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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

PATRICIA BURROLA, NATHAN
RODRIGUEZ, KIRSTIE ROSSMAN,
individually, and on behalf of other members
of the general public similarly situated;

Plaintiffs,

vs.

OX CAR CARE, INC., a Delaware
corporation; and DOES 1 through 100,
inclusive,

Defendants.

PATRICIA BURROLA, individual, and on
behalf of other aggrieved employees pursuant
to the California Private Attorneys General
Act,

Plaintiff,

vs.

OX CAR CARE, INC., a Delaware
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 30-2021-01216803-CU-OE-CXC
[Consolidated with Case No.
20-2021-01228564-CU-OE-CXC]

Honorable Layne H. Melzer
Department CX102

CLASS ACTION

**DECLARATION OF DANIEL BASS IN
SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS AND REPRESENTATIVE
ACTION SETTLEMENT**

[Plaintiffs' Motion for Preliminary Approval
of Class and Representative Action Settlement
Agreement and Release of Claims;
Declarations of Proposed Class
Representatives (Patricia Burrola, Nathan
Rodriguez, and Kirstie Rossman); and
[Proposed] Order filed concurrently herewith]

Reservation ID: 74938063
Hearing Date: November 5, 2026
Hearing Time: 2:00 p.m.
Department: CX102

Complaint Filed: August 16, 2021
FAC Filed: May 4, 2022
Trial Date: None Set

DECLARATION OF DANIEL BASS

I, Daniel Bass, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiffs Patricia Burrola, Nathan Rodriguez, and Kirstie Rossman (“Plaintiffs”). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

PROCEDURAL HISTORY

2. On August 16, 2021, Plaintiff Patricia Burrola filed the Class Action Complaint for Damages in the Superior Court for the County of Orange, thereby commencing the above-captioned lawsuit, case no. 30-2021-01216803-CU-OE-CXC (“Class Action”).

3. On August 21, 2021, Plaintiff Patricia Burrola provided written notice by certified mail to the LWDA and Defendant of the specific provisions of the California Labor Code that were alleged to be violated (“PAGA Notice”). Aside from confirmation of receipt of the PAGA Notice, the LWDA did not respond to the PAGA Notice. Marked and attached hereto as “EXHIBIT 1” is a true and correct copy of Plaintiff Patricia Burrola’s PAGA Notice.

4. On October 28, 2021, Plaintiff Patricia Burrola filed the Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* in the Superior Court for the County of Orange, thereby commencing case no. 20-2021-01228564-CU-OE-CXC (“PAGA Action”).

5. On March 21, 2022, Ox Car Care, Inc. (“Defendant”) filed its Answer to Plaintiffs’ Class Action Complaint for Damages. And its answer to Plaintiff Patricia Burrola’s Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.*

6. On April 22, 2022, Parties sought leave to file a First Amended Class Action Complaint for Damages (“Operative Complaint”), adding Nathan Rodriguez, and Kirstie Rossman as Plaintiffs to the action. The Court granted Plaintiff leave to file the proposed First Amended Complaint on May 22, 2022, and Plaintiffs filed the First Amended Complaint on May 4, 2022.

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7. On or about May 2, 2022 Defendant filed its Motion for an Order Consolidating Case No. 30-2021-01228564 with Case No. 30-2021-01216803 (collectively the “Actions”). Following Plaintiffs’ opposition thereto the Court granted the Defendant’s motion and consolidated the Actions on or about September 2, 2022.

8. On February 14, 2025, the Parties participated in mediation with Doug Leach (the “Mediator”), a respected mediator of complex wage and hour actions. With the aid of the mediator and continued settlement negotiations, the Parties ultimately reached the Settlement described herein to resolve the Actions in their entirety.

THE PROPOSED SETTLEMENT

9. Marked and attached hereto as “EXHIBIT 2” is a true and correct copy of the Class and Representative Action Settlement Agreement and Release of Claims (“Settlement,” “Agreement,” or “Settlement Agreement”) entered into by and between (1) Patricia Burrola, individually and on behalf of the Class and State of California pursuant to PAGA, (2) Nathan Rodriguez, individually and on behalf of the Class, (3) Kirstie Rossman, individually and on behalf of the Class, and (4) Ox Car Care, Inc (together, the “Parties”). The Parties and their counsel have approved the proposed Notice of Class Action Settlement (“Class Notice”), which is attached to the Settlement Agreement as “Exhibit A” and respectfully request that the Court approve it as well.

10. Pursuant to the Court’s “Guidelines for Approval of Class Action Settlements & PAGA Settlements” Plaintiffs have prepared a “form to be completed by a class member seeking to be excluded, and a separate form to be completed by a class member wishing to object.” Marked and attached hereto as “EXHIBIT 3” is Plaintiffs’ proposed Request for Exclusion Form. Marked and attached hereto as “EXHIBIT 4” is Plaintiffs’ proposed Objection Form.

11. The Settlement provides for a Total Settlement Amount of \$437,500.00 to be paid in a single payment on a non-reversionary basis. The Net Settlement Amount is the Total Settlement Amount less the following amounts, subject to approval by the Court: Attorneys’ Fees of up to \$153,125.00 (if the Total Settlement Amount remains \$437,500.00) and Costs not to exceed \$25,000.00 to Class Counsel (“Class Counsel Payment”), Enhancement Awards to Plaintiffs of \$7,500.00 each (for a total of \$22,500.00), Settlement Administration Costs to the

1 Settlement Administrator not to exceed \$13,000.00, and the PAGA Penalty Amount of \$65,000.00.
2 Assuming that the amounts allocated under the Settlement toward these payments are awarded by
3 the Court, the Net Settlement Amount that will be available for distribution to Settlement Class
4 Member is currently \$158,875.00. Additionally, 25% of the PAGA Penalty Amount (i.e.,
5 Individual PAGA Payment), which is \$16,250.00 out of \$65,000.00, will be distributed to the
6 PAGA Members, for their respective portion of the PAGA Penalty Amount. The Total Settlement
7 Amount will be fully distributed in accordance with the terms of the Settlement and there is no
8 reversion to Defendant.

9 12. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees
10 in an amount of up to 35% of the Total Settlement Amount (i.e., \$153,125.00, if the Total
11 Settlement Amount remains \$437,500.00) and expenses and costs of not more than \$25,000.00,
12 which will be paid out of the Total Settlement Amount, subject to approval by the Court. It should
13 be noted that Class Counsel has borne all of the risks and costs of litigation and will not receive
14 any compensation until recovery is obtained. A description of the qualifications of Class Counsel,
15 the work performed by Class Counsel, and the results achieved by Class Counsel in this matter can
16 be found in paragraphs 19 through 31, *infra*.

17 13. The Settlement Agreement provides for payment of up to \$7,500.00 to each of the
18 Plaintiffs (for a total of \$22,500) as Enhancement Awards, to be paid out of the Total Settlement
19 Amount subject to approval by the Court. Plaintiffs spent considerable time and effort to produce
20 relevant documents and past employment records and to provide the facts and evidence necessary
21 to attempt to prove the allegations. Plaintiffs were available whenever Class Counsel needed them
22 and actively tried to obtain information that would benefit the Class. Accordingly, it is appropriate
23 and just for Plaintiffs to receive Enhancement Awards, in addition to their individual settlement
24 payment, for their services on behalf of the Class, PAGA Employees, and the State of California.

25 14. The Parties have agreed to retain ILYM Gorup, Inc., ("Settlement Administrator")
26 to handle the notice and settlement administration process. The Parties respectfully request that the
27 Court appoint ILYM Gorup, Inc. to handle these procedures and serve as the Settlement
28 Administrator. Defendant will provide the Settlement Administrator with the Class Data and List,

1 and the Settlement Administrator will calculate each Settlement Class Member's estimated share
2 of the Net Settlement Amount ("Individual Settlement Payment") and each PAGA Member's
3 estimated pro rata share of the 25% portion of the PAGA Settlement Fund. The Settlement
4 Administrator will be responsible for printing, distributing, and tracking Class Notices and other
5 documents for the Settlement, calculating and distributing payments due under the Settlement,
6 issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and
7 remittances, providing necessary reports and declarations, transmitting funds representing
8 uncashed checks after the void date to the proposed *cy pres* recipient Legal Aid at Work for each
9 Class Member and/or PAGA Member to whom the checks were issued, and other duties and
10 responsibilities set forth to process the Settlement, and as requested by the Parties. Settlement
11 Administration Costs are currently estimated not to exceed \$13,000.00 and will be paid out of the
12 Total Settlement Amount, subject to approval of the Court.

13 15. Under the Settlement Agreement, Defendant is responsible for any employer-side
14 tax obligations associated with the Total Settlement Amount and will deposit that amount into the
15 settlement fund in addition to the Total Settlement Amount. Each Settlement Class Member's
16 Individual Settlement Payment will be allocated 20% to wages and 80% to penalties interest, and
17 non-wage damages. The Settlement Administrator will withhold the employee's share of taxes and
18 withholdings with respect to the wages portion of the Individual Settlement Payments.

19 **CONDITIONAL CERTIFICATION OF THE PROPOSED CLASS IS APPROPRIATE**

20 16. **Ascertainability:** The proposed Class is defined as all current and former hourly-
21 paid or non-exempt employees who worked for Defendant within the state of California at any
22 time during the Class Release Period, which is August 16, 2017 through April 20, 2025.

23 17. **Numerosity:** Based on data provided by Defendant and extrapolated by Plaintiffs,
24 the Class is estimated to be approximately 944 individuals who worked an estimated total of
25 14,010 workweeks.

26 18. **Commonality:** Based on investigation and information discovered, Class Counsel
27 believes that there is sufficient evidence to support the allegations made in the lawsuit, including
28 the allegations that Defendant, with respect to Plaintiffs, Class Members, and PAGA Members,

1 *inter alia*, failed to properly pay overtime and minimum wages and associated premium pay, failed
2 to provide compliant meal and rest periods and to pay associated premium pay, failed to timely pay
3 wages during employment and upon termination of employment, failed to provide compliant wage
4 statements, failed to maintain requisite payroll records, and failed to reimburse necessary business
5 expenses, and thereby engaged in unfair business practices and conduct giving rise to civil
6 penalties recoverable under the Private Attorneys General Act of 2004 (California Labor Code
7 sections 2698, *et seq.*). Plaintiffs also asserted that Class Members were expected to perform
8 similar job duties and were subject to the same or similar operations and employment policies,
9 practices, and procedures. Additionally, Plaintiffs asserted that Defendant's recordkeeping
10 practices with respect to Plaintiffs, Class Members, and PAGA Members were substantially the
11 same during the time period at issue. As a result of said alleged uniform practices, Plaintiffs claim
12 that the Class Members were not paid all of the compensation that was owed to them by
13 Defendant. Thus, in Class Counsel's view, it is clear that the outcome of this litigation would be
14 determined by Defendant's uniform operations and employment practices, policies, and procedures
15 that Plaintiffs allege applied across its hourly-paid or non-exempt employees who worked for
16 Defendant within the state of California during the relevant time period.

17 19. **Adequacy and Typicality:** Plaintiffs undertook the responsibilities of representing
18 a class action against their former employer. Plaintiffs spent considerable time and effort to
19 produce relevant documents and past employment records and to provide the facts and evidence
20 necessary to attempt to prove the allegations. Plaintiffs were available whenever Class Counsel
21 needed them and actively tried to obtain information that would benefit the Class. Plaintiffs have
22 no interests that are adverse to the Class. Plaintiffs were employed by Defendant during the Class
23 Period and subject to the same alleged violations and the same policies, practices, and procedures.
24 Plaintiffs took on the challenge and risk of commencing and maintaining this action, and they have
25 not yet received any monetary benefit for their service to date. Plaintiffs put their own interests
26 aside and brought a publicly filed lawsuit against an employer not just for their own benefit, but,
27 instead, on behalf of other hourly-paid employees and the State of California.

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EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

20. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, Lawyers *for* Justice, PC is the attorney of record in well over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”) representative actions. Lawyers *for* Justice, PC has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California.

21. Edwin Aiwarzian is the Managing Member and Shareholder of Lawyers for Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University. From approximately September 2002 to approximately December 2002, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. In December of 2004, he obtained a license to practice law from the California State Bar. Since in or around October of 2008, through his work at Lawyers for Justice, PC, he has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. While employed by

1 Lawyers for Justice PC, he has argued over one hundred (100) motions, taken or defended over
2 one hundred fifty (150) depositions, prepared dozens of expert witnesses for deposition or trial,
3 and attended over one hundred seventy-five (175) mediations. Together with other attorneys at the
4 firm, and in many cases in conjunction with co-counsel, he has successfully litigated cases
5 involving the executive, administrative, and other overtime exemptions to the State of California
6 and federal overtime compensation requirements. Under his supervision, Lawyers for Justice, PC
7 has successfully obtained class certification by contested motion practice in approximately sixteen
8 (16) cases in the last decade, and litigated over 1,000 class action or representative action cases.

9 22. Arby Aiwarzian is a Member and Shareholder of Lawyers for Justice, PC. He
10 received his Bachelor of Arts degree from University of California, Los Angeles and graduated
11 magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School.
12 From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the
13 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
14 From approximately August 2008 to approximately December 2008, he served as a Judicial Extern
15 to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth
16 Circuit. He was admitted to practice law in California in 2010. He is admitted to practice before
17 all courts of the State of California and all United States District Courts in the State of California.
18 He has worked on many wage-and-hour class action and representative action cases, taking the
19 lead in taking and defending depositions, arguing motions, and attending mediations. He has
20 played an integral role in preparing matters for class certification, including and not limited to,
21 successful certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court
22 Case No. BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court
23 Case No. BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case
24 No. RG13680477). Under his supervision, dozens of class action or representative action cases
25 have resulted in settlements that have been granted court approval. He has handled over one
26 hundred and fifty (150) mediations and has worked on over two hundred and fifty (250) class
27 action or representative action cases which have resulted in settlement.

