

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

MIGUEL CATALAN, individually and on
behalf of others similarly situated,

Plaintiff,

vs.

CALIFORNIA ROADSIDE SERVICE,
LLC, a California limited liability company;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: 30-2020-01165556-CU-OE-CXC

*Assigned for all purposes to the Honorable
William D. Claster, Dept. CX104*

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

Complaint Filed: October 16, 2020
Trial: None Set

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

This Joint Stipulation of Class Action and PAGA Settlement is entered into by and between Plaintiff Miguel Catalan (“Plaintiff”), individually and on behalf of the Settlement Class and as a PAGA Representative on behalf of the State of California, on the one hand, and California Roadside Service, LLC (Defendant) on the other hand in the lawsuit entitled *Catalan v. California Roadside Service, LLC*, filed in the Orange County Superior Court, Case No. 30-2020-01165556-CU-OE-CXC. Plaintiff and Defendant shall be, at times, collectively referred to as the “Parties.” This Agreement is intended by the Parties to fully, finally and forever resolve the claims as set forth herein, based upon and subject to the terms and conditions of this Agreement.

DEFINITIONS

1. “Agreement” or “Settlement Agreement” means this Joint Stipulation of Class Action and PAGA Settlement.

2. “Action” means the court action, entitled “*Catalan v. California Roadside Service, LLC*, Case No. 30-2020-01165556-CU-OE-CXC as well as the claims asserted in Plaintiff’s correspondence of October 16, 2020 to the Labor and Workforce Development Agency seeing penalties against Defendant for violations under the California Labor Code under the Private Attorneys General Act of 2004 (hereinafter the “LWDA Letter.”).

3. “Class Counsel” means Protection Law Group, LLP. The term “Class Counsel” shall be used synonymously with the term “Plaintiff’s Counsel.”

4. “Class Counsel’s Fees and Costs” means attorneys’ fees for Class Counsel’s litigation and resolution of this Action and their expenses and costs incurred in connection with the Action, which shall be paid from the Gross Settlement Amount. Class Counsel will request attorneys’ fees not to exceed thirty-five (35%) of the Gross Settlement Amount, *i.e.* Eighty-Seven Thousand Five Hundred Dollars and Zero Cents (\$87,500.00) and the reimbursement costs and expenses associated with the litigation and settlement of the Action, not to exceed Thirty-Five Thousand Dollars (\$35,000.00), subject to the Court’s approval. Defendant has agreed not to oppose Class Counsel’s request for fees and reimbursement of costs and expenses in the amount set forth above.

1 5. “Class List” means a complete list of all Class Members that Defendant will
2 diligently and in good faith compile from their records and provide to the Settlement
3 Administrator within fourteen (14) calendar days after Preliminary Approval of this Settlement.
4 The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include
5 Class Member’s: (1) full name; (2) last known home address; (3) last known telephone number;
6 (4) social security number; (5) dates of employment (*i.e.*, hire dates, and, if applicable, re-hire
7 date(s) and/or separation date(s)); (6) total Workweeks during the Class Period; (7) total
8 Workweeks during the PAGA Period; and (8) any other information required by the Settlement
9 Administrator in order to effectuate the terms of the Settlement.

10 6. “Class” or “Class Members” means all persons currently or formerly employed by
11 Defendant as a non-exempt hourly-paid employee in the state of California at any time during the
12 Class Period.

13 7. “Class Period” means the period from October 16, 2016 to sixty (60) days after
14 acceptance of the mediator’s proposal (*i.e.*, May 31, 2022) or Preliminary Approval, whichever
15 occurs first.

16 8. “Class Representative” means Plaintiff Miguel Catalan in his capacity as
17 representative of the Class Members.

18 9. “Class Representative Enhancement Payment” means the amount that the Court
19 authorizes to be paid to Plaintiff in addition to his Individual Settlement Payments, in recognition
20 of the efforts and risks he has taken in assisting with the prosecution of the Action and in exchange
21 for a General Release of his claims as provided herein.

22 10. “Court” means the Superior Court of the State of California for the County of
23 Orange.

24 11. “Defendant” means California Roadside Services, LLC.

25 12. “Effective Date” means: the later of: (1) the date of final affirmation of the Court’s
26 signed Order and Judgment granting final approval of this Settlement (“Final Approval”) from
27 any appeal, the expiration of the time for, or the denial of, a petition to review the Final Approval,
28 or if review is granted, the date of final affirmation of the Final Approval following review

pursuant to that grant; or (2) the date of final dismissal of any appeal from the Final Approval or the final dismissal of any proceeding to review the Final Approval, provided that the Final Approval is affirmed and/or not reversed in any part; or (3) if no class members intervene but objections are filed, the expiration date of the time for the filing or noticing of any appeal from the Court's Final Approval of the Settlement, as determined under Rule 8.104(a)(3) of the California Rules of Court or (4) if no class members intervene and there are no objections, the date the Court enters the Final Approval Order and Final Judgment.

13. "Employer Taxes" means employer-funded taxes and contributions imposed on the wage portions of the Individual Settlement Payments under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, and any similar state and federal taxes and contributions required of employers, such as for unemployment insurance.

14. "Final Approval" means the date of final affirmation of the Court's signed Order and Judgment granting final approval of this Settlement.

15. "General Release" means the broader release of all claims by Plaintiff in the Action, which is in addition to Plaintiff's release of claims as a Participating Class Member.

16. "Gross Settlement Amount" means the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00) which shall be paid by Defendant into a Qualified Settlement Fund (QSF) in twenty-four (24) equal installments to commence sixty (60) days from acceptance of the mediator's proposal (*i.e.*, May 31, 2022). The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Amount will return to Defendant.

17. "Individual Settlement Payment" means the amount payable from the Net Settlement Amount to each Participating Class Member and any payment a PAGA Member is eligible to receive from the employee portion of the PAGA Payment. Individual Settlement Payments shall be paid by a Settlement Check made payable to Participating Class Members and/or PAGA Members.

18. "Net Settlement Amount" means the funds available for payments to the Class, which shall be amount remaining after the following amounts are deducted from the Gross Settlement Amount: (1) Class Counsel's fees, (2) Class Counsel's costs, (3) Settlement

Administration Costs, (4) Class Representative Enhancement Payment to Plaintiff; and (5) the
PAGA Payment to the LWDA and PAGA Members.

19. “Notice” means the Notice of Class Action Settlement in a form substantially
similar to the form attached hereto as **Exhibit A**, that will be mailed to Class Members’ last
known addresses, and which will provide Class Members with information regarding the Action
and information regarding the settlement of the Action.

20. “PAGA” means the California Labor Code Private Attorneys General Act of 2004
(Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”).

21. “PAGA Payment” means the payment to the State of California Labor and
Workforce Development Agency (“LWDA”) for its seventy-five percent (75%) share of the total
amount allocated toward penalties under the PAGA and payments to the PAGA Members of their
(25%) share of the total amount allocated toward penalties under the PAGA, all of which are to
be paid from the Gross Settlement Amount. The Parties have agreed that Twenty Thousand
Dollars (\$20,000.00) of the Gross Settlement Amount will be allocated toward penalties under
the PAGA of which Fifteen Thousand Dollars and Zero Cents (\$15,000.00) will be paid to the
LWDA and Five Thousand Dollars and Zero Cents (\$5,000.00) will be distributed to PAGA
Members on a *pro rata* basis based on Workweeks worked by the PAGA Members within the
PAGA Period. PAGA Members will receive payment from the employee portion of the PAGA
Payment regardless of their decision to participate in the class action if the PAGA Payment is
approved by the Court.

