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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN**

ANTHONY A. PACHECO and JOSUE
RODRIGUEZ, as individuals and on behalf
of all others similarly situated and aggrieved,

Plaintiffs,

v.

JCC LOGISTICS, INC., a California
corporation; CHRISTINA TESSARO aka
“Chrissy Tessaro”, an individual; and DOES 1
through 100, inclusive,
Defendants.

CASE NO.: BCV-21-102266

CLASS ACTION

**JOINT STIPULATION RE: CLASS
ACTION AND REPRESENTATIVE
ACTION SETTLEMENT**

Action Filed: September 24, 2021
Trial Date: None Set

1 This Joint Stipulation re: Class Action and Representative Action Settlement
2 (“Settlement” or “Agreement” or “Settlement Agreement”) is made by, between and among
3 plaintiffs Anthony A. Pacheco (“Pacheco”), Josue Rodriguez (“Rodriguez”), and Manuel
4 Cabrera (“Cabrera”) (collectively “Plaintiffs”), individually and on behalf of the Settlement
5 Class, as defined below, on the one hand; and defendants JCC Logistics, Inc. (“JCC Logistics”)
6 and Christina Tessaro (“Tessaro”) (collectively “Defendants”), on the other hand; in the lawsuit
7 entitled *Pacheco, et al. v. JCC Logistics, Inc. et al.*, filed in the Kern County Superior Court,
8 Case No. BCV-21-102266 (the “Action”). Plaintiffs and Defendants shall be, at times,
9 collectively referred to as the “Parties” and individually as a “Party”. This Agreement is intended
10 by the Parties to fully, finally, and forever resolve, discharge and settle the claims as set forth
11 herein, based upon and subject to the terms and conditions of this Agreement.

12 **1. DEFINITIONS**

13 **A. “Action”** means *Pacheco, et al. v. JCC Logistics, Inc., et al.*, filed in the Kern
14 County Superior Court, Case No. BCV-21-102266.

15 **B. “Aggrieved Employees”** means all non-exempt, hourly-paid employees of
16 Defendants who worked during the PAGA Period in California.

17 **C. “Class Counsel”** means: David D. Bibiyan and Jeffrey Klein of Bibiyan Law
18 Group, P.C. and Jasmin K. Gill of J. Gill Law Group, P.C. The term “Class Counsel” shall be
19 used synonymously with the term “Plaintiffs’ Counsel.”

20 **D. “Class Period”** means the period from September 24, 2017 through September
21 28, 2022.

22 **E. “Court”** means the Superior Court of the State of California for the County of
23 Kern.

24 **F. “Class Notice”** means and refers to the notice sent to Class Members after
25 preliminary approval of the Settlement in the manner described in Paragraph 9(A) of this
26 Agreement.

27 **G. “Defendants”** shall refer to defendants JCC Logistics and Christina Tessaro.

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1 **H. “Employer Taxes”** means employer-funded taxes and contributions imposed on
2 the wage portions of the Individual Settlement Payments under the Federal Insurance
3 Contributions Act, the Federal Unemployment Tax Act, and any similar state and federal taxes
4 and contributions required of employers, such as for unemployment insurance.

5 **I. “Final Approval Date”** means the later of: (1) the date the Court signs an Order
6 granting final approval of this Settlement (“Final Approval”) and Judgment; (2) if there is an
7 objector, 60 days from the date the Final Approval and Judgment; or (3) to the extent any appeals
8 have been filed, the date on which they have been resolved or exhausted.

9 **J. “General Release”** means the general release of claims by Plaintiffs, which is in
10 addition to their limited release of claims as Participating Class Members and Aggrieved
11 Employees.

12 **K. “Gross Settlement Amount”** means a non-reversionary fund in the sum of One
13 Hundred Ninety-Five Thousand Dollars and Zero Cents (\$195,000.00), which shall be paid by
14 Defendants, and from which all payments for the Individual Settlement Payments to Participating
15 Class Members, Individual PAGA Payments to Aggrieved Employees and the Court-approved
16 amounts for attorneys’ fees and reimbursement of litigation costs and expenses to Class Counsel,
17 Settlement Administration Costs, a Service Award to Plaintiffs, and the LWDA Payment for
18 resolution of Plaintiffs’ cause of action for civil penalties under the Labor Code Private
19 Attorneys’ General Act, codified at Labor Code Section 2698, *et seq.* (“PAGA”), interest and
20 certain taxes shall be paid. It expressly excludes Employer Taxes, which shall be paid by
21 Defendants separate and apart from the Gross Settlement Amount.

22 **L. “Individual PAGA Payment”** means a payment to an Aggrieved Employee of
23 his or her share of the PAGA Payment.

24 **M. “Individual Settlement Payment”** means a payment to a Participating Class
25 Member of his or her net share of the Net Settlement Amount, excluding any PAGA Payment to
26 which he or she may be entitled if he or she is also an Aggrieved Employee.

27 **N. “Individual Settlement Share”** means the gross amount of the Net Settlement
28 Amount that a Participating Class Member is projected to receive based on the number of

1 Workweeks that he or she worked as a Settlement Class Member during the Class Period if he or
2 she does not submit a timely and valid Request for Exclusion, excluding any PAGA Payment to
3 which he or she may be entitled if he or she is also an Aggrieved Employee.

4 **O. “LWDA Payment”** means the payment to the LWDA for its seventy-five percent
5 (75%) share of the total amount allocated toward penalties under the PAGA, which is to be paid
6 from the Gross Settlement Amount. The Parties have agreed that Twenty Thousand Dollars and
7 Zero Cents (\$20,000.00) shall be allocated toward PAGA penalties (“PAGA Payment”), of which
8 Fifteen Thousand Dollars and Zero Cents (\$15,000.00) will be paid to the LWDA (*i.e.*, the
9 LWDA Payment) and Five Thousand Dollars and Zero Cents (\$5,000.00) will remain a part of
10 the Net Settlement Amount for payment to Aggrieved Employees on a *pro rata* basis, based on
11 the Workweeks worked for Defendants as a non-exempt, hourly-paid employee in California in
12 the PAGA Period.

13 **P. “Net Settlement Amount”** means the portion of the Gross Settlement Amount
14 that is available for distribution to Participating Class Members after deductions for the Court-
15 approved allocations for Settlement Administration Costs, Service Awards to Plaintiffs, an award
16 of attorneys’ fees, reimbursement of litigation costs and expenses to Class Counsel, and the
17 LWDA Payment. It excludes the PAGA Payment.

18 **Q. “Operative Complaint or “Complaint”** means the Third Amended Complaint
19 to be filed with the Court in *Pacheco, et al. v. JCC Logistics, Inc., et al.*, filed in Kern County
20 Superior Court, Case No. BCV-21-102266.

21 **R. “PAGA Payment”** is the \$5,000.00 payment payable to Aggrieved Employees
22 on a *pro rata* pay period basis in addition to their Individual Settlement Share if they do not opt
23 out of the Settlement.

24 **S. “PAGA Period”** means the period from July 9, 2020, through the end of the Class
25 Period.

26 **T. “Participating Class Members”** means all Settlement Class Members who do
27 not submit a timely and valid Request for Exclusion.

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1 **U. “Participating Individual Settlement Share”** means the gross amount of the Net
2 Settlement Amount that a Participating Class Member is eligible to receive based on the number
3 of Workweeks that he or she worked as a Settlement Class Member during the Class Period once
4 all opt-outs have been factored in, excluding any Individual PAGA Payment to which he or she
5 may be entitled if he or she is also an Aggrieved Employee.

6 **V. “Parties”** shall refer to Plaintiffs and Defendants collectively.

7 **W. “Plaintiffs”** shall refer to Plaintiff Anthony A. Pacheco, Plaintiff Josue
8 Rodriguez, and Plaintiff Manuel Cabrera.

9 **X. “Preliminary Approval Date”** means the date on which the Court enters an
10 Order granting preliminary approval of the Settlement.

11 **Y. “Released Parties”** shall mean Defendants and former Cross-Defendant Jonathan
12 Cunningham, as well as each of Defendants’ past, present, and future respective affiliates,
13 parents, subsidiaries, predecessors, successors, divisions, joint ventures and assigns, and
14 Defendants’ past or present parent corporations, subsidiaries, divisions, affiliates, related entities,
15 partners, shareholders, members, directors, officers, employees, principals, agents,
16 representatives, insurers, co-insurers, re-insurers, predecessors, successors, assigns, attorneys,
17 and personal or legal representatives.

18 **Z. “Response Deadline”** means the deadline for Settlement Class Members to mail
19 any Requests for Exclusion, Objections, or Workweek Disputes to the Settlement Administrator,
20 which is forty-five (45) calendar days from the date that the Class Notice is first mailed in English
21 and Spanish by the Settlement Administrator, unless a Class Member’s notice is re-mailed. In
22 such an instance, the Response Deadline shall be fifteen (15) calendar days from the re-mailing,
23 or forty-five (45) calendar days from the date of the initial mailing, whichever is later, in which
24 to postmark a Request for Exclusion, Workweek Dispute or Objection. The date of the postmark
25 shall be the exclusive means for determining whether a Request for Exclusion, Objection, or
26 Workweek Dispute was submitted by the Response Deadline. The Settlement Administrator shall
27 inform the Class Member of the extended deadline with the re-mailed Class Notice.