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23. Joanna Ghosh is a Senior Partner of Lawyers *for* Justice, PC. She received a Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of Science degree from the London School of Economics in 2007, and a Juris Doctor degree from Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010) and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme Court. She has taken and defended dozens of depositions and successfully handled motion practice in class action cases regarding discovery (including and not limited to, regarding class contact information), class certification (both contested class certification and stipulated class certification), arbitration agreements, coordination, intervention. She has successfully handled briefing and oral argument on appeal and obtained notable decisions regarding the Private Attorneys General Act and employer efforts to compel arbitration, e.g., *Betancourt v. Prudential Overall Supply*, (Cal., May 24, 2017) 9 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert. denied, cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court*, 8 Cal.5th 175 (2019). She also has extensive experience with class action and/or representative action settlements. Under her and Edwin Aiwarzian's supervision, the firm has handled the class certification and court approval process for hundreds of class action and/or representative action matters that have successfully resolved. She is a member of the California Employment Lawyers Association.

24. Brian J. St. John is a Member of Lawyers *for* Justice, PC. He received his Bachelor's degree from the University of California, San Diego in 2010 and earned his Juris Doctor degree from the University of California, Berkeley, School of Law in 2013. He was admitted to practice law in California in 2015. He is admitted to practice before all courts of the State of California and all federal district courts in the State of California. He has worked on many wage and hour class action and PAGA representative matters, and his work has included, *inter alia*, researching and drafting pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and settlement agreements, engaging in motion practice, claims evaluation and analysis, and making court appearances. Prior to working at Lawyers *for* Justice, PC, he spent several years working for a boutique employment and labor law firm representing

1 employers, and, in 2019 and 2020, he was employed as general counsel for a DMHC licensed
2 discount dental plan.

3 25. I am a Member of Lawyers *for* Justice, PC. I received my Bachelor of Science
4 degree in Psychology from Missouri State University in 2009, and a Juris Doctor
5 degree from Washington University in St. Louis, School of Law in 2012, where I served as a
6 Senior Editor of the Law Review and as a member of the Note Selection Committee. I am admitted
7 to practice before all courts in the State of California, and all U.S. District Courts in California.
8 From 2014 through and including the present, my practice consisted almost exclusively of
9 complex wage and hour class action and PAGA action matters in California. I have worked at
10 several plaintiffs' side law firms, and started the employment practice at one of them. I have taken
11 and defended dozens of depositions and have successfully handled motion practice in class action
12 and PAGA cases regarding discovery (including and not limited to motions regarding class contact
13 information), class certification (both contested class certification and stipulated class
14 certification), dispositive motions, arbitration agreements, coordination, and intervention. I have
15 successfully handled a complex wage and hour class action and PAGA case at every step prior to
16 trial. I also successfully handled briefing on appeals, including employer efforts to compel
17 arbitration in *Jones v. UPS Supply Chain Solutions, Inc.*, California Court of Appeals for the First
18 District, Case No. A160726 (Cal. App. Jul 01, 2021) (unpublished decision). Further, I have
19 extensive experience with settlements of class actions and PAGA actions and have handled and
20 supervised this process in over fifty (50) cases.

21 **THE SETTLEMENT AND SUMMARY OF WORK PERFORMED**

22 26. The effectiveness of Lawyers *for* Justice, PC ("Class Counsel") in prosecuting this
23 matter has translated into tangible monetary benefits in the following respects: (1) Class Members,
24 PAGA Members, and the State of California recover over a reasonably short period of time as
25 opposed to waiting additional years for the same, or possibly worse, result; (2) a guaranteed result
26 that compares favorably with other similar class action settlements of this type given the strengths
27 and weaknesses of the cases; and (3) significant savings in Class Counsel's fees and/or costs that
28 would have only increased significantly had the cases progressed through certification, trial, and/or

1 appeals.

2 27. Class Counsel has litigated the cases for over 4 years and was actively preparing for
3 them for class certification and trial. The Parties have engaged in extensive settlement negotiations
4 and participated in a full-day mediation conducted by Doug Leach, Esq., a well-respected mediator
5 experienced in mediating complex labor and employment matters. In the course of the lawsuits and
6 in connection with the mediation and settlement negotiations, the Parties exchanged extensive
7 information and engaged in discussions regarding their evaluations of the cases and various aspects
8 of the cases, including but not limited to, the risks and delays of further litigation, the law relating
9 to off-the-clock theory, regular rate, rounding, meal and rest periods, PAGA representative claims,
10 and state wage-and-hour law and enforcement, as well as the evidence produced and analyzed, and
11 the possibility of appeals, among other things. During all settlement discussions, the Parties
12 conducted their negotiations at arm's length in an adversarial position. Arriving at a settlement
13 that was acceptable to all Parties was not easy. Defendant and its counsel felt strongly about its
14 ability to prevail on the merits, and Plaintiffs and Class Counsel believed that they would be able
15 to prevail at trial. After conducting investigations, formal and informal discovery, exchange of
16 information, extensive settlement negotiations, and with the aid of the mediator's evaluation, the
17 Parties have agreed that the matter is well-suited for settlement given the legal issues relating to
18 Plaintiffs' principal claims, as well as the costs and risks to both sides that would attend further
19 litigation. The Settlement is a fair, reasonable, and adequate resolution of the Released Class
20 Claims of Plaintiffs and Settlement Class Members, and of the Released PAGA Claims of Plaintiff
21 Burrola and the State of California, with respect to PAGA Members, Released Parties.

22 28. Prior to reaching the Settlement, Class Counsel investigated the veracity, strength,
23 and scope of the claims, and were preparing the actions for class certification and trial. Plaintiffs
24 conducted significant investigation and formal and informal discovery regarding the facts of the
25 case, including and not limited to, the exchange, review, and analysis of over a thousand pages of
26 documents and data obtained from Defendant, Plaintiffs, and other sources. The volume of data
27 and documents that Class Counsel reviewed and analyzed included and was not limited to:
28 Plaintiffs' and other Class Members' employment records, a detailed sampling of Class Members'

1 time and pay data, Defendant's Employee Handbook, company policy acknowledgements, internal
2 memoranda, Defendant's operations and employment practices, forms (including but not limited to
3 Defendant's Receipt & Return of Company Property form, Absence Request form,), procedures
4 (including but not limited to Monthly Parking Agreements), and policies (including but not limited
5 to Trade Secret Agreement), among other information and documents. Class Counsel had the
6 opportunity to interview Plaintiffs and other Class Members to gather facts and to identify
7 potential witnesses. Counsel for the Parties met and conferred on numerous occasions, e.g., to
8 discuss issues relating to the pleadings, and the production of documents and data prior to the
9 mediation. Class Counsel drafted Plaintiffs' pleadings and mediation brief, opposed Defendant's
10 Motion to Consolidate the Actions, and prepared for and attended court proceedings, settlement
11 negotiations, and the mediation, among other tasks.

12 29. Counsel for the Parties have also invested time researching and investigating the
13 applicable law, which is constantly evolving as it relates to certification, representative PAGA
14 claims, off-the-clock theory, regular rate, rounding, meal and rest periods, state wage-and-hour law
15 and enforcement, Plaintiffs' claims and damages, and Defendant's defenses thereto, as well as
16 facts discovered. Based on Class Counsel's analysis, the result achieved in this lawsuit is fair,
17 adequate, and reasonable.

18 30. Class Counsel is aware of the defenses and position of Defendant, but believes that
19 Plaintiffs could potentially obtain class certification despite many obstacles. Plaintiffs and Class
20 Counsel have also taken into account the uncertainty and risk of the outcome of further litigation,
21 and the difficulties and delays inherent in such litigation. Plaintiffs further recognize the burdens
22 of proof necessary to establish liability for the claims asserted in the lawsuit, Defendant's defenses,
23 and the difficulties in establishing entitlement to monetary recovery. Plaintiffs and Class Counsel
24 have also considered the Parties' settlement discussions, as well as the evaluations of the mediator,
25 who is experienced and well-regarded in complex labor and employment matters.

26 31. Defendant, on the other hand, denied and continues to deny any liability and
27 wrongdoing of any kind associated with the claims alleged in the lawsuit, and further denies that
28 this lawsuit is appropriate for class treatment or representative adjudication for any purpose other

1 than this Settlement. Defendant believes that it would ultimately succeed in the matter. Both sides
2 have also had the opportunity to interview witnesses and review documents and information
3 relating to Plaintiffs', Class Members', and PAGA Members' employment with Defendant, and
4 Defendant's operations and employment policies, practices, and procedures. The Parties also
5 reviewed and analyzed over a thousand pages of documents and data to determine the potential
6 value and strength of the claims. The available information enabled Class Counsel to assess and
7 value the class and PAGA claims and prepare violation, damages, and penalties analyses models.
8 Accordingly, counsel for the Parties have conducted adequate investigation and discovery to be
9 sufficiently informed of the nature and extent of the Class Members' claims, and to enable both
10 sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. The
11 Settlement takes into account the strengths and weaknesses of each side's position and the
12 uncertainty of how the cases might have concluded at trial and/or appeals.

13 ESTIMATE OF THE VALUE OF THE CLAIMS

14 32. Plaintiffs' actions allege that Defendant has violated the California Labor Code and
15 Industrial Welfare Commission Wage Orders by engaging in a uniform policy and systematic
16 scheme of wage abuse against Plaintiffs and the Class Members, including *inter alia*, failing to
17 properly compensate overtime and minimum wages, failing to provide compliant meal and rest
18 periods and associated premium pay, failing to timely pay wages during employment, failing to
19 timely pay wages upon termination and associated waiting-time penalties, failing to provide
20 compliant wage statements, failing to maintain requisite payroll records, and failing to reimburse
21 necessary business expenses. Plaintiff further contends that Defendant's aforementioned conduct
22 constitutes unfair business practices (under the California Business and Professions Code ("UCL")
23 and gives rise to civil penalties recoverable under PAGA.

24 33. Based on data provided by Defendant and extrapolated by Plaintiffs, the total
25 number of Class Members during the period from August 16, 2017, through April 20, 2025
26 ("relevant time period") was estimated to be approximately 944 individuals who worked an
27 estimated total of 14,010 workweeks with an average hourly rate of pay of \$14.00. Similarly,
28 based on the data provide by Defendant and extrapolated by Plaintiffs Class Members are

1 estimated to receive an average Individual Settlement Payment of \$168.30 (\$158,875.00 estimated
2 Net Settlement Amount / 944 estimated Class Members) or \$11.34 per workweek (\$158,875.00
3 estimated Net Settlement Amount / 14,010 estimated workweeks during the class period). Given
4 the relevant time period covers approximately 401 calendar weeks, a Class Member who worked a
5 single week would receive an estimated Individual Settlement Payment of \$11.34 (\$11.34 x 1
6 workweek), while a Class Member working the entire Class Period would be estimated to receive
7 an Individual Settlement Payment of \$4,547.34 (\$11.34 x 401 workweeks). Given Plaintiff Burrola
8 worked an estimated 8 weeks for Defendant, Plaintiff Burrola is estimated to receive an Individual
9 Settlement Payment of \$90.72 (\$11.34 x 8 workweeks). Furthermore, given Plaintiff Rodriguez
10 worked an estimated 34 weeks for Defendant, Plaintiff Rodriguez is estimated to receive an
11 Individual Settlement Payment of \$385.56 (\$11.34 x 34 workweeks). Finally, given Plaintiff
12 Rossman worked an estimated 33 weeks for Defendant, Plaintiff Rossman is estimated to receive
13 an Individual Settlement Payment of \$374.22 (\$11.34 x 33 workweeks).

14 34. Plaintiffs contended that Defendant required Class Members to perform work
15 before clocking-in and after clocking-out of their scheduled shifts. Plaintiffs contended that
16 Defendant discouraged the recordation of overtime hours and required Class Members to perform
17 work off-the-clock. Plaintiffs contended that Defendant failed to include non-discretionary bonuses
18 and incentives in the calculation of the regular rate when paying overtime wages. Plaintiffs also
19 contended that meal and rest periods were regularly missed, later, shortened, and/or interrupted,
20 that Class Members were discouraged from leaving the premises during meal and rest breaks to
21 remain readily available to assist with work tasks, and that Defendant failed to properly pay
22 premiums for all non-compliant meal and rest periods. Additionally, Plaintiffs alleged that
23 Defendant intentionally and willfully failed to pay Plaintiffs and Class Members all wages due to
24 them while they were employed by Defendant, within the time period permissible under California
25 law, and that Defendant failed to pay all wages due upon termination, within the time period
26 permissible under California law, thereby triggering waiting-time penalties under California Labor
27 Code section 203. Plaintiffs contended that, based on the violations described herein, the wage
28 statements provided by Defendant and the payroll records kept by Defendant were inaccurate.

1 Finally, Plaintiffs contended that Defendant failed to reimburse Plaintiffs and the other Class
2 Members for necessary business expenses, including, but not limited to, the costs associated with
3 the usage of personal cell phones and dress-code compliant blazers and dress shoes to perform
4 their work duties.

5 35. Class Counsel considered Defendant's arguments, e.g., that the employer's
6 practices, policies, and procedures complied with the law, that Defendant paid Class Members
7 over the California minimum wage for all hours worked, that Defendant correctly paid overtime
8 for all overtime hours worked, that no waiting-time penalties were due because waiting-time
9 penalties only arise from "willful" failure to pay wages due and owing at the time of termination or
10 resignation, that Plaintiffs and Class Members suffered no actual injury from the alleged wage
11 statement violations and that this alleged violation and the alleged recordkeeping violation are
12 entirely derivative of the other causes of action, and that a policy and practice of reimbursing
13 employees for necessary business-related expenses exists. Class Counsel also considered the
14 likelihood of Plaintiffs' success in establishing that any of provisions of the California Labor Code,
15 on which the civil penalties under PAGA and the UCL claim are predicated, were violated and that
16 such violations were injurious and/or warranted imposition of civil penalties. Class Counsel also
17 considered that trial courts have wide discretion when assessing penalties under PAGA, and that it
18 could be determined that individual liability issues predominate (e.g., due to purported variation in
19 shifts, locations, job duties, and other circumstances which could raise individualized questions of
20 fact) and could pose challenges to certification, manageability, and the merits of Plaintiffs' claims.

