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Attorneys for Defendants
FERRELLGAS, INC. and
FERRELLGAS, L.P. d/b/a BLUE RHINO

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CHRIS BONSANGUE, on behalf of
himself other similarly situated drivers,

Plaintiff,

vs.

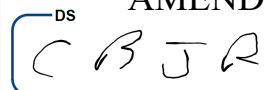
FERRELLGAS, INC.; FERRELLGAS,
L.P.; BLUE RHINO LLC; and DOES 1
to 100, inclusive,

Defendants.

CASE NO.: 2:20-cv-11169-FMO-RAO

**AMENDED JOINT STIPULATION OF
CLASS ACTION SETTLEMENT AND
RELEASE BETWEEN PLAINTIFF, ON
BEHALF OF HIMSELF AND ALL
OTHERS SIMILARLY SITUATED AND
AGGRIEVED, AND DEFENDANT**

Complaint Filed: October 2, 2020

DS


AMENDED JOINT STIPULATION OF CLASS ACTION SETTLEMENT

This Amended Joint Stipulation of Class Action Settlement (“Agreement” or “Settlement Agreement”) is made and entered into by and between Plaintiff Chris Bonsangue (“Plaintiff” or “Class Representative”), as an individual and on behalf of all others similarly situated and aggrieved, and Defendant Ferrellgas, Inc. (“Defendant”) (collectively with Plaintiff, the “Parties”). This Agreement shall replace the Joint Stipulation of Class Action Settlement and Release and Amendment No. 1 to Joint Stipulation of Class Action Settlement and Release entered into by the Parties on November 8, 2021 and January 6, 2022, respectively.

This settlement shall be binding on Plaintiff and the settlement classes and aggrieved employees Plaintiff purports to represent and (i) Defendant; (ii) each of Defendant’s respective past, present and future parents, subsidiaries, and affiliates including, without limitation, any corporation, limited liability company, partnership, trust, foundation, and non-profit entity which controls, is controlled by, or is under common control with Defendant; (iii) the past, present and future shareholders, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, payroll service providers, fiduciaries, benefit plans, transferees, predecessors, successors, and assigns of any of the foregoing; and (iv) any individual or entity which could be jointly liable with any of the foregoing, subject to the terms and conditions hereof and the approval of the Court.

RECITALS

1. On October 2, 2020, Plaintiff filed a civil Complaint against Defendant, Ferrellgas, L.P. and Blue Rhino LLC in the Los Angeles County Superior Court entitled *Chris Bonsangue, on behalf of himself and other similarly situated drivers, v. Ferrellgas, Inc., et al.*, Case Number 20STCV38208, alleging the following claims: (1) failure to pay wages for all hours worked at minimum wage, (2) failure to authorize or permit meal periods, (3) failure to authorize or permit rest periods, (4) failure to provide complete and

1 accurate wage statements, (5) failure to timely pay all earned wages and final paychecks
2 due at time of separation of employment, and (6) unfair business practices on behalf of the
3 following putative classes:

- 4 a. Minimum Wage Class: All current and former hourly non-exempt
5 drivers employed by Defendant in California at any time from the four
6 (4) years prior to the filing of the initial Complaint in this action and
7 through the date notice is mailed to a certified class who were not paid
8 at least minimum wage for all time they were subject to Defendant's
9 control.
- 10 b. Meal Period Class: All current and former hourly non-exempt drivers
11 employed by Defendant in California at any time from the four (4) years
12 prior to the filing of the initial Complaint in this action and through the
13 date notice is mailed to a certified class who worked more than five (5)
14 hours yet Defendant failed to authorize or permit a duty-free
15 uninterrupted meal period of no less than thirty (30) minutes for each
16 five-hour period of work.
- 17 c. Rest Period Class: All current and former hourly non-exempt drivers
18 employed by Defendant in California at any time from the four (4) years
19 prior to the filing of the initial Complaint in this action and through the
20 date notice is mailed to a certified class who worked shifts of at least
21 three-and-a-half (3.5) hours who did not receive all required duty-free
22 rest periods of a net ten (10) minutes for every four (4) hours worked or
23 major fraction thereof.
- 24 d. Wage Statement Class: All current and former hourly non-exempt
25 drivers employed by Defendant in California at any time within the one
26 (1) year prior to the filing of the initial Complaint in this action and
27 through the date notice is mailed to a certified class who received
28 inaccurate or incomplete wage and hour statements.

e. Waiting Time Class: All current and former hourly non-exempt drivers employed by Defendant in California at any time within the three (3) years prior to the filing of the initial Complaint in this action and through the date notice is mailed to a certified class who did not receive payment of all unpaid wages upon separation of employment within the statutory time period.

2. On December 9, 2020, Defendant and Ferrellgas L.P. d/b/a Blue Rhino filed and served their respective Answers to the Complaint. On December 9, 2020, the case was removed to the United States District Court, Central District of California as Case No. CV 20-11169 FMO (RAOx) (the "Action").¹

3. On January 21, 2021, Plaintiff filed a Notice of Dismissal Pursuant to Federal Rules of Civil Procedure 41(a) or (c) dismissing Blue Rhino LLC from the Action without prejudice. (Docket No. 15.)

4. On February 19, 2020¹, Plaintiff filed a civil Complaint against Defendant and Ferrellgas, L.P. in the Los Angeles County Superior Court entitled *Chris Bonsangue, on behalf of himself and all other current and former aggrieved California-based hourly non-exempt drivers, v. Ferrellgas, Inc., et al.*, Case Number 21STCV06688, alleging single cause of action for: Civil Penalties Pursuant to the Private Attorneys General Act of 2004 ("PAGA") (the "PAGA Action").²

5. On April 12, 2021, Plaintiff filed a Stipulation for Dismissal Without Prejudice of Defendant Ferrellgas, L.P. Only in the Action. (Docket No. 20.)

6. On May 17, 2021, Defendant filed and served its Answer to Plaintiff's Complaint in the PAGA Action. On May 24, 2021, Ferrellgas L.P. d/b/a Blue Rhino was dismissed from the PAGA Action without prejudice pursuant to the parties' Stipulation

¹ As set forth in the removal papers, Blue Rhino, LLC was merged into Ferrellgas, L.P. in 2004 and does not exist as a separate entity.

² On September 29, 2020, Plaintiff exhausted his administrative remedies pursuant to California Labor Code § 2699, *et seq.* by providing notice to the Labor and Workforce Development Agency ("LWDA"). Plaintiff did not receive a response from the LWDA.

1 and [Proposed] Order.

2 7. On March 22, 2022, Plaintiff filed a First Amended Complaint (“FAC”) in the
3 Action adding a Seventh Cause of Action for Civil Penalties Pursuant to the Private
4 Attorneys General Act of 2004 (“PAGA”).

5 8. Plaintiff will dismiss the PAGA Action with prejudice. Defendant will have
6 no obligation to file a responsive pleading to the FAC, unless the Settlement Agreement is
7 rescinded or nullified pursuant to paragraphs 77 or 78 below. In the event that the FAC is
8 filed and the Settlement Agreement is thereafter rescinded or nullified, Defendant will have
9 30 days from notice of the termination to file a responsive pleading to the FAC.

10 9. Defendant denies all material allegations set forth in the Action and the PAGA
11 Action and has asserted numerous affirmative and other defenses. Notwithstanding, in the
12 interest of avoiding further litigation, the Parties desire to fully and finally settle all actual
13 or potential claims by the Class Members.

14 10. Plaintiff’s counsel in the Action and PAGA Action diligently investigated the
15 proposed Class Members’ claims against Defendant, including any and all applicable
16 defenses and the applicable law. The investigation included, *inter alia*, the exchange of
17 information pursuant to informal discovery methods, review of numerous corporate
18 policies and practices, and review and analysis of voluminous time and payroll records.

19 11. On September 2, 2021, the Parties participated in a mediation with Todd
20 Smith, Esq., a highly respected mediator of wage and hour class and PAGA actions. At
21 the September 2, 2021 mediation, the Parties agreed to the principal terms of a settlement
22 of the Class Action and PAGA Action, which was memorialized in a Confidential
23 Memorandum of Understanding signed by the Parties.

24 12. The settlement discussions before, during and after the mediation were
25 conducted at arm’s length and the settlement is the result of an informed and detailed
26 analysis of Defendant’s alleged potential liability in relation to the costs and risks
27 associated with continued litigation.

28 13. Based on the data and documents produced pursuant to informal discovery, as

1 well as Class Counsel's own independent investigation and evaluation, and the mediator's
2 efforts, Class Counsel believe that the settlement with Defendant for the consideration and
3 on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is
4 in the best interest of the Class Members in light of all known facts and circumstances,
5 including the risk of significant delay and uncertainty associated with litigation, various
6 defenses asserted by Defendant, the sharply contested legal and factual issues involved,
7 and numerous appellate issues.

8 14. This Settlement Agreement is made and entered into by and between Plaintiff,
9 individually and on behalf of all others similarly situated and aggrieved, on the one hand,
10 and Defendant, on the other hand, and is subject to the terms and conditions hereof, and to
11 the Court's approval. The Parties expressly acknowledge that this Agreement is entered
12 into solely for the purpose of compromising significantly disputed claims and that nothing
13 herein is an admission of any liability or wrongdoing by Defendant. If, for any reason the
14 Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall
15 be returned to their original respective positions.

16 **DEFINITIONS**

17 The following definitions are applicable to this Settlement Agreement. Definitions
18 contained elsewhere in this Settlement Agreement will also be effective:

19 11. "Action" means *Chris Bonsangue, on behalf of himself and other similarly*
20 *situated drivers, v. Ferrellgas, Inc., et al.*, United States District Court, Central District of
21 California as Case No. CV 20-11169 FMO (RAOx).

