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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

JACOB CARRILLO, on behalf of himself and all
others similarly situated,

Plaintiff,

vs.

BIKEHUB, a California corporation; BICYCLE
TRANSIT SYSTEMS, INC., a Delaware
Corporation; and DOES 1 through 100,

Defendants.

Case No. 20STCV28879

*[Assigned for all purposes to the
Hon. David S. Cunningham; Dept. SSC-11]*

**DECLARATION OF PAUL K. HAINES
IN SUPPORT OF PLAINTIFF'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: March 23, 2022
Time: 10:00 a.m.
Dept.: SSC-11

Complaint Filed: July 29, 2020
Trial Date: None set

1 I, PAUL K. HAINES, declare as follows:

2 1. I am a shareholder and principal of Haines Law Group, APC, and counsel for the
3 named Plaintiff Jacob Carrillo (“Plaintiff”) and the proposed Settlement Class in the above-
4 captioned matter. I am a member in good standing of the bar of the State of California and am
5 admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration
6 and could testify competently to them if called upon to do so.

7 2. I am a 2006 graduate of Pepperdine University School of Law, where I graduated
8 cum laude. During law school, I worked as a law clerk for the appellate firm of Horvitz & Levy,
9 located in Encino, California. I also spent a semester in law school working as an extern for the
10 Honorable Edward Rafeedie, District Judge for the United States District Court for the Central
11 District of California.

12 3. Since graduating from law school, my practice has focused almost exclusively on
13 employment litigation. In September 2007, I began working as an associate attorney at the
14 international law firm of Littler Mendelson P.C., at its Los Angeles office, which according to its
15 website is the “largest U.S.-based law firm exclusively devoted to representing management in
16 every aspect of labor and employment law.” While at Littler Mendelson, I was primarily staffed
17 on wage and hour class actions venued in both state and federal courts, and I also worked on a
18 number of single and multi-plaintiff wage and hour matters as well.

19 4. During my employment at Littler Mendelson, I played a significant role in the
20 class actions that I was staffed on, as I was often the only associate staffed on such cases. In
21 particular, I received a wide-array of wage and hour class action experience performing the
22 following types of tasks: drafting demurrers, motions to strike and/or dismiss; removing actions
23 from state court to federal court; drafting and responding to written discovery; drafting and
24 opposing discovery related motions; arguing discovery related motions; drafting motions to
25 consolidate related matters; interviewing putative class members and obtaining declarations in
26 connection with class certification; drafting oppositions to motions for class certification; drafting
27 motions for decertification following class certification; conducting exposure analyses to assess
28 the strengths and weaknesses of asserted claims, the likelihood of prevailing at class certification

1 and potential damages resulting from such claims; drafting mediation briefs; serving as the
2 primary contact to in-house counsel; deposing named Plaintiff and putative class members;
3 deposing retained expert witnesses; and defending the depositions of corporate witnesses. In
4 short, I played an integral role in all aspects of litigation from the inception of a matter through
5 and beyond class certification. I also supervised the work of several junior attorneys who were
6 staffed on the same wage and hour class actions.

7 5. In June 2011, I voluntarily resigned from Littler Mendelson in order to accept an
8 associate attorney position with the international law firm of Morgan, Lewis & Bockius LLP, at
9 its Los Angeles office, where I began working in July 2011. During my employment at Morgan,
10 Lewis & Bockius LLP, I worked exclusively on the defense of wage and hour class and collective
11 actions. For the vast majority of these cases, I was the only associate staffed on the matter, and I
12 performed the same job duties as described in the immediately preceding paragraph. In addition
13 to working on wage and hour class actions, at Morgan, Lewis & Bockius I also worked on a
14 number of “hybrid” actions asserting nationwide wage and hour claims under the Fair Labor
15 Standards Act (“FLSA”), as well as California-specific claims under Rule 23 of the Rules of Civil
16 Procedure.

17 6. In July 2012, I transitioned into litigating wage and hour class actions from the
18 Plaintiff’s side, first as a Partner with the law firm of Boren, Osher & Luftman, LLP, and since
19 February 2016, as a Shareholder of the Haines Law Group, APC. Currently, over ninety percent
20 (90%) of my practice is dedicated exclusively to the prosecution of wage and hour class actions,
21 and I am currently responsible for prosecuting over thirty (30) wage and hour class actions filed
22 in both State and Federal courts throughout California. Below are some of the matters in which I
23 have been appointed as Class Counsel, all of which have been granted final approval: *Hilberger*
24 *v. Eisenhower Medical Center*, Case No. INC1204915, California Superior Court, County of
25 Riverside, Honorable Judge John G. Evans, presiding, (in which I was approved for an hourly
26 rate of \$500 for work performed in 2012 and 2013); *Lopez v. Cornucopia Tools and Plastics, Inc.*,
27 Case No. CV138049, California Superior Court, County of San Luis Obispo, Honorable Judge
28 Martin J. Tangeman, presiding, (in which I was approved for an hourly rate of \$425 for work

performed in 2013 and 2014); *Tacker v. Compass Health, Inc.*, Case No. CV13-02261 BRO (JCG), United States District Court, Central District of California, Honorable Judge Beverly Reid O’Connell, presiding, (in which I was approved for an hourly rate of \$500 for work performed in 2013 and 2014); *Noell v. American Professional Ambulance Corporation, Inc.*, Case No. BC499345, California Superior Court, County of Los Angeles, Honorable Judge Kenneth R. Freeman, presiding, (in which I was approved for an hourly rate of \$500 for work performed in 2013 and 2014); *Bautista v. Harvest Management Sub LLC*, Case No. CV12-10004 FMO (CWx), United States District Court, Central District of California, Honorable Judge Fernando M. Olguin, presiding (in which I was approved for an hourly rate of \$500 for work performed in 2012, 2013 and 2014); *Davila v. OCB Restaurant Co.*, Case No. CV13-5403 PA (JCG), United States District Court, Central District of California, Honorable Judge Percy Anderson, presiding (in which I was approved for an hourly rate of \$500 for work performed in 2013 and 2014); *Abad v. Waste Connections, Inc.*, Case No. CV12-06708 DDP (PJWx), United States District Court, Central District of California, Honorable Judge Dean D. Pregerson, presiding (in which I was approved for an hourly rate of \$500 for work performed in 2013 and 2014); *Plantillas v. Snap-On Incorporated*, Case No. CV13-05153 DDP (VBKx), United States District Court, Central District of California, Honorable Judge Dean D. Pregerson, presiding (in which I was approved for an hourly rate of \$500 for work performed in 2013 and 2014); *Theodore v. Keyes European, LLC*, Case No. BC521395, California Superior Court, County of Los Angeles, Honorable Judge Elihu Berle, presiding (in which I was approved for an hourly rate of \$500 for work performed in 2013 and 2014); *Morales v. Sunset Tower Hotel LLC*, Case No. BC511924, California Superior Court, County of Los Angeles, Honorable Judge John Shepard Wiley Jr., presiding (in which I was approved for an hourly rate of \$500 for work performed in 2013 and 2014); *Gonzalez v. Universal Alloy Corp.*, Case No. SACV13-00807 JVS (MRWx), United States District Court, Central District of California, Honorable Judge James V. Selna, presiding (in which I was approved for an hourly rate of \$500 for work performed in 2013 and 2014); *Morawski v. Milt Guggia Enterprises, Inc.*, Case No. CV13-2349 ABC (RZx), United States District Court, Central District of California, Honorable Judge Andre Birotte, Jr., presiding (in which I was approved for an

1 hourly rate of \$500 for work performed in 2013 and 2014); *Thorp v. Alcal Industries, Inc., et al.*,
2 Case No. CV13-02289 YGR, United States District Court, Northern District of California,
3 Honorable Judge Yvonne Gonzalez Rogers, presiding (in which I was approved for an hourly rate
4 of \$500 for work performed in 2013 and 2014); *Myles v. College Hospital*, Case No. BC487206,
5 California Superior Court, County of Los Angeles, Honorable Judge John Shepard Wiley, Jr.,
6 presiding (in which I was approved for an hourly rate of \$500 for work performed in 2013, 2014
7 and 2015); *Sarinana v. DS Waters of America, Inc.*, Case No. C13-0905 EMC, United States
8 District Court, Northern District of California, Honorable Edward M. Chen, presiding (in which
9 I was approved for an hourly rate of \$550 for work performed in 2014 and 2015); *Julio v. Anthony,*
10 *Inc.*, Case No. CV14-03172 AB (SHx), United States District Court, Central District of
11 California, Honorable Judge Andre Birotte Jr., presiding (in which I was approved for an hourly
12 rate of \$550 for work performed in 2014 and 2015); *Litt v. Western Stone & Metal Corp.*, Case
13 No. 3:14-cv-02804-PJH, United States District Court, Northern District of California, Honorable
14 Judge Phyllis J. Hamilton, presiding (in which I was approved for an hourly rate of \$550 for work
15 performed in 2014 and 2015); *Rubalcava v. United Towing and Transport Burbank, et al.*, Case
16 No. BC518468, California Superior Court, County of Los Angeles, Honorable Judge Kenneth
17 Freeman, presiding (in which I was approved for an hourly rate of \$550 for work performed in
18 2013, 2014 and 2015); *Sanchez v. Res-Care, Inc.*, Case No. BC526175, California Superior Court,
19 County of Los Angeles, Honorable John S. Wiley, presiding (in which I was approved for an
20 hourly rate of \$550for work performed in 2013, 2014 and 2015); *Prado v. Warehouse Demo*
21 *Services, Inc.*, Case No. CV14-3170 JFW (Ex), United States District Court, Central District of
22 California, Honorable Judge John F. Walter, presiding (in which I was approved for an hourly
23 rate of \$550 for work performed in 2014 and 2015); *Rivera Regalado v. Jaguar Farm Labor*
24 *Contracting*, Case No. CV 130569, California Superior Court, County of San Luis Obispo,
25 Honorable Martin J. Tangeman, presiding (in which I was approved for an hourly rate of \$550
26 for work performed in 2014 and 2015); *Rodas v. Gateways Hospital and Mental Health Center*,
27 Case No. BC503179, California Superior Court, County of Los Angeles, Honorable Judge Amy
28 D. Hogue, presiding (in which I was approved for an hourly rate of \$550 for work performed in

2014 and 2015); *Escobar v. Century West, LLC*, Case No BC564873, California Superior Court, County of Los Angeles, Honorable Judge Jane L. Johnson, presiding (in which I was approved for an hourly rate of \$550 for work performed in 2014 and 2015 and 2016); *Shaw v. Conant Auto Retail, San Diego*, Case No. 37-2014-00044052-CU-OE-CTL, California Superior Court, County of San Diego, Honorable Judge Joan M. Lewis, presiding (approving an hourly rate of \$575 for work performed in 2014, 2015, and 2016); *Tirado v. Ricon Corp.*, Case No. BC537042, California Superior Court, County of Los Angeles, Honorable John S. Wiley, presiding (approving an hourly rate of \$575 for work performed in 2014, 2015, and 2016); and *Horta v. Searles Valley Minerals, Inc.*, Case No. CIVDS 1507615, California Superior Court, County of San Bernardino, Honorable Donald Alvarez presiding (approving an hourly rate of \$575 for work performed in 2015 and 2016); *Cristobal v. Koos Manufacturing, Inc.*, Case No. BC591484, California Superior Court, County of Los Angeles, Hon. William F. Highberger presiding (approving an hourly rate of \$575 for work performed in 2015 and 2016); *Rodriguez v. Spartan, Inc.*, Case No. BCV-15-100007-DRL, California Superior Court, County of Kern, Honorable David R. Lampe presiding (approving hourly rate of \$575 for work performed in 2015, 2016, and 2017); *Kostyuk, et al. v. Golden State Overnight Delivery Service, Inc.*, Case No. RG14727191, California Superior Court, Alameda County, Honorable Winifred Y. Smith presiding (approving an hourly rate of \$575 for work performed in 2015, 2016, and 2017); *Nunez v. CompuCom Systems, Inc.*, Case No. BC618385, California Superior Court, County of Los Angeles, Honorable Judge John Shepard Wiley, Jr., presiding (approved at an hourly rate of \$600 for work performed in 2016 and 2017); *Mansilla v. Haeco Americas Line Services, LLC, et al*, Case No. BC615310, Superior Court of California, County of Los Angeles, Honorable Judge Elihu M. Berle presiding (approved at an hourly rate of \$600 for work performed in 2016 and 2017); and *Morales v. Caremeridian, LLC, et al.*, Case No. BC593191, California Superior Court, County of Los Angeles, Judge William F. Highberger presiding (granting final approval of settlement on behalf of direct support professionals involving claims for unpaid wages, meal and rest period violations, wage statement violations, and other claims).