22. “PAGA Period” means the period from October 16, 2019 to sixty (60) days after
acceptance of the mediator’s proposal (*i.e.*, May 31, 2022) or Preliminary Approval, whichever
occurs first.

23. “PAGA Members” means Class Members who were employed by Defendant
during the PAGA Period.

24. “Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean
either Plaintiff or Defendant, individually.

25. “Participating Class Members” means all Class Members who do not submit valid

1 and timely Requests for Exclusion.

2 26. “Plaintiff” means Miguel Catalan.

3 27. “Preliminary Approval” means the Court order granting preliminary approval of
4 the Settlement Agreement.

5 28. “Objection” means a Class Member’s valid and timely written objection to the
6 Settlement Agreement. For a written Objection to be valid, it must be submitted by the Response
7 Deadline and include: (a) the objector’s full name, signature, address, telephone number, the
8 approximate dates of employment at Defendant in California, last four digits of the Class
9 Member’s social security number or employee ID number; (b) the case name and number; and
10 (c) a written statement of all grounds for the objection accompanied by legal support, if any, for
11 such objection; (d) copies of any papers, briefs, or other documents upon which the objection is
12 based, if any; and (e) a statement describing whether the objector intends to appear at the Final
Approval Hearing, either in person or through counsel at the Class Member’s expense.

13 29. “Released Class Claims” means all claims, rights, demands, liabilities, and causes
14 of action alleged or that could have been alleged based on the facts asserted in the operative
15 complaint in *Catalan v. California Roadside Services, LLC*, Orange County Superior Court Case
16 No. 30-2020-01165556-CU-OE-CXC, the First Amended Complaint filed in the same action, and
17 the LWDA Letter during the Class Period including, but not limited to, the following claims: (i)
18 failure to pay all regular wages, minimum wages, overtime wages double time wages due
19 (including, but not limited to, any claims for additional wages owed due to “off the clock” work
20 or any other theory related to “rounding” of hours worked); (ii) failure to provide meal periods
21 or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu
22 thereof; (iv) failure to reimburse necessary business expenses; (v) failure to provide complete,
23 accurate wage statements; (vi) failure to pay wages timely at time of termination or resignation;
24 (vii) failure to provide timely pay wages during employment; (viii) failure to keep time
25 records; (ix) unfair business practices; (x) failure to maintain required time and payroll records,
26 (xi) failure to pay accrued vacation, and (xii) violation of Business & Professions Code 17200, *et*
27 *seq.*

1 30. “Released PAGA Claims” means any and all claims for civil penalties under the
2 California Labor Code Private Attorneys General Act of 2004 alleged or that could have been
3 alleged based on the facts asserted in the LWDA Letter, in the operative complaint in the action
4 and the First Amended Complaint in the action, including but not limited to civil penalties arising
5 from allegation regarding Defendant’s alleged violations of the California Labor Code. The
6 Released PAGA Claims also includes a release from the State of California (to the extent Plaintiff
7 is permitted to provide such a release for the State of California for the PAGA period) of all
8 PAGA claims alleged in the Action during the PAGA Period.

9 31. “Released Parties” means Defendant California Roadside Services, LLC as well
10 as its present, former and/or future, officers, directors, employees, members, shareholders, agents,
11 trustees, representatives, attorneys, insurers, reinsurers, parent companies, subsidiaries, divisions,
12 PEOs, temporary agencies, affiliates, predecessors, successors, assigns, as well as well as any
individual or entity that could be alleged to be jointly liable with Defendant.

13 32. “Request for Exclusion” means a valid and timely written statement submitted by
14 a Class Member requesting to be excluded from the Action. To be effective, the Request for
15 Exclusion must be submitted by the Response Deadline and contain (a) the Class Member’s name,
16 signature, address, telephone number, dates of employment at Defendant in California, and the
17 last four digits of the Class Member’s Social Security number and/or the Employee ID number
18 (b) the case name and number; and (c) a clear statement requesting to be excluded from the
19 settlement of the class claims similar to the following: “I wish to exclude myself from the class
20 settlement reached in the matter of *Catalan v. California Roadside Services, LLC*. I understand
21 that by excluding myself, I will not receive money from the settlement of my individual claims.”
22 To be effective, the Request for Exclusion must be post-marked by the Response Deadline and
23 received by the Settlement Administrator. The Request for Exclusion shall not be effective as to
24 the Released PAGA Claims as Class Members have no right to exclude themselves (opt-out) of
25 the PAGA component of the Settlement.

26 33. “Response Deadline” shall be forty-five (45) calendar days after the Settlement
27 Administrator mails Notice to Class Members and the last date on which Class Members may
28

1 submit Requests for Exclusion, written objections to the Settlement, or Workweek Disputes. In
2 the event the 45th day falls on a Sunday or Federal holiday, the Response Deadline will be
3 extended to the next day on which the U.S. Postal Service is open. The Response Deadline for
4 Requests for Exclusion or objections will be extended fifteen (15) calendar days for any Class
5 Member who is re-mailed a Notice by the Settlement Administrator, unless the 15th day falls on
6 a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next
7 day on which the U.S. Postal Service is open. The Response Deadline may also be extended by
8 express agreement between Class Counsel and Defendant. Under no circumstances, however, will
9 the Settlement Administrator have the authority to unilaterally extend the deadline for Class
10 Members to submit a Request for Exclusion or objection to the settlement.

11 34. "Settlement" means the disposition of the Action pursuant to this Agreement.

12 35. "Settlement Administrator" means ILYM Group, Inc. The Parties each represent
13 that they do not have any financial interest in the Settlement Administrator or otherwise have a
14 relationship with the Settlement Administrator that could create a conflict of interest.

15 36. "Settlement Administration Costs" mean the costs payable from the Gross
16 Settlement Amount to the Settlement Administrator for administering this Settlement, including,
17 but not limited to, printing, distributing, and tracking documents for this Settlement,
18 calculating/confirming the class member Workweeks from the information contained in the Class
19 List, calculating each Participating Class Member's Individual Settlement Payment, tax reporting,
20 distributing the Gross Settlement Amount, providing necessary reports and declarations, and other
21 duties and responsibilities set forth herein to process this Settlement, and as requested by the
22 Parties. Settlement Administration Costs shall not exceed Seven Thousand Five Hundred Dollars
23 (\$7,500).

24 37. "Workweek" shall mean any calendar week during which a Class Member/PAGA
25 Member was employed with Defendant during the Class Period and/or PAGA Period, based on
26 hire dates, re-hire dates and termination dates.

