

STIPULATION OF SETTLEMENT AND RELEASE

This Stipulation of Settlement and Release (“Stipulation of Settlement”) is made and entered into by and between Plaintiff Scott Fiske (“Plaintiff” or “Class Representative”), individually and on behalf of all others similarly situated, and Defendant Robertson’s Transport, Ltd. (“Robertson’s” or “Defendant”), and their respective counsel of record, subject to the terms and conditions hereof and the court’s approval.

A. Definitions.

1. Plaintiff and Defendant are collectively referred to herein as “the Parties.”
2. “Class Counsel” is Jonathan M. Lebe and Annaliz Loera of Lebe Law, APLC.
3. The “Complaint” and the “Lawsuit” mean the case entitled, “*Scott Fiske, Individually and on behalf of all others similarly situated, Plaintiff, v. Robertson’s Transport, Ltd., a California Limited Partnership; and Does 1 through 20, Inclusive, Defendants,*” San Bernardino County Superior Court Case No. CIVDS 2018316, which was commenced by the filing of the initial complaint on August 21, 2020 (“Fiske Complaint”).
4. The “Covered Time Frame” is the period for determining who is a member of the Class, and is the period from April 6, 2016, through the date of preliminary approval of the Settlement.
5. “Covered Position” means all non-exempt positions of Transport Driver at Robertson’s in the State of California.
6. “Class” means all individuals who work or worked in the Covered Position during the Covered Time Frame. Members of the Class are referred to herein individually as a “Class Member” and collectively as “Class Members.”
7. “Settlement Class” means all Class Members who fail to submit timely and valid requests for exclusion. Members of the Settlement Class are referred to herein individually as a “Settlement Class Member” and collectively as “Settlement Class Members.”
8. “Cano Settlement Class Member” means a Class Member who was a class member in the case entitled, *Cano v. Robertson’s Transport, Inc.*, SBSC Case No. BC598309 (the “Cano case”), or is covered by the release in the court’s order granting final approval of the class action settlement in the *Cano* case.

9. “Post-Cano Class Member” means a Class Member who is not covered by the release in the court’s order granting final approval of the class action settlement in the *Cano* case.

B. General.

10. The Fiske Complaint was filed in San Bernardino County Superior Court on August 21, 2020, and was amended on December 21, 2020 to include a claim for civil penalties pursuant to the Private Attorneys General Act, California Labor Code sections 2699, *et seq.* (“PAGA”). By way of the Lawsuit, Plaintiff seeks to certify a class of all employees of Defendant in the Covered Position during the Covered Time Frame. The Lawsuit alleges, *inter alia*, that the Class Members (a) were not paid for all time worked, including and not limited to, overtime, (b) were not paid overtime and other wages at “regular rate of pay,” (c) were not provided required meal and rest periods and wages for meal and rest periods worked and not taken, (d) were not timely all wages owed during employment and upon termination of employment, (e) had unauthorized deductions taken from wages, (f) were not provided accurate, itemized wage statements, and (g) were subjected to unfair business practices. The Lawsuit seeks recovery of alleged unpaid wages, restitution, damages for actual injury, statutory penalties, civil penalties, interest, attorneys’ fees and costs.

11. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Lawsuit, and further denies that the Lawsuit is appropriate for class action or representative action treatment for any purpose other than this settlement. Defendant contends, among other things, it has complied at all times with the California Labor Code and the Industrial Welfare Commission Wage Orders. In addition, it is Defendant’s position that, if this case were to be litigated, class certification would be inappropriate because individual issues predominate, that class action and/or representative action treatment would be improper, and/or that Defendant would be entitled to complete summary judgment on all claims as a matter of law.

12. The Class Representative believes that the Lawsuit is meritorious and that class certification for purposes other than settlement would be appropriate.

13. Class Counsel have conducted a thorough investigation into the facts of the Lawsuit, including informal discovery consisting, among other things of a review of relevant documents, including but not limited to Defendant’s written policies, time punch records for the entire class, a sampling of paystubs of putative class members, job descriptions, meal period waivers, and the court-approved *Cano* case release that applies to some Class Members. Class Counsel are knowledgeable about and have done extensive research with respect to the applicable law and potential defenses to the claims of the Class Members, and Class Counsel have diligently pursued an investigation of the Class Members’ claims against Defendant. Based on the documents and information provided by Defendant, and their own independent investigation and evaluation, Class Counsel are of the opinion that the settlement with Defendant for the consideration and on the terms set forth in this Stipulation of Settlement is fair, reasonable, and adequate and is in the best interest of the Class Members in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation, various defenses asserted by Defendant, and numerous potential appellate issues. Defendant and Defendant’s counsel agree that the settlement is fair, reasonable and adequate.