21 36. Class Counsel considered information, data, and documents obtained from
22 Plaintiffs, Defendant, and other sources, and created violation, damages, and penalties valuations
23 and models prior to reaching the Settlement. Based thereon, Plaintiffs calculated the potential
24 value of the claims. However, the potential value of each claim assumed an exposure based on the
25 above-captioned action having been certified and Plaintiffs having proven all elements of the
26 claims and entitlement to monetary recovery in the above-captioned action (on a class-wide and a
27 representative basis), despite risks associated with obtaining and maintaining certification and
28 demonstrating manageability, risks to establishing liability and any underlying California Labor

Code and IWC Wage Order violations and damages, and significant additional costs that would have to be incurred in order to certify the above captioned action and establish liability, damages, and penalties amounts in the cases. Plaintiffs faced the risk of the Court finding that individualized issues predominate, such that the cases are not suitable for class treatment. While Class Counsel disagreed with Defendant's arguments and factual contentions, Class Counsel recognized the circumstances and realities of the cases, applicable case law and regulations, the extensive time and pay records produced by Defendant, the costs and expenses of further litigation and certification, and risks to recovery, and applied appropriate discounts for them. Class Counsel calculated the potential and realistic values of each claim as follows:

- a. Failure to Pay Overtime Wages: The potential value of this claim was estimated to be \$588,420.00 (14,010 workweeks x 2 hours of unpaid overtime wages x overtime hourly rate of \$21.00, which is based on the average hourly rate of \$14.00). At this juncture, a discount of 40% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$353,052.00), a discount of 60% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$141,220.80), and a discount of 70% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$42,366.24).
- b. Failure to Pay Minimum Wages: The potential value of this claim was estimated to be \$196,140.00 (14,010 workweeks x 1 hour of unpaid minimum wages x average hourly rate of \$14.00). At this juncture, a discount of 50% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$98,070.00, a discount of 65% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$34,324.50), and a discount of 70% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to

\$10,297.35).

- c. Failure to Provide Compliant Meal Periods and Associated Premiums: The potential value of this claim was estimated to be \$392,280.00 (14,010 workweeks x 2 meal period premium x average hourly rate of \$14.00). At this juncture, a discount of 40% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$235,368.00), a discount of 60% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$94,147.20), and a discount of 80% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$18,829.44).
- d. Failure to Provide Compliant Rest Periods and Associated Premiums: The potential value of this claim was estimated to be \$196,140.00 (14,010 workweeks x 1 rest period premiums x average hourly rate of \$14.00). At this juncture, a discount of 50% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$98,070.00), a discount of 65% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$34,324.50), and a discount of 80% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$6,864.90).
- e. Failure to Timely Pay Wages During Employment: The value of this claim is considered as a part of the valuation of the PAGA claim contained infra.
- f. Failure to Timely Pay Wages After Termination (and Waiting-Time Penalties): Based on information and data provided by Defendant, it was estimated that approximately 771 Class Members had been terminated during the three-year statute of limitations (i.e., from August 16, 2018). Assuming that these individuals were not timely paid all wages due to them upon termination, the potential value of

waiting-time penalties was estimated to be \$2,590,560.00 collectively (771 individuals x [30 days x hourly rate of \$14.00 x 8 hours]), or approximately \$3,360.00 per individual. At this juncture, a discount of 55% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$1,165,752.00), a discount of 70% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$349,725.60), and a discount of 80% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$69,945.12).

g. Failure to Provide Compliant Wage Statements: The potential value of this claim was calculated to be \$824,850.00 ([575 initial violations x \$50 statutory penalty] + [7,961 subsequent violations x \$100 statutory penalty]). At this juncture, a discount of 55% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$371,182.50), a discount of 70% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$111,354.75), and a discount of 80% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$22,270.95).

h. Failure to Maintain Payroll Records: Arguably, civil penalties would only be recoverable by the Labor Commissioner, therefore, the value of this claim is considered as a part of the valuation of the PAGA claim contained infra.

i. Failure to Reimburse Necessary Business Expenses: The potential value of this claim was estimated to be \$112,080.00 (14,010 workweeks x \$8.00 unreimbursed business expenses). At this juncture, a discount of 55% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$50,436.00), a discount of 60% was applied to account

1 for the risks associated with succeeding on the merits and establishing liability
2 (bringing the value of this claim closer to \$20,174.40), and a discount of 80% was
3 applied to account for the risks associated with proving the extent of damages and
4 obtaining an award thereof (bringing the value of this claim closer to \$60,060.00).

5 j. PAGA Penalties: The amount of civil penalties at issue, which the Court could
6 determine whether or not to assess and whether or not to reduce based on the facts
7 and circumstances of the case (to avoid an award that is unjust, arbitrary and
8 oppressive, or confiscatory, pursuant to California Labor Code section 2699(e)(2)),
9 were estimated to be approximately \$1,001,000.0081 (572 aggrieved employees
10 estimated to have worked during one-year statutory period x \$1,750 civil penalties).
11 At this juncture a discount of 70% was applied to account for the risks associated
12 with succeeding on the merits and establishing liability (bringing the value of this
13 claim closer to \$300,300.00), and a discount of 80% was applied to account for the
14 risks associated with the Court's discretion to reduce civil penalties and obtaining an
15 award of civil penalties (bringing the value of this claim closer to \$60.060.00).

16 37. The foregoing discussion confirms that the amount of the Settlement is adequate in
17 light of Plaintiffs' allegations and causes of action, the evidence at issue with respect to those
18 allegations and causes of action, and legal and factual arguments and circumstances which pose
19 challenges to certification, manageability, merits, and monetary recovery. The conclusion to be
20 drawn from the foregoing analysis is that neither class certification, manageability, liability, nor
21 the ability to adjudicate and/or recover monetary relief on a class-wide or representative basis is
22 clear-cut, which is why the Parties elected to settle this matter. Class Counsel also recognized that
23 additional discounts could be made to the risk-adjusted value to account for the costs and expenses
24 associated with further litigation and the present value of obtaining a settlement now as opposed to
25 monetary recovery, if any, that may be obtained in the future after further litigation. Class Counsel
26 recognized the circumstances and realities of the case, applicable case law and regulations, and
27 risks to recovery and applied appropriate discounts.

28 ///

39. My office has made reasonable inquiry as to other litigation against the Defendant and is not aware of any class, representative, or other collective action in any other court that asserts claims similar to those asserted in the Actions.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

For [Signature]

Daniel Bass

EXHIBIT 1

LAWYERS FOR JUSTICE[®]

August 24, 2021

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: OX CAR CARE, INC.

Dear Representative:

We have been retained to represent Patricia Burrola against Ox Car Care, Inc. (including any and all affiliates, subsidiaries, parents, directors, officers, and employees) (collectively referred to as “Ox Car Care”) for violations of California wage-and-hour laws. Ms. Burrola seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 (“PAGA”) and all other remedies available under PAGA.

Ms. Burrola seeks these remedies on behalf of the State of California and “aggrieved employees,” as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Ox Car Care employed Ms. Burrola as an hourly-paid, non-exempt employee from approximately December 2019 to approximately March 2020, in the State of California. Pursuant to the Emergency Rules Related to COVID-19, Rule 9(a), “the statutes of limitation and repose for civil causes of action that exceed 180 days are tolled from April 6, 2020, until October 1, 2020.”

The “aggrieved employees” that Ms. Burrola may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California, including, but not limited to all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California who earned shift differentials/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the correct regular rate of pay used to calculate the overtime rate.

Based on the following facts and theories, Ox Car Care has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001, and 9-2001.

Ox Car Care required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, waiting to clock-in, preparing the database and client call backs, making and receiving phone calls, and responding to work related inquiries.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Burrola and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Burrola and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Ox Car Care required Ms. Burrola and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Ox Car Care failed to pay Ms. Burrola and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Ox Car Care failed to pay Ms. Burrola and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Ox Car

Care did not provide Ms. Burrola and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Ox Car Care were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Ms. Burrola and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. Burrola and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. Burrola and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. Burrola and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. Burrola and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Ox Car Care failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Ms. Burrola and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Ox Car Care did not provide Ms. Burrola and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001, and 9-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of

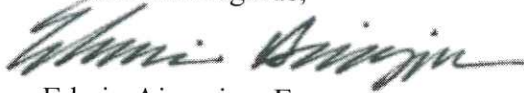
work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Ox Car Care failed to pay Ms. Burrola and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Ms. Burrola and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Ox Car Care failed to pay Ms. Burrola and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Ms. Burrola and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. Burrola and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Ox Car Care.

Therefore, on behalf of all aggrieved employees, Ms. Burrola seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,

A handwritten signature in dark ink, appearing to read 'Edwin Aiwanian', written in a cursive style.

Edwin Aiwanian, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Ox Car Care, Inc.
c/o Registered Agents Inc
Agent for Service of Process
1401 21st Street, Suite R
Sacramento, CA 95811

EXHIBIT 2

**CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT AND RELEASE
OF CLAIMS**

This Class and Representative Action Settlement Agreement and Release of Claims (“Settlement” or “Agreement”) is between (1) plaintiffs Patricia Burrola (“Plaintiff Burrola”) Nathan Rodriguez (“Plaintiff Rodriguez”), and Kirstie Rossman (“Plaintiff Rossman;” together are referred to as “Plaintiffs”) and (2) defendant Ox Car Care, Inc. (“Defendant”) (collectively, the “Parties”),

By this Agreement the Parties intend to settle the Action (defined below) and to fully, finally, and forever resolve, discharge, and settle the Released Claims (defined below), subject to judicial approval of the terms set forth herein. If this Agreement is not finally approved, or is otherwise nullified, then the Parties shall return to their positions preceding this Agreement and Defendant shall retain all rights to challenge the Plaintiffs' claims, trial plan, and/or the certification of any class.

1. DEFINITIONS

For the purposes of this Agreement, the Parties define the following terms. Each defined term appears throughout in initial capital letters.

1.1. “Actions” refer to the lawsuits entitled *Patricia Burrola, et al. v. Ox Care Care, Inc.*, Orange County Superior Court Case No. 30-2021-01216803-CU-OE-CXC (“Class Action”), and *Patricia Burrola, et al. v. Ox Care Care, Inc.*, Orange County Superior Court Case No. 30-2021-01228564-CU-OE-CXC (“PAGA Action”).

1.2. “Administrative Costs” refers to all costs associated with administration of the settlement contemplated by this Agreement, not to exceed \$13,000.00. Administrative Costs include all fees and costs for, among other things, printing, copying, formatting, postage, envelopes, computer searches to locate addresses, calculation of payments to individual Class Members, calculation of applicable payroll withholdings and payroll taxes, preparation and filing of appropriate IRS Forms, any costs associated with the process for any uncashed settlement checks, and any other expenses the Settlement Administrator incurs to complete the settlement process according to the terms of this Agreement. Administrative Costs are borne in the first instance by the Settlement Administrator, and will be reimbursed or paid from the Settlement subject to Court approval.

1.3. “Agreement” refers to this Class and Representative Action Settlement

Agreement and Release of Claims, which includes all its recitals herein and all the attached exhibits.

1.4. “Class Counsel” refers to LAWYERS *for* JUSTICE, PC. For purposes of providing any notices required under this Agreement, Class Counsel shall refer to LAWYERS *for* JUSTICE, PC, Arby Aiwarzian, Esq. (arby@calljustice.com), Joanna Ghosh, Esq. (joanna@calljustice.com), Brian J. St. John, Esq. (brian@calljustice.com), and Maria Halwadjian, Esq. (maria@calljustice.com), 450 North Brand Boulevard, Suite 900, Glendale, California 91203, Tel: (818) 265-1020, Fax: (818) 265-1021.

1.5. “Class Counsel Payment” refers to the amount of attorneys’ fees and costs that the Court awards to Class Counsel in connection with the resolution of the Actions in accordance with this Agreement.

1.6. “Class” or “Class Member(s)” means all current and former hourly-paid or non-exempt employees who worked for Defendant within the state of California at any time during the Class Release Period.

1.6. “Class Release Period” period shall be from August 16, 2017, through April 20, 2025.

1.8. “Class Representative(s)” refers to Plaintiffs Patricia Burrola, Nathan Rodriguez, and Kirstie Rossman.

1.9. “Class Settlement” refers to the settlement and release of the Released Class Claims.

1.10. “Court” refers to the Judge presiding over the Actions.

1.11. “Defendant” refers to Ox Car Care, Inc.

1.12. “Defense Counsel” refers to whichever attorney or law firm is counsel of record for Defendant in these Actions. For purposes of providing any notices required under this Agreement, notice will be provided to the address appearing in the Court file for counsel of record for Defendant in these Actions at the time the notice is sent, with a copy to Phillip Imanlihen, Registered In-House Counsel, 17875 Von Karman, Suite 150, Irvine, CA 92614.

1.13. “Effective Date” means the later of the Court’s final approval of the Settlement Agreement with issuance of a Final Approval Order and Judgment, if no objections have been filed; (b)

1 the time of commence an appeal from the Final Approval Order and Judgment has expired, if an
2 objection has been filed and no appeal was filed; or (c) the final resolution of any appeal of the Final
3 Approval Order and Judgment or other proceeding seeking review of the Final Approval Order and
4 Judgment that has been filed.

5 **1.14. “Eligible Workweek” or “Workweek”** refers to a workweek in which a Class
6 Member was employed by Defendant in the State of California during the Class Release Period (defined
7 below), and received any regular pay. Any workweek in which the Class Member received only
8 remuneration other than regular pay (such as paid time off, for example) will not be an Eligible
9 Workweek.