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1 7. I have also moved to certify and have received an order certifying a class action
2 and/or conditionally certifying a collective action, in the following cases:

- 3 • *Medeiros v. Vortex Financial Management Inc.*, Case No. 30-2013-00644741-CU-OE-
4 CXC, California Superior Court, County of Orange, Honorable Judge Gail A. Andler,
5 presiding (certifying a class of employees who were misclassified as independent
6 contractors);
- 7 • *Javine v. San Luis Ambulance Service, Inc.*, Case No. CV13-07480 BRO (SSx), United
8 States District Court, Central District of California, Honorable Judge Beverly Reid
9 O'Connell, presiding (conditionally certifying an unpaid FLSA overtime wage class);
- 10 • *Prado v. Warehouse Demo Services, Inc.*, Case No. CV14-3170 JFW (Ex), United States
11 District Court, Central District of California, Honorable Judge John F. Walter, presiding
12 (certifying a rest period violation class and conditionally certifying an FLSA unpaid
13 overtime wage class);
- 14 • *Bower v. Cycle Gear, Inc.*, Case No. CV14-2712 HSG, United States District Court,
15 Northern District of California, Honorable Judge Haywood S. Gilliam, Jr., presiding
16 (conditionally certifying an unpaid FLSA overtime wage class);
- 17 • *Vega v. Weatherford U.S., Limited Partnership*, Case No. CV14-1790-JLT, United States
18 District Court, Eastern District of California, Honorable Jennifer L. Thurston, presiding
19 (conditionally certifying an unpaid FLSA overtime wage class);
- 20 • *Galvan v. AMVAC Chemical Corporation*, Case No. 30-2014-00716103-CU-OE-CXC,
21 California Superior Court, County of Orange, Honorable Judge William Claster, presiding
22 (certifying unpaid overtime wage class and waiting time penalty class);
- 23 • *Ontiveros v. Safelite Fulfillment, Inc., et al*, Case No. CV 15-7118-DMG (RAOx), United
24 States District Court, Central District of California, Honorable Dolly M. Gee presiding
25 (certifying six classes of employees for rest period violations, wage statement violations,
26 meal period violations, and overtime and double-time violations);
- 27 • *Vazquez, et al v. Kraft Heinz Foods Company*, Case No. 16-cv-2749-WQH-BLM, United
28 States District Court, Southern District of California, Honorable William Q. Hayes

presiding (certifying six classes of employees for unpaid wages, meal period violations, wage statement violations, and waiting time penalties);

- *Caudle, et al. v. Sprint/United Management Company, et al.* Case No. C 17-06874-WHA, United States District Court, Northern District of California, Honorable William H. Alsup presiding (certifying three classes of employees for unlawful wage deduction violations, wage statement violations, and waiting time violations);
- *Staublein v. Wells Fargo Bank, N.A.*, Case No. CIVDS1712267, San Bernardino County Superior Court, Honorable David S. Cohn presiding (certifying wage statement class);
- *Perez v. Sunbelt Rentals, Inc.* Case No. 37-2018-00026405-CU-OE-CTL, California Superior Court, County of San Diego, Honorable Eddie C. Sturgeon presiding (certifying one class of employees for wage statement violations); and
- *Bowlin-Burdick, et al v. Life Care Centers of America, Inc.*, Case No. BC657139, Los Angeles County Superior Court, Honorable Maren E. Nelson presiding (certifying four classes for meal period violations, rest period violations, wage statement violations, and waiting time penalties).

8. As counsel for Plaintiff and the proposed Settlement Class, I have been intimately involved in every aspect of this case from its inception through the present, and I believe that the proposed Settlement is a favorable result for the Settlement Class.

9. Defendants Bikehub and Bicycle Transit Systems, Inc. (collectively “Defendants”) administer bike share programs on behalf of the Bay Area Rapid Transit, Los Angeles County Metropolitan Authority, and the city of Sacramento, California.

10. On July 29, 2020, Plaintiff filed his Class Action Complaint in Los Angeles County Superior Court alleging causes of action for: (1) failure to reimburse necessary business expenses; (2) meal period violations; (3) wage statement violations; (4) waiting time penalties; and (5) unfair competition in violation of California Business & Professions Code § 17200, *et seq.* On October 5, 2020, Plaintiff filed his First Amended Class and Representative Action Complaint (“FAC”) to add a cause of action for civil penalties under the Private Attorneys General Act (“PAGA”). Attached hereto as **Exhibit B** is a true and correct copy of Plaintiff’s

1 letter to the Labor & Workforce Development Agency (“LWDA”). On February 16, 2022, the
2 Parties stipulated for leave to file a Second Amended Class and Representative Action Complaint
3 (“SAC”) to add causes of action for: (1) minimum wage violations; (2) overtime violations; and
4 (3) rest period violations.

5 11. Prior to mediation, the Parties engaged in significant informal discovery, including
6 Defendants’ production of an approximate 15% random sampling of timekeeping and payroll data
7 for the putative class, all relevant wage and hour written policies, and other relevant data and
8 information. Defendants also produced a “class list” with Class Members’ hire and termination
9 dates (if applicable). Plaintiff conducted a comprehensive analysis and extrapolation of the
10 timekeeping and payroll data to calculate Defendants’ potential exposure for each of Plaintiff’s
11 claims. This discovery allowed the Parties to assess the merits and value of Plaintiff’s claims, the
12 chances of certification of Plaintiff’s claims, and Defendants’ potential defenses.

13 12. On December 7, 2021, the Parties participated in a full-day mediation with Jeffrey
14 A. Ross, Esq., a well-respected wage and hour class action mediator. During mediation, the
15 Parties vigorously debated their opposing legal positions, the likelihood of certification of
16 Plaintiff’s claims, and the legal basis for the claims and defenses. At the conclusion of mediation,
17 Mr. Ross issued a mediator’s proposal for a class-wide settlement, which was ultimately accepted
18 by all Parties and documented in a Memorandum of Understanding (“MOU”). During the months
19 that followed, the Parties negotiated and finalized the long-form Settlement Agreement now
20 before this Court. A true and correct copy of the Settlement Agreement is attached hereto as
21 **Exhibit A**. The proposed Class Notice is attached as **Exhibit 1** to the Settlement Agreement.

22 13. The monetary terms of the Settlement are summarized below:

- | | | |
|----|---|--------------------|
| 23 | • Gross Settlement Amount (“GSA”): | \$375,000.00 |
| 24 | • Minus Court-approved attorneys’ fees (up to 1/3): | \$125,000.00 |
| 25 | • Minus Court-approved verified costs (up to): | \$30,000.00 |
| 26 | • Minus Court-approved Incentive Payment: | \$5,000.00 |
| 27 | • Minus PAGA Payment to LWDA: | \$15,000.00 |
| 28 | • <u>Minus estimated settlement administration costs (up to):</u> | <u>\$10,000.00</u> |
| | • Net Settlement Amount (“NSA”): | \$190,000.00 |

14. According to Defendants, there are approximately 105 total Class Members.
Therefore, the average individual Settlement Award is projected to be approximately \$1,809.52.

1 15. As described in the accompanying Motion for Preliminary Approval of Class
2 Action Settlement, Plaintiff alleges that Defendants failed to provide legally-compliant off-duty
3 first meal periods. Specifically, Plaintiff alleges that from July 29, 2016 to January 1, 2018, Class
4 Members were required to take on-duty meal periods and did not record their meal periods.
5 Plaintiff contends that Defendants did not maintain on-duty meal period agreements, and that
6 Defendants could not lawfully utilize an on-duty meal period agreement given the nature of the
7 work performed by Class Members. Furthermore, beginning in January 2018, Defendants
8 required that Class Members record their meal periods and to take off-duty meal periods when
9 they worked at least 5.0 hours; however, Plaintiff's analysis of timekeeping records produced by
10 Defendants revealed that meal periods were occasionally "late" and/or "short." Defendants
11 represented that it paid approximately \$34,592 in meal period premium wages during the Class
12 Period, furthering its argument that it paid meal period premiums for any non-compliant meal
13 periods. Plaintiff's review and analysis of timekeeping records produced by Defendants revealed
14 that 11% of meal period eligible shifts had a non-compliant first meal period, and that there were
15 approximately 11,772 shifts in excess of 6.0 hours with a non-compliant meal period. Giving
16 credit to the \$34,592 in meal period premiums Defendants represented they paid to Class
17 Members, Plaintiff calculated Defendants' maximum exposure for this claim at approximately
18 \$203,084 (11,772 non-compliant meal periods * \$20.19 average premium) - \$34,592. However,
19 Defendants argue that from July 29, 2016 to January 1, 2018, Class Members were always
20 provided with an opportunity to take an off-duty meal period prior to the fifth hour of work, but
21 as an employee benefit, paid Class Members an extra 30 minutes per shift for paid "lunches".
22 Defendants also argue that under *Brinker* they are only required to "provide" the opportunity to
23 take meal periods, not "ensure" meal periods are taken, and that, as described above, it has always
24 done so, and any non-compliant first meal periods in the timekeeping records were the result of
25 employee choice. Defendants further contend that the first meal period claim is not suited for
26 class certification, since individual inquiries would be needed to assess which employees took
27 non-compliant meal periods or missed meal periods, how many meal periods were non-compliant
28 or missed, and the reasons why a particular employee did not take a compliant meal period on a

particular shift. In light of Defendants’ defenses and arguments, Plaintiff discounted Defendants’ maximum exposure by 25% for the risk of non-certification, and an additional 25% to account for Defendants’ defenses on the merits, to arrive at an estimated total of approximately \$114,234.

16. Plaintiff further alleges that Defendants failed to provide legally-compliant second meal periods on shifts in excess of 10.0 hours. Based on Plaintiff’s review and analysis of Defendants’ timekeeping records, Plaintiff calculated Defendants’ maximum exposure for this claim at approximately \$17,666 (875 second meal period violations * \$20.19 average premium). However, Defendants argue that under *Brinker* it is only required to “provide” the opportunity to take second meal periods, and that any missed second meal periods were the result of lawful employee waiver or choice. Defendants also contend that Class Members voluntarily waived their second meal periods on shifts in excess of 10.0 hours but less than 12.0 hours, as they are entitled to do pursuant to Labor Code § 512. Defendants also contend that class certification would not be proper as individualized inquiries will be required to determine why each second meal period was missed, and whether there was a valid waiver. In light of these arguments and defenses, Plaintiff discounted the maximum amount that the class could potentially recover for second meal periods by 25% for a risk of non-certification, and an additional 25% for a risk of losing on the merits to arrive at an estimated exposure amount of approximately \$9,937.

17. Plaintiff alleges that Defendants underpaid Class Members’ overtime wages due to its failure to include all remuneration in the regular rate of pay for overtime purposes. Specifically, Plaintiff alleges that from July 29, 2016 to January 1, 2018, Defendants provided Class Members with gratuitous ‘paid’ off-duty meal periods, but did not include these gratuitous payments into Class Members’ regular rate of pay for overtime purposes, and thereby miscalculated and underpaid Class Members’ overtime wages. Based upon Plaintiff’s analysis and extrapolation of timekeeping and payroll data provided by Defendants, Plaintiff calculated Defendants’ maximum exposure for this claim at approximately \$6,430. Defendants contend that they properly included all forms of remuneration when calculating the regular rate of pay, and therefore, paid all overtime wages to Class Members. In light of these defenses, Plaintiff discounted the maximum amount that the class could potentially recover by 10% for a risk of

1 non-certification, and an additional 15% for a risk of losing on the merits, to arrive at an estimated
2 exposure amount of approximately \$4,919.

3 18. Plaintiff contends that Defendants required Class Members to use their personal
4 cellphones for work-related purposes, including to check their daily work schedules,
5 communicate with dispatchers, and to clock in and out of their work shifts, however, Defendants
6 did not reimburse Class Members for these expenses. Defendants represented that it reimbursed
7 non-exempt supervisory employees for cell phone expenses in the amount of \$20,035 during the
8 Class Period. Giving credit to the reimbursements Defendants represented they made, Plaintiff
9 calculated Defendants' maximum exposure for this claim at approximately \$35,790 ($(\25.00 per
10 $\text{month} * 2,233 \text{ aggregate months in Class Period}) - \$20,035$). Defendants argue that this claim
11 would require individual inquiries into whether Class Members actually used their personal
12 cellular phones for work purposes, how much expense they incurred, whether they submitted a
13 request for reimbursement, and the reasonableness of that expense, thus precluding class
14 certification. Moreover, Defendants represented that they provided company cell phones and
15 tablets for Class Members to use at work starting in December 2019, thereby cutting off its
16 potential liability for a significant portion of the Class Period. In light of Defendants' arguments
17 and defenses, Plaintiff discounted the maximum amount that the class could potentially recover
18 by 50% for a risk of non-certification, and an additional 50% for risk of losing on the merits or
19 failure to recover the full amount, to arrive at a projected exposure of \$8,948.

20 19. Plaintiff alleges that due to work demands imposed by Defendants, Defendants
21 failed to authorize and permit all legally-compliant rest periods throughout the Class Period.
22 Based on Plaintiff's analysis and extrapolation of the timekeeping records provided by
23 Defendants, there were approximately 43,940 rest period eligible shifts worked during the Class
24 Period. Based on interviews with Class Members, Plaintiff estimates there was a 50% violation
25 rate with respect to rest periods, and therefore, Plaintiff calculated a maximum estimated exposure
26 of approximately \$443,574 ($21,970 \text{ non-compliant rest periods} * \$20.19 \text{ average premium}$) for
27 Plaintiff's rest period claim. Defendants argue that they have always maintained and enforced
28 lawful rest period policies and practices during the Class Period. Defendants also maintain that

any failure to take rest periods was the result of employee choice, and that it is not required to police rest periods. Finally, Defendants contend that Plaintiff's rest period claim is not amenable to class treatment as individualized inquiries would be required to determine which employees failed to take rest periods, and the reasons why each employee failed to take a rest period on a particular shift. These considerations are particularly present with respect to rest periods, Defendants argue, as rest periods are not – and need not be – recorded. In light of these defenses, Plaintiff assessed a 60% risk of non-certification, and discounted an additional 50% for risk of being unsuccessful on the merits or failure to recover the full amount sought, to arrive at a projected exposure of \$88,715.

20. Plaintiff also alleges that Defendants' timekeeping policies and/or practices resulted in an underpayment of wages, in that Class Members, were required to perform work off-the-clock work. Based on interviews with Class Members and an analysis of Defendants' timekeeping and payroll data, Plaintiff estimates that Class Members were underpaid by approximately 10 minutes per shift, which results in approximately 7,323 unpaid hours during the Class Period. Accordingly, Plaintiff calculated Defendants' maximum exposure for this claim at \$147,851 (7,323 unpaid hours * \$20.19 average rate of pay). Defendants contend that they maintained lawful timekeeping policies and/or practices, expressly prohibited off-the-clock work, and compensated employees for all hours actually worked. Defendants also assert that this claim is not amenable to class certification as individualized inquiries would be required to determine whether each employee performed off-the-clock work on a particular shift, and whether Defendants were aware that such work was being performed. In light of Defendants' arguments and defenses, Plaintiff attributed a 75% chance that this claim would not be certified, and an additional 50% chance that he would not succeed on the merits, for a projected exposure of \$18,481.