22 12. "Attorneys' Fees and Costs" means attorneys' fees agreed upon by the
23 Parties and approved by the Court for Class Counsel's litigation and resolution of this
24 Action and the PAGA Action, and all costs incurred and to be incurred by Class Counsel
25 in the Action and the PAGA Action, including, but not limited to, costs associated with
26 documenting the Settlement, securing the Court's approval of the Settlement, responding
27 to any objections to the settlement and appeals arising therefrom, administering the
28 Settlement, obtaining entry of a Judgment terminating this Action, and expenses for any

experts. Class Counsel will request attorneys' fees not in excess of Twenty-Five Percent (25%) of the Maximum Settlement Amount, or up to Forty-Seven Thousand Five Hundred Dollars (\$47,500). The Attorneys' Fees and Costs will also mean and include the additional reimbursement of Class Counsel's actual costs associated with Class Counsel's litigation and settlement of the Action and PAGA Action per Class Counsel's billing statements, up to Ten Thousand Dollars (\$10,000), subject to the Court's approval. Should the Court award less than the requested amount of attorneys' fees and/or costs, any such reduction shall revert to the Net Settlement Amount distributed to Participating Class Members in accordance with the terms of the Settlement Agreement. Defendant has agreed not to oppose Class Counsel's request for fees and reimbursement of costs as set forth above.

13. "Class Counsel" means Lavi & Ebrahimian, LLP, which will seek to be appointed counsel for the Settlement Class.

14. "Class List" means a complete list of all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator within thirty (30) calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include Class Members' names, last-known addresses, last-known telephone numbers, social security numbers, and Workweek and pay period data (i.e., the start and end date of employment for each class member for the Settlement Administrator to use in calculating the workweeks and pay periods) during the Class Period.

15. "Class Member(s)" or "Settlement Class" means all individuals who are or previously were employed by Defendant in the State of California who worked as a non-exempt driver at any time from October 2, 2016 through November 1, 2021, with the exception of individuals who were employed by Defendant in the position of Driver Bulk & Cylinder, Driver I Cylinder A, Driver I Bulk & Cylinder B, Driver Tank Exchange, and/or Driver II Transport A only, and at no time on or after September 15, 2019, whose claims were released pursuant to the settlement in *Price v. Ferrellgas, Inc.*, Southern

District of California Case No. 37-2018-00022075-CU-OE-CTL. The Settlement Class also does not include any other person who previously settled or released any of the claims covered by this Settlement, or any other person who previously was paid or received awards through civil or administrative actions for the claims covered by this Settlement. Defendant represents that there are approximately 29,578 workweeks through September 15, 2021 subject to this Settlement.

16. "Class Period" means the period from October 2, 2016 through November 1, 2021.

17. "Class and PAGA Representative" means Plaintiff Chris Bonsangue, who will seek to be appointed as the representative for the Settlement Class.

18. "Class and PAGA Representative Enhancement Payment" means the amount to be paid to Plaintiff in recognition of Plaintiff's effort and work in prosecuting the Action on behalf of Class Members, the PAGA Action, and negotiating the Settlement. Defendant agrees not to dispute that the Class Representative will be paid, subject to Court approval, up to Five Thousand Dollars (\$5,000) from the Maximum Settlement Amount for Plaintiff's services on behalf of the class, subject to the Court granting final approval of this Settlement Agreement and subject to the exhaustion of any and all appeals. Should the Court reduce the Class Representative Enhancement Payment, any such reduction shall revert to the Net Settlement Amount distributed to Participating Class Members.

19. "Court" means the United States Strict Court for the Central District of California or any other court taking jurisdiction of the Action and FAC.

20. "Defendant" means Ferrellgas, Inc. and (i) each of Defendant's respective past, present and future parents, subsidiaries, and affiliates including, without limitation, any corporation, limited liability company, partnership, trust, foundation, and non-profit entity which controls, is controlled by, or is under common control with Defendant; (ii) the past, present and future shareholders, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives,

1 administrators, payroll service providers, fiduciaries, benefit plans, transferees,
2 predecessors, successors, and assigns of any of the foregoing; and (iii) any individual or
3 entity which could be jointly liable with any of the foregoing.

4 21. "Effective Date" means the date on which the settlement embodied in this
5 Settlement Agreement shall become effective after all of the following events have
6 occurred: (i) this Settlement Agreement has been executed by all parties and by counsel
7 for the Settlement Class and Defendant; (ii) the Court has given preliminary approval to
8 the Settlement; (iii) notice has been given to the putative members of the Settlement
9 Class, providing them with an opportunity to object to the terms of the Settlement or to
10 opt-out of the Settlement; (iv) the Court has held a formal fairness hearing and entered a
11 final order and judgment certifying the Class and approving this Settlement Agreement;
12 (v) forty (40) calendar days have passed following the Court's entry of a final order and
13 judgment certifying the Settlement Class, and approving the settlement; and (vi) in the
14 event there are written objections filed prior to the formal fairness hearing which are not
15 later withdrawn or denied, the later of the following events: (a) five (5) business days
16 after the period for filing any appeal, writ or other appellate proceeding opposing the
17 Court's final order approving the Settlement has elapsed without any appeal, writ or other
18 appellate proceeding having been filed; or (b) five (5) business days after any appeal, writ
19 or other appellate proceeding opposing the Settlement has been dismissed finally and
20 conclusively with no right to pursue further remedies or relief.

21 22. "Individual PAGA Settlement Payment" means each PAGA Group
22 Member's share of the Net PAGA Settlement Amount.

23 23. "Individual Settlement Payment" means each Participating Class Member's
24 share of the Net Settlement Amount, to be distributed to the Class Members who do not
25 submit a valid Request for Exclusion.

26 24. "LWDA Payment" means Seventy-Five Percent (75%), or Fourteen
27 Thousand Two Hundred and Fifty Dollars (\$14,250), of the PAGA Settlement Amount
28 which will be paid to the California Labor and Workforce Development Agency pursuant

1 to PAGA.

2 25. "PAGA Settlement Amount" means the amount that the Parties have agreed
3 to pay to the Labor and Workforce Development Agency ("LWDA") and PAGA Group
4 Members in connection with the Labor Code Private Attorneys General Act of 2004 (Cal.
5 Lab. Code §§ 2698, *et seq.*, "PAGA"). The Parties have agreed that Nineteen Thousand
6 Dollars (\$19,000) of the Maximum Settlement Amount will be allocated to the resolution
7 of any PAGA Group Members' claims arising under PAGA (i.e., the PAGA Settlement
8 Amount).

9 26. "Maximum Settlement Amount" means the maximum settlement amount of
10 One Hundred Ninety Thousand Dollars and Zero Cents (\$190,000.00) to be paid by
11 Defendant in full satisfaction of all claims arising from the Action and PAGA Action,
12 which includes all Individual Settlement Payments to Participating Class Members, the
13 Class Representative Enhancement Payments, Settlement Administration Costs to the
14 Settlement Administrator, the PAGA Settlement Amount, the Attorneys' Fees and Costs
15 to Class Counsel, and the employer's share of payroll taxes for the portion of the Net
16 Settlement Amount allocated to wages. This Maximum Settlement Amount has been
17 agreed to by Plaintiff and Defendant based on the aggregation of the agreed-upon
18 settlement value of the claims alleged. In no event will Defendant be liable for more than
19 the Maximum Settlement Amount except as otherwise explicitly set forth herein. The
20 Maximum Settlement Amount is non-reversionary.

21 27. "Net Settlement Amount" means the portion of the Maximum Settlement
22 Amount remaining after deduction of the approved Class Representative Enhancement
23 Payments, Settlement Administration Costs, PAGA Settlement Amount, Attorneys' Fees
24 and Costs, and the employer's share of payroll taxes for the portion of the Net Settlement
25 Amount allocated to wages. The Net Settlement Amount will be distributed to
26 Participating Class Members.

27 28. "Net PAGA Settlement Amount" means the Twenty-Five Percent (25%), or
28 Four Thousand Seven Hundred and Fifty Dollars (\$4,750), of the PAGA Settlement

1 Amount which will be distributed to PAGA Group Members.

2 29. "Notice of Objection" means a Class Member's valid and timely written
3 objection to the Settlement Agreement. For the Notice of Objection to be valid, it must
4 include: (a) the objector's full name, signature, address, telephone number, and the last
5 four digits of the objector's social security number, (b) the dates the objector was
6 employed by Defendant in California, (c) a written statement of all grounds for the
7 objection accompanied by any legal support for such objection, and (d) copies of any
8 papers, briefs, or other documents upon which the objection is based.

9 30. "Notice Packet" or "Notice" means the Notice of Class Action Settlement,
10 substantially in the form attached as **Exhibit A**.

11 31. "PAGA Action" means *Chris Bonsangue, on behalf of himself and all other*
12 *current and former aggrieved California-based hourly non-exempt drivers, v. Ferrellgas,*
13 *Inc., et al.*, Case Number 21STCV06688.

14 32. "PAGA Group Members" means all Class Members who were employed by
15 Defendant during the period from September 29, 2019 through November 1, 2021.

16 33. "Parties" means Plaintiff and Defendant collectively.

17 34. "Participating Class Members" means all Class Members who do not submit
18 valid Requests for Exclusion.

19 35. "Plaintiff" means Plaintiff Chris Bonsangue in the Class Action and PAGA
20 Action.

21 36. "Preliminary Approval" means the Court order granting preliminary
22 approval of the Settlement Agreement.

