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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE - CIVIL COMPLEX CENTER

ARTHUR LAWS, individually, and on behalf of
all others similarly situated,

Plaintiff,

vs.

LUX BUS AMERICA CO., a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 30-2021-01222521-CU-OE-CXC

CLASS AND REPRESENTATIVE ACTION

Assigned for All Purposes to the Honorable
Melissa R. McCormick, Department CX-104

NOTICE OF ENTRY OF ORDER

Action Filed: September 20, 2021
FAC Filed: December 9, 2021
Trial Date: Not Set

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on February 29, 2024, Department CX-104 of the Orange County Superior Court located at 751 West Santa Ana Blvd., Santa Ana, CA 92701, entered an order. A true and correct copy of the Court Order is attached hereto as "Exhibit A."

Dated: March 7, 2024

Respectfully submitted,

MOON LAW GROUP, PC

By: _____

Kane Moon
Lilit Ter-Astvatsatryan
- CIVIL COMPLEX CENTER
Attorneys for Plaintiff

EXHIBIT A

FILED

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

FEB 29 2024

DAVID H. YAMASAKI, Clerk of the Court

BY: _____, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE - CIVIL COMPLEX CENTER**

ARTHUR LAWS, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

LUX BUS AMERICA CO., a California
corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 30-2021-01222521-CU-OE-CXC

CLASS AND REPRESENTATIVE ACTION

Assigned For All Purposes To The Honorable
Melissa R. McCormick, Dept CX104

**ORDER GRANTING PLAINTIFF'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS AND PAGA
ACTION SETTLEMENT**

PRELIMINARY APPROVAL HEARING

Date: February 29, 2024

Time: 2:00 p.m.

Dept: CX104

Action Filed: September 20, 2021

FAC Filed: December 9, 2021

Trial Date: Not Set

1 The Court has before it Plaintiff Arthur Laws' ("Plaintiff") Motion for Preliminary
2 Approval of Class and PAGA Action Settlement (ROA 84). Having reviewed the Motion for
3 Preliminary Approval of Class and PAGA Action Settlement, the Declarations of Kane Moon
4 (ROA 82, 113, 119), the Declaration of Plaintiff Arthur Laws (ROA 80), the Joint Stipulation
5 for Settlement, Amendment to the Joint Stipulation for Settlement, and Second Amendment to
6 the Joint Stipulation for Settlement (which, together, are referred herein as the "Settlement" or
7 "Settlement Agreement"), and good cause appearing, the Court hereby finds, and orders as
8 follows:

9 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
10 be fair, adequate, and reasonable, and therefore meets the requirements for preliminary
11 approval. The Court grants preliminary approval of the Settlement and the Settlement Class
12 based upon the terms set forth in the Settlement Agreement and Amendments thereto attached
13 to this Order as **Exhibit A**. The Court preliminarily finds that the terms of the Settlement
14 appear to be within the range of possible approval, pursuant to California Code of Civil
15 Procedure § 382 and applicable law.

16 2. The Settlement falls within the range of reasonableness of a settlement which
17 could ultimately be given final approval by this Court, and appears to be presumptively valid,
18 subject only to any objections that may be raised at the Final Approval Hearing and final
19 approval by this Court. The Court notes that Defendant has agreed to create a common fund
20 of \$732,500.00 to cover (a) settlement payments to class members who do not validly opt out;
21 (b) \$40,000.00 allocated to penalties under the Private Attorneys General Act of 2004
22 ("PAGA"), distributed as follows: 25% (\$10,000.00) to the PAGA Employees and 75%
23 (\$30,000.00) to the California Labor and Workforce Development Agency; (c) the Service
24 Award to the Class Representative of up to \$5,000.00; (d) Class Counsel's attorneys' fees, not
25 to exceed thirty-three and a third percent (33 1/3%) of the Gross Settlement Amount

1 (\$244,167.00), and up to \$25,000.00 in costs for actual litigation expenses incurred by Class
2 Counsel; and (e) Settlement Administration costs of up to \$15,995.00.

3 3. The Court finds on a preliminary basis that: (1) the settlement amount is fair
4 and reasonable to the class members when balanced against the probable outcome of further
5 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
6 significant informal discovery, investigation, research, and litigation have been conducted
7 such that counsel for the Parties at this time are able to reasonably evaluate their respective
8 positions; (3) settlement at this time will avoid substantial costs, delay, and risks that would
9 be presented by the further prosecution of the litigation; and (4) the proposed settlement has
10 been reached as the result of intensive, serious, and non-collusive negotiations between the
11 Parties. Accordingly, the Court preliminarily finds that the Settlement Agreement was entered
12 into in good faith.

13 4. A final fairness hearing on the question of whether the proposed settlement,
14 attorneys' fees and costs to Class Counsel, and the class representative's service payment
15 should be finally approved as fair, reasonable and adequate as to the members of the class is
16 hereby set in accordance with the Implementation Schedule set forth below.

17 5. The Court provisionally certifies for settlement purposes only the following
18 class (the "Settlement Class"): All persons who worked for Defendant in California as an
19 hourly-paid, non-exempt employee during the Settlement Period applicable to the operative
20 complaints, excluding persons and workweeks covered by the settlement and release in the
21 matter of *Benjamin v. Lux Bus America Co.*, Superior Court of California for the County of
22 Orange, Case No. 30-2016-00870583. The Settlement Period shall be September 20, 2017
23 through the Negotiated Class End Date. The Negotiated Class End Date shall be finalized
24 before the Class Notice is mailed. The Class Notice shall include the Negotiated End Date.

1 a. The Negotiated Class End Date shall be Defendant's selection made at or near
2 the time of Preliminary Approval, of its option of several negotiated choices
3 based on Defendant's best estimate for the number of workweeks at issue for
4 the Class Members prior to September 6, 2022, which is 97,351 workweeks. If
5 the amount of workweeks within the Settlement Period is determined to be up to
6 15% higher than Defendant's initial estimate (i.e., if it is 111,954 or fewer
7 workweeks) at the time of Preliminary Approval of the Class Settlement, the
8 Negotiated End Date for the Settlement Period shall be the date of Preliminary
9 Approval. If the amount of workweeks within the Settlement Period is
10 determined to be more than 15% higher than Defendant's initial estimate (i.e., if
11 it is 111,954 or more workweeks) at the time of Preliminary Approval of the
12 Class Settlement, then at Defendant's option, either (1) the Negotiated End Date
13 for the Settlement Period shall be the date of Preliminary Approval and the
14 Maximum Settlement Amount shall be increased by the average gross payout to
15 the Class Members based on the 111,954 workweeks (for example, if there are
16 10% more workweeks than 111,954 workweeks, then Defendant will increase
17 the Maximum Settlement Amount by 10%); or (2) the Negotiated End Date for
18 the Settlement Period shall be the date at which the Settlement Period
19 encompasses 111,954 workweeks.

20 b. This Settlement also excludes persons and workweeks covered by the settlement
21 and release in the matter of *Benjamin v. Lux Bus America Co.*, Superior Court of
22 California for the County of Orange, Case No. 30-2016-00870583 ("*Benjamin*
23 *Action.*") The *Benjamin Action* covered all persons employed by Defendant Lux
24 Bus America Co. with the job title of "driver", or a job title that included the
25

1 word "driver" in Southern California, in the State of California from August 12,
2 2012 through December 1, 2017, and drivers or those with the job title that
3 includes the word "driver" employed in Northern California, in the State of
4 California from November 25, 2014 through December 1, 2017.

5 6. The PAGA Members or PAGA Class is provisionally approved for settlement
6 purposes only. The court notes the PAGA Members or PAGA Class includes "[a]ll persons
7 who worked for Defendant in California as an hourly-paid, non-exempt employee during the
8 PAGA Settlement Period of September 18, 2020 through the Negotiated Class End Date."
9 "The PAGA Settlement Period shall be September 18, 2020 through the Negotiated Class End
10 Date."

11 7. The Court finds, for settlement purposes only, that the Settlement Class meets
12 the requirements for certification under California Code of Civil Procedure § 382 in that: (1)
13 the Settlement Classes are so numerous that joinder is impractical; (2) there are questions of
14 law and fact that are common, or of general interest, to all Settlement Class Members, which
15 predominate over individual issues; (3) Plaintiff's claims are typical of the claims of the
16 Settlement Class Members; (4) Plaintiff and Class Counsel will fairly and adequately protect
17 the interests of the Settlement Class Members; and (5) a class action is superior to other
18 available methods for the fair and efficient adjudication of the controversy.

19 8. The Court appoints, for settlement purposes only, Arthur Laws, as Class
20 Representative.

21 9. The Court appoints, for settlement purposes only, Moon Law Group, PC, as
22 Class Counsel. The Court further preliminarily approves Class Counsel's ability to request
23 attorneys' fees of up to thirty-three and a third percent (33 1/3 %) of the Maximum Settlement
24 Amount (\$244,167.00), and costs not to exceed \$25,000.00.

1 10. The Court appoints Phoenix Class Action Administration Solutions as the
2 Settlement Administrator with reasonable administration costs estimated not to exceed
3 \$15,995.00.

