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and all others similarly situated

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Attorneys for Defendant
LOS ANGELES ATLANTIC EXPRESS CORP.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

MARCO ANTONIO SANCHEZ ROSALES,
individually and on behalf of all other persons
similarly situated,

Plaintiffs,

v.

LOS ANGELES ATLANTIC EXPRESS
CORP., a California Corporation; and DOES
1 through 100, inclusive,

Defendants.

Case No.: 21STCV05609
Assigned for all purposes to:
Hon. William F. Highberger
Dept.: 10

CLASS ACTION

**JOINT STIPULATION FOR CLASS
ACTION SETTLEMENT**

1 This stipulation of settlement and release (“Stipulation of Settlement”) is made and entered
2 into by and between plaintiff Marco Antonio Sanchez Rosales (“Plaintiff” or “Class Representative”),
3 individually and on behalf of the Settlement Class, as defined below, and defendant Los Angeles
4 Atlantic Express Corp (“LAAEC” or “Defendant”), and their respective counsel of record, subject to
5 the terms and conditions hereof and the Court’s approval. This Stipulation of Settlement resolves all
6 claims that were asserted or could have been asserted against Defendant pertaining to the individual,
7 putative class, and representative claims set forth by Plaintiff in the Litigation.

8 **I. THE LITIGATION.**

9 **A.** On February 11, 2021, Plaintiff Marco Antonio Sanchez Rosales, filed a lawsuit in the
10 Superior Court for the County of Los Angeles, on behalf of himself and similarly situated persons,
11 entitled *Marco Antonio Sanchez Rosales v. Los Angeles Atlantic Express Corp., a California*
12 *corporation, et al.*, Case No. 21STCV05609 (the “Action.”) The Complaint asserted causes of action
13 for failure to pay employees wages, failure to pay minimum wages, failure to pay proper overtime
14 pay; failure to provide rest and meal breaks; failure to pay wages in a timely manner upon termination;
15 failure to provide accurate wage statements; violation of California Business & Professions Code §
16 17200 based on the above practices; and violation of the Private Attorneys General Act (“PAGA”).

17 **B.** LAASC filed a notice of appearance in the Action on April 19, 2021. Defendant denies
18 any liability or wrongdoing of any kind associated with the claims alleged in the Action. Defendant
19 contends that they have at all times complied with all applicable laws.

20 **C.** The Parties engaged in substantial investigation and discovery, including a significant
21 sample of class-wide discovery. Defendant provided Plaintiff’s counsel with sample payroll records
22 for 25% of the pay periods within the class period for all potential class members, in addition to other
23 documents regarding Defendant’s wage and hour practices.

24 **D.** On January 17, 2022, the Parties participated in a full day mediation with mediator Will
25 Klatte, a mediator experienced in handling wage and hour class action matters. The Parties agreed to
26 the settlement described in this Agreement as a result of settlement discussions at mediation and
27 following mediation.

28

1 **II. REPRESENTATIONS AND DEFINITIONS.**

2 **A. Class Counsel.** Counsel for the Settlement Class is Christian Petronelli, Petronelli
3 Law Group, 295 Redondo Ave., Suite 201, Long Beach, California 90803 (888) 855-3670.

4 **B. Defense Counsel.** Counsel for Defendants is Laurie Cortez, Esq. Emilio Law Group,
5 APC, 12832 Valley View St., Suite 106, Garden Grove, California 92845, (714) 379-6239.

6 **C. Administrative Costs.** All administrative costs of settlement, including cost of notice
7 to the Settlement Class, claims administration, and any fees and costs incurred or charged by the
8 Settlement Administrator in connection with the execution of its duties under this Stipulation of
9 Settlement.

10 **D. Agreement.** The terms “Agreement” or “Settlement Agreement” are used
11 synonymously herein to mean this Stipulation of Settlement for purposes of Settlement.

12 **E. Class Period.** The term “Class Period” as used herein means the period from February
13 11, 2017 through February 11, 2022. The effective date of the settlement and releases embodied in this
14 Stipulation will be the date Defendant makes payment to the Administrator following final approval
15 of the settlement by the Court (hereinafter the “Effective Date of the Settlement”).

16 **F. PAGA Settlement Period.** The term “PAGA Settlement Period” as used herein means
17 the period from December 19, 2019 – February 11, 2022.

18 **G. Covered Claims.** The term “Covered Claims” means any and all claims, demands,
19 rights, liabilities, and/or causes of action arising out of the facts alleged in the Action including the
20 following: (1) failure to pay wages and overtime; (2) failure to pay minimum wage; (3) failure to pay
21 wages; (4) failure to provide meal periods; (5) failure to provide rest breaks; (6) waiting-time
22 penalties; (7) failure to provide accurate wage statements; (8) unfair business practices under Business
23 and Professions Code Section 17200; and (9) PAGA penalties based on the foregoing alleged
24 violations.

25 **H. Final.** The term “Final” means: (1) the date of final affirmation of the Final Approval
26 from any appeal, the expiration of the time for, or the denial of, a petition to review the Final Approval,
27 or if review is granted, the date of final affirmation of the Final Approval following review pursuant to
28 that grant; or (2) the date of final dismissal of any appeal from the Final Approval or the final dismissal

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

7 **I. Final Approval Order.** The term "Final Approval Order" means the Final Approval
8 Order entered by the Court following the Final Fairness and Approval Hearing.

9 **J. Final Judgment.** The term "Final Judgment" means the Final Judgment entered by the
10 Court following the Final Fairness and Approval Hearing.

11 **K. Date of Final Approval.** The terms "Date of Final Approval" or "Final Approval" as
12 used herein mean the final formal judgment entered by the Court at the Final Fairness and Approval
13 Hearing in accordance with the terms herein, approving this Agreement.

14 **L. Effective Date.** The term "Effective Date" will mean the date of final approval by the
15 Court of this Stipulation (hereinafter the "Effective Date of the Settlement").

16 **M. Employer Taxes.** The term "Employer Taxes" as used herein means the employer-
17 funded share of taxes and contributions imposed on the wage portions of the Settlement Amount under
18 the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, and/or any similar state
19 taxes and contributions required of employers, such as for unemployment insurance. The Employer
20 Taxes will be paid separately by Defendant in addition to and at the same time as the Settlement Amount.

