to the Settlement Administrator at the address specified in Section IV.B below, postmarked **no later than [the Response Deadline]**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment

As explained above, your estimated Individual Settlement Share is based on the number of Workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED]. The Individual Settlement Share is subject to reduction for the employee’s share of taxes and withholding with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

As explained above, your estimated Individual PAGA Payment is based on the number of Pay Periods credited to you.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED]. The Individual PAGA Payment is not subject to taxes or withholding and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share reflected in this Notice is

only an estimate. Your actual Individual Settlement Payment may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiffs and all Class Members who do not submit a valid and timely Request for Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims he or she may have or had during the Class Period. In addition, all Aggrieved Employees will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims during the PAGA Period.

“Released Class Claims” means any and all claims alleged, or could have been pled, in the operative Complaint, including claims under California Labor Code sections 201, 201.3, 202, 203, 204, 204b, 204.1, 204.2, 205, 205.5, 210, 212, 213, 218, 218.5, 218.6, 221, 225.5, 226, 226.3, 226.7, 510, 512, 516, 558, 1174, 1182, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 2800, 2802, and Civil Code § 3287, as well as IWC Wage Order No. 5-2001 §§ 3, 4, 11, and 12, and the California Business and Professions Code Section 17200 based on alleged violations of the foregoing statutes and Wage Order sections; as well as all claims arising under the listed California Labor Code statutes based on the primary rights of those statutes, irrespective of the theory of recovery alleged. Unless a Class Member submits a valid and timely Request for Exclusion, Settlement Class Members are bound by the settlement and release of Released Class Claims regardless of whether an Individual Settlement Share is used by them and/or cashed by them.

“Released PAGA Claims” means any civil penalty claims under the Private Attorneys General Act, California Labor Code sections 2698-2699.5, *et seq.* (“PAGA”), predicated on the claims alleged in the Operative Complaint, or could have been pled, as well as all PAGA claims predicated on California Labor Code sections 201, 201.3, 202, 203, 204, 204b, 204.1, 204.2, 205, 205.5, 210, 212, 213, 218, 218.5, 218.6, 221, 225.5, 226, 226.3, 226.7, 510, 512, 516, 558, 1174, 1182, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 2800, 2802 based on the primary rights of those statutes, irrespective of the theory of recovery alleged. Class Members will not have the opportunity to opt out of, or object, to the settlement and release of Released PAGA Claims. Further, the Class Members are bound by the settlement and release of Released PAGA Claims regardless of whether an Individual PAGA Payment is used by them and/or cashed by them.

“Released Parties” means Defendant and all of its subsidiaries, affiliates, shareholders, members, agents, predecessors, successors, and assigns.

Regardless of whether an individual opts out of the Class Settlement, all Aggrieved Employees will be deemed to have released Defendant and the other Released Parties from all Released PAGA Claims.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount of up to thirty-five percent (35%) of the Total Settlement Amount (i.e., an amount of up to \$875,000.00) and reimbursement of litigation costs and expenses in an amount of up to thirty-five thousand dollars (\$35,000.00) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. All Attorneys’ Fees and Costs awarded by the Court will be paid from the Total Settlement Amount. Class Counsel have been prosecuting the Actions on behalf of Plaintiffs and Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

F. Enhancement Payments to Plaintiffs

Plaintiffs will seek the amount of ten thousand dollars (\$10,000.00) to each of them (“Enhancement Payments”), in recognition of their services in connection with the Actions. The Enhancement Payments will be paid from the Total Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiffs in addition to their Individual Settlement Payments and Individual PAGA Payments (if applicable) that they are entitled to under the Settlement.

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G. Settlement Administration Costs to the Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed fifteen thousand dollars (\$15,000.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and disputes of Workweeks, calculating Individual Settlement Shares and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Total Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement. You will also be issued your Individual PAGA Payment and be subject to the Released PAGA Claims regardless of whether you exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Settlement and any judgment that may be entered by the Court based thereon, and you will release the claims described in Section III.D above. As a Class Member, you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Settlement by submitting a written request (“Request for Exclusion”) to the Settlement Administrator.

A Request for Exclusion must: (a) contain the case name and number of the *Masinas* Action (*Masinas, et al. v. Fleetpride, Inc.*, Case No. STK-CV-UOE-2018-0015792); (b) be signed by you; (c) contain your full name, address, telephone number, and last four digits of your Social Security Number; (d) contain a statement clearly indicating that you do not wish to be included in the Class Settlement; and (e) be submitted to the Settlement Administrator by mail, postmarked **no later than [Response Deadline]**, at the following mailing address:

[Settlement Administrator]

[Mailing Address]

If the Court grants final approval of the Settlement, any Class Member who submits a valid and timely Request for Exclusion will not be entitled to receive the Individual Settlement Payment from the Settlement, will not be bound by the Class Settlement and Released Class Claims as described in Section III.D above, and will not have any right to object to, appeal, or comment on the Class Settlement. Regardless of whether a Class Member submits a valid and timely Request for Exclusion, if he or she is an Aggrieved Employee, he or she will be bound by the PAGA Settlement and Released PAGA Claims and will be paid an Individual PAGA Payment.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection (“Notice of Objection”) to the Settlement Administrator or presenting your objection at the Final Approval Hearing.

A Notice of Objection must: (a) contain the case name and number of the *Masinas* Action (*Masinas, et al. v. Fleetpride, Inc.*, Case No. STK-CV-UOE-2018-0015792); (b) contain your full name, signature, address, and telephone number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be mailed to the Settlement Administrator at the address listed in Section IV.B above, postmarked **no later than [Response Deadline]**.

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V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 10C of the San Joaquin County Superior Court, located at 180 E. Weber Avenue, Stockton, California 95202, on August 3, 2021, at 9:00 a.m., to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys' Fees and Costs to Class Counsel, Enhancement Payments to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear remotely if you wish to. Due to the ongoing COVID-19 pandemic, Class Members should contact the clerk for Department 10C at (209) 992-5693 for instructions on how to appear remotely.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and other court records in the Action for a fee by visiting the civil clerk's office, located at 180 E. Weber Avenue, Stockton, California 95202, during business hours, or by online by visiting the following website: <https://cms.sjcourts.org/fullcourtweb/start.do>.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.