4 11. The Court approves the Notice of Proposed Class Action And PAGA
5 Settlement, as to its form and content, attached as **Exhibit B** to this Order. The Court approves
6 the procedures for exclusion requests, objections, and disputes. The Court approves the Class
7 Workweek Dispute Form attached as **Exhibit C** to this Order. The Court finds on a
8 preliminary basis that plan for distribution of the Notice to Settlement Class Members satisfies
9 due process, provides the best notice practicable under the circumstances, and shall constitute
10 due and sufficient notice to all persons entitled thereto.

11 12. The Parties and Settlement Administrator are ordered to carry out the
12 Settlement according to the terms of the Agreement.

13 13. Any Class Member who does not request exclusion from the settlement may
14 object to the Settlement Agreement.

15 14. The Court orders the following Implementation Schedule:

16 Defendants to provide Class Data to the 17 Settlement Administrator	Within 30 calendar days after preliminary approval
18 Settlement Administrator to mail the 19 Settlement Notice by First Class Mail	Within 10 calendar days after Class Data is sent
20 Response Deadline for submitting 21 exclusion requests, written objections and disputes	60 calendar days from the date the Class Notice is mailed
22 Extended Deadline for Exclusions and 23 Objections	15 Calendar days for any Settlement Class Member who is re-mailed a notice 24 by the Settlement Administrator

Deadline to file Motion for Final Approval	16 Court days before the Final Approval Hearing
Final Approval Hearing	<u>July 18, 2024 at 2:00 p.m.</u> Oral objections can be made in person or through counsel, whether or not a written objection has been submitted.

15. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

16. The Settlement is preliminarily approved but is not an admission by Defendant of the validity of any claims in this class and PAGA action, or of any wrongdoing or violation of law by Defendant. Neither the Agreement nor any related document shall be offered or received in evidence in any civil, criminal, or administrative action or proceeding other than such proceedings as may be necessary to consummate or enforce the Agreement and Settlement. The obligations set forth in the Agreement are deemed part of this Order.

IT IS SO ORDERED.

DATE: February 29, 2024



 Melissa R. McCormick
 Judge of the Superior Court

EXHIBIT A

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7 Attorneys for Plaintiff Arthur Laws

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14 Attorneys for Defendant Lux Bus America Co.
15
16

17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
18 **FOR THE COUNTY OF ORANGE**
19

20 ARTHUR LAWS, individually, and on behalf of
21 all others similarly situated,

22 Plaintiff,

23 vs.

24 LUX BUS AMERICA CO., a California
25 corporation; and DOES 1 through 10, inclusive,

26 Defendants.
27
28

Case No. 30-2021-01222521-CU-OE-CXC

Assigned for All Purposes:
Hon. Peter Wilson, Dept. CX102

JOINT STIPULATION FOR SETTLEMENT

Complaint Filed: September 20, 2021
Trial Date: None Set

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4
5 This Joint Stipulation Re: Class Settlement is made by and between the Named Plaintiff,
6 ARTHUR LAWS ("Plaintiff"), on his own behalf and on behalf of all members of the Settlement Class,
7 as defined below, and Defendant LUX BUS AMERICA CO. ("Defendant," and together with Plaintiff,
8 the "Parties"), in the lawsuit entitled *Arthur Laws v. Lux Bus America Co.*, filed in Orange County
9 Superior Court, Case No. 30-2021-01222521-CU-OE-CXC. This Joint Stipulation Re: Class Settlement
10 resolves all claims that were asserted or could have been asserted against Defendant pertaining to the
11 claims in the Litigation.

12 **I. DEFINITIONS**

13 **A. Administrative Costs.** All administrative costs of settlement, including cost of notice
14 to the Settlement Class, claims administration, and any fees and costs incurred or charged by the
15 Settlement Administrator in connection with the execution of its duties under this Stipulation of
16 Settlement.

17 **B. Agreement.** The terms "Agreement" or "Settlement Agreement" are used
18 synonymously herein to mean this Stipulation of Settlement.

19 **C. Class Counsel.** The term "Class Counsel" as used herein means: MOON & YANG,
20 APC and all the lawyers of the firm acting on behalf of Named Plaintiff and the Settlement Class. The
21 term Class Counsel shall be used synonymously with the term Plaintiff's Counsel.

22 **D. Court.** The term "Court" as used herein means the Superior Court of the State of
23 California for the County of Orange.

24 **E. Final.** The term "Final" means: (1) the date of final affirmation of the Final Approval
25 Order from any appeal, the expiration of the time for, or the denial of, a petition to review the Final
26 Approval Order, or if review is granted, the date of final affirmation of the Final Approval Order
27 following review pursuant to that grant; or (2) the date of final dismissal of any appeal from the Final
28 Approval Order or the final dismissal of any proceeding to review the Final Approval Order, provided
that the Final Approval Order is affirmed and/or not reversed in any part; or (3) if no appeal is filed, the

1 expiration date of the time for the filing or noticing of any appeal from the Court's Final Approval
2 Order, as determined under Rule 8.104(a)(3) of the California Rules of Court.
3

4 **F. Date of Final Approval.** The terms "Date of Final Approval" or "Final Approval.
5 Order" as used herein mean date of issuance of the final formal judgment entered by the Court at the
6 Final Fairness and Approval Hearing in accordance with the terms herein, approving this Agreement.
7

8 **G. Preliminary Approval.** The term "Preliminary Approval" or "Preliminary Approval
9 Date" means the date that the Court grants Preliminary Approval of this Agreement.
10

11 **H. Defendant.** The term "Defendant" as used herein means LUX BUS AMERICA CO.
12

13 **I. Employer Taxes.** Employer-funded taxes and contributions imposed on the wage
14 portions of the Settlement Payment under the Federal Insurance Contributions Act, the Federal
15 Unemployment Tax Act, and any similar state taxes and contributions required of employers, such as
16 for unemployment insurance.
17

18 **J. Litigation.** The term "Litigation" as used herein means the action entitled filed in
19 Orange County Superior Court, Case No. 30-2021-01222521-CU-OE-CXC.
20

21 **K. Named Plaintiff.** The term "Named Plaintiff" as used herein means ARTHUR LAWS.
22

23 **L. Net Settlement Fund.** The term "Net Settlement Amount" or "Net Settlement Fund" as
24 used herein means the Maximum Settlement Amount minus any award of attorneys' fees and Litigation
25 costs, Administrative Costs, enhancement to the Named Plaintiff, and penalties recoverable pursuant to
26 California's Private Attorneys General Act ("PAGA") (the "PAGA Settlement"), and as provided in
27 Sections VIII, XIII, XIV, XV, and XVI, respectively.
28

M. Net Settlement Payments. The term "Net Settlement Payment(s)" shall include
payments made to the Settlement Class as part of the Settlement, including wages, penalties and interest.

N. PAGA Employee. For settlement purposes only, the Parties agree to the definition of a
PAGA Employee as: All persons who worked for Defendant in California as an hourly-paid, non-
exempt employee during the PAGA Settlement Period of September 18, 2020 through the Negotiated
Class End Date (together, collectively referred to as the "PAGA Employees").

O. PAGA Settlement Period. The "PAGA Settlement Period" is September 18, 2020

1 through the Negotiated Class End Date. Defendant's best estimate for the number of workweeks at issue
2 for the PAGA Employees prior to September 6, 2022 is 48,357 workweeks.

3 **P. PAGA Settlement.** In order to settle claims alleged under the Private Attorneys'
4 General Act, California *Labor Code* section 2698 et seq., the Parties agree to allocate \$40,000.00 from
5 the Maximum Settlement Amount as penalties authorized by the California Labor Code Private
6 Attorneys General Act of 2004 (PAGA Settlement). Seventy-five percent (75%) of the PAGA
7 Settlement (totaling \$30,000.00) will be paid to the Labor and Workforce Development Agency and
8 25% of the PAGA Settlement (totaling \$10,000.00) will be distributed to participating PAGA
9 Employees.

10 **Q. Settlement.** The term "Settlement" as used herein means this Agreement to resolve the
11 Litigation.

12 **R. Settlement Administrator.** The term "Settlement Administrator" as used herein means
13 a mutual agreed-upon settlement administrator, which will be responsible for distribution and payment
14 of all payments from Defendant in regards to the Maximum Settlement Amount, including payment to
15 the Class Members, PAGA Employees, Named Plaintiff, Class Counsel, and the Labor and Workforce
16 Developmental Agency, and shall be responsible for all appropriate withholding disbursement of taxes,
17 and compliance with all reporting obligations.

18 **S. Settlement Agreement.** The terms "Settlement Agreement" or "Agreement" are used
19 synonymously herein to mean this Stipulation of Settlement.