21 **N. Net Settlement Amount.** The term "Net Settlement Amount" as used herein means the
22 Settlement Amount minus any award of attorneys' fees and Litigation costs, Administrative Costs, the
23 PAGA Settlement Amount, and the enhancement to the Class Representative as provided in Sections
24 VIII, XIV, XVII, and XV respectively.

25 **O. Net Settlement Payments.** The term "Net Settlement Payment(s)" shall mean payments
26 made to the Settlement Class as part of the Settlement, including wages, penalties and interest. The
27 Class Members' share of taxes for the wage portions of the Settlement Payment shall be taken from
28 each Net Settlement Payment.

1 **P. Notice of Proposed Class Action Settlement.** “Notice of Proposed Class Action
2 Settlement” or “Notice” shall mean the notice to be provided to all Settlement Class Members regarding
3 the terms of this Settlement, substantially in the form attached hereto as Exhibit A. The Notice shall
4 constitute class notice pursuant to California Rule of Court 3.769(f) and, once approved by the Court,
5 shall be deemed compliant with California Rule of Court 3.766. The Notice will be mailed in English
6 and Spanish.

7 **Q. Preliminary Approval Order.** The term “Preliminary Approval Order” shall mean the
8 order entered by the Court following the Preliminary Approval Hearing.

9 **R. Settlement Administrator.** The term “Settlement Administrator” as used herein means
10 Atticus Administration, LLC which will be responsible for the administration of the Settlement
11 Payment, as defined below, and all related matters.

12 **S. Settlement Agreement.** The terms “Settlement Agreement” or “Agreement” are used
13 synonymously herein to mean this Stipulation of Settlement.

14 **T. Settlement Amount.** The terms “Settlement Amount” as used herein mean a fund in the
15 sum of two hundred thousand dollars and zero cents (\$200,000.00), which shall be paid by Defendant,
16 and from which all: Net Settlement Payments, Court approved attorneys’ fees and Litigation costs,
17 Administrative Costs and enhancement to the Class Representative shall be paid, except as provided
18 herein. The Settlement Amount shall be non-reversionary.

19 **U. Settlement Class.** For settlement purposes only, the Parties agree to the certification
20 of a class pursuant to California *Code of Civil Procedure* § 382 defined as: all former and current non-
21 exempt employees who worked for LAAEC from February 11, 2017 to February 11, 2021 (Members
22 of the “Settlement Class” may also be referred to as “Class Members”).

23 **V. Aggrieved Employee Class.** For settlement purposes only, the Parties agree to the
24 certification of a Aggrieved Employee Class pursuant to California *Code of Civil Procedure* § 382
25 defined as: all former and current non-exempt employees who worked for LAAEC from December 2,
26 2019 to February 11, 2022 (“Aggrieved Employee Class” may also be referred to as “PAGA
27 Settlement Class”).
28

1 **III. BACKGROUND.**

2 **A.** Plaintiff contends that Defendant violated California's wage and hour laws and that this
3 case is appropriate for class certification as the requirements for class certification can be satisfied.
4 Specifically, Plaintiff alleges that Defendant (1) failed to pay wages and overtime, including failing to
5 pay overtime at the correct rate of pay; (2) failed to pay minimum wage (3) failed to pay wages due
6 (4) failed to provide meal periods (5) failed to provide rest breaks; (6) failed to pay waiting-time
7 penalties; (7) failed to provide accurate wage statements; (8) engaged in unfair business practices
8 under Business and Professions Code Section 17200 based on the foregoing alleged violations; and (9)
9 violated PAGA.

10 **B.** Defendant denies any liability or wrongdoing of any kind associated with the claims
11 alleged in the Action, and denies that this action is appropriate for class treatment for any purpose
12 other than settling this Action. Defendant contends, among other things, that it has complied at all
13 times with the California Labor Code and related California Wage Orders, that it made all appropriate
14 wage payments to Class Members, that all Class Members were provided with the opportunity to take
15 all legally required rest breaks and meal periods and that any claim for wage payments is not
16 actionable and/or does not give rise to any penalties under the California Labor Code. Defendant
17 further contends that it has complied at all times with the provisions of the California Business and
18 Professions Code. Defendant has denied and continues to deny each and every material factual
19 allegation and alleged claim asserted against it in the Action.

20 **C.** Since commencement of the actions, the Parties have engaged in an extensive exchange
21 of information and documents pertaining to the Covered Claims. Plaintiff engaged in formal and
22 informal discovery, including written discovery in the form of Requests for Production of Documents
23 and Special Interrogatories. The Parties reviewed and analyzed a substantial amount of
24 documentation for Class Members, including Defendant's policies and procedures regarding meal and
25 rest breaks, expense reimbursement, time keeping, issuance of wage statements, and review of pay and
26 time records. Class Counsel also had communications with Class Members regarding the Company's
27 pay practices and the Class Members' opportunity to take required meal and rest breaks. Defendant
28 provided Class Counsel with a significant sampling of data regarding Class Members' working time

1 and related payroll records, and those records were reviewed in detail by Class Counsel. Moreover,
2 the Parties researched and discussed a number of legal and factual issues, including but not limited to,
3 the financial condition of the Defendant, which included no insurance for defense or indemnification.
4 Plaintiff's counsel reviewed financial records of Defendant to verify whether or not Defendant had the
5 ability to fund extensive litigation and a settlement.

6 **D.** On January 19, 2022, the Parties participated in a mediation with Will Klatte, a very
7 experienced attorney and mediator in wage and hour class actions, during which mediation further
8 information was exchanged. The Parties engaged in a good faith-arms length negotiation concerning
9 settlement of the Covered Claims asserted in the Action. After a full day of mediation and subsequent
10 settlement discussions, the parties were able to reach a settlement.

11 **E.** Based on their own independent investigations and evaluations, Defendant and Plaintiff
12 and their respective counsel are of the opinion that the settlement for the consideration and on the
13 terms set forth in this Stipulation of Settlement is fair, reasonable, and adequate and is in the best
14 interests of the Settlement Class and Defendant in light of all known facts and circumstances and the
15 risks inherent in litigation, including the potential appellate issues.

16 **F.** Defendant has concluded that, because of the substantial expense of defending against
17 the Litigation, the length of time necessary to resolve the issues presented herein, the inconvenience
18 involved, and the concomitant disruption to their business operations, it is in its best interests to accept
19 the terms of this Agreement.