21. As a result of these alleged violations, Plaintiff alleges that Defendants are liable for waiting time penalties under Labor Code § 203. Based on data provided by Defendants, there are approximately 57 Class Members who have separated their employment with Defendants since July 29, 2017. Therefore, and based on an estimated average waiting time penalty of \$4,846

($\$20.19/\text{hr.} * 8 \text{ hours per day} * 30 \text{ days}$), Plaintiff estimated Defendants' maximum waiting time penalty exposure at approximately $\$276,222$ ($57 \text{ former employees} * \$4,846 \text{ penalty}$). However, Defendants argue that they possess strong, good faith defenses to Plaintiff's underlying claims, thus precluding recovery of waiting time penalties, which are only available for the "willful" failure to pay wages. Defendants further contend that Plaintiff's meal and rest period claims cannot support a claim for waiting time or wage statement penalties. Moreover, because the waiting time claim is derivative of Plaintiff's underlying wage claims, Plaintiff would need to overcome Defendants' defenses, both as to class certification and as to the merits of his underlying claims. Based on these defenses, Plaintiff discounted Defendants' maximum exposure by 40% for risk of non-certification, and an additional 50% for risk of being unsuccessful on the merits or failure to recover the full amount sought, to arrive at an estimated total of approximately $\$82,867$.

22. As a result of the violations alleged above, Plaintiff further alleges that Defendants furnished inaccurate wage statements in violation of Labor Code § 226. Plaintiff's analysis reflected that there were approximately 2,729 pay periods worked by Class Members within the liability period applicable to Plaintiff's wage statement claim. In calculating Defendants' exposure, Plaintiff gave Defendants the benefit of assuming Plaintiff could only obtain the "initial" wage statement violation rate of $\$50$ per pay period, for a total of approximately $\$136,450$ ($2,729 \text{ pay periods} * \$50 \text{ "initial" penalty}$) in potential penalties. However, Defendants argue that any alleged wage statement violations were not "knowing and intentional," that Plaintiff cannot show he or other employees "suffer[ed] injury" to recover penalties under Section 226(e), that wage statement penalties are not recoverable for meal and rest period violations, that wage statements always included the actual amounts paid to employees, and that this claim is not amenable for class certification for the same reasons as Plaintiff's underlying claims. Defendants further argue the same defenses to class certification as to Plaintiff's underlying claims apply equally to his derivative wage statement claim. Thus, Plaintiff discounted the maximal exposure by 50% for risk of non-certification, and by an additional 50% for risk of being unsuccessful on the merits, to arrive at an estimated realistic total of approximately $\$34,113$.

1 23. Finally, Plaintiff alleges a derivative claim for PAGA civil penalties. Plaintiff's
2 analysis reflected there were approximately 2,729 pay periods worked in the PAGA Period (i.e.,
3 July 29, 2019 through the end of the Class Period). Therefore, Plaintiff estimated a maximum
4 total PAGA exposure of approximately \$272,900 (2,729 pay periods * \$100 "initial" penalty).
5 Since Plaintiff's PAGA claim is derivative of his underlying wage claims, Defendants assert that
6 the PAGA claim would fail with those claims. Additionally, Defendants contend that, given their
7 good faith defenses, this Court would exercise its discretion to substantially reduce any PAGA
8 penalties if it were to find Defendants liable for any of Plaintiff's claims. Therefore, based on
9 these risks, Plaintiff discounted the maximum figure by 60% for risk of losing on the merits, and
10 an additional 65% to account for the possibility of this Court reducing penalties, to arrive at an
11 estimated exposure of \$38,206.

12 24. Using these estimated figures for each of the claims described above, Plaintiff
13 calculates a maximum potential recovery to be approximately \$400,420. The proposed settlement
14 of \$375,000 therefore represents approximately 93.7% of the reasonably forecasted recovery for
15 the Settlement Class. Preliminary approval is appropriate since the Settlement will provide
16 significant monetary relief to the Settlement Class, which is consistent with what Plaintiff's
17 counsel believes could have been recovered had the case proceeded through trial.

18 25. Class Counsel will apply for an attorneys' fees award of one-third of the Gross
19 Settlement Amount, which is currently estimated to be \$125,000.00, and up to \$30,000.00 in
20 verified costs reimbursement. Plaintiff submits that the requested fee is fair compensation for
21 undertaking complex, risky, expensive, and time-consuming litigation on a purely contingent fee
22 basis. Class Counsel has incurred substantial attorneys' fees conducting pre-filing investigation,
23 analyzing Plaintiff's claims, conducting legal research, engaging in informal discovery, analyzing
24 Class Members' payroll and timekeeping records, interviewing Class Members regarding their
25 work experiences with Defendants, conducting a detailed statistical analysis and extrapolation of
26 the timekeeping and payroll records Defendants produced in order to develop a comprehensive
27 damages model, preparing for and attending mediation, negotiating and preparing the long-form
28 Settlement Agreement, preparing this Motion, and otherwise litigating the case. Class Counsel

1 expects to expend additional attorney time in attending the hearing on this Motion, overseeing the
2 Notice process and fielding questions from Class Members, preparing the final approval papers,
3 and attending the Final Approval hearing.

4 26. Although the Parties engaged in significant informal discovery in advance of
5 mediation, the Parties still had substantial discovery to complete in formal litigation had the
6 matter not settled. This would have required expenditure of substantial time and resources by both
7 Parties that would have very likely spanned several years. Even if Plaintiff were to certify the
8 classes, the Parties would incur considerably more attorney's fees and costs through a possible
9 decertification motion, trial, and possible appeal. This Settlement avoids those risks and the
10 accompanying expense.

11 I declare under penalty of perjury under the laws of the State of California that the
12 foregoing is true and correct. Executed on March 1, 2022, at El Segundo, California.

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14 

15 Paul K. Haines
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EXHIBIT A

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES, SPRING STREET COURT HOUSE

JACOB CARRILLO, an individual, on behalf
of himself, and on behalf of all persons
similarly situated,

Plaintiff,

vs.

BIKEHUB, a California corporation;
BICYCLE TRANSIT SYSTEMS, INC., a
Delaware Corporation; and Does 1 through
100, Inclusive,

Defendants.

CASE NO. 20STCV28879

**STIPULATION OF CLASS ACTION AND
PAGA SETTLEMENT**

Action filed: July 29, 2020
Trial Date: None Set

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

2 IT IS HEREBY STIPULATED, by and between Plaintiff JACOB CARRILLO (hereinafter
3 “Plaintiff”), individually and on behalf of all members of the Settlement Class, on the one hand, and
4 Defendants *Bicycle Transit Systems, Inc. and BikeHub* on the other hand (hereinafter, collectively,
5 “Defendants”), and subject to the approval of the Court, that this Action is hereby being
6 compromised and settled pursuant to the terms and conditions set forth in this Stipulation of Class
7 Action and PAGA Settlement and that the Court shall make and enter judgment, subject to the
8 continuing jurisdiction of the Court as set forth below, subject to the definitions, recitals, and terms
9 set forth herein which by this reference become an integral part of this Agreement:

10 **DEFINITIONS**

- 11 1. “Agreement” shall mean this Stipulation of Class Action and PAGA Settlement.
- 12 2. “Action” shall mean the lawsuit known as *Jacob Carrillo v. Bicycle Transit Systems,*
13 *Inc. and BikeHub*, filed in Los Angeles County Superior Court on July 29, 2020, Case No.
14 20STCV28879. On October 5, 2020, Plaintiff filed a First Amended Class and Representative
15 Action Complaint.
- 16 3. “Class Counsel” shall mean Paul Haines, Esq., Sean M. Blakely, Esq., and Neil
17 Larsen, Esq. of Haines Law Group, APC.
- 18 4. “Class Counsel’s Attorneys’ Fees and Costs” shall mean the attorneys’ fees agreed
19 upon by the Parties and approved by the Court for Class Counsel’s litigation and resolution of the
20 Action, and all costs incurred and to be incurred by Class Counsel in the Action. Class Counsel will
21 request attorneys’ fees not to exceed one-third of the Gross Settlement Amount and the
22 reimbursement of actual costs and expenses associated with Class Counsel’s litigation and
23 settlement of the Action, which will not exceed Thirty Thousand Dollars and Zero Cents
24 (\$30,000.00), subject to the Court’s approval.
- 25 5. “Class List” shall mean a complete list of all Class Members that Defendants will
26 diligently and in good faith compile from their records and provide to the Settlement Administrator
27 within twenty-one (21) calendar days after entry of an order preliminarily approving this Agreement.
28 The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include

1 each Class Member's: (1) full name; (2) last known home address; (3) last known telephone number
2 (if available); (4) social security number; and (5) dates of employment as a Class Member (including
3 all separations and re-hires during the Class Period), in order for the Settlement Administrator to be
4 able to calculate individual Class Member workweeks. Because social security numbers are included
5 in the list, the Settlement Administrator will maintain the list in confidence, and shall only access
6 and use the list to administer the settlement in conformity with the Court's orders.

7 6. "Class" or "Class Members" shall mean all current and former non-exempt or hourly-
8 paid employees who are or were employed by Defendants in the State of California at any time
9 during the Class Period.

10 7. "Class Period" shall mean the period from July 29, 2016 through the date of
11 preliminary approval of this settlement or as outlined in Paragraph 45 below.

12 8. "Class Representative" shall mean Plaintiff in his capacity as representative of the
13 Participating Class Members and PAGA Members.

14 9. "Class Representative Incentive Payment" shall mean the award provided to the
15 Class Representative, in addition to his Individual Settlement Payment, in recognition of the efforts
16 and risks he has taken in assisting with the prosecution of the Action and in exchange for the General
17 Release of his claims as provided herein.

18 10. Amendment of Complaint and LWDA Notification Letter: As a condition of
19 settlement, Plaintiff shall file a Second Amended Class and Representative Action Complaint with
20 the Court and submit an amended Notification Letter to the Labor and Workforce Development
21 Agency ("LWDA") to assert the following claims for: 1) failure to pay overtime (California Labor
22 Code §§ 204, 510, 551, 552, 558, 1194, and 1198); 2) failure to provide rest breaks (California
23 Labor Code §§ 226.7, 516, 558); and 3) failure to pay minimum wages (California Labor Code §§
24 1182.12, 1194, 1194.2, and 1197), as well as these same theories pursuant to the Private Attorneys
25 General Act ("PAGA"). The Second Amended Class and Representative Action Complaint
26 ("Operative Complaint") and amended Notification Letter shall, respectively, be filed with the Court
27 and submitted to the LWDA within three (3) business days after the execution of this Agreement.

28 11. "Court" shall mean the Los Angeles County Superior Court of California.

- 1 12. “Defendants” shall mean BikeHub and Bicycle Transit Systems, Inc., collectively.
- 2 13. “Defense Counsel” shall mean Katherine C. Den Bleyker, Esq. of Lewis Brisbois
- 3 Bisgaard & Smith LLP for Defendant Bicycle Transit Systems, Inc. and David Sohn, Esq of Sohn
- 4 Legal Group, P.C. for Defendant BikeHub, collectively.
- 5 14. “Effective Date” shall mean the later of the following: (a) if no timely objections are
- 6 filed or if all objections are withdrawn, the date upon which the Court enters Final Approval; (b) if
- 7 an objection is filed and not withdrawn, the date for filing an appeal and no such appeal being filed;
- 8 (c) if any timely appeals are filed, the date of the resolution (or withdrawal) of any such appeal in a
- 9 way that does not alter the terms of the settlement.
- 10 15. “Final Approval” shall mean the Court entering an order granting final approval of
- 11 the Agreement and entering judgment.
- 12 16. “Gross Settlement Amount” shall mean the sum of Three Hundred Seventy-Five
- 13 Thousand Dollars and Zero Cents (\$375,000.00). The Gross Settlement Amount is non-
- 14 reversionary; no portion of the Gross Settlement Amount will return to Defendants. Any employer-
- 15 side payroll taxes due on the Individual Settlement Payments shall be paid by Defendants separately
- 16 from, and in addition to, the Gross Settlement Amount. Defendants shall pay their respective share
- 17 of the payroll taxes in accordance with their respective percentage contributions to the Gross
- 18 Settlement Amount (i.e. BikeHub will pay 9% of the total employer-side payroll tax amount, and
- 19 Defendant Bicycle Transit Systems, Inc. will pay 91% of the total employer-side payroll tax
- 20 amount).
- 21 17. “Individual Settlement Payment” shall mean the amount payable from the Net
- 22 Settlement Amount to each Participating Class Member and any payment a PAGA Member is
- 23 eligible to receive from the employee portion of the PAGA Penalties. Individual Settlement
- 24 Payments shall be paid by a settlement check made payable to Participating Class Members and/or
- 25 PAGA Members.
- 26 18. “Net Settlement Amount” shall mean the funds available for payments to the Class,
- 27 which shall be the amount remaining after the following court-approved amounts are deducted from
- 28 the Gross Settlement Amount: (1) Class Counsel’s Attorneys’ Fees and Costs, (2) Settlement

1 Administration Costs, (3) Class Representative Incentive Payment to Plaintiff, and (4) PAGA Civil
2 Penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”) and
3 PAGA Members.

4 19. “Class Notice” shall mean the Notice of Pendency of Class Action and Proposed
5 Settlement in a form substantially similar to the form attached hereto as **Exhibit A**, that will be
6 mailed to Class Members’ last known addresses and which will provide Class Members with
7 information regarding the Action and information regarding the Settlement of the Action.

8 20. “PAGA” shall mean the Private Attorneys General Act of 2004 (Cal. Lab. Code §§
9 2698, *et seq.*, “PAGA”).

10 21. “PAGA Member” or “PAGA Members” shall mean all current and former non-
11 exempt or hourly-paid employees who are or were employed by Defendants at any time during the
12 PAGA Period.

13 22. “PAGA Civil Penalties” shall mean the amount that the Parties have agreed to
14 allocate as civil penalties in order to settle claims arising under the Private Attorneys General Act
15 of 2004 (Cal. Lab. Code §§ 2698, *et seq.*). The Parties have agreed to allocate Twenty Thousand
16 Dollars and Zero Cents (\$20,000.00) of the Gross Settlement Amount as PAGA Civil Penalties.
17 Seventy-Five percent (75%) of the PAGA Civil Penalties in the amount of Fifteen Thousand Dollars
18 and Zero Cents (\$15,000.00) shall be paid directly to the LWDA in accordance with Labor Code §§
19 2698 *et seq.* The remaining Twenty-Five percent (25%) of the PAGA Civil Penalties in the amount
20 of Five Thousand Dollars and Zero Cents (\$5,000.00), shall be distributed to PAGA Members.
21 PAGA Members will receive payment from the employee portion of the PAGA Civil Penalties
22 regardless of their decision to participate in the class action if the PAGA Civil Penalties are approved
23 by the Court.