14. For settlement purposes only, Defendant will stipulate that the class described herein may be certified. The Parties agree that certification for settlement purposes under the more lenient standard courts have applied to settlements (*e.g.*, manageability is not an issue) is in no way an admission that class certification is proper under the more stringent standard applied for litigation purposes, and that evidence of this limited stipulation to certification for settlement will not be admissible in the Lawsuit for any purpose other than seeking court approval of the settlement, and will not be admissible for any purpose in any other future proceeding that may be brought against Defendant.

C. Terms of Settlement.

15. The financial terms of the settlement are as follows:

(a) **Total Settlement Amount:** The Parties agree to settle the Lawsuit for a Total Settlement Amount paid by Defendant of One Million Five Hundred Thousand Dollars (\$1,500,000) (“the Total Settlement Amount”), subject to the terms of this Stipulation of Settlement. The Total Settlement Amount includes attorneys’ fees of Class Counsel, costs and expenses directly related to the Lawsuit (which includes, without limitation, all such fees and costs incurred to date, as well as such fees and costs to be incurred in documenting the settlement, securing court approval of the settlement and entry of judgment based thereon), the service payment to the Class Representative approved by the court, the payment to the Labor and Workforce Development Agency (“LWDA”) pursuant to the PAGA claim in the Lawsuit, and all costs of administration, including settlement administration fees and expenses. The Total Settlement Amount shall increase proportionally for each full percent that the number of workweeks during the Covered Time Frame exceeds 125,177 workweeks (*i.e.*, over 7.5% above the estimated workweeks above). In other words the Total Settlement Amount covers up to 125,177 workweeks and no more. The Total Settlement Amount will be all paid and no portion of it will be retained by Robertson’s. Additionally, employer-side payroll taxes will be paid by Robertson’s in addition to and separate from the Total Settlement Amount.

(b) **Net Settlement Proceeds:** The “Net Settlement Proceeds” is defined as the Total Settlement Amount minus the amounts for Plaintiff’s awarded Class Representative service payment, awarded attorneys’ fees and expenses to Class Counsel, the payment to the LWDA of its share of PAGA penalties, and the Settlement Administrator’s fees and expenses.

(c) **Calculation of the Individual Settlement Payments:** The “Individual Settlement Payments” means each Class Member’s share of the Net Settlement Proceeds. The Individual Settlement Payments will be calculated as follows:

(i) “Total Weeks Worked” will be the total number of weeks worked by all Class Members in the Covered Position during the Covered Time Frame according to Robertson’s records. “Individual Weeks Worked” will be the total number of weeks worked by an individual Class Member in the Covered Position during the Covered Time Frame according to Robertson’s records;

(ii) The “Individual Settlement Payment” will be based on a ratio of the Total Weeks Worked to the Individual Weeks Worked, calculated by dividing the Individual Weeks Worked by the Total Weeks Worked and then multiplying this result by the Net Settlement Proceeds; and

(iii) The Individual Settlement Payments of Cano Settlement Class Members will be reduced by 10% by multiplying their Individual Settlement Payments by .10, and this amount shall be subtracted from their Individual Settlement payments and added to the Individual Settlement Payments of the Post-Cano Class Members based on their prorata shares of the Total Work Weeks.

(d) **All Paid Settlement:** This is an all paid settlement. There will be no reversion to Robertson’s.

(e) **Payment to LWDA:** The Parties agree that \$15,000 of the Total Settlement Amount shall be allocated to settle the PAGA claim, and will be distributed as follows: 75 percent of the apportioned PAGA settlement amount (\$11,250) will be paid to the LWDA, and the remaining 25 percent (\$3,750) will be divided equally among the Class Members and included in their Individual Settlement Payments. In accordance with Labor Code section 2699(1)(2), Class Counsel shall provide notice of the settlement to the LWDA at the time the motion for preliminary of approval of the settlement is filed with the court in the Lawsuit, and shall provide a copy of such notice to Defendant’s counsel.

(f) **Service Payment to Class Representative:** The amount awarded to the Class Representative as a service payment will be set by the court in its discretion, not to exceed \$7,500, and this amount will come from the Total Settlement Amount and will be in addition to Plaintiff’s Individual Settlement Payment in consideration of the general release of all known and unknown claims he may have against Robertson’s, and its respective current and former parents, subsidiaries and affiliated entities, based on his employment with Robertson’s as set forth in Paragraph 19, below. A Form 1099 will be issued with respect to Fiske’s awarded class representative payment. Should the court approve a lesser amount, the difference will be added to the Net Settlement Proceeds.

(g) **Attorneys’ Fees and Costs:** Defendant agrees and will not object that Class Counsel is entitled to an award of attorneys’ fees and litigation costs from the Total Settlement Amount, and the amount to be awarded for attorneys’ fees shall not exceed \$500,000 (*i.e.*, 33-1/3% of the Total Settlement Amount) and the amount to be awarded for documented out-of-pocket litigation costs shall not exceed \$15,000. Should the court approve a lesser amount, the difference shall be added to the Net Settlement Proceeds. A Form 1099 will be issued to Class Counsel with respect to their award of attorneys’ fees and costs.