23 37. "Released Claims" includes all claims under state, federal or local law,
24 whether statutory, common law or administrative law arising out of or related to all claims
25 and allegations made or which could have been made in the Class Action and/or PAGA
26 Action from October 2, 2016 through November 1, 2021, including, but not limited to,
27 allegations of alleged: meal period violations; rest period violations; failure to pay wages;
28 wage statement violations; waiting time penalties; civil penalties, including penalties

1 under the California Private Attorneys General Act of 2004 (“PAGA”); violations of
2 Business and Professions Code section 17200. Plaintiff and Class Counsel acknowledge
3 and agree that Plaintiff and Participating Class Members may not separately seek
4 recovery under any claims for the same alleged unpaid wages, including but not limited
5 to alleged unpaid overtime wages, being released pursuant to this Agreement, and that
6 Plaintiff and Participating Class Members may not recover twice for the same alleged
7 unpaid wages, including alleged unpaid overtime wages, or any portion thereof. *See e.g.,*
8 *Maravilla v. Rosas Bros. Constr.* (N.D. Cal.2019) 401 F.Supp.3d 886, fn. 11; *Duarte v.*
9 *Mzr Inc.* (2010 N.D.Cal.) 2010 U.S.Dist.LEXIS 159333, fn. 10.

10 38. “Released Parties” means: (i) Defendant; (ii) each of Defendant’s past,
11 present and future parents, subsidiaries, divisions, concepts, related and affiliate
12 companies including, without limitation, any corporation, limited liability company,
13 partnership, trust, foundation, and non-profit entity which controls, is controlled by, or is
14 under common control with Defendant; (iii) the past, present and future shareholders,
15 directors, officers, agents, employees, attorneys, insurers, members, partners, managers,
16 contractors, agents, consultants, representatives, administrators, payroll service
17 providers, fiduciaries, benefit plans, transferees, predecessors, successors, and assigns of
18 any of the foregoing; and (iv) any individual or entity which could be jointly liable with
19 any of the foregoing.

20 39. “Request for Exclusion” means a timely letter submitted by a Class Member
21 indicating a request to be excluded from the settlement. The Request for Exclusion must:
22 (a) be signed by the Class Member; (b) contain the name, address, telephone number, and
23 the last four digits of the Social Security Number of the Class Member requesting
24 exclusion; (c) clearly state that the Class Member received the Notice, does not wish to
25 participate in the settlement, and wants to be excluded from the settlement; (d) be returned
26 by first class mail or equivalent to the Settlement Administrator at the specified address;
27 and, (e) be postmarked on or before the Response Deadline. The date of the postmark on
28 the return mailing envelope will be the exclusive means to determine whether a Request

1 for Exclusion has been timely submitted. A Class Member who does not request
2 exclusion from the settlement will be deemed a Participating Class Member and will be
3 bound by all terms of the settlement, if the settlement is granted final approval by the
4 Court. The Parties agree that there is no right for any Class Member to opt out or
5 otherwise exclude himself or herself from the settlement of the PAGA claims alleged in
6 the PAGA Action.

7 40. "Response Deadline" means the deadline by which Class Members must
8 postmark to the Settlement Administrator valid Requests for Exclusion, or file and serve
9 objections to the settlement. The Response Deadline will be forty-five (45) calendar days
10 from the initial mailing of the Notice Packet by the Settlement Administrator, unless the
11 45th day falls on a Sunday or federal holiday, in which case the Response Deadline will
12 be extended to the next day on which the U.S. Postal Service is open. The Response
13 Deadline will be extended fifteen (15) calendar days for any Class Member who is re-
14 mailed a Notice Packet by the Settlement Administrator, unless the 15th day falls on a
15 Sunday or federal holiday, in which case the Response Deadline will be extended to the
16 next day on which the U.S. Postal Service is open. The Response Deadline may also be
17 extended by express agreement between Class Counsel and Defendant. Under no
18 circumstances, however, will the Settlement Administrator have the authority to extend
19 the deadline for Class Members to submit a Request for Exclusion or objection to the
20 settlement.

21 41. "Settlement Administrator" means Simpluris or any other third-party class
22 action settlement administrator agreed to by the Parties and approved by the Court for
23 purposes of administering this settlement. The Parties each represent that they do not
24 have any financial interest in the Settlement Administrator or otherwise have a
25 relationship with the Settlement Administrator that could create a conflict of interest.

26 42. "Settlement Administration Costs" means the costs payable from the
27 Maximum Settlement Amount to the Settlement Administrator for administering this
28 Settlement, including, but not limited to, printing, distributing, and tracking documents

for this Settlement, calculating estimated amounts per Class Member, tax reporting, distributing the appropriate settlement amounts, and providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement, and as requested by the Parties. The Settlement Administration Costs will be paid from the Maximum Settlement Amount, including, if necessary, any such costs in excess of the amount represented by the Settlement Administrator as being the maximum costs necessary to administer the settlement. The Settlement Administration Costs are currently estimated to be Seven Thousand Five Hundred Dollars (\$7,500). To the extent actual Settlement Administrations Costs are greater than \$7,500, such excess amount will be deducted from the Maximum Settlement Amount.

43. "Workweeks" means the number of weeks of employment for each Class Member as a non-exempt driver during the Class Period. Workweeks are determined by calculating the number of days each Class Member was employed as a non-exempt driver during the Class Period, dividing by seven (7), and rounding up to the nearest whole number.

CLASS CERTIFICATION

44. Solely for purposes of settling the Action, and not for purposes of class certification should the matter not be settled or for any other reason, the Parties stipulate and agree that the requisites for establishing class certification with respect to the Settlement Class have been met and are met. More specifically, the Parties stipulate and agree for purposes of this settlement only that:

(a) The Settlement Class is ascertainable and so numerous as to make it impracticable to join all Class Members;

(b) There are common questions of law and fact including, but not limited to, the following:

i. Whether Defendant violated Labor Code sections 1194 and 1197 by not paying wages at the minimum wage rate for all time that the Minimum Wage Class Members were subject to Defendant's control;

1 ii. Whether Defendant violated Labor Code sections 512 and 26.7,
2 as well as the applicable Wage Order, by employing the Meal Period Class members
3 without providing all compliant and/or required meal periods and/or paying meal period
4 premium wages;

5 iii. Whether Defendant violated Labor Code section 226.7 by
6 employing the Rest Period Class Members without providing all compliance and/or require
7 rest periods and/or paying rest period premium wages;

8 iv. Whether Defendant failed to provide the Wage Statement Class
9 Members with accurate itemized wage statements at the time they received their itemized
10 statements;

11 v. Whether Defendant failed to provide the Waiting Time Class
12 Members with all of their earned wages upon separation of employment within the
13 statutory time period;

14 vi. Whether Defendant committed unlawful business acts or
15 practices within the meaning of Business and Professions Code sections 17200 *et seq.*;

16 vii. Whether Class Members are entitled to unpaid wages, penalties,
17 and other relief pursuant to their claims;

18 viii. Whether, as a consequence of Defendant's alleged unlawful
19 conduct, the Class Members are entitled to restitution and/or equitable relief; and

20 ix. Whether Defendant's affirmative defenses raise any common
21 issues of law or fact as to Plaintiff and as to Class Members as a whole.

22 Should this Settlement not be approved or be terminated, these stipulations shall be null
23 and void and shall not be admissible, in this or any other action, for any purpose
24 whatsoever.

25 45. The Class Representative's claims are typical of the claims of the members
26 of the Settlement Class; should this Settlement not be approved or be terminated, this
27 stipulation shall be null and void and shall not be admissible, in this or any other action,
28 for any purpose whatsoever.

46. The Class Representative and Class Counsel will fairly and adequately protect the interests of the Settlement Class; should this Settlement not be approved or be terminated, this stipulation shall be null and void and shall not be admissible, in this or any other action, for any purpose whatsoever.

47. The prosecution of separate actions by individual members of the Settlement Class would create the risk of inconsistent or varying adjudications, which would establish incompatible standards of conduct; should this Settlement not be approved or be terminated, this stipulation shall be null and void and shall not be admissible, in this or any other action, for any purpose whatsoever.

48. With respect to the Settlement Class, the Class Representative believe that questions of law and fact common to the members of the Settlement Class predominate over any questions affecting any individual member in such Class, and a class action is superior to other available means for the fair and efficient adjudication of the controversy; should this Settlement not be approved or be terminated, this stipulation shall be null and void and shall not be admissible, in this or any other action, for any purpose whatsoever.

TERMS OF AGREEMENT

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

49. Funding of the Maximum Settlement Amount. Within fourteen (14) calendar days after the Effective Date, the Settlement Administrator will provide the Parties with an accounting of the amounts to be paid by Defendant pursuant to the terms of the Settlement. Within twenty-one (21) calendar days after the Settlement Administrator provides the Parties with the accounting of amounts to be paid, Defendant will make a one-time deposit of One Hundred Ninety Thousand Dollars and Zero Cents (\$190,000.00) for payment of all Court approved amounts from the Maximum Settlement Amount into a Qualified Settlement Account to be established by the Settlement Administrator. Within fourteen (14) business days of the funding of the Settlement, the Settlement Administrator will issue payments to (a) Participating Class Members; (b) the

1 Labor and Workforce Development Agency; (c) Plaintiff; (d) PAGA Group Members;
2 (e) Class Counsel. The Settlement Administrator will also issue a payment to itself for
3 Court-approved services performed in connection with the settlement.