24 23. “PAGA Period” shall mean the time period between July 30, 2019 through the date
25 of preliminary approval of this settlement and as outlined in Paragraph 45 below.

26 24. “PAGA Released Claims” shall mean all claims, demands, rights, liabilities and
27 causes of action for civil penalties under Private Attorneys General Act of 2004 against the Released
28 Parties based on (as alleged in Plaintiff’s July 30, 2020 notification letter to the LWDA, Plaintiff’s

1 amended notification letter to the LWDA, and the Operative Complaint), claims that arose during
2 the PAGA Period including, but not limited to, claims for civil penalties under California *Labor*
3 *Code* §§ 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 516, 551, 552, 558, 1174,
4 1182.12, 1194, 1194.2, 1197, 1198, 2698, *et seq.*, 2699, 2699(a), 2699(g)(1), 2699.3, 2699.5, 2802,
5 2804, and applicable Wage Orders of the Industrial Welfare Commission, including but not limited
6 to applicable Industrial Welfare Commission Wage Order, and all related Claims for attorneys' fees
7 and costs. Plaintiff's amended PAGA letter shall be submitted to the LWDA within three (3)
8 business days after the execution of this Agreement.

9 25. "PAGA Workweeks" shall mean the number of weeks of employment for each
10 PAGA Member as hourly-paid or non-exempt employee during the PAGA Period. The Settlement
11 Administrator will calculate the number of PAGA Workweeks by calculating the number of days
12 each PAGA Member was employed during the Class Period, dividing by seven (7), and rounding
13 up to the nearest whole number.

14 26. "Parties" shall mean Plaintiff and Defendants collectively as defined above.

15 27. "Participating Class Members" shall mean all Class Members who do not submit a
16 valid and timely Request for Exclusion.

17 28. "Plaintiff" shall mean Jacob Carrillo.

18 29. "Preliminary Approval" shall mean the Court entering an order granting preliminary
19 approval of the Agreement.

20 30. "Objection" shall mean a Class Member's valid objection to the Agreement. An
21 Objection should include: (a) the Participating Class Member's full name, address, telephone
22 number, last four digits of his or her Social Security number, and signature (b) identify that the
23 settlement to which the Participating Class Member is objecting to is the: "*Jacob Carrillo v.*
24 *BikeHub and Bicycle Transit Systems, Inc. Wage and Hour Settlement*" (c) a written statement of
25 all grounds for the objection accompanied by legal support, if any, for such objection, and (d) if
26 represented by separate counsel, the name, address, bar number, and telephone number of the
27 Participating Class Member's representing attorney, and shall be sent to the Settlement
28 Administrator (who shall serve all objections as received on Class Counsel and Defendants'

1 Counsel, as well as file all such objections with the Court), by the Response Deadline. Defense
2 Counsel and Class Counsel shall file any responses to objections no later than the deadline to file
3 the Motion for Final Approval, unless the objections are filed within ten (10) days of the Motion for
4 Final Approval filing deadline, in which case Defense Counsel and Class Counsel shall have ten
5 (10) days to file a response to the objections. Class Members may also appear at the final approval
6 hearing to orally object, even if they have not submitted a written objection.

7 31. “Released Claims” shall collectively mean any all claims, demands, rights, liabilities
8 and causes of action that were pled in Plaintiff’s Operative Complaint at the time of preliminary
9 approval of this Agreement, or which could have been pled in the Operative Complaint based on
10 the factual allegations therein, that arose during the Class Period, including but not limited to causes
11 of action for (1) failure to pay all minimum wages (Cal. Lab. Code §§ 1182.12, 1194, 1194.2, 1197,
12 and applicable provisions of the relevant Industrial Wage Order); (2) failure to pay all overtime
13 wages owed (Cal. Lab. Code §§ 204, 510, 551, 552, 558, 1194, 1198, and applicable provisions of
14 the relevant Industrial Wage Order); (3) failure to provide meal periods (Cal. Lab. Code §§ 226.7,
15 512, 558 and applicable provisions of the relevant Industrial Wage Order); (4) failure to authorize
16 and permit all rest periods (Cal. Lab. Code §§ 226.7, 516, , and 558), and applicable provisions of
17 the relevant Industrial Wage Order); (5) failure to provide accurate itemized wage statements (Cal.
18 Lab. Code § 226, *et seq.*); (6) failure to pay all wages due upon termination (Cal. Lab. Code §§ 201,
19 202, 203); (7) failure to reimburse business expenses (Cal. Lab. Code §§ 2802, 2804); (8) all claims
20 for unfair competition (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); and all claims for attorneys’ fees
21 and costs relating to the class claims, that could have been premised on the facts, claims, causes of
22 action or legal theories described above or that could have been premised on the facts, claims, causes
23 of action or legal theories described above.

24 32. “Released Parties” shall mean Defendants and each of their former, present and
25 future owners, parents, and subsidiaries, and all of their current, former and future spouse(s),
26 children, officers, directors, members, managers, employees, consultants, partners, shareholders,
27 joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or
28 legal representatives.

1 33. “Request for Exclusion” shall mean a valid and timely written statement submitted
2 by a Class Member requesting to be excluded from the Action. To be effective, the Request for
3 Exclusion must contain (a) the Class Member’s name, address, telephone number, and the last four
4 digits of the Class Member’s Social Security number, signature, and date, (b) a clear statement
5 requesting to be excluded from the settlement of the class claims similar to the following: “I wish
6 to exclude myself from the class settlement reached in the matter of *Jacob Carrillo v. BikeHub and*
7 *Bicycle Transit Systems, Inc.* I understand that by excluding myself, I will not receive an Individual
8 Settlement Payment consisting of payment for my release of class claims from the settlement in
9 addition to my share of civil penalties. However, I will still receive my portion of civil penalties for
10 my release of the PAGA Released Claims.” To be effective, the Request for Exclusion must be post-
11 marked by the Response Deadline and received by the Settlement Administrator. The Request for
12 Exclusion shall not be effective as to the PAGA Released Claims.

13 34. “Response Deadline” shall mean the date sixty (60) calendar days after the
14 Settlement Administrator mails the Class Notice to Class Members and the last date on which Class
15 Members may submit Requests for Exclusion, written objections to the Settlement, or workweek
16 disputes. In the event the 60th day falls on a Sunday or Federal holiday, the Response Deadline will
17 be extended to the next day on which the U.S. Postal Service is open. The Response Deadline for
18 Requests for Exclusion or Objections will be extended fifteen (15) calendar days for any Class
19 Member who is re-mailed a Class Notice by the Settlement Administrator, unless the 15th day falls
20 on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next
21 day on which the U.S. Postal Service is open. The Response Deadline may also be extended by
22 express agreement between Class Counsel and Defendants. Under no circumstances, however, will
23 the Settlement Administrator have the authority to unilaterally extend the Response Deadline.

24 35. “Settlement” shall mean the disposition of the Action pursuant to this Agreement.

25 36. “Settlement Administrator” shall mean Phoenix Settlement Administrators or any
26 other third-party class action Settlement Administrator agreed to by the Parties and approved by the
27 Court for the purposes of administering this Settlement. The Parties represent that they do not have
28 any financial interest in the Settlement Administrator or otherwise have a relationship with the

1 Settlement Administrator that could create a conflict of interest.

2 37. "Settlement Administration Costs" shall mean the costs payable from the Gross
3 Settlement Amount to the Settlement Administrator for administering this Settlement, including, but
4 not limited to, printing, distributing, and tracking documents for this Settlement,
5 calculating/confirming the class member Workweeks from the information contained in the Class
6 List, calculating each Participating Class Member's Individual Settlement Payment, tax reporting,
7 distributing the Gross Settlement Amount, providing necessary reports and declarations, and other
8 duties and responsibilities set forth herein to process this Settlement, and as requested by the Parties
9 or the Court. Settlement Administration Costs are estimated not to exceed Ten Thousand Dollars
10 and Zero Cents (\$10,000.00).

11 38. "Settlement Fund Deposit Amount" shall mean the Gross Settlement Amount and
12 Defendants' share of employer's payroll taxes.

13 39. "Workweeks" shall mean the number of weeks of employment for each Class
14 Member as hourly-paid or non-exempt employee during the Class Period. The Settlement
15 Administrator will calculate the number of Workweeks by calculating the number of days each Class
16 Member was employed during the Class Period, dividing by seven (7), and rounding up to the
17 nearest whole number.

18 **RECITALS**

19 40. Procedural History. On July 30, 2020, Plaintiff submitted his letter to the Labor &
20 Workforce Development Agency as a prerequisite to pursue penalties under the Private Attorneys
21 General Act of 2004. On October 5, 2020, Plaintiff filed a class and representative action lawsuit
22 (First Amended Complaint) for alleged violations of the California Labor Code in Los Angeles
23 County Superior Court.

24 41. The Parties agreed to mediate the Action with an experienced and well-respected
25 wage and hour mediator, Jeffrey A. Ross, Esq. In preparation, Plaintiff requested and selected a
26 randomized sampling of time and payroll records for Settlement Class Members from the Class
27 Period. Defendants provided the requested sample, along with other information and documents.

28 42. On December 7, 2021, the Parties participated in an all-day mediation via video

1 conferencing due to public health concerns presented by the novel coronavirus (“COVID-19”)
2 where an agreement-in-principle was reached and a Memorandum of Understanding was
3 subsequently executed by the Parties.

4 **TERMS OF AGREEMENT**

5 43. Settlement Consideration. Defendants shall fund the Gross Settlement Amount
6 following Final Approval by the Court and the occurrence of the Effective Date. The following will
7 be paid out of the Gross Settlement Amount: (1) Class Counsel’s Attorneys’ Fees and Costs, (2)
8 Settlement Administration Costs, (3) Class Representative Incentive Payment to Plaintiff, (4) PAGA
9 Civil Penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”)
10 and PAGA Members, and (5) the sum of the Individual Settlement Payments to Participating Class
11 Members. Any employer-side payroll taxes due on the Individual Settlement Payments, shall be
12 paid by Defendants separately from and in addition to the Gross Settlement Amount. Aside from
13 the employer-side payroll taxes noted, or at the option of Defendants as specified in Paragraph 45
14 below, Defendants shall not be required under any circumstances to pay more than the Gross
15 Settlement Amount. The Gross Settlement Amount is non-reversionary; no portion of the Gross
16 Settlement Amount will revert to Defendants.

17 44. Defendants’ Responsibility for Employer Taxes: For any portion of the Class
18 Members’ Individual Settlement Payments that are designated as “wages” for purposes of tax
19 reporting, the employer's taxes, employer contributions of all federal, state, and local taxes
20 (including, but not limited to, FICA, FUTA, and SDI), will be paid in addition to the Gross
21 Settlement Amount pursuant to the respective percentage contribution from each Defendant to the
22 Gross Settlement Amount.

23 45. Defendants’ Option to Increase the Gross Settlement Amount. As of December 7,
24 2021, Defendants’ best estimate of the number of Workweeks during the Class Period was Eight
25 Thousand Seven Hundred and Eighty-Eight (8,788). If the actual number of Workweeks as of the
26 date of mediation is more than Ten Percent (10%) greater than this estimate (i.e., if the actual
27 Workweeks during the Class Period, as of the date of mediation, is greater than Nine Thousand Six
28 Hundred Sixty-Seven (9,667)), then Defendants shall, in their sole discretion, have the option to

1 either:

2 a. De-escalate the Settlement so that the Class Period and PAGA Period end on
3 the date the Workweeks totals to 9,667; or

4 b. Permit the Gross Settlement Amount as defined in Paragraph 16 above to be
5 increased on a proportional basis for Workweeks in excess of Nine Thousand Six
6 Hundred Sixty-Seven (9,667).

7 46. Funding of the Gross Settlement Amount. Within thirty (30) calendar days of the
8 Effective Date, Defendants will deposit the Gross Settlement Amount and their share of employer's
9 payroll taxes (referred to as the "Settlement Fund Deposit Amount") into a Qualified Settlement
10 Fund account from which the Settlement Administrator will have authority to distribute money in
11 accordance with the terms of this Settlement Agreement. Defendants' respective contributions to
12 the Gross Settlement Amount are as follows: Defendant BikeHub will contribute Thirty-Three
13 Thousand Seven Hundred Fifty Dollars and Zero Cents (\$33,750.00) plus their *pro rata* share of
14 payroll taxes; and Defendant Bicycle Transit Systems, Inc. will contribute Three Hundred Forty-
15 One Thousand Two Hundred Fifty Dollars and Zero Cents (\$341,250.00) plus their *pro rata* share
16 of payroll taxes. Defendants shall provide all information necessary for the Settlement Administrator
17 to calculate necessary payroll taxes including their official name, 8-digit state unemployment
18 insurance tax ID number, and other information requested by the Settlement Administrator, no later
19 than seven (7) calendar days of the Effective Date.

20 47. Distribution of the Gross Settlement Amount. Within seven (7) calendar days of
21 Defendants' deposit of the Settlement Fund Deposit Amount, and after approval by counsel of the
22 Individual Settlement Payment calculations, the Settlement Administrator will prepare and mail
23 Individual Settlement Payments, less applicable taxes and withholdings, to participating Class
24 Members. The Settlement Administrator shall simultaneously pay the withholdings to the applicable
25 authorities with the necessary reports, submitting copies to Defense Counsel. The Settlement
26 Administrator shall pay the amounts approved by the Court for Class Counsel's attorneys' fees and
27 costs, Plaintiff's Class Representative Incentive Payment, settlement administration costs, and
28 PAGA payment to the LWDA, at the same time it mails Individual Settlement Payments to

1 participating Class Members.

2 48. Class Counsel's Attorneys' Fees and Costs. Defendants agree not to oppose or
3 impede any application or motion by Class Counsel for attorneys' fees of up to one third of the
4 Gross Settlement Amount, which is currently estimated to be One Hundred Twenty-Five Thousand
5 Dollars and Zero Cents (\$125,000.00) plus the reimbursement of actual costs and expenses
6 associated with Class Counsel's litigation and settlement of the Action (as supported by declaration),
7 which is currently estimated not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00),
8 both of which will be paid from the Gross Settlement Amount. Any portion of the requested fees or
9 costs that is not awarded by the Court to Class Counsel shall become part of the Net Settlement
10 Amount and distributed to Participating Class Members as provided in this Agreement. Any
11 adjustments made by the Court to the requested fees and costs shall not be deemed a material
12 modification of this Agreement.