10 **1.15. “Eligible Pay Period” or “Pay Period”** refers to a pay period in which a PAGA
11 Member was employed by Defendant in the State of California during the PAGA Release Period
12 (defined below), and received any regular pay. Any pay period in which the PAGA Member received
13 only remuneration other than regular pay (such as paid time off, for example) will not be an Eligible Pay
14 Period.

15 **1.16. “Enhancement Award”** refers to any payment that the Court awards to each of
16 the Class Representatives for their efforts in prosecuting the Actions on behalf of the Class.

17 **1.17. “Final Approval Hearing”** refers to the hearing at which the Court decides
18 whether the terms of the Agreement are fair, reasonable, and adequate for the Class Members and meet
19 all requirements for final approval.

20 **1.18. “Final Approval Order”** refers to the order by the Court approving the
21 Settlement following the Final Approval Hearing.

22 **1.19. “Individual Settlement Payment”** refers to the amount calculated by the
23 Settlement Administrator to distribute to each Settlement Class Member as consideration for the
24 Released Class Claims. The Individual Settlement Payment shall be paid from the Net Settlement
25 Amount.

26 **1.20. “Individual PAGA Payment”** refers to the amount calculated by the Settlement
27 Administrator to distribute to each PAGA Member. Any Class Member who opts out of the Class
28

1 Settlement will still be bound by the PAGA Settlement and shall be issued their *pro rata* share of the
2 PAGA Settlement Fund if they are a PAGA Member

3 **1.21. “Judgment”** refers to the judgment entered by the Court in the Actions following
4 the Final Approval Hearing.

5 **1.22. “LWDA”** refers to the California Labor & Workforce Development Agency,
6 which helps to enforce The Labor Code Private Attorneys General Act, California Labor Code section
7 2698, *et seq.* (“PAGA”) and which will receive the LWDA’s seventy-five percent (75%) portion of the
8 PAGA Payment (i.e., the “LWDA Payment”).

9 **1.23. “Net Settlement Amount”** refers to the portion of the Total Settlement Amount
10 that remains after accounting for any Enhancement Awards, the PAGA Penalty Amount, Administrative
11 Costs, and the Class Counsel Payment. The Net Settlement Amount shall be distributed to Settlement
12 Class Members pursuant to the formulas set forth in this Agreement.

13 **1.24. “Notice of Class Action Settlement”** or **“Class Notice”** refer to the Notice of
14 Class Action and PAGA Settlement, substantially in the form attached as **Exhibit A**.

15 **1.25. “Objection”** refers to a written statement submitted by a Class Member to the
16 Settlement Administrator that contains (1) the name and case number of the Actions (or reasonable
17 portion thereof), (2) the full name, last four digits of their social security number, current address, and
18 signature of the Settlement Class Member making the objection, (3) the specific reason(s) for objecting
19 to the Class Settlement, and (4) all evidence and supporting papers (including, without limitation, all
20 briefs, written evidence, and declarations) for the Court to consider.

21 **1.26. “Objector”** refers to a Settlement Class Member who has submitted an objection
22 to the Class Settlement.

23 **1.27. “PAGA Group”** and **“PAGA Members”** shall mean all current and former
24 hourly-paid or non-exempt employees of Defendant in California employed during the PAGA Release
25 Period.

26 **1.28. “PAGA Penalty Amount”** refers to the portion of the Total Settlement Amount
27 that shall be allocated to claims under PAGA. Seventy-five percent (75%) of the PAGA Penalty Amount
28 shall be payable to the LWDA (i.e., the “LWDA Payment”). The remaining twenty-five percent (25%)

1 shall be distributed to the PAGA Members. The Parties have agreed to allocate Sixty-Five Thousand
2 Dollars (\$65,000.00) of the Total Settlement Amount to claims under PAGA. Of this, Forty-Eight
3 Thousand Seven Hundred Fifty Dollars (\$48,750.00) shall be payable to the LWDA and the remaining
4 Sixteen Thousand Two Hundred Fifty Dollars (\$16,250.00) shall be distributed to PAGA Members.

5 **1.29. "PAGA Release Period"** refers to the period from August 24, 2020, through
6 either (a) the date of the Court's preliminary approval of the settlement, or (b) April 20, 2025, whichever
7 is sooner.

8 **1.30. "PAGA Settlement"** refers to the settlement and release of the Released PAGA
9 Claims.

10 **1.31. "PAGA Settlement Fund"** refers to the twenty-five percent (25%) portion of the
11 PAGA Penalty Amount that will be distributed to the PAGA Group pursuant to the formula set forth in
12 Section 5.4.3, below.

13 **1.32. "Parties"** refers collectively to (1) Patricia Burrola, individually and on behalf of
14 the Class and State of California pursuant to PAGA, (2) Nathan Rodriguez, individually and on behalf of
15 the Class, (3) Kirstie Rossman, individually and on behalf of the Class, and (4) Ox Car Care, Inc.

16 **1.33. "Plaintiffs"** refer to Patricia Burrola, Nathan Rodriguez, and Kirstie Rossman,
17 individually and on behalf of the Settlement Class and State of California pursuant to PAGA.

18 **1.34. "Preliminary Approval Order"** refers to the order granting preliminary
19 approval of the Settlement entered by the Court following a Motion for Preliminary Approval.

20 **1.35. "Qualified Settlement Fund (QSF)"** refers to a Qualified Settlement Fund
21 pursuant to U.S. Treasury Regulation Section 468B-1.

22 **1.36. "Released Claims"** means the Released Class Claims and the Released PAGA
23 Claims, collectively, that will be extinguished by operation of this Agreement and the events it provides
24 for.

25 **1.37. "Released Class Claims"** means the claims released by the Settlement Class
26 Members as to the Released Parties include all claims under state, federal, or local law, arising out of the
27 claims expressly pleaded in the Action and all other claims, such as those under the California Labor
28 Code, Wage Orders, regulations, and/or other provisions of law, that could have been asserted based on

the facts pleaded in the Action for: (1) failure to pay overtime wages under Labor Code Sec. 510, 1198; (2) failure to provide meal periods and/or pay meal period premiums under Labor Code Sec. 226.7, 512; (3) failure to provide rest periods and/or pay rest period premiums under Labor Code Sec. 226.7; (4) failure to pay minimum wages under Labor Code Sec. 1194, et seq.; (5) failure to timely pay wages upon termination under Labor Code Sec. 203; (6) failure to timely pay wages during employment under Labor Code Sec. 204, 210; (7) failure to provide accurate, itemized wage statements under Labor Code Sec. 226; (8) failure to keep requisite payroll records under Labor Code Sec. 1174(d); (9) failure to reimburse business expenses under Labor Code Sec. 2800, 2802; (10) violation of California's unfair competition law under Business and Professions Code Sec. 17200.

1.38. "Released Parties" means Defendant Ox Car Care, Inc. and any of its former and/or current parents, subsidiaries, affiliates, and any other entities that could be considered to have jointly employed the Class Members or PAGA Members, as well as each of their officers, directors, managers, owners, executives, partners, executive-level employees, shareholders, agents, attorneys, and any other predecessors, successors, assigns or legal representatives.

1.39. "Released PAGA Claims" means all claims that the PAGA Members release as to the Released Parties include all claims for civil penalties under the Labor Code Private Attorneys General Act ("PAGA") based on violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001, and 9-2001.

1.40. "Request for Exclusion" refers to a written request by a Class Member seeking to be excluded from the Class Settlement.

1.41 "Settlement Administrator" refers to ILYM Group, Inc. the third-party administrator the Parties have selected, subject to Court approval. The Parties and their counsel each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

1.42. "Settlement Class" or "Settlement Class Member(s)" refers to all current and former hourly-paid or non-exempt employees of Defendant in California employed during the Class Release Period who did not submit a Request for Exclusion.

1 **1.43. “Total Settlement Amount”** refers to the payment Defendant is obligated to
2 make in connection with the Agreement, which is Four Hundred Thirty-Seven Thousand Five Hundred
3 Dollars (\$437,500.00) subject to Section 2.6. In no event shall Defendant be obligated to pay more than
4 this amount, other than the employer’s share of payroll taxes, to be calculated following filing of the
5 Final Approval Order. This sum includes all Individual Settlement Payments, Enhancement Awards, the
6 PAGA Penalty Amount, Administrative Costs, and the Class Counsel Payment.

7 **1.44. “Workweek Dispute”** refers to a written statement submitted by a Class Member
8 to the Settlement Administrator that disputes the number of Eligible Workweeks and/or Eligible Pay
9 Periods credited to the Class Member.

10 **2. RECITALS AND PROCEDURAL HISTORY**

11 **2.1. Allegations in the Actions.** On August 16, 2021, Plaintiff Patricia Burrola filed
12 the Class Action, in the Superior Court of the State of California for the County of Orange, on behalf of
13 herself, a putative class of hourly-paid and non-exempt employees. On October 28, 2021, Plaintiff
14 Patricia Burrola filed the PAGA Action, in the Superior Court of the State of California for the County
15 of Orange, on behalf of herself and on behalf of other aggrieved employees pursuant to the California
16 Private Attorneys General Act. On May 4, 2022, Plaintiff Burrola filed First Amended Class Action
17 Complaint for Damages, in the Superior Court of the State of California for the County of Orange,
18 adding Nathan Rodriguez and Kirstie Rossman as additional named plaintiffs and putative class
19 representatives.. On September 2, 2022, the Court granted Defendant’s Motion to Consolidate the
20 Actions. In the Actions, Plaintiffs seek to recover for alleged violations of the California Labor Code
21 and Industrial Commission Wage Orders for Defendant’s alleged failure to pay all wages due, failure to
22 provide compliant meal periods and associated premiums, failure to provide compliant rest periods and
23 associated premiums, failure to timely pay wages upon termination, failure to timely pay wages during
24 employment, failure to provide complete and accurate wage statements, failure to keep requisite payroll
25 records, failure to reimburse business expenses, violation of UCL, and penalties under of California
26 Labor Code § 2698, *et seq.*

27 **2.2. Defendant’s Denials.** Defendant denies (1) all the material allegations in the
28 Actions; (2) that it violated any applicable laws, (3) that it is liable for damages, penalties, interest,

1 restitution, attorneys' fees, or costs, or for any other compensation or remedy with respect to anyone on
2 account of the claims asserted in the Actions, and (4) that class certification or representative treatment
3 is appropriate as to any claim in the Actions. Defendant contends that its policies, procedures, and
4 practices comply with all applicable laws asserted in the Actions. Nonetheless, without admitting any
5 liability or wrongdoing whatsoever and without admitting that class certification or representative
6 treatment is appropriate for any purpose other than for settlement purposes alone, Defendant has agreed
7 to settle the Actions on the terms set forth in this Agreement, to avoid the burden, expense, and
8 uncertainty of litigation. Any statements by Defendant in this Agreement are made for settlement
9 purposes only.

10 **2.3. Class Counsel's Investigation.** Class Counsel represents that they have
11 conducted a sufficiently thorough investigation into the claims being resolved by way of the Actions.
12 Based on their own independent investigation and evaluation and all known facts and circumstances,
13 including the risk of significant defenses asserted by Defendant, Class Counsel is of the opinion that the
14 Agreement is fair, reasonable, and adequate and is in the best interests of the Class, State of California,
15 and PAGA Members.

16 **2.4. Negotiation of Settlement.** Class Counsel engaged in intensive negotiations with
17 Defendant with a view toward achieving substantial benefits for the Class Members, State of California,
18 and PAGA Members while avoiding the cost, delay, and uncertainty of further litigation. Plaintiffs and
19 Class Counsel urge approval of this Agreement after considering (1) the factual and legal defenses to the
20 claims asserted, which render uncertain the ultimate outcome of the Actions, class certification, and
21 manageability issues, (2) the potential difficulties Plaintiffs and Class Members would encounter in
22 establishing their claims and maintaining class or representative treatment, (3) the substantial benefits
23 that Class Members, the State of California, and PAGA Members would receive under this Agreement,
24 (4) that this Agreement provides Class Members, the State of California, and PAGA Members relief in
25 an expeditious and efficient manner, compared to any manner of recovery possible after litigation and
26 potential appeal, and (5) that this Agreement allows Class Members to opt out of the Class Settlement
27 and individually pursue the Released Class Claims.
28

1 **2.5. Certification of Class and Approval of PAGA Settlement.** This Agreement is
2 contingent upon both of the following: (1) the Court's certification of the Class under California Code of
3 Civil Procedure section 382 for settlement purposes only, and (2) the Court's approval of the PAGA
4 Settlement. Defendant does not waive, and instead expressly reserves, the right to challenge the
5 propriety of class certification or representative treatment for any other purpose should the Court not
6 approve the Agreement.

7 **2.6. Class/PAGA Size Estimates and Escalator Clause.** Based on its records,
8 Defendant represents that there are 13,685 workweeks during the period from August 16, 2017, to
9 February 14, 2025. Should the qualifying workweeks increase beyond 10% worked by the Class
10 Members during the Class Release Period, then Defendant shall increase the Total Settlement Amount
11 on a pro-rata basis equal to the percentage increase in the number of workweeks worked by the Class
12 Members above 10% (e.g., if the number of workweeks increases by 11% to 15,190 workweeks, the
13 Total Settlement Amount will increase by 1%).

14 **3. NOTICE TO CLASS MEMBERS**

15 **3.1. Content of Class Notice.** The Class Notice shall be substantially in the form
16 attached as **Exhibit A** and include the amount of the settlement, a calculation of the Class Members'
17 anticipated share of the Net Settlement Amount, PAGA Members' anticipated share of the PAGA
18 Settlement Fund, and the full amounts of the contemplated Class Counsel Payment, Enhancement
19 Awards, and Administrative Costs, the terms of the release under the Class Settlement and PAGA
20 Settlement, the procedure to opt out of the Class Settlement through a Request for Exclusion, the
21 procedure to object to the Class Settlement, and the date of the Final Approval Hearing. No claim form
22 will be required to participate in the Settlement. It shall only be distributed to Class Members.