4 50. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any
5 application or motion by Class Counsel for Attorneys' Fees and Costs of Twenty-Five
6 Percent (25%) of the Maximum Settlement Amount, or up to Forty-Seven Thousand Five
7 Hundred Dollars (\$47,500), plus the reimbursement of actual costs and expenses
8 associated with Class Counsel's litigation and settlement of the Action and PAGA Action
9 per Class Counsel's cost records up to Ten Thousand Dollars (\$10,000), both of which
10 will be paid from the Maximum Settlement Amount. In the event that the escalator clause
11 is triggered, and the Maximum Settlement Amount is increased after the Parties'
12 negotiations, Plaintiff shall have at its discretion the option to request attorneys' fees in
13 the amount of 25% of the increased Maximum Settlement Amount, if any. Should the
14 Court award less than the requested amount of attorneys' fees and/or costs, any such
15 reduction shall revert to the Net Settlement Amount to be distributed to Participating
16 Class Members in accordance with the terms of the Settlement Agreement.

17 51. Class Representative Enhancement Payment. In recognition of Plaintiff's
18 effort and work in prosecuting the Action and PAGA Action on behalf of Class Members
19 and negotiating the Settlement, Defendant agrees not to oppose or impede any application
20 or motion for a Class Representative Enhancement Payment of up to Five Thousand
21 Dollars (\$5,000) to the Class Representative, subject to the Court's approval. The Class
22 Representative Enhancement Payment, which will be paid from the Maximum Settlement
23 Amount, will be in addition to Plaintiff's Individual Settlement Payment and Individual
24 PAGA Settlement Payment paid pursuant to the Settlement. The Settlement
25 Administrator will issue an IRS Form 1099 for the enhancement payment to the Class
26 Representative, and the Class Representative shall be solely and legally responsible for
27 correctly characterizing this compensation for tax purposes and for paying any taxes on
28 the amount received. The Class Representative agrees to indemnify and hold Defendant

harmless from any claim or liability for taxes, penalties, or interest arising as a result of the Class Representative Enhancement Payment. Should the Court reduce the Class Representative Enhancement Payment, any such reduction shall revert to the Net Settlement distributed to Participating Class Members.

52. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Maximum Settlement Amount, which is currently estimated to be Seven Thousand Five Hundred Dollars (\$7,500). These costs, which will be paid from the Maximum Settlement Amount, will include, *inter alia*, the required tax reporting on the Individual Settlement Payments, the issuing of 1099 IRS Forms, distributing the Notice Packet, calculating and distributing the Maximum Settlement Amount and Attorneys' Fees and Costs, and providing necessary reports and declarations.

53. Labor and Workforce Development Agency Payment. Subject to Court approval, the Parties agree that the amount of Nineteen Thousand Dollars (\$19,000.00) of the Maximum Settlement Amount will be designated for satisfaction of Plaintiff's and Class Members' PAGA claims (i.e., the PAGA Settlement Amount). Pursuant to PAGA, Seventy-Five Percent (75%), or Fourteen Thousand Two Hundred and Fifty Dollars (\$14,250), of the PAGA Settlement Amount will be paid to the California Labor and Workforce Development Agency, and Twenty-Five Percent (25%), or Four Thousand Seven Hundred and Fifty Dollars (\$4,750), of the PAGA Settlement Amount will be distributed based on each PAGA Group Member's number of pay periods worked in comparison to the pay periods worked by all PAGA Group Members during the period from September 29, 2019 through November 1, 2021. Each PAGA Group Member will receive an Individual PAGA Settlement Payment regardless of whether they exclude themselves from the class settlement and release. PAGA Group Members will release the Released Claims as they relate to civil penalties pursuant to PAGA.

54. Net Settlement Amount. The Net Settlement Amount will be used to satisfy Individual Settlement Payments to Participating Class Members from the Settlement

1 Class in accordance with the terms of this Agreement.

2 55. Acknowledgement of Potential Administration Cost Increases. The Parties
3 hereby acknowledge that Settlement Administration Costs may increase above the current
4 estimate of \$7,500 and that any such additional Settlement Administration Costs will be
5 taken out of the Maximum Settlement Amount. Any portion of the estimated or
6 designated Settlement Administration Costs which are not in fact required to fulfill the
7 total Settlement Administration Costs will become part of the Net Settlement Amount.

8 56. Individual Settlement Payment Calculations. Individual Settlement
9 Payments will be calculated and apportioned from the Net Settlement Amount based on
10 the Workweeks a Participating Class Member worked during the Class Period. Specific
11 calculations of Individual Settlement Payments will be made as follows:

12 a. The Settlement Administrator will calculate the number of
13 Workweeks per Participating Class Member during the Class Period based on records in
14 Defendant's possession, custody or control. Defendant's Workweek data will be
15 presumed to be correct, unless a particular Class Member proves otherwise to the
16 Settlement Administrator by credible written evidence. All Workweek disputes will be
17 resolved and decided by the Settlement Administrator in consultation with Class Counsel
18 and counsel for Defendant. The Settlement Administrator's decision on all Workweek
19 disputes will be final and non-appealable.

20 b. The Settlement Administrator will calculate the total number of
21 Workweeks for each individual Class Member ("Individual Workweeks"). The
22 Settlement Administrator will calculate the total number of Workweeks for all Class
23 Members during the Class Period ("Class Workweeks").

24 c. To determine each Class Member's "Individual Settlement Payment"
25 the Settlement Administrator will use the following formula: Individual Settlement
26 Payment = (Net Settlement Amount ÷ Class Workweeks) x Individual Workweeks for
27 each individual Participating Class Member.

28 d. The Net PAGA Settlement Amount will be distributed to PAGA

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Group Members based on the number of pay periods each of them worked during the period from September 29, 2019 through November 1, 2021 (“Individual PAGA Pay Periods”) compared to the total number of pay periods worked by all PAGA Group Members during the period from September 29, 2019 through November 1, 2021 (“Total PAGA Pay Periods”). To determine each PAGA Group Member’s Individual PAGA Settlement Payment, the Settlement Administrator will use the following formula: Individual PAGA Settlement Payment = Net PAGA Settlement Amount ÷ Total PAGA Pay Periods) x Individual PAGA Pay Periods.

57. Settlement Awards Do Not Trigger Additional Benefits. All settlement awards to Class Members shall be deemed to be paid to such Class Members solely in the year in which such payments actually are received by the Class Members. It is expressly understood and agreed that the receipt of such individual settlement awards will not entitle any Class Member to additional compensation or benefits under any company bonus, commission or other compensation or benefit plan or agreement in place during the period covered by the Settlement, nor will it entitle any Class Member to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits. It is the intent of this Settlement that the individual settlement awards provided for in this Settlement are the sole payments to be made by Defendant to the Class Members, and that the Class Members are not entitled to any new or additional compensation or benefits as a result of having received the individual settlement awards (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Settlement).

58. Settlement Administration Process. The Parties agree to cooperate in the administration of the settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement.

59. Delivery of the Class List. Within thirty (30) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator.

60. Notice by First-Class U.S. Mail. Within forty-five (45) calendar days of

1 Preliminary Approval, the Settlement Administrator will mail a Notice Packet to all Class
2 Members via regular First-Class U.S. Mail, using the most current, known mailing
3 addresses identified in the Class List.

4 61. Confirmation of Contact Information in the Class Lists. Prior to mailing, the
5 Settlement Administrator will perform a search based on the National Change of Address
6 Database for information to update and correct for any known or identifiable address
7 changes. Any Notice Packets returned to the Settlement Administrator as non-deliverable
8 on or before the Response Deadline will be sent promptly via regular First-Class U.S.
9 Mail to the forwarding address affixed thereto and the Settlement Administrator will
10 indicate the date of such re-mailing on the Notice Packet. If no forwarding address is
11 provided, the Settlement Administrator will promptly attempt to determine the correct
12 address using a skip-trace, or other search using the name, address and/or Social Security
13 number of the Class Member involved, and will then perform a single re-mailing. Those
14 Class Members who receive a re-mailed Notice Packet, whether by skip-trace or by
15 request, will have between the later of (a) an additional fifteen (15) calendar days or (b)
16 the Response Deadline to fax or postmark a Request for Exclusion, or file and serve an
17 objection to the Settlement.

18 62. Notice Packets. All Class Members will be mailed a Notice Packet. Each
19 Notice Packet will be substantially in the form attached hereto as **Exhibit A**.

20 63. Disputed Information on Notice Packets. Class Members will have an
21 opportunity to dispute the information provided in their Notice Packets. To the extent
22 Class Members dispute the number of weeks he/she worked during the Class Period, or
23 the amount of their Individual Settlement Payment, Class Members may produce
24 evidence to the Settlement Administrator showing that such information is inaccurate.
25 Absent evidence rebutting Defendant's records, Defendant's records will be presumed
26 determinative. However, if a Class Member produces evidence to the contrary, the
27 Settlement Administrator will evaluate the evidence submitted by the Class Member in
28 consultation with Class Counsel and counsel for Defendant and will make the final

1 decision as to the Individual Settlement Payment to which the Class Member may be
2 entitled.

3 64. Request for Exclusion Procedures. Any Class Member wishing to opt-out
4 from the Settlement Agreement must sign and postmark a written Request for Exclusion
5 to the Settlement Administrator within the Response Deadline. The date of the postmark
6 on the return mailing envelope will be the exclusive means to determine whether a
7 Request for Exclusion has been timely submitted. All Requests for Exclusion will be
8 submitted to the Settlement Administrator, who will certify jointly to Class Counsel and
9 Defendant's Counsel the Requests for Exclusion that were timely submitted. Any Class
10 Member who submits a Request for Exclusion shall be prohibited from objecting to the
11 Settlement Agreement. The Parties agree that there is no right for any Class Member to
12 opt out or otherwise exclude himself or herself from the Settlement of the PAGA claims
13 in the Action.