20 **G.** Settlement of the Action, the negotiation and execution of this Stipulation of
21 Settlement, and all acts performed or documents executed pursuant to or in furtherance of this
22 agreement or the settlement: (i) are not, shall not be deemed to be, and may not be used as, an
23 admission or evidence of any wrongdoing or liability on the part of Defendant or of the truth of any of
24 the factual allegations in the operative complaint in the Action; (ii) are not, shall not be deemed to be,
25 and may not be used as, an admission or evidence of any fault or omissions on the part of Defendant
26 in any civil, criminal, or administrative proceeding in any court, administrative agency or other
27 tribunal; and (iii) are not, shall not be deemed to be, and may not be used as, an admission or evidence
28 of the appropriateness of these or similar claims for class certification or administration other than for

1 purposes of administering this Stipulation of Settlement.

2 **H.** The Parties recognize that the issues presented in the Action are likely only to be
3 resolved with extensive and costly pretrial and trial proceedings, and that further litigation will cause
4 inconvenience, distraction, disruption, delay and expense disproportionate to the potential benefits of
5 litigation. The Parties have taken into account the risk and uncertainty of the outcome inherent in
6 further litigation.

7 **I.** The purpose of this Stipulation of Settlement is to settle and compromise all Covered
8 Claims by Plaintiff and the Settlement Class and Aggrieved Employee Class (as defined in Section II
9 (U) a(V) above) that Plaintiff and Class Members have against Defendant and the Releasees (as
10 defined in Section VII(A) below).

11 **J.** This Stipulation of Settlement is contingent upon the approval and certification by the
12 Court of the Settlement Class for settlement purposes only. Defendant does not waive, and instead
13 expressly reserves, its rights to challenge the propriety of class certification should the Court not
14 approve this Stipulation.

15 **K.** For settlement purposes only, Defendant will stipulate that the Settlement Class
16 described herein may be certified. This Stipulation is contingent upon the Preliminary and Final
17 approval and certification of the Settlement Class only for purposes of settlement. The Parties agree
18 that certification for settlement purposes under the more lenient standard courts have applied to
19 settlements is in no way an admission that class certification is proper under the more stringent
20 standard applied for litigation purposes, and that evidence of this limited stipulation to certification for
21 settlement will not be admissible in the Action for any purpose other than seeking court approval of
22 the settlement, and will not be admissible in this or any other proceeding as evidence that (a) a class
23 should be certified for any non-settlement purpose, and/or (b) Defendant is liable to Plaintiff or the
24 other Class Members as alleged in the Action. If for any reason, this settlement is not approved, the
25 settlement class certification will have no force or effect and will be immediately revoked and the fact
26 that the Parties were willing to stipulate provisionally to class certification as part of the Settlement
27 shall have no bearing on, and shall not be admissible in connection with, the issue of whether a class
28 should be certified in a non-settlement context in the Litiga.

1 **IV. JURISDICTION.**

2 The Court has jurisdiction over the Parties and the subject matter of this Action. The Action
3 includes claims that, while Defendant denies them in their entirety, would, if proven, authorize the Court
4 to grant relief pursuant to the applicable statutes. After the Court has granted Final Approval of the
5 Settlement, pursuant to *Code of Civil Procedure* Section 664.6 the Court shall retain jurisdiction of this
6 action solely for the purpose of interpreting, implementing, and enforcing this Settlement consistent
7 with the terms set forth herein.

8 **V. MOTION FOR PRELIMINARY APPROVAL.**

9 Plaintiff will bring a motion before the Court for an order preliminarily approving the Settlement
10 including the Notice of Proposed Class Action Settlement, which is attached as **Exhibit "A,"** and
11 including conditional certification of the Settlement Class for settlement purposes only, and will request
12 that the Court enter the Preliminary Approval Order. The date that the Court grants Preliminary
13 Approval of this Agreement will be the "Preliminary Approval Date." Class Counsel will prepare the
14 Motion for Preliminary Approval.

15 **VI. STATEMENT OF NO ADMISSION.**

16 **A.** Defendant expressly denies liability to Plaintiff and to the Settlement Class upon any
17 claim or cause of action. This Agreement does not constitute, and is not intended to constitute, an
18 admission by Defendant as to the merits, validity, or accuracy of any of the allegations or claims made
19 against them in the Action.

20 **B.** Nothing in this Agreement, nor any action taken in implementation thereof, nor any
21 statements, discussions or communications, nor any materials prepared, exchanged, issued or used
22 during the course of the negotiations leading to this Agreement or the Settlement, is intended by the
23 Parties to constitute, nor will any of the foregoing constitute, be introduced, be used or be admissible in
24 any way in this case or any other judicial, arbitral, administrative, investigative or other forum or
25 proceeding as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation,
26 rule or executive order, or any obligation or duty at law or in equity. The Parties themselves agree not
27 to introduce, use, or admit this Agreement, directly or indirectly, in this case or any other judicial,
28 arbitral, administrative, investigative or other forum or proceeding, as purported evidence of any

1 violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any
2 obligation or duty at law or in equity, or for any other purpose. Notwithstanding the foregoing, this
3 Agreement may be used in any proceeding before the Court that has as its purpose the interpretation,
4 implementation, or enforcement of this Agreement or any orders or judgments of the Court entered in
5 connection with the Settlement.

6 C. None of the documents produced or created by Plaintiff or the Settlement Class in
7 connection with the claims procedures or claims resolution procedures constitute, and they are not
8 intended to constitute, an admission by Defendant of any violation of any federal, state, or local law,
9 statute, ordinance, regulation, rule or executive order, any California Wage Order, or any obligation or
10 duty at law or in equity.