(h) **Settlement Administration Costs:** The Parties agree to use CPT, Inc. as the third-party settlement administrator, and CPT has agreed that its fees and other charges to administer the settlement currently estimated at \$11,000 and shall not to exceed \$15,000. The settlement administration

fees and charges shall, be subject to approval by the court, and the approved amount will be paid from the Total Settlement Amount.

(i) **Tax Treatment of Class Member Settlement Payments:** The Individual Settlement Payments are for settlement of alleged unpaid wages, interest, and civil and statutory penalties. One-third (33-1/3%) of the Individual Settlement Payments will be allocated to unpaid wages and will be subject to tax withholding and this portion of the payment will be reported on an IRS Form W-2. One-third (33-1/3%) will be allocated to interest, and one-third (33-1/3%) will be allocated to penalties, which sums will be paid without withholding any amount and will be reported on an IRS Form 1099.

16. Plaintiff and Class Counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry or have any communication with the press about the Lawsuit and/or the fact, amount or terms of the settlement. In addition, Plaintiff and Class Counsel agree that they will not engage in any advertising or distribute any marketing materials relating to the settlement, including but not limited to any postings on any websites maintained by Class Counsel. Any communication about the settlement to Class Members, prior to preliminary approval of the settlement by the court, will be limited to a statement that a settlement has been reached and the details will be communicated in a forthcoming court-approved notice if the settlement is granted preliminary approval by the court. Defendant shall have the right to rescind this settlement, rendering it null and void, if Plaintiff or Class Counsel violate the obligations in this section.

17. The Parties agree that the agreement in this Stipulation of Settlement is fair and reasonable and will so represent to the court.

D. Release of Claims.

18. As of the Effective Date (as defined in Paragraph 27, below), the Class Members (other than those who timely request to be excluded) will release and discharge Robertson's and all of its former and present parents, subsidiaries, and affiliates, and its current and former officers, directors, employees, partners, shareholders and agents, and the predecessors and successors, assigns, and legal representatives of all such entities and individuals ("Class Members' Released Parties"), from any and all claims, rights, demands, liabilities of every nature and description within the scope of or arising from the allegations of the Lawsuit (and all amendments thereto), and specifically, all claims for: (a) failure to pay wages owed, including unpaid minimum wages and overtime premium pay; (b) failure to pay wages at the correct rate, including overtime pay at the correct regular rate of pay; (c) failure to provide meal and/or rest periods in accordance with applicable law, including payments at the correct rate or at all for non-compliant meal and/or rest periods and alleged non-payment of wages for meal periods worked and not taken; (d) failure to timely pay wages, both during employment and upon termination and/or resignation of employment; (e) unlawful deductions from wages; (f) failure to provide accurate itemized wage statements; (g) unfair business practices; (h) recordkeeping violations; and (i) and all other civil and statutory penalties including those recoverable under the PAGA ("Class Members' Released Claims"), arising during the period from April 6, 2016 to the date on which the court grants preliminary approval of the Settlement ("Class Members' Release Period"). The Class Members' Released Claims include

without limitation claims meeting the above definition(s) under any and all applicable statutes, including without limitation California Labor Code §§ 200, *et seq.*, including §§ 201-204, 210, 218, 218.6, 221, 223, 226, 226.2, 226.3, 226.7 and 256 in particular; California Labor Code §§ 500, *et seq.*, including §§ 510-512, 558, and 558.1 in particular; California Labor Code §§ 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 1199; California Labor Code §§ 2800, 2802 and 2804; the California Unfair Competition Act, and in particular, California Bus. & Prof. Code §§ 17200, *et seq.*; California Labor Code §§ 2698, *et seq.*; California Civil Procedure Code § 1021.5; and any other provision of the California Labor Code or any applicable California Industrial Welfare Commission Wage Orders, in all of their iterations.

19. In addition to the release set forth in Paragraph 18, above, Plaintiff, as of the Effective Date, in his individual capacity and with respect to his individual claims only, agrees to release the Class Members' Released Parties from all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule or regulation arising out of, relating to, or in connection with any act or omission by or on the part of any of the Class Members' Released Parties committed or omitted prior to the execution hereof. The general release by Plaintiff, stated herein, includes any unknown claims that Plaintiff does not know or suspect to exist in his favor at the time of this general release, which, if known by him, might have affected his settlement with, and release of, the Class Members' Released Parties or might have affected his decision not to object to this Settlement or the general release. With respect to the general release by Plaintiff, Plaintiff stipulates and agrees that, upon the Effective Date (defined in Paragraph 27, below), he shall be deemed to have, and by operation of the final judgment in the Lawsuit shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Plaintiff may hereafter discover facts in addition to or different from those he now knows or believe to be true with respect to the subject matter of the general release, but upon the Effective Date, shall be deemed to have, and by operation of the final judgment in the Lawsuit shall have, fully, finally, and forever settled and released any and all of the claims released pursuant to the general release whether known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct that is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts.