23 **3.2. Settlement Administrator.** The Parties select ILYM Group, Inc. as the
24 Settlement Administrator. The duties of the Settlement Administrator shall include, without limitation,
25 mailing notices to Class Members, establishing a QSF, obtaining appropriate tax identification
26 number(s), calculating Individual Settlement Payments, Individual PAGA Payments, mailing all
27 settlement payments and tax forms to Class Members and PAGA Members, remitting all tax payments
28 and requisite reporting documentation to taxing authorities, and the other duties associated with

1 settlement administration, including those specified in this Agreement. Any dispute relating to the
2 settlement administration will, after good-faith efforts by the Parties to resolve the dispute, be referred to
3 the Court.

4 **3.3. Class Data for the Settlement Administrator.** Within thirty (30) calendar days
5 of the later of preliminary approval of this settlement or court approval of the Notice of Class Action
6 Settlement, Defendant shall provide to the Settlement Administrator a confidential class list ("Class Data
7 and List") containing, for each Class Member and PAGA Member: (1) the full name; (2) employee ID
8 number; (3) last known address and telephone number; (4) number of Workweeks during the Class
9 Release Period; (4) number of Pay Periods during the PAGA Release Period; and (5) social security
10 number. This information shall be used to facilitate the administration of this Agreement. The
11 Settlement Administrator shall keep the Class Data and List provided by Defendant strictly confidential
12 and shall use it only for the purposes described in this Agreement. It shall not be shared with Class
13 Counsel.

14 **3.4. Mailing Materials to Class Members.** Within fifteen (15) calendar days of the
15 receipt of the Class Data and List discussed immediately above in Section 3.3, the Settlement
16 Administrator shall conduct a search of the United States Postal Services' National Change of Address
17 database to locate and update addresses for Class Members, and send the Notice of Class Action
18 Settlement to Class Members to their last known address via First Class U.S. Mail. Any mailing
19 returned to the Settlement Administrator as undeliverable on or before the Response Deadline shall be
20 sent within five (5) calendar days via First Class U.S. Mail to any available forwarding address. If no
21 forwarding address is available, then the Settlement Administrator shall attempt to determine the correct
22 address by using a computer-based skip-trace search, and shall then perform, if feasible, a re-mailing via
23 First Class U.S. Mail within ten (10) calendar days. If the last known address is not available for a Class
24 Member, then the Notice of Class Action Settlement for that Class Member will be deemed
25 undeliverable. Only one re-mailing is required. If a Class Member cannot be located within two
26 attempts at mailing, then the Notice of Class Action Settlement for that Class Member will be deemed
27 undeliverable. It is the intent of the Parties that reasonable means be used to locate Class Members.

28 **3.5. Proof of Mailing.** At least twenty (20) calendar days prior to the Final Approval

1 Hearing, the Settlement Administrator shall provide a declaration of due diligence and proof of mailing
2 with regard to mailing of the Notice of Class Action Settlement to Class Counsel and Defense Counsel,
3 which they shall in turn file with the Court.

4 **4. CLASS MEMBERS' OPTIONS TO RESPOND**

5 **4.1. Time Period to Opt Out, and/or Object.**

6 **4.1.1. Submission of Requests for Exclusions and Objections.** Class
7 Members will have forty-five (45) calendar days from the date of the mailing of the Class Notices
8 ("Response Deadline") to postmark and submit their written Requests for Exclusion or Objections to the
9 Settlement Administrator. Class Members who are re-mailed their Class Notice will have an additional
10 forty-five (45) calendar days from the original Response Deadline to postmark and submit their written
11 Requests for Exclusion or Objections to the Settlement Administrator. The process and requirements for
12 submitting Requests for Exclusions and Objections is detailed below. A Class Member who excludes
13 himself or herself from the Class Settlement shall lose standing to object to the Class Settlement. Except
14 as specifically provided herein, no Class Member response of any kind that is postmarked after the
15 Response Deadline shall be considered absent agreement of the Parties or the Court.

16 **4.2. Requests for Exclusion and Opt Out Rights.** Class Members shall be given the
17 opportunity to opt out of the Class Settlement.

18 **4.2.1. Opt Out Procedure.** Class Members may opt out of the Class Settlement
19 by mailing the Settlement Administrator a Request for Exclusion postmarked on or before the Response
20 Deadline. A Request for Exclusion must contain (1) the name and case number of the Actions (or
21 reasonable portion thereof), (2) the Class Member's full name, current address, current telephone
22 number, the last four digits of the Class Member's Social Security number, and signature, (3) a
23 statement clearly indicating that the Class Members wishes to be excluded or opt out of the Class
24 Settlement. Any Request for Exclusion that does not include all of the required information or that is
25 not submitted in a timely manner will be deemed ineffective. If there is a dispute regarding the
26 timeliness or validity of a Request for Exclusion, then the Settlement Administrator shall make the
27 determination, after consultation with Class Counsel and Defense Counsel. The Court retains final
28 authority as to the validity and authenticity of Requests for Exclusion.

1 **4.2.2. Deficiency Notices.** Within ten (10) calendar days after receipt by the
2 Settlement Administrator of each timely-submitted Request for Exclusion, the Settlement Administrator
3 will send a deficiency notice to the Class Members addressing any irregularities in the Request for
4 Exclusion (such as failure to sign or include last four digits of Social Security Number). The deficiency
5 notice will provide the Class Members fourteen (14) calendar days from the mailing of the deficiency
6 notice to postmark and submit a written response to cure all deficiencies. The failure of a Class Member
7 to cure all material deficiencies in a timely manner shall invalidate a Request for Exclusion and will not
8 be subject to cure.

9 **4.2.3. Effect of Request for Exclusion.** Any Class Member who opts out of the
10 Class Settlement by submitting a Request for Exclusion may not make an objection to the Class
11 Settlement and shall not receive any Individual Settlement Payment, and shall not be bound by the Class
12 Settlement, however any Class Member who is also a PAGA Member is nevertheless bound by the
13 PAGA Settlement and shall receive their *pro rata* share of the PAGA Settlement Fund. If a Class
14 Member submits both a Request for Exclusion and an objection, then the Request for Exclusion will be
15 valid and will invalidate the objection. Each Class Member who does not submit a timely and valid
16 Request for Exclusion shall be bound by the Class Settlement.

17 **4.2.4. Tolerance of Opt-Outs—Defendant’s Right to Withdraw.** If the
18 number of Class Members who submit timely and valid Requests for Exclusion meets or exceeds ten
19 percent (10%) of the total number of Class Members, then Defendant may abrogate this Agreement by
20 informing Class Counsel in writing within ten (10) calendar days after the Settlement Administrator
21 notifies the Parties of the total number of timely and valid Requests for Exclusions received by the
22 Response Deadline (or if applicable, extended Response Deadline). Defendant’s right to withdraw from
23 the Settlement under this Section expires fifteen (15) calendar days after the Settlement Administrator
24 notifies the Parties of the total number of timely and valid Requests for Exclusions received by the
25 Response Deadline (or if applicable, extended Response Deadline). In the event Defendant exercises
26 this option, the costs of administration shall be borne by Defendant.

27 **4.3. Objections.** Class Members who do not submit a timely and valid Request for
28 Exclusion may object to the Class Settlement by mailing the Settlement Administrator an Objection

1 postmarked on or before the Response Deadline and/or presenting their objection to the Class Settlement
2 orally at the Final Approval Hearing.

3 **4.3.1. Objection Procedures.** Class Members who make an objection to the
4 Class Settlement remain bound by the Class Settlement if the Agreement is approved by the Court.
5 Objections must be sent to the Settlement Administrator. Objections can also be made in person at the
6 Final Approval Hearing. The Settlement Administrator shall attached copies of all Objections that it
7 receives to its declaration that will be provided to Class Counsel, and Class Counsel shall be responsible
8 for promptly filing the declaration with exhibit(s) with the Court.

9 **4.3.2. Waiver of Objection Rights.** Class Members who fail to submit an
10 objection to the Class Settlement in the manner specified in the Notice of Class Action Settlement shall
11 be deemed to have waived any objection to the Class Settlement and shall be foreclosed from objecting
12 to the Class Settlement, whether by appeal or otherwise.

13 **4.4. Proof of Class Members' Responses.** At least twenty (20) calendar days prior to
14 the Final Approval Hearing, the Settlement Administrator will prepare a declaration to submit to the
15 Court regarding the mailing of the Notice of Class Action Settlement, the inability to deliver any mailing
16 due to invalid addresses, the number of any Requests for Exclusion (and the names of those individuals
17 who submitted Requests for Exclusion), and the number of any Objections and the contents of the
18 Objections (and attach said Objections as exhibit(s) to the declaration).

19 **4.5. Binding Effect of Settlement.** Although a Class Member might not receive the
20 Notice of Class Action Settlement, and might not timely submit an Objection or a Request for Exclusion
21 because of inability to locate the Class Member's current address, that Class Member shall nonetheless
22 be bound by the Class Settlement. The PAGA Settlement will be binding on the State of California with
23 respect to PAGA Members irrespective of the ability to locate or distribute a Class Notice to PAGA
24 Members, since there is no right to notice or an opportunity to object to or opt out of a settlement of
25 PAGA claims.

26 **4.6. No Interference with Class Member Responses.** Each Party agrees not to
27 encourage any Class Member to submit an objection to the Class Settlement or a Request for Exclusion
28 and agrees not to retaliate against any Class Member for participating or not participating in the Class

1 Settlement that this Agreement contemplates.

2 **4.7. Administrative Costs.** The Parties have obtained a reasonable estimate of
3 Administrative Costs, and agree that up to Thirteen Thousand Dollars (\$13,000.00) will be drawn from
4 the Gross Settlement Amount for payment of Administrative Costs subject to Court approval. If the
5 Court approves a lesser amount, then the other terms of this Agreement shall still remain in effect. The
6 amount of Administrative Costs is not a material term of this Agreement. If Defendant exercises its
7 right to abrogate the Agreement under Section 4.2.4, Defendant shall be responsible for payment of all
8 Administrative Costs incurred to date.

9 **4.8. Class Counsel Payment.** Plaintiffs intend to request—and Defendant agrees not
10 to oppose—that the Court award a Class Counsel Payment, to be drawn from the Gross Settlement
11 Amount, for (a) attorneys' fees of up to thirty-five percent (35%) of the Total Settlement Amount
12 (which is estimated to be One Hundred Fifty-Three Thousand One Hundred Twenty-Five Dollars
13 (\$153,125.00) if the Total Settlement Amount remains \$437,500.00) and (b) litigation costs actually
14 incurred in in the Actions, supported by adequate documentation, in an amount not to exceed Twenty-
15 Five Thousand Dollars (\$25,000.00). Defendant shall have no liability for any other attorneys' fees or
16 costs. The Settlement Administrator may purchase an annuity to utilize United States Treasuries and
17 bonds or other attorney fee deferral vehicles, for Class Counsel. Any additional expenses for the use of
18 attorney fee deferral vehicles by the Settlement Administrator shall be paid separately by Class Counsel
19 and shall not be included within the Administrative Costs. Defendant and Defendant's counsel shall not
20 be liable for any expenses associated with the use of an attorney fee deferral vehicle by the Settlement
21 Administrator. To the extent that the Court approves less than the amount of Class Counsel Payment
22 that Plaintiffs request, the difference between the requested and awarded amounts will remain part of the
23 Net Settlement Amount for distribution to Class Members as set forth in Sections 5.5, below.

24 **4.8.1. Approval of Class Counsel Payment Not Material.** The Court's
25 approval of the Class Counsel Payment in the amount requested is not a material term of this
26 Agreement.

27 **4.8.2. Timing of Class Counsel Payment.** The Class Counsel Payment shall be
28 payable within thirty (30) calendar days after the Effective Date. Within ten (10) calendar days after the

Effective Date, Class Counsel shall transmit instructions to the Settlement Administrator as to how any approved attorneys' fees and costs shall be paid. The Settlement Administrator shall issue an appropriate Internal Revenue Service Form 1099 to Class Counsel. Class Counsel shall be solely responsible for paying all applicable taxes on any Class Counsel Payment and shall indemnify and hold harmless Defendant from any claim or liability for taxes, penalties, or interest arising as a result of the Class Counsel Payment.

4.9. Enhancement Awards. Plaintiffs intend to request—and Defendant agrees not to oppose—that the Court award Enhancement Awards to each of the Plaintiffs in an amount of Seven Thousand Five Hundred Dollars (\$7,500.00), to be drawn from the Total Settlement Amount. Any Enhancement Awards would be in addition to the Individual Settlement Payment and Individual PAGA Payment. To the extent that the Court approves less than the amount of Enhancement Awards that Plaintiffs request, the difference between the requested and awarded amounts will remain part of the Net Settlement Amount for distribution to Settlement Class Members as set forth in Sections 5.5, below.

4.9.1. Enhancement Awards Not Material. The Court's approval of the Enhancement Awards are not a material term of this Agreement. If the Court does not approve or approves only a lesser amount than that requested for a Enhancement Awards, then the other terms of this Agreement shall still remain in effect and the difference will remain part of the Net Settlement Amount.

4.9.2. Timing of Enhancement Awards. The Settlement Administrator shall pay any Enhancement Awards within thirty (30) business days after the Effective Date, and shall issue an IRS Form 1099 to the Class Representatives. The Class Representatives shall be solely responsible for paying all applicable taxes on any Enhancement Awards and shall indemnify and hold harmless Defendant from any claim or liability for taxes, penalties, or interest arising as a result of their Enhancement Awards.