11 **VII. WAIVER, RELEASE, DISMISSAL, AND CONFIDENTIALITY.**

12 **A. Release as to All Settlement Class Members.**

13 Upon the Date of that Defendant submits Final Payment (as defined in section XII(B)) to the
14 Settlement Administrator, Plaintiff and all members of the Settlement Class, except those that make a
15 valid and timely request to be excluded from the Settlement Class and Settlement, waive, release,
16 discharge, and promise never to assert in any forum any and all wage-related claims against Defendant,
17 its respective subsidiaries, affiliates, predecessors or successors in interest, or the owners, officers,
18 directors, shareholders, employees, attorneys, agents, assigns, insurers, re-insurers, of any of them,
19 (collectively referred to herein as the "Releasees"), that were alleged in the Action for the Class Period
20 or claims which arise out of facts asserted in the action for the Class Period, including but not limited
21 to: (1) failure to pay wages and overtime; (2) failure to pay minimum wage (3) failure to pay wages (4)
22 failure to provide meal periods (5) failure to provide rest breaks; (6) waiting-time penalties; (7) failure
23 to provide accurate wage statements; (8); unfair business practices under Business and Professions Code
24 Section 17200 based on the foregoing alleged violations; and (9) violation of the Private Attorneys
25 General Act ("PAGA").

26 **B. Release as to All Aggrieved Employees.**

27 Upon the Date of that Defendant submits Final Payment (as defined in section XII(B)) to the
28 Settlement Administrator, Plaintiff and all Aggrieved Employees, even those that opt-out or exclude

1 themselves from the Settlement, waive, release, discharge, and promise never to assert in any forum any
2 and all PAGA claims alleged or that could have been alleged based on the facts alleged in the PAGA
3 notice, including violation of Labor Code 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197, 1198
4 and 2802, against Defendant, its respective subsidiaries, affiliates, predecessors or successors in interest,
5 or the owners, officers, directors, shareholders, employees, attorneys, agents, assigns, insurers, re-
6 insurers, of any of them, (collectively referred to herein as the "PAGA Releasees"), that were alleged in
7 the Action for the PAGA Settlement Period or claims which arise out of facts asserted in the action for
8 the PAGA Settlement Period.

9 **VIII. SETTLEMENT ADMINISTRATOR.**

10 Plaintiff and Defendant, through their respective counsel, have selected Atticus Administration,
11 LLC as the Settlement Administrator to administer the Settlement, which includes but is not limited to
12 distributing the Notice of Proposed Class Action Settlement (including obtaining updated class member
13 addresses, performing a National Change of Address search, and/or skip-tracing), establishing a toll-
14 free number to respond to inquiries regarding the Settlement, determining the validity of the opt-outs,
15 keeping track of opt-outs and objections, and calculating all amounts to be paid from the Settlement,
16 including the amount of all payroll tax deductions to be withheld or backup withholdings, deducting
17 appropriate tax withholdings and paying them to the appropriate government entity, mailing checks for
18 individual settlement payments for attorneys' fees and litigation costs, enhancement to the Plaintiff,
19 providing Class Counsel and Counsel for Defendant with weekly updates on the status of Settlement
20 administration (including numbers and percentages of mailed Notices, returned Notices, re-mailed
21 Notices, undeliverable Notices, opt-outs, and objections), providing declarations and/or reports as
22 required for court filings, and for any other tasks that the Parties may mutually agree or the Court orders
23 the Claims Administrator to perform. Charges and expenses of the Settlement Administrator are
24 estimated to be \$8,500 and will be paid from the Settlement Amount. If the actual Settlement
25 Administrator fees are less than the Parties' estimation, the difference between the actual and estimated
26 Settlement Administrator fees will flow through to the Net Settlement Amount.

27 **IX. NOTICE, OBJECTIONS AND EXCLUSION RIGHTS.**

28 **A. Notice.**

1 Plaintiff and Defendant, through their respective attorneys, have jointly prepared a Notice of
2 Class Action and Proposed Settlement (the "Notice") that will be provided to the members of the
3 Settlement Class through the following procedure:

4 As soon as practicable following Preliminary Approval of the Settlement, but no later than
5 fifteen (15) calendar days after the Court's Preliminary Approval order, Defendant will provide to the
6 Settlement Administrator the following information about each Settlement Class member: (1) name; (2)
7 last known home address; (3) number of workweeks as a Class Member during the Class Period; and
8 (4) social security number (collectively the "Class List").

9 The Settlement Administrator shall run all the addresses provided through the United States
10 Postal Service NCOA database (which provides updated addresses for any individual who has moved
11 in the previous four years who has notified the U.S. Postal Service of a forwarding address) to obtain
12 current address information. The Settlement Administrator shall mail the Notice to the members of the
13 Settlement Class via first-class regular U.S. Mail using the most current mailing address information
14 available within fourteen (14) calendar days after the receipt of the Class List from Defendant.

15 The Notice shall provide the members of the Settlement Class, in English and Spanish, with a
16 sixty (60) day notice of all applicable dates and deadlines. The Notice will also include information
17 regarding the nature of the Action; a summary of the terms of the Settlement; the definition of the
18 Settlement Class member; a statement that the Court has preliminarily approved the Settlement; the
19 procedure and time period for objecting to the Settlement; the date and location of the Final Approval
20 hearing; information regarding the opt-out procedure; Defendant's calculation of the number of full
21 workweeks that the Settlement Class member has worked as an employee in California at any time
22 during the Class Period; and the estimated specific individual settlement payment the Settlement Class
23 member will receive if they do not validly opt-out of the Settlement. A separate individual settlement
24 payment amount and breakdown of how that amount was calculated will be provided to all Aggrieved
25 Employees receiving a portion of the PAGA Settlement Amount.

26 If a Notice is returned from the initial notice mailing, the Settlement Administrator will submit
27 the applicable and available information, including name, social security number, and original mailing
28 address, to a company that specializes in address skip tracing in an attempt to locate a more current

1 address. If the Settlement Administrator is successful in locating a new address, it will re-mail the
2 Notice to the Settlement Class member. Further, any Notices returned with a forwarding address to the
3 Settlement Administrator, as non-deliverable before the deadline date, shall be sent to the forwarding
4 address affixed thereto. If the Settlement Administrator is unsuccessful in locating a new address, it
5 will re-mail the Notice to the original address it had for the Settlement Class member. For all remailed
6 notices, Class Members and Aggrieved Employees shall have 60 days from the remailed date to opt-
7 out, object, or dispute the number of workweeks as set forth in section X.

8 No later than twenty-five (25) days prior to the Final Approval Hearing, the Settlement
9 Administrator shall provide Counsel for Defendant and Class Counsel with a declaration attesting to the
10 completion of the Notice process, including the number of attempts to obtain valid mailing addresses
11 for and re-sending of any returned Notices, as well as the number of valid opt-outs and deficiencies
12 which the Settlement Administrator received.