E. Notice and Claim Process.

20. Within fourteen (14) calendar days after entry of the order granting preliminary approval, Defendant shall provide to the Settlement Administrator a list of all Class Members, including their last

known names, address, telephone number, social security number, Individual Weeks Worked for each Class Member, and whether they were a Cano Settlement Class Member ("Class Member List").

21. A notice of pendency of class action, proposed settlement and hearing date for court approval ("Class Notice") in the form attached hereto as **Exhibit 1**, and as approved by the court, shall be sent by the Settlement Administrator to each Class Member. The Class Notice will be sent by first class mail, within fourteen (14) calendar days after receiving the Class Member List from Defendant. The Class Notice will inform the Class Members of the court-established deadlines for filing disputes, objections, and request for exclusions. The Settlement Administrator shall use standard skip-tracing methods to obtain forwarding addresses of any Class Members whose Class Notice is returned as undeliverable.

22. The Settlement Administrator will make reasonable efforts to ensure that the Class Notice is mailed to all Class Members. It will be conclusively presumed that a Class Member's Notice was received if the Class Notice has not been returned within thirty (30) calendar days after the original mailing of the Class Notice to the Class Member.

23. Within the time specified by counsel for the Parties, the Settlement Administrator will provide a declaration of due diligence and proof of mailing with regard to the mailing of the Class Notice to counsel for all Parties.

24. Robertson's' records will be presumed determinative on the Individual Workweeks and Total Workweeks. To the extent a Class Member disputes the information listed on his or her Class Notice, the Class Member must notify Settlement Administrator by a writing that is mailed and bears a U.S. Postal Service postmark or is delivered to the Settlement Administrator no later than thirty (30) calendar days after the Class Notice was mailed to the Class Member. If a Class Member is disputing his or her Individual Workweeks, he or she must also timely produce evidence to the Settlement Administrator showing such other dates he or she contends should be credited to him or her. If a dispute of workweeks and supporting evidence is not postmarked or received by the Settlement Administrator within thirty (30) calendar days after the Class Notice was mailed to the Class Member it will not be timely and will not be considered. If a timely dispute of Individual Workweeks is received by the Settlement Administrator, the Settlement Administrator will forward the dispute and supporting evidence to the Parties and the Parties will meet and confer to evaluate the evidence submitted by the Class Member. If the Parties cannot agree, the dispute and supporting evidence will be submitted to the court whose decision as to which information should be applied will be binding.

25. The Class Notice shall provide that Class Members who wish to exclude themselves from the Class must submit to the Settlement Administrator a written statement requesting exclusion from the Class no later than thirty (30) calendar days after the original mailing of the Class Notice ("Exclusion Deadline"). Such written request for exclusion must contain the name, address, and telephone number of the person requesting exclusion, clearly refer to the Lawsuit by title and/or case number and clearly state that the Class Member wishes to exclude himself or herself from the Class, be returned to the Settlement Administrator's address provided in the Class Notice, and must be postmarked on or before

the Exclusion Deadline. Any Class Member who properly requests exclusion in conformity with this procedure will not be entitled to any payment from the Settlement and will not be bound by the Settlement or have any right to object, appeal or comment thereon. Class Members who fail to submit a valid and timely request for exclusion within the Exclusion Deadline shall be bound by all terms of the Settlement and any order of dismissal and judgment entered in the Lawsuit if the Settlement is approved by the Court, regardless of whether they ineffectively or untimely request exclusion from the Settlement. Any portion of the Net Settlement Proceeds attributable to Class Members who request exclusion from the Settlement shall be distributed pro rata to Settlement Class Members as a part of their Individual Settlement Payments. If five percent (5%) or more of the Class Members, or a number of Class Members whose share of the Net Settlement Proceeds represents five percent (5%) or more of the Net Settlement Proceeds, validly elect not to participate in the Settlement, Robertson's will have the right (but not the obligation) to rescind the Settlement. If the Settlement is rescinded pursuant to this paragraph, then all actions taken in furtherance of the Settlement will be null and void. Robertson's must exercise the right to rescind the Settlement in writing that is emailed or mailed to Class Counsel by overnight mail, within fourteen (14) calendar days after the Settlement Administrator notifies the Parties of the valid elections not to participate received, which the Settlement Administrator will do within seven (7) calendar days after the Exclusion Deadline. If Robertson's exercises the right to rescind the Settlement, it will pay the fees, if any, charged by the Settlement Administrator for services performed through the date the notice of rescission is provided.

26. In order to object to the Settlement, a Class Member must submit his or her written objection with the Settlement Administrator no later than thirty (30) calendar days after the mailing of the Class Notice ("Objection Deadline"). The written objection must be submitted in conformity with the requirements set forth in the Class Notice.

27. Defendant will remit funds to cover the Total Settlement Amount (defined in Paragraph 15(a), above) and the employer's share of payroll taxes to the Settlement Administrator within twenty-one (21) calendar days after the final approval of the Settlement by the court, or if there are objectors, within five (5) business days of receiving final court approval of the Settlement **and** the expiration of the time to file appeals or the resolution of any appeals filed ("Effective Date").