13 49. Class Representative Incentive Payment. Defendants agree not to oppose or object
14 to any application or motion by Plaintiff for a Class Representative Incentive Payment of Five
15 Thousand Dollars and Zero Cents (\$5,000.00). The Class Representative Incentive Payment to
16 Plaintiff is in exchange for the Released Claims, General Release of Plaintiff's individual claims,
17 and for Plaintiff's time, effort, and risk in bringing and prosecuting the Action. Any adjustments
18 made by the Court to the requested Class Representative Incentive Payment shall not be deemed a
19 material modification of this Agreement. In the event that the Court reduces or does not approve the
20 requested Class Representative Incentive Payment, the Settlement Agreement remains in full force
21 and effect; Plaintiff shall not have the right to revoke the Agreement for that reason; it shall remain
22 binding; and any portion of the requested Class Representative Incentive Payment that is not
23 awarded to the Class Representative shall become part of the Net Settlement Amount and distributed
24 to Participating Class Members as provided in this Agreement.

25 50. Settlement Administration Costs. The Settlement Administrator will be paid for the
26 reasonable costs of administration of the Settlement and distribution of payments from the Gross
27 Settlement Amount as further set forth in this Agreement. Settlement Administration Costs are
28 estimated not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00). To the extent that

Settlement Administration Costs are less than \$10,000.00, the difference between \$10,000.00 and the actual costs of settlement administration shall become part of the Net Settlement Amount and distributed to Participating Class Members as provided in this Agreement.

51. PAGA Civil Penalties. Twenty Thousand Dollars and Zero Cents (\$20,000.00) of the Gross Settlement Amount shall be allocated for settlement of claims for civil penalties under the PAGA. The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Civil Penalties, or Fifteen Thousand and Zero Cents (\$15,000.00), to the LWDA. The remaining twenty-five percent (25%) of the PAGA Civil Penalties, or Five Thousand Five Hundred Dollars and Zero Cents (\$5,000.00), will be distributed to PAGA Members on a *pro rata* basis based on the total number of Workweeks worked by each PAGA Member during the PAGA Period. PAGA Members shall receive their portion of the PAGA Civil Penalties regardless of their decision to opt-out of the class settlement.

52. Net Settlement Amount for Payment of Class Claims. The Net Settlement Amount will be used to satisfy the class portion of Participating Class Members' Individual Settlement Payments in accordance with the terms of this Agreement. The estimated Net Settlement Amount is as follows:

Gross Settlement Amount:	\$375,000.00
Minus Court-approved Class Representative Incentive Payment:	\$5,000.00
Minus Court-approved Class Counsel's Attorneys' Fees (one-third):	\$125,000.00
Minus Court-approved Class Counsel's Verified Costs:	\$30,000.00
Minus Amount Paid to LWDA:	\$15,000.00
Minus Estimated Settlement Administration Costs:	\$10,000.00
Estimated Net Settlement Amount:	\$190,000.00

53. Individual Settlement Payment Calculations. Individual Settlement Payments will be paid from the Net Settlement Amount and the portion of the PAGA Civil Penalties allocated to PAGA Members (twenty-five percent [25%] of the PAGA Penalties) shall be paid pursuant to the formula set forth herein:

a. Calculation of Class Portion of Individual Settlement Payments. The

1 Settlement Administrator will determine the total number of Workweeks for each
2 Participating Class Member and the total aggregated number of Workweeks worked
3 by all Participating Class Members during the Class Period. The Settlement
4 Administrator will be provided with such information, by Defendants, as is necessary
5 to calculate each Participating Class Member's Workweeks and the aggregated
6 number of Workweeks. The amount that each Participating Class Member will be
7 eligible to receive will be calculated by dividing each Participating Class
8 Member's individual Workweeks by the total Workweeks of all Participating Class
9 Members and multiplying the resulting fraction by the Net Settlement Amount.

10 b. Calculation of PAGA Portion of Individual Settlement Payments. The
11 Settlement Administrator will determine the total number of PAGA Workweeks for
12 each PAGA Member and the total aggregated number of PAGA Workweeks worked
13 by all PAGA Members during the PAGA Period. The Settlement Administrator will
14 be provided with such information, by Defendants, as is necessary to calculate each
15 PAGA Member's PAGA Workweeks and the aggregated number of PAGA
16 Workweeks. The amount that each PAGA Member will receive will be calculated by
17 dividing each PAGA Member's individual PAGA Workweeks by the total PAGA
18 Workweeks of all PAGA Members and multiplying the resulting fraction by the 25%
19 share of the PAGA Civil Penalties designated for distribution to PAGA Members.
20 PAGA Members shall receive this portion of their Individual Settlement Payment
21 regardless of whether they opt out of the participation regarding the class claims.

22 c. Allocation of Individual Settlement Payments. Any payment made from the
23 PAGA Portion shall be treated as 100% penalties. All Individual Settlement
24 Payments made from the Net Settlement Amount will be allocated as one-third
25 (33.33%) wages and two-thirds (66.67%) as penalties and interest. The portion of the
26 Individual Settlement Payment allocated to wages will be reported by the Settlement
27 Administrator on an IRS Form W-2. The remaining non-wage payments will be
28 reported on an IRS Form-1099 by the Settlement Administrator.

1 54. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
2 Participating Class Members and/or PAGA Members under this Settlement, as well as any other
3 payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits
4 under any benefit plans to which any Class Members may be eligible, including, but not limited to
5 profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave
6 plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement
7 Agreement will not affect any rights, contributions, or amounts to which any Class Members may
8 be entitled under any benefit plans.

9 55. Settlement Administration Process. The Parties agree to cooperate in the
10 administration of the Settlement and to make all reasonable efforts to control and minimize the costs
11 and expenses incurred in administration of the Settlement. The Settlement Administrator will
12 provide the following services:

- 13 a. Establish and maintain a Qualified Settlement Fund.
- 14 b. Calculate the Individual Settlement Payment each Participating Class
15 Member and/or PAGA Member is eligible to receive and the portion of the PAGA
16 Civil Penalties each PAGA Member shall receive.
- 17 c. Print and mail the Class Notice.
- 18 d. Perform address searches as detailed in Paragraph 58, including conduct
19 additional address searches and skip traces for mailed Notices that are returned as
20 undeliverable.
- 21 e. Process Requests for Exclusion, Objections, calculate Participating Class
22 Members and PAGA Members' Individual Settlement Payment, field inquiries or
23 disputes from Class Members. This service will include Settlement Individual
24 Payment calculations, printing and issuance of Settlement Payment Checks, and
25 preparation of any necessary IRS W-2 and 1099 Tax Forms. Basic accounting for
26 and payment of employee tax withholdings will also be included as part of this
27 service.
- 28 f. Inform Defendants of their employer-side payroll tax liability and making

1 all necessary deposits and payments to the necessary taxing authorities for the
2 payments received for employer-share of payroll taxes.

3 Supply Class Counsel with a draft declaration at the conclusion of the opt-out
4 period.

5 g. Provide declarations and/or other information to this Court as requested by
6 the Parties and/or the Court.

7 h. Provide weekly status reports to counsel for the Parties.

8 i. Posting a notice of final judgment, after entry of the judgment, online at the
9 Settlement Administrator's website for a period of sixty (60) days pursuant to
10 California Rule of Court 3.769.

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

13 57. Class Notice by First-Class U.S. Mail. Within fourteen (14) calendar days after
14 receiving the Class List from Defendants, the Settlement Administrator will mail the Class Notice
15 to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing
16 addresses identified in the Class List.

17 58. Confirmation of Contact Information in the Class List. Prior to mailing, the
18 Settlement Administrator will perform a search based on the National Change of Address Database
19 for information to update and correct for any known or identifiable address changes. Any Class
20 Notice returned to the Settlement Administrator as non-deliverable on or before the Response
21 Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed
22 thereto, and the Settlement Administrator will indicate the date of such re-mailing on the Class
23 Notice. If no forwarding address is provided, within seven (7) calendar days of receiving the
24 returned Class Notice, the Settlement Administrator will promptly attempt to determine the correct
25 address using a skip-trace, or other comparable search database, using the name, address and/or
26 Social Security number of the Class Member involved, and will then perform a single re-mailing. If
27 an updated mailing address is identified, the Settlement Administrator shall resend the Class Notice
28 to the Class Member immediately, and in any event within seven (7) calendar days of obtaining the

1 updated address. If any Class Notice sent to a Class Member by the Settlement Administrator is
2 returned as undeliverable to a current employee, then Defendants shall make all reasonable efforts
3 to obtain the current address from the Class Member and provide the same within seven (7) calendar
4 days of notice from the Settlement Administrator. Those Class Members who receive a re-mailed
5 Class Notice, whether by skip-trace or by request, will have between the later of (a) an additional
6 fifteen (15) calendar days, or (b) the Response Deadline to postmark a Request for Exclusion, or an
7 Objection to the Settlement. Class Notices that are re-sent shall inform the recipient of this adjusted
8 deadline. If a Class Member's Class Notice is returned to the Settlement Administrator more than
9 once as non-deliverable, then an additional Class Notice shall not be mailed. Nothing else shall be
10 required of, or done by, the Parties, Class Counsel, or Defendants' Counsel to provide notice of the
11 proposed settlement.

12 59. Class Notice. All Class Members will be mailed a Class Notice. Each Class Notice
13 will provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement's
14 principal terms; (c) the Class definition; (d) the total number of Workweeks each respective Class
15 Member worked for Defendants during the Class Period; (e) the total number of Workweeks each
16 respective PAGA Member worked for Defendants during the PAGA Period; (f) each Class
17 Member's estimated Individual Settlement Payment and the formula for calculating the Individual
18 Settlement Payment; (g) the dates which comprise the Class Period and PAGA Period; (h) the
19 deadlines by which the Class Member must postmark Requests for Exclusion, Objections to the
20 Settlement, or workweek disputes; (h) the claims to be released, as set forth herein; and (i) the
21 hearing date for Final Approval.

22 60. Disputed Information on Class Notice. Class Members will have an opportunity to
23 dispute the information provided in their Class Notice. To the extent Class Members dispute the
24 number of Workweeks with which they have been credited or the amount of their Individual
25 Settlement Payment, Class Members may produce evidence to the Settlement Administrator
26 showing that such information is inaccurate. Absent evidence rebutting Defendants' records,
27 Defendants' records will be presumed determinative. However, if a Class Member produces
28 evidence contrary to Defendants' records by the Response Deadline, the Settlement Administrator

1 shall notify Class Counsel and Defense Counsel to discuss and resolve the dispute, including
2 providing all available relevant information to all counsel. The Parties will resolve all disputes
3 jointly, which shall be final and binding on any Class Member disputes and shall thereafter instruct
4 the Settlement Administrator how to proceed in processing the dispute. If the Parties cannot reach
5 an agreement, disputes shall be referred to the Settlement Administrator for a determination and if
6 the dispute remains unresolved after that, the dispute shall be submitted to the Court for final
7 determination. All such disputes are to be resolved or submitted to the Court no later than fourteen
8 (14) calendar days after the Response Deadline.

9 61. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
10 Settlement must sign and postmark a written Request for Exclusion to the Settlement Administrator
11 by the Response Deadline. The Request for Exclusion must include (a) the Class Member's name,
12 address, telephone number, and the last four digits of the Class Member's Social Security number,
13 signature, and date, and (b) a clear statement requesting to be excluded from the Settlement of the
14 class claims similar to the following: "I wish to exclude myself from the class settlement reached in
15 the matter of *Jacob Carrillo v. BikeHub and Bicycle Transit Systems, Inc.* I understand that by
16 excluding myself, I will not receive an Individual Settlement Payment consisting of payment for my
17 release of class claims from the settlement in addition to my share of civil penalties. However, I will
18 still receive my portion of civil penalties for my release of the PAGA Released Claims." The date
19 of the postmark on the return mailing envelope receipt confirmation will be the exclusive means to
20 determine whether a Request for Exclusion has been timely submitted. All Requests for Exclusion
21 will be submitted to the Settlement Administrator, who will certify jointly to Class Counsel and
22 Defense Counsel the Requests for Exclusion that were timely submitted. All Class Members who
23 do not request exclusion from the Action will be bound by all terms of the Settlement Agreement if
24 the Settlement is granted final approval by the Court.

25 62. Defendants' Right to Rescind. If ten percent (10%) or more of the Class Members
26 elect not to participate in the Settlement, Defendants may, at their election, rescind the Agreement
27 and all actions taken in furtherance of it will be thereby null and void. Defense Counsel must meet
28 and confer with Class Counsel prior to Defendants exercising this right and must make clear their

1 intent to rescind the Agreement within thirty (30) calendar days of the expiration of the opt-out
2 period. If Defendants exercises their right to rescind the Agreement, Defendants shall be responsible
3 for all Settlement Administration Costs incurred to the date of rescission.

4 63. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class
5 Member who does not affirmatively opt-out of the Settlement by submitting a timely and valid
6 Request for Exclusion will be bound by all of its terms, including those pertaining to the Released
7 Claims, as well as any Judgment that may be entered by the Court if it grants Final Approval to the
8 Settlement. Class Members who opt-out of the Settlement shall not be bound by such Judgment or
9 release.

10 64. Objection Procedures. To object to the Settlement, a Participating Class Member
11 should postmark a valid Objection to the Settlement Administrator on or before the Response
12 Deadline. The Objection should be signed by the Participating Class Member and contain all
13 information required by this Agreement including (a) the Participating Class Member's full name,
14 address, telephone number, last four digits of his or her Social Security number, and signature, and
15 (b) the settlement to which the Participating Class Member is objecting to: "*Jacob Carrillo v.*
16 *BikeHub and Bicycle Transit Systems, Inc. Wage and Hour Settlement*" (c) a written statement of
17 all grounds for the objection accompanied by legal support, if any, for such objection, and (d) if
18 represented by separate counsel, the name, address, bar number, and telephone number of the
19 Participating Class Member's representing attorney, The postmark date will be deemed the
20 exclusive means for determining that the Objection is timely. Participating Class Members who fail
21 to object in the manner specified above will be foreclosed from making a written Objection but shall
22 still have a right to appear at the Final Approval Hearing in order to have his or her Objection heard
23 by the Court. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage
24 Participating Class Members to submit written Objections to the Settlement or appeal from the Order
25 and Judgment. Class Counsel will not represent any Class Members with respect to any objections
26 to this Settlement.