13 **B. Objections.**

14 In order for any Settlement Class member to object to this Settlement, or any term of it, the
15 person making the objection must not submit a request for exclusion (i.e., must not opt out) and must,
16 by no later than sixty (60) days after the Notice of Proposed Class Action Settlement was initially mailed
17 to the Settlement Class members, serve on the Settlement Administrator a written statement of the
18 grounds of objection, signed by the objecting Settlement Class member or his or her attorney, along
19 with all supporting papers. All such objections and written notices of intention to appear must be signed
20 and must contain the Settlement Class member's current address and the address of counsel, if any. The
21 objection should clearly explain why the settlement class member objects to the Settlement and state
22 whether the Settlement Class member (or someone on his or her behalf) intends to appear at the Final
23 Approval Hearing. A Settlement Class member may appear personally or through an attorney, at his or
24 her own expense, at the Final Approval hearing to present his or her objection directly to the Court. Any
25 attorney who will represent an individual objecting to this Settlement must file a notice of appearance
26 with the Court and serve Class Counsel and Defense Counsel no later than sixty (60) days after the
27 Notice of Proposed Class Action Settlement was initially mailed to the Settlement Class members. If a
28 Settlement Class member objects to this Settlement, the Settlement Class member will remain a member

1 of the Settlement Class and if the Court approves this Agreement, the Settlement Class member will be
2 bound by the terms of the Settlement and Final Approval in the same way and to the same extent as a
3 Settlement Class member who does not object. The date of mailing of the Notice of Proposed Class
4 Action Settlement to the objecting Settlement Class member shall be conclusively determined according
5 to the records of the Settlement Administrator. The Court retains final authority with respect to the
6 consideration and admissibility of any Settlement Class member objections. Provided that the
7 Settlement Administrator mailed the Notice to a member of the Settlement Class as set forth in
8 Paragraph IX.A., this deadline to mail an objection shall apply notwithstanding assertion by any member
9 of the Settlement Class of non-receipt of the Notice.

10 Plaintiff and Defendant will be permitted to respond in writing to such objections no later than
11 seven (7) days before the Final Approval hearing.

12 **C. Opportunity to be Excluded.**

13 In order for any Settlement Class member to validly exclude himself or herself from this
14 Settlement (i.e., to validly opt out), a written request for exclusion ("Request to be Excluded") must be
15 signed by the Settlement Class member or his or her authorized representative and must be sent to the
16 Settlement Administrator, postmarked by no later than sixty (60) days after the date the Settlement
17 Administrator initially mails the Notice of Proposed Class Action Settlement to the Settlement Class
18 members. The Notice of Proposed Class Action Settlement shall contain instructions on how to opt out.
19 Specifically, the Notice of Proposed Class Action Settlement shall specify that the Settlement Class
20 Member's Request to be Excluded must include the Class Member's name and address and be signed
21 by the Settlement Class Member.

22 The date of the initial mailing of the Notice, and the date the signed request to be excluded was
23 postmarked, shall be conclusively determined according to the records of the Settlement Administrator.
24 Any Settlement Class member who timely and validly submits a request to be excluded from the
25 Settlement Class and this Settlement will not be entitled to any individual settlement payment, will not
26 be bound by the terms and conditions of this Settlement, and will not have any right to object, appeal,
27 or comment thereon. Any member of the Settlement Class who does not timely file and mail a request
28 to be excluded from the Settlement Class will be deemed included in the Settlement Class in accordance

1 with this Settlement. Named Plaintiff waives any right to be excluded from the Settlement Class.

2 **D. Non-Cooperation.**

3 The Parties and their respective counsel agree not to encourage members of the Settlement Class
4 to opt out of this settlement, or to object to the Settlement, directly or indirectly, through any means. If
5 a Settlement Class member contacts Class Counsel, Class Counsel may objectively discuss the terms of
6 the Settlement and the Settlement Class member's options.

7 **X. CLAIMS PROCEDURE.**

8 Settlement Class members shall not be required to submit a claim form to participate in the
9 Settlement. Named Plaintiffs and Defendant have agreed upon the following procedure to resolve all
10 claims during the Settlement Period.

11 In the Notice of Proposed Class Action Settlement, each member of the Settlement Class will
12 receive a calculation of the total number of workweeks that she/he was employed as a Settlement Class
13 member during the Class Period (hereinafter "Eligible Workweeks"), as well as the Settlement Class
14 Member's estimated Net Settlement Payment. There can be no partial workweeks; all partial
15 workweeks shall be rounded up to the nearest integer. Periods of non-membership in the Class (i.e., in
16 an exempt position or outside California or outside the Class Period) are excluded from the workweek
17 calculation.

18 If the member of the Settlement Class disputes the number of Eligible Workweeks set forth in
19 the Notice, such person must follow the directions in the Notice, including preparing a statement setting
20 forth the number of Eligible Workweeks that such person believes in good faith is correct and stating
21 that the member of the Settlement Class authorizes the Settlement Administrator to review the
22 Settlement Class member's personnel file to determine such information and attaching any relevant
23 documentation in support thereof. The member of the Settlement Class must mail the signed and
24 completed statement no later than sixty (60) days after the date of the mailing of the Notice, or the
25 number of Eligible Workweeks set forth in the Notice will govern the Net Settlement Payments to the
26 members of the Settlement Class.

27 Upon timely receipt of any such challenge, the Settlement Administrator, in consultation with
28 Class Counsel and Counsel for Defendant, will review the pertinent payroll records showing the dates

1 the Settlement Class member was employed and the pertinent leave(s) taken, which records Defendant
2 agrees to make available to the Settlement Administrator.

3 After consulting with Class Counsel and Counsel for Defendant, the Settlement Administrator
4 shall compute the number of Eligible Workweeks to be used in computing the Settlement Class
5 member's pro rata share of the Net Settlement Amount. In the event there is a disparity between the
6 dates a Settlement Class member claims he or she worked during the Settlement Period and the dates
7 indicated by Defendant's records, Defendant's records will control unless inconsistent with paycheck
8 stub(s) (or bona fide copies thereof) provided by the Settlement Class member, in which case the
9 paycheck stub(s) will control. The Settlement Administrator's decision as to the total number of Eligible
10 Workweeks shall be final and non-appealable. The Settlement Administrator shall send written notice
11 of the decision on any such claim to the Settlement Class member, to Class Counsel, and Counsel for
12 Defendant within ten (10) calendar days of receipt of the dispute.