28. The Settlement Administrator will mail or wire all required payments no later than fourteen (14) calendar days after receipt of the funds from Defendant. Proof of payment will be filed with the court upon request of the court. It is expressly understood and agreed that the Individual Settlement Payment checks will become void and no longer available if not cashed within one hundred twenty (120) calendar days after mailing. Thereafter, in accordance with California Code of Civil Procedure section 384, the aggregate amount of all uncashed checks will be paid to Inclusion Matters by Shane's Inspiration, a nonprofit child advocacy organization.

F. Duties of the Parties Prior to Final Court Approval.

29. Promptly after execution of this Stipulation of Settlement, Plaintiff shall move the court for preliminary approval of this Settlement and entry of an order, which motion Defendant will not

oppose if counsel for Defendant's review of the papers is obtained prior to filing the motion, and input of counsel for Defendant, if provided, is included in the filed motion, accomplishing the following:

- (a) scheduling a final approval hearing on the question of whether the proposed settlement should be finally approved as fair, reasonable and adequate as to the Class Members;
- (b) approving as to form and content the proposed Class Notice;
- (c) directing the mailing of the Class Notice by first class mail to the Class Members;
- (d) preliminarily approving this Settlement;
- (e) preliminarily certifying the class for purposes of this Settlement;
- (f) preliminarily approving the PAGA payment of \$15,000, of which \$11,250 will be paid to the LWDA;
- (g) preliminarily setting attorneys' fees and costs payable to Class Counsel;
- (h) preliminarily setting the service payment to the Class Representative; and
- (i) approving the settlement administrator that Parties agree upon and preliminarily approving payment of its fees and costs.

This Stipulation of Settlement shall be submitted in support of the motion for preliminary approval of the settlement.

G. Duties of the Parties in Connection with and Following Final Court Approval.

30. In connection with the hearing on final approval of the settlement provided for in this Stipulation of Settlement, the Parties will submit a proposed final order:

- (a) approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;

(b) approving Class Counsel's application for an award of attorneys' fees and reimbursement of documented litigation costs, the service payment, if any, to the Class Representative, the payment to the LWDA, and the costs of administering the settlement; and

(c) entry of a judgment pursuant to California Rules of Court 3.769, permanently barring all Class Members from prosecuting any Class Members' Released Claims against any of the Class Members' Released Parties.

H. Voiding the Agreement.

31. A failure of the court to approve any material condition of this Stipulation of Settlement which effects a fundamental change of the Parties' Settlement, or any reversal or material modification of any ruling preliminarily or finally approving the Settlement on appellate review, shall render the entire Stipulation of Settlement voidable and unenforceable as to all Parties herein at the option of any of the Parties. However, the Parties shall make reasonable efforts to rectify any minor issues raised by the Court that do not amount to fundamental changes to the Parties' Settlement.

I. Parties' Authority.

32. The signatories hereto represent that they are fully authorized to enter into this Stipulation of Settlement and bind the Parties hereto to the terms and conditions hereof.

J. Mutual Full Cooperation.

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

K. No Prior Assignments.

34. The Parties hereto represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights released and discharged by this Stipulation of Settlement.

L. No Admission.

35. Nothing contained herein, nor the consummation of this Stipulation of Settlement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant or any of the other Class Members' Released Parties. Each of the Parties hereto has entered into this Stipulation of Settlement with the intention of avoiding further disputes and litigation with the attendant risk, inconvenience and expenses. This Stipulation of Settlement is a settlement document and shall, pursuant to California Evidence Code section 1152 and/or any other similar law, be inadmissible in evidence in any proceeding, except to provide notice to the LWDA in conformity with PAGA, an action or proceeding to approve the Settlement, and/or interpret or enforce this Stipulation of Settlement.

M. Enforcement Actions.

36. Except as otherwise provided in this Stipulation of Settlement, in the event that one or more of the Parties to this Stipulation of Settlement institutes any legal action, arbitration, or other proceeding against any of the other Parties to enforce the provisions of this Stipulation of Settlement or to declare rights and/or obligations under this Stipulation of Settlement, the successful party shall be entitled to recover from the unsuccessful party reasonable attorneys' fees and costs incurred in connection with any enforcement actions.

N. Notices.

37. Unless otherwise specifically provided herein, all notices, demands or other communications to be given hereunder to either Class Counsel or Defendant's Counsel, shall be in writing, addressed as follows:

To Plaintiff and Class Counsel:

Jonathan Lebe, Esq.
Annaliz Loera, Esq.
Lebe Law, APLC
777 S. Alameda Street, Second Floor
Los Angeles, CA 90021

To Robertson's Transport, Ltd.:

Stephen L. Berry, Esq.
Paul Hastings LLP
695 Town Center Drive, 17th Floor
Costa Mesa, California 92626

O. Construction.

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

P. Captions and Interpretations.

39. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Stipulation of Settlement or any provision hereof. Each term of this Stipulation of Settlement is contractual and not merely a recital.