27 ///

28 **TERMS OF AGREEMENT**

1 38. Settlement Consideration: Defendant shall fund the Gross Settlement Amount and
2 all applicable employer-side payroll taxes following Final Approval by the Court and the
3 occurrence of the Effective Date. The following will be paid out of the Gross Settlement Amount:
4 the sum of the Individual Settlement Payments, the Class Representative Enhancement Payments,
5 Class Counsel's Fees and Costs, the PAGA Payment, and the Settlement Administration Costs,
6 as specified in this Agreement. Except for any employer-side taxes due on the Individual
7 Settlement Payments, or as a result of a potential increase in the number of Workweeks as set
8 forth below in paragraph 39, Defendant shall not be required to pay more than the Gross
9 Settlement Amount. The Gross Settlement Amount is non-reversionary; no portion of the Gross
10 Settlement Amount will revert to Defendant.

11 39. Potential Increase to the Gross Settlement Amount: Defendant represented there
12 were approximately 4,091 Workweeks within the Class Period through the date of mediation (*i.e.*,
13 March 25, 2022). Should the actual number of Workweeks increase by more than ten percent
14 (10%) (*i.e.* by more than 409 Workweeks) through the Class Period, Defendant shall, at its option,
15 either (a) increase the Gross Settlement Amount proportionally by the Workweeks in excess of
16 409 multiplied by the Workweek value (for example, if the number of Workweeks increases by
17 11% to 4,541 Workweeks, the Gross Settlement Amount will increase by 1%); or (b) cap the
18 Class Period Release as of the date that 10% of the workweeks is exceeded. Defendant may opt
19 to end the class period when 4,500 Workweeks are reached.

20 40. Funding of the Gross Settlement Amount: By May 31, 2022, Defendant will pay
21 the first of twenty-four (24) installments into a Qualified Settlement Fund (QSF) to be established
22 by the Settlement Administrator, and the last installment will be made on April 30, 2024. Within
23 seven (7) calendar days of the Settlement Administrator notifying Defendant of the amount of
24 Defendant's share of Employers Taxes, Defendant shall deposit such Employer's Taxes into a
25 QSF to be established by the Settlement Administrator. Defendant shall provide all information
26 necessary for the Settlement Administrator to calculate necessary payroll taxes including its
27 official name, 8-digit state unemployment insurance tax ID number, and other information
28 requested by the Settlement Administrator, no later than seven (7) calendar days of the Effective

1 Date.

2 41. Distribution of the Gross Settlement Amount: Within ten (10) calendar days after
3 April 30, 2024, the Settlement Administrator will issue payments for: (a) Individual Settlement
4 Payments; (b) the PAGA Payment to the Labor and Workforce Development Agency; (c) the
5 Class Representative Enhancement Payments; (d) Class Counsel's Fees and Costs and (e)
6 Settlement Administration Costs.

7 42. Attorneys' Fees and Costs: Defendant agrees not to oppose any application or
8 motion by Class Counsel for attorneys' fees of not more than Eighty-Seven Thousand Five
9 Hundred Dollars and Zero Cents (\$87,500.00) plus the reimbursement of costs and expenses
10 associated with the litigation and settlement of the Action, in an amount not to exceed Thirty-Five
11 Thousand Dollars (\$35,000.00), both of which will be paid from the Gross Settlement Amount.
12 Any portion of the requested fees or costs that is not awarded to the Class Counsel shall be
13 reallocated to the Net Settlement Amount and distributed to Participating Class Members as
14 provided in this Agreement.

15 43. Class Representative Enhancement Payment: Defendant agrees not to oppose or
16 object to any application or motion by Plaintiff for Class Representative Enhancement Payment
17 of Five Thousand Dollars (\$5,000) for Plaintiff. The Class Representative Enhancement Payment
18 is in exchange for the General Release of the Plaintiff's individual claims and for his time, effort
19 and risk in bringing and prosecuting the Action. Any portion of the requested Class
20 Representative Enhancement Payment that is not awarded to the Class Representative shall be
21 reallocated to the Net Settlement Amount and distributed to Participating Class Members as
22 provided in this Agreement.

23 44. Settlement Administration Costs: The Settlement Administrator will be paid for
24 the reasonable costs of administration of the Settlement and distribution of payments from the
25 Gross Settlement Amount as further set forth in this Agreement. Settlement Administration Costs
26 shall not exceed Seven Thousand Five Hundred Dollars (\$7,500.00).

27 45. PAGA Payment: Twenty Thousand Dollars (\$20,000.00) shall be allocated from
28 the Gross Settlement Amount for settlement of claims for civil penalties under the PAGA. The

Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Payment, or Fifteen Thousand Dollars (\$15,000.00), to the California Labor and Workforce Development Agency (“LWDA”). Five Thousand Dollars (\$5,000) will be distributed to PAGA Members on a *pro rata* basis based on the total number of Workweeks worked by each PAGA Member during the PAGA Period. PAGA Members shall receive their portion of the PAGA Payment regardless of their decision to opt-out of the class settlement.

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

Gross Settlement Amount	\$	250,000.00
Enhancement Payments:	\$	5,000.00
Class Counsel’s Fees:	\$	87,500.00
Class Counsel’s Costs:	\$	35,000.00
PAGA Payment	\$	20,000.00
Settlement Administration Costs:	\$	<u>7,500.00</u>
Estimated Net Settlement Amount	\$	95,000.00

47. Individual Settlement Payment Calculations: Individual Settlement Payments will be paid from the Net Settlement Amount that includes the 25% portion of the PAGA Payment allocated for PAGA Members and shall be paid pursuant to the formula set forth herein:

a) Calculation of Class Portion of Individual Settlement Payments: The Settlement Administrator will calculate the total Workweeks for all Participating Class Members by adding the number of Workweeks worked by each Participating Class Member during the Class Period. The respective Workweeks for each Participating Class Member will be divided by the total Workweeks for all Participating Class Members, resulting in the Payment Ratio for each Participating Class Member. Each Participating Class Member’s Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Settlement Class Member’s estimated share of the Net Settlement Amount: Participating Class Member’s Workweeks ÷ Workweeks

during Class Period) $\times$ Net Settlement Amount.

b) Calculation of PAGA Portion of Individual Settlement Payments:

The Settlement Administrator will calculate the total Workweeks for all PAGA Members by adding the number of Workweeks worked by each PAGA Member during the PAGA Period. The respective Workweeks for each PAGA Member will be divided by the total Workweeks for all PAGA Members, resulting in the Payment Ratio for each PAGA Member. Each PAGA Member's Payment Ratio will then be multiplied by the employee portion of the PAGA Payment to calculate each PAGA Member's estimated share of the PAGA Payment: PAGA Member's Workweeks $\div$ Workweeks during PAGA Period) $\times$ \$5,000.00 (the employee portion of the PAGA Payment. PAGA Members shall receive this portion of their Individual Settlement Payment regardless of whether they opt out of the participation regarding the class claims.

c) Allocation of Individual Settlement Payments: All Individual

Settlement Payments will be allocated as follows: twenty percent (20%) of each Individual Settlement Payment will be allocated as wages, forty percent (40%) shall be allocated as interest, and forty percent (40%) shall be allocated as penalties. The portion of the Individual Settlement Payment allocated to wages will be reported by the Settlement Administrator on an IRS Form W-2. The remaining non-wage payments will be reported on an IRS Form-1099 by the Settlement Administrator. Individual Settlement Payments shall be paid exclusively from the QSF, pursuant to the settlement formula set forth herein. Neither Counsel for Plaintiff nor Defendant intend anything contained in this Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended) or otherwise.