14 65. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any
15 Class Member who does not affirmatively opt-out of the Settlement Agreement by
16 submitting a timely and valid Request for Exclusion will be bound by all of its terms,
17 including those pertaining to the Released Claims, as well as any Judgment that may be
18 entered by the Court if it grants final approval to the Settlement.

19 66. Objection Procedures. To object to the Settlement Agreement, a Class
20 Member shall file a valid Notice of Objection with the Court on or before the Response
21 Deadline. The Notice of Objection shall be signed by the Class Member and contain all
22 information required by this Settlement Agreement. The date of the filing will be deemed
23 the exclusive means for determining that the Notice of Objection is timely. At no time
24 will any of the Parties or their counsel seek to solicit or otherwise encourage Class
25 Members to object to the Settlement Agreement or appeal from the Order and Judgment.
26 Class Counsel will not represent any Class Members with respect to any such objections
27 to this Settlement. The Parties agree that there is no right for any Class Member to object
28 to the Settlement of the PAGA claims in the Action.

1 67. Certification Reports Regarding Individual Settlement Payment
2 Calculations. The Settlement Administrator will provide Defendant's counsel and Class
3 Counsel a weekly report which certifies: (a) the number of Class Members who have
4 submitted valid Requests for Exclusion; and (b) whether any Class Member has submitted
5 a challenge to any information contained in their Notice Packet. Additionally, the
6 Settlement Administrator will provide to counsel for both Parties any updated reports
7 regarding the administration of the Settlement Agreement as needed or requested.

8 68. Uncashed Settlement Checks. Any checks issued by the Settlement
9 Administrator to Participating Class Members will expire 180 calendar days from the date
10 the check was issued. Upon the expiration of 180 calendar days, uncashed settlement
11 award checks will not be re-issued, except for good cause and as mutually agreed upon
12 by the Parties in writing. All uncashed checks will be sent to the State of California
13 Unclaimed Property Fund in the name of the employee.

14 69. Certification of Completion. Upon completion of administration of the
15 Settlement, the Settlement Administrator will provide a written declaration under oath to
16 certify such completion to the Court and counsel for all Parties.

17 70. Administration Costs if Settlement Fails. If the Settlement is voided or
18 rejected by the Court, any costs incurred by the Settlement Administrator will be paid
19 equally by the Parties (half by Defendant and half by Class Counsel), unless otherwise
20 specified in this Agreement.

21 71. Treatment of Individual Settlement Payments. All Individual Settlement
22 Payments will be allocated as follows: of each Individual Settlement Payment, 15% will
23 be allocated as alleged unpaid wages, 42.5% will be allocated as alleged unpaid interest,
24 and the remaining 42.5% will be allocated as alleged unpaid civil penalties and
25 reimbursement. The 15% of each Individual Settlement Payment allocated as wages will
26 be reported on an IRS Form W-2 by the Settlement Administrator. The remaining 85%
27 of each Individual Settlement Payment allocated as interest, penalties and reimbursement
28 will be reported on an IRS Form 1099 by the Settlement Administrator. Individual PAGA

1 Settlement Payments will be designated 100% penalties and be reported on an IRS Form
2 1099.

3 72. Administration of Taxes by the Settlement Administrator. The Settlement
4 Administrator will be responsible for issuing to Plaintiff, Participating Class Members,
5 PAGA Group Members, and Class Counsel any W-2, 1099, or other tax forms as may be
6 required by law for all amounts paid pursuant to this Agreement. Within seven (7)
7 business days after the Effective Date, the Settlement Administrator will provide the
8 Parties with an accounting of the amounts to be paid by Defendant pursuant to the terms
9 of the Settlement, including the amount of the employer contribution for payroll taxes to
10 be paid from the Net Settlement Amount. The Settlement Administrator will also be
11 responsible for timely forwarding all payroll taxes and penalties to the appropriate
12 government authorities.

13 73. Tax Liability. Defendant makes no representation as to the tax treatment or
14 legal effect of the payments called for hereunder, and Plaintiff, Participating Class
15 Members, and Class Counsel are not relying on any statement, representation, or
16 calculation by Defendant or by the Settlement Administrator in this regard. Plaintiff,
17 Participating Class Members, and Class Counsel understand and agree that they will be
18 solely responsible for the payment of any taxes and penalties assessed on the payments
19 described herein and will defend, indemnify, and hold Defendant free and harmless from
20 and against any claims resulting from treatment of such payments as non-taxable
21 damages.

22 74. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR
23 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH
24 PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY,
25 AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO
26 PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR
27 DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS
28 AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH

1 COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE
2 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
3 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED);
4 (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON
5 HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR
6 ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS
7 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON
8 THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR
9 ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON
10 ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER
11 TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE
12 IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR
13 ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT
14 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR
15 ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH
16 LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
17 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE
18 OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED
19 BY THIS AGREEMENT.

20 75. No Prior Assignments. The Parties and their counsel represent, covenant,
21 and warrant that they have not directly or indirectly assigned, transferred, encumbered,
22 or purported to assign, transfer, or encumber to any person or entity any portion of any
23 liability, claim, demand, action, cause of action or right herein released and discharged.

24 76. Release of Claims by Class Members. Upon the Effective Date, Plaintiff and
25 all Participating Class Members will be deemed to have fully, finally and forever released,
26 settled, compromised, relinquished, and discharged with respect to all of the Released
27 Parties and any and all Released Claims. The Settlement Class and each member of the
28 Class who has not submitted a valid Request for Exclusion, fully releases and discharges

the Released Parties for the Released Claims for any period during the Class Period. The Parties agree that there is no right for any Class Member to opt out or otherwise exclude himself or herself from the Settlement of the PAGA claims in the Action.

77. Duties of the Parties Prior to Court Approval. The Parties shall promptly submit this Settlement Agreement to the Court in support of Plaintiff's Motion for Preliminary Approval and determination by the Court as to its fairness, adequacy, and reasonableness. Promptly upon execution of this Settlement Agreement, the Parties shall apply to the Court for the entry of an order:

a. Scheduling a fairness hearing on the question of whether the proposed settlement, including but not limited to, payment of attorneys' fees and costs, and the Class Representative's Enhancement Payment, should be finally approved as fair, reasonable and adequate as to the members of the Settlement Class;

b. Certifying the Settlement Class;

c. Approving, as to form and content, the proposed Notice;

d. Approving the manner and method for Class Members to request exclusion from the Settlement as contained herein and within the Notice;

e. Directing the mailing of the Notice, by first class mail to the Class Members; and

f. Preliminarily approving the Settlement subject only to the objections of Class Members and final review by the Court.

78. Duties of the Parties Following Preliminary Court Approval. Following preliminary approval by the Court of the Settlement provided for in this Settlement Agreement:

(a) Plaintiff will timely give notice of the settlement to the LWDA in accordance with Labor Code § 2699(1)(2); and

(b) Defendant will timely give notice of the settlement in accordance with 28 U.S.C. § 1715(b).

79. Duties of the Parties Following Final Court Approval. Following final

1 approval by the Court of the Settlement provided for in this Settlement Agreement, Class
2 Counsel for the Class will submit a proposed final order of approval and judgment:

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

5 (b) Approving Class Counsel's application for an award of attorneys' fees
6 and costs;

7 (c) Approving the Class Representative Enhancement Payment to the Class
8 Representative;

9 (d) Approving the Settlement Administration Costs of the Settlement
10 Administrator; and

11 (e) Entering judgment in this Action barring and enjoining all members of
12 the Settlement Class from prosecuting against any of the Released Parties, any individual
13 or class, collective or representative claims released herein upon satisfaction of all
14 payments and obligations hereunder.

15 80. Escalator Clause and Rescission or Renegotiation of Settlement Agreement
16 by Plaintiff. The Settlement is based in part on Defendant's representation that through
17 September 15, 2021, Class Members worked approximately 29,578 workweeks. This
18 calculation is based upon the records in Defendant's possession, custody or control
19 through June 15, 2021 and extrapolated through September 15, 2021. If it is determined
20 from the Class List that the number of workweeks has increased by more than five percent
21 (5%) during the Class Period, Plaintiff will have the option of voiding the Settlement or
22 engaging in further negotiations with Defendant.

23 81. Rescission of Settlement Agreement by Defendant. If more than ten percent
24 (10%) of Class Members opt-out of the Settlement by submitting Request for Exclusion
25 forms, Defendant may, at its option, rescind and void the Settlement and all actions taken
26 in furtherance of it will thereby be null and void. Defendant must exercise this right of
27 rescission, in writing, to Class Counsel within fourteen (14) calendar days after the
28 Settlement Administrator notifies the Parties of the total number of Requests for

1 Exclusion received by the Response Deadline. If the option to rescind is exercised,
2 Defendant shall be solely responsible for all costs of the Settlement Administrator
3 accrued to that point.

4 82. Nullification of Settlement Agreement. In the event that: (a) the Court does
5 not finally approve the Settlement as provided herein; or (b) the Settlement does not
6 become final for any other reason, then this Settlement Agreement, and any documents
7 generated to bring it into effect, will be null and void. Any order or judgment entered by
8 the Court in furtherance of this Settlement Agreement will likewise be treated as void
9 from the beginning.