20 **T. Maximum Settlement Amount.** The term "Maximum Settlement Amount" as used
21 herein means the sum of Seven Hundred and Thirty Two Thousand Five Hundred Dollars and Zero
22 Cents (\$732,500.00), which shall be paid by Defendant, and which sum includes all attorneys' fees and
23 costs pursuant to Section XIII, administrative costs pursuant to Section VIII, enhancement award to
24 Plaintiff as a class representative pursuant to Section XIV,, payment to the California Labor and
25 Workforce Developmental Agency, and a Net Class Settlement Amount ("Net Class Settlement
26 Amount" defined as the balance after deduction of attorneys' fees and costs, class administrator fees,
27 the PAGA Settlement Payment, enhancement award to Plaintiff, payment to the California Labor and
28 Workforce Developmental Agency, , and will be proportionally based on compensable workweeks

1 within the Settlement Period). Subject to Section XI(C) below, the Maximum Settlement Amount is
2 subject to increase, at Defendant's discretion and option, in the event the final number of workweeks in
3 the Settlement Period is more than 15% higher than the initially agreed upon estimate of 97,351
4 workweeks.

5 **U. Settlement Class.** For settlement purposes only, the Parties agree to the certification of
6 a class pursuant to California *Code of Civil Procedure* § 382 defined as:

7 All persons who worked for Defendant in California as an hourly-paid, non-exempt
8 employee during the Settlement Period (the "Settlement Period" starts on September
9 20, 2017 and shall end on the "Negotiated Class End Date") applicable to the operative
10 complaints (together, collectively referred to as the "Class Members"), excluding
11 persons and workweeks covered by the settlement and release in the matter of
12 *Benjamin v. Lux Bus America Co.*, Superior Court of California for the County of
13 Orange, Case No. 30-2016-00870583.

14 **V. Settlement Period.** The term "Settlement Period" as used herein means the period from
15 September 20, 2017 through the Negotiated Class End Date.

16 **W. Negotiated Class End Date.** The term "Negotiated Class End Date" shall be Defendant's
17 selection made at or near the time of Preliminary Approval, of its option of several negotiated choices
18 based on Defendant's best estimate for the number of workweeks at issue for the Class Members prior
19 to September 6, 2022, which is 97,351 workweeks. If the amount of workweeks within the Settlement
20 Period is determined to be up to 15% higher than Defendant's initial estimate (i.e., if it is 111,954 or
21 fewer workweeks) at the time of Preliminary Approval of the Class Settlement, the Negotiated End Date
22 for the Settlement Period shall be the date of Preliminary Approval. If the amount of workweeks within
23 the Settlement Period is determined to be more than 15% higher than Defendant's initial estimate (i.e.,
24 if it is 111,954 or more workweeks) at the time of Preliminary Approval of the Class Settlement, then at
25 Defendant's option, either (1) the Negotiated End Date for the Settlement Period shall be the date of
26 Preliminary Approval and the Maximum Settlement Amount shall be increased by the average gross
27 payout to the Class Members based on the 111,954 workweeks (for example, if there are 10% more
28 workweeks than 111,954 workweeks, then Defendant will increase the Maximum Settlement Amount

1 by 10%); or (2) the Negotiated End Date for the Settlement Period shall be the date at which the
2 Settlement Period encompasses 111,954 workweeks.

3 **II. BACKGROUND**

4 **A.** In the Litigation, the Named Plaintiff alleges, inter alia, on behalf of himself and all
5 others similarly situated, that Defendant violated California state wage and hour laws, the California
6 Business and Professions Code Section 17200 et seq., and PAGA, as a result of Defendant's California
7 wage and hour policies and practices. Specifically, Plaintiff alleges that Defendant failed to pay its
8 employees at or above the applicable minimum wage rates, failed to provide overtime compensation,
9 failed to provide meal breaks, failed to authorize and permit legally compliant rest breaks, and failed to
10 indemnify necessary business expenses. Named Plaintiff further alleges that the aforementioned resulted
11 in the employees receiving inaccurate wage statements, and the underpayment of wages to employees
12 upon termination and/or resignation. Finally, Named Plaintiff made claims for unfair business practices
13 and penalties under California's Private Attorney General Act ("PAGA") arising out of the alleged wage
14 and hour policies and practices.

15 Class Counsel conducted informal discovery prior to mediation before experienced wage-and-
16 hour mediator Steve Rottman, Esq., concerning the claims and defenses set forth in the Litigation, such
17 as a sample of class member timekeeping and payroll records; Defendant's policies and procedures
18 concerning the payment of wages, the provision of meal and rest breaks, issuance of wage statements,
19 and providing all wages at separation; as well as information regarding the total workweek and pay
20 period count; and Named Plaintiff's personnel file.

21 **B.** Named Plaintiff and Class Counsel have engaged in good faith, arms-length negotiations
22 with Defendant concerning possible settlement of the claims asserted in the Litigation. The Parties
23 participated in a full day of mediation before Steve Rottman, Esq., a well-known employment law
24 mediator and neutral third party that resulted in a tentative settlement of the Litigation, subject to the
25 approval of the Court, and finalization of a formal Stipulation of Settlement. The Parties have engaged
26 in extensive negotiations about the terms and conditions of the Settlement at the mediation and
27 subsequent thereto. The Parties have now formalized the Settlement Agreement for submission to the
28 Court for preliminary and Final Approval.

1 C. Class Counsel has conducted an investigation of the law and facts relating to the claims
2 asserted in the Litigation and has concluded, taking into account the sharply contested issues involved,
3 the defenses asserted by Defendant, the expense and time necessary to pursue the Litigation through
4 trial and any appeals, the risks and costs of further prosecution of the Litigation, the risk of an adverse
5 outcome, the uncertainties of complex litigation, and the substantial benefits to be received by the
6 Named Plaintiff and the members of the Settlement Class pursuant to this Agreement, that a settlement
7 with Defendant on the terms and conditions set forth herein is fair, reasonable, adequate, and in the best
8 interests of the Settlement Class. Named Plaintiff, on his own behalf and on behalf of the Settlement
9 Class, has agreed to settle the Litigation with Defendant on the terms set forth herein.

10 D. Defendant has concluded that for reasons including the substantial expense of defending
11 against the Litigation, the length of time necessary to resolve the issues presented herein, the
12 inconvenience involved, and the concomitant disruption to its business operations, it is in Defendant's
13 best interests to accept the terms of this Agreement. Defendant denies each of the allegations and claims
14 asserted against them in the Litigation, and denies that this case could be certified as a class action or
15 proceed on a representative bases, or that a trial would result in any damages. However, without
16 admitting to any liability, Defendant nevertheless desires to settle the Litigation for the purpose of
17 avoiding the burden, expense and uncertainty of continuing litigation and for the purpose of putting to
18 rest the controversies engendered by the Litigation.

19 E. This Agreement is intended to and does effectuate the full, final and complete settlement
20 of all allegations and claims that were asserted, or could have been asserted, in the Litigation by Named
21 Plaintiff and members of the Settlement Class.

22 **III. JURISDICTION**

23 The Court has jurisdiction over the Parties and the subject matter of this Litigation. The
24 Litigation includes claims that, while Defendant denies them in their entirety, would, if proven,
25 authorize the Court to grant relief pursuant to the applicable statutes. After the Court has granted Final
26 Approval of the Settlement and after the Court has ordered the entry of Judgment, pursuant to California
27 *Code of Civil Procedure* Section 664.6, the Court shall retain jurisdiction of this action solely for the
28

1 purpose of interpreting, implementing, and enforcing this Settlement consistent with the terms set forth
2 herein.

3 **IV. STIPULATION OF CLASS CERTIFICATION**

4 The Parties stipulate to the certification of this Settlement Class for purposes of Settlement only.
5 This Stipulation is contingent upon the Preliminary and Final Approval and certification of the
6 Settlement Class only for purposes of Settlement. Should the Settlement not become final, for whatever
7 reason, the fact that the Parties were willing to stipulate provisionally to class certification as part of the
8 Settlement shall have no bearing on, and shall not be admissible in connection with, the issue of whether
9 a class should be certified in a non-settlement context in the Litigation. Defendant expressly reserves
10 the right to oppose class certification and/or proactively move to deny certification should this
11 Settlement be modified or reversed on appeal or otherwise not become final. If the Court does not grant
12 either preliminary or final approval of the settlement, the Parties stipulate that class certification will be
13 revoked, but without prejudice to other class certification proceedings. However, if the Court does not
14 grant either preliminary or final approval of the settlement, the Parties agree to work together and engage
15 in their best efforts to attempt to get a settlement approved with regard to or in the spirit of effectuating
16 the Parties' agreement reached at mediation, including but not limited to making revisions to this Joint
17 Stipulation or filing additional papers the Court may request or require in order for the Court to grant
18 approval of the Parties' agreement with regard to the settlement of this Litigation.

19 **V. MOTION FOR PRELIMINARY APPROVAL**

20 Prior to filing a motion before the Court for an order preliminarily approving the Settlement,
21 Named Plaintiff shall amend the PAGA notice letter that Plaintiff's Counsel sent to the Labor and
22 Workforce Development Agency and employer ("PAGA notice letter") on September 18, 2021 relating
23 to the claims in this action, to add claims for PAGA penalties under Labor Code 1194.2 and 204(b).

24 Named Plaintiff will bring a motion before the Court for an order preliminarily approving the
25 Settlement including the Notice of Class Action and Proposed Settlement, and Workweek Dispute Form,
26 which are attached hereto as Exhibits "A" and "B," respectively, and including certification of the
27 Settlement Class for settlement purposes only.