13 **XI. FINAL APPROVAL HEARING AND ENTRY OF FINAL APPROVAL ORDER AND**
14 **FINAL JUDGMENT.**

15 Upon expiration of the Objection/Exclusion Deadlines, on the date set forth in the Preliminary
16 Approval Order, a Final Approval Hearing shall be conducted in order to: (1) review this Settlement
17 and determine whether the Court should give it final approval; (2) consider any objections timely
18 submitted before the Objection Deadline; and (3) consider Class Counsel's request for attorney's fees
19 and costs, the Class Representative's Enhancement Award, and the requested Administrative Costs.

20 At the Final Approval Hearing, Plaintiff, through Class Counsel, shall ask the Court to grant
21 final approval to this Settlement and shall submit a Final Approval Order and a Final Judgment, to the
22 Court for its approval. The Parties shall take all reasonable efforts to secure entry of the Final Approval
23 Order and Final Judgment.

24 Notice of the Final Judgment will be given to Class Members and Aggrieved Employee Class
25 members by posting a copy of the Final Judgment on the Administrator's website and the website
26 address where the Final Judgment may be found will be provided to Class Members and Aggrieved
27 Employees in the Class Notice.

28 **XII. COMPUTATION AND DISTRIBUTION OF PAYMENTS.**

1 **A. Distribution Formula.**

2 Members of the Settlement Class not opting out will receive a lump sum payment as good and
3 valuable consideration for the waiver and release of claims set forth in Section VII.A., above, in an
4 amount determined by the Settlement Administrator in accordance with the provisions of this
5 Agreement. The lump sum payment to each member of the Settlement Class not excluding him/herself
6 will be determined by dividing the Net Settlement Amount by the total number of Eligible Workweeks
7 worked by all members of the Settlement Class during the Settlement Period (the “Weekly Amount”)
8 and then multiplying the Weekly Amount by the number of Eligible Workweeks by the individual Class
9 Member as determined by the Settlement Administrator in accordance with Section X, above, less any
10 applicable withholding taxes based on the Parties stipulated allocation of the Net Settlement Amount as
11 provided for in Section XVI, below.

12 **B. Funding of Settlement.**

13 Within thirty (30) calendar days after the Court grants Preliminary Approval of the Settlement,
14 Defendant will deposit \$100,000 (“the Initial Payment”) of the Settlement Amount, plus any Employer
15 Taxes owed on the amount of that payment to be paid to the Class Members as wages, into an interest-
16 bearing trust account for the benefit of Settlement Class members and Class Counsel, through the
17 Settlement Administrator. Within (30) calendar days after the Court grants Final Approval of the
18 Settlement, Defendant shall deposit another \$100,000 (“the Final Payment”), plus any Employer Taxes
19 owed on the amount of that payment to be paid to the Class Members as wages, into an interest-bearing
20 trust account for the benefit of Settlement Class members and Class Counsel, through the Settlement
21 Administrator.

22 **C. Time for Distribution.**

23 Within fifteen (15) calendar days following the receipt of the Final Payment, the Settlement
24 Administrator shall mail Class Members their pro rata portion of the Net Settlement Amount from the
25 Settlement Amount. Within that same time, the Settlement Administrator shall mail the Court approved
26 enhancement award to Plaintiff. Also, within the same deadline, the Settlement Administrator shall
27 deduct its Administrative Costs from the Settlement Amount.

28 Any settlement checks remaining uncashed after one hundred and eighty (180) days shall be

1 turned over by the Settlement Administrator, with information for each Settlement Class member who
2 failed to timely cash his/her settlement check, to California's Unclaimed Property Fund, as provided for
3 in Title 10 of Part 3 of the California Code of Civil Procedure, beginning with Code of Civil Procedure
4 section 1300, in the name of the Settlement Class member so that Settlement Class members may later
5 claim such funds. If a check is returned to the Settlement Administrator as undeliverable, the Settlement
6 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace search
7 and, if another address is identified, shall mail the check to the newly identified address. If the
8 Settlement Administrator is unable to obtain a valid mailing address through this process, the monies
9 represented by the check shall be transmitted to the state of California's Unclaimed Property Fund, as
10 provided for in Title 10 of Part 3 of the Code of Civil Procedure, beginning with Code of Civil Procedure
11 section 1300, in the name of the Settlement Class member so that Settlement Class members may later
12 claim such funds.

13 **XIII. NO CONTRIBUTIONS TO EMPLOYEE BENEFIT PLAN.**

14 The amounts paid under this Agreement do not represent a modification of any previously
15 credited hours of service under any employee benefit plan, vacation, policy or bonus program sponsored
16 by Defendant. Such amounts will not form the basis for additional contributions to, benefits under, or
17 any other monetary entitlement under, benefit plans (self-insured or not) sponsored by Defendant's,
18 policies, vacation or bonus programs. Any payments made under the terms of this Settlement shall not
19 be applied retroactively, currently or on a going forward basis as salary, earnings, wages, or any other
20 form of compensation for the purposes of Defendant's benefit plan, policy or bonus program.

21 **XIV. ATTORNEYS' FEES AND LITIGATION COSTS.**

22 **A. Class Counsel Attorneys' Fees and Litigation Costs.**

23 Defendant shall not oppose an application by Class Counsel for, and Class Counsel shall not
24 seek or receive an amount in excess of \$66,666.00 for attorneys fees, which represents 33¹/₃% of the
25 Settlement Amount for all past and future attorneys' fees necessary to prosecute, settle and administer
26 the Litigation and this Settlement. In addition, Defendant shall not oppose Class Counsel's request for
27 reimbursement for actual litigation costs, not to exceed \$10,000. Any attorneys' fees or costs awarded
28 to Class Counsel by the Court shall be deducted from the Settlement Amount for the purpose of

1 determining the Net Settlement Amount. The “future” aspect of these amounts include, without
2 limitation, all time and expenses expended by Class Counsel in defending the Settlement and securing
3 Final Approval (including any appeals therein).