48. No Credit Toward Benefit Plans: The Individual Settlement Payments made to Participating Class Members under this Settlement, as well as any other payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not

1 affect any rights, contributions, or amounts to which any Class Members may be entitled under
2 any benefit plans.

3 49. Settlement Administration Process: The Parties agree to cooperate in the
4 administration of the Settlement and to make all reasonable efforts to control and minimize the
5 costs and expenses incurred in administration of the Settlement. The Settlement Administrator
6 will provide the following services:

- 7 a) Establish and maintain a Qualified Settlement Fund.
- 8 b) Calculate the Individual Settlement Payment each Participating Class Member is
9 eligible to receive and the portion of the PAGA Payment each PAGA Member
10 shall receive.
- 11 c) Print and mail the Notice.
- 12 d) Conduct additional address searches for mailed Notices that are returned as
13 undeliverable.
- 14 e) Process Requests for Exclusion, field inquiries from Class Members.
- 15 f) Print and issue and issue Settlement Payment Checks, prepare IRS W2 and 1099
16 Tax Forms and any other filings required by any governmental taxing authority.
- 17 g) Provide declarations and/or other information to this Court as requested by the
18 Parties and/or the Court regarding the settlement administration process.
- 19 h) Provide weekly status reports to counsel for the Parties.
- 20 i) Posting a notice of final judgment online at Settlement Administrator's website.
- 21 j) Translate the Notice from English to Spanish.

22 50. Delivery of the Class List: Within fourteen (14) calendar days of Preliminary
23 Approval, Defendant will provide the Class List to the Settlement Administrator.

24 51. Notice by First-Class U.S. Mail: Within seven (7) calendar days after receiving
25 the Class List from Defendants, the Settlement Administrator will mail the Notice to all Class
26 Members via regular First-Class U.S. Mail, using the most current, known mailing addresses
27 identified in the Class List.

28 52. Confirmation of Contact Information in the Class List: Prior to mailing, the

1 Settlement Administrator will perform a search based on the National Change of Address
2 Database for information to update and correct for any known or identifiable address changes.
3 Any Notice returned to the Settlement Administrator as non-deliverable on or before the Response
4 Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed
5 thereto and the Settlement Administrator will indicate the date of such re-mailing on the Notice.
6 If no forwarding address is provided, the Settlement Administrator will promptly attempt to
7 determine the correct address using a skip-trace, or other search using the name, address telephone
8 number and/or Social Security number of the Class Member involved and will then perform a
9 single re-mailing. If any notice sent to a Class Member by the Settlement Administrator is
10 returned as undeliverable to a current employee, then Defendant shall make all reasonable efforts
11 to obtain the current address from the Class Member and provide the same within seven (7)
12 calendar days of notice from the Settlement Administrator. Those Class Members who receive a
13 re-mailed Notice, whether by skip-trace or by request, will have between the later of (a) an
14 additional fifteen (15) calendar days or (b) the Response Deadline to postmark a Request for
15 Exclusion, or an objection to the Settlement.

16 53. Notice: All Class Members will be mailed a Notice. Each Notice will provide: (a)
17 information regarding the nature of the Action; (b) a summary of the Settlement's principal terms;
18 (c) the Class definition; (d) the total number of Workweeks each respective Class Member worked
19 for Defendant during the Settlement Class Period; (e) each Class Member's estimated Individual
20 Settlement Payment and the formula for calculating Individual Settlement Payments; (f) the dates
21 which comprise the Class Period; (g) the deadlines by which the Class Member must postmark
22 Requests for Exclusion, Objections to the Settlement, or Workweek Disputes; (h) the claims to
23 be released, as set forth herein; and (j) the date for the final approval hearing.

24 54. Disputed Information on Notice: Class Members will have an opportunity to
25 dispute the information provided in their Notice. To the extent Class Members dispute the number
26 of Workweeks with which they have been credited or the amount of their Individual Settlement
27 Payment, Class Members may produce evidence to the Settlement Administrator showing that
28 such information is inaccurate. Absent evidence rebutting Defendant's records, Defendant's

1 records will be presumed determinative. However, if a Class Member produces evidence to the
2 contrary by the Response Deadline, the Parties will evaluate the evidence submitted by the Class
3 Member and the Parties will make the final decision as to the number of eligible Workweeks that
4 should be applied and/or the Individual Settlement Payment to which the Class Member may be
5 entitled. If the Parties do not agree, the dispute will be submitted to the Court.

6 55. Defective Submissions: If a Class Member's Request for Exclusion is defective as
7 to the requirements listed herein, that Class Member will be given an opportunity to cure the
8 defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3)
9 business days of receiving the defective submission to advise the Class Member that his or her
10 submission is defective and that the defect must be cured to render the Request for Exclusion
11 valid. The Class Member will have until the later of (a) the Response Deadline or (b) fifteen (15)
12 calendar days from the date of the cure letter, whichever date is later, to postmark a revised
13 Request for Exclusion. If a Class Member responds to a cure letter by filing a defective claim,
14 then the Settlement Administrator will have no further obligation to give notice of a need to cure.
15 If the revised Request for Exclusion is not postmarked within that period, it will be deemed
16 untimely.

17 56. Request for Exclusion Procedures: Any Class Member wishing to opt-out from the
18 Action must sign and postmark a written Request for Exclusion to the Settlement Administrator
19 by the Response Deadline. The Request for Exclusion must include (a) the Class Member's name,
20 signature, address, telephone number, dates of employment at Defendant in California, and the
21 last four digits of the Class Member's Social Security number and/or the Employee ID number
22 and (b) the case name and number; and (c) a clear statement requesting to be excluded from the
23 settlement of the class claims similar to the following: "I wish to exclude myself from the class
24 settlement reached in the matter of *Catalan v. California Roadside Services, LLC* I understand
25 that by excluding myself, I will not receive money from the settlement of my individual claims."
26 The date of the postmark on the return mailing envelope receipt confirmation will be the exclusive
27 means to determine whether a Request for Exclusion has been timely submitted. To be effective,
28 the Request for Exclusion must be post-marked by the Response Deadline and received by the

1 Settlement Administrator. All Requests for Exclusion will be submitted to the Settlement
2 Administrator, who will certify jointly to Class Counsel and Defendant's Counsel the Requests
3 for Exclusion that were timely submitted. All Class Members who do not request exclusion from
4 the Action will be bound by all terms of the Settlement Agreement if the Settlement is granted
5 final approval by the Court and deemed Effective under this Agreement. The Request for
6 Exclusion shall not be effective as to the release of claims arising under the Private Attorneys
7 General Act.

8 57. Defendant's Right to Rescind: If Class Members representing more than the
9 aggregate total of ten percent (10%) of the verified Workweeks elect not to participate in the
10 Settlement, Defendant may, at its election, rescind the Settlement Agreement and all actions taken
11 in furtherance of it will be thereby null and void. Defendant must give written notice to Class
12 Counsel of its intent to rescind the Agreement within fourteen (14) calendar days of the Settlement
13 Administrator notifying the Parties of these opt-outs. If Defendant exercises its right to rescind
14 the Agreement, Defendant shall be responsible for all Settlement Administration Costs incurred
15 to the date of rescission. In such a case, the Parties and any funds to be awarded under this
16 Settlement Agreement shall be returned to their respective statuses as of the date and time
17 immediately prior to the execution of this Agreement, and the Parties shall proceed in all respects
18 as if this Settlement Agreement had not been executed, except that any fees already incurred by
19 the Settlement Administrator shall be paid by Defendant.