4.10. PAGA Penalty Amount . Plaintiff will seek approval for Sixty-Five Thousand Dollars (\$65,000.00) to be drawn from the Gross Settlement Amount and allocated to the PAGA Payment. Seventy-five percent (75%) of this amount shall be paid to the LWDA. The remaining twenty-five (25%) percent shall be distributed to PAGA Members. Plaintiff is responsible for

1 submitting all documents required for approval of the Class, and approval of the PAGA Penalty,
2 including any documents required by the LWDA.

3 **4.10.1. Amount of PAGA Penalty Amount Not Material.** Any change in the
4 requested PAGA Penalty Amount is not a material term of this Agreement. If the Court approves a
5 lesser or greater amount than that requested, the other terms of this Agreement shall still remain in
6 effect. However, some approval of a PAGA Penalty Amount is a material term of the settlement and
7 this Agreement. If the Court does not approve a PAGA Penalty Amount, then the entire Agreement will
8 be, at Defendant's sole discretion, void and unenforceable. In the event Defendant exercises this option,
9 the costs of administration shall be borne by Defendant.

10 **4.10.2. Timing of PAGA Penalty Amount.** The Settlement Administrator shall
11 pay seventy-five percent (75%) percent of any approved PAGA Penalty Amount to the LWDA within
12 thirty (30) days after the Effective Date.

13 **4.10.3. Calculation of Individual PAGA Payment.** For their Individual PAGA
14 Payment, each PAGA Member will be eligible to receive a portion of the PAGA Settlement Fund based
15 the following formula: (PAGA Member's Eligible Pay Periods in PAGA Release Period ÷ total Eligible
16 Pay Periods in the PAGA Release Period attributable to all PAGA Members) x PAGA Settlement Fund.

17 **4.10.4. Distributing the Individual PAGA Payment to PAGA Members Who**
18 **Are Also Settlement Class Members.** For members of the PAGA Group who are also Settlement
19 Class Members, the Settlement Administrator shall combine said individual's Individual Settlement
20 Payment and Individual PAGA Payment and issue them a single check.

21 **4.11. Individual Settlement Payments.** Each Settlement Class Member (i.e., Class
22 Members who do not submit a timely and valid Request for Exclusion) shall be entitled to an Individual
23 Settlement Payment consisting of a share of the Net Settlement Amount ("Individual Settlement Share").

24 **4.11.1. Calculation of Individual Settlement Payments.** For their Individual
25 Settlement Payment, each Settlement Class Member will be eligible to receive a portion of the Net
26 Settlement Amount. The Individual Settlement Payment to a Settlement Class Member will be
27 calculated by dividing the number of Eligible Workweeks attributed to the Settlement Class Member by
28 all Eligible Workweeks attributed to members of the Settlement Class, multiplied by the Net Settlement

1 Amount. Otherwise stated, the formula for a Settlement Class Member is: (individual's Eligible
2 Workweeks ÷ total Eligible Workweeks for all members of the Settlement Class) x Net Settlement
3 Amount.

4 Defendant will use its time and payroll records to calculate the number of Eligible Workweeks
5 worked for each Class Member as set forth in Section 1.15 for the Settlement Administrator's use in
6 calculating Individual Settlement Payments. The Class Notice will include information for each Class
7 Member showing how much the individual Class Member is expected to receive based on this formula
8 and their number of Eligible Workweeks. The Class Notice will also provide the Class Members an
9 opportunity to dispute the number of Eligible Workweeks and/or Eligible Pay Periods indicated on the
10 Class Notice by mailing the Settlement Administrator a Workweek Dispute postmarked on or before the
11 Response Deadline. A Workweek Dispute must contain (1) the name and case number of the Actions (or
12 reasonable portion thereof), (2) the Class Member's full name, current address, current telephone
13 number, the last four digits of the Class Member's Social Security number, and signature, (3) contain a
14 clear statement indicating that the Class Member disputes the number of Eligible Workweeks and/or
15 Eligible Pay Periods credited to the Class Member; (4) and any documentation that supports a different
16 number of Eligible Workweeks and/or Eligible Pay Periods. Defendant, Class Counsel, and the Claims
17 Administrator shall review any documentation provided by the Class Member to determine whether
18 there was an error in the number of Eligible Workweeks calculated, and adjust any payment to be
19 allocated if necessary. The determination of the Claims Administrator will be final.

20 **4.11.2. Distribution of the Net Settlement Amount.** The Settlement
21 Administrator shall issue the Individual Settlement Payments to Settlement Class Members and the
22 Individual PAGA Payments to PAGA Members no later than thirty (30) calendar days after the
23 Effective Date. Checks from this distribution shall be valid for one hundred eighty (180) calendar days
24 from the date of initial issuance, and thereafter, shall be canceled and said cancellation shall not affect
25 the validity of the releases of claims provided for herein and the Settlement Class Member shall be
26 deemed to, nevertheless, be bound by the Class Settlement provided herein and PAGA Members shall
27 be deemed to, nevertheless, be bound by the PAGA Settlement provided herein. As soon as practicable
28 after the 180-day check cashing period referenced herein and the cancellation of checks, the Settlement

1 Administrator shall prepare for the Parties a Final Report—a document summarizing relevant events to
2 date and advising the total dollar amount paid to all payees under the Settlement, the number and
3 amount of checks that were not cashed, deposited, or otherwise negotiated, and any amount remaining in
4 the QSF. Thereafter all remaining funds shall be transmitted to Legal Aid at Work. The Parties and their
5 counsel each represent that they do not have any financial interest in the *cy pres* recipient or otherwise
6 have a relationship with the *cy pres* recipient that could create a conflict of interest.

7 **4.11.3. Allocation of Net Settlement Payments for Tax Purposes.** Twenty
8 percent (20%) of each Individual Settlement Payment shall be allocated to wages, and the remaining
9 eighty percent (80%) to penalties, interest, and non-wage damages. Individual PAGA Payments shall be
10 allocated 100% to penalties. These allocations represent the Parties' good faith allocation based on the
11 claims asserted and potential damages related to wages, liquidated damages, interest, and penalties. In
12 accordance with law, the Settlement Administrator will make required tax withholdings of both the
13 employee's portion of payroll taxes and withholding from each Individual Settlement Payment on the
14 portion designated as wages and will remit the taxes and withholding to the appropriate taxing
15 authorities. The Settlement Administrator shall issue any necessary Form W-2 and 1099 statements to
16 Settlement Class Members for their respective Individual Settlement Payments and issue any necessary
17 Form 1099 statements to PAGA Members for their respective Individual PAGA Payments. Settlement
18 Class Members and PAGA Members shall be solely responsible for paying all other applicable taxes on
19 any and all amounts paid to them under the settlement and shall indemnify and hold harmless Defendant
20 and the Released Parties from any claim or liability for taxes, penalties, or interest arising as a result of
21 any payments issued to them under the settlement.

22 **4.11.4. Tax Allocations of Individual Settlement Payments Not Material.** The
23 Court's approval of the allocation of Individual Settlement Payments set forth above is not a material
24 term of this Agreement. If the Court does not approve or approves a different allocation, the other terms
25 of this Agreement shall still remain in effect.

26 **4.11.5. Final Funding of Total Settlement Amount.** By fifteen (15) calendar
27 days after the Effective Date, Defendant will deposit all of the Total Settlement Amount into the QSF
28 established by the Settlement Administrator.

1 **5. RELEASES**

2 **5.1. Releases by Plaintiffs and Settlement Class Members.** By operation of the
3 entry of the Final Approval Order and Judgment, and except as to rights this Agreement creates, and
4 subject to the occurrence of the Effective Date and Defendant's full payment of the Total Settlement
5 Amount, Plaintiffs and each Settlement Class Member shall fully release Defendant and the Released
6 Parties from the Released Class Claims arising during the Class Release Period. Settlement Class
7 Members will be precluded from bringing or otherwise pursuing Released Class Claims against
8 Defendant or any of the Release Parties in any future legal proceeding or participating in any such future
9 legal proceeding.

10 **5.2. Releases by State of California and PAGA Members.** Subject to the
11 occurrence of the Effective Date and Defendant's full payment of the Total Settlement Amount, Plaintiff
12 Burrola, the State of California with respect to PAGA Members, and PAGA Members, shall fully
13 release Defendant and the Released Parties from the Released PAGA Claims arising during the PAGA
14 Period. PAGA Members will be precluded from acting as an agent and proxy of the State of California
15 and LWDA to bring or otherwise pursue Released PAGA Claims against Defendant or any of the
16 Release Parties.

17 **5.3. Settlement is Contingent Upon Release of Claims.** This Agreement is
18 conditioned upon the releases by the Class and Class Representatives as described herein, and upon
19 covenants by the Class Representatives that they will not participate in any actions, lawsuits,
20 proceedings, complaints, or charges in any court or before any administrative body related to any claims
21 they have released under this settlement.

22 **5.4. Inadmissibility of Settlement Documents.** The Parties agree that this
23 Agreement and all exhibits thereto shall be inadmissible in any proceeding, except an action or
24 proceeding to approve, interpret, or enforce this Agreement. The Parties agree that, to the extent
25 permitted by law, this Agreement will operate as a complete defense to—and may be used as the basis
26 for an injunction against—any action, suit, or other proceeding attempted in breach of this Agreement.
27
28

1 **6. SETTLEMENT APPROVAL PROCEDURE**

2 **6.1. Preliminary Approval.** Plaintiffs shall submit to the Court a Motion for
3 Preliminary Approval of Class Action and PAGA Settlement. This motion shall seek an order to
4 preliminarily approve this Agreement according to the terms in this Agreement and provide for the
5 Notice of Class Action Settlement to be sent to Class Members as specified in this Agreement,
6 substantially in the form attached hereto as Exhibit A. This motion shall include the basis for
7 demonstrating that settlement is fair, reasonable, and adequate and include controlling authorities
8 pertaining to settlement of class actions. The motion shall also be accompanied by a declaration of
9 Class Counsel discussing the risks of continued litigation and the decision that the best interests of the
10 Class Members, State of California, and PAGA Members are served by the terms of this Agreement.
11 Defense Counsel shall have the opportunity to review and comment on a draft of the motion before it is
12 filed. Defense Counsel shall have the opportunity to review those documents too before they are
13 submitted, and the Parties will agree on their content.

14 **6.2. Final Approval.** Plaintiffs shall submit to the Court a Motion for Final Approval
15 Order, requesting that the Court make findings and enter an order and judgment (a) approving the
16 Agreement, (b) adjudging the terms to be fair, reasonable, and adequate, (c) reciting the release of
17 Released Class Claims and the release of Released PAGA Claims in full, (d) directing that the terms of
18 the Agreement be carried out, (e) retaining jurisdiction to oversee enforcement of this Agreement and
19 the Court's orders. Defense Counsel shall have the opportunity to review and comment on a draft of the
20 motion before it is filed.

21 **6.3. Motion for Class Counsel Payment.** Along with or as a part of the Motion for
22 Final Approval, Plaintiffs will move the Court for approval and an award of an attorneys' fees and costs
23 in conformity with Section 5.2 above.

24 **6.4. Motion for Enhancement Award(s).** Along with or as a part of the Motion for
25 Final Approval, Plaintiffs will move the Court for approval and an award of Enhancement Awards in
26 conformity with Section 5.3 above.

27 **6.5. Notice of Entry of Judgment.** After entry of the Preliminary Approval Order, a
28 copy of the Settlement Agreement, Class Complaint, PAGA Complaint, and Preliminary Approval

1 Order will be provided to the Settlement Administrator and the Settlement Administrator shall post the
2 Settlement Agreement, Class Complaint, PAGA Complaint, and Preliminary Approval Order on its
3 website. After the entry of the Final Approval Order and Judgment, a copy thereof will be provided to
4 the Settlement Administrator and the Settlement Administrator shall post the Final Approval Order and
5 Judgment on its website for a period of at least sixty (60) calendar days. Parties agree that the Court
6 shall be requested to find or otherwise order that this is sufficient notice pursuant to California Rules of
7 Court 3.771. No individualized notice of the Final Approval Order and Judgment will be required to be
8 provided to the Class.

9 **6.6. Appeal Rights.** Plaintiffs and Class Counsel hereby waive any right to appeal
10 any judgment, ruling, or order in the Action with respect to the Settlement, including, without limitation,
11 any Final Approval Order and Judgment in the Action, unless the Final Approval Order and Judgment
12 are inconsistent with this Agreement. This waiver includes all rights to any post-judgment proceeding
13 and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion for new
14 trial, and any extraordinary writ. The waiver of appeal does not include any waiver of the right to
15 oppose the Court's decision with respect to filings by an Objector, any appeal, appellate proceedings, or
16 post-judgment proceedings.

17 **7. MISCELLANEOUS**

18 **7.1. Materiality of Terms.** Except as otherwise stated herein, each substantive term
19 of this Agreement is material and has been relied upon by the Parties in entering into this Agreement. If
20 the Court does not approve any substantive term, or if the Court effects a material change to the
21 Agreement—such as increasing any amount that Defendant must pay—then the entire Agreement will
22 be, at Defendant's sole discretion, void and unenforceable. Defendant has until fifteen (15) calendar
23 days after it becomes aware that the Court will not approve any substantive term of the Agreement or
24 that the Court is affecting a material change to the Agreement, to exercise the option to void the
25 Agreement under this Section.

26 **7.2. No Tax Advice.** Neither Class Counsel nor Defense Counsel intend anything
27 contained in this Agreement to constitute advice regarding taxes or taxability, nor shall anything in this
28 Agreement be relied upon as such within the meaning of United States Treasury Department Circular

230 (31 C.F.R. Part 10, as amended) or otherwise.

7.3. No Impact on Employee Benefits. No payment made under this Agreement shall be considered as compensation or hours worked or hours paid for purposes of determining eligibility, vesting, participation, or contributions with respect to any employee benefit plan. For purposes of this Agreement, the term “benefit plan” means every ERISA “employee benefit plan,” as defined in the Employee Retirement and Income Security Act of 1974 (“ERISA”), 29 U.S.C. section 1002(3). The term also includes any 401(k) plan, bonus, pension, stock option, stock purchase, stock appreciation, welfare, profit sharing, retirement, disability, vacation, severance, hospitalization, insurance, incentive, deferred compensation, or any other similar benefit plan, practice, program, or policy, regardless of whether any such plan is considered an ERISA employee benefit plan.