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1 **AA. “Request for Exclusion”** means a written request to be excluded from the
2 Settlement Class pursuant to Section 9.C below.

3 **BB. “Service Award(s)”** means monetary amount to be paid to Plaintiff Pacheco of
4 Seven Thousand, Five Hundred Dollars and Zero Cents (\$7,500.00), Plaintiff Rodriguez of Seven
5 Thousand, Five Hundred Dollars and Zero Cents (\$7,500.00), and Plaintiff Cabrera of Seven
6 Thousand, Five Hundred Dollars and Zero Cents (\$7,500.00) which, subject to Court approval,
7 will be paid out of the Gross Settlement Amount.

8 **CC. “Settlement Administration Costs”** means all costs incurred by the Settlement
9 Administrator in administration of the Settlement, including, but not limited to, translating the
10 Class Notice to Spanish, the distribution of the Class Notice to the Settlement Class in English
11 and Spanish, calculating Individual Settlement Shares and Individual Settlement Payments and
12 associated taxes and withholdings, providing declarations, generating Individual Settlement
13 Payment checks and related tax reporting forms, doing administrative work related to unclaimed
14 checks, transmitting payment to Class Counsel for the Court-approved amounts for attorneys’
15 fees and reimbursement of litigation costs and expenses, to Plaintiffs for their Service Awards,
16 and to the LWDA from the LWDA Payment, providing weekly reports of opt-outs, objections
17 and related information, and any other actions of the Settlement Administrator as set forth in this
18 Agreement, all pursuant to the terms of this Agreement. The Settlement Administration Costs
19 are estimated not to exceed \$6,850.00. If the actual amount of the Settlement Administration
20 Costs is less than \$6,850.00, the difference between \$6,850.00 and the actual Settlement
21 Administration Costs shall be a part of the Net Settlement Amount. If the Settlement
22 Administration Costs exceed \$6,850.00, then such excess will be paid solely from the Gross
23 Settlement Amount and Defendants will not be responsible for paying any additional funds in
24 order to pay these additional costs.

25 **DD. “Settlement Administrator”** means the Third-Party Administrator, ILYM
26 Group, Inc., chosen to be responsible for the administration of the Settlement including, without
27 limitation, translating the Class Notice in Spanish, the distribution of the Individual Settlement
28

1 Payments to be made by Defendants from the Gross Settlement Amount and related matters under
2 this Agreement.

3 **EE. “Settlement Class”, “Settlement Class Members” or “Class Members”** means
4 all persons currently or formerly employed by Defendants as non-exempt, hourly-paid employees
5 during the Class Period in the State of California.

6 **FF. “Workweek”** means the number of weeks that a Settlement Class Member was
7 employed by Defendants in a non-exempt, hourly-paid position during the Class Period in
8 California, based on hire dates, re-hire dates (as applicable) and termination dates (as applicable).

9 **2. BACKGROUND**

10 **A.** On or around July 9, 2021, Plaintiff Pacheco filed with the Labor and Workforce
11 Development Agency (“LWDA”) and served on Defendants a notice under Labor Code section
12 2699.3 (the “PAGA Notice”) stating Plaintiff Pacheco intended to serve as a proxy of the LWDA
13 to recover civil penalties for Aggrieved Employees. On October 1, 2021, Plaintiff Rodriguez
14 filed a PAGA Notice with the LWDA stating an intention to seek civil penalties against
15 Defendants. The PAGA Notice alleged various violations of the Labor Code.

16 **B.** On September 24, 2021, Plaintiff Pacheco filed a putative wage-and-hour Class
17 and Representative Action Complaint in the Superior Court of California for the County of Kern,
18 Case Number NCV-21-102266 (the “Action”). Plaintiff Pacheco alleged that during the Class
19 Period, with respect to Plaintiff Pacheco and the Settlement Class Members, Defendants, *inter*
20 *alia*, failed to pay overtime and minimum wages; failed to provide complaint meal and rest
21 periods or compensation in lieu thereof; waiting time penalties; wage statement violations;
22 violated Labor Code section 2802; and engaged in unfair competition based on the alleged Labor
23 Code violations, which included Plaintiff Pacheco’s representative allegations and claims for
24 civil penalties under PAGA. Thereafter, on October 26, 2021, Plaintiff Pacheco filed a First
25 Amended Complaint adding named Plaintiff Rodriguez to the Action. On December 20, 2021,
26 Plaintiffs Pacheco and Rodriguez filed a Second Amended Complaint adding Plaintiff
27 Rodriguez’s further representative allegations and claims under PAGA.

1 **C.** Shortly after the filing of this Action, the Parties agreed to exchange formal and
2 informal discovery and attend an early mediation. Prior to mediation, Defendants agreed to
3 provide Class Counsel with, among other things: (1) all employee handbooks and wage-and-hour
4 policies in effect during the Class Period; (2) the number of current and former non-exempt
5 employees of JCC Logistics in the Class Period; (3) hire dates, re-hire dates (if applicable),
6 separation dates (if applicable), final rates of pay and job titles of each current and former non-
7 exempt employee in the Class Period; (4) a 20% samples of time and payroll record for the
8 estimated 92 Class Members; (5) exemplars of all purported written meal waivers or on-duty
9 meal period agreements (if any) in place during the Class Period and the number of employees
10 that have signed each version (if multiple versions exist); and (6) all documents pertaining to
11 Plaintiffs.

12 **D.** On September 28, 2022, the Parties participated in a mediation before Nikki Tolt,
13 Esq., a well-regarded mediator experienced in mediating complex civil disputes. The Parties did
14 not reach an agreement that day, but with the aid of the mediator's evaluation and further
15 settlement discussions through the mediator in the months that followed, the Parties reached the
16 Settlement to resolve the Action. As part of the Settlement, the Parties agreed to stipulate to
17 Plaintiffs Pacheco and Rodriguez being granted leave to file a Third Amended Complaint adding
18 Cabrera as a named plaintiff and class representative.

19 **E.** Class Counsel has conducted significant investigation of the law and facts relating
20 to the claims asserted in the Action and the PAGA Notice, and have concluded that the Settlement
21 set forth herein is fair, reasonable, adequate, and in the best interests of the Settlement Class,
22 taking into account the sharply contested issues involved, the expense and time necessary to
23 litigate the Action through trial and any appeals, the risks and costs of further litigation of the
24 Action, the risk of an adverse outcome, the uncertainties of complex litigation, the information
25 learned through informal discovery regarding Plaintiffs' allegations, and the substantial benefits
26 to be received by the Settlement Class Members.

27 **F.** Defendants have concluded that, because of the substantial expense of defending
28 against the Action, the length of time necessary to resolve the issues presented herein, and the

1 inconvenience involved, and the concomitant disruption to their business operations, it is in its
2 best interest to accept the terms of this Agreement. Defendants deny each of the allegations and
3 claims asserted against it in the Action. However, Defendants nevertheless desire to settle the
4 Action for the purpose of avoiding the burden, expense and uncertainty of continuing litigation
5 and for the purpose of putting to rest the controversies engendered by the Action.

6 **G.** This Agreement is intended to and does effectuate the full, final, and complete
7 resolution of all Class Released Claims of Plaintiffs and Participating Class Members, and all
8 PAGA Released Claims of Plaintiffs and, to the extent permitted by law, of the State of California
9 and Aggrieved Employees.

10 **3. JURISDICTION**

11 The Court has jurisdiction over the Parties and the subject matter of the Action. The
12 Action includes claims that, if proven, would authorize the Court to grant relief pursuant to the
13 applicable statutes. After the Court has granted Final Approval of the Settlement and entered
14 judgment, the Court shall retain jurisdiction over the Parties to enforce the terms of the judgment
15 pursuant to California Rule of Court, rule 3.769, subdivision (h).

16 **4. STIPULATION OF CLASS CERTIFICATION**

17 The Parties stipulate to the certification of the Settlement Class under this Agreement for
18 purposes of settlement only.

19 **5. MOTIONS FOR APPROVAL OF SETTLEMENT AND AMENDMENT OF**
20 **PLEADING**

21 After full execution of this Agreement, Plaintiffs will move for an order granting
22 preliminary approval of the Settlement, approving and directing the mailing of the proposed
23 Notice of Class Action Settlement (“Class Notice”) attached hereto as **Exhibit “A”**, conditionally
24 certifying the Settlement Class for settlement purposes only, and approving the deadlines
25 proposed by the Parties for the submission of Requests for Exclusion, Workweek Disputes, and
26 Objections. If and when the Court preliminarily approves the Settlement, and after administration
27 of the Class Notice in a manner consistent with the Court’s Preliminary Approval Order,
28 Plaintiffs will move for an order finally approving the Settlement and seek entry of a Judgment

1 in line with this Settlement. If the Court does not grant Preliminary Approval or conditions
2 Preliminary Approval on any material change to this Agreement, Class Counsel and Defense
3 Counsel will expeditiously work together on behalf of the Parties, and in good faith, to modify
4 the Agreement and otherwise satisfy the Court's concerns. As part of the Settlement, the Parties
5 hereby agree to stipulate to the filing of a Third Amended Complaint to add Cabrera as a named
6 plaintiff and class representative. The Parties also agree that whether or not the Court finally
7 approves the settlement, the operative complaint in the Action shall be the Third Amended
8 Complaint.