Q. Modification.

40. This Stipulation of Settlement may not be changed, altered, or modified, except in writing and signed by counsel for each of the Parties hereto, and if after preliminary court approval, upon approval of the court. This Stipulation of Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by counsel for all of the Parties hereto.

R. Integration Clause.

41. This Stipulation of Settlement contains the entire agreement between Plaintiff and the Settlement Class, on the one hand, and Defendant, on the other hand, relating to the Settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a party or such party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

S. Binding On Assigns.

42. This Stipulation of Settlement shall be binding upon and inure to the benefit of the Parties hereto and the Settlement Class, and their respective heirs, trustees, executors, administrators, successors and assigns.

T. No Solicitation of Settlement Objections or Exclusions.

43. The Parties agree to use their best efforts to carry out the terms of this Settlement. Neither the Parties nor their counsel shall seek to solicit or otherwise encourage Class Members to submit written objections to the Settlement or request exclusion from the Class, or encourage Class Members to appeal from the Court's final approval order.

U. Signatures of All Settlement Class Members Unnecessary to be Binding.

44. It is agreed that, because the members of the Settlement Class are numerous, it is impossible or impractical to have each Settlement Class Member execute this Stipulation of Settlement. The Class Notice will advise all Class Members of the binding nature of the release provided herein and such shall have the same force and effect as if this Stipulation of Settlement were executed by each Settlement Class Member.

V. Jurisdiction of the Superior Court.

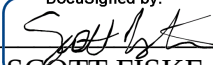
45. Pursuant to Code of Civil Procedure Section 664.6, the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement and all orders and judgments entered in connection therewith, and the Parties hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement and all orders and judgments in connection therewith.

W. Counterparts.

This Stipulation of Settlement may be executed in counterparts, and when each of the Parties and their counsel has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one fully-signed Stipulation of Settlement, which shall be binding upon and effective as to all Parties.

Dated: 10/5/2021, 2021

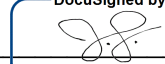
PLAINTIFF AND CLASS REPRESENTATIVE:

DocuSigned by:

SCOTT EISKE

CLASS COUNSEL:

Dated: 10/5/2021, 2021

LEBE LAW, APLC

By: 
JONATHAN LEBE

**[SIGNATURES CONTINUED
ON NEXT PAGE]**

Dated: _____, 2021

DEFENDANT:

ROBERTSON'S TRANSPORT, LTD.

By: _____

Dated: _____, 2021

DEFENDANT'S COUNSEL:

PAUL HASTINGS LLP

By: _____
STEPHEN L. BERRY

[CLASS MEMBER NAME]

SCOTT FISKE V. ROBERTSON'S TRANSPORT, LTD

Superior Court of the State of California, County of San Bernardino

Case No.: CIVDS 2018316

If you are a current or former hourly-paid employee who worked for Robertson's Transport, Ltd. ("Robertson's" or "Defendant") as a transport driver in the State of California, at any time from April 6, 2016 through **[date of preliminary approval]**, a class action lawsuit may affect your rights and you may be entitled to a payment under this settlement.

You are not being sued. A court authorized this notice. This is not a solicitation from a lawyer.

PLEASE READ THIS NOTICE CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS.

- This is a class action lawsuit that involves a class defined as all current and former non-exempt (hourly-paid) employees who work/worked for Robertson's as a transport driver in the State of California from April 6, 2016 through **[date of preliminary approval]**."
- Plaintiff in this class action alleges that Defendant (a) failed to pay class members for all time worked, including and not limited to, overtime, (b) failed to pay class members overtime and other wages at the "regular rate of pay," (c) failed to provide class members with required meal and rest periods and failed to pay class members wages for meal and rest periods worked and not taken, (d) failed to timely pay class members all wages owed during employment and upon termination of employment, (e) took unauthorized deductions from class member wages, (f) failed to provide class members accurate, itemized wage statements, and (g) subjected class members to unfair business practices.
- Defendant denies Plaintiff's claims and asserts that it has complied with all of its legal obligations to its employees.
- There has been a settlement that affects your legal rights. Although the Court has authorized the Parties to provide this notice of the proposed settlement, the Court has expressed no opinion on the merits of Plaintiff's claims or Defendant's defenses.
- You have several options available to you:

DO NOTHING	By doing nothing, you <u>will</u> receive a share of the settlement proceeds, and you will give up any rights to sue Robertson's separately regarding all claims and causes of action of whatever kind or nature that are alleged, related to or that reasonably could have arisen out of the same facts alleged in this class action.
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ASK TO BE EXCLUDED (OPT OUT)	Get out of this lawsuit. Get no benefits from the Settlement. Keep rights. If you ask to be excluded, you <u>will not</u> receive a share of the settlement proceeds, but you keep any rights you may have to sue Robertson's for the same legal claims alleged in the lawsuit.
OBJECT	Object to the terms of this Settlement.