20 58. Settlement Terms Bind All Class Members Who Do Not Opt-Out: Upon the
21 complete funding of the Gross Settlement Amount, any Class Member who does not affirmatively
22 opt-out of the Settlement by submitting a timely and valid Request for Exclusion will be bound
23 by all of its terms, including those pertaining to the Released Class Claims, as well as any
24 Judgment that may be entered by the Court if it grants final approval to the Settlement. Class
25 Members who opt-out of the Settlement shall not be bound by such Judgment or release. The
26 names of Class Members who have opted-out of the settlement shall be disclosed to the Counsel
27 for both Plaintiff and Defendants and noted in the proposed Judgment submitted to the Court.

28 59. Objection Procedures: To object to the Settlement, a Participating Class Member

1 must postmark a valid Objection to the Settlement Administrator on or before the Response
2 Deadline. The Objection must be signed by the Participating Class Member and contain all
3 information required by this Settlement Agreement including (a) the employees full name,
4 signature, address, telephone number, the approximate dates of employment at Defendant in
5 California, the last four digits of their social security number and/or Employee ID number, (b) the
6 case name and number; (c) a written statement of any legal grounds for the Participating Class
7 Members objection (d) copies of any papers, briefs, or other documents upon which the objection
8 is based, if any; and (e) a statement describing whether the objector intends to appear at the Final
9 Approval Hearing, either in person or through counsel at the Class Member's expense.. The
10 postmark date will be deemed the exclusive means for determining that the Notice of Objection
11 is timely. Participating Class Members who fail to object in the manner specified above will be
12 foreclosed from making a written objection but shall still have a right to appear at the Final
13 Approval Hearing in order to have their objections heard by the Court. At no time will any of the
14 Parties or their counsel seek to solicit or otherwise encourage Participating Class Members to
15 submit written objections to the Settlement or appeal from the Order and Judgment. Class Counsel
16 will not represent any Class Members with respect to any objections to this Settlement.

16 60. Certification Reports Regarding Individual Settlement Payment Calculations: The
17 Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report
18 which certifies: (a) the number of Class Members who have submitted valid Requests for
19 Exclusion; (b) the number of Notices returned and re-mailed and (c) whether any Class Member
20 has submitted a challenge to any information contained in the Notice. Additionally, the Settlement
21 Administrator will provide to counsel for both Parties any updated reports regarding the
22 administration of the Settlement Agreement as needed or requested.

23 61. Uncashed Settlement Checks: Any checks issued by the Settlement Administrator
24 to Participating Class Members and PAGA Members will be negotiable for at least one hundred
25 eighty (180) calendar days. If a Participating Class Member or PAGA Member does not cash his
26 or her Settlement Check or PAGA payment check within 180 days, the uncashed funds, subject
27 to Court approval, shall be distributed to the Controller of the State of California to be held
28

pursuant to the Unclaimed Property Law, California Civil Code §1500, *et. seq.* for the benefit of those Participating Class Members and PAGA Members who did not cash their checks until such time that they claim their property. The Parties agree that this disposition results in no “unpaid residue” under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out to Participating Class Members and PAGA Members, whether or not they all cash their Settlement Checks or PAGA payment checks. Therefore, Defendant will not be required to pay any interest on such amounts. The Individual Settlement Payments provided to Participating Class Members and to PAGA Members shall prominently state the expiration date or a statement that the Settlement Check will expire in one hundred eighty (180) days, or alternatively, such a statement may be made in a letter accompanying the Individual Settlement Payment. Expired Individual Settlement Payments will not be reissued, except for good cause and as mutually agreed by the Parties in writing. The parties agree no unclaimed funds will result from the settlement.

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

63. Tax Liability: Defendant makes no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiff and Participating Class Members are not relying on any statement, representation, or calculation by Defendant or by the Settlement Administrator in this regard. Plaintiff and Participating Class Members understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein. Defendant’s share of any employer payroll taxes and other required employer withholdings due on the Individual Settlement Payments, including, but not limited to, Defendant’s FICA and FUTA contributions, shall be paid separate and apart from the Gross Settlement Amount.

64. Circular 230 Disclaimer: Each Party to this Agreement (for purposes of this

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

16 65. No Prior Assignments: The Parties and their counsel represent, covenant, and
17 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported
18 to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
19 action, cause of action or right herein released and discharged.

20 66. Release by Participating Class Members: Upon the complete funding of the Gross
21 Settlement Amount and all applicable employer-side payroll taxes by Defendant, Participating
22 Class Members shall fully release and discharge the Released Parties from the Released Class
23 Claims that arose during the Class Period. This release shall be binding on all Participating Class
24 Members.

25 67. Release by the State of California and LWDA: Upon the complete funding of the
26 Gross Settlement Amount and all applicable employer-side payroll taxes by Defendant the
27 LWDA and the State of California, through Plaintiff as its agent and/or proxy, shall release and
28 discharge the Released Parties from the Released PAGA Claims that arose during the PAGA

1 Period. The Parties intend for this PAGA settlement to have claim preclusion, issue preclusion,
2 or otherwise bar a representative action if an aggrieved employee were to bring a subsequent
3 claim on behalf of the LWDA based on the same factual predicate as this action and covering the
4 same time.

5 68. Release of Additional Claims & Rights by Plaintiff: Upon the funding of the Gross
6 Settlement Amount, Plaintiff for himself and his spouse, heirs and assigns, fully and finally
7 releases the Released Parties from any and all charges, complaints, claims, liabilities, obligations,
8 promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands,
9 costs, losses, debts, penalties and expenses of any nature and description whatsoever, known or
10 unknown, suspected or unsuspected, asserted or that might have been asserted, whether in tort,
11 contract, equity, or otherwise, arising out of Plaintiff's employment with Defendant, payment of
12 wages during that employment and the cessation of that employment and/or violation of any
13 federal, state or local statute, rule, ordinance or regulation. Such claims include but are not limited
14 to any and all Released Class Claims and Released PAGA Claims and termination thereof,
15 California Civil Code, to include §§3287, 3336 and 3294; 12 CCR §11040; 8 CCR § 11060;
16 California Code of Civil Procedure §1021.5; California common law of contract; 29 CFR
17 §778.223; and 29 CFR §778.315; federal common law and, to the extent permitted by law, the
18 Employee Retirement Income Security Act, 29 U.S.C. §§1001, *et seq.* (ERISA) §778.315; and
19 federal common law. In addition, Plaintiff's General Release includes but is not limited to, all
20 claims for lost wages and benefits, emotional distress, retaliation, restitution, penalties, punitive
21 damages, and attorneys' fees and costs (except those provided by this Settlement Agreement)
22 arising under federal, state, or local laws for discrimination, harassment, retaliation, and wrongful
23 termination, such as, by way of example only, (as amended) 42 U.S.C. §1981, Title VII of the
24 Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), the Age Discrimination in
25 Employment Act (ADEA), and the California Fair Employment and Housing Act (FEHA); and
26 the law of contract and tort. This release excludes the release of claims not permitted by law.
27 Plaintiff's General Release include all claims, whether known or unknown. Even if Plaintiff
28 discovers facts in addition to or different from those he now knows or believes to be true with