7.4. Notices. All notices, demands, and other communications to be provided to counsel for the Parties concerning this Settlement Agreement shall be in writing and delivered by overnight mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

To Plaintiffs and Class Counsel:
Arby Aiwarzian, Esq.
Joanna Ghosh, Esq.
Brian St. John, Esq.
Maria Halwadjian, Esq.
LAWYERS for JUSTICE, PC
450 N. Brand Blvd., Suite 900
Glendale, California 91203

To Defendant:

Notices will be provided to the lawyer or firm listed as Defendant’s counsel of record for the Actions at the time the notice is sent, with a copy to Phillip Imanlihen, Registered In-House Counsel, 17875 Von Karman, Suite 150, Irvine, CA 92614. If counsel of record at the time the notice is sent is Law Offices of Susan A. Rodriguez APC, then notices will be provided to Susan A. Rodriguez Esq. and Miguel S. Ramirez Esq.
LAW OFFICES OF SUSAN A. RODRIGUEZ, APC
5757 Wilshire Blvd., Suite 502
Los Angeles, California 90036

7.5. Language of Settlement Documents. All Settlement-related documents to be sent to Class Members must be approved by all Parties before those documents are sent. Class Counsel

1 will provide Defense Counsel with the Motion for Preliminary Approval, and related documents, and
2 Motion for Final Approval, any related documents, at least three (3) calendar days before the respective
3 filing deadline.

4 **7.6. Notice to LWDA.** Pursuant to California Labor Code § 2699(l)(1), Plaintiffs shall
5 submit to the LWDA a copy of this Settlement Agreement at the same time that Plaintiffs submits it to
6 the Court for approval.

7 **7.7. Parties' Authority.** The signatories hereto represent that they are fully
8 authorized to bind the Parties to all the term of this Agreement. The Parties agree that Class Members
9 are so numerous that it is impossible or impractical to have each Class Member execute this Agreement.
10 This Agreement may be executed on behalf of Class Members by the Class Representatives and by
11 Class Counsel.

12 **7.8. Entire Agreement.** This Agreement, which includes its definitions, recitals, and
13 all exhibits attached hereto, constitutes the entire agreement on its subject matter, and supersedes all
14 prior and contemporaneous negotiations and understandings between the Parties on the subject of the
15 Action.

16 **7.9. Counterparts.** This Agreement may be executed in counterparts, and each
17 counterpart signed and delivered shall be deemed an original, and when taken together with other signed
18 counterparts, signed and delivered shall constitute one signed Agreement, which shall be binding upon
19 and effective as to all Parties.

20 **7.10. Facsimile or Scanned Signatures.** A Party may sign and deliver this Agreement
21 by signing on the designated signature block and transmitting that signature page via facsimile, as an
22 attachment to an email, or by other electronic means. Any such signature shall be deemed an original
23 for purposes of this Agreement and shall be binding upon the Party who transmits the signature page.

24 **7.11. Interim Stay of Proceedings.** The Parties agree to hold in abeyance all
25 proceedings in the Action, including with respect to California Code of Civil Procedure section 583.310,
26 except such proceedings necessary to implement and complete the Settlement Agreement, pending the
27 Final Approval Hearing to be conducted by the Court.
28

1 **7.12. Waivers and Modifications to Be in Writing.** No waiver, modification, or
2 amendment of this Agreement—whether purportedly made before or after the Court’s approval of this
3 Agreement—shall be valid unless it appears in a writing signed by all Parties (or on behalf of all Parties
4 by their counsel of record), and then shall be valid subject to any required Court approval. Any failure
5 by any Party to insist upon the strict performance by the other Party of any provision of this Agreement
6 shall not be deemed a waiver of future performance of the same provisions or of any other provision of
7 this Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist
8 upon the specific performance of any provision of this Agreement. The time periods and dates provided
9 in this Agreement with respect to giving of notices and hearings are subject to Court approval and
10 modification by the Court or by written stipulation of Class Counsel and Defense Counsel. A waiver or
11 amendment of any provision does not constitute a waiver of any other provision.

12 **7.13. Construction.** Each Party participated jointly in the drafting of this Agreement,
13 and its terms are not intended to be, and shall not be, construed against any party by virtue of
14 draftsmanship.

15 **7.13.1. Exhibits Incorporated by Reference.** This Agreement includes the
16 terms set forth in any attached exhibit. Any exhibit to this Agreement is an integral part of it.

17 **7.13.2. Headings.** The headings within this Agreement appear for convenience of
18 reference only and shall have no effect upon the construction or interpretation of any part of this
19 Agreement.

20 **7.13.3. Invalidity of Any Provision.** Before declaring any provision of this
21 Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent
22 possible so as to render all provisions of this Agreement enforceable.

23 **7.14. Duty to Cooperate.** Each Party, upon the request of another, agrees to perform
24 such acts and to execute and to deliver such documents as are reasonably necessary to carry out this
25 Agreement. In the same spirit, the Parties agree to make all reasonable efforts to avoid unnecessary
26 administrative costs. If the Parties are unable to reach agreement on the form or content of any
27 document needed to implement the Settlement Agreement, or on any supplemental provisions that may
28

1 become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the
2 assistance of the Mediator and then the Court to resolve such disagreement.

3 **7.15. No Prior Assignments or Undisclosed Liens.** Plaintiffs and Class Counsel
4 represent that they have not assigned, transferred, conveyed, or otherwise disposed of any claims
5 released herein or claim to attorneys' fees and costs award to be paid under this Agreement. Plaintiffs
6 and the Class Counsel further represent and warrant that there are not any liens or claims against any
7 amount that Defendant is to pay to them under this Agreement. Plaintiffs and Class Counsel agree to
8 defend, to indemnify, and to hold Defendant harmless from any liability, losses, claims, damages, costs,
9 or expenses, including reasonable attorneys' fees, resulting from a breach of these representations or
10 from any lien or assignment.

11 **7.16. Waiver of Right to Request Exclusion by Plaintiffs.** Plaintiffs, by signing this
12 Agreement, agrees not to request exclusion from the Class Settlement. Plaintiffs, by signing this
13 Agreement, further represents that they have no objection to the terms of the Agreement and they
14 believe the terms to be fair, reasonable and adequate.

15 **7.17. Confidential Information.** Class Counsel will destroy all confidential
16 documents and information provided by Defendant for mediation within 60 calendar days after the
17 completion of the administration of this Settlement, except to the extent required by state and federal
18 law, the California Bar Association, and the Rules of Professional Conduct . Class Counsel further
19 agrees that none of the information, data, or documents provided by Defendant in the course of the
20 Action that was designated as confidential shall be disclosed or used for any purpose other than
21 prosecution of this Action.

22 **7.18. Publicity.** Neither Plaintiffs nor Class Counsel shall cause to be publicized,
23 directly or indirectly, any discussion resulting in or the existence of this Agreement or its terms in any
24 type of mass media, including, but not limited to, speeches, press conferences, press releases, interviews,
25 television or radio broadcasts, newspapers, website postings, messages on the Internet, Facebook,
26 Twitter or any other social media. Plaintiffs agree that they shall not make any comments regarding the
27 claims in this matter or settlement thereof unless asked, and, if asked, they shall respond only that the
28 matter has settled. Without limitation by the foregoing, Defendant also may enforce this provision

1 through an action for injunctive relief. Plaintiffs waive any obligation by Defendant to file a bond in
2 connection with any such action. This provision does not apply to any publications ordered by the Court,
3 any disclosures or submission of information and documents necessary for Plaintiffs and Class Counsel
4 to obtain advice of a tax, accounting, or legal professional in connection with tax and financial matters,
5 any disclosures or submission of information and documents required to be made to the Labor and
6 Workforce Development Agency pursuant to PAGA, any statements to the Court regarding the Action,
7 Settlement, and Plaintiffs' experiences that are reasonably required to demonstrate to the Court that a
8 class should be certified for purposes of settlement, that Plaintiffs should be appointed as representatives
9 of the class certified for purpose of settlement, and/or that the settlement should be granted preliminary
10 and final approval by the Court, and will not in any way limit the right and obligation of Plaintiffs and
11 Class Counsel to communicate with Class Members about the Settlement upon inquiry. Nothing herein
12 will restrict Class Counsel from including publicly available information regarding this Settlement in
13 future judicial submissions regarding Class Counsel's qualifications and experience.

14 **7.19. Continuing Jurisdiction.** The Court shall retain jurisdiction over the
15 implementation of this Settlement as well as any matter arising out of, or related to, the implementation
16 of this Agreement pursuant to California Code of Civil Procedure § 664.6 and California Rules of Court
17 Rule 3.769(h). The Court shall not have jurisdiction to modify the terms of this Agreement without the
18 consent of all Parties.

19 **7.20. Disputes.** If the Parties dispute the interpretation of this Agreement, they shall
20 first attempt to resolve the dispute informally through good faith negotiations, and, if those efforts are
21 unsuccessful, they agree to mediate any such dispute. The Parties will split the costs of the mediator,
22 and all Parties will bear their own fees and costs, except as otherwise provided herein.

23 **7.21. Governing Law.** All terms of this Agreement shall be governed by and
24 interpreted according to California law.

25
26 **IT IS SO AGREED:**

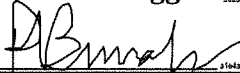
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Ox Car Care, Inc.

Plaintiffs Patricia Burrola, Nathan
Rodriguez, and Kirstie Rossman, on
behalf of themselves and the Putative
Class and Aggrieved Employees

By: _____

Electronically Signed:  09/16/2025
Intent AssureSign®

Patricia Burrola

Its: _____

Nathan Rodriguez

Kirstie Rossman

DATE: _____

APPROVED AS TO FORM:

LAWYERS *for* JUSTICE, PC

DATE: _____

Brian J. St. John
Maria Halwadjian
Attorney for Plaintiffs

1 **Ox Car Care, Inc.**

**Plaintiffs Patricia Burrola, Nathan
Rodriguez, and Kirstie Rossman, on
behalf of themselves and the Putative
Class and Aggrieved Employees**

2
3
4 By: _____

5 Its: _____

Patricia Burrola
Electronically Signed
09/17/2025
165c0832-3c33-46d4-9723-b35d0189a351
Harris AssureSign®

Nathan Rodrgiuez

Kirstie Rossman

6
7
8
9
10 DATE: _____

11
12 **APPROVED AS TO FORM:**

13
14 **LAWYERS *for* JUSTICE, PC**

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DATE: _____

Brian J. St. John
Maria Halwadjian
Attorney for Plaintiffs

1 Ox Car Care, Inc.

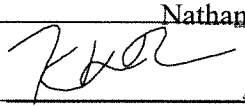
Plaintiffs Patricia Burrola, Nathan
Rodriguez, and Kirstie Rossman, on
behalf of themselves and the Putative
Class and Aggrieved Employees

2
3
4 By: 

Patricia Burrola

5 Its: CEO

6 Nathan Rodriguez

7  09/17/2025
8 Kirstie Rossman

9
10 DATE: 9/23/25

11
12 APPROVED AS TO FORM:

13
14 LAWYERS for JUSTICE, PC

15 

16 DATE: 09/17/2025

17 Brian J. St. John
18 Maria Halwadjian
19 Attorney for Plaintiffs

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Burrola, et al. v. Ox Car Care, Inc.

Superior Court of California for the County of Orange, Case No. 30-2021-01216803-CU-OE-CXC

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Defendant's records indicate that you may be eligible to take part in the putative class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the settlement, object to the settlement, and/or dispute the number of Workweeks with which you are credited, if you so choose.

YOU ARE NOTIFIED THAT: A class action settlement has been reached between Plaintiff Patricia Burrola ("Plaintiff Burrola"), Plaintiff Nathan Rodriguez ("Plaintiff Rodriguez"), Plaintiff Kirstie Rossman ("Plaintiff Rossman") (collectively, "Plaintiffs") and Defendant Ox Car Care, Inc. ("Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties") in the case entitled *Patricia Burrola, et al. v. Ox Car Care, Inc.*, Orange County Superior Court, Case No. 30-2021-01216803-CU-OE-CXC ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Settlement Class Member(s)" means all current and former hourly-paid, non-exempt employees who worked for Defendant within the State of California at any time during the Class Release Period who did not submit a Request for Exclusion.

"Class Member" means all current and former hourly-paid or non-exempt employees who worked for Defendant within the state of California at any time during the Class Release Period.

"Class Release Period" means the period from August 16, 2017, through April 20, 2025.

"Class Settlement" refers to the settlement and release of the Released Class Claims.

"PAGA Member(s)" means all current and former hourly-paid or non-exempt employees of Defendant in California during the PAGA Release Period.

"PAGA Release Period" means the period from August 24, 2020, through April 20, 2025.

"PAGA Settlement" refers to the settlement and release of the Released PAGA Claims.

II. BACKGROUND OF THE ACTION

On August 16, 2021, Plaintiff Burrola commenced the Action by filing a Class Action Complaint for Damages against Defendant in Orange County Superior Court. Plaintiff alleges that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during and upon termination of employment and associated waiting time penalties, provide accurate wage statements, keep requisite payroll records, engage in fair business practices, and reimburse business expenses. Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, restitution, penalties, interest, and attorneys' fees and costs.

On August 24, 2021, Plaintiff Burrola provided written notice to the California Labor & Workforce Development Agency ("LWDA") by online submission and to Defendant by certified mail of her intent to seek civil penalties for Defendant's alleged violations of the California Labor Code and Industrial Welfare Commission Orders. On October 28, 2021, Plaintiff Burrola filed a representative action under the Private Attorneys General Act ("PAGA"), Labor Code section 2698, Et Seq.

entitled *Patricia Burrola, et al. v. Ox Care Care, Inc.*, Orange County Superior Court, Case No. 30-2021-01228564-CU-OE-CXC.