Your options are explained in this notice.
To request exclusion or object, you must act by [enter date].

1. Why did I get this notice?

You have received this notice because Defendant's records indicate that you are a member of the Settlement Class as defined above.

2. What is this lawsuit about?

On August 21, 2020, Plaintiff filed a complaint on behalf of himself and all other current and former hourly-paid employees employed by Robertson's. The lawsuit was amended on December 21, 2020 to add a claim for civil penalties.

Plaintiff alleged several categories of claims, as described above.

Defendant denies Plaintiff's claims and asserts that it has complied with all of its legal obligations to its employees.

3. Has the Court decided who is right?

No. The Court has made no decision regarding the merits of Plaintiff's allegations or Robertson's defenses.

4. Why did this case settle?

The Parties reached a settlement in order to avoid the risk and expense of further litigation. Plaintiff and his attorneys believe the proposed settlement is fair, adequate and in the best interest of the class members to whom it applies given the outcome of their investigation, the consumption of time and resources required in connection with further litigation, and the uncertainty in the law governing some of the claims presented. Although Defendant disputes Plaintiff's claims and asserts it has complied with all of its legal obligations towards its employees, Defendant has also concluded that further litigation would be lengthy and expensive and would also divert resources and management and employee time.

5. What are the terms of the settlement and how much will I receive?

The total settlement amount is \$1,500,000. Under the proposed settlement, the following amounts will be deducted before any payments are made to employees, subject to final approval by the Court:

- Service Payment to Named Plaintiff – up to \$7,500
- Attorneys’ fees – up to \$500,000
- Attorneys’ Costs – up to \$15,000
- Payment under the California Private Attorneys’ General Act of 2004 (“PAGA”) -- \$15,000 (\$11,250 of which will be distributed to the California Labor & Workforce Development Agency and \$3,750 of which will be distributed to the Settlement Class)
- Settlement Administration Expenses – up to \$15,000

After these deductions, approximately \$947,500 will be available for payments to be made to the Settlement Class Members receiving this notice. This amount is called the “Net Settlement Amount.”

Each Settlement Class Member shall receive a lump sum based on the number of weeks he/she worked for Defendant from April 6, 2016 through [date of preliminary approval] (“Class Period”).

The lump sum payment to you will be determined based upon the total number of weeks you worked during the Class Period. The Settlement Administrator will calculate the lump sum payment to you by following this formula: First, the Settlement Administrator will calculate the total number weeks worked by all Settlement Class Members by adding the weeks worked by each individual Settlement Class Member during the Class Period. Second, the weeks worked by each individual Settlement Class Member will then be divided by the total number of weeks worked all Settlement Class Members, resulting in the Payment Ratio for each Settlement Class Member, which will then be multiplied by the Net Settlement Amount to calculate each Settlement Class Member’s estimated Individual Settlement Payment. Third, the Individual Settlement Payment of a Settlement Class Member who also was a class member in the case entitled, *Cano v. Robertson’s Transport, Inc.*, SBSC Case No. BC598309 (the “Cano case”), or is covered by the release in the court’s order granting final approval of the class action settlement in the *Cano* case, will be reduced by 10% by multiplying their Individual Settlement Payments in this case by .10, and this amount shall be subtracted from their Individual Settlement payment and added to the Individual Settlement Payments of the Settlement Class Members who did not get a payment under the settlement in the *Cano* case.

Defendant’s records indicated that you worked [redacted] weeks during the Class Period, and did/did not receive a payment under the *Cano* case settlement.

6. What if I disagree with the number work weeks or *Cano* case settlement participation attributed to me?

Your total weeks worked during the Class Period and participation in the *Cano* case settlement are shown above. This information is based on Defendant’s records. If you disagree with this information and would like someone to look into the matter, please provide the Settlement Administrator, in writing, with the number of weeks you believe you worked from April 6, 2016 through [preliminary approval date] and/or proof that you requested to be excluded from the *Cano* case settlement. You must also provide any documentation you have to support your claim. Robertson’s records will control unless you are able to provide information and/or documentation which establishes that Robertson’s records are in error. If there is a dispute about whether Robertson’s information or yours is accurate, the court may be asked to resolve the dispute, and

the court's decision will be final. You must contest the number of weeks worked and/or *Cano* case settlement participation in writing no later than [objection deadline]. Please send your information to the Settlement Administrator at the address below.

7. What do I have to do to receive a share of the settlement?

If you wish to receive a payment under the terms of this settlement, you do not have to do anything. If your address has changed or changes, you should immediately notify the Settlement Administrator of the address change.