1 respect to the subject matter of Plaintiff's General Release, those claims will remain released and
2 forever barred. Specifically, Plaintiff waives all rights and benefits afforded by California Civil
3 Code Section 1542, which provides:

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

10 This release specifically excludes claims for unemployment insurance, disability, social
11 security, and workers compensation (with the exception of claims arising pursuant to California
12 Labor Code Sections 132(a) and 4553)

13 69. Nullification of Settlement Agreement: In the event that: (a) the Court does not
14 enter the Preliminary Approval Order and approve the Released Claims specified herein without
15 requiring material changes to the "Basic Settlement Terms" defined as relating to the monetary
16 sums to be paid in the Settlement, the parameters of the Released Claims and the covered Class
17 Period, revisions to the Increase In Workweeks provision contained herein; and revisions to
18 Defendant' Option to Nullify the Settlement Agreement provision contained herein); (b) the Court
19 does not finally approve the Settlement without requiring material changes to the Basic Settlement
20 Terms as provided herein; (c) the Court strikes or does not approve any material term of this
21 Settlement Agreement; (d) Defendant exercises its option to nullify the Settlement Agreement
22 based on an excessive number of opt-outs, as described in the above ;or (e) the Settlement does
23 not become final as written and agreed to by the Parties for any other reason, then this Settlement
24 Agreement, and any documents generated to bring it into effect, will be null and void, all amounts
25 deposited into the QSF will be returned to Defendant, and the Parties shall be returned to their
26 original respective positions. Any order or judgment entered by the Court in furtherance of this
27 Settlement Agreement will likewise be treated as void from the beginning and the Stipulations
28 and Recitals contained herein shall be of no force or effect and shall not be treated as an admission

1 by the Parties or their counsel. Should the Court fail to approve this settlement for any reason, the
2 Parties agree that they will return to and attend mediation with a mutually agreed Mediator in an
3 effort to reach a settlement that may be approved by the Court.

4 70. Preliminary Approval Hearing: Plaintiff will obtain a hearing before the Court to
5 request Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary
6 Approval Order for: (a) conditional certification of the Settlement Class for settlement purposes
7 only, (b) Preliminary Approval of the proposed Settlement Agreement, and (c) setting a date for
8 a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for
9 the Notice to be sent to all class Members as specified herein. In conjunction with the Preliminary
10 Approval hearing, Plaintiff will submit this Agreement, which sets forth the terms of the
11 Settlement, and will include the proposed Notice attached as **Exhibit A**. Defendant agrees that
12 they will not oppose Plaintiff's motion for Preliminary Approval. Any failure by the Court to
13 fully and completely approve the Agreement as to the Action will result in this Settlement
14 Agreement and the Memorandum of Understanding entered into by the Parties, and all obligations
15 under this Settlement Agreement and the Memorandum of Understanding being nullified and
16 voided.

17 71. Final Settlement Approval Hearing and Entry of Judgment: Upon expiration of the
18 deadlines to postmark Requests for Exclusion or Objections to the Settlement Agreement, and
19 with the Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to
20 determine the Final Approval of the Settlement Agreement along with the amounts properly
21 payable for: (a) Individual Settlement Payments; (b) the Attorneys' Fees and Costs; (c) the Class
22 Representative Enhancement Payments; and (d) the Settlement Administration Costs. Class
23 Counsel will be responsible for drafting all documents necessary to obtain Final Approval and
24 will provide a draft to Defendant's counsel for review before filing. Any failure by the Court to
25 fully and completely approve the Settlement Agreement as to all of the Action, or the entry of any
26 Order by another Court with regard to any of the Action which has the effect of modifying
27 material terms of this Agreement as described above or preventing the full and complete approval
28 of the Settlement Agreement as written and agreed to by the Parties, will result in this Agreement

1 and all obligations under this Agreement being null and void. Defendant agrees it shall not oppose
2 the granting of the Motion for Final Approval, provided Defendant has not exercised its right to
3 rescind pursuant to the terms of this Agreement.

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

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

14 74. Entire Agreement: This Settlement Agreement and any attached Exhibits
15 constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written
16 or oral agreements in relation to settlement terms may be deemed binding on the Parties.

17 75. Amendment or Modification: This Settlement Agreement may be amended or
18 modified only by a written instrument signed by counsel for all Parties or their successors-in-
19 interest.

20 76. Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant
21 and represent they are expressly authorized by the Parties whom they represent to negotiate this
22 Settlement Agreement and to take all appropriate action required or permitted to be taken by such
23 Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other
24 documents required to effectuate the terms of this Settlement Agreement. The Parties and their
25 counsel will cooperate with each other and use their best efforts to affect the implementation of
26 the Settlement. If the Parties are unable to reach agreement on the form or content of any
27 document needed to implement the Settlement, or on any supplemental provisions that may
28 become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance

of the Court or Mediator to resolve such disagreement.

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

78. California Law Governs: All terms of this Settlement Agreement and Exhibits hereto will be governed by and interpreted according to the laws of the State of California.

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

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

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

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

83. Class Action Certification for Settlement Purposes Only: The Parties agree to stipulate to class action certification only for purposes of the Settlement. If, for any reason, the Settlement is not approved, the stipulation to certification will be void. The Parties further agree

1 that certification for purposes of the Settlement is not an admission that class action certification
2 is proper under the standards applied to contested certification motions and that this Agreement
3 will not be admissible in this or any other proceeding as evidence that either: (a) a class action
4 should be certified or (b) Defendant is liable to Plaintiff or any Class Member, other than
5 according to the Settlement's terms.

6 84. Non-Admission of Liability: The Parties enter into this Agreement to resolve the
7 dispute that has arisen between them and to avoid the burden, expense and risk of continued
8 litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, it
9 has violated any federal, state, or local law; violated any regulations or guidelines promulgated
10 pursuant to any statute or any other applicable laws, regulations or legal requirements; breached
11 any contract; violated or breached any duty; engaged in any misrepresentation or deception; or
12 engaged in any other unlawful conduct with respect to their employees. Neither this Agreement,
13 nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed
14 as an admission or concession by Defendant of any such violations or failures to comply with any
15 applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this
16 Agreement and its terms and provisions shall not be offered or received as evidence in any action
17 or proceeding to establish any liability or admission on the part of Defendant or to establish the
18 existence of any condition constituting a violation of, or a non-compliance with, federal, state,
19 local or other applicable law. Except as set forth elsewhere herein, in the event that this Agreement
20 is not approved by the Court, or any appellate court, is terminated, or otherwise fails to be
21 enforceable, Plaintiff will not be deemed to have waived, limited or affected in any way any
22 claims, rights or remedies, or defenses in the Action, and Defendant will not be deemed to have
23 waived, limited, or affected in any way any of its objections or defenses in the Action. The Parties
24 shall be restored to their respective positions in the Action prior to the entry of this Settlement.