4 There will be no additional charge of any kind to either the members of the Settlement Class or
5 request for additional consideration from Defendant for such work. This amount shall include all
6 attorneys’ fees, litigation costs and expenses for which Plaintiff and Class Counsel could claim under
7 any legal theory whatsoever. Within fifteen (15) calendar days following receipt of the Final Payment,
8 the Settlement Administrator shall disburse the attorneys’ fees and costs award approved by the Court
9 to Class Counsel. Should the Court approve a lesser percentage or amount of fees and/or litigation costs
10 than the amount that Class Counsel ultimately seeks, then the unapproved portion or portions shall flow
11 to the Net Settlement Amount.

12 **XV. ENHANCEMENT TO NAMED PLAINTIFF.**

13 Defendant shall not oppose an application by Plaintiff, and Plaintiff shall not seek or receive an
14 amount in excess of Three Thousand Dollars and Zero Cents (\$3,000.00) for participation in and
15 assistance with the Litigation. Any enhancement awarded to Plaintiff by the Court shall be deducted
16 from the Settlement Amount for the purpose of determining the Net Settlement Amount, and shall be
17 reported on IRS Form 1099. If the Court approves an enhancement of less than \$3,000.00 to the
18 Plaintiff, then the unapproved portion or portions shall flow to the Net Settlement Amount. Any such
19 decrease shall not be grounds to void this agreement.

20 **XVI. TAXATION AND ALLOCATION.**

21 The amount paid to each participating Settlement Class member shall be net of the participating
22 Settlement Class member’s share of all federal, state and local taxes and required withholdings,
23 including without limitation, FICA, Medicare tax, FUTA, and state unemployment taxes. The Employer
24 Taxes for Defendant’s share of taxes for the wage portions of the Settlement Payment shall be paid by
25 Defendant separately and in addition to Defendant’s payment of the Settlement Amount. The Parties
26 agree that all employment taxes and other legally required withholdings will be withheld from payments
27 to the members of the Settlement Class and Named Plaintiff based on the Parties stipulated allocation
28 of the Net Settlement Amount as provided for in this Section. The amount of federal income tax

1 withholding will be based upon a flat withholding rate for supplemental wage payments in accordance
2 with Treas. Reg. § 31.3402(g)-1(a)(2) as amended or supplemented.

3 Income tax withholding will also be made pursuant to applicable state and/or local withholding
4 codes or regulations. For withholding tax characterization purposes and payment of taxes, the Net
5 Settlement Amount shall be deemed and is allocated by the Parties as follows (“Net Settlement
6 Allocation”): (1) 10% as W-2 wages; (2) 80% as penalties; and (3) 10% as interest.

7 For withholding tax characterization purposes and payment of taxes, the PAGA Settlement
8 Amount shall be deemed and is allocated by the Parties as follows (“PAGA Settlement Allocation”):
9 (1) 100% as penalties.

10 Forms W-2 and/or Forms 1099 will be distributed at times and in the manner required by the
11 Internal Revenue Code of 1986 (the “Code”) and consistent with this Agreement. If the Code, the
12 regulations promulgated thereunder, or other applicable tax law, is changed after the date of this
13 Agreement, the processes set forth in this Section may be modified in a manner to bring Defendant into
14 compliance with any such changes.

15 **CIRCULAR 230 DISCLAIMER.** EACH PARTY TO THIS STIPULATION OF
16 SETTLEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING
17 PARTY” AND EACH PARTY TO THIS STIPULATION OF SETTLEMENT OTHER
18 THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
19 STIPULATION OF SETTLEMENT, AND NO WRITTEN COMMUNICATION OR
20 DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS
21 AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH
22 COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE
23 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
24 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED);
25 (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS,
26 HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE
27 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS STIPULATION OF
28 SETTLEMENT, (B) HAS NOT ENTERED INTO THIS STIPULATION OF
SETTLEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY
OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT
ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY
ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX
PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND
(3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY
LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH
ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF WHETHER

1 SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
2 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE
3 OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED
BY THIS STIPULATION OF SETTLEMENT.

4 **XVII. PRIVATE ATTORNEY GENERAL ACT ALLOCATION**

5 In order to implement the terms of this Settlement and to settle claims alleged under the Private
6 Attorneys' General Act ("PAGA"), California *Labor Code* section 2698 *et seq.*, the Parties agree to
7 allocate Five Thousand Dollars and Zero Cents (\$5,000.00) ("the PAGA Settlement Amount") of the
8 Settlement Amount as the PAGA Settlement from which \$3,750.00 will be paid to the California Labor
9 Workforce Development Agency ("LWDA") and \$1,250.00 to Settlement Class members by having
10 that 25% amount flow through to the Net Settlement. Within fifteen (15) calendar days following the
11 receipt of the Final Payment, the Settlement Administrator shall disburse the \$3,750.00 allocation of the
Settlement Amount to the LWDA.

12 The \$1,250 allocated to Aggrieved Employees will be disbursed as follows: A lump sum
13 payment to each Aggrieved Employee not excluding him/herself will be determined by dividing the
14 \$1,250 by the total number of Eligible Workweeks worked by all Aggrieved Employees during the
15 PAGA Settlement Period (the "Weekly Amount") and then multiplying the Weekly Amount by the
16 number of Eligible Workweeks by the individual Aggrieved Employee during the PAGA Settlement
17 Period as determined by the Settlement Administrator in accordance with Section X, above.

18 **XVIII. COURT APPROVAL.**

19 This Agreement and the Settlement is contingent upon Final Approval by the Court. Plaintiff
20 and Defendant agree to take all steps as may be reasonably necessary to secure Preliminary Approval
21 and Final Approval of the Settlement, to the extent not inconsistent with the terms of this Agreement,
22 and will not take any action adverse to each other in obtaining Court approval, and, if necessary,
23 appellate approval, of the Settlement in all respects. Named Plaintiffs and Defendant expressly agree
24 that they will not file any objection to the terms of this Stipulation of Settlement or assist or encourage
25 any person or entity to file any such objection.

26 **XVIII. MISCELLANEOUS PROVISIONS.**

27 **A. Stay of Litigation.**

1 Named Plaintiffs and Defendant agree to the stay of all discovery in the Action, pending Final
2 Approval of the Settlement by the Court.

3 **B. Interpretation of the Agreement.**

4 This Agreement constitutes the entire agreement between Plaintiff and Defendant. Except as
5 expressly provided herein, this Agreement has not been executed in reliance upon any other written or
6 oral representations or terms, and no such extrinsic oral or written representations or terms shall modify,
7 vary or contradict its terms. In entering into this Agreement, the parties agree that this Agreement is to
8 be construed according to its terms and may not be varied or contradicted by extrinsic evidence. The
9 Agreement will be interpreted and enforced under the laws of the State of California, both in its
10 procedural and substantive aspects, without regard to its conflict of laws provisions. Any claim arising
11 out of or relating to the Agreement, or the subject matter hereof, will be resolved solely and exclusively
12 in the Superior Court of the State of California for the County of Los Angeles, and Plaintiff and
13 Defendant hereby consent to the personal jurisdiction of the Court over them solely in connection
14 therewith. Plaintiff, on his own behalf and on behalf of the Settlement Class, and Defendant participated
15 in the negotiation and drafting of this Agreement and had available to them the advice and assistance of
16 independent counsel. As such, neither Plaintiff nor Defendant may claim that any ambiguity in this
17 Agreement should be construed against the other. The terms and conditions of this Agreement constitute
18 the exclusive and final understanding and expression of all agreements between Plaintiff and Defendant
19 with respect to the Settlement of the Action. The Agreement may be modified only by a writing signed
20 by the original signatories and approved by the Court.

21 **C. Further Cooperation.**

22 Named Plaintiffs and Defendant and their respective attorneys shall proceed diligently to prepare
23 and execute all documents, to seek the necessary approvals from the Court, and to do all things
24 reasonably necessary or convenient to consummate the Agreement as expeditiously as possible.

25 **D. Confidentiality of Documents.**

26 After the expiration of any appeals period, Plaintiff, the Settlement Administrator, and Class
27 Counsel shall maintain the confidentiality of all documents, declarations and other information obtained
28 in the Action, unless necessary for appeal or such documents are ordered to be disclosed by the Court

1 or by a subpoena.

2 **E. Counterparts.**

3 The Agreement may be executed in one or more actual or non-original counterparts, all of which
4 will be considered one and the same instrument and all of which will be considered duplicate originals.
5 Additionally, signatures delivered via facsimile or electronic transmission shall have the same force,
6 validity and effect as the originals thereof.

7 **F. No Third Party Beneficiaries.**

8 Plaintiff, members of the Settlement Class, and Defendant are direct beneficiaries of this
9 Agreement, and there are no third party beneficiaries.

10 **G. Force Majeure.**

11 The failure of any party to perform any of its obligations hereunder shall not subject such party
12 to any liability or remedy for damages, or otherwise, where such failure is occasioned in whole or in
13 part by acts of God, fires, accidents, earthquakes, other natural disasters, explosions, floods, wars,
14 interruptions or delays in transportation, power outages, labor disputes or shortages, shortages of
15 material or supplies, governmental laws, restrictions, rules or regulations, sabotage, terrorist acts, acts
16 or failures to act of any third parties, or any other similar or different circumstances or causes beyond
17 the reasonable control of such party.

18 **H. Deadlines Falling on Weekends or Holidays.**

19 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or legal
20 holiday, that deadline shall be continued until the following business day.

21 **I. Severability.**

22 In the event that any one or more of the provisions contained in this Agreement shall for any
23 reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
24 unenforceability shall in no way effect any other provision if Defense Counsel and Class Counsel, on
25 behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid,
26 illegal, or unenforceable provision had never been included in this Agreement.

27 **K. Successors and Assigns**

28 This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors or

1 assigns of the Parties hereto, as previously defined.

2 **L. Non-Approval of Settlement**

3 In the event that this Settlement is not granted final approval, this Agreement shall be deemed
4 void *ab initio* and the Parties shall be returned to their respective positions as though this Agreement
5 was never executed, including with respect to any releases of claims.

6 **M. Jurisdiction of the Court and Venue**

7 The Parties agree that this Settlement Agreement shall be enforceable by the Court pursuant to
8 California Code of Civil Procedure Section 664.6. The Court shall retain jurisdiction with respect to
9 the interpretation, implementation, and enforcement of the terms of this Settlement Agreement and all
10 orders and judgments entered in connection therewith, and the Parties and their counsel submit to the
11 jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the settlement
12 embodied in this Settlement Agreement and all orders and judgments entered in connection therewith.
13 Any adjudicated dispute regarding the interpretation or validity of or otherwise arising out of this
14 Settlement Agreement, or relating to the Action or the Released Claims, shall be subject to the
15 exclusive jurisdiction of the California state courts in and for the County of Los Angeles, and Plaintiff,
16 Class Members, and Defendant agree to submit to the personal and exclusive jurisdiction and venue of
17 these courts.

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23 Dated: August____, 2022

PETRONELLI LAW GROUP, PC

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26 CHRISTIAN J. PETRONELLI, ESQ.
27 *Attorney for Plaintiff MARCO ANTONIO*
28 *SANCHEZ ROSALES, and all others similarly*
situated

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Dated : August ____, 2022

Marco Antonio Sanchez Rosales

Dated: August 4, 2022

EMILIO LAW GROUP, PC

Laurie Cortez, Esq.
Attorneys for Defendant
LOS ANGELES ATLANTIC EXPRESS CORP.

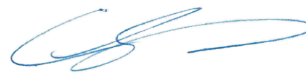
Dated: August 04, 2022

LOS ANGELES ATLANTIC EXPRESS
CORPORATION

Dawn J. Jantzen
TITLE, Owner/CEO

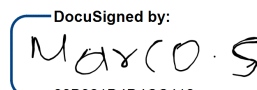
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PETRONELLI LAW GROUP, PC



CHRISTIAN J. PETRONELLI, ESQ.
*Attorney for Plaintiff MARCO ANTONIO
SANCHEZ ROSALES, and all others similarly
situated*

Dated: August 5, 2022

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Marco Antonio Sanchez Rosales

Dated: August ____, 2022

EMILIO LAW GROUP, PC

Laurie Cortez, Esq.
*Attorneys for Defendant
LOS ANGELES ATLANTIC EXPRESS CORP.*

Dated: August ____, 2022

LOS ANGELES ATLANTIC EXPRESS
CORPORATION

TITLE, Owner/CEO

EXHIBIT 4