27 65. Certification Reports Regarding Individual Settlement Payment Calculations. The
28 Settlement Administrator will provide Defense Counsel and Class Counsel a weekly report which

1 certifies: (a) the number of Class Members who have submitted Requests for Exclusion; (b) the
2 number of re-mailed and/or undeliverable Class Notices; and (c) whether any Class Member has
3 submitted a challenge to any information contained in the Class Notice. Additionally, the Settlement
4 Administrator will provide to counsel for all Parties any updated reports regarding the administration
5 of the Settlement Agreement as needed or requested.

6 66. Uncashed Settlement Checks. Any checks issued by the Settlement Administrator to
7 Participating Class Members and PAGA Members will be negotiable for at least one hundred eighty
8 (180) calendar days. If a Participating Class Member or PAGA Member does not cash his or her
9 Settlement Check or PAGA payment check within 180 days, the uncashed funds, subject to Court
10 approval, shall be distributed to the Controller of the State of California to be held pursuant to the
11 Unclaimed Property Law, California Civil Code § 1500, *et. seq.* for the benefit of those Participating
12 Class Members and PAGA Members who did not cash their checks until such time that they claim
13 their property. The Parties agree that this disposition results in no “unpaid residue” under California
14 Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out to Participating
15 Class Members and PAGA Members, whether or not they all cash their Settlement Checks or PAGA
16 payment checks. Therefore, Defendants will not be required to pay any interest on such amounts.
17 The Individual Settlement Payments provided to Participating Class Members and to PAGA
18 Members shall prominently state the expiration date or a statement that the Settlement Check will
19 expire in one hundred eighty (180) days, or alternatively, such a statement may be made in a letter
20 accompanying the Individual Settlement Payment. Expired Individual Settlement Payments will not
21 be reissued, except for good cause and as mutually agreed by the Parties in writing. The parties
22 agree no unclaimed funds will result from the settlement.

23 67. Administration of Taxes by the Settlement Administrator. The Settlement
24 Administrator will be responsible for issuing to the Plaintiff, Participating Class Members, PAGA
25 Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all
26 amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible for
27 forwarding all payroll taxes and penalties to the appropriate government authorities.

28 68. Tax Liability. Defendants make no representation as to the tax treatment or legal

1 effect of the payments called for hereunder, and Plaintiff, Participating Class Members, and PAGA
2 Members are not relying on any statement, representation, or calculation by Defendants or by the
3 Settlement Administrator in this regard. Plaintiff, Participating Class Members, and PAGA
4 Members understand and agree that except for Defendants' payment of the employer's portion of
5 any payroll taxes, they will be solely responsible for the payment of any taxes and penalties assessed
6 on the payments described herein. Defendants' share of any employer-side payroll taxes and other
7 required employer withholdings due on the Individual Settlement Payments, including, but not
8 limited to, Defendants' FICA and FUTA contributions, shall be paid separate and apart from the
9 Gross Settlement Amount.

10 69. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
11 the "acknowledging party" and each Party to this Agreement other than the acknowledging party,
12 an "other party") acknowledges and agrees that: (1) no provision of this Agreement, and no written
13 communication or disclosure between or among the Parties or their attorneys and other advisers, is
14 or was intended to be, nor shall any such communication or disclosure constitute or be construed or
15 be relied upon as, tax advice within the meaning of United States Treasury Department circular 230
16 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her
17 or its own, independent legal and tax counsel for advice (including tax advice) in connection with
18 this Agreement, (b) has not entered into this Agreement based upon the recommendation of any
19 other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any
20 communication or disclosure by any attorney or advisor to any other party to avoid any tax penalty
21 that may be imposed on the acknowledging party, and (3) no attorney or advisor to any other party
22 has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax
23 strategies (regardless of whether such limitation is legally binding) upon disclosure by the
24 acknowledging party of the tax treatment or tax structure of any transaction, including any
25 transaction contemplated by this Agreement.

26 70. Release by Participating Class Members, PAGA Members, the LWDA and the State
27 of California. It is the desire of Plaintiff, Participating Class Members, and Defendants to fully,
28 finally, and forever settle, compromise, and discharge the claims asserted in the Operative

1 Complaint. Upon the funding of the Gross Settlement Amount, in exchange for the consideration
2 set forth in this Agreement, Participating Class Members shall fully release and discharge the
3 Released Parties from any and all Released Claims for the Class Period. This release shall be binding
4 on all Participating Class Members, including each of their respective attorneys, agents, spouses,
5 executors, representatives, guardians ad litem, heirs, successors, and assigns, and shall inure to the
6 benefit of the Released Parties, who shall have no further or other liability or obligation to any Class
7 Member with respect to the Released Claims, except as expressly provided herein. All PAGA
8 Members, regardless of whether they submit timely and valid Requests for Exclusion from the
9 Settlement Class, will release all PAGA Released Claims, as well as claims that could have been
10 premised on the claims, causes of action or legal theories described the Operative Complaint during
11 the PAGA Period. The State of California and the LWDA will also release all PAGA Release
12 Claims, as well as all claims that could have been premised on the claims, causes of action or legal
13 theories described the Operative Complaint.

14 71. Release of Additional Claims & Rights by Plaintiff. Upon the Effective Date, and as
15 a condition of receiving any portion of the Class Representative Incentive Payment, Plaintiff will
16 agree to the additional following General Release: In consideration of Defendant's promises and
17 agreements as set forth herein, Plaintiff hereby releases all claims related his employment or alleged
18 employment with the Released Parties including all claims alleged in the Action, and all claims
19 known and unknown, without exception, except as may be prohibited by law. Specifically, Plaintiff
20 waives all rights and benefits afforded by California Civil Code § 1542, which provides:

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

26 This release specifically excludes claims for unemployment insurance, disability, social
27 security, and workers' compensation, and Plaintiff's pending workers compensation claims as
28 alleged in Plaintiff's claims before the Workers' Compensation Appeals Board, in the matters

1 entitled *Jacob David Carrillo v. BikeHub*, Case Nos. ADJ12820317 and ADJ14649636..

2 72. Nullification of Agreement. In the event that: (a) the Court does not finally approve
3 the Settlement as provided herein; (b) the Court strikes or does not approve any material term of this
4 Agreement; or (c) the Settlement does not become final as written and agreed to by the Parties for
5 any other reason, then this Agreement, and any documents generated to bring it into effect, will be
6 null and void, all amounts deposited into the QSF will be returned to Defendants, and the Parties
7 shall be returned to their original respective positions. Any order or judgment entered by the Court
8 in furtherance of this Agreement will likewise be treated as void from the beginning. Pursuant to
9 California Evidence Code § 1152, this Agreement is inadmissible in any proceeding, except a
10 proceeding to approve, interpret, or enforce this Agreement. If Final Approval does not occur, the
11 Parties agree that this Agreement is void, and remains protected by California Evidence Code
12 § 1152. Should the Court fail to approve this Agreement for any reason, the Parties agree that they
13 will return to and attend mediation with a mutually agreed mediator in an effort to reach an
14 Agreement that may be approved by the Court.

15 73. Preliminary Approval Hearing. Plaintiff will file an unopposed Motion to request
16 Preliminary Approval of the Agreement, and the entry of a Preliminary Approval order for:

- 17 a. Conditionally certifying the Class for settlement purposes only;
- 18 b. Appointing Paul K. Haines, Sean M. Blakely, and Neil M. Larsen of Haines Law
19 Group, APC as Class Counsel;
- 20 c. Appointing Plaintiff Jacob Carrillo as Class Representative for the Settlement Class;
- 21 d. Approving Phoenix Settlement Administrators as Settlement Administrator;
- 22 e. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable,
23 and adequate;
- 24 f. Approving the form and content of the Class Notice attached as **Exhibit A**, and
25 directing the mailing of same in both English and Spanish; and
- 26 g. Setting a date for a Final Approval/Settlement Fairness Hearing.

27 74. Final Settlement Approval Hearing and Entry of Judgment. Upon completion of the
28 Class Notice process, including the expiration of the deadlines to postmark Requests for Exclusion

1 or objections to the Agreement, a Final Approval/Settlement Fairness Hearing will be conducted to
2 determine the Final Approval of the Settlement Agreement along with the amounts properly payable
3 for: (a) Individual Settlement Payments; (b) PAGA Civil Penalties; (c) Class Counsel's Attorneys'
4 Fees and Costs; (d) the Class Representative Incentive Payment for Plaintiff; and (d) the Settlement
5 Administration Costs. Class Counsel will be responsible for drafting all documents necessary to
6 obtain Final Approval. In connection with the Final Approval Hearing, Class Counsel will request
7 that the Court make a finding that the Settlement is fair, reasonable and adequate and that the Notice
8 process satisfied the requirements of due process. Class Counsel will be responsible for drafting the
9 application for attorneys' fees and costs to be heard at the Final Approval Hearing. Any failure by
10 the Court to fully and completely approve the Agreement as to the Action, or the entry of any Order
11 by another Court with regard to the Action which has the effect of modifying material terms of this
12 Agreement or preventing the full and complete approval of the Agreement as written and agreed to
13 by the Parties, will result in this Agreement and all obligations under this Agreement being null and
14 void. Defendants agree they shall not oppose the granting of the Motion for Final Approval,
15 provided Defendants have not exercised their right to rescind pursuant to this Agreement.

16 75. Judgment and Continued Jurisdiction. Upon expiration of the Response Deadline,
17 with the Court's permission, a Final Approval/Settlement Fairness Hearing shall be conducted to
18 determine Final Approval of the Settlement. Pursuant to California Rule of Court 3.769(h), after
19 granting Final Approval, the Court shall retain jurisdiction over the Parties to enforce the terms of
20 the judgment.

21 76. Exhibits Incorporated by Reference. The terms of this Agreement include the terms
22 set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth
23 herein. Any Exhibits to this Agreement are an integral part of the Settlement.

24 77. Entire Agreement. This Agreement and any attached Exhibits constitute the entire
25 Agreement among these Parties, and no oral or written representations, warranties or inducements
26 have been made to any Party concerning this Agreement or its Exhibits other than the
27 representations, warranties and covenants contained and memorialized in the Agreement and its
28 Exhibits.

1 78. Amendment or Modification. This Agreement may be amended or modified only by
2 a written instrument signed by counsel for all Parties or their successors-in-interest.

3 79. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant
4 and represent they are expressly authorized by the Parties whom they represent to negotiate this
5 Agreement and to take all appropriate action required or permitted to be taken by such Parties
6 pursuant to this Agreement to effectuate its terms and to execute any other documents required to
7 effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other
8 and use their best efforts to affect the implementation of the Settlement. If the Parties are unable to
9 reach agreement on the form or content of any document needed to implement the Settlement, or on
10 any supplemental provisions that may become necessary to effectuate the terms of this Settlement,
11 the Parties may seek the assistance of the Court to resolve such disagreement.

12 80. Binding on Successors and Assigns. This Agreement will be binding upon, and inure
13 to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

14 81. California Law Governs. All terms of this Agreement hereto will be governed by and
15 interpreted according to the laws of the State of California.

16 82. Execution and Counterparts. This Agreement must be executed by all Parties.
17 However, the Agreement may be executed in one or more counterparts. All executed counterparts
18 and each of them, including facsimile and scanned copies of the signature page, will be deemed to
19 be one and the same instrument provided that counsel for the Parties will exchange among
20 themselves original signed counterparts.

21 83. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe
22 this Settlement is a fair, adequate and reasonable settlement of this Action and have arrived at this
23 Settlement after extensive arms-length negotiations, taking into account all relevant factors, present
24 and potential.

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

1 85. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to
2 class certification for purposes of this Settlement only; except, however, that either party may appeal
3 any court order that materially alters the terms of the Agreement.

4 86. Class Action Certification for Settlement Purposes Only. The Parties agree to
5 stipulate to class action certification only for purposes of the Settlement. If, for any reason, the
6 Settlement is not approved, the stipulation to certification will be void. The Parties further agree that
7 certification for purposes of the Settlement is not an admission that class action certification is
8 proper under the standards applied to contested certification motions and that this Agreement will
9 not be admissible in this or any other proceeding as evidence that either: (a) a class action should be
10 certified, or (b) Defendants are liable to Plaintiff or any Class Member.

11 87. Non-Admission of Liability. The Parties enter into this Agreement to resolve the
12 dispute that has arisen between them and to avoid the burden, expense and risk of continued
13 litigation. In entering into this Agreement, Defendants do not admit, and specifically deny, they
14 have violated any federal, state, or local law; violated any regulations or guidelines promulgated
15 pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any
16 contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged
17 in any other unlawful conduct with respect to their employees. Neither this Agreement, nor any of
18 its terms or provisions, nor any of the negotiations connected with it, shall be construed as an
19 admission or concession by Defendants of any such violations or failures to comply with any
20 applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this
21 Agreement and its terms and provisions shall not be offered or received as evidence in any action
22 or proceeding to establish any liability or admission on the part of Defendants or to establish the
23 existence of any condition constituting a violation of, or a non-compliance with, federal, state, local
24 or other applicable law.

25 88. Captions. The captions and section numbers in this Agreement are inserted for the
26 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
27 provisions of this Agreement.

28 89. Waiver. No waiver of any condition or covenant contained in this Agreement or

1 failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
2 constitute a further waiver by such party of the same or any other condition, covenant, right or
3 remedy.

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

9 91. Representation By Counsel. The Parties acknowledge that they have been
10 represented by counsel throughout all negotiations that preceded the execution of this Agreement,
11 and that this Agreement has been executed with the consent and advice of counsel and reviewed in
12 full. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the
13 Agreement.

14 92. All Terms Subject to Final Court Approval. All amounts and procedures described
15 in this Agreement herein will be subject to Final Approval by the Court.