10 83. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the
11 Court to request the Preliminary Approval of the Settlement Agreement, and the entry of
12 a Preliminary Approval Order for: (a) conditional certification of the Settlement Class for
13 settlement purposes only, (b) Preliminary Approval of the proposed Settlement
14 Agreement, and (c) setting a date for a Final Approval/Settlement Fairness Hearing. The
15 Preliminary Approval Order will provide for the Notice Packet to be sent to all Class
16 Members as specified herein. In conjunction with the Preliminary Approval hearing,
17 Plaintiff will submit this Settlement Agreement, which sets forth the terms of this
18 Settlement, and will include the proposed Notice Packet attached as **Exhibit A**. Class
19 Counsel will be responsible for drafting all documents necessary to obtain preliminary
20 approval. Defendant agrees not to oppose the Motion for Preliminary Approval.

21 84. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration
22 of the Response Deadline, and with the Court's permission, a Final Approval/Settlement
23 Fairness Hearing will be conducted to determine the Final Approval of the Settlement
24 Agreement along with the amounts properly payable for (a) Individual Settlement
25 Payments and Individual PAGA Settlement Payments; (b) the LWDA Payment; (c) the
26 Attorneys' Fees and Costs; (d) the Class Representative Enhancement Payment; (e) all
27 Settlement Administration Costs; and (f) the employer's share of payroll taxes for wages
28 paid in connection with the Individual Settlement Payments. The Final

1 Approval/Settlement Fairness Hearing will not be held earlier than thirty (30) calendar
2 days after the Response Deadline. Class Counsel will be responsible for drafting all
3 documents necessary to obtain final approval, including responding to any objections and
4 appeals arising therefrom. Class Counsel will also be responsible for drafting the
5 attorneys' fees and costs application to be heard at the final approval hearing.

6 85. Termination of Settlement. Subject to the obligation(s) of cooperation set
7 forth herein, either Party may terminate this Settlement if the Court declines to enter the
8 Preliminary Approval Order, the Final Approval Order or final judgment in substantially
9 the form submitted by the Parties, or the Settlement Agreement as agreed does not
10 become final because of appellate court action. The Terminating Party shall give to the
11 other Party (through its counsel) written notice of its decision to terminate no later than
12 ten (10) business days after receiving notice that one of the enumerated events has
13 occurred. Termination shall have the following effects:

14 a. The Settlement Agreement shall be terminated and shall have no force
15 or effect, and no Party shall be bound by any of its terms;

16 b. In the event the Settlement is terminated, Defendant shall have no
17 obligation to make any payments to any Party, Class Member or Class Counsel, except that
18 the Terminating Party shall pay the Settlement Administrator for services rendered up to
19 the date the Settlement Administrator is notified that the settlement has been terminated;

20 c. The Preliminary Approval Order, Final Approval Order and Judgment,
21 including any order of class certification, shall be vacated;

22 d. The Settlement Agreement and all negotiations, statements and
23 proceedings relating thereto shall be without prejudice to the rights of any of the Parties,
24 all of whom shall be restored to their respective positions in the Action prior to the
25 settlement;

26 e. Neither this Stipulated Settlement, nor any ancillary documents,
27 actions, statements or filings in furtherance of settlement (including all matters associated
28 with the mediation) shall be admissible or offered into evidence in the Action or any other

1 action for any purpose whatsoever.

2 86. Judgment and Continued Jurisdiction. Upon final approval of the Settlement
3 by the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will
4 present the Judgment pursuant to Rule 23(e) of the Federal Rules of Civil Procedure to
5 the Court for its approval. After entry of the Judgment, the Court will have continuing
6 jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of
7 the terms of the Settlement, (b) Settlement administration matters, and (c) such post-
8 Judgment matters as may be appropriate under court rules or as set forth in this
9 Agreement.

10 87. Exhibits Incorporated by Reference. The terms of this Agreement include
11 the terms set forth in any attached Exhibits, which are incorporated by this reference as
12 though fully set forth herein. Any Exhibits to this Agreement are an integral part of the
13 Settlement.

14 88. Confidentiality. The Parties and their counsel agree that they will not issue
15 any media or press releases, initiate any contact with the media or press, respond to any
16 media or press inquiry, or have any communication with the media or press about the
17 fact, amount, or terms of the Settlement. In addition, the Parties and their counsel agree
18 that they will not engage in any advertising or distribute any marketing materials relating
19 to the Settlement of this case. The Class Representative and Class Counsel will not make
20 any public disclosure of the Settlement or the Confidential Memorandum of
21 Understanding through the filing of a motion for preliminary approval by the court. Class
22 counsel will take all steps necessary to ensure the Class Representative is aware of, and
23 will instruct the Class Representative to adhere to, the restrictions set forth in this
24 paragraph. Any communication about the Settlement to Class Members prior to the
25 Court-approved mailing will be limited to a statement that a settlement has been reached
26 and the details will be communicated in a forthcoming Court-approved notice. Nothing
27 set forth herein, however, shall prohibit the parties from providing this Agreement to the
28 Court in connection with the Parties' efforts to seek the Court's approval of this

1 Settlement. Neither Plaintiff nor Class Counsel shall hold a press conference or otherwise
2 seek to affirmatively contact the media about the Settlement. Plaintiff and Class Counsel
3 agree not to disparage or otherwise take any action which could reasonably be expected
4 to adversely affect the personal or professional reputation of Defendant or the Settlement.

5 89. Other Lawsuits. To the fullest extent permissible under applicable law, and
6 solely for the purposes of this Settlement Agreement and not for any other purpose,
7 counsel for Plaintiff represents and warrants on behalf of themselves and all others acting
8 on their behalf, that they: (i) have not been retained by any other individuals with claims
9 against Defendant (other than those of which Defendant and/or its counsel have been
10 advised); (ii) are not aware of, and have not been informed of, any other plaintiff, class
11 member, or attorney who intends to bring a claim against Defendant including, but not
12 limited to, any claim based on the subject matter of the Action and/or PAGA Action; and
13 (iii) do not currently intend to bring any other claim against Defendant. Nothing in the
14 foregoing is intended to limit or restrict Plaintiff's counsel's ability to practice law, or to
15 otherwise violate California Rules of Professional Conduct, Rule 1-500. To the extent
16 any portion of this paragraph is found to violate Rule 1-500, or any other Rule of
17 Professional Conduct, such offending language will be deemed stricken and will be treated
18 as if it is of no force and effect.

19 90. Entire Agreement. This Settlement Agreement and any attached Exhibits
20 constitute the entirety of the Parties' settlement terms. No other prior or
21 contemporaneous written or oral agreements may be deemed binding on the Parties. The
22 Parties expressly recognize California Civil Code section 1625 and California Code of
23 Civil Procedure section 1856(a), which provide that a written agreement is to be
24 construed according to its terms and may not be varied or contradicted by extrinsic
25 evidence, and the Parties agree that no such extrinsic oral or written representations or
26 terms will modify, vary or contradict the terms of this Agreement.

27 91. Amendment or Modification. This Settlement Agreement may be amended
28 or modified only by a written instrument signed by the named Parties and counsel for all

1 Parties or their successors-in-interest.

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

13 93. Signatories. It is agreed that because the members of the Class are so
14 numerous, it is impossible or impractical to have each member of the Class execute this
15 Settlement Agreement. The Notice, attached hereto as **Exhibit A**, will advise all Class
16 Members of the binding nature of the release, and the release shall have the same force
17 and effect as if this Settlement Agreement were executed by each member of the Class.

18 94. Binding on Successors and Assigns. This Settlement Agreement will be
19 binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto,
20 as previously defined.

21 95. California Law Governs. All terms of this Settlement Agreement and
22 Exhibits hereto will be governed by and interpreted according to the laws of the State of
23 California.

24 96. Execution and Counterparts. This Settlement Agreement is subject only to
25 the execution of all Parties. However, the Agreement may be executed in one or more
26 counterparts. All executed counterparts and each of them, including facsimile and
27 scanned copies of the signature page, will be deemed to be one and the same instrument
28 provided that counsel for the Parties will exchange among themselves original signed

1 counterparts.

2 97. Acknowledgement that the Settlement is Fair and Reasonable. The Parties
3 believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the
4 Action and have arrived at this Settlement after arm's-length negotiations and in the
5 context of adversarial litigation, taking into account all relevant factors, present and
6 potential. The Parties further acknowledge that they are each represented by competent
7 counsel and that they have had an opportunity to consult with their counsel regarding the
8 fairness and reasonableness of this Agreement.

9 98. Invalidity of Any Provision. Before declaring any provision of this
10 Settlement Agreement invalid, the Court will first attempt to construe the provision as
11 valid to the fullest extent possible consistent with applicable precedents so as to define
12 all provisions of this Settlement Agreement valid and enforceable.

13 99. Plaintiff's Waiver of Right to Be Excluded and Object. Plaintiff agrees to
14 sign this Settlement Agreement and, by signing this Settlement Agreement, is hereby
15 bound by the terms herein. For good and valuable consideration, Plaintiff further agrees
16 that Plaintiff will not request to be excluded from the Settlement Agreement, nor object
17 to any terms herein. Any such request for exclusion or objection by Plaintiff will be void
18 and of no force or effect. Any efforts by Plaintiff to circumvent the terms of this
19 paragraph will be void and of no force or effect.

20 100. Waiver of Certain Appeals. The Parties agree to waive appeals and to
21 stipulate to class certification for purposes of this Settlement only; except, however, that
22 Plaintiff or Class Counsel may appeal any reduction in the Attorneys' Fees and Costs
23 below the amount requested from the Court, and either Party may terminate this
24 Settlement or appeal any Court order which is not in substantially the form submitted by
25 the Parties.

26 101. Non-Admission of Liability. The Parties enter into this Agreement to
27 resolve the dispute that has arisen between them and to avoid the burden, expense and
28 risk of continued litigation. In entering into this Agreement, Defendant does not admit,

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

13 102. Captions. The captions and section numbers in this Agreement are inserted
14 for the reader's convenience, and in no way define, limit, construe or describe the scope
15 or intent of the provisions of this Agreement.