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

28 86. Waiver: No waiver of any condition or covenant contained in this Settlement

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

4 87. Enforcement Action: In the event that one or more of the Parties institutes any
5 legal action or other proceeding against any other Party or Parties to enforce the provisions of this
6 Settlement or to declare rights and/or obligations under this Settlement, the successful Party or
7 Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys'
8 fees and costs, including expert witness fees incurred in connection with any enforcement actions.

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

14 89. Representation By Counsel: The Parties acknowledge that they have been
15 represented by counsel throughout all negotiations that preceded the execution of this Agreement,
16 and that this Agreement has been executed with the consent and advice of counsel and reviewed
17 in full. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the
18 Agreement.

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

21 91. Cooperation and Execution of Necessary Documents: The Parties agree to
22 cooperate to promote participation in the Settlement, and in seeking court approval of the
23 Settlement. The Parties and their counsel agree not to take any action to encourage any Class
24 Members to opt out of and/or object to the Settlement. Defendant agrees not to obtain any
25 settlement agreement waivers, or Pick Up Stix agreements from any Class Member prior to the
26 funding of the Gross Settlement Amount concerning claims released via this Agreement, or enter
27 into any arbitration agreement with any Class Member that covers the claims released via this
28 Agreement during the Settlement approval process prior to the funding of the Gross Settlement

Amount and that the Parties will work in good faith to reach an agreement approved by the Court.

92. Confidentiality: The Parties and their counsel agree to keep the terms of the Settlement confidential until the filing of Plaintiff's Motion for Preliminary Approval. Plaintiff, Class Counsel, Defendant and its counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry or have any communication with the press about the fact, amount or terms of the Settlement Agreement. Nothing in this Settlement Agreement shall limit Defendant's ability to fulfill disclosure obligations reasonably required by law or in furtherance of business purposes, including the fulfillment of obligations stated in this Settlement Agreement or limit Class Counsel's communications with the Class Members in furtherance of approval of this Settlement.

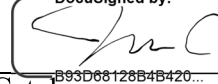
93. Binding Agreement: The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding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

Dated: 4/28/2022

PLAINTIFF

By:

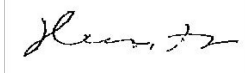
Miguel Catalan

DocuSigned by:

B93D68128B4B420...

Dated: 4/28/2022

PROTECTION LAW GROUP, LLP

By:


Heather Davis, Esq.
Carlos Jimenez, Esq.
Attorneys for Plaintiff

1 Dated: 04/25/2022

DEFENDANT

CALIFORNIA ROADSIDE SERVICES, LLC

By: 

Name: Sam Rahimian

Title: President

8 Dated: 4/27/22

MIRHOSSEINI LAW GROUP, APC

By: Ali R. Mirhosseini

Ali Mirhosseini

Attorneys for Defendant

Exhibit “A”

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Catalan v. California Roadside Services, LLC

Orange County Superior Court, Case No. 30-2020-01165556-CU-OE-CXC

**THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.
PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.**

To:	All persons currently or formerly employed by California Roadside Services, LLC as a non-exempt hourly-paid employee in the state of California at any time between October 16, 2016 and May 31, 2022.
------------	---

BASIC INFORMATION

1. What is this settlement about?

Plaintiff Miguel Catalan (Plaintiff), filed a class action lawsuit against California Roadside Services, LLC (“Defendant”), entitled *Catalan v. California Roadside Services, LLC*, Orange County Superior Court Case No. 30-2020-01165556-CU-OE-CXC, was filed as a class action on October 16, 2020. The lawsuit claims that Defendant violated sections of the California Labor Code and California Business and Professions Code. Specifically, Plaintiff alleges that Defendant failed to provide compliant meal and rest periods or pay meal and rest break premiums, did not properly pay employees overtime or pay minimum wages for all time worked, did not provide accurate wage statements, did not timely pay all wages during employment and all wages owed at termination of employment, failed to reimburse employees for necessary business expenses, failed to keep accurate records, and maintained unfair business practices. The settlement also seeks to recover penalties pursuant to the California Private Attorneys General Act (“PAGA”). Defendant denies all alleged violations and deny that they owe Class Members any remedies. The Court has not made a ruling on the merits of the case.

2. Why is this a class action?

In a class action, one or more people called Class Representatives (in this case Plaintiff Catalan), sue on behalf of people who appear to have similar claims. All these people are referred to here as Class Members. One court resolves the issues for all Class Members in one lawsuit, except for those who exclude themselves from the Class. The Orange County Superior Court (the “Court”) is in charge of the Action.

3. Why is there a settlement?

The Court has not decided in favor of the Plaintiff or Defendant. Instead, both sides agreed to a settlement which is memorialized in the Joint Stipulation of Class Action and PAGA Settlement (“Settlement Agreement” or “Settlement”).

On [DATE] the Court granted preliminary approval of the Settlement, appointed Plaintiff Miguel Catalan as the Class Representative, and appointed their attorneys at Protection Law Group as counsel for the Class (“Class Counsel”).

The Class Representative and Class Counsel think the Settlement is best for the Class.

WHO IS IN THE SETTLEMENT?

4. How do I know if I am part of the settlement?

You are part of the Settlement, and a Class Member, if you were employed by Defendant as a non-exempt hourly-paid employee in the state of California at any time between October 16, 2016 and May 31, 2022.

THE SETTLEMENT BENEFITS—WHAT YOU GET

5. What does the settlement provide?

The Settlement provides that Defendant will pay a maximum of Two Hundred Fifty Thousand Dollars (\$250,000.00) (“Gross Settlement Amount”). This includes all costs and attorneys’ fees for Class Counsel as well as all applicable payroll taxes.

The “Net Settlement Amount” is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion (“Participating Class Members”). The Net Settlement Amount is the Class Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys’ Fees to Class Counsel** not to exceed thirty-five percent (35%) of the Gross Settlement Amount or Eighty-Seven Thousand Five Hundred Dollars and Zero Cents (\$87,500.00);
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00);
- C. **Service Payment to the Class Representative** in an amount not to exceed Five Thousand Dollars and Zero Cents (\$5,000.00);
- D. **Settlement Administration Costs** which are currently estimated to be Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00);
- E. **PAGA Payment to the LWDA and PAGA Members** of Twenty Thousand Dollars (\$20,000). Seventy-five percent of this amount (\$15,000) will be paid to the California Labor and Workforce Development Agency pursuant to California Labor Code §2699 et. seq. The remaining twenty-five percent (\$5,000) will be distributed to PAGA Members who worked for Defendant between October 16, 2019, and May 31, 2022, on a pro rata basis for the release of claims arising under PAGA.

The portion of the Net Settlement Amount that you are eligible to claim (“Settlement Payment”) will be determined on a *pro rata* basis, based on the number workweeks you worked in California as an hourly-paid non-exempt employee for Defendant from October 16, 2016, through May 31, 2022 (“Workweeks”). Your estimated Settlement Payment includes both your estimated share of the Net Settlement Amount and, if eligible, your share of the PAGA Payment

Your Settlement Payment will be apportioned as twenty percent (20%) wages, forty percent (40%) interest, and forty percent (40%) penalties. The wage portion of the Settlement Payment will be subject to withholding for the employee and will be reported on a W-2 Form. Employer-side payroll taxes will be paid separately from and in addition to the Gross Settlement Amount. The penalties and interest portions of each Settlement Payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

You worked **XXX** Workweeks between October 16, 2016, and May 31, 2022. Your estimated Settlement Payment is **\$XXX.XX**. The amount of your estimated Settlement Payment is subject to change depending

on the number of timely and valid Requests for Exclusions submitted, payments approved by the Court, and other potential factors.