28 The date that the Court grants Preliminary Approval of this Agreement will be the "Preliminary

1 Approval Date.” Class Counsel will prepare the Motion for Preliminary Approval and will provide
2 Defendant’s counsel the opportunity to review it and provide input before it is filed. On the same date
3 on which it is filed with the Court, Class Counsel shall concurrently submit the Motion for Preliminary
4 Approval to the LWDA in compliance with Labor Code § 2698, *et seq.*, PAGA.

5 **VI. STATEMENT OF NO ADMISSION**

6 **A.** Defendant denies liability to Named Plaintiff and to the Settlement Class upon any claim
7 or cause of action. This Agreement does not constitute, and is not intended to constitute, an admission
8 by Defendant as to the merits, validity, or accuracy of any of the allegations or claims made against
9 them in the Litigation.

10 **B.** Nothing in this Agreement, nor any action taken in implementation thereof, nor any
11 statements, discussions or communications, nor any materials prepared, exchanged, issued or used
12 during the course of the negotiations leading to this Agreement or the Settlement, is intended by the
13 Parties to constitute, nor will any of the foregoing constitute, be introduced, be used or be admissible in
14 any way in this case or any other judicial, arbitral, administrative, investigative or other forum or
15 proceeding as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation,
16 rule or executive order, or any obligation or duty at law or in equity. The Parties themselves agree not
17 to introduce, use, or admit this Agreement, directly or indirectly, in this case or any other judicial,
18 arbitral, administrative, investigative, or other forum or proceeding, as purported evidence of any
19 violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any
20 obligation or duty at law or in equity, or for any other purpose. Notwithstanding the foregoing, this
21 Agreement may be used and filed in any proceeding before the Court that has as its purpose the
22 interpretation, implementation, or enforcement of this Agreement or any orders or judgments of the
23 Court entered in connection with implementation of the Settlement.

24 **C.** None of the documents produced or created by Named Plaintiff or the Settlement Class
25 in connection with the claims procedures or claims settlement procedures constitute, and they are not
26 intended to constitute, an admission by Defendant of any violation of any federal, state, or local law,
27 statute, ordinance, regulation, rule, or executive order, or any obligation or duty at law or in equity.

28 **D.** The Parties agree that class certification pursuant to California *Code of Civil Procedure*

1 Section 382 under the terms of this Agreement is for settlement purposes only. Nothing in this
2 Agreement will be construed as an admission or acknowledgement of any kind that any class should be
3 certified or given collective treatment in the Litigation or in any other action or proceeding. Further,
4 neither this Agreement nor the Court's actions with regard to this Agreement will be admissible in any
5 court or other tribunal regarding the propriety of class certification or collective treatment. In the event
6 that this Agreement is not approved by the Court or any appellate court, is terminated, or otherwise fails
7 to be enforceable, Named Plaintiff will not be deemed to have waived, limited, or affected in any way
8 any claims, rights, or remedies in the Litigation, and Defendant will not be deemed to have waived,
9 limited, or affected in any way any of their objections or defenses in the Litigation.

10 **VII. WAIVER, RELEASE AND CONFIDENTIALITY**

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

12 Upon the date the Court's Final Approval Order becomes "Final" (as that term is defined in
13 Section I(E) above), and all payments are made by Defendant pursuant to this Agreement, Named
14 Plaintiff and all members of the Settlement Class, except those that make a valid and timely request to
15 be excluded from the Settlement Class and Settlement, waive, release, discharge, and promise never to
16 assert in any forum any and all wage-related claims that were alleged in the Litigation and/or letters sent
17 to the Labor and Workforce Development Agency or which could have been alleged in the Litigation
18 and/or letters sent to the Labor and Workforce Development Agency, and claims which were not alleged
19 in the Litigation and/or letters sent to the Labor and Workforce Development Agency, based on the facts
20 asserted in the Litigation and/or letters sent to the Labor and Workforce Development Agency arising
21 during the Settlement Period against Defendant, and its divisions, affiliates, predecessors, successors,
22 shareholders, officers, directors, employees, agents, trustees, representatives, administrators,
23 fiduciaries, assigns, subrogees, executors, partners, parents, subsidiaries, joint employers, insurers, and
24 related corporations, including the following claims: state wage and hour claims for any and all
25 violations of California's Labor Code and Unfair Competition Law based on Defendant's alleged failure
26 to pay wages for all hours worked (including minimum wages, straight time wages, and overtime
27 wages), failure to provide meal periods, failure to authorize and permit rest periods, failure to timely
28 pay all wages due at each pay period and at the time of termination, failure to furnish accurate and

1 itemized wage statements, failure to maintain accurate records, failure to indemnify necessary business
2 expenses, violation of the California Business and Professions Code Section 17200, penalties under
3 Labor Code section 558, civil penalties under California's Private Attorneys General Act of 2004 based
4 on the alleged Labor Code and Wage Order violations, and all damages, interest, penalties, attorneys'
5 fees, costs, and other amounts recoverable under said causes of action and related PAGA administrative
6 notice letters under California law, any future amendments to the PAGA administrative notice letters,
7 to the extent permissible, including but not limited to under any provisions of the California Labor Code
8 and the applicable Wage Orders.

9 **B. General Release by Named Plaintiff Only.**

10 In addition to the release made in Section VII(A), Named Plaintiff makes the additional
11 following general release of all claims, known or unknown. Named Plaintiff releases Defendant, and
12 each of its respective subsidiaries, affiliates, predecessors or successors in interest, officers, directors,
13 shareholders, employees, attorneys, agents, assigns, insurers, and re-insurers of any of them, from all
14 claims, demands, rights, liabilities and causes of action of every nature and description whatsoever,
15 known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation
16 of any state, local, or federal statute, rule or regulation, or common law or law of equity, arising out of,
17 relating to, or in connection with Named Plaintiff's employment with Defendant or application for or
18 termination thereof, as well as any and all acts or omissions by or on the part of Defendant. (The release
19 set forth in this Paragraph B shall be referred to hereinafter as the "General Release.")

20 With respect to the General Release, Named Plaintiff stipulates and agrees that, upon the Date
21 of Final Approval, Named Plaintiff shall be deemed to have expressly waived and relinquished, to the
22 fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil
23 Code, or any other similar provision under federal or state law, which provides:

24 **"SECTION 1542. [CERTAIN CLAIMS NOT AFFECTED BY**
25 **GENERAL RELEASE.] A GENERAL RELEASE DOES NOT**
26 **EXTEND TO CLAIMS THAT THE CREDITOR OR**
27 **RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**
28 **EXIST IN HIS OR HER FAVOR AT THE TIME OF**
EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM
OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR

1 **HER SETTLEMENT WITH THE DEBTOR OR RELEASED**
2 **PARTY.”**

3 Accordingly, if the facts relating in any manner to this Settlement are found hereafter to be other than
4 or different from the facts now believed to be true, the release of claims contained herein shall be
5 effective as to all unknown claims.

6 **B. PAGA Release.**

7 Upon the date the Court’s Final Approval Order becomes “Final” (as that term is defined in
8 Section I(E) above) and all payments are made by Defendant pursuant to this Agreement, Named
9 Plaintiff and all PAGA Employees waive, release, discharge, and promise never to assert in any forum
10 any and all civil penalties under the Private Attorneys General Act (“PAGA”), California Labor Code
11 section 2698 et seq., and demands for related interest and attorneys’ fees on the penalties, that were
12 asserted in the Litigation and/or letters sent to the Labor and Workforce Development Agency by
13 Plaintiff during the PAGA Settlement Period, or which could have been alleged in the Litigation and/or
14 letters sent to the Labor and Workforce Development Agency based on the facts asserted in the
15 Litigation and/or letters sent to the Labor and Workforce Development Agency arising during the
16 Settlement Period against Defendant Lux Bus America Co., and its divisions, affiliates, predecessors,
17 successors, shareholders, officers, directors, employees, agents, trustees, representatives,
18 administrators, fiduciaries, assigns, subrogees, executors, partners, parents, subsidiaries, joint
19 employers, insurers, attorneys, and related corporations, individually and collectively.

20 **VIII. SETTLEMENT ADMINISTRATOR**

21 Named Plaintiff and Defendant, through their respective counsel, have selected Phoenix Class
22 Action administration Solutions as the Settlement Administrator to administer the Settlement, which
23 includes, but is not limited to, distribution and payment of all payments from Defendant in regards to
24 the Maximum Settlement Amount, including payment to the Class Members, PAGA Employees,
25 Named Plaintiff, Class Counsel, and the Labor and Workforce Developmental Agency, and shall be
26 responsible for all appropriate withholding disbursement of taxes, and compliance with all reporting
27 obligations. Defendant will not oppose an application of up to \$20,000.00 of the Maximum Settlement
28 Amount to the Settlement Administrator for claims administration costs and fees. Fees of the Settlement

1 Administrator shall be paid out of the Maximum Settlement Amount. If the actual Settlement
2 Administrator fees are less than the Parties' estimation, the difference between the actual and estimated
3 Settlement Administrator fees will revert to the participating Settlement Class Members. The Parties
4 agree that this Agreement may be provided to the Settlement Administrator to effectuate its
5 implementation of the settlement procedures herein.