16 93. Cooperation and Execution of Necessary Documents. The Parties agree to cooperate
17 to promote participation in the Settlement, and in seeking court approval of the Settlement. The
18 Parties and their counsel agree not to take any action to encourage any Class Members to opt out of
19 and/or object to the Settlement.

20 94. Enforcement and Continuing Jurisdiction of the Court. To the extent consistent with
21 class action procedure, this Agreement shall be enforceable by the Court pursuant to California Code
22 of Civil Procedure § 664.6. The Court shall retain continuing jurisdiction over the Settlement and
23 over all Parties and Class Members, to the fullest extent to enforce and effectuate the terms and
24 intent of this Agreement, and to adjudicate any claimed breaches of this Agreement. The Court may
25 award reasonable attorneys' fees and costs to the prevailing party in any motion or action taken and
26 based on an alleged violation of any material term of this Agreement.

27 95. Voluntary Agreement. The Parties acknowledge that they have entered into this
28 Agreement voluntarily, on the basis of their own judgment and without coercion, duress, or undue

1 influence of any Party, and not in reliance on any promises, representations, or statements made by
2 the other Parties other than those contained in this Agreement. Each of the Parties hereto expressly
3 waives any right he/it might ever have to claim that this Agreement was in any way induced by
4 fraud.

5 96. Confidentiality. Other than the filing of the Motion for Preliminary Approval and the
6 Motion for Final Approval of the Agreement, Plaintiff and Class Counsel agree not to disclose or
7 publicize the Agreement contemplated herein, the fact of the Agreement, its terms or contents, or
8 the negotiations underlying the Agreement, in any manner or form, directly or indirectly, to any
9 person or entity, except to Class Members and as shall be contractually and/or legally required to
10 effectuate the terms of the Agreement as set forth herein in any manner. Nothing in this Agreement
11 shall limit Defendants' ability to fulfill disclosure obligations reasonably required by law or in
12 furtherance of business purposes, including the fulfillment of obligations stated in this Agreement
13 or limit Class Counsel's communications with the Class Members in furtherance of approval of this
14 Settlement.

15 97. Binding Agreement. The Parties warrant that they understand and have full authority
16 to enter into this Settlement, and further intend that this Agreement will be fully enforceable and
17 binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding
18 to enforce its terms, notwithstanding any settlement confidentiality provisions that otherwise might
19 apply under federal or state law.

20 98. Notices. All notices, demands, and other communications to be provided concerning
21 this Settlement Agreement shall be in writing and delivered by mail and by e-mail at the addresses
22 set forth below, or such other addresses as either Party may designate in writing from time to time:

23 if to Plaintiff: Paul K. Haines of Haines Law Group, APC
24 2155 Campus Drive, Suite 180, El Segundo, CA 90245
phaines@haineslawgroup.com

25 if to Defendants: Katherine C. Den Bleyker of Lewis Brisbois Bisgaard & Smith LLP
26 633 West 5th Street, Suite 4000, Los Angeles, CA 90071
27 katherine.denbleyker@lewisbrisbois.com
28

David D. Sohn of Sohn Legal Group, P.C.
20 Haight Street, Suite 101, San Francisco, CA 94102
david@sohnlegal.com

DATED: 02/11/2022, 2022 By: 
Plaintiff JACOB CARRILLO

DATED: , 2022 By: _____
Name: _____
of BIKEHUB

DATED: , 2022 By: _____
Name: _____
of BICYCLE TRANSIT SYSTEM, INC.

APPROVED AS TO FORM

DATED: February 11, 2022 By: 
Paul K. Haines
Sean M. Blakely
Haines Law Group, APC
Attorneys for Plaintiff

DATED: , 2022 By: _____
David Sohn
Sohn Legal Group, P.C.
Attorneys for Defendant BikeHub

DATED: , 2022 By: _____
Katherine C. Den Bleyker
Lewis Brisbois Bisgaard & Smith LLP
Attorneys for Defendant Bicycle Transit Systems,
Inc.

David D. Sohn of Sohn Legal Group, P.C.
20 Haight Street, Suite 101, San Francisco, CA 94102
david@sohnlegal.com

DATED: _____, 2022 By: _____
Plaintiff JACOB CARRILLO

DATED: February 7, 2022 By: 
Name: Gene Oh
of BIKEHUB

DATED: _____, 2022 By: _____
Name: _____
of BICYCLE TRANSIT SYSTEM, INC.

APPROVED AS TO FORM

DATED: _____, 2022 By: _____
Paul K. Haines
Sean M. Blakely
Haines Law Group, APC
Attorneys for Plaintiff

DATED: February 7, 2022 By: 
David Sohn
Sohn Legal Group, P.C.
Attorneys for Defendant BikeHub

DATED: _____, 2022 By: _____
Katherine C. Den Bleyker
Lewis Brisbois Bisgaard & Smith LLP
Attorneys for Defendant Bicycle Transit Systems,
Inc.

David D. Sohn of Sohn Legal Group, P.C.
20 Haight Street, Suite 101, San Francisco, CA 94102
david@sohnlegal.com

DATED: , 2022 By: _____
Plaintiff JACOB CARRILLO

DATED: , 2022 By: _____
Name: _____
of BIKEHUB

DATED: 2/10/ , 2022 By:  _____
Name: Alison Cohen, Board Chair & President
of BICYCLE TRANSIT SYSTEM, INC.

APPROVED AS TO FORM

DATED: , 2022 By: _____
Paul K. Haines
Sean M. Blakely
Haines Law Group, APC
Attorneys for Plaintiff

DATED: , 2022 By: _____
David Sohn
Sohn Legal Group, P.C.
Attorneys for Defendant BikeHub

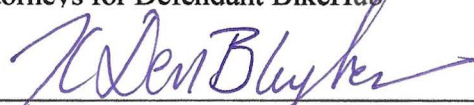
DATED: February 10 , 2022 By:  _____
Katherine C. Den Bleyker
Lewis Brisbois Bisgaard & Smith LLP
Attorneys for Defendant Bicycle Transit Systems,
Inc.

EXHIBIT 1

NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT

Jacob Carrillo v. Bikehub, et al.
Los Angeles County Superior Court
Case No.: 20STCV28879

To: All current and former non-exempt or hourly-paid employees who are or were employed by Defendants Bikehub and Bicycle Transit Systems, Inc. in the State of California at any time from July 29, 2016 through <<PRELIM APPROVAL DATE>>.

PLEASE READ CAREFULLY
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT
THIS NOTICE IS BEING SENT IN ENGLISH AND SPANISH

Why should you read this Notice?

The Court has granted preliminary approval of a proposed settlement (the “Settlement”) in the matter of *Jacob Carrillo v. Bikehub, et al.*, Los Angeles County Superior Court Case No. 20STCV28879 (the “Action”). Because your rights may be affected by the Settlement, it is important that you read this Notice carefully.

You may be entitled to money from this Settlement. Defendants Bikehub and Bicycle Transit Systems, Inc.’s (hereinafter “Defendants”) records show that you were employed by Defendants as a non-exempt or hourly-paid employee in California between July 29, 2016 and <<PRELIM APPROVAL DATE>> (the “Class Period”). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this Notice is to provide you with a brief description of the Action, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound to the terms of the Settlement and any final judgment.

What is this case about?

Plaintiff Jacob Carrillo (“Plaintiff”) brought this Action against Defendants, seeking to assert claims on behalf of a class of all current and former non-exempt or hourly-paid employees who worked for Defendants in California during the Class Period. Plaintiff is known as the “Class Representative,” and his attorneys, who also represent the interests of all Class Members, are known as “Class Counsel.”

In the Action, Plaintiff alleges that Defendants: (1) failed to pay all minimum wages; (2) failed to pay all overtime wages; (3) failed to provide all meal periods; (4) failed to authorize and permit rest periods; (5) failed to furnish accurate, itemized wage statements; (6) failed to reimburse necessary business expenses; (7) failed to pay timely pay all wages owed upon separation of employment; (8) engaged in unfair, unlawful business practices; and (9) are liable for civil penalties under the Private Attorneys’ General Act (“PAGA”).

Defendants deny that they have done anything wrong. Defendants also deny that they owe Class Members any wages, restitution, penalties, damages, or other amounts. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendants, which expressly deny all liability.

The Court has not ruled on the merits of Plaintiff’s claims. The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate and reasonable. Any final determination of whether the proposed Settlement is fair, adequate, and reasonable will be made at the Final Approval Hearing. However, to avoid additional expense, inconvenience, and interference with its business operations, Defendants have concluded that it is in its best interests to settle the Action on the terms summarized in this Notice. After Defendants provided relevant information to Class Counsel, the Settlement was reached after mediation and arm’s length negotiations between the parties.

The Class Representative and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Defendants, the inherent risk of trial on the merits, and the delays and uncertainties associated with ongoing litigation.

If you are still employed by Defendants, your decision about whether to participate in the Settlement will not affect your employment. California law and Defendants' policy strictly prohibit unlawful retaliation. Defendants will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Class Member because of his/her decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for Plaintiff/Settlement Class: HAINES LAW GROUP, APC Paul K. Haines phaines@haineslawgroup.com Sean M. Blakely sblakely@haineslawgroup.com Neil M. Larsen nlarsen@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 haineslawgroup.com	Attorneys for Defendant Bicycle Transit Systems, Inc.: Katherine C. Den Bleyker LEWIS BRISBOIS BISGAARD & SMITH LLP 633 West 5th Street, Suite 4000 Los Angeles, CA 90071 katherine.denblyker@lewisbrisbois.com Attorneys for Defendant Bikehub: David Sohn SOHN LEGAL GROUP, P.C. 20 Haight Street, Suite 101 San Francisco, CA 94102 david@sohnlegal.com
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What are the terms of the Settlement?

On <<PRELIM APPROVAL DATE>>, the Court preliminarily certified a class, for settlement purposes only, of all current and former non-exempt or hourly paid employees who worked for Defendants in California during the time period of July 29, 2016 through <<PRELIM APPROVAL DATE>>. Class Members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Defendants as described below.

Defendants have agreed to pay \$375,000.00 (the "Gross Settlement Amount") to fully resolve all claims in the Action, including payments to Class Members, Class Counsel's attorneys' fees and expenses, Settlement administration costs, payment to the LWDA, and the Class Representative's Incentive Payment.

The following deductions from the Gross Settlement Amount will be requested by the parties:

Attorneys' Fees and Expenses. Class Counsel have been prosecuting the Action on behalf of 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. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Gross Settlement Amount. Class Members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for up to one-third of the Gross Settlement Amount, which is currently estimated at \$125,000.00, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Action through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$30,000.00 in verified costs incurred in connection with the Action.

Settlement Administration Costs. The Court has approved Phoenix Settlement Administrators to act as the "Settlement Administrator," who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$10,000 from the Gross Settlement Amount to pay the settlement administration costs.

Class Representative Incentive Payment. Class Counsel will ask the Court to award the Class Representative an incentive payment in the amount of \$5,000.00 to compensate him for his service and extra work provided on behalf of Class Members.

PAGA Payment to State of California. The parties have agreed to allocate \$20,000.00 towards the Settlement of the PAGA claims in the Action. \$15,000.00 will be paid to the State of California Labor and Workforce Development Agency (“LWDA”), representing its 75% share of the civil penalties. The remaining \$5,000.00 will be allocated to “PAGA Members” as described below.

Calculation of Individual Class Members’ Settlement Payments. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount, which will be distributed to all Class Members who do not submit a valid and timely Request for Exclusion (described below). The Net Settlement Amount is estimated at approximately \$190,000.00.

The Net Settlement Amount will be allocated to all participating Class Members in proportion to the number of workweeks that he or she worked during the Class Period. Additionally, each Class Member who was employed by Defendants at any time from July 30, 2019 through <<PRELIM APPROVAL DATE>> (“PAGA Period”), including those Class Members who exclude themselves from the class action settlement, shall receive a portion of the \$5,000.00 PAGA Amount proportionate to the number of workweeks that he or she worked during the PAGA Period.

Payments to Class Members. If the Court grants final approval of the Settlement, individual Settlement Payments will be mailed to all Class Members who did not submit a valid and timely Request for Exclusion from the Settlement.

Allocation and Taxes. For tax purposes, each Individual Settlement Payment shall be allocated as follows: any payment made from the PAGA portion shall be treated as 100% penalties. Any Individual Settlement Payment made from the Net Settlement Amount shall be allocated as one-third (33.33%) as wages and two-thirds (66.67%) as penalties and interest. The Settlement Administrator will be responsible for issuing participating Class Members IRS Forms W-2 for the amounts allocated as “wages” and IRS Forms 1099 for the amounts allocated as penalties and interest. Class Members are responsible for the proper income tax treatment of the individual settlement payments. The Settlement Administrator, Defendants and their counsel, and Class Counsel cannot provide tax advice. Accordingly, Class Members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. If the Court approves the Settlement, Plaintiff and every member of the Settlement Class (except those who opt out) will fully release and discharge Defendants and each of their former, present and future owners, parents, and subsidiaries, and all of their current, former and future spouse(s), children, officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal representatives (collectively the “Released Parties”) of all claims, demands, rights, liabilities and causes of action that were pled in Plaintiff’s operative Second Amended Complaint at the time of preliminary approval of this Agreement, or which could have been pled in the Second Amended Complaint based on the factual allegations therein, that arose during the Class Period, including but not limited to causes of action for (1) failure to pay all minimum wages (Cal. Lab. Code §§ 226.7, 1182.12, 1194, 1194.2, 1197, and applicable provisions of the relevant Industrial Wage Order); (2) failure to pay all overtime wages owed (Cal. Lab. Code §§ 204, 510, 551, 552, 558, 1194, 1198, and applicable provisions of the relevant Industrial Wage Order); (3) failure to provide meal periods (Cal. Lab. Code §§ 226.7, 512, 558 and applicable provisions of the relevant Industrial Wage Order); (4) failure to authorize and permit all rest periods (Cal. Lab. Code §§ 226.7, 512, 1182.12, 1194, 1194.2, and 1197), and applicable provisions of the relevant Industrial Wage Order); (5) failure to provide accurate itemized wage statements (Cal. Lab. Code § 226, *et seq.*); (6) failure to pay all wages due upon termination (Cal. Lab. Code §§ 201, 202, 203); (7) failure to reimburse business expenses (Cal. Lab. Code § 2802, 2804); (8) all claims for unfair competition (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); and all claims for attorneys’ fees and costs relating to the class claims, that could have been premised on the facts, claims, causes of action or legal theories described above or that could have been premised on the facts, claims, causes of action or legal theories described above (collectively, the “Released Claims”). The period of the Release shall extend to the limits of the Class Period.