8. What rights am I giving up?

Upon the final approval of the settlement by the court, and except as to such rights or claims as may be created by this Stipulation of Settlement, the Class Members (other than those who timely request to be excluded in accordance with the terms of the Settlement) will release and discharge Robertson's and all of its former and present parents, subsidiaries, and affiliates, and its current and former officers, directors, employees, partners, shareholders and agents, and the predecessors and successors, assigns, and legal representatives of all such entities and individuals ("Class Members' Released Parties"), from any and all claims, rights, demands, liabilities of every nature and description within the scope of or arising from the allegations of the Lawsuit (and all amendments thereto), and specifically, all claims for: (a) failure to pay wages owed, including unpaid minimum wages and overtime premium pay; (b) failure to pay wages at the correct rate, including overtime pay at the correct regular rate of pay; (c) failure to provide meal and/or rest periods in accordance with applicable law, including payments at the correct rate or at all for non-compliant meal and/or rest periods and alleged non-payment of wages for meal periods worked and not taken; (d) failure to timely pay wages, both during employment and upon termination and/or resignation of employment; (e) unlawful deductions from wages; (f) failure to provide accurate itemized wage statements; (g) unfair business practices; (h) recordkeeping violations; and (i) and all other civil and statutory penalties including those recoverable under the PAGA ("Class Members' Released Claims"), arising during the period from April 6, 2016 to the date on which the court grants preliminary approval of the Settlement ("Class Members' Release Period"). The Class Members' Released Claims include without limitation claims meeting the above definition(s) under any and all applicable statutes, including without limitation California Labor Code §§ 200, *et seq.*, including §§ 201-204, 210, 218, 218.6, 221, 223, 226, 226.2, 226.3, 226.7 and 256 in particular; California Labor Code §§ 500, *et seq.*, including §§ 510-512, 558, and 558.1 in particular; California Labor Code §§ 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 1199; California Labor Code §§ 2800, 2802 and 2804; the California Unfair Competition Act, and in particular, California Bus. & Prof. Code §§ 17200, *et seq.*; California Labor Code §§ 2698, *et seq.*; California Civil Procedure Code § 1021.5; and any other provision of the California Labor Code or any applicable California Industrial Welfare Commission Wage Orders, in all of their iterations.

9. What if I do not wish to be involved?

Anyone not wishing to participate in this settlement may exclude himself or herself ("opt out") by sending a written request for exclusion to the Settlement Administrator at the address below. The written request must contain your name, address, and telephone number, clearly refer to this lawsuit by title and/or case number and clearly state that you wish to exclude yourself from the

class. The request for exclusion must be signed by you or your authorized representative indicating that you wish to exclude yourself from the Settlement. The request for exclusion must be postmarked by XXX.

If your Request for Exclusion is postmarked after XXX, it will be rejected, and you will be a Settlement Class Member and be bound by the settlement terms.

Anyone who submits a timely and valid Request for Exclusion shall not be deemed a Class Member and will not receive any payment as part of this settlement. Such persons will keep any rights to sue Defendant separately about the claims in this lawsuit. Requests for exclusion must be sent to:

Robertson's Transport, Ltd. Settlement Administrator
c/o [address and toll-free number to be inserted]

10. What if I have an objection?

Any objection to the settlement must be in writing, specify the reason(s) for the objection, and be mailed to the Settlement Administrator no later than XXX. Either of the Parties may file a responsive document to any objection with the Court. Do not submit both a request for exclusion and an objection. If you do, your request for exclusion will not be valid and you will be included in the settlement.

11. Do I need a lawyer?

You do not need to hire your own lawyer, because Class Counsel is working on your behalf. However, if you want your own lawyer, you are free to hire one at your own expense.

<u>Class Counsel:</u> LEBE LAW, APLC Jonathan Lebe, Esq. Annaliz Loera, Esq. 777 S. Alameda Street, Second Floor Los Angeles, CA 90021 Telephone: (213) 444-1973 Facsimile: (213) 457-3092	<u>Counsel for Robertson's Transport, Ltd.</u> PAUL HASTINGS LLP Stephen L. Berry, Esq. 695 Town Center Drive, Seventeenth Floor Costa Mesa, CA 92626 Telephone: (714) 668-6200 Facsimile: (714) 979-1921
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12. What happens next in the case?

The Settlement has only been preliminarily approved by the Court. The Court will hold a hearing in Dept. S-26, of the San Bernardino County Superior Court, 247 West Third Street, San Bernardino, CA 92415-0210, on the eighth floor, on [date] at XXX (Pacific Time) to consider any objections and determine whether the settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and costs and the costs of Settlement Administration. The hearing may be continued without further notice to you. It is not necessary for you to appear at this hearing.

13. How can I receive more information?

This notice is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you may review the detailed “Stipulation of Settlement” on file with the Clerk of the Court. The pleadings and other records in this litigation may be examined at any time during regular business hours at the Office of the Clerk of the San Bernardino County Superior Court, 247 West Third Street, San Bernardino, CA 92415-0210.

For further information, you may also telephone the Settlement Administrator at XXX or Class Counsel (listed above).

Please do not telephone the Court, the Office of the Clerk, or Robertson’s for information regarding this settlement.