16 103. Waiver. No waiver of any condition or covenant contained in this
17 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be
18 considered to imply or constitute a further waiver by such party of the same or any other
19 condition, covenant, right or remedy.

20 104. Enforcement Actions. In the event that one or more of the Parties institute
21 any legal action or other proceeding against any other Party or Parties to enforce the
22 provisions of this Settlement or to declare rights and/or obligations under this Settlement,
23 the successful Party or Parties will be entitled to recover from the unsuccessful Party or
24 Parties reasonable attorneys' fees and costs, including expert witness fees incurred in
25 connection with any enforcement actions.

26 105. Mutual Preparation. The Parties have had a full opportunity to negotiate the
27 terms and conditions of this Agreement. Accordingly, this Agreement will not be
28 construed more strictly against one party than another merely by virtue of the fact that it

1 may have been prepared by counsel for one of the Parties, it being recognized that,
2 because of the arms-length negotiations between the Parties, all Parties have contributed
3 to the preparation of this Agreement.

4 106. Representation By Counsel. The Parties acknowledge that they have been
5 represented by counsel throughout all negotiations that preceded the execution of this
6 Agreement, and that this Agreement has been executed with the consent and advice of
7 counsel, and reviewed in full. Further, Plaintiff and Class Counsel warrant and represent
8 that there are no liens on the Settlement Agreement.

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

11 108. Notices. Unless otherwise specifically provided herein, all notices, demands
12 or other communications given hereunder shall be in writing and shall be deemed to have
13 been duly given as of the third business day after mailing by United States registered or
14 certified mail, return receipt requested, addressed as follows:

15 To Plaintiff and the Settlement Class:

16 Joseph Lavi
17 Vincent C. Granberry
18 Courtney M. Miller
19 LAVI & EBRAHIMIAN, LLP
8889 West Olympic Boulevard, Suite 200
Beverly Hills, CA 90211

20 To Defendant:

21 Nicky Jatana
22 Connie L. Chen
23 JACKSON LEWIS P.C.
725 South Figueroa Street, Suite 2500
24 Los Angeles, California 90017

25 109. Cooperation and Execution of Necessary Documents. All Parties will
26 cooperate in good faith and execute all documents to the extent reasonably necessary to
27 effectuate the terms of this Settlement Agreement.
28

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

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

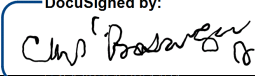
IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Settlement and Release Between Plaintiff and Defendant as of the date(s) set forth below:

SIGNATURES

READ CAREFULLY BEFORE SIGNING

Dated: April 6, 2022

PLAINTIFF: Chris Bonsangue

DocuSigned by:

 B7EE0294B061451...
 Chris Bonsangue

DEFENDANT: Ferrellgas, Inc.

Dated: _____

 Please Print Name of Authorized Signatory

LAVI & EBRAHIMIAN, LLP

DocuSigned by:

Joseph Lavi

871E0160FCF244D...

Dated: April 7, 2022

Joseph Lavi
Vincent C. Granberry
Courtney M. Miller
Attorneys for Plaintiff Chris Bonsangue

JACKSON LEWIS P.C.

Dated: _____

Nicky Jatana
Connie L. Chen
Attorneys for Defendant Ferrellgas, Inc. and
Ferrellgas, L.P. d/b/a Blue Rhino

4867-7349-4555, v. 1

DS
C B J R

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

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

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Settlement and Release Between Plaintiff and Defendant as of the date(s) set forth below:

SIGNATURES

READ CAREFULLY BEFORE SIGNING

PLAINTIFF: Chris Bonsangue

Dated: _____

Chris Bonsangue

DEFENDANT: Ferrellgas, Inc.

Dated: April 7, 2022


Jordan Burns
Please Print Name of Authorized Signatory

LAVI & EBRAHIMIAN, LLP

Dated: _____

Joseph Lavi
Vincent C. Granberry
Courtney M. Miller
Attorneys for Plaintiff Chris Bonsangue

JACKSON LEWIS P.C.

Dated: April 7, 2022



Nicky Jatana
Connie L. Chen
Attorneys for Defendant Ferrellgas, Inc. and
Ferrellgas, L.P. d/b/a Blue Rhino

4867-7349-4555, v. 1

Exhibit A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Chris Bonsangue v. Ferrellgas, Inc., et al.

(U.S. District Court, Central District of California Case No. 2:20-cv-11169-FMO-RAO)

You are not being sued. This is not an ad. This notice affects your rights. Please read it carefully.

You have received this Notice of Class Action Settlement because Ferrellgas, Inc. (“Ferrellgas” or “Defendant”) records show you are what is called a “Class Member,” and therefore entitled to a payment from this class action settlement (“Settlement”). Class Members are all individuals who are or previously were employed by Ferrellgas in the State of California, who worked as a non-exempt driver at any time from October 2, 2016 through November 1, 2021, with the exception of individuals who were employed by Ferrellgas in the position of Driver Bulk & Cylinder, Driver I Cylinder A, Driver I Bulk & Cylinder B, Driver Tank Exchange, and/or Driver II Transport A only, and at no time on or after September 15, 2019, whose claims were released pursuant to the settlement in *Price v. Ferrellgas, Inc.*, Southern District of California Case No. 37-2018-00022075-CU-OE-CTL.

On [date of preliminary approval], Honorable Fernando M. Olguin, U.S. District Court Judge for the Central District of California, granted preliminary approval of this class action Settlement and ordered that all Class Members be notified of the Settlement.

Unless you choose not to participate in the Settlement (in other words, you choose to “opt out”) by following the procedures described below, you will be considered a Participating Class Member, and if the Court grants final approval of the Settlement, you will be mailed a check for your share of the Settlement fund. The Final Fairness and Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at [redacted] .m. on [redacted], in Courtroom 6D of the United States District Court for the Central District of California, located at 350 W. 1st Street, 6th Floor, Los Angeles, CA 90012. You are not required to attend the Hearing, but you are welcome to do so. You may enter an appearance through an attorney at your own expense if you desire.

What Is This Case About?

Chris Bonsangue is a former employee of Ferrellgas. He is the “Plaintiff” in this case and is suing on behalf of himself and all Class Members. Plaintiff sued Ferrellgas claiming that he and Class Members were not paid all earned wages and did not receive all required meal and rest breaks, all wages were not paid upon separation of employment, and paystubs did not contain all required information required by law. Plaintiff further alleges that as a result, Ferrellgas also engaged in unfair competition, and is liable for associated penalties under the California Labor Code and California Private Attorneys General Act of 2004 (“PAGA”).

Ferrellgas strongly denies that it has engaged in any alleged unlawful conduct. Ferrellgas asserts that it has compensated its employees properly and has provided all required meal and rest breaks.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Ferrellgas further asserts it has and had during the Class Period lawful wage and hour policies, practices and procedures. The Court has made no ruling on the merits of Plaintiff's claims.

Plaintiff entered into settlement discussions with Ferrellgas in an attempt to resolve the disputed claims in this case. On September 2, 2021, the parties negotiated a settlement on behalf of themselves and the Class Members with the assistance of a mediator. The parties' agreement has been documented in a Joint Stipulation of Class Action Settlement and Release ("Joint Stipulation"). The Court has only preliminarily approved the Joint Stipulation. The Court will decide whether to give final approval to the Settlement at the Final Fairness and Approval Hearing.

Attorneys for Plaintiff and the Class Members ("Class Counsel") are:

Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Courtney M. Miller, Esq.
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Boulevard, Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001

Class Counsel have investigated and researched the facts and circumstances underlying the issues raised in this case and the applicable law. While Class Counsel believe Plaintiff's claims in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Because of this, Class Counsel believe the proposed Settlement is fair, adequate, reasonable, and in the best interests of the Class Members.

Ferrellgas has strongly denied, and continues to deny, Plaintiff's factual and legal allegations. Ferrellgas believes this case has no merit. By agreeing to settle, Ferrellgas is not admitting liability on any of the factual or legal allegations or claims in this case or that this case can or should proceed as a class action.

Summary of the Settlement Terms

Plaintiff and Ferrellgas have agreed to settle this case on behalf of themselves and the Class Members in exchange for the Maximum Settlement Amount of \$190,000.00. The Maximum Settlement Amount includes: (1) Individual Settlement Payments to Participating Class Members, (2) a \$5,000 service payment to Plaintiff for Plaintiff's time and effort in pursuing this case; (3) Settlement Administration Costs estimated to be \$7,500; (4) a \$14,250 payment to the California Labor and Workforce Development Agency and a \$4,750 payment to be distributed equally to all Class Members who were employed by Ferrellgas during the period from September 29, 2019 through November 1, 2021 ("PAGA Group Members") (collectively, the "PAGA Settlement Amount") for settlement of the PAGA claims; (5) subject to Court approval of an application for fees and costs, an award of up to \$47,500 in attorneys' fees and up to \$10,000 in litigation costs and expenses to Class Counsel; and (6) Ferrellgas' share of payroll taxes for the portion of the Individual Settlement Payments allocated to wages. After deducting the service payment to

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Plaintiff, the Settlement Administration Costs, the payment to the California Labor and Workforce Development Agency, attorneys' fees and costs/expenses, and payroll taxes, a total of approximately \$ [REDACTED] will be available to Class Members who do not opt out of the Settlement ("Net Settlement Amount").