9 **6. STATEMENT OF NO ADMISSION**

10 Defendants deny any wrongdoing of any sort and further denies any liability to Plaintiffs,
11 the Settlement Class and Aggrieved Employees with respect to any claims or allegations asserted
12 in the Action. This Agreement shall not be deemed an admission by Defendants of any claims or
13 allegations asserted in the Action. Except as set forth elsewhere herein, in the event that this
14 Agreement is not approved by the Court, or any appellate court, is terminated, or otherwise fails
15 to be enforceable, Plaintiffs will not be deemed to have waived, limited or affected in any way
16 any claims, rights or remedies, or defenses in the Action, and Defendants will not be deemed to
17 have waived, limited, or affected in any way any of its objections or defenses in the Action. The
18 Parties shall be restored to their respective positions in the Action prior to the entry of this
19 Settlement.

20 **7. RELEASE OF CLAIMS**

21 **A. Release by All Participating Class Members.**

22 Effective only upon the entry of an Order granting Final Approval of the Settlement, entry
23 of Judgment, and payment by Defendants to the Settlement Administrator of the full Gross
24 Settlement Amount and Employer's Taxes necessary to effectuate the Settlement, Plaintiffs and
25 all Participating Class Members release the Released Parties of all claims against the Released
26 Parties asserted in the Operative Complaint, or any and all claims that could have been asserted
27 against the Released Parties based on the factual allegations in the Operative Complaint,
28 including: (a) all claims for failure to pay minimum wages; (b) all claims for failure to pay

1 overtime wages; (c) all claims for failure to provide compliant meal and rest periods or
2 compensation in lieu thereof; (d) failure to timely pay all wages due upon termination or
3 resignation; (e) all claims for non-compliant wage statements; (f) failure to reimburse business
4 expenses; and (g) all claims asserted through California Business & Professions Code § 17200
5 *et seq.* arising out of the Labor Code violations referenced in the Operative Complaint (the “Class
6 Released Claims”).

7 **B. Release by All Aggrieved Employees**

8 For Aggrieved Employees, the release includes, for the duration of the PAGA Period, all
9 claims asserted in the PAGA Notice and alleged in the Operative Complaint, including all claims
10 for civil penalties under PAGA arising out of Labor Code Sections 210, 226.3, 558, 1174.5,
11 1197.1, and 2699 based on the factual allegations and Labor Code sections alleged to have been
12 violated in the PAGA Notice and Operative Complaint, which includes, without limitation, Labor
13 Code sections 96, 98.6, 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 232, 232.5, 246 *et seq.*,
14 432, 510, 512, 558.1, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198.5, 2699,
15 2802 and 2810.5 (the “PAGA Released Claims”). The Class Released Claims and PAGA
16 Released Claims shall be referred to herein as the “Released Claims”.

17 **C. Claims Not Released**

18 The releases above expressly exclude all other claims, including claims for vested
19 benefits, wrongful termination, unemployment insurance, disability, social security, workers’
20 compensation, claims arising under the Fair Employment and Housing Act and California Family
21 Rights Act, and any other claims outside of the Class Released Claims of Participating Class
22 Members, including Plaintiffs, arising during the Class Period and the PAGA Released Claims
23 of Aggrieved Employees, including Plaintiffs (and, to the extent permitted by law, the State of
24 California) arising outside of the PAGA Period.

25 **D. General Release.**

26 Effective only upon the entry of an Order granting Final Approval of the Settlement, entry
27 of Judgment and payment by Defendant to the Settlement Administrator selected of the full Gross
28 Settlement Amount and Employers’ Taxes necessary to effectuate the Settlement, in addition to

1 the Released Claims, the Named Plaintiffs make the additional following General Release:
2 Named Plaintiffs release the Released Parties from all claims, demands, rights, liabilities and
3 causes of action of every nature and description whatsoever, known or unknown, asserted or that
4 might have been asserted, whether in tort, contract, or for violation of any state or federal statute,
5 rule, law or regulation arising out of, relating to, or in connection with any act or omission of the
6 Released Parties through the date of full execution of this Agreement in connection with
7 Plaintiffs' employment with Defendant or termination thereof, except for any and all other claims
8 that may not be released as a matter of law through this Agreement. To the extent of the General
9 Release provided herein, Named Plaintiffs stipulate and agree that, upon entry of an Order
10 granting Final Approval of the Settlement, entry of Judgment and payment by Defendant to the
11 Settlement Administrator selected of the full Gross Settlement Amount and Employers' Taxes
12 necessary to effectuate the Settlement, they shall have expressly waived and relinquished, to the
13 fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the
14 California Civil Code, or any other similar provision under federal or state law, which provides:

15 A general release does not extend to claims that the creditor or
16 releasing party does not know or suspect to exist in his or her favor
17 at the time of executing the release and that, if known by him or
18 her, would have materially affected his or her settlement with the
19 debtor or released party.

20 Plaintiffs' release of claims as Participating Class Members and Aggrieved Employee, as
21 well as their General Release and Civil Code section 1542 waiver expressly excludes any release
22 or waiver for any and all claims that may be brought, have been brought, or could have been
23 brought by any Plaintiff for wrongful termination, discrimination, retaliation, harassment, failure
24 to prevent harassment or discrimination or under the Fair Employment and Housing Act and/or
25 California Family Rights Act, and related claims.

26 **8. SETTLEMENT ADMINISTRATOR**

27 Plaintiffs and Defendants, through their respective counsel, have selected ILYM Group,
28 Inc. to administer the Settlement, which includes but is not limited to translating the Class Notice
 to Spanish, distributing and responding to inquiries about the Class Notice and calculating all

1 amounts to be paid from the Gross Settlement Amount. Charges and expenses of the Settlement
2 Administrator, currently estimated to be \$6,850.00 will be paid from the Gross Settlement
3 Amount. If the actual amount of the Settlement Administration Costs is less than \$6,850.00, the
4 difference between \$6,850.00 and the actual Settlement Administration Costs shall be a part of
5 the Net Settlement Amount. If the Settlement Administration Costs exceed \$6,850.00, then such
6 excess will be paid solely from the Gross Settlement Amount and Defendants will not be
7 responsible for paying any additional funds in order to pay these additional costs.

8 **9. NOTICE, WEEKLY PAY PERIOD DISPUTE, OBJECTION, AND EXCLUSION**
9 **PROCESS**

10 **A. Notice to the Settlement Class Members.**

11 (1) Within fifteen (15) calendar days after the Preliminary Approval Date,
12 Defendants' Counsel shall provide the Settlement Administrator, in Microsoft Excel format, with
13 information with respect to each Settlement Class Member, including his or her: (1) name, last
14 known address(es) and last known telephone number(s) currently in Defendants' possession,
15 custody, or control; (2) Social Security Number in Defendants' possession, custody, or control;
16 and (3) the hire dates, re-hire dates (if applicable) and termination dates (if applicable) for each
17 Settlement Class Member ("Class List"). The Settlement Administrator shall perform an address
18 search using the United States Postal Service National Change of Address ("NCOA") database
19 and update the addresses contained on the Class List with the newly found addresses, if any.
20 Within seven (7) calendar days of receiving the Class List from Defendants, the Settlement
21 Administrator shall mail the Class Notice in English and Spanish to the Settlement Class
22 Members via first-class regular U.S. Mail using the most current mailing address information
23 available. The Settlement Administrator shall maintain a list with names and all addresses to
24 which notice was given, and digital copies of all the Settlement Administrator's records
25 evidencing the giving of notice to any Settlement Class Member, for at least four (4) years from
26 the Final Approval Date. Such information shall be available to Class Counsel and Defendants'
27 Counsel upon request.

28 (2) The Class Notice will set forth:

- (a) the Settlement Class Member's estimated Individual Settlement Payment and Individual PAGA Payment, and the basis for each;
- (b) the information required by California Rule of Court, rule 3.766, subdivision (d);
- (c) the material terms of the Settlement;
- (d) the proposed Settlement Administration Costs;
- (e) the definition of the Settlement Class;
- (f) a statement that the Court has preliminarily approved the Settlement;
- (g) how the Settlement Class Member can obtain additional information, including contact information for Class Counsel;
- (h) information regarding opt-out and objection procedures;
- (i) the date and location of the Final Approval Hearing; and
- (j) that the Settlement Class Member must notify the Settlement Administrator no later than the Response Deadline if the Settlement Class Member disputes the accuracy of the number of Weekly Pay Periods as set forth on his or her Class Notice ("Workweek Dispute"). If a Settlement Class Member fails to timely dispute the number of Workweeks attributed to him or her in conformity with the instructions in the Class Notice, then he or she shall be deemed to have waived any objection to its accuracy and any claim to any additional settlement payment based on different data.

(3) If a Class Notice from the initial notice mailing is returned as undeliverable, the Settlement Administrator will attempt to obtain a current address for the Settlement Class Member to whom the returned Class Notice had been mailed, within five (5) calendar days of receipt of the returned Class Notice, by: (1) contacting the Settlement Class Member by phone, if possible, and (2) undertaking skip tracing. If the Settlement Administrator

1 is successful in obtaining a new address, it will re-mail the Class Notice to the Settlement Class
2 Member within three (3) business days. Further, any Class Notices that are returned to the
3 Settlement Administrator with a forwarding address before the Response Deadline shall be
4 promptly re-mailed to the forwarding address affixed thereto within three (3) business days by
5 the Settlement Administrator.

6 (4) No later than seven (7) calendar days from the Response Deadline, the
7 Settlement Administrator shall provide counsel for the Parties with a declaration attesting to the
8 completion of the notice process, including the number of attempts to obtain valid mailing
9 addresses for and re-sending of any returned Class Notices, as well as the identities, number of,
10 and copies of all Requests for Exclusion and objections/comments received by the Settlement
11 Administrator.

12 **B. Objections.**

13 Only Participating Class Members may object or comment regarding the Settlement. In
14 order for any Settlement Class Member to object to this Settlement in writing, or any term of it,
15 he or she must do so by mailing a written objection to the Settlement Administrator at the address
16 or phone number provided on the Class Notice no later than the Response Deadline. The
17 Settlement Administrator shall email a copy of the objection forthwith to Class Counsel and
18 Defendants' counsel and attach each objection, if any, to the declaration that Class Counsel files
19 with the Court in support of the Motion for Final Approval. The objection should set forth in
20 writing: (1) the Objector's name; (2) the Objector's address; (3) the last four digits of the
21 Objector's Social Security Number; (4) the Objector's signature; (5) a statement of whether the
22 Objector plans to appear at the Final Approval Hearing; and (6) the reason(s) for the Objection,
23 along with whatever legal authority, if any, the Objector asserts in support of the Objection. If a
24 Settlement Class Member objects to the Settlement, the Settlement Class Member will remain a
25 member of the Settlement Class and if the Court approves this Agreement, the Settlement Class
26 Member will be bound by the terms of the Settlement in the same way and to the same extent as
27 a Settlement Class Member who does not object. The date of mailing of the Class Notice to the
28 objecting Settlement Class Member shall be conclusively determined according to the records of

1 the Settlement Administrator. Settlement Class Members need not object in writing to be heard
2 at the Final Approval Hearing; they may object or comment in person at the hearing at their own
3 expense. Class Counsel and Defendants' Counsel may respond to any objection lodged with the
4 Court up to five (5) court days before the Final Approval Hearing.

5 **C. Requesting Exclusion.**

6 Any Settlement Class Member may request exclusion from (*i.e.*, "opt out" of) the
7 Settlement by mailing a written request to be excluded from the Settlement ("Request for
8 Exclusion") to the Settlement Administrator, postmarked on or before the Response Deadline (or
9 the extended Response Deadline if the Class Notice is re-mailed). To be valid, a Request for
10 Exclusion must include: (1) the Class Member's name; (2) the Class Member's Social Security
11 Number; (3) the Class Member's signature; and (4) the following statement or something to its
12 effect: "Please exclude me from the Settlement Class in the *Pacheco, et al. v. JCC Logistics, Inc,*
13 *et al.* matter" or any statement standing for the proposition that the Class Member does not wish
14 to participate in the Settlement. The Settlement Administrator shall immediately provide copies
15 of all Requests for Exclusion to Class Counsel and Defendants' Counsel and shall report the
16 Requests for Exclusions that it receives, to the Court, in its declaration to be provided in advance
17 of the Final Approval Hearing. Any Settlement Class Member who requests exclusion using this
18 procedure will not be entitled to receive any payment from the Settlement and will not be bound
19 by the Settlement Agreement or have any right to object to, appeal, or comment on the
20 Settlement. Any Settlement Class Member who does not opt out of the Settlement by submitting
21 a timely and valid Request for Exclusion will be bound by all terms of the Settlement, including
22 those pertaining to the Released Claims, as well as any Judgment that may be entered by the
23 Court if Final Approval of the Settlement is granted. A Settlement Class Member cannot submit
24 both a Request for Exclusion and an objection. If a Settlement Class Member submits an
25 objection and a Request for Exclusion, the Request for Exclusion will control and the Objection
26 will be void. Settlement Class Members who worked during the PAGA Period that submit a valid
27 Request for Exclusion will still be deemed Aggrieved Employees, will still receive their
28

1 Individual PAGA Payment, and will be bound by the release encompassed in the PAGA Released
2 Claims.

3 **D. Disputes Regarding Settlement Class Members' Workweeks Data.**

4 Class Members will have an opportunity to dispute the information provided in their Class
5 Notice. To the extent Class Members dispute the number of Workweeks to which they have been
6 credited, Class Members may produce evidence to the Settlement Administrator showing that
7 such information is inaccurate. Absent evidence rebutting Defendants' records, Defendants'
8 records will be presumed determinative. However, if a Class Member produces evidence to the
9 contrary, the Settlement Administrator will evaluate the evidence submitted by the Class Member
10 and will make the final decision as to the number of Workweeks that should be applied. All such
11 disputes are to be resolved not later than ten (10) calendar days after the Response Deadline.

12 **E. Extension of Response Deadline for Remailing**

13 If a Class Member's notice is re-mailed, the Class Member shall have fifteen (15) days
14 from the re-mailing, or forty-five (45) days from the date of the initial mailing, whichever is later,
15 in which to postmark a Request for Exclusion, written Objection or to dispute their attributed
16 workweek count in the Class Period and/or PAGA Period.

17 **F. Cooperation**

18 If the Settlement Administrator, Defendants, or Class Counsel are contacted by or
19 otherwise discovers any persons who believe they should have been included in the Class Data
20 and should have received a Class Notice, the Parties will expeditiously meet and confer, and in
21 good faith in an effort to agree on whether to include them as Class Members. If the Parties
22 agree, such persons will be Class Members entitled to the same rights as other Class Members,
23 and the Settlement Administrator will send, via email or overnight delivery, a Class Notice
24 requiring them to exercise options under this Agreement not later than fifteen (15) days after
25 receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

26 ///

27 ///

28 ///

10. **INDIVIDUAL SETTLEMENT PAYMENTS AND INDIVIDUAL PAGA
PAYMENTS TO PARTICIPATING CLASS MEMBERS**

Individual Settlement Payments will be calculated and distributed to Participating Class Members from the Net Settlement Amount on a *pro rata* basis, based on the Participating Class Members' respective number of Workweeks during the Class Period. Individual PAGA Payments to Aggrieved Employees will be calculated and distributed to Aggrieved Employees from the PAGA Payment on a *pro rata* basis based on Aggrieved Employees' respective number of Workweeks during the PAGA Period. Specific calculations of the Individual Settlement Shares and Individual PAGA Payments to Aggrieved Employees will be made as follows:

A. The Settlement Administrator will determine the total number of Workweeks worked by each Settlement Class Member during the Class Period ("Class Member's Workweeks"), as well as the aggregate number of Workweeks worked by all Settlement Class Members during the Class Period ("Class Workweeks"). Additionally, the Settlement Administrator will determine the total number of Workweeks worked by each Aggrieved Employee during the PAGA Period ("Aggrieved Employee's Workweeks"), as well as the aggregate number of Workweeks worked by all Aggrieved Employees during the PAGA Period ("PAGA Workweeks").

B. To determine each Settlement Class Member's Individual Settlement Share, the Settlement Administrator will use the following formula: Individual Settlement Share = (Settlement Class Member's Workweeks ÷ Class Workweeks) × Net Settlement Amount.

C. To determine each Participating Class Member's Participating Individual Settlement Share, the Settlement Administrator will determine the aggregate number of Workweeks worked by all Participating Class Members during the Class Period ("Participating Class Workweeks") and use the following formula: Individual Settlement Share = (Participating Class Member's Workweeks ÷ Participating Class Workweeks) × Net Settlement Amount.

1 **D.** The net amount of the Participating Individual Settlement Share is to be paid out
2 to Participating Class Members by way of check and is referred to as “Individual Settlement
3 Payment(s)”.

4 **E.** To determine each Aggrieved Employee’s Individual PAGA Payment, the
5 Settlement Administrator will use the following formula: Aggrieved Employee’s Individual
6 PAGA Payment = ([Aggrieved Employee’s Workweeks ÷ PAGA Workweeks] x \$5,000.00)
7 (the “PAGA Payment”).

8 **F.** Individual Settlement Payments and Individual PAGA Payments shall be paid
9 to Participating Class Members and/or Aggrieved Employees by way of check. When a
10 Participating Class Member is also an Aggrieved Employee, one check may be issued that
11 aggregates both the Individual Settlement Payment and the Individual PAGA Payment.

12 **11. DISTRIBUTION OF PAYMENTS**

13 **A. Distribution of Individual Settlement Payments.**

14 Participating Class Members will receive an Individual Settlement Payment. All
15 Aggrieved Employees, regardless of whether they submit a valid Request for Exclusion or not,
16 will receive their Individual PAGA Payment. Individual Settlement Payment checks and
17 Individual PAGA Payment checks shall remain valid and negotiable for one hundred and eighty
18 (180) calendar days after the date of their issuance. Within seven (7) calendar days after
19 expiration of the 180-day period, checks for such payments shall be canceled and funds
20 associated with such checks shall be considered unpaid, unclaimed or abandoned cash residue
21 pursuant to Code of Civil Procedure section 384 (“Unpaid Residue”). The Unpaid Residue
22 plus accrued interest, if any, as provided in Code of Civil Procedure section 384, shall be
23 transmitted as follows: to Court Appointed Special Advocates (CASA) of Kern County for use
24 in Kern County, State of California. A partner of defense counsel’s law firm serves as a
25 volunteer member of the Board of Directors for CASA of Kern County but has no financial
26 interest in the organization. That partner is not in any way involved with this Agreement or the
27 settlement of the class action or PAGA claims. The Parties and their counsel, by signing this
28 Agreement, agree that they have no interest in the governance of the *cy pres* recipient, nor do

1 they have a conflict of interest with the *cy pres* recipient designated herein. The Settlement
2 Administrator shall prepare a report regarding the distribution plan pursuant to Code of Civil
3 Procedure section 384 and the report shall be presented to the Court by Class Counsel along
4 with a proposed amended judgment that is consistent with the provisions of Code of Civil
5 Procedure section 384.

6 **B. Funding of Settlement.**

7 Within thirty (30) days after the Final Approval Date of the Settlement, Defendants shall
8 deposit the full amount of the Gross Settlement Amount of One Hundred Ninety-Five Thousand
9 Dollars and Zero Cents (\$195,000.00) plus the employer's share of payroll taxes to the Settlement
10 Administrator in addition to Employer's Taxes pursuant to Internal Revenue Code section
11 1.468B-1 for deposit in an interest-bearing qualified settlement account ("QSA") with an FDIC
12 insured banking institution, for distribution in accordance with this Agreement and the Court's
13 orders and subject to the conditions described herein.

14 Individual Settlement Payments and Individual PAGA Payments shall be paid
15 exclusively from the QSA, pursuant to the settlement formula set forth herein. Payments from
16 the QSA shall be made for (1) the Service Awards to Plaintiffs as specified in this Agreement
17 and approved by the Court; (2) the Attorneys' Fees and Cost Award to be paid to Class Counsel,
18 as specified in this Agreement and approved by the Court; (3) the Settlement Administrator
19 Costs, as specified in this Agreement and approved by the Court; and (4) the LWDA Payment,
20 as specified in this Agreement. \$5,000 shall be allocated to payment to Aggrieved Employees
21 of Individual PAGA Payments as set forth herein. The balance and any accrued interest thereon
22 remaining shall constitute the Net Settlement Amount from which Individual Settlement
23 Payments shall be made to Participating Class Members, less applicable taxes and withholdings.
24 All interest accrued shall be for the benefit of Participating Class Members and distributed on a
25 *pro rata* basis.

26 **C. Time for Distribution.**

27 No more than seven (7) calendar days after payment of the full Gross Settlement Amount
28 by Defendants, as well as Employer Taxes, or after the Final Order and Judgment following a

1 Final Fairness and Approval hearing, whichever is later, the Settlement Administrator shall
2 distribute all payments due under the Settlement, including the Individual Settlement Payments
3 to Participating Class Members and Individual PAGA Payments to Aggrieved Employees, as
4 well as the Court-approved payments for the Service Awards to Plaintiffs, attorneys' fees and
5 litigation costs and expenses to Class Counsel, administration costs to the Settlement
6 Administrator, and the LWDA Payment to the LWDA.

7 **12. ATTORNEYS' FEES AND LITIGATION COSTS**

8 Class Counsel shall apply for, and Defendants shall not oppose, an award of attorneys'
9 fees of up to thirty-five percent (35%) of the Gross Settlement Amount, which shall amount to
10 Sixty-Eight Thousand Two Hundred Fifty Dollars and Zero Cents (\$68,250.00). Class Counsel
11 shall further apply for, and Defendants shall not oppose, an application or motion by Class
12 Counsel for reimbursement of actual costs associated with Class Counsel's prosecution of this
13 matter as set forth by declaration testimony in an amount up to Twenty-Five Thousand Dollars
14 and Zero Cents (\$25,000.00). Awards of attorneys' fees and costs shall be paid out of the Gross
15 Settlement Amount, for all past and future attorneys' fees and costs necessary to prosecute, settle,
16 and obtain Final Approval of the settlement in the Action. The "future" aspect of the amounts
17 stated herein includes, without limitation, all time and expenses expended by Class Counsel
18 (including any appeals therein), except for any matters that arise from Defendants' failure to
19 materially comply with the terms of this Agreement. There will be no additional charge of any
20 kind to either the Settlement Class Members or request for additional consideration from
21 Defendants for such work unless, in the event of a material breach of this Agreement by
22 Defendants, Plaintiffs are required to move the Court for enforcement of this Agreement. Should
23 the Court approve attorneys' fees and/or litigation costs and expenses in amounts that are less
24 than the amounts provided for herein, then the unapproved portion(s) shall be a part of the Net
25 Settlement Amount.

26 **13. SERVICE AWARDS TO PLAINTIFFS**

27 Plaintiffs shall seek, and Defendants shall not oppose, service awards for Plaintiffs in an
28 amount not to exceed Seven Thousand, Five Hundred Dollars and Zero Cents (\$7,500.00) each,

for a total of Twenty-Two Thousand Dollars and Zero Cents (\$22,500.00) to Plaintiffs, for their participation in and assistance with the Action. Any Service Awards awarded to Plaintiffs shall be paid from the Gross Settlement Amount and shall be reported on an IRS Form 1099. If the Court approves a Service Award to Plaintiffs in less than the amounts sought herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

14. TAXATION AND ALLOCATION

A. Each Individual Settlement Share shall be allocated as follows: 20% as wages (to be reported on an IRS Form W2); and 80% as interest and penalties (to be reported on an IRS Form 1099). The Individual PAGA Payments to the Aggrieved Employees shall be allocated entirely as penalties (to be reported on an IRS Form 1099). The Parties agree that the employee's share of taxes and withholdings with respect to the wage-portion of the Individual Settlement Share will be withheld from the Individual Settlement Share in order to yield the Individual Settlement Payment. The amount of federal income tax withholding will be based upon a flat withholding rate for supplemental wage payments in accordance with Treas. Reg. § 31.3402(g)-1(a)(2) as amended or supplemented. Income tax withholding will also be made pursuant to applicable state and/or local withholding codes or regulations. Forms W-2 and/or Forms 1099 will be distributed by the Settlement Administrator at times and in the manner required by the Internal Revenue Code of 1986 (the "Code") and consistent with this Agreement. If the Code, the regulations promulgated thereunder, or other applicable tax law, is changed after the date of this Agreement, the processes set forth in this Section may be modified in a manner to bring Defendants into compliance with any such changes.

B. Defendants will pay the employer's share of payroll taxes as required by law separate, apart and above from the Gross Settlement Amount by lodging the amount of said payroll taxes with the Settlement Administrator. Any Incentive Awards approved by the Court, as well as the payment of PAGA penalties, will result in the issuance of a Form 1099 to Plaintiffs as class representatives, who shall assume full responsibility and liability for the payment of taxes due on such award. Aside from employer-side payroll taxes owed by Defendants on the Gross Settlement Amount, Defendants shall not be responsible for any tax

1 consequences for Plaintiffs or any employee or recipient of settlement funds paid as a result of
2 this settlement.

3 C. Neither Counsel for Plaintiffs nor Defendants intend anything contained in this
4 Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Agreement
5 be relied upon as such within the meaning of United States Treasury Department Circular 230
6 (31 C.F.R. Part 10, as amended) or otherwise.

7 **15. PRIVATE ATTORNEYS' GENERAL ACT ALLOCATION**

8 The Parties agree to allocate Twenty Thousand Dollars and Zero Cents (\$20,000.00) of
9 the Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, seventy-five
10 percent (75%) of the amount allocated toward PAGA (\$15,000.00) will be paid to the LWDA
11 (*i.e.*, the LWDA Payment), and twenty-five percent (25%) of the amount allocated toward PAGA
12 (\$5,000.00) shall be deemed the "PAGA Payment" and distributed to Aggrieved Employees on
13 a *pro rata* basis based upon their respective Workweeks worked during the PAGA Period (*i.e.*,
14 the Individual PAGA Payments).

15 **16. COURT APPROVAL**

16 This Agreement is contingent upon an order by the Court granting Final Approval of the
17 Settlement, and that the LWDA does not intervene and/or object to the Settlement. In the event
18 it becomes impossible to secure approval of the Settlement by the Court and the LWDA, the
19 Parties shall be restored to their respective positions in the Action prior to entry of this Settlement.
20 If this Settlement Agreement is voided, not approved by the Court or approval is reversed on
21 appeal, it shall have no force or effect and no Party shall be bound by its terms except to the
22 extent: (a) the Court reserves any authority to issue any appropriate orders when denying
23 approval; and/or (b) there are any terms and conditions in this Settlement Agreement specifically
24 stated to survive the Settlement Agreement being voided or not approved, and which control in
25 such an event.

26 **17. INCREASE IN WORKWEEKS**

27 Defendants estimate, based on their calculations, that there are no more than 6,511
28 Workweeks worked during the Class Period. In the event the number of Workweeks increases

by more than 5%, (i.e., more than 326 Workweeks) during the Class Period, then the Class Period shall end on the date the number of Workweeks during the Class Period reaches 6,837 (6,511 Workweeks + 326 Workweeks). The Gross Settlement Amount not change as a result of the final determination of the total Workweeks worked in relation to Defendants' estimate of 6,511.

18. NOTICE OF JUDGMENT

In addition to any duties set out herein, the Settlement Administrator shall provide notice of the Final Judgment entered in the Action by posting the same on its website for at least four (4) years after the Judgment becomes final.

19. MISCELLANEOUS PROVISIONS

A. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes.

This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; not should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval, or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement, and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

B. Attorney Authorization.

Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Class Representatives and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its

1 terms, and to execute any other documents reasonably required to effectuate the terms of this
2 Agreement including any amendments to this Agreement.

3 **C. No Prior Assignments.**

4 The Parties separately represent and warrant that they have not directly or indirectly
5 assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person
6 or entity and portion of any liability, claim, demand, action, cause of action, or right released
7 and discharged by the Party in this Settlement.

8 **D. No Tax Advice.**

9 Neither Plaintiffs, Class Counsel, Defendants, nor Defense Counsel are providing any
10 advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such
11 within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as
12 amended) or otherwise.

13 **E. Modification of Agreement.**

14 This Agreement, and all parts of it, may be amended, modified, changed, or waived
15 only by an express written instrument signed by all Parties or their representatives, and
16 approved by the Court.

17 **F. Agreement Binding on Successors.**

18 This Agreement will be binding upon, and inure to the benefit of, the successors of
19 each of the Parties.

20 **G. Applicable Law.**

21 All terms and conditions of this Agreement and its exhibits will be governed by and
22 interpreted according to the internal laws of the state of California, without regard to conflict
23 of law principles.

24 **H. Cooperation in Drafting.**

25 The Parties have cooperated in the drafting and preparation of this Agreement. This
26 Agreement will not be construed against any Party on the basis that the Party was the drafter
27 or participated in the drafting.

28 ///

1 **I. Confidentiality.**

2 To the extent permitted by law, all agreements made, and orders entered during
3 Action and in this Agreement relating to the confidentiality of information shall survive the
4 execution of this Agreement.

5 **J. Headings.**

6 The descriptive heading of any section or paragraph of this Agreement is inserted for
7 convenience of reference only and does not constitute a part of this Agreement.

8 **K. Stay of Litigation.**

9 The Parties agree that upon the execution of this Agreement the litigation shall be
10 stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon
11 the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring
12 a case to trial under CCP section 583.310 for the entire period of this settlement process.

13 **L. Interpretation of the Agreement.**

14 This Agreement constitutes the entire agreement between Plaintiffs and Defendants with
15 respect to its subject matter. Except as expressly provided herein, this Agreement has not been
16 executed in reliance upon any other written or oral representations or terms, and no such extrinsic
17 oral or written representations or terms shall modify, vary or contradict its terms. In entering
18 into this Agreement, the Parties agree that this Agreement is to be construed according to its
19 terms and may not be varied or contradicted by extrinsic evidence. The Agreement will be
20 interpreted and enforced under the laws of the State of California, both in its procedural and
21 substantive aspects, without regard to its conflict of law provisions. Any claim arising out of or
22 relating to the Agreement, or the subject matter hereof, will be resolved solely and exclusively
23 in the Superior Court of the State of California for the County of Kern, and Plaintiffs and
24 Defendants hereby consent to the personal jurisdiction of the Court in the Action over it solely
25 in connection therewith. Plaintiffs, on Plaintiffs' own behalf and on behalf of the Settlement
26 Class, and Defendants participated in the negotiation and drafting of this Agreement and had
27 available to them the advice and assistance of independent counsel. As such, neither Plaintiffs
28 nor Defendants may claim that any ambiguity in this Agreement should be construed against the

1 other. The Agreement may be modified only by a writing signed by counsel for the Parties and
2 approved by the Court.

3 **M. Further Cooperation.**

4 Plaintiffs, Defendants, and their respective attorneys shall proceed diligently to prepare
5 and execute all documents, to seek the necessary approvals from the Court, and to do all things
6 reasonably necessary to consummate the Settlement as expeditiously as possible. The Parties
7 agree that they will not take any action inconsistent with this Agreement, including, without
8 limitation, encouraging Class Members to opt out of the Settlement. In the event the Court finds
9 that any Party has taken actions inconsistent with the Settlement, including, without limitation,
10 encouraging Class Members to opt out of the Settlement, the Court may take any corrective
11 actions, including enjoining any Party from communicating regarding the Settlement on an *ex*
12 *parte* basis, issuing (a) corrective notice(s), awarding monetary, issue, evidentiary and/or
13 terminating sanctions against that Party, and/or enforcing this Agreement despite the presence of
14 opt-outs and/or objections.

15 **N. Counterparts.**

16 The Agreement may be executed in one or more actual or non-original counterparts, all
17 of which will be considered one and the same instrument and all of which will be considered
18 duplicate originals.

19 **P. Authority.**

20 Each individual signing below warrants that he or she has the authority to execute this
21 Agreement on behalf of the party for whom or which that individual signs.

22 **Q. No Third-Party Beneficiaries.**

23 Plaintiffs, Participating Class Members, Aggrieved Employees, Class Counsel, and
24 Defendants are direct beneficiaries of this Agreement, but there are no third-party beneficiaries.

25 **R. Deadlines Falling on Weekends or Holidays.**

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

28 **S. Severability.**

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

6 **T. Jurisdiction of the Court**

7 Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
8 jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of
9 this Settlement Agreement and all orders and judgments entered in connection therewith, and the
10 Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of
11 interpreting, implementing, and enforcing the settlement embodied in this Settlement Agreement
12 and all orders and judgments entered in connection therewith

13
14 **IT IS SO AGREED:**

15 Dated: 5/11
16 _____, 2024

 (May 11, 2024 09:25 PDT)

17 ANTHONY A. PACHECO
18 Plaintiff and Class Representative

19 **IT IS SO AGREED:**

20 Dated: _____, 2024

21 JOSUE RODRIGUEZ
22 Plaintiff and Class Representative

23 **IT IS SO AGREED:**

24 Dated: _____, 2024

25 MANUEL CABRERA
26 Plaintiff and Class Representative

27 **IT IS SO AGREED:**

28 Dated: _____, 204

Defendant Christina Tessaro

1 In the event that one or more of the provisions contained in this Agreement shall for any
2 reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
3 unenforceability shall in no way effect any other provision if Defendants' Counsel and Class
4 Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed
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8 jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of
9 this Settlement Agreement and all orders and judgments entered in connection therewith, and the
10 Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of
11 interpreting, implementing, and enforcing the settlement embodied in this Settlement Agreement
12 and all orders and judgments entered in connection therewith

13
14 **IT IS SO AGREED:**

15
16 Dated: _____, 2024

ANTHONY A. PACHECO
Plaintiff and Class Representative

17 **IT IS SO AGREED:**

18 Dated: **05/17/24**
19 _____, 2024


Josue Rodriguez (May 17, 2024 05:40 PDT)

JOSUE RODRIGUEZ
Plaintiff and Class Representative

20 **IT IS SO AGREED:**

21
22 Dated: _____, 2024

MANUEL CABRERA
Plaintiff and Class Representative

23
24 **IT IS SO AGREED:**

25
26 Dated: _____, 204

Defendant Christina Tessaro

1 In the event that one or more of the provisions contained in this Agreement shall for any
2 reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
3 unenforceability shall in no way effect any other provision if Defendants' Counsel and Class
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10 Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of
11 interpreting, implementing, and enforcing the settlement embodied in this Settlement Agreement
12 and all orders and judgments entered in connection therewith

13
14 **IT IS SO AGREED:**

15
16 Dated: _____, 2024

ANTHONY A. PACHECO
Plaintiff and Class Representative

17 **IT IS SO AGREED:**

18
19 Dated: _____, 2024

JOSUE RODRIGUEZ
Plaintiff and Class Representative

20 **IT IS SO AGREED:**

21
22 Dated: **6/10** _____, 2024



[Manuel Cabrera \(Jun 10, 2024 16:50 PDT\)](#)
MANUEL CABRERA
Plaintiff and Class Representative

23
24 **IT IS SO AGREED:**

25
26 Dated: _____, 204

Defendant Christina Tessaro

1 In the event that one or more of the provisions contained in this Agreement shall for any
2 reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
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10 Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of
11 interpreting, implementing, and enforcing the settlement embodied in this Settlement Agreement
12 and all orders and judgments entered in connection therewith

13
14 **IT IS SO AGREED:**

15
16 Dated: _____, 2024

ANTHONY A. PACHECO
Plaintiff and Class Representative

17 **IT IS SO AGREED:**

18
19 Dated: _____, 2024

JOSUE RODRIGUEZ
Plaintiff and Class Representative

20 **IT IS SO AGREED:**

21
22 Dated: **6/10** _____, 2024



Manuel Cabrera (Jun 10, 2024 16:50 PDT)
MANUEL CABRERA
Plaintiff and Class Representative

23
24 **IT IS SO AGREED:**

25
26 Dated: _____, 2024



Defendant Christina Tessaro

1 In the event that one or more of the provisions contained in this Agreement shall for any
2 reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
3 unenforceability shall in no way effect any other provision if Defendants' Counsel and Class
4 Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed
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9 this Settlement Agreement and all orders and judgments entered in connection therewith, and the
10 Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of
11 interpreting, implementing, and enforcing the settlement embodied in this Settlement Agreement
12 and all orders and judgments entered in connection therewith

13
14 **IT IS SO AGREED:**

15
16 Dated: _____, 2024

ANTHONY A. PACHECO
Plaintiff and Class Representative

17 **IT IS SO AGREED:**

18
19 Dated: _____, 2024

JOSUE RODRIGUEZ
Plaintiff and Class Representative

20 **IT IS SO AGREED:**

21
22 Dated: _____, 2024

MANUEL CABRERA
Plaintiff and Class Representative

23
24 **IT IS SO AGREED:**

25
26 Dated: 6/6, 2024



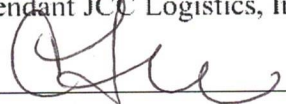
Defendant Christina Tessaro

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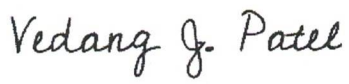
Dated: 8/28/24, 2024

Defendant JCC Logistics, Inc.


By: Christina Tessaro, President

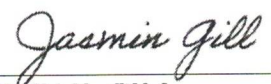
AGREED AS TO FORM ONLY:

Dated: June 25, 2024



DAVID D. BIBIYAN
VEDANG J. PATEL
Bibiyon Law Group, P.C.
**Counsel for Plaintiffs Anthony A. Pacheco,
Josue Rodriguez, Manuel Cabrera**

Dated: June 25,, 2024



JASMIN K. GILL
SACHA POMARES
J. Gill Law Group, P.C.
**Counsel for Plaintiffs Anthony A. Pacheco,
Josue Rodriguez, Manuel Cabrera**

Dated: _____, 2024

DANIEL K. KLINGENBERGER
Lebeau Thelen, LLP
**Counsel for Defendants JCC Logistics, Inc.,
and Christina Tessaro**

1 **IT IS SO AGREED:**

Defendant JCC Logistics, Inc.

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By: Christina Tessaro, President

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11 Dated: June 25, 2024

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Vedang J. Patel

DAVID D. BIBIYAN
VEDANG J. PATEL
Bibiyon Law Group, P.C.
**Counsel for Plaintiffs Anthony A. Pacheco,
Josue Rodriguez, Manuel Cabrera**

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16 Dated: June 25,, 2024

Jasmin Gill
JASMIN K. GILL
SACHA POMARES
J. Gill Law Group, P.C.
**Counsel for Plaintiffs Anthony A. Pacheco,
Josue Rodriguez, Manuel Cabrera**

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DANIEL K. KLINGENBERGER
Lebeau Thelen, LLP
**Counsel for Defendants JCC Logistics, Inc.,
and Christina Tessaro**

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HYUNDA JOHNSON
Chairman
Christina Tessaro, President
Address:
Phone Number:
Email Address:

AGREED AS TO FORM ONLY:

Vedang J. Patel

Jasmin Gill



4854-6745-8709, V. 1

EXHIBIT A

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND DATE
FOR FINAL APPROVAL HEARING**
Anthony Pacheco, et. al. v. JCC Logistics, Inc. et al.
(County of Kern, California Superior Court Case No. BCV-21-102266)

As an hourly, non-exempt employee who works or worked for JCC Logistics, Inc. in California, you are entitled to receive money from a class action settlement.

Please read this Notice carefully. This Notice relates to a proposed settlement of class action litigation. If you are a Class Member, it contains important information about your right to receive a payment from the Settlement fund.

You have received this Notice of Class Action Settlement because the records of JCC Logistics, Inc. and Christina Tessaro, (collectively, “Defendants”) show that you are a “Class Member” and, therefore, entitled to a payment from this class action settlement. Class Members are all hourly, non-exempt employees who work or worked for Defendants in California from September 24, 2017 through September 28, 2022 (“Class Period”).

- The settlement is to resolve a class action lawsuit, *Anthony Pacheco, et. al. v. JCC Logistics, Inc. et al.*, pending in the Superior Court of California for the County of Kern, Case Number BCV-21-102266 (the “Lawsuit”), alleging, among other things, claims for: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods or compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) waiting time penalties; (6) wage statement violations; (7) failure to reimburse business expenses; and (8) engaging in unfair competition. Based on the alleged Labor Code violations above-mentioned and other alleged Labor Code violations, Plaintiffs also seek penalties under California Labor Code Private Attorneys’ General Act (“PAGA”).
- On [REDACTED], Kern, County Superior Court granted preliminary approval of this class action settlement and ordered that all Class Members be notified of the Settlement. The Court has not made any determination of the validity of the claims in the Lawsuit. Defendants vigorously deny the claims in the Lawsuit and contend that they fully complied with all applicable laws.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	Get a payment and give up your legal rights to pursue claims released by the settlement of the Lawsuit.
OPT OUT OF THE SETTLEMENT	Exclude yourself from the Settlement, get no payment for settlement of the class claims, and retain your legal rights to individually pursue the class claims that would otherwise be released by the settlement of the Lawsuit. If you worked at any time from July 9, 2020 through the end of the Class Period (“PAGA Period”) as an hourly, non-exempt employee for Defendants in California as well, then you will be deemed an “Aggrieved Employee” and you will still receive your share of the proceeds available from the settlement of the PAGA Released Claims, defined below, (your “Individual PAGA Payment”) even if you opt out of the class settlement.

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

OBJECT TO THE SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, [REDACTED], about why you object to the settlement, and they will forward your concerns to counsel which will then be provided to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. You or your attorney may also address the Court during the Final Approval Hearing scheduled for [DATE AND TIME] in Department 17 of the Kern County Superior Court, located at 1415 Truxton Avenue, Bakersfield, California 93301.
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The Final Approval Hearing on the adequacy, reasonableness and fairness of the Settlement will be held at [REDACTED] : [REDACTED] .m. on [REDACTED], in the Kern County Superior Court, located at 1415 Truxton Avenue, Bakersfield, California 93301 in Department 17. You are not required to attend the Hearing, but you are welcome to do so.

Why Am I Receiving This Notice?

Defendants' records show that you currently work, or previously worked, for Defendants as an hourly, non-exempt employee in California during the Class Period. You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all your options before the Court decides whether to finally approve the settlement. If the Court approves the settlement and then any objections and appeals are resolved, a "Settlement Administrator" appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them and how to get them.

What is This Case About?

Anthony Pacheco, Josue Rodriguez and Manuel Cabrera were hourly, non-exempt employee of Defendants. They are the "Plaintiffs" in this case and is suing on behalf of themselves and Class Members for Defendants' alleged violation of the : (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods or compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) waiting time penalties; (6) wage statement violations; (7) failure to reimburse business expenses; and (8) engaging in unfair competition.

Based on the alleged Labor Code violations above-mentioned and other alleged Labor Code violations, Plaintiffs also seek penalties under California Labor Code Private Attorneys' General Act ("PAGA").

Defendants deny all the allegations made by Plaintiffs and deny that they have violated any law. The Court has made no ruling on the merits of Plaintiffs' claims. The Court has only preliminarily approved this class action settlement. The Court will decide whether to give final approval to this settlement at the Final Approval Hearing.

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Summary of the Settlement Terms

Plaintiffs and Defendants have agreed to settle this case on behalf of themselves and Class Members and Aggrieved Employees for the Gross Settlement Amount of \$195,000.00, unless increased pursuant to the Settlement Agreement. The Gross Settlement includes: (1) Administration Costs up to \$15,000.00 (2) a service award of up to \$7,500.00 each, to Anthony Sanchez, Josue Rodriguez and Manuel Cabrera, for a total of \$22,500, for their time and effort in pursuing this case; (3) up to 35% of the Gross Settlement Amount in attorneys' fees which, unless escalated pursuant to the Settlement Agreement, amounts to \$68,250.00; (4) up to \$25,000.00 in litigation costs to Class Counsel, according to proof; (5) payment allocated to PAGA penalties in the amount of \$20,000.00 of the Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, seventy-five percent (75%) of the amount allocated toward PAGA, or \$15,000.00, will be paid to the LWDA and twenty-five percent (25%), or \$5,000.00, will be distributed to Aggrieved Employees. After deducting these sums, a total of approximately not less than \$44,250.00 will be available for distribution to Class Members ("Net Settlement Amount").

Defendants estimate, based on their calculations, that there are no more than 6,511 Workweeks worked during the Class Period. In the event the number of Workweeks increases by more than 5%, (i.e., more than 326 Workweeks) during the Class Period, then the Class Period shall end on the date the number of Workweeks during the Class Period reaches 6,837 (6,511 Workweeks + 326 Workweeks). The Gross Settlement Amount not change as a result of the final determination of the total Workweeks worked in relation to Defendants' estimate of 6,511.

Distribution to Class Members

Class Members who do not opt out will receive a *pro rata* payment of the Net Settlement Amount based on the number of weeks worked by Class Members in non-exempt, hourly-paid positions for Defendant in California during the Class Period ("Eligible Workweeks"). Specifically, Class Members' payments will be calculated by dividing the number of Eligible Workweeks attributed to the Class Member by all Eligible Workweeks attributed to members of the Settlement Class, multiplied by the Net Settlement Amount. Otherwise stated, the formula for a Class Member is: (Individual's Eligible Workweeks ÷ total Settlement Class Eligible Workweeks) x Net Settlement Amount. In addition, individuals who were employed by Defendant during the PAGA Period will receive a *pro rata* share of the \$5,000 allocated as PAGA penalties, whether or not they opt out, based on the number of workweeks worked by each Aggrieved Employee between July 9, 2020 through the end of the Class Period (i.e., the PAGA Period).

Defendant's records indicate that you worked [Eligible Workweeks] Workweeks as an hourly, non-exempt employee in California during the Class Period and [Eligible Workweeks] Workweeks during the PAGA Period. Based on these records, your estimated payment as a Class Member would be [\$Estimated Award] and your estimated payment as a Aggrieved Employee would be [\$Estimated Award].

Tax Reporting

Payments to Class Members as PAGA Payments shall be designated as penalties. All other payments to Class Members from the Net Settlement Amount shall be designated 20% as wages and 80% as penalties and interest. The Settlement Administrator will be responsible for issuing a form W-2 to each Class Member for the amount each receives for unpaid "wages" and any IRS Form 1099s required by law. This notice is not intended to provide legal or tax advice on your Settlement Share.

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Your check will be valid for 180 days after issuance. Within seven (7) calendar days after expiration of the 180-day period, checks for such payments shall be canceled and funds associated with such checks shall be considered unpaid, unclaimed or abandoned cash residue pursuant to Code of Civil Procedure section 384 (“Unpaid Residue”). The Unpaid Residue plus accrued interest, if any, as provided in Code of Civil Procedure section 384, shall be transmitted as follows: to Court Appointed Special Advocates (CASA) of Kern County for use in Kern County, State of California.

Your Options Under the Settlement

Option 1 – Do Nothing and Receive Your Payment

If you do not opt out, you are automatically entitled to your Individual Settlement Payment (*i.e.*, your share of the Net Settlement Amount) because you are a Class Member. If you do not dispute your settlement share calculation and do not opt out of the settlement, you will be bound by the entire release in the settlement and receive your Individual Settlement Payment, as well as your Individual PAGA Payment if you are also an Aggrieved Employee. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment(s) set forth above.**

Class Members who do not submit a valid and timely opt out (pursuant to Option 2 below), will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all “Released Claims” he or she may have or had upon final approval of this Settlement and payment by Defendant to the Settlement Administrator.

Effective only upon the entry of an Order granting Final Approval of the Settlement, entry of Judgment, and payment by Defendants to the Settlement Administrator of the full Gross Settlement Amount and Employer’s Taxes necessary to effectuate the Settlement, Plaintiffs and all Participating Class Members release the Released Parties of all claims against the Released Parties asserted in the Operative Complaint, or any and all claims that could have been asserted against the Released Parties based on the factual allegations in the Operative Complaint, including: (a) all claims for failure to pay minimum wages; (b) all claims for failure to pay overtime wages; (c) all claims for failure to provide compliant meal and rest periods or compensation in lieu thereof; (d) failure to timely pay all wages due upon termination or resignation; (e) all claims for non-compliant wage statements; (f) failure to reimburse business expenses; and (g) all claims asserted through California Business & Professions Code § 17200 *et seq.* arising out of the Labor Code violations referenced in the Operative Complaint (the “Class Released Claims” (the “Class Released Claims”).

For Aggrieved Employees, the release includes, for the duration of the PAGA Period, all claims asserted in the PAGA Notice and alleged in the Operative Complaint, including all claims for civil penalties under PAGA arising out of Labor Code Sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 based on the factual allegations and Labor Code sections alleged to have been violated in the PAGA Notice and Operative Complaint, which includes, without limitation, Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 232, 232.5, 246 *et seq.*, 432, 510, 512, 558.1, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198.5, 2699, 2802 and 2810.5 (the “PAGA Released Claims”).

“Released Parties” Defendants and former Cross-Defendant Jonathan Cunningham, as well as each of Defendants’ past, present, and future respective affiliates, parents, subsidiaries, predecessors, successors, divisions, joint ventures and assigns, and Defendants’ past or present parent corporations, subsidiaries, divisions, affiliates, related entities, partners, shareholders, members, directors, officers, employees, principals, agents, representatives, insurers, co-insurers, re-insurers, predecessors, successors, assigns, attorneys, and personal or

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

legal representatives.

Option 2 – Opt Out of the Settlement

In order to opt out of the Settlement, the Class Member must timely submit by mail, an opt-request request to the Settlement Administrator by the Response Deadline. The opt-out request should state the Class Member's name, address, Social Security Number, telephone number, and signature, and any statement standing for the proposition that you do not wish to participate in the settlement, or the following statement: " Please exclude me from the Settlement Class in the *Anthony Pacheco, et. al. v. JCC Logistics, Inc. et al.* matter." Sign, date, and mail your written request for exclusion to the address below.

[Settlement Agreement]

[Mailing Address]

Your written request for exclusion must be mailed to the Administrator not later than [RESPONSE DEADLINE].

The proposed settlement includes the settlement of the PAGA Released Claims. An employee may not request exclusion from the settlement of a PAGA claim. Thus, if the court approves the settlement, then even if you request exclusion from the settlement, if you are Aggrieved Employee, you will still receive your Individual PAGA Payment and will be deemed to have released the PAGA Released Claims. A request for exclusion will preserve your right, if any, to individually pursue only the Class Released Claims.

Option 3 – Submit an Objection to the Settlement

If you wish to object to the Settlement, you may submit an objection in writing by mail, stating why you object to the Settlement. Your written objection must provide your name, address, the last four digits of your Social Security Number, your signature, a statement of whether you plan to appear at the Final Approval Hearing, and a statement of the reason(s), along with whatever legal authority, if any, why you believe that the Court should not approve the Settlement. Your written objection must be mailed to the Administrator no later than [RESPONSE DEADLINE]. Please note that you cannot both object to the Settlement and opt out of the Settlement. If you exclude yourself, then your objection will be overruled. If the Court overrules your objection, you will be bound by the Settlement and will receive your Settlement Share.

Even if you don't submit a written objection, you may appear at the Final Approval Hearing and provide a verbal objection before the Court.

Final Approval Hearing

You may, if you wish, appear at the Final Approval Hearing set for [REDACTED] at [REDACTED]:[REDACTED] .m. in the Department 17 of the Kern County Superior Court, located at 1415 Truxton Avenue, Bakersfield, California 93301, and orally object to the Settlement, discuss your written objections with the Court and the Parties, or otherwise comment on the Settlement at your own expense. You may attend this hearing virtually by audio or video at [REDACTED]. You may also retain an attorney to represent you at the Hearing at your own expense.

Additional Information

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may call the Settlement Administrator at [PHONE NUMBER] or Class Counsel, whose information appears below:

BIBIYAN LAW GROUP, P.C.

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You may also visit the Settlement Administrator's website at [WEBSITE] to gain access to key documents in this case, including the Settlement Agreement, the Order Granting Preliminary Approval of this Settlement, the Order Granting Final Approval of this Settlement, and the Final Judgment.

You may also refer to the pleadings, the Settlement Agreement, and other papers filed in this case, which may be inspected at the Department 17 of the Kern County Superior Court, located at 1415 Truxton Avenue, Bakersfield, California 93301, during regular business hours of each court day. You may also obtain these documents through the Court's website at <https://www.kern.courts.ca.gov/online-services/case-information-search>.

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

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

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]