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

7 **A. Notice.**

8 Named Plaintiff and Defendant, through their respective attorneys, have jointly prepared a
9 Notice of Class Action and Proposed Settlement (the "Notice") and a Workweek Dispute Form, which
10 in substance will be provided to the members of the Settlement Class as follows:

11 As soon as practicable following Preliminary Approval of the Settlement, but no later than thirty
12 (30) calendar days after the Court's Preliminary Approval Order, Defendant will provide to the
13 Settlement Administrator the following information about each Settlement Class Member ("Class
14 List"): (1) name; (2) last known home address; (3) number of workweeks as a class member during the
15 Settlement Period or the dates of employment for each Settlement Class Member; and (4) Social
16 Security number. Defendant further agrees to consult with the Settlement Administrator prior to the
17 production date to ensure that the format will be acceptable to the Settlement Administrator. Plaintiff's
18 Counsel shall also receive a redacted Class List that shall only disclose an identification number
19 attributed to each class member and the number of workweeks each class member worked during the
20 Settlement Period.

21 The Settlement Administrator shall run all the addresses provided through the United States
22 Postal Service NCOA database (which provides updated addresses for any individual who has moved
23 in the previous four years who has notified the U.S. Postal Service of a forwarding address) to obtain
24 current address information, and shall mail the Notice and Workweek Dispute Form to the members of
25 the Settlement Class via first-class regular U.S. Mail using the most current mailing address information
26 available, within ten (10) calendar days of the receipt of the Class List from Defendant. The Notice
27 shall provide the members of the Settlement Class sixty (60) days' notice of all applicable dates and
28 deadlines.

1 The Notice will also include information regarding the nature of the Litigation; a summary of
2 the terms of the Settlement; the definition of the Settlement Class; a statement that the Court has
3 preliminarily approved the Settlement; the nature and scope of the claims being released; the procedure
4 and time period for objecting to the Settlement, the date and location of the Final Approval Hearing;
5 information regarding the opt-out procedure; Defendant's calculation of the number of Eligible
6 Workweeks that each Settlement Class Member has worked as an employee in California at any time
7 during the Settlement Period, and the estimated potential recovery for the proposed Settlement Class
8 Member. The Notice shall enclose the Workweek Dispute Form for Settlement Class Members.

9 For each Settlement Class Member, the Workweek Dispute Form will identify the number of
10 Eligible Workweeks that he or she was employed and inform the employee of his or her right to dispute
11 this number by completing and returning the form within sixty (60) days of the postmark date of the
12 Workweek Dispute Form. A Settlement Class Member's receipt of his or her share of the Net Settlement
13 Payments is not conditional on the submission of the Workweek Dispute Form. Absent the receipt of a
14 Workweek Dispute Form the number of workweeks identified in the Workweek Dispute Form shall be
15 deemed accurate. The settlement of any disputes concerning the number of Eligible Workweeks is
16 discussed in Section X, below.

17 If a Notice is returned from the initial notice mailing, the Settlement Administrator will perform
18 a skip trace in an attempt to locate a more current address. If the Settlement Administrator is successful
19 in locating a new address, it will re-mail the Notice to the Settlement Class Member. The response
20 deadline to be excluded or objections will be extended fifteen (15) calendar days for any Settlement
21 Class Member who is re-mailed a notice by the Settlement Administrator, unless the 15th day falls on a
22 Sunday or court holiday, in which case the deadline will be extended to the next day on which the U.S.
23 Postal Service is open. Further, any Notices returned with a forwarding address to the Settlement
24 Administrator, as non-deliverable before the deadline date, shall be sent to the forwarding address
25 affixed thereto.

26 Should any member of the Settlement Class timely submit a Workweek Dispute Form with a
27 deficiency, the Settlement Administrator shall, within five (5) calendar days of receipt by the Settlement
28 Administrator of each timely submitted Workweek Dispute Form, send a deficiency notice. The

1 deficiency notice will provide the member of the Settlement Class no more than fourteen (14) days from
2 the mailing of the deficiency notice to postmark a written response to cure all deficiencies. The failure
3 of a member of Settlement Class to timely submit a Workweek Dispute or timely respond to a notice of
4 deficiency shall invalidate the dispute unless all Parties' counsel agree to allow the dispute.

5 No later than twenty-one (21) days before the Final Approval Hearing, the Settlement
6 Administrator shall provide counsel for Defendant and Class Counsel with a declaration attesting to the
7 completion of the Notice process, including the number of attempts to obtain valid mailing addresses
8 for and re-sending of any returned Notices, as well as the number of valid Workweek Dispute Forms,
9 opt-outs and deficiencies that the Settlement Administrator received.

10 **B. Objections.**

11 In order for any Settlement Class member to object to this Settlement, or any term of it, the
12 person making the objection must not submit a request for exclusion (i.e., must not opt out). To object
13 to the Settlement in writing, a Class Member may send the objection to the Settlement Administrator by
14 sixty (60) days after Notice of the Proposed Class Action Settlement was initially mailed to the
15 Settlement Class members. A Settlement Class member making an objection may appear at the Final
16 Approval Hearing with or without submitting any written objection. The Settlement Class member may
17 appear personally or through an attorney, at his or her own expense, at the Final Approval hearing to
18 present his or her objection directly to the Court. If a Settlement Class member objects to the Settlement,
19 the Settlement Class member will remain a member of the Settlement Class and if the Court approves
20 this Agreement, the Settlement Class member will be bound by the terms of the Settlement and Final
21 Approval Order in the same way and to the same extent as a Settlement Class member who does not
22 object. The date of mailing of the Notice to the objecting Settlement Class member shall be conclusively
23 determined according to the records of the Settlement Administrator. The Court retains final authority
24 with respect to the consideration and admissibility of any Settlement Class member objections. Any
25 Settlement Class member who submits an objection may also participate in the settlement.

26 Named Plaintiff hereby endorses the Settlement as fair, reasonable and adequate and in the best
27 interests of the Settlement Class.

28 **C. Opportunity to be Excluded and Defendant's Opt-Out Threshold.**

1 In order for any Settlement Class Member to validly exclude himself or herself from the
2 Settlement Class and the Settlement (i.e., to validly opt out), a written request for exclusion ("Request
3 to be Excluded") must be signed by the Settlement Class Member or his or her authorized representative
4 and must be sent to the Settlement Administrator, postmarked by no later than sixty (60) days after the
5 date the Settlement Administrator initially mails the Notice to the Settlement Class Members. The
6 Notice shall contain instructions on how to opt out.

7
8 The date of the initial mailing of the Notice, and the date the signed Request to be Exclude was
9 postmarked, shall be conclusively determined according to the records of the Settlement Administrator.
10 Any Settlement Class member who timely and validly submits a Request to be Excluded from the
11 Settlement Class and the Settlement will not be entitled to any portion of the Net Settlement Payments,
12 will not participate in the Settlement, will not be bound by the terms and conditions of the Settlement
13 or the final judgement, and will not have any right to object, appeal, or comment thereon.

14 Any member of the Settlement Class who does not timely file and mail a Request to be Excluded
15 from the Settlement Class will be deemed included in the Settlement Class in accordance with this
16 Settlement, and will be subject to the Release and all other terms of the Settlement.

17 In the event that 10% or more of the Class Members exercise their right to exclude themselves
18 and opt out of the Settlement and Settlement Agreement, Defendant retains the exclusive right, but not
19 the obligation, to withdraw from and terminate the Settlement, the Settlement Agreement, and
20 stipulation to class certification, and return all parties back to their same position before the Settlement
21 was reached and the Settlement Agreement was entered into. In the event that Defendant exercises such
22 rights under this paragraph, the Plaintiff and Defendant shall resume the Litigation through and until
23 there is a final settlement of the Litigation. Defendant must notify Class Counsel and the Court of such
24 a decision to withdraw and terminate the Settlement no later than five (5) days prior to the date of the
25 Final Approval Hearing. In the event of Defendant's withdrawal, no party may use the fact that the
26 Parties agreed to the Settlement for any reason, and Defendant shall pay all administration expenses
27 incurred through the date of its termination of the Settlement.

28 **D. Cooperation.**

The Parties and their respective counsel agree not to encourage members of the Settlement Class

1 to opt out of the Settlement, or to object to the Settlement, directly or indirectly, through any means.
2 However, Class Counsel reserves the right to encourage Class Members to participate in the Settlement.

3 **E. No Claim Form Requirement**

4 Settlement Class Members will not be required to submit a claim form to participate in the
5 Settlement.

6 **X. DISPUTES PROCEDURE**

7 Named Plaintiff and Defendant have agreed upon the following payment formula to resolve all
8 disputes submitted by Settlement Class members during the Settlement Period.

9 The Settlement Administrator will calculate the total number of workweeks for all Class
10 Members who were employed by Defendant during the Settlement Period ("Total Workweeks"). The
11 value of each Workweek shall be determined by the Settlement Administrator by dividing the Net
12 Settlement Fund by the total number of Workweeks available to the Class Members who do not opt out
13 in accordance with Section IX(C) above during the Settlement Period ("Workweek Point Value").