Additionally, Class Members who were employed by Defendants during the PAGA Period (including those who opt out of the class action settlement) will release all claims, demands, rights, liabilities and causes of action for civil

penalties under Private Attorneys General Act of 2004 against the Released Parties based on (as alleged in Plaintiff's July 30, 2020 notification letter to the LWDA, Plaintiff's amended notification letter to the LWDA, and the Operative Complaint), claims that arose during the PAGA Period including, but not limited to, claims for civil penalties under California *Labor Code* §§ 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 516, 551, 552, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1198, 2698, *et seq.*, 2699, 2699(a), 2699(g)(1), 2699.3, 2699.5, 2802, 2804, and applicable Wage Orders of the Industrial Welfare Commission, including but not limited to applicable Industrial Welfare Commission Wage Order, and all related Claims for attorneys' fees and costs ("PAGA Released Claims").

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class, and the entry of a Judgment.

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will be entitled to your share of the Settlement based on the proportionate number of workweeks you worked for Defendants during the Class Period, as well as the number of workweeks you worked during the PAGA Period, if any. You also will be bound by the Settlement, including the release of claims stated above.

Check Cashing Deadline and Uncashed Checks. If you are issued a Settlement Payment, you will have one hundred and eighty (180) calendar days after your check is mailed by the Settlement Administrator to cash it. If you do not cash your check within 180 days after mailing, the uncashed funds will be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, for the benefit of those Class Members and PAGA Members who did not cash their checks.

What other options do I have?

Dispute Information in Notice of Settlement Payment. Your award is based on the proportionate number of workweeks you worked during the Class Period, as well as the number of workweeks you worked during the PAGA Period, if any. The information contained in Defendants' records regarding both of these factors, along with your estimated Settlement Payment, is listed below. If you disagree with the information listed below, you may submit a dispute, along with any supporting documentation, to <<INSERT ADMINISTRATOR CONTACT INFO>>. Any disputes, along with supporting documentation, must be postmarked no later than <<RESPONSE DEADLINE>>. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The Parties will determine whether any adjustments are warranted, and if so, will make any adjustments accordingly.

According to Defendants' records:

- (a) you worked for Defendants in California from [REDACTED] to [REDACTED];
- (b) you worked [REDACTED] Workweeks between July 29, 2016, and <<PRELIM APPROVAL DATE>>, for Defendants; and
- (c) you worked [REDACTED] Workweeks between July 30, 2019, and <<PRELIM APPROVAL DATE>>, for Defendants.

Based on the above, your Settlement Payment is estimated at \$[REDACTED].

Exclude Yourself from the Settlement. If you **do not** wish to take part in the class action settlement, you may exclude yourself by sending to the Settlement Administrator a Request for Exclusion no later than <<RESPONSE DEADLINE>>, with your name, address, telephone number, the last four digits of your Social Security number, your signature, and the date. A Request for Exclusion must include a clear statement requesting to be excluded from the settlement of the class claims similar to the following: "I wish to exclude myself from the class settlement reached in the matter of *Jacob Carrillo v. BikeHub and Bicycle Transit Systems*. I understand that by excluding myself, I will not

receive an Individual Settlement Payment consisting of payment for my release of class claims from the settlement. However, I will still receive my portion of civil penalties for my release of the PAGA Released Claims.”

Send the Request for Exclusion directly to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. Any person who submits a timely Request for Exclusion shall, upon receipt by the Settlement Administrator, no longer be a Class Member, and shall be barred from participating in any portion of the Class Action Settlement. However, you may not opt out of the PAGA Settlement, and you will still be entitled to a portion of the PAGA Portion as described above. **Do not submit both a Dispute and a Request for Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it (with the exception of the PAGA Settlement, which you may not object to), you may mail a written objection to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. Your written objection should include: (1) your name, address, telephone number, the last four digits of your Social Security number, and your signature; (2) identify that the settlement to which you are objecting to is the: “*Jacob Carrillo v. Bike Hub and Bicycle Transit System Wage and Hour Settlement*” (3) a written statement of all grounds for the objection accompanied by legal support, if any, for such objection, and (4) if represented by separate counsel, the name, address, bar number, and telephone number of the attorney representing you. Objections should be in writing and must be postmarked on or before <<RESPONSE DEADLINE>>. Class Members who fail to submit a written objection in the manner specified above will be foreclosed from making a written objection but may still appear at the Final Approval Hearing in order to have their objection heard by the Court.

You may appear at the Final Approval Hearing scheduled for <<FINAL APPROVAL HEARING DATE/TIME>> in Department 11 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012. You have the right to appear either in person or through your own attorney at this hearing. All objections or other correspondence must state the name and number of the case, which is *Jacob Carrillo v. Bikehub, et al.*, Los Angeles County Superior Court Case No. 20STCV28879.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department 11 of the of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012. The Court also will be asked to rule on Class Counsel’s request for attorneys’ fees and reimbursement of documented costs and expenses, settlement administration costs, and the Class Representative Incentive Payment. The Final Approval Hearing may be postponed without further notice to Class Members. You may contact Class Counsel using the contact information provided above to confirm the address and time of the hearing. Any Class Member who wishes to attend the Final Approval Hearing may do so by appearing remotely through LA CourtConnect (for a fee unless a fee waiver has been obtained). You can find more information regarding LA CourtConnect at the Court’s website: www.lacourt.org. **You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing.**

If you plan on attending the hearing or otherwise visiting the Court, please consult the Court’s website, www.lacourt.org, for information regarding court operations during COVID-19 as well as face covering and social distancing requirements.

How can I get additional information?

This Notice is only a summary of the Action and the Settlement. For more information, you may inspect the Court’s files and the Settlement Agreement at the Office of the Clerk of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012, during regular court hours. You may also view the case file online at www.lacourt.org by going to the “Online Services” tab, selecting “Case Access” and entering the case

number information. This case is assigned to Department 11 of the Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, California 90012. Any Class Member who wishes to review the Court's files should make an appointment with the Office of the Clerk. You may also contact Class Counsel using the contact information listed above for more information.

**PLEASE DO NOT CALL OR WRITE THE COURT, DEFENDANTS, OR ITS ATTORNEYS FOR INFORMATION
ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS**

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is <<**RESPONSE DEADLINE**>>. These deadlines will be strictly enforced.

EXHIBIT B

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

July 30, 2020

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Jacob Carrillo v. Bikehub, et al.*

To Whom It May Concern:

Please be advised that this law firm represents Jacob Carrillo (“Mr. Carrillo”), also known as Jacob D. Padilla, in claims arising from his employment with Bikehub; Bicycle Transit Systems, Inc.; and Does 1 through 100 (collectively “Bikehub”). Mr. Carrillo is an “aggrieved employee” as defined by Labor Code Section 2698 *et seq.*, due to Bikehub’s numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code Section 2699.3, which requires aggrieved employees to notify their employer and the Labor & Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, “aggrieved employees” include all of Bikehub’s non-exempt employees who worked for Bikehub in California during the one year immediately preceding the date of this letter through the present.

Mr. Carrillo was hired by Bikehub as a non-exempt “mechanic” in approximately January 22, 2019, and worked for Bikehub until his termination in or around January 2020. Mr. Carrillo’s job duties included, but were not limited to, maintaining and repairing Bikehub’s fleet of bicycles.

Bikehub failed to adequately reimburse Mr. Carrillo and other aggrieved employees for all reasonable and necessary work expenditures, including, but not limited to, the use of personal cellular phones. Specifically, Mr. Carrillo and other aggrieved employees were required to use their personal cell phones to download several applications or “apps” to complete their job duties for Bikehub. Mr. Carrillo and other aggrieved employees were required to download an ADP application to clock in and out of their work shifts, as well as clock out and in for their meal periods. Mr. Carrillo and other aggrieved employees were also required to download the “OppsMap” application to locate and track bicycles which needed to be serviced and repaired, and to download an additional application to retrieve work orders from Bikehub’s dispatch employees. Despite requiring Mr. Carrillo and other aggrieved employees to use their personal cellular phones for work activities, Bikehub did not reimburse Mr. Carrillo and other aggrieved employees for a reasonable portion of their cellular phone expenses, as mandated by

Cochran v. Schwan's Home Service, Inc., 228 Cal.App.4th 1137 (2014). Mr. Carrillo and other aggrieved employees were not reimbursed for these work-related expenditures as required pursuant to Labor Code § 2802.

Mr. Carrillo and other aggrieved employees were not provided with all legally compliant meal periods due to Bikehub's meal period policies/practices which failed to provide Mr. Carrillo and other aggrieved employees with a duty-free, uninterrupted 30-minute meal period commencing before the end of the fifth hour of work. Specifically, Mr. Carrillo and other aggrieved employees were often provided with a meal period that began after the fifth hour of work due to Bikehub's requirement that Mr. Carrillo and other aggrieved employees complete their work duties before taking a meal period. In the event that a legally compliant meal period was not in fact provided, Mr. Carrillo and other aggrieved employees were not always paid the meal period premium required by Labor Code § 226.7.

As a result of Bikehub's failure to pay all meal period premium wages, Bikehub maintained inaccurate payroll records, issued inaccurate wage statements to Mr. Carrillo and other aggrieved employees, and failed to timely pay all final wages to Mr. Carrillo and other aggrieved employees upon their separation of employment from Bikehub.

As described above, Bikehub committed the following violations of the Labor Code, and Industrial Welfare Commission Wage Order 4 ("Wage Order 4"):

Failure to Reimburse Necessary Business Expenditures

Bikehub failed to reimburse Mr. Carrillo and other aggrieved employees for necessary work expenses, including the use of their personal cellular phones for business purposes. Bikehub's policy of not providing reimbursement for necessary work-related expenses is in violation of Wage Order 4, § 9, and Labor Code §§ 2802 and 2804 ("An employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or obedience to the directions of the employer.") Mr. Carrillo and other aggrieved employees are therefore entitled to reimbursement of such unpaid work expenses with interest.

Meal Period Violations

As alleged above, Bikehub failed to provide Mr. Carrillo and other aggrieved employees with all required and compliant meal periods. See Labor Code §§ 226.7 and 512; Wage Order 4, § 11. As a result, Mr. Carrillo and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. See Labor Code § 226.7 ("If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.").

Wage Statement Violations

Bikehub was required to furnish Mr. Carrillo and other aggrieved employees with complete and accurate itemized wage statements that showed, among other things, their rates of pay, corresponding number of hours worked at each rate of pay, total gross wages earned, and total net wages earned. *See* Labor Code §§ 226(a) and 1174(d); Wage Order 4, § 7. As a result of Bikehub's failure to pay all required meal period premium wages, Bikehub maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Carrillo and other aggrieved employees in violation of Labor Code § 226. Bikehub's failure to comply with its wage statement obligations was knowing and intentional, and Mr. Carrillo and other aggrieved employees have suffered injury as a result.

Waiting Time Penalties

Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separation of employment. Bikehub failed to timely pay Mr. Carrillo and other aggrieved employees all of their final wages at the time of separation, which included all meal period premium wages. Pursuant to Labor Code § 203, Bikehub's failure to pay all final wages due to Mr. Carrillo and other aggrieved employees was willful and, consequently, entitles Mr. Carrillo and other aggrieved employees to waiting time penalties equal to one day of wages at their standard hourly rate for each day Bikehub failed to pay their final wages after their separation, up to a maximum of thirty days.

As an "aggrieved employee," Mr. Carrillo will initiate a civil action on behalf of himself and other aggrieved employees to recover civil penalties resulting from the wage and hour violations alleged herein. Based on Mr. Carrillo's own investigation, and on information and belief, Bikehub committed and continues to commit the following Labor Code violations:

- a. Bikehub violated Labor Code §§ 2802 and 2804 by failing to reimburse Mr. Carrillo and other aggrieved employees for all necessary expenditures incurred;
- b. Bikehub violated Labor Code §§ 226.7, 512, 558, and 1198 by failing to provide meal periods as required by law and failing to pay meal period premiums to Mr. Carrillo and other aggrieved employees at these employees' respective regular rates of compensation for meal period violations;
- c. Bikehub violated Labor Code § 226 by failing to furnish Mr. Carrillo and other aggrieved employees with accurate and compliant itemized wage statements;
- d. Bikehub violated Labor Code §§ 201, 202, and 203 by failing to timely pay all final wages due to Mr. Carrillo and other aggrieved employees;

- e. Bikehub violated Labor Code § 204 by failing to pay Mr. Carrillo and other aggrieved employees all wages earned at least twice during each calendar month; and
- f. Bikehub violated Labor Code §§ 1174 and 1198 by failing to maintain accurate records on behalf of Mr. Carrillo and other aggrieved employees.

Pursuant to Labor Code Section § 2699.3(a)(2)(A), please notify us and Bikehub if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC



Paul K. Haines

cc: Bikehub (via certified mail)
Bicycle Transit Systems, Inc. (via certified mail)

7019 2970 0001 5250 8813

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Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage

\$ Total

\$ Sent

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Bicycle Transit Systems, Inc.

c/o Unisearch, Inc.

4 Venture, Suite 280

Irvine, CA 92618 (AC)

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Bikehub
Attn: Gene Yung Oh
2775 Acacia Rd.
Walnut Creek, CA 94595



9590 9402 5738 0003 7922 60

2. Article Number (Transfer from service label)

7019 2970 0001 5250 8813

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Bicycle Transit Systems, Inc.
c/o Unisearch, Inc.
4 Venture, Suite 280
Irvine, CA 92618



9590 9402 5738 0003 7922 77

2

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

7019 2970 0001 5250 8813

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee \$
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage

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\$ Sent

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Bikehub
Attn: Gene Yung Oh
2775 Acacia Rd.
Walnut Creek, CA 94595 (AC)

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent ☐ Addressee
X CV 19
B. Received by (Printed Name) C. Date of Delivery
MP 95008 8-4
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery