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5 Attorneys for Plaintiffs,
ALFONSO MEJIA, on behalf of himself
6 and all others similarly situated

7
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE
10

11 ALFONSO MEJIA, on behalf of himself and
all other similarly situated,

12 Plaintiffs,

13 v.

14 A.P. EXPRESS, LLC, a California limited
15 liability company; A.P. EXPRESS
WORLDWIDE, L.L.C., a California limited
16 liability company; and DOES 1 through 100,
Inclusive

17 Defendants.
18

CASE NO.: BC705661

[Assigned for all purposes to the Hon.
Daniel J. Buckley - Dept. 1]

**JOINT STIPULATION FOR CLASS
ACTION SETTLEMENT**

1 TO THE COURT:

2 This Joint Stipulation for Class Action Settlement (“Settlement Agreement” or
3 “Agreement”) is made and entered into by and between Alfonso Mejia (“Plaintiff”),
4 individually and on behalf of all others similarly situated, and A.P. Express, LLC and A.P.
5 Express Worldwide, LLC (together, “Defendants”) (collectively, referred to as the “Parties”),
6 and is subject to the terms and conditions below, and to the Court’s approval. The Parties
7 expressly acknowledge that this Settlement Agreement is entered into solely for the purpose of
8 compromising significantly disputed claims and that nothing in this Settlement Agreement is an
9 admission of liability or wrongdoing by Defendants. If for any reason the Settlement
10 Agreement is not approved, it will be of no force or effect, and the Parties will be returned to
11 their respective positions immediately prior to and as if they had never executed this Settlement
12 Agreement as more fully set forth below.

13 **DEFINITIONS**

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

16 1. “Action” means *Mejia v. A.P. Express, LLC, et al.*, Los Angeles County Superior
17 Court Case No. BC705661.

18 2. “Claims Administrator” means Simpluris, Inc. or any other third-party class
19 action settlement claims administrator agreed to by the Parties and approved by the Court for
20 the purposes of administering this Settlement. The Parties each represent that they do not have
21 any financial interest in the Claims Administrator or otherwise have a relationship with the
22 Claims Administrator that could create a conflict of interest.

23 3. “Claims Administration Expenses” means the costs payable to the Claims
24 Administrator for administering this Settlement, including, but not limited to, printing,
25 translating into Spanish, conducting a National Change of Address (“NCOA”) search,
26 distributing (including with appropriate postage), and tracking documents for this Settlement in
27 English and Spanish, any searches to locate any Class Members, tax reporting, distributing the
28 Individual Settlement Payments, Class Representatives Enhancement Payment, Class Counsel

1 Fees and Costs, and PAGA Settlement Amount, and providing necessary certification of
2 completion of notice, reports and declarations, establishing and administering a qualified
3 settlement fund account and other responsibilities set forth in this Settlement Agreement and as
4 requested by the Parties. The Claims Administration Expenses are currently estimated to be not
5 more than Seven Thousand Dollars \$7,000.00.

6 4. "Class Counsel" means Michael Nourmand and James A. DeSario of The
7 Nourmand Law Firm, APC.

8 5. "Class Counsel Fees and Costs" means attorneys' fees, costs, and expenses
9 approved by the Court for Class Counsel's litigation and resolution of the Action, and all costs
10 incurred and to be incurred by Class Counsel in the Action, including, but not limited to, costs
11 associated with documenting the Settlement, providing any notices required as part of the
12 Settlement or Court order, securing the Court's approval of the Settlement, administering the
13 Settlement, and obtaining entry of the Judgment terminating the Action. Class Counsel will
14 request attorneys' fees of not to exceed 33.33% of the Gross Settlement Amount or Eighty-Six
15 Thousand Six Hundred Sixty-Six Dollars and Sixty-Six Cents (\$86,666.66) and actual litigation
16 costs and expenses incurred, not to exceed Twenty Thousand Dollars (\$20,000). Defendants
17 have agreed not to oppose Class Counsel's request for Class Counsel Fees and Costs.

18 6. "Class List" means a complete list of all Class Members that Defendants will
19 diligently and in good faith compile from their records and provide on a confidential basis to
20 the Claims Administrator within seven (7) calendar days after service of a notice of entry of the
21 Court's order granting preliminary approval of this Settlement. The Class List will be
22 formatted in Microsoft Office Excel and Defendants will use their best efforts to include each
23 Class Member's full name; most recent mailing address; last known telephone number if readily
24 available; dates of employment or number of workweeks worked during the Class Period;
25 Social Security number; and the name of the Class Member who signed a *Pick-Up-Stix* release
26 and amount Defendants paid to the Class Member for the *Pick-Up-Stix* release.

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1 7. “Class Member(s)” or “Settlement Class” means Plaintiff and all current and
2 former hourly non-exempt employees of A.P. Express, LLC within California at any time
3 during the Class Period.

4 8. “Class Period” means the period from May 17, 2014 through February 8, 2021.

5 9. “Class Representative Enhancement Payment” means the amount to be paid from
6 the Gross Settlement Amount to the named Plaintiff in exchange for executing a general release
7 and in recognition of his effort in prosecuting the Action on behalf of Class Members. Plaintiff
8 will request and Defendants will not oppose Plaintiff’s application to the court for a payment of
9 Seven Thousand Five Hundred Dollars (\$7,500) for enhancement payment for his willingness
10 to serve as Class Representative.

11 10. “Court” means the Los Angeles County Superior Court, or any other court taking
12 jurisdiction of the Action.

13 11. “Effective Date” means the date when the Final Approval Order becomes final
14 and Defendants fully fund the Gross Settlement Amount and the employer’s share of payroll
15 taxes. For purposes of this Paragraph, the Final Approval Order “becomes final” upon the last
16 to occur of the following: (i) the 61st day after service of notice of entry of the Final Order and
17 Judgment, if no appeal, review, or writ has been filed as of that day; or (ii) if an appeal, review,
18 or writ is sought from the Final Order and Judgment, the day after the Final Order and
19 Judgment is affirmed or the appeal, review, or writ is dismissed or denied, and the Final Order
20 and Judgment is no longer subject to further judicial review.

21 12. “Gross Settlement Amount” means the total, maximum settlement amount of
22 Two Hundred Sixty Thousand Dollars (\$260,000) (“Gross Settlement Amount”), which has
23 been and/or will be paid by Defendants in full satisfaction of all claims arising from the Action
24 pursuant to the terms of this Settlement Agreement. The Gross Settlement Amount includes all
25 Individual Settlement Payments to Participating Class Members and PAGA Group Members;
26 the Class Representative Enhancement Payment; Claims Administration Expenses; Class
27 Counsel Fees and Costs; and PAGA penalties in the amount of Ten Thousand Dollars (\$10,000)
28 of which 75% or Seven Thousand Five Hundred Dollars (\$7,500) will be paid to the Labor

1 Workforce Development Agency (“LWDA”) and 25% or Two Thousand Five Hundred Dollars
2 (\$2,500) will be paid to PAGA Group Members. Defendants will pay the employer’s share of
3 payroll taxes, as applicable, in addition to the Gross Settlement Amount.

4 13. “Individual Settlement Payment” means each Participating Class Member’s
5 share of the Net Settlement Amount and PAGA Group Member’s share of the PAGA Payment ,
6 to be distributed to Plaintiff, PAGA Group Members, and Class Members who do not request
7 exclusion from the settlement.

8 14. “Net Settlement Amount” means the maximum amount available for distribution
9 to the Class Members, after deduction of Class Counsel Fees and Costs, Class Representative
10 Enhancement Payment, Claims Administration Expenses, and the PAGA Settlement Amount
11 from the Gross Settlement Amount.

12 15. “Notice of Objection” means a Class Member’s valid and timely written
13 objection to the Settlement Agreement. For the objection to be valid, it must include: (i) the
14 objector’s full name, signature, address, and telephone number; (ii) a written statement of all
15 grounds for the objection accompanied by any legal support for such objection; (iii) copies of
16 any papers, briefs, or other documents upon which the objection is based; and (iv) a list of all
17 persons who will be called to testify in support of the objection. Further, an objector may
18 appear at the Final Approval hearing, either in person or through counsel, at his or her expense.
19 The Parties will be permitted to respond in writing to such objections at least seven calendar
20 days prior to the Final Approval hearing or within the time period set by the Court.

21 16. “Notice” means the Notice of Class Action Settlement, substantially in the form
22 attached as Exhibit A.

23 17. “PAGA” means the California Private Attorneys General Act of 2004, which is
24 codified in California Labor Code §2698, et seq.

25 18. “PAGA Group Member(s)” means Plaintiff and all current and former hourly
26 non-exempt employees of A.P. Express, LLC within California at any time during the PAGA
27 Period.

28 19. “PAGA Period” means the period from May 17, 2017 through February 8, 2021.

1 20. “PAGA Settlement Amount” means the portion of the Gross Settlement Amount
2 allocated to the resolution of Class Members’ claims arising under PAGA. The Parties have
3 agreed that the PAGA Settlement Amount is Ten Thousand Dollars (\$10,000), subject to Court
4 approval. Of the PAGA Settlement Amount, 75% or Seven Thousand Five Hundred Dollars
5 (\$7,500) will be paid to the LWDA (“LWDA Payment”), and the remaining 25% of Two
6 Thousand Five Hundred Dollars (\$2,500) will be distributed to PAGA Group Members (the
7 “PAGA Payment”).

8 21. “Participating Class Members” means all Class Members who do not submit
9 valid Requests for Exclusion.

10 22. “Preliminary Approval” means the Court order granting preliminary approval of
11 the Settlement Agreement.

12 23. “Released PAGA Claims” means any and all claims for civil penalties under
13 PAGA, against Defendants and the Released Parties, based on the Labor Code violations
14 alleged in, or that are based upon or could be asserted or alleged based on the factual
15 allegations in, Plaintiff’s notice sent to the LWDA or alleged in the operative Complaint,
16 including attorneys’ fees and costs related thereto, regardless of whether PAGA Group
17 Members opt out from the Settlement Agreement, including but not limited to PAGA claims
18 premised on: allegedly unpaid minimum and overtime wages; failure to provide compliant meal
19 breaks or premium payments; failure to provide compliant rest breaks or premium payments;
20 failure to provide and maintain accurate wage statements; failure to timely pay all wages owed
21 during employment and upon termination; and including but not limited to violations of
22 California Labor Code §§ 201, 202, 203, 218.6, 226, 226.7, 510, 512, 1194, 1194.2, and 1197.

23 24. “Released Claims” means any and all claims, penalties, interest, and causes of
24 action, known or unknown, contingent or accrued, against Defendants and the Released Parties,
25 arising from or related to the claims pled in Plaintiff’s operative complaint (“Complaint”) or
26 that could have been pled in the Complaint based on the facts, matters, transactions, or
27 occurrences pled in the Complaint, including but not limited to all claims for: allegedly unpaid
28 minimum and overtime wages; failure to provide compliant meal breaks or premium payments;

1 failure to provide compliant rest breaks or premium payments; failure to provide and maintain
2 accurate wage statements; failure to timely pay all wages owed during employment and upon
3 termination; violations of California Labor Code §§ 201, 202, 203, 218.6, 226, 226.7, 510, 512,
4 1194, 1194.2, 1197, and the applicable California Wage Orders; unfair competition claims
5 under California Business & Professions Code §17200, *et seq.* based on the Labor Code
6 violations alleged; civil penalties pursuant to Labor Code §2699, *et seq.*, based on the Labor
7 Code violations alleged or that could have been pled in the Complaint based on the facts,
8 matters, transactions, or occurrences pled in the Complaint; claims under all related or
9 corresponding federal laws; and claims for and any associated penalties, restitution,
10 disgorgement, interest or attorneys' fees that arose during the Class Period. This release will
11 cover all Class Members who do not opt out.

12 25. "Released Parties" means Defendants and Defendants' former and present
13 parents, predecessors, holding companies, subsidiaries, affiliated companies and entities, and
14 franchisors and franchisees, and their current, former, and future owners, officers, shareholders,
15 directors, members, managers, operators, employees, consultants, vendors, partners, affiliates,
16 subsidiaries, shareholders, attorneys, insurers, payroll providers, joint venturers, and agents, and
17 any successors, assigns, or legal representatives and any individual or entity who or which
18 could be jointly liable with Defendants and all persons or entities acting by, through under or in
19 concert with any of them.

20 26. "Request for Exclusion" means a timely letter submitted by a Class Member
21 indicating a request to be excluded from the Settlement. The Request for Exclusion must: (a)
22 set forth the name, address, telephone number and last four digits of the Social Security
23 Number of the Class Member requesting exclusion; (b) be signed by the Class Member; (c) be
24 returned by mail or fax to the Claims Administrator at the specified address or fax number
25 indicated in the Notice; (d) clearly state that the Class Member does not wish to be included in
26 the Settlement; and (e) be faxed or postmarked on or before the Response Deadline.

27 27. "Response Deadline" means the deadline by which Class Members must fax or
28 postmark to the Claims Administrator a valid Request for Exclusion, submit objections to the

1 Settlement, or dispute workweeks. The Response Deadline will be forty-five (45) calendar
2 days from the initial mailing of the Notice by the Claims Administrator. The Response
3 Deadline for Request for Exclusion, objection or disputed workweeks will be extended fifteen
4 (15) calendar days for any Class Member who is re-mailed a Notice by the Claims
5 Administrator in accordance with the notice procedure described in Paragraphs 42 through 48
6 of this Settlement Agreement. The Response Deadline may also be extended by express
7 agreement between Class Counsel and Defendants' counsel.

8 **RECITALS**

9 28. On or about May 17, 2018, Alfonso Mejia filed the Action against Defendants
10 A.P. Express, LLC and A.P. Express Worldwide, LLC, asserting class action claims. On or
11 about June 18, 2021, Plaintiff filed a First Amended Complaint, adding a claim under the
12 Private Attorneys General Act, Cal. Lab. C. §§ 2698, *et seq.* ("PAGA"). The operative
13 complaint, asserts the following causes of action against Defendants: (1) failure to pay overtime
14 wages; (2) failure to pay minimum wages; (3) failure to provide meal periods; (4) failure to
15 provide rest periods; (5) failure to pay wages due at termination; (6) failure to issue accurate
16 itemized wage statements; (7) violations of Business and Professions Code § 17200; and (8)
17 civil penalties under PAGA.

18 29. Defendants deny that they engaged in any misconduct in connection with the
19 wage-and-hour practices associated with the Class Members or PAGA Group Members.
20 Defendants further deny that they have any liability of any kind associated with the claims
21 alleged in the Action. Defendants contend that they have complied with both federal and state
22 wage-and-hour laws, and all other laws regulating their relationship with the Class Members
23 and PAGA Group Members, including the Plaintiff.

24 30. After a mediation, the Parties agreed to a settlement of the Action, subject to
25 Court approval. The Parties further agreed to enter into this Agreement to memorialize their
26 settlement.

27 31. Class Counsel has investigated the facts relating to the Action. Class Counsel
28 are of the opinion that the Settlement documented by this Settlement Agreement is fair,

1 reasonable, and adequate, and in the best interest of the Class and PAGA Group Members in
2 light of all known facts and circumstances, including the risk of significant delay and defenses
3 asserted to the merits of the Action, including arbitration agreements entered into by Class
4 Members requiring individual arbitration of the claims alleged in the Action. While Defendants
5 specifically deny any liability in the Action, Defendants have agreed to enter into this
6 Settlement to avoid the costs associated with defending the Action.

7 **TERMS OF AGREEMENT**

8 NOW, THEREFORE, in consideration of the recitals listed above and the promises and
9 warranties set forth below, and intending to be legally bound and acknowledging the
10 sufficiency of the consideration and undertakings set forth below, Plaintiff, individually and on
11 behalf of the Class Members and PAGA Group Members, and Defendants agree that the Action
12 shall be and is finally and fully compromised and settled on the following terms and conditions:

13 32. Impact of Any Court Determination Not to Enter Final Approval Order. In the
14 event that the Court does not enter a Final Approval Order and this Settlement Agreement does
15 not become effective, the following will occur:

- 16 a. on the date final approval is denied, the status of the Action will be
17 deemed to return to its status at the time immediately prior to and as if the
18 Parties had never executed this Settlement Agreement; and
- 19 b. Defendants will pay the Claims Administrator for any costs incurred by
20 the Claims Administrator.

21 33. Settlement Funding. Subject to the terms and conditions of this Agreement,
22 Defendants shall fund the Gross Settlement Amount by making three equal installment
23 payments in the following amounts: (1) Eighty-Six Thousand Six Hundred Sixty-Six Dollars
24 and Sixty-Seven Cents (\$86,666.67); (2) Eighty-Six Thousand Six Hundred Sixty-Six Dollars
25 and Sixty-Seven Cents (\$86,666.67); and (3) Eighty-Six Thousand Six Hundred Sixty-Six
26 Dollars and Sixty-Six Cents (\$86,666.66). Defendants shall transfer and/or deposit the first
27 installment with the Claims Administrator within five (5) days following service of notice of
28 entry of the final approval order and judgment; Defendants shall transfer and/or deposit with the

1 Claims Administrator the second installment within ninety (90) days after the first installment;
2 and Defendants shall transfer and/or deposit the third and final installment payment with the
3 Claims Administrator, plus Defendants' share of payroll taxes, within one hundred eighty (180)
4 days after the first installment. The Claims Administrator shall deposit the funds into an
5 interest-bearing trust account referred to as the Qualified Settlement Fund account from which
6 the Claims Administrator will have authority to distribute money in accordance with the terms
7 of this Settlement Agreement. The Claims Administrator will calculate the appropriate amount
8 of the employers' share of the payroll taxes for Defendants.

9 34. Class Counsel Fees and Costs. Defendants agree not to oppose or impede any
10 application or motion by Class Counsel for Class Counsel Fees and Costs, which will be paid
11 from the Gross Settlement Amount, in the amount of up to Eighty-Six Thousand Six Hundred
12 Sixty-Six Dollars and Sixty-Six Cents (\$86,666.66) in attorneys' fees, plus the reimbursement
13 of the actual costs and expenses associated with Class Counsel's litigation and settlement of the
14 Action, not to exceed Twenty Thousand Dollars (\$20,000). In consideration of their awarded
15 attorneys' fees and costs and expenses, Plaintiff and Class Counsel waive any and all claims to
16 any further attorneys' fees and expenses in connection with the Action.

17 35. Class Representative Enhancement Payment. In exchange for named Plaintiff's
18 executing a general release, and in recognition of his effort in prosecuting the Action on behalf
19 of Class Members, Defendants agree not to oppose or impede any application or motion for a
20 Class Representative Enhancement Payment of up to Seven Thousand Five Hundred Dollars
21 (\$7,500) to the named Plaintiff. The Class Representative Enhancement Payment, which will
22 be paid from the Gross Settlement Amount, will be in addition to Plaintiff's Individual
23 Settlement Payment paid pursuant to the Settlement. Plaintiff will be solely and legally
24 responsible to pay any and all applicable taxes, penalties and interest on the payment made
25 pursuant to this paragraph and will hold Defendants harmless from any claim or liability for
26 taxes, penalties, or interest arising as a result of the payment.

27 36. PAGA Payment and PAGA Settlement Amount. At the final approval hearing,
28 Class Counsel will apply to the Court for approval of a PAGA payment amount ("PAGA

Amount”) of \$10,000.00 for claims for civil penalties asserted under PAGA to be paid from the Gross Settlement Amount. Class Counsel will submit notice of this Settlement to the LWDA, as required by Labor Code § 2699(l)(2). The Parties agree that 75% of the PAGA Amount (\$7,500.00) will be paid to the LWDA as the LWDA Payment, and the remaining 25% (\$2,500.00) of the PAGA Amount will be allocated to the PAGA Group Members (the “PAGA Payment”). The PAGA Payment will be part of the Individual Settlement Payments to the PAGA Group Members in accordance with the terms of this Agreement.

37. Claims Administration Expenses. The Claims Administrator will be paid for the reasonable fees and costs of administration of the Settlement, which are estimated not to exceed Seven Thousand Dollars (\$7,000.00). These will include, *inter alia*, fees and costs payable to the Claims Administrator for printing, translating into Spanish, distributing (including with appropriate postage), and tracking documents for this Settlement in English and Spanish, any searches to locate any Class Members, calculating estimated payout amounts per Class Member and PAGA Group Member, tax reporting, distributing the Individual Settlement Payments, Class Representative Enhancement Payment, Class Counsel Fees and Costs, payment to LWDA for PAGA penalties, and providing necessary certification of completion of notice, reports and declarations, establishing and administering a Qualified Settlement Fund account, required tax reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS forms, calculating the employers’ share of payroll taxes on the wage portion of the Individual Settlement Payments and coordinating related reporting, and other responsibilities as requested by the Parties. The Claims Administration Expenses will be paid from the Gross Settlement Amount.

38. Net Settlement Amount. The Net Settlement Amount will be used to satisfy Individual Settlement Payments to Participating Class Members from the Settlement Class in accordance with the terms of this Agreement.

39. Individual Settlement Payment Calculations. Defendants will provide the Claims Administrator with the total number of workweeks for each Class Member during the Class Period and the number of workweeks for each PAGA Group Members during the PAGA

Period. The Claims Administrator will divide the Net Settlement Amount by the total number of workweeks ("Work Week Rate Amount") and then multiply this amount by each Class Member's total number of workweeks to yield that employee's Individual Settlement Payment, subject to the addition of any portion of the PAGA Payment the Class Member may be entitled to, as discussed below. In the event a Class Member submits a timely Request for Exclusion from the settlement, his/her share of the Class settlement will be added to the Net Settlement Amount.

NET SETTLEMENT AMOUNT	X	Participating Class Member's Workweeks
Total number of Workweeks for all Class Members		

In additional, each Class Member who is a PAGA Group Member will be paid a pro-rata share of the \$2,500.00 PAGA Payment, allocated for PAGA penalties to PAGA Group Members, as calculated by the Claims Administrator, with a formula similar to payments to Participating Class Members.

\$2,500 for PAGA Penalties to PAGA Group Members	X	Individual PAGA Group Member's Shifts during PAGA Period
Total number of Shifts for all PAGA Group Members during PAGA Period		

The Individual Settlement Payment for any Participating Class Member who is also a PAGA Group Member shall include the Participating Class Member's share of the PAGA Payment.

Class Members who are PAGA Group Members will not be permitted to exclude themselves from the PAGA claim portion of the Settlement and will be deemed to have released

1 the Released PAGA Claims and will be bound by the PAGA releases in this Agreement as of
2 the occurrence of the Effective Date. PAGA penalty settlement payments in the appropriate
3 amounts will be distributed by the Claims Administrator by mail to the PAGA Group Members
4 including to those Class Members who are PAGA Group Members who submitted a request for
5 exclusion.

6 Defendants will also provide the Claims Administrator with the names and dollar
7 amount it paid to each of the Class Members who signed a *Pick-Up-Stix* release of claims. If
8 the Class Member who signed a *Pick-Up-Stix* release received a sum less than the amount
9 calculated based on the formula provided herein, the Class Member will receive the difference
10 as part of his/her Individual Settlement Payment under the terms of this Agreement. If the
11 Class Member, who signed a *Pick-Up-Stix* release received a sum more than the amount
12 calculated based on the formula provided herein, the Class Member will receive one dollar
13 (\$1.00) under the terms of this Agreement as his/her Individual Settlement Payment and the
14 remaining amount will be added the Net Settlement Amount.

15 40. No Credit Toward Benefit Plans. All Individual Settlement Payments to Class
16 Members shall be deemed to be income to such Class Members or PAGA Group Members
17 solely in the year in which such awards actually are received by the Class Members or PAGA
18 Group Members. It is expressly understood and agreed that the receipt of such Individual
19 Settlement Payments will not entitle any Class Member or PAGA Group Member to additional
20 compensation or benefits under any company bonus, paid time off (including vacation and sick
21 leave), or other compensation or benefit plan or agreement in place during the period covered
22 by the Settlement Agreement, nor will it entitle any Class Member or PAGA Group Member to
23 any increased retirement, 401(k) benefits or matching benefits, or deferred compensation
24 benefits. It is the intent of this Settlement that the Individual Settlement Payments provided for
25 in this Agreement are the sole payments to be made by Defendants to the Class Members and
26 PAGA Group Members in connection with this Settlement, and that the Class Members and
27 PAGA Group Members are not entitled to any new or additional compensation or benefits as a
28 result of having received the Individual Settlement Payments (notwithstanding any contrary

1 language or agreement in any benefit or compensation plan document that might have been in
2 effect during the period covered by this Settlement).

3 41. Claims Administration Process. The Parties agree to cooperate in the
4 administration of this Settlement Agreement as set forth herein, and to make all reasonable
5 efforts to control and minimize the costs and expenses incurred in administration of the
6 Settlement.

7 42. Delivery of the Class List. Within seven (7) calendar days after service of a
8 Notice of Entry of Preliminary Approval, Defendants will provide the Class List to the Claims
9 Administrator.

10 43. Notice by First-Class U.S. Mail. Within seven (7) calendar days after receiving
11 the Class List from Defendants, the Claims Administrator will mail the Notice to all Class
12 Members via regular First-Class U.S. Mail.

13 44. Confirmation of Contact Information in the Class Lists. Prior to mailing, the
14 Claims Administrator will perform a search based on the National Change of Address Database
15 for information to update and correct for any known or identifiable address changes. Any
16 Notice returned to the Claims Administrator as non-deliverable on or before the Response
17 Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address, and
18 the Claims Administrator will indicate the date of such re-mailing on the Notice. If no
19 forwarding address is provided, the Claims Administrator will promptly attempt to determine
20 the correct address using a skip-trace, or other search using the name, address and/or Social
21 Security number of the Class Member involved, and will then perform a single re-mailing.
22 Those Class Members who receive a re-mailed Notice will have between the latter of (i) an
23 additional fifteen calendar (15) days or (ii) the Response Deadline to fax or postmark a Request
24 for Exclusion, submit an objection to the Settlement, or dispute workweeks.

25 45. Notice. All Class Members will be mailed the Notice. The Notice will provide:
26 (1) information regarding the nature of the Action, (2) a summary of the principal terms of this
27 Agreement, (3) the Settlement Class definition, (4) each Class Member's number of workweeks
28 worked during the Class Period and each PAGA Group Member's number of workweeks during

1 the PAGA Period, (5) each Class Member's estimated Individual Settlement Payment (including
2 the PAGA Payment, and considering the *Pick-Up Stix* payment); (6) the dates which comprise
3 the Class Period and PAGA Period, (7) instructions on how to submit valid Requests for
4 Exclusion, objections, or disputed workweeks, (8) the deadlines by which the Class Member
5 must fax or postmark Request for Exclusions, submit objections to the Settlement, or dispute
6 workweeks, and (9) the claims to be released, as set forth in this Settlement Agreement.

7 46. Request for Exclusion Procedures. Any Class Member wishing to opt out from
8 the Settlement Agreement must sign and fax or postmark a written Request for Exclusion to the
9 Claims Administrator within the Response Deadline. The date of the fax or postmark on the
10 return mailing envelope will be the exclusive means to determine whether a Request for
11 Exclusion has been timely submitted. The Parties to this Agreement and their counsel agree that
12 they will not solicit or encourage Class Members to opt-out or object to this Settlement
13 Agreement. If the Court approves the compromise of the PAGA claim, all PAGA Group
14 Members are bound by the Court's resolution of that claim and shall be deemed to have
15 released the Released PAGA Claims. Class Members who are also PAGA Group Members
16 submitting a request for exclusion will nevertheless receive their pro-rata share of the PAGA
17 Payment, and shall be deemed to have released the Released PAGA Claims and will be bound
18 by such release.

19 47. Opt Out Cap. If more than 10% of the Class Members submit a valid and timely
20 opt-out of the Settlement, Defendants will have the sole and absolute discretion to withdraw
21 from the Settlement by providing written notice of such withdrawal to Class Counsel within
22 five (5) business days after Defendants' counsel receives the opt-out information from the
23 Claims Administrator. In the event that Defendants elect to so withdraw from the Settlement,
24 Defendants will be solely responsible for any fees incurred by the Claims Administrator
25 pursuant to this Agreement, and this Agreement and any other agreements related to this
26 Settlement will become null and void and have no further force or effect, and any class certified
27 pursuant to this Agreement will be decertified for all purposes.
28

1 48. Defective Submissions. If a Class Member's Request for Exclusion is defective
2 as to the requirements listed in this Settlement Agreement, that Class Member will be given an
3 opportunity to cure the defect(s). The Claims Administrator will mail the Class Member a cure
4 letter within three (3) calendar days of receiving the defective submission to advise the Class
5 Member that his or her submission is defective and that the defect must be cured to render the
6 Request for Exclusion valid. The Class Member will have until the later of (i) Response
7 Deadline or (ii) fifteen (15) calendar days from the date of the cure letter to fax or postmark a
8 revised Request for Exclusion.

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

14 50. PAGA Settlement Terms. If the Court approves the compromise of the PAGA
15 claim, all Class Members and PAGA Group Members shall be deemed to have released the
16 Released PAGA Claims. Class Members who are also PAGA Group Members submitting a
17 request for exclusion will nevertheless be bound by the Court's resolution of the PAGA claim,
18 will be deemed to have released the Released PAGA Claims, and will receive their pro-rata
19 share of the PAGA Payment.

20 51. Objection Procedures. To object to the Settlement Agreement, a Class Member
21 may not submit a Request for Exclusion and must mail a valid Notice of Objection to the
22 Claims Administrator by the Response Deadline. The Claims Administrator will notify counsel
23 for the Parties forthwith via email. Class Counsel will lodge the objection with the Court. The
24 Notice of Objection must be signed by the Class Member and contain all information required
25 by this Settlement Agreement. The postmark date of the mailing will be deemed the exclusive
26 means for determining that the Notice of Objection is timely. Class Members who wish to
27 object will have a right to appear at the Final Approval Hearing, with or without counsel at
28 his/her own expense, in order to have their objections heard by the Court. At no time will any

1 of the Parties or their counsel seek to solicit or otherwise encourage Class Members or PAGA
2 Group Members to submit written objections to the Settlement Agreement or appeal from the
3 Final Approval Order and Judgment.

4 52. Certification Reports Regarding Individual Settlement Payment Calculations.

5 The Claims Administrator will provide Defendants' counsel and Class Counsel a weekly report
6 which certifies: (i) the number of Class Members who have submitted valid Request for
7 Exclusion and objections; and (ii) the number of any deficient Request for Exclusion.
8 Additionally, the Claims Administrator will provide to counsel for both Parties any updated
9 reports regarding the administration of the Settlement Agreement as needed or requested.

10 53. Timing of Distribution of Individual Settlement Payments. Within three (3)

11 calendar days of Defendants depositing the third and final installment payment as set forth
12 above, the Claims Administrator will issue payments to (1) Participating Class Members and
13 PAGA Group Members; (2) Plaintiff; (3) Class Counsel; and (4) the LWDA. The Claims
14 Administrator will also ensure payment of any taxes to the appropriate agencies as set forth in
15 this Agreement and will also issue a payment to itself for Court-approved services performed in
16 connection with the settlement.

17 54. Uncashed or Undeliverable Settlement Checks. Individual settlement checks

18 paid to Participating Class Members will be valid for 180 days. Participating Class Members
19 will have one hundred eighty (180) calendar days from the date of issuance of the check to cash
20 their check. For any check not cashed after 180 calendar days, the Claims Administrator will
21 send the amount represented by the check to the California State Controller Unclaimed
22 Property, with the identity of the Participating Class Member to whom the funds belong, to be
23 held for the participating Class Member per California Unclaimed Property Law, in the interest
24 of justice. The money paid to the California State Controller Unclaimed Property will remain
25 the Participating Class Member's property. This will allow Participating Class Members who
26 did not cash their checks to collect their Individual Settlement Amounts at any time in the
27 future. Therefore, there will be no unpaid residue or unclaimed or abandoned class member
28 funds, and the California Code of Civil Procedure section 384 shall not apply. The funds will

1 be held by the State until claimed by the employee and the uncashed check never ceases to be
2 the employee's property.

3 55. Increase in Workweeks. Defendants represent that that there are approximately
4 23,022 total workweeks during which Class Members performed work from May 17, 2014 to
5 November 1, 2020. In the event the total number of workweeks during which Class Members
6 performed work during the Class Period exceeds this number by more than 10%, i.e., 25,324
7 workweeks by the end of the Class Period, the Net Settlement Amount shall be increased
8 multiplying the additional number of workweeks by \$11.29, the workweek value. For example,
9 if the total number of workweeks is 26,475, Defendants would have to increase the Net
10 Settlement Amount by \$12,994.79 ($26,475 - 25,324 = 1,151 \times \$11.29 = \$12,994.79$).

11 56. Certification of Completion. Upon completion of administration of the
12 Settlement and services set forth in this Agreement, the Claims Administrator will provide a
13 written declaration under oath to certify such completion to the Court and counsel for all
14 Parties.

15 57. Treatment of Individual Settlement Payments. All Individual Settlement
16 Payments will be allocated as follows: 100% of each PAGA Groups Members' pro-rata share of
17 the PAGA Payment shall be allocated as penalties; 34% of each non-PAGA portion of the
18 Individual Settlement Payment will be allocated for the settlement of wage claims and the
19 remaining 66% of each non-PAGA portion of the Individual Settlement Payment will be
20 allocated for the settlement of interest and penalties. The portion allocated to wages in each
21 Individual Settlement Payment will be reported on an IRS Form W-2 and the portion allocated
22 to interest and penalties will be reported on an IRS Form-1099 by the Claims Administrator.

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

1 59. Defendants' Responsibility for Employer Taxes: For any portion of the Class
2 Members' Individual Settlement Payments that are designated as "wages" for purposes of tax
3 reporting, the employer's taxes, employer contributions of all federal, state, and local taxes
4 (including, but not limited to, FICA, FUTA, and SDI), will be paid in addition to the Gross
5 Settlement Amount, via and with the Claims Administrator's assistance.

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

1 TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION
2 CONTEMPLATED BY THIS AGREEMENT.

3 61. No Prior Assignments. The Parties and their counsel represent, covenant, and
4 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported
5 to assign, transfer, or encumber to any person or entity any portion of any liability, claim,
6 demand, action, cause of action or right released and discharged in this Settlement Agreement.

7 62. Release of Claims by Class Members. As of the occurrence of the Effective Date,
8 the Plaintiff and all Participating Class Members hereby do and shall be deemed to have fully,
9 finally, and forever released, settled, compromised, relinquished and discharged any and all of
10 the Released Parties of and from any and all Released Claims that arose during the Class
11 Period, and Plaintiff and all Participating Class Members, and all successors in interest, will be
12 barred from prosecuting or participating in any and all Released Claims against the Released
13 Parties.

14 a. In giving this release, the Plaintiff and all Participating Class Members
15 acknowledge that they are aware that facts may be discovered in addition to or different
16 from those which they now know or believe to be true with respect to the subject matter
17 of the release, but that they intend to, and by participating in this settlement fully,
18 finally, and forever settle and release any and all Released Parties from any and all
19 Released Claims without regard to the subsequent discovery or existence of such
20 additional or different facts.

21 b. The Parties agree for settlement purposes only that, because the Class Members
22 are so numerous, it is impossible or impracticable to have each Participating Class
23 Member execute this Agreement. Accordingly, the Notice will advise all Class
24 Members of the binding nature of the release and such notice will have the same force
25 and effect as if the Agreement were executed by each Participating Class Member.

26 c. The Plaintiff and Class Counsel represent, covenant, and warrant that they have
27 not directly or indirectly assigned, transferred, encumbered or purported to assign,
28 transfer, or encumber to any person or entity any portion of any liability, claim, demand,

1 action, cause of action, or rights released and discharged by this Settlement, except as
2 set forth in this Agreement.

3 63. PAGA Release. As of the occurrence of the Effective Date, Plaintiff, as the
4 representative for the State of California, and all PAGA Group Members, forever completely
5 release and discharge the Released Parties of the Released PAGA Claims. By operation of this
6 Agreement, notice to the LWDA pursuant to Paragraph 36, and the Court's approval of this
7 Settlement, the PAGA Group Members and the State of California are deemed to have agreed
8 not to sue or otherwise make a claim against any of the Released Parties for any of the Released
9 PAGA Claims.

10 64. Release by Plaintiff. Upon the date the Court enters an order granting final
11 approval of the settlement and Defendants fully fund the Gross Settlement Amount, in addition
12 to the Released Claims and Released PAGA Claims, Plaintiff will provide and be bound by the
13 following additional general release ("General Release"): Plaintiff, on his own behalf and on
14 behalf of his heirs, spouses, executors, administrators, attorneys, agents and assigns, fully and
15 finally releases the Released Parties from all claims, demands, rights, liabilities and causes of
16 action of every nature and description whatsoever, known or unknown, asserted or that might
17 have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule
18 or regulation arising out of, relating to, or in connection with any act or omission by or on the
19 part of any of the Released Parties committed or omitted prior to the execution of this
20 Agreement. This General Release includes any unknown claims Plaintiff does not know or
21 suspect to exist in his favor at the time of this General Release, which, if known by him, might
22 have affected his settlement with, and release of, the Released Parties or might have affected his
23 decision not to object to this Settlement or this Release. To the extent the foregoing releases
24 are releases to which Section 1542 of the California Civil Code or similar provisions of other
25 applicable law may apply, Plaintiff expressly waives any and all rights and benefits conferred
26 upon him by the provisions of Section 1542 of the California Civil Code or similar provisions
27 of applicable law which are as follows:
28

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

7 The significance of this release and waiver of Civil Code Section 1542 has been explained to
8 Plaintiff by his respective counsel. The General Release by Plaintiff expressly excludes any
9 claims for workers compensation against Defendants.

10 65. Neutral Reference. Defendants agree that they will only provide a neutral
11 reference for Plaintiff in response to any inquiry from prospective employers, provided that
12 Plaintiff directs such inquiries to Matthew Cass at 562-236-2250 or mcass@apexpress.com. In
13 response to all such inquiries so directed, Defendants shall only provide dates of employment
14 and last job title held by Plaintiff.

15 66. Nullification of Settlement Agreement. In the event that: (i) the Court does not
16 finally approve the Settlement as provided in this Settlement Agreement; or (ii) the Settlement
17 does not become final for any other reason, then this Settlement Agreement and any documents
18 generated to bring it into effect will be null and void. Any order or judgment entered by the
19 Court in furtherance of this Settlement Agreement will likewise be treated as void from the
20 beginning. In such case, the Settlement shall not be used or be admissible in any subsequent
21 proceedings, either in this Action, this Court, or any other Court or forum.

22 67. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to
23 request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary
24 Approval Order for: (i) conditional certification of the Settlement Class for settlement purposes
25 only, (ii) preliminary approval of the proposed Settlement Agreement, and (iii) setting a date
26 for a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will
27 provide for the Notice to be sent to all Class Members as specified in this Settlement
28 Agreement. In conjunction with the Preliminary Approval motion, Plaintiff will submit this

1 Settlement Agreement, which sets forth the terms of this Settlement and will include the
2 proposed Notice.

3 68. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of
4 the deadlines to fax or postmark Requests for Exclusion or submit objections to the Settlement
5 Agreement, and with the Court's permission, a Final Approval/Settlement Fairness Hearing will
6 be conducted to determine the Final Approval of the Settlement Agreement along with the
7 amounts properly payable for (i) Individual Settlement Payments; (ii) the Class Counsel Fees
8 and Costs; (iii) the Class Representative Enhancement Payment; (iv) payment to LWDA for
9 PAGA penalties; and (v) all Claims Administration Expenses. Class Counsel will be
10 responsible for drafting all documents necessary to obtain final approval. Class Counsel will
11 also be responsible for drafting the attorneys' fees and costs application to be heard at the Final
12 Approval/Settlement Fairness Hearing.

13 69. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by
14 the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present a
15 proposed Judgment to the Court for its approval. Pursuant to California Rules of Court, Rule
16 3.771(b), the Claims Administrator shall post on its website a copy of the Judgment for a period
17 of thirty days from the date the Court signs the Judgment. After entry of the Judgment, the
18 Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation
19 and enforcement of the terms of the Settlement Agreement, (ii) settlement administration
20 matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set
21 forth in this Settlement Agreement.

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

26 71. Entire Agreement. This Settlement Agreement and any attached Exhibits
27 constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous
28 written or oral agreements may be deemed binding on the Parties. The Parties expressly

1 recognize California Civil Code Section 1625 and California Code of Civil Procedure Section
2 1856(a), which provide that a written agreement is to be construed according to its terms and
3 may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such
4 extrinsic oral or written representations or terms will modify, vary or contradict the terms of
5 this Agreement.

6 72. Amendment or Modification. This Settlement Agreement may be amended or
7 modified only by a written instrument signed by counsel for all Parties or their successors-in-
8 interest.

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

20 74. Binding on Successors and Assigns. This Settlement Agreement will be binding
21 upon, and inure to the benefit of, the successors or assigns of the Parties to this Settlement
22 Agreement, as previously defined.

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

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

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

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

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

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

25 81. Mutual Preparation. The Parties have had a full opportunity to negotiate the
26 terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement
27 will not be construed more strictly against one party than another merely by virtue of the fact
28 that it may have been prepared by counsel for one of the Parties, it being recognized that,

1 because of the arms-length negotiations between the Parties, all Parties have contributed to the
2 preparation of this Agreement.

3 82. Representation By Counsel. The Parties acknowledge that they have been
4 represented by counsel throughout all negotiations that preceded the execution of this
5 Settlement Agreement, and that this Settlement Agreement has been executed with the consent
6 and advice of counsel.

7 83. All Terms Subject to Final Court Approval. All amounts and procedures
8 described in this Settlement Agreement will be subject to final Court approval.

9 84. Cooperation and Execution of Necessary Documents. All Parties will cooperate
10 in good faith and execute all documents to the extent reasonably necessary to effectuate the
11 terms of this Settlement Agreement.

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

17 86. No Admission of Liability. Nothing contained in this Settlement Agreement shall
18 be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the
19 part of Defendants. Each of the Parties has entered into this Settlement Agreement with the
20 intention to avoid further disputes and litigation, and the attendant inconvenience and expense,
21 and to fully and forever buy their respective peace. This Settlement Agreement shall be
22 inadmissible in evidence in any action or proceeding, by any party, except an action or
23 proceeding by one of the Parties to approve, interpret, or enforce the Settlement Agreement's
24 terms.

25 87. Communications. The Parties and their counsel agree that they will not publicize
26 or issue or post any press releases, advertising, or marketing, initiate any contact with the
27 media, or discuss anything with the media or public at large, about this case or the parties
28 involved, including the fact, amount, or terms of the Settlement or this Settlement Agreement.

1 If counsel for either Party receives an inquiry about the Settlement from the media, counsel may
 2 only respond that a settlement has been reached. Before the date on which the Parties file their
 3 motion for preliminary approval of the Settlement, Plaintiff and Class Counsel will not initiate
 4 any contact with Class Members about the Settlement, except that, if contacted by a Class
 5 Member, they may respond that a settlement has been reached and that the details will be
 6 communicated in a forthcoming Court-approved notice.

7 88. Disputes. Any dispute between the Parties concerning the interpretation or
 8 implementation of this Settlement Agreement will be resolved by the Court. Prior to any such
 9 resort to the Court, counsel for the Parties will confer in good faith to resolve the dispute. If the
 10 Parties are unable to resolve the dispute themselves, the dispute will be submitted to Marc
 11 Feder, Esq. for mediation before being submitted to the Court, unless the Parties agree
 12 otherwise.

13 89. Applicable Law. All terms and conditions of this Settlement Agreement and its
 14 exhibits will be governed by and interpreted according to the laws of the State of California,
 15 without giving effect to any conflict of law or choice of law principles.

16 90. Declaration Regarding Financial Hardship: Defendants shall provide a
 17 declaration from an individual with personal knowledge of their financial condition to attest to
 18 the fact that the Gross Settlement Amount needs to be paid in three installments. Plaintiff shall
 19 file the declaration with the Court in support of the motion for preliminary approval.

20 SIGNATURES

21 READ CAREFULLY BEFORE SIGNING

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 23
 24 Dated: 6/22/2021 _____

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Alfonso Mejia

DEFENDANT

Dated: _____

A.P. Express LLC

1 If counsel for either Party receives an inquiry about the Settlement from the media, counsel may
2 only respond that a settlement has been reached. Before the date on which the Parties file their
3 motion for preliminary approval of the Settlement, Plaintiff and Class Counsel will not initiate
4 any contact with Class Members about the Settlement, except that, if contacted by a Class
5 Member, they may respond that a settlement has been reached and that the details will be
6 communicated in a forthcoming Court-approved notice.

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8 implementation of this Settlement Agreement will be resolved by the Court. Prior to any such
9 resort to the Court, counsel for the Parties will confer in good faith to resolve the dispute. If the
10 Parties are unable to resolve the dispute themselves, the dispute will be submitted to Marc
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18 the fact that the Gross Settlement Amount needs to be paid in three installments. Plaintiff shall
19 file the declaration with the Court in support of the motion for preliminary approval.

20 SIGNATURES

21 READ CAREFULLY BEFORE SIGNING

22
23 PLAINTIFF

24 Dated: _____

25 Alfonso Mejia

26 DEFENDANT

27 Dated: 6/28/2021

28 Matthew J. Cess
A.P. Express LLC

Matthew J. Cess

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DEFENDANT

Dated: June 28, 2021


A.P. Express Worldwide, LLC
Matthew J. Cass

APPROVED AS TO FORM

Dated: _____, 2021

THE NOURMAND LAW FIRM, APC

By: _____

Michael Nourmand
James A. De Sario

Attorneys for Plaintiffs

ALFONSO MEJIA, on behalf of himself and
all others similarly situated

Dated: June 28, 2021

RUTAN & TUCKER, LLP

By:  _____

Brandon Sylvia
Kimberly Nayagam

Attorneys for Defendants

A.P. EXPRESS, LLC and A.P. EXPRESS
WORLDWIDE, LLC

DEFENDANT

Dated: _____

A.P. Express Worldwide, LLC

APPROVED AS TO FORM

Dated: 6/22, 2021

THE NOURMAND LAW FIRM, APC

By: _____

Michael Nourmand
James A. De Sario

Attorneys for Plaintiffs

ALFONSO MEJIA, on behalf of himself and
all others similarly situated

Dated: _____, 2021

RUTAN & TUCKER, LLP

By: _____

Brandon Sylvia
Kimberly Nayagam

Attorneys for Defendants

A.P. EXPRESS, LLC and A.P. EXPRESS
WORLDWIDE, LLC