14 An "Individual Settlement Payment" for each Class Member will then be determined by
15 multiplying a Class Member's workweeks worked during the Settlement Period ("Eligible Workweeks")
16 by the Workweek Point Value. Eligible Workweeks are calculated as the number of days between a
17 Class Member's start date and end date working as an hourly-paid or non-exempt employee for
18 Defendant during the Settlement Period, divided by seven. Where a Class Member has worked multiple
19 eligible stints or tenures during the Settlement Period, the number of Eligible Workweeks in each
20 eligible stint will be added together to produce a total number of Eligible Workweeks for that Class
21 Member. The Individual Settlement Payment will be reduced by any required legal deductions, for each
22 participating Class Member.

23 If a member of the Settlement Class does not dispute the number of Eligible Workweeks set
24 forth in the Workweek Dispute Form, such person need not take further action to participate in the
25 Settlement. If the member of the Settlement Class disputes the number of Eligible Workweeks set forth
26 in the Workweek Dispute Form, such person must follow the directions in the Workweek Dispute Form
27 and in the Notice, including preparing a statement setting forth the number of Eligible Workweeks that
28 such person believes in good faith is correct, and stating that the member of the Settlement Class

1 authorizes the Settlement Administrator to review the Settlement Class member's personnel file and
2 leave management records to determine such information, and attaching any relevant documentation in
3 support thereof. The member of the Settlement Class must mail the signed and completed statement no
4 later than sixty (60) days after the date of the mailing of the Workweek Dispute Form, or the number of
5 Eligible Workweeks set forth in the Notice and Workweek Dispute Form will govern the Net Settlement
6 Payment to the member of the Settlement Class.

7
8 Upon timely receipt of any such challenge, the Settlement Administrator, in consultation with
9 Class Counsel and counsel for Defendant, will review the pertinent payroll records showing the dates
10 the Settlement Class member was employed and the pertinent leave(s) taken, which records Defendant
11 agrees to make available to the Settlement Administrator and Class Counsel.

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

22
23 **XI. COMPUTATION AND DISTRIBUTION OF PAYMENTS**

24 **A. Distribution Formula.**

25 Members of the Settlement Class not opting out will receive a lump sum payment as good and
26 valuable consideration for the waiver and release of claims set forth in Section VII(A), above, in an
27 amount determined by the Settlement Administrator in accordance with the provisions of this
28 Agreement.

The lump sum payment to each member of the Settlement Class not excluding him/ herself will

1 be determined in accordance with the procedure set forth in Section X.

2 **B. Funding of Settlement.**

3 Within thirty (30) calendar days following the date on which the Court grants Final Approval of
4 the Settlement and a determination of the pro-rata share of the Maximum Settlement Amount to which
5 each member of the Settlement Class is entitled, Defendant will deposit the Maximum Settlement
6 Amount and the Employer Taxes into an interest-bearing trust account for the benefit of the participating
7 Settlement Class members and Class Counsel, through the Settlement Administrator.

8 **C. Potential Increase in Funding.**

9 Defendant represents that there are approximately 97,351 Workweeks at issue for the Class
10 Members prior to September 6, 2022. If the amount of workweeks within the Settlement Period is
11 determined to be more than 15% higher than Defendant's initial estimate (i.e., if it is 111,954 or more
12 workweeks) at the time of Preliminary Approval of the Class Settlement, then under the provisions of
13 Section I(W) above, which defines the Negotiated Class End Date, the Maximum Settlement Amount
14 potentially may be increased, at Defendant's discretion and option, by the average gross payout to the
15 Class Members based on the 111,954 workweeks, as set forth under the provisions of Section I(W)
16 above, which defines the Negotiated Class End Date. The Maximum Settlement Amount will not be
17 reduced due to Defendant's estimate.

18 **D. Time for Distribution.**

19 The Settlement Administrator shall cause the Maximum Settlement Amount (inclusive of the
20 Net Settlement Amount, the Court approved attorney's fees and Litigation costs, Court approved
21 enhancement to Named Plaintiff, and PAGA Settlement) and the Employer Taxes to be mailed within
22 twenty-one (21) calendar days following the date of funding of the Maximum Settlement Amount and
23 accompanying Employer Taxes.

24 If a check is returned to the Settlement Administrator as undeliverable, the Settlement
25 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace search
26 and, if another address is identified, shall mail the check to the newly identified address. Any settlement
27 checks remaining uncashed after one hundred and eighty (180) days shall be deemed unpaid residue
28 pursuant Code of Civil Procedure Section 384(a). In accordance with Code of Civil Procedure Section

384(b), the parties shall follow the procedure set for in (1) – (5) below in regard to unpaid residue:

- (1) Unpaid residue (uncashed or returned checks) will be paid, with interest, to One Justice, 1055 Wilshire Blvd, Suite 1660 Los Angeles, CA 90017, which has been selected by the parties as a nonprofit organization that operates in the counties in which the Settlement Class lives and that supports projects that will benefit the class or similarly situated persons, or that promotes the law consistent with the objectives and purposes of the underlying causes of action, and that provides civil legal services to the indigent.
- (2) The attorneys for the parties shall file, with the Motion for Final Approval, a stand-alone Stipulation to Amend Judgment and Proposed Stipulated Amended Judgment (Section 384) memorializing the parties' agreement to amend the judgment to adopt the administrator's determination of amount of unpaid residue, plus interest, if any, from the date of entry of the initial judgment, to be paid to the cy pres;
- (3) The parties shall attach to the Stipulation a [Proposed] Stipulated Amended Judgment form with a signature line for the court and blanks for the amount of residue plus interest to be added to the judgment and the total amount of the amended judgment;
- (4) Along with the Final Report, the administrator shall file, with the court, a photocopy of the attorneys' Stipulation to Amend Judgment along with a [Proposed] Stipulated Amended Judgment form with the amount of residue plus interest to be added to the judgment and the total amount of the judgment, plus interest, filled in;
- (5) The court signs and enters the Stipulated Amended Judgment;
- (6) In such event, the Class Members and PAGA Employees will nevertheless remain bound by this Settlement Agreement, including the release of the Released Claims.

XII. NO CONTRIBUTIONS TO EMPLOYEE BENEFIT PLAN

The amounts paid under this Agreement do not represent a modification of any previously credited hours of service under any employee benefit plan, policy, or bonus program sponsored by Defendant. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under, benefit plans (self-insured or not) sponsored by Defendant, policies

1 or bonus programs. Any payments made under the terms of this Settlement shall not be applied
2 retroactively, currently or on a going forward basis as salary, earnings, wages, or any other form of
3 compensation for the purposes of Defendant's benefit plan, policy or bonus program. Defendant retains
4 the right to modify the language of their benefit plans, policies and bonus programs to effect this intent
5 and to make clear that any amounts paid pursuant to this Settlement are not for "hours worked," "hours
6 paid," "hours of service," or any similar measuring term as defined by applicable plans, policies and
7 bonus programs for purpose of eligibility, vesting, benefit accrual, or any other purpose, and that
8 additional contributions or benefits are not required by this Settlement.

9 **XIII. CLASS COUNSEL ATTORNEYS' FEES AND LITIGATION COSTS**

10 Defendant shall not oppose an application by Class Counsel for, and Class Counsel shall not
11 seek or receive an amount in excess of \$244,167.00, which represents 33 1/3% of the Maximum
12 Settlement Amount for all past and future attorneys' fees necessary to prosecute, settle and administer
13 the Litigation and this Settlement. Additionally, Defendant shall not oppose an application by Class
14 Counsel for, and Class Counsel shall not seek or receive an amount in excess of \$25,000.00, as supported
15 by declaration by Class Counsel, which represents all past and future Litigation costs and expenses
16 necessary to prosecute, settle and administer the Litigation and this Settlement. Any attorneys' fees or
17 Litigation costs awarded to Class Counsel by the Court as part of the Maximum Settlement Amount
18 shall be deducted from the Maximum Settlement Amount for the purpose of determining the Net
19 Settlement Amount. The "future" aspect of these amounts include, without limitation, all time and
20 expenses expended by Class Counsel in defending the Settlement and securing preliminary and Final
21 Approval (including any appeals therein). There will be no additional charge of any kind to either the
22 members of the Settlement Class or request for additional consideration from Defendant for such work.
23 This amount shall include all attorneys' fees, Litigation costs, and expenses for which Named Plaintiff
24 and Class Counsel could claim under any legal theory whatsoever. Within twenty-one (21) calendar
25 days following the date the settlement is funded pursuant to Section XI(B), the Settlement Administrator
26 shall disburse payment from the Maximum Settlement Amount for the amount of attorneys' fees and
27 Litigation costs approved by the Court to Class Counsel. Should the Court approve a lesser percentage
28 or amount of fees and/or Litigation costs than the amount that Class Counsel ultimately seeks, then any

1 such unapproved portion or portions shall revert into the Net Settlement Amount to be distributed
2 between the participating Settlement Class Members on a pro-rata basis. Even in the event that the Court
3 reduces or does not approve the requested award to Class Counsel's request for attorney's fees and costs,
4 Class Counsel shall not have the right to revoke this settlement, and it will remain binding.
5

6 **XIV. ENHANCEMENT TO NAMED PLAINTIFF**

7 Defendant shall not oppose an application by Named Plaintiff to be appointed as the Class
8 Representative and for an enhancement payment of up to \$5,000.00, and Named Plaintiff shall not seek
9 or receive an amount in excess of \$5,000.00 in exchange for his services as Class Representative (i.e.,
10 Named Plaintiff's class representative enhancement / service award). Any enhancement awarded to
11 Named Plaintiff by the Court as part of the Maximum Settlement Amount shall be deducted from the
12 Maximum Settlement Amount for the purpose of determining the Net Settlement Amount, is in addition
13 to the payment to which Named Plaintiff is entitled as a Class Member, and shall be reported on IRS
14 Form 1099. If the Court approves an enhancement of less than \$5,000.00 to Named Plaintiff, then the
15 unapproved portion or portions shall revert into the Net Settlement Amount to be distributed between
16 the participating Settlement Class Members on a prorate basis. Even in the event that the Court reduces
17 or does not approve the requested Class Representative's enhancement payment, Named Plaintiff shall
18 not have the right to revoke this settlement, and it will remain binding.
19

20 **XV. TAXATION AND ALLOCATION**

21 The Parties agree that all employment taxes and other legally required withholdings will be
22 withheld from payments to the members of the Settlement Class and Named Plaintiff based on the
23 Parties stipulated allocation of the Net Settlement Amount as provided for in this Section.

24 In Defendant's sole discretion, and to which Named Plaintiff and Class Counsel do not object,
25 the amount of federal income tax withholding will be based upon a flat withholding rate for
26 supplemental wage payments in accordance with Treas. Reg. § 31.3402(g)-1(a)(2) as amended or
27 supplemented. Income tax withholding will also be made pursuant to applicable state and/or local
28 withholding codes or regulations.

1 For withholding tax characterization purposes and payment of taxes, the Net Settlement Amount
2 shall be deemed and is allocated by the Parties as follows ("Net Settlement Allocation"):

- 3 (1) 33 1/3% as wages; and
4 (2) 66 2/3% as penalties and interest.
5

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

11 Finally, any and all Employer Taxes which Defendant normally would be responsible for paying
12 based on the Net Settlement Payments made to the individual Class Members will be paid by Defendant
13 in addition to and not as a deduction from the Maximum Settlement Amount based on the stipulated Net
14 Settlement Allocation.

15 **XVI. PRIVATE ATTORNEYS GENERAL ACT ALLOCATION**

16 **A. PAGA Payment Amount**

17 In order to implement the terms of this Settlement and to settle claims alleged under PAGA,
18 California *Labor Code* section 2698, *et seq.*, the Parties agree to allocate \$40,000.00 from the Maximum
19 Settlement Amount as penalties authorized by PAGA. Seventy-five percent (75%) of the PAGA
20 Settlement (totaling \$30,000) will be paid to the Labor and Workforce Development Agency and 25%
21 of the PAGA Settlement (totaling \$10,000) will be distributed to the PAGA Employees, through the
22 Settlement Administrator and at no additional cost to Defendant. A Request to be Excluded does not
23 exclude a PAGA Employee from the release of claims under California Labor Code § 2698, *et seq.*
24 under the PAGA Release set forth in this Agreement, and a PAGA Employee will receive his or her
25 Individual PAGA Settlement Payment even if he or she submits a valid Request to be Excluded.

26 Within twenty one (21) calendar days following the date the settlement is funded pursuant to
27 Section XI(B), the Settlement Administrator shall disburse the 75% of the PAGA Settlement to the
28 California Labor and Workforce Development Agency ("LWDA") and Plaintiff's counsel will provide
notice to the LWDA of the fact that the settlement has been approved by the court along with a copy of

1 the settlement agreement and the court order confirming the approval of the settlement through the
2 appropriate LWDA/DIR website.

3 **B. PAGA Distribution Formula.**

4 The Settlement Administrator will calculate the total number of PAGA Pay Periods for all
5 PAGA Employees who were employed by Defendant during the PAGA Settlement Period ("Total
6 PAGA Pay Periods"). The value of each PAGA Pay Period shall be determined by the Settlement
7 Administrator by dividing the employees' 25% portion of the PAGA Settlement (\$10,000) by the total
8 number of Pay Periods available to PAGA Employees who do not opt out in accordance with Section
9 IX(C) above ("Pay Period Point Value").

10 An "Individual PAGA Settlement Payment" for each PAGA Employee will be proportionally
11 based on compensable workweeks within the PAGA Period. It will be determined by multiplying a
12 PAGA Employee's workweeks worked during the PAGA Settlement Period ("Eligible Pay Periods")
13 by the Pay Period Point Value. Eligible Pay Periods are calculated as the number of days between a
14 PAGA Employee's start date and end date working as an hourly-paid or non-exempt employee for
15 Defendant during the PAGA Settlement Period, divided by 7. Where a PAGA Employee has worked
16 multiple eligible stints or tenures during the PAGA Settlement Period, the number of Eligible Pay
17 Periods in each eligible stint will be added together to produce a total number of Eligible Pay Periods
18 for that PAGA Employee. The Individual PAGA Settlement Payment will be reduced by any required
19 legal deductions, for each participating PAGA Employee.

20 **C. Taxation and Allocation.**

21 The PAGA Settlement comprises payments for penalties and interest. It shall not be deemed as
22 wages and no contribution regarding taxes are to be paid by Defendant regarding any portion of the
23 PAGA Settlement. Forms 1099 regarding the PAGA Settlement will be distributed at times and in the
24 manner required by the Internal Revenue Code of 1986 (the "Code") and consistent with this
25 Agreement, by the Settlement Administrator.

26 **XVII. COURT APPROVAL**

27 This Agreement and the Settlement is contingent upon Final Approval by the Court and the entry
28 of judgment. Named Plaintiff and Defendant agree to take all steps as may be reasonably necessary to

1 secure both Preliminary Approval and Final Approval of the Settlement, to the extent not inconsistent
2 with the terms of this Agreement, and will not take any action adverse to each other in obtaining court
3 approval, and, if necessary, appellate approval, of the Settlement in all respects. Named Plaintiff and
4 Defendant expressly agree that they will not file any objection to the terms of the Settlement or assist
5 or encourage any person or entity to file any such objection.

6 In the event it becomes impossible to secure approval of the Settlement, the Parties shall be
7 restored to their respective positions in the Litigation, ante mediation, except as otherwise provided in
8 Section XVIII, below.

9 **XVIII. MISCELLANEOUS PROVISIONS**

10 **A. Stay of Litigation.**

11 Named Plaintiff and Defendant agree to the stay of all discovery, hearings, and deadlines in the
12 Litigation, pending Final Approval of the Settlement by the Court.

13 **B. Interpretation of the Agreement.**

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

1 The terms and conditions of this Agreement constitute the exclusive and final understanding and
2 expression of all agreements between Named Plaintiff and Defendant with respect to the Settlement of
3 the Litigation. The Agreement may be modified only by a writing signed by the original signatories and
4 approved by the Court.

5 **C. Further Cooperation.**

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

9 **D. Confidentiality of Documents and Settlement.**

10 After the expiration of any appeals period, Named Plaintiff, the Settlement Administrator, and
11 Class Counsel shall maintain the confidentiality of all documents, deposition transcripts, declarations
12 and other information obtained in the lawsuit, unless necessary for appeal or such documents are ordered
13 to be disclosed by the Court or by a subpoena. After the expiration of any appeals period, Named
14 Plaintiff and his counsel shall destroy or delete documents or copies or digital records of documents
15 produced by Defendant and its counsel regarding the Settlement Class members such as wage statements
16 and payroll records, other than documents which pertain directly to Named Plaintiff.

17 Any settlement shall remain confidential until a motion for preliminary approval is filed with
18 the Court. The settlement documents will be filed with the Court and subject to disclosure to the public;
19 however, the Parties and their counsel agree that they will not issue any press releases, initiate any
20 contact with the press, respond to any press inquiry or have any communications with the press about
21 the facts, amount or terms of the settlement.

22 **E. Counterparts.**

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

25 **F. Authority.**

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

28 **G. No Third-Party Beneficiaries.**

H. Modification.

I. Deadlines Falling on Weekends or Holidays.

J. Severability.

APPROVED AS TO FORM AND CONTENT:

DocuSigned by:

By:

LUX BUS AMERICA CO.

By:

For LUX BUS AMERICA CO

CALL &
JENSEN

1 Named Plaintiff, members of the Settlement Class, and Defendant are direct beneficiaries of this
2 Agreement, but there are no third-party beneficiaries.

3 **H. Modification.**

4 This Agreement may not be changed, altered, or modified, except in a writing signed by the
5 Parties, and approved by the Court. Notwithstanding the forgoing, the Parties agree that any dates
6 contained in this Agreement may be modified by agreement of the Parties in writing without Court
7 approval if the Parties agree and cause exists for such modification. This Agreement may not be
8 discharged except by performance in accordance with its terms or by a writing signed by the Parties.