On May 4, 2022, Plaintiff Burrola file a First Amended Class Action Complaint for Damages in the Orange County Superior Court, adding Plaintiffs Nathan Rodriguez and Kirstie Rossman as additional named plaintiffs in the Action.

Defendant denies all of the allegations in the Action or that it violated any law. Defendant contends that at all times it has complied with federal, state, and local laws.

The Parties participated in settlement negotiations, and as a result, the Parties reached a settlement. The Parties have since entered into the Class and Representative Action Settlement Agreement and Release of Claims ("Settlement" or "Agreement").

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed ILYM Group, Inc. as the administrator of the Settlement ("Settlement Administrator"), Plaintiffs as representative of the Settlement Class ("Class Representatives"), and the following Plaintiffs' attorneys as counsel for the Settlement Class ("Class Counsel"):

Arby Aiwarzian
Joanna Ghosh
Brian J. St. John
Maria Halwadjian
Lawyers for Justice, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Section III and IV below. If you are a PAGA Member, you do not need to take any action to receive an Individual PAGA Payment.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiffs, Class Members, or PAGA Members. Plaintiffs and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members and PAGA Members. The Court has made no ruling on the merits of Plaintiffs' or the Class Members' claims and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Four Hundred Thirty-Seven Thousand, Five Hundred Dollars (\$437,500) (the "Total Settlement Amount"). The portion of the Total Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Total Settlement Amount less the following payments which are subject to approval by the Court: (1) Class Counsel Payment, consisting of attorneys' fees in an amount not to exceed 35% of the Total Settlement Amount (i.e. \$153,125) and reimbursement of litigation costs and expenses in an amount not to exceed Twenty Five Thousand Dollars (\$25,000) to Class Counsel; (2) Enhancement Awards in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500) for each Plaintiff (\$22,500 total) for their services in the Action; and (3) Administrative Costs in an amount not to exceed Thirteen Thousand Dollars (\$13,000.00) to the Settlement Administrator. The PAGA Penalty Amount of \$65,000 will be distributed 75% to the LWDA (i.e. \$48,750) ("LWDA Payment") and the remaining 25% (i.e., \$16,250) will be distributed to PAGA Members.

Class Members are eligible to receive payment under the Settlement of their share of the Net Settlement Amount

("Individual Settlement Share") based on the number of weeks they worked for Defendant in California as an hourly paid, non-exempt employee at Ox Car Care, Inc. during the Class Release Period, and the number of weeks each PAGA Member worked for Ox Car Care, Inc. as an hourly-paid, non-exempt employee within California during the PAGA Release Period.

The Settlement Administrator has divided 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, to yield his or her Individual Settlement Share that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below).

Each Individual Settlement Share will be allocated twenty percent (20%) as taxable wages, which will be reported on an IRS Form W2, and eighty percent (80%) as penalties, interest, and other non-wage damages, which will be reported on an IRS Form 1099. Each Individual Settlement Share shall be subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of Individual Settlement Share, resulting in a net payment to the Settlement Class Member ("Individual Settlement Payment").

PAGA Members are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the 25% portion of the PAGA Penalty Amount ("Individual PAGA Payment") based on Workweeks worked during the PAGA Release Period.

The Settlement Administrator has divided the PAGA Member's Eligible Pay Periods in the PAGA Release Period by the all Eligible Pay Periods in the PAGA Release Period attributed to all PAGA Members, multiplied by the PAGA Settlement Fund, to yield his or her estimated Individual PAGA Payment he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below).

Each Individual PAGA Payment will be allocated at 100% penalties, which will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment to which you may be entitled under the Settlement.**

B. Your Workweeks Based on Defendant's Records

According to Defendant's records:

- **From August 16, 2017, through either (a) the date of the Court's preliminary approval of class settlement, or (b) April 20, 2025, whichever is sooner (i.e., Class Release Period), you were employed by Defendant as an hourly paid or non-exempt employee of Defendant in California at Ox Car Care, Inc. for [] Workweeks**
- **From August 24, 2020, through either (a) the date of the Court's preliminary approval of the settlement, or (b) April 20, 2025, whichever is sooner (i.e., PAGA Release Period), you were employed by Defendant as an hourly paid or non-exempt employee of Defendant in California at Ox Car Care, Inc. for [] Workweeks**

If you wish to dispute the Workweeks credited to you, you must submit your dispute by way of written letter that is sent to the Settlement Administrator ("Workweeks Dispute"). The written letter must: (a) contain the case name and number of the Action (*Patricia Burrola v. Ox Car Care, Inc.*, Case No. 30-2021-01216803-CU-OE-CXC); (b) be signed by you; (c) contain your full name, mailing address, and telephone number, and last four (4) digits of your Social Security Number; (d) clearly state that you dispute the number of Workweeks credited to you during the Class Release Period and/or PAGA Release Period and what you contend is the correct number to be credited to you; (e) include information and/or attach documentation demonstrating that the number of Workweeks that you contend should be credited to you is correct; and (f) be returned by mail to the Settlement Administrator at the address specified in Section IV.B below, postmarked or delivered **no later than [the Response Deadline]**.

C. Your Estimated Individual Settlement Share and/or Individual PAGA Payment

As explained above, your estimated Individual Settlement Share is based on the number of Workweeks credited to you.

**Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ _____.
The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share.**

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ _____.

The settlement approval process may take multiple months. Your Individual Settlement Share and/or Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and/or Individual PAGA Payment may be higher or lower. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

Individual Settlement Payment checks will be valid and negotiable for 180 days after they are initially issued and expire after the 180th day. Thereafter, the checks will be cancelled and funds from any cancelled checks will be transmitted to Legal Aid at Work, subject to Court approval, in the name of the Participating Class Member(s) whose checks were cancelled, who will remain bound by the Settlement.

D. Release of Claims

Upon the Effective Date, Plaintiffs and all Class Members who do not submit a valid and timely Request for Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged any and all Released Class Claims against Defendant, and if Settlement Class Members cash, deposit, or otherwise negotiate their Individual Settlement Payment, they shall be deemed to have opted-in to the Class Settlement under the Fair Labor Standards Act.

"Released Class Claims" means the claims released by the Settlement Class Members as to the Released Parties include all claims under state, federal, or local law, arising out of the claims expressly pleaded in the Actions and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been asserted based on the facts pleaded in the Actions for: (1) failure to pay overtime wages under Labor Code Sec. 510, 1198; (2) failure to provide meal periods and/or pay meal period premiums under Labor Code Sec. 226.7, 512; (3) failure to provide rest periods and/or pay rest period premiums under Labor Code Sec. 226.7; (4) failure to pay minimum wages under Labor Code Sec. 1194, et seq.; (5) failure to timely pay wages upon termination under Labor Code Sec. 203; (6) failure to timely pay wages during employment under Labor Code Sec. 204, 210; (7) failure to provide accurate, itemized wage statements under Labor Code Sec. 226; (8) failure to keep requisite payroll records under Labor Code Sec. 1174(d); (9) failure to reimburse business expenses under Labor Code Sec. 2800, 2802; (10) violation of California's unfair competition law under Business and Professions Code Sec. 17200.

"Released PAGA Claims" means all claims that the PAGA Members release as to the Released Parties include all claims for civil penalties under PAGA based on violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001, and 9-2001.

"Released Parties" means Defendant and all of its former and/or current parents, subsidiaries, affiliates, and any other entities that could be considered to have jointly employed the Class or PAGA Members, as well as each of their officers, directors, managers, owners, executives, partners, executive-level employees, shareholders, agents, attorneys, and any other predecessors, successors, assigns or legal representatives..

E. Class Counsel Payment to Class Counsel

Class Counsel will seek attorneys' fees in an amount of up to thirty-five percent (35%) of the Total Settlement Amount (i.e. an amount of up to \$153,125) and reimbursement of litigation costs and expenses in an amount of up to Twenty Five Thousand Dollars (\$25,000), subject to approval by the Court. All Class Counsel Payment awarded by the Court will be paid from the Total Settlement Amount. Class Counsel has been prosecuting the Actions on behalf of Plaintiffs and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Awards to Plaintiffs

Plaintiffs will each seek the amount of Seven Thousand Five Hundred Dollars (\$7,500) (\$22,500 total) (“Enhancement Awards”) in recognition of their services in connection with the Actions. The Enhancement Awards will be paid from the Total Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to the Individual Settlement Payment to which she is entitled under the Settlement.

G. Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Thirteen Thousand Dollars (\$13,000.00) (“Administrative Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Objections, and disputes of Workweeks, calculating Individual Settlement Payments, Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Total Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims described in Section III.D above.

If you are a PAGA member, and if the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and be issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims described in Section III.D. above.

As a Class Member and PAGA Member, you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Settlement by submitting a written request (“Request for Exclusion”) to the Settlement Administrator.

A Request for Exclusion must: (a) contain the case name and number of the Action (*Patricia Burrola v. Ox Car Care, Inc.*, Case Number 30-2021-01216803-CU-OE-CXC); (b) be signed by you; (c) contain your full name; (d) contain your address; (e) contain your telephone number; (f) contain your last four (4) digits of your Social Security Number; (g) contain a statement clearly indicating that you want to opt out of the Settlement; and (e) be submitted to the Settlement Administrator by mail, postmarked **no later than [Response Deadline]**, at the following mailing address:

[Settlement Administrator]
[Mailing Address]

If the Court grants final approval of the Settlement, any Class Member who submits a valid and timely Request for Exclusion will not be entitled to receive any payment from the Settlement, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Settlement. Any Class Members who do not submit a valid and timely Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Members will be bound to the PAGA Settlement (and the release of the Released PAGA Claims described in Section III.D. above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement, as long as you have not submitted a Request for Exclusion, by submitting a written objection (“Objection”) to the Settlement Administrator.

You may object to the proposed Settlement in writing. You may also appear at the Final Approval Hearing at your expense, either in person, telephonically, or through an attorney, provided you notify the Court of your intention to do so. All written objections, supporting papers and/or notices of intent to appear at the Final Approval Hearing must (a) clearly identify the case name and number (*Patricia Burruloa, et al. v. Ox Car Care, Inc.*, Case Number 30-2021-01216803-CU-OE-CXC); (b) contain your full name and signature; (c) contain your address; (d) contain your telephone number; (e) contain the last four (4) digits of your Social Security Number; (f) contain a written statement clearly stating the factual and legal basis for objecting to the Settlement; (g) contain copies of any papers, briefs, or other documents upon which the objection is based; (h) indicate whether you are represented by counsel and identify said counsel; (i) indicate whether you intend to appear at the Final Approval Hearing and seek to be heard at the Final Approval Hearing; (j) be submitted to the Court either by mailing the objection to: Clerk of the Court, Superior Court of California, County of Orange, 751 West Santa Ana, California 92701, or by filing in person at the same location; (g) also be mailed to the Settlement Administrator at [Mailing Address], who will provide copies to the attorneys in this Actions; and (h) be filed or postmarked **on or before [Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department CX102 of the Orange County Superior Court, located at 751 West Santa Ana, California 92701, on [date], at [time], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Class Counsel Payment, Enhancement Award to Plaintiffs, and Administrative Costs to the Settlement Administrator.

The hearing may be continued without further notice to Class Members and PAGA Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

If the Court approves the Settlement and if you do not opt out, your individual payment set forth in Section III.C above is expected to be distributed after Defendant makes payment to the Settlement Administrator. To check on the progress of the Settlement, contact the Settlement Administrator at the toll-free phone number or address listed above.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Agreement, which is on file with the Clerk of the Court. The pleadings and other records in this litigation, including the Agreement, may be examined (a) online on the Superior Court of California, County of Orange’s Civil Case Access at www.occourts.org/online-services/case-access/civil-case-access or (b) in person at Records, Superior Court of California, County of Orange, 751 West Santa Ana, California 92701, between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays and closures, or you may contact Class Counsel or the Settlement Administrator. In addition, the Settlement Administrator maintains a website with copies of this notice and the Agreement, which can be accessed at [INSERT LINK].

PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANT’S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIMS PROCESS.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.

EXHIBIT 3

Request For Exclusion Form

**To Exclude (Opt-Out) Yourself From the Class Settlement and Release
of the Released Class Claims, Return This Form On Or Before
 [response deadline].**

By signing this form, I confirm that I do not want to be included in the Settlement of the class action referenced herein.

I understand that I cannot opt-out of the PAGA Settlement and the release of the Released PAGA Claims.

I understand that by opting out, I am giving up my right to receive any payments under the Class Settlement.

By providing the following information, I affirm that I want to opt-out of this class.

«First_Name» «Last_Name»

XXX-XX-«Last_4»

«Address_1»

«City», «State» «ZIP_Code»

Name/Address Changes (if any):

Signature: _____

Telephone: () _____

Date: _____

E-Mail Address (optional): _____

EXHIBIT 4

Superior Court of California, County of Orange, Case No. 30-2021-01216803-CU-OE-CXC

USE AND RETURN THIS FORM ONLY IF YOU WISH TO OBJECT TO THE CLASS SETTLEMENT.

[SETTLEMENT ADMINISTRATOR]
[INSERT MAILING ADDRESS]

I object to the Class Settlement on the following grounds:

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Date: _____

Full Name: _____

Social Security #: XXX-XX-____ _

Address: _____

Telephone Number: (____ _) ____ _

Signature: _____

To ensure that this form is properly processed on your behalf and to avoid confusion in the event that multiple individuals having the same or similar names submit this form, please provide the last 4 digits of your Social Security Number to the administrator so that your identity may be confirmed:

____ _

If you do not wish to object to the Class Settlement, you should not return this form – you do not need to take any action. If the proposed settlement receives final approval from the Court, the Settlement Administrator will send you an Individual Settlement Payment check by U.S. Mail, at the last address the Settlement Administrator has on file for you.