Plan of Distribution to Class Members

Individual Settlement Payments will be calculated and apportioned from the Net Settlement Amount based on the number of weeks a Participating Class Member worked during the Class Period ("Workweeks"). Specific calculations of Individual Settlement Payments will be made as follows:

- a. The Settlement Administrator will calculate the number of Workweeks per Participating Class Member during the Class Period. The Class Period is from October 2, 2016 through November 1, 2021. Ferrellgas' Workweek data will be presumed to be correct, unless a particular Class Member proves otherwise to the Settlement Administrator by credible written evidence. All Workweek disputes will be resolved and decided by the Settlement Administrator in consultation with Class Counsel and counsel for Defendant, and the Settlement Administrator's decision on all Workweek disputes will be final and non-appealable.
- c. The Settlement Administrator will calculate the total number of Workweeks for each individual Class Member ("Individual Workweeks"). The Settlement Administrator will calculate the total number of Workweeks for all Class Members during the Class Period ("Class Workweeks").
- d. To determine each Class Member's "Individual Settlement Payment" the Settlement Administrator will use the following formula: Individual Settlement Payment = (Net Settlement Amount ÷ Class Workweeks) x Individual Workweeks for each individual Participating Class Member.

According to Ferrellgas's records, you worked [REDACTED] Workweeks during the Class Period. Accordingly, your estimated payment is approximately \$ [REDACTED].

If you believe the information provided above as to the number of your Individual Workweeks is incorrect and wish to dispute it, please contact the Settlement Administrator at [REDACTED] no later than [Response Deadline]. If you dispute the information stated above, the information Ferrellgas provided to the Settlement Administrator will control unless you are able to provide documentation that establishes otherwise. Any disputes, along with supporting documentation ("Disputes"), must be postmarked no later than [Response Deadline]. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

In addition, all PAGA Group Members will receive an Individual PAGA Settlement Payment regardless of whether or not they opt out of the Settlement in exchange for their release the claims alleged in this lawsuit under PAGA. To determine each PAGA Group Member's Individual PAGA Settlement Payment, the Settlement Administrator will use the following formula:

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Individual PAGA Settlement Payment = (Net PAGA Settlement Amount ÷ Total PAGA Pay Periods) x Individual PAGA Pay Periods.

Class Member Tax Matters

IRS Forms W-2 and 1099-MISC will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments Class Members receive under the Settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this Settlement, 15% of each Individual Settlement Payment will be allocated to alleged unpaid wages, 42.5% will be allocated as alleged unpaid interest, and the remaining 42.5% will be allocated as alleged unpaid civil penalties and reimbursement. Individual PAGA Settlement Payments will be designated 100% penalties and be reported on an IRS Form 1099. Again, please consult a tax advisor regarding the significance of how each Individual Settlement Payment is allocated between wages, penalties, and interest. This notice is not intended to provide legal or tax advice. To the extent this notice or any of its attachments is interpreted to contain or constitute advice regarding any United States or Federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code.

Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement

If want to receive your payment from the Settlement, then no further action is required on your part. You will automatically receive your Individual Settlement Payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1** and the Court grants final approval of the Settlement, you will be mailed a check for your share of the Settlement funds. In addition, you will be deemed to have released or waived the following claims (“Released Claims”):

All claims under state, federal or local law, whether statutory, common law or administrative law arising out of or related to all claims and allegations made or which could have been made in the Action from October 2, 2016 through November 1, 2021, including allegations of alleged: meal period violations; rest period violations; failure to pay wages; wage statement violations; waiting time penalties; civil penalties, including penalties under the California Private Attorneys General Act of 2004 (“PAGA”); violations of Business and Professions Code section 17200; including, but not limited to, claims for injunctive relief; punitive damages; liquidated damages, penalties of any nature; interest; fees; and costs. Participating Class Members may not separately seek recovery under any claims for the same alleged unpaid wages, including but not limited to alleged unpaid overtime wages, that are being released pursuant to the Settlement, and that you may not recover twice for the same alleged unpaid wages, including alleged unpaid overtime wages, or any portion thereof. *See e.g., Maravilla v. Rosas Bros. Constr.*

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

(N.D.Cal. 2019) 401 F.Supp.3d 886, fn. 11; *Duarte v. Mzr Inc.* (2010 N.D.Cal.) 2010 U.S.Dist.LEXIS 159333, fn. 10. (“Released Claims”)

Released Parties means:

(i) Defendant; (ii) each of Defendant’s respective past, present and future parents, subsidiaries, divisions, concepts, related and affiliate companies including, without limitation, any corporation, limited liability company, partnership, trust, foundation, and non-profit entity which controls, is controlled by, or is under common control with Defendant; (iii) the past, present and future shareholders, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, payroll service providers, fiduciaries, benefit plans, transferees, predecessors, successors, and assigns of any of the foregoing; and (iv) any individual or entity which could be jointly liable with any of the foregoing.

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the Settlement, you may exclude yourself from participating by completing and submitting the “Request for Exclusion from Class Action Settlement” form enclosed with this notice to the Settlement Administrator postmarked no later than [Response Deadline]. Your written request must expressly and clearly state:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE CHRIS BONSANGUE. V. FERRELLGAS, INC., ET AL. LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THIS LAWSUIT.”

The written request for exclusion must include your name, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail your written request for exclusion by U.S. First-Class Mail or equivalent, to the address below.

Settlement Administrator
c/o [Name]
[Address]

Telephone: 1-888-XXX-XXXX

The written request to be excluded from the Settlement must be postmarked to the Settlement Administrator not later than [Response Deadline]. If you submit a request for exclusion which is not postmarked by [Response Deadline], your request for exclusion will be rejected, and you will be included in the Settlement Class. **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.

If you choose **Option 2**, you will no longer be a Class Member. You will still receive your Individual PAGA Settlement Payment in exchange for your release of the claims alleged in this

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

lawsuit under PAGA and be bound by the judgment in this case regarding the PAGA claims, but you will not be deemed to have released any other claims due to this Settlement or bound by any other aspect of the judgment in this case.

Option 3 – *File an Objection to the Settlement*

If you wish to object to the Settlement, you should file a written objection to with the Court at:

Honorable Fernando M. Olguin
United States District Court for the Central District of California
350 W. 1st Street, Courtroom 6D
Los Angeles, CA 90012

Your objection should provide: your full name, address and telephone number, the last four digits of your Social Security Number, the dates you were employed by Ferrellgas in California, and your objections to the Settlement including each specific reason in support of each objection and any legal support for each objection together with any evidence in support of your objection. Your objection should be filed with the Court on or before [Response Deadline].

You may also appear at the Final Fairness and Approval Hearing set for _____ at _____ .m. in Courtroom 6D of the United States District Court for the Central District of California, located at 350 W. 1st Street, 6th Floor, Los Angeles, CA 90012, and discuss your objections with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the Hearing at your own expense. All objections or other correspondence must state the name and number of the case, which is *Chris Bonsangue v. Ferrellgas, Inc. et al.*, U.S. District Court, Central District of California Case No. 2:20-cv-11169-FMO-RAO.

If you choose **Option 3**, you will still be entitled to the money from the Settlement. You will remain a member of the Settlement Class, and if the Court overrules your objections and approves the Settlement, you will receive both your Individual Settlement Payment and Individual PAGA Settlement Payment and will be bound by the terms of the Settlement in the same way as Class Members who do not object, including being deemed to have released the Released Claims. You cannot both object to the settlement and exclude yourself. You must choose one option only.

Additional Information

At the Final Fairness and Approval Hearing, the Court will also decide the amounts of attorneys' fees, litigation costs, and service payment to award. Plaintiff is required to file Plaintiff's motion for an award of attorneys' fees, litigation costs, and service payment ("Fee Motion") by [date]. If you would like a copy of the Fee Motion, you may contact Class Counsel and a copy will be provided to you.

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may refer to the pleadings, the Joint Stipulation of Settlement, and other papers filed in this case, which may be inspected at the Office of the Clerk of the of the United States District Court for the Central

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

District of California, located at 350 W. 1st Street, Los Angeles, CA 90012, during regular business hours of each court day.

All questions by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Settlement Administrator or Class Counsel.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE,
FERRELLGAS, OR FERRELLGAS' ATTORNEYS WITH QUESTIONS.**

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

REQUEST FOR EXCLUSION FROM CLASS ACTION SETTLEMENT

Chris Bonsangue v. Ferrellgas, Inc., et al.
(U.S. District Court, Central District of California Case No. 2:20-cv-11169-FMO-RAO)

If you do not want to be part of the Settlement, you must complete and submit this written request to be excluded from the Settlement ("Request for Exclusion") by mail to the Settlement Administrator on or before **[Response Deadline]** at:

Bonsangue v. Ferrellgas Settlement Administrator

c/o _____

The Request for Exclusion must be postmarked to the Settlement Administrator not later than **[Response Deadline]**. If you submit a request for exclusion which is not postmarked by **[Response Deadline]**, your request for exclusion will be rejected, and you will be included in the Settlement Class and be bound by the terms of the Settlement.

If you complete and timely submit this Request for Exclusion, you will no longer be a Class Member. You will still receive your Individual PAGA Settlement Payment in exchange for your release of the claims alleged in this lawsuit under PAGA and be bound by the judgment in this case regarding the PAGA claims, but you will not receive your separate Individual Settlement Payment, be deemed to have released any other claims due to this Settlement or bound by any other aspect of the judgment in this case.

By submitting this form, you are stating: "I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE CHRIS BONSANGUE. V. FERRELLGAS, INC., ET AL. LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THIS LAWSUIT."

In order to be valid, you must provide the following information and sign below:

Full name: _____
Address: _____

City, State, Zip Code: _____

Last four digits of your social security number: _____
Your Signature: _____

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Questions? Contact the Settlement Administrator toll free at 1-*-***-******