Your estimated Settlement Payment was determined based on Defendant's record of your employment between October 16, 2016, and May 31, 2022, and is presumed correct. If you dispute the accuracy as to the number of weeks worked during the period described above you must contact the Settlement Administrator and provide any documentation you have supporting such dispute. Submission of these documents must be postmarked before [45 calendar days from the date of mailing]. All disputes regarding your Workweeks will be resolved and decided by the Parties after you submit evidence to the Settlement Administrator. If the parties do not agree the dispute will be submitted to the Court. The Settlement Administrator's contact information is listed below:

[Settlement Administrator]

[Address]

[Telephone No.]

HOW TO GET A PAYMENT FROM THE NET SETTLEMENT AMOUNT

6. How can I get a payment?

You do not have to do anything to qualify for a payment of your portion of the Settlement.

7. What am I giving up if I do not request to be excluded from the Settlement?

Upon the funding of the Gross Settlement Amount, in exchange for the consideration set forth in the Settlement Agreement Plaintiff and all Class Members who choose to participate in the settlement shall release the "Released Parties" from the "Released Class Claims" for the "Class Period."

The "Released Parties" means Defendant California Roadside Services, LLC as well as its present, former and/or future, officers, directors, employees, members, shareholders, agents, trustees, representatives, attorneys, insurers, reinsurers, parent companies, subsidiaries, divisions, PEOs, temporary agencies, affiliates, predecessors, successors, assigns, as well as well as any individual or entity that could be alleged to be jointly liable with Defendant.

The "Released Class Claims" means all claims, rights, demands, liabilities, and causes of action alleged or that could have been alleged based on the facts asserted in the operative complaint in *Catalan v. California Roadside Services, LLC*, Orange County Superior Court Case No. 30-2020-01165556-CU-OE-CXC, the First Amended Complaint filed in the same action, and the LWDA Letter during the Class Period including, but not limited to, the following claims: (i) failure to pay all regular wages, minimum wages, overtime wages double time wages due (including, but not limited to, any claims for additional wages owed due to "off the clock" work or any other theory related to "rounding" of hours worked); (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to reimburse necessary business expenses; (v) failure to provide complete, accurate wage statements; (vi) failure to pay wages timely at time of termination or resignation; (vii) failure to provide timely pay wages during employment; (viii) failure to keep time records; (ix) unfair business practices; (x) failure to maintain required time and payroll records, (xi) failure to pay accrued vacation, and (xii) violation of Business & Professions Code 17200, *et seq.*

The release of these claims pertains to the Class Period from October 16, 2016, through May 31, 2022.

Additionally, upon the funding of the Gross Settlement Amount, the LWDA and State of California shall release the Released Parties from all claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 alleged or that could have been alleged based on the facts asserted in the LWDA Letter, in the operative complaint in the action and the First Amended Complaint in the action, including but not limited to civil penalties arising from allegation regarding Defendant's alleged violations of the California Labor Code. The request for exclusion does not apply to the release of claims arising under PAGA and shall have preclusive effect on the LWDA for claims for penalties under PAGA based on the same factual predicate that arose between October 16, 2019 and May 31, 2022 (the "PAGA Period").

EXCLUDING YOURSELF FROM THE RELEASE

If you want to keep the right to sue or continue to sue Defendant with respect to the Released Class Claims then you must submit a request for exclusion in conformity with the requirements set forth herein. If you exclude yourself, you will not receive payment from Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your estimated *pro rata* share of the PAGA Payment because the Request for Exclusion does not apply to this claim.

8. How can I not participate in the Settlement?

To exclude yourself from the release of Released Class Claims you must submit a written request for exclusion. You must include your name, address, telephone number and the last four digits of your social security number and/or Employee ID number. Your request for exclusion must also include a statement that you do not wish to be included in this Action similar to the following: I wish to exclude myself from the settlement reached in the matter of *Catalan v. California Roadside Services, LLC*, I understand that by excluding myself, I will not receive money from the settlement of my individual claims."

The written for Exclusion must be mailed to the Settlement Administrator at the address listed below, post-marked by [45 calendar days from the date of mailing]. You cannot exclude yourself by phone.

[Settlement Administrator]

[Address]

[Telephone No.]

[Fax No.]

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You will not be legally bound by the release of Released Class Claims.

9. If I don't exclude myself, can I sue Defendant for the same thing later?

No. Unless you submit a Request for Exclusion, you give up the right to sue Defendant and Released Parties for the Released Class Claims. If you have a pending lawsuit involving Released Class Claims, speak to your lawyer immediately.

10. If I exclude myself, can I get money from this settlement?

No. (except if you worked for Defendant in California between October 16, 2019 and May 31, 2022, in which case you will still receive for money from the portion of the settlement allocated to resolve claims under the Private

Attorneys General Act.). But if you submit a timely and valid request for exclusion, you retain any right that you may have to sue, continue to sue, or be part of a different lawsuit against Released Parties for Released Class Claims.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

The Court has approved PROTECTION LAW GROUP, LLP as Class Counsel. The firms' contact information is:

PROTECTION LAW GROUP LLP

Heather Davis, Esq.
Amir Nayebdadash, Esq.
Carlos Jimenez, Esq.
237 California Street
El Segundo, California 90245
Telephone: (424) 290-3095

12. How will the lawyers be paid?

Class Counsel will ask the Court to award attorneys' fees of up to \$87,500.00 and reimbursement of litigation cost/expenses of up to \$35,000 from the Gross Settlement Amount. These amounts are subject to Court approval and the Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

You can object to the Settlement or some part of it.

13. How do I tell the Court if I don't like the settlement?

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you must mail your objection to the Settlement Administrator no later than [45 calendar days from the date of mailing]. Your objection must include your full name, address, telephone number, the last four digits of your social security number or employee ID number, and the specific reason for your objection. You may also come to the Final Approval Hearing on [DATE] and make an objection at that time, regardless of whether you submitted a written objection.

14. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you. You cannot submit both an objection and Request for Exclusion.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing").

15. When and where will the Court decide whether to approve the settlement?

The Court will hold the Final Approval Hearing at [REDACTED] a.m./p.m. on [REDACTED], 2022], at the Orange County Superior Court, 751 West Santa Ana Blvd., Santa Ana, California 92701 in Department CX104.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

16. Do I have to come to the hearing?

No. If you agree to the Settlement you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf.

17. How will I learn if the settlement was approved

A notice of final judgment will be posted on the Settlement Administrator website located at [www.\[REDACTED\].com](http://www.[REDACTED].com)

IF YOU DO NOTHING

18. What happens if I do nothing at all?

If you do nothing, you will receive your share of the Net Settlement Amount, and you will release the Released Class Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant or Released Parties about the Released Class Claims, ever again.

GETTING MORE INFORMATION

19. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by contacting the Settlement Administrator or Class Counsel.

WHAT IF MY INFORMATION CHANGES?

20. What if my contact information changes?

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO
THE CLERK OF THE COURT OR THE JUDGE**