9 **I. Deadlines Falling on Weekends or Holidays.**

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

12 **J. Severability.**

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

18
19 **APPROVED AS TO FORM AND CONTENT:**

20 Date: _____, 2023

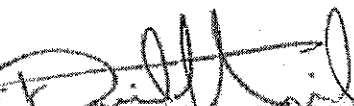
ARTHUR LAWS, on behalf of himself and all
others similarly situated

21
22
23 By: _____

ARTHUR LAWS

24 Date: April 24, 2023

LUX BUS AMERICA CO.

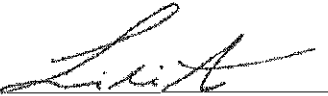
25
26
27 By:  _____

Name: Daniel J. Aguilar
Position: General Counsel
For LUX BUS AMERICA CO

1 APPROVED AS TO FORM:

2 Date: May 10, 2023

MOON & YANG, APC

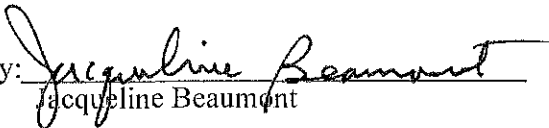
3
4 By: 

5 Kane Moon
6 Lilit Ter-Astvatsatryan

7 Attorneys for Plaintiff Arthur Laws

8 Dated: April 19, 2023

CALL & JENSEN
9 A Professional Corporation
10 Jacqueline Beaumont

11 By: 

12 Jacqueline Beaumont

13 Attorneys for Defendant Lux Bus America Co.

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23
24 CALL &
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EST. 1981

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10 Attorneys for Plaintiff Arthur Laws

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13 Jacqueline Beaumont, Bar No. 253776
14 610 Newport Center Drive, Suite 700 Newport
15 Beach, CA 92660
16 Tel: (949) 717-3000
17 jbeaumont@calljensen.com

18 Attorneys for Defendant Lux Bus America Co.

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

ARTHUR LAWS, individually, and on behalf of
all others similarly situated,

Plaintiff,

vs.

LUX BUS AMERICA CO., a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No. 30-2021-01222521-CU-OE-CXC

Assigned for All Purposes:
Hon. Peter Wilson, Dept. CX104

**AMENDMENT TO THE JOINT
STIPULATION FOR SETTLEMENT**

Complaint Filed: September 20, 2021
Trial Date: None Set

1 This Amendment to the Joint Stipulation for Settlement ("Amendment") is made by and between
 2 the Named Plaintiff, ARTHUR LAWS ("Plaintiff"), on his own behalf and on behalf of all members of
 3 the Settlement Class, as defined in the Joint Stipulation,, and Defendant LUX BUS AMERICA CO.
 4 ("Defendant," and together with Plaintiff, the "Parties"), in the lawsuit entitled *Arthur Laws v. Lux Bus*
 5 *America Co.*, filed in Orange County Superior Court, Case No. 30-2021-01222521-CU-OE-CXC. This
 6 Amendment is made pursuant to the Court's Ruling on Plaintiff's Preliminary Motion on August 24,
 7 2023 ("8/24/23 Ruling"). In the 8/24/2023 Ruling, the Court stated that, "...an amendment to the
 8 settlement agreement is directed, rather than "amended settlement agreement", to avoid use of limited
 9 Court time and resources."

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

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

13 Upon the date the Court's Final Approval Order becomes "Final" (as that term is defined in
 14 Section I(E) of the Joint Stipulation for Settlement), and all payments are made by Defendant pursuant
 15 to this Agreement, Named Plaintiff and all members of the Settlement Class, except those that make a
 16 valid and timely request to be excluded from the Settlement Class and Settlement, waive, release,
 17 discharge, and promise never to assert in any forum any and all wage-related claims that were alleged
 18 in the operative complaint or reasonably could have been alleged in the operative complaint, and the
 19 letters sent to the Labor and Workforce Development Agency arising during the Settlement Period
 20 against Defendant, and its divisions, affiliates, predecessors, successors, shareholders, officers,
 21 directors, employees, agents, trustees, representatives, administrators, fiduciaries, assigns, subrogees,
 22 executors, partners, parents, subsidiaries, joint employers, insurers, and related corporations, including
 23 the following claims: state wage and hour claims for any and all violations of California's Labor Code
 24 and Unfair Competition Law based on Defendant's alleged failure to pay wages for all hours worked
 25 (including minimum wages, straight time wages, and overtime wages), failure to provide meal periods,
 26 failure to authorize and permit rest periods, failure to timely pay all wages due at each pay period and
 27 at the time of termination, failure to furnish accurate and itemized wage statements, failure to maintain
 28 accurate records, failure to indemnify necessary business expenses, violation of the California Business

1 and Professions Code Section 17200, penalties under Labor Code section 558, civil penalties under
 2 California's Private Attorneys General Act of 2004 based on the alleged Labor Code and Wage Order
 3 violations, and all damages, interest, penalties, attorneys' fees, costs, and other amounts recoverable
 4 under said causes of action and related PAGA administrative notice letters under California law, any
 5 future amendments to the PAGA administrative notice letters, to the extent permissible, including but
 6 not limited to under any provisions of the California Labor Code and the applicable Wage Orders.

7
 8 **B. PAGA Release.**

9 Upon the date the Court's Final Approval Order becomes "Final" (as that term is defined in
 10 Section I(E) above) and all payments are made by Defendant pursuant to this Agreement, Named
 11 Plaintiff and all PAGA Employees waive, release, discharge, and promise never to assert in any forum
 12 any and all civil penalties under the Private Attorneys General Act ("PAGA"), California Labor Code
 13 section 2698 et seq., and demands for related interest and attorneys' fees on the penalties, that were
 14 asserted in the operative complaint or could have been reasonably asserted in the operative complaint
 15 and the letters sent to the Labor and Workforce Development Agency by Plaintiff during the PAGA
 16 Settlement Period, arising during the PAGA Settlement Period against Defendant Lux Bus America Co.,
 17 and its divisions, affiliates, predecessors, successors, shareholders, officers, directors, employees,
 18 agents, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners,
 19 parents, subsidiaries, joint employers, insurers, attorneys, and related corporations, individually and
 20 collectively.

21
 22 **IX. NOTICE, OBJECTIONS AND EXCLUSION RIGHTS**

23 **A. Notice.**

24 Named Plaintiff and Defendant, through their respective attorneys, have jointly prepared a
 25 Notice of Class Action and Proposed Settlement (the "Notice") and a Workweek Dispute Form, which
 26 in substance will be provided to the members of the Settlement Class as follows:

27 As soon as practicable following Preliminary Approval of the Settlement, but no later than thirty
 28 (30) calendar days after the Court's Preliminary Approval Order, Defendant will provide to the

1 Settlement Administrator the following information about each Settlement Class Member ("Class
2 List"): (1) name; (2) last known home address; (3) number of workweeks as a class member during the
3 Settlement Period or the dates of employment for each Settlement Class Member; and (4) Social
4 Security number. Defendant further agrees to consult with the Settlement Administrator prior to the
5 production date to ensure that the format will be acceptable to the Settlement Administrator. Plaintiff's
6 Counsel shall also receive a redacted Class List that shall only disclose an identification number
7 attributed to each class member and the number of workweeks each class member worked during the
8 Settlement Period.

9 The Settlement Administrator shall run all the addresses provided through the United States
10 Postal Service NCOA database (which provides updated addresses for any individual who has moved
11 in the previous four years who has notified the U.S. Postal Service of a forwarding address) to obtain
12 current address information, and shall mail the Notice and Workweek Dispute Form to the members of
13 the Settlement Class via first-class regular U.S. Mail using the most current mailing address information
14 available, within ten (10) calendar days of the receipt of the Class List from Defendant. The Notice
15 shall provide the members of the Settlement Class sixty (60) days' notice of all applicable dates and
16 deadlines.

17 The Notice will also include information regarding the nature of the Litigation; a summary of
18 the terms of the Settlement; the definition of the Settlement Class; a statement that the Court has
19 preliminarily approved the Settlement; the nature and scope of the claims being released; the procedure
20 and time period for objecting to the Settlement, the date and location of the Final Approval Hearing;
21 information regarding the opt-out procedure; Defendant's calculation of the number of Eligible
22 Workweeks that each Settlement Class Member has worked as an employee in California at any time
23 during the Settlement Period, and the estimated potential recovery for the proposed Settlement Class
24 Member. The Notice shall enclose the Workweek Dispute Form for Settlement Class Members.

25 For each Settlement Class Member, the Workweek Dispute Form will identify the number of
26 Eligible Workweeks that he or she was employed and inform the employee of his or her right to dispute
27 this number by completing and returning the form within sixty (60) days of the postmark date of the
28 Workweek Dispute Form. A Settlement Class Member's receipt of his or her share of the Net Settlement

1 Payments is not conditional on the submission of the Workweek Dispute Form. Absent the receipt of a
2 Workweek Dispute Form the number of workweeks identified in the Workweek Dispute Form shall be
3 deemed accurate. The settlement of any disputes concerning the number of Eligible Workweeks is
4 discussed in Section X, below.

5 If a Notice is returned from the initial notice mailing, the Settlement Administrator will perform
6 a skip trace in an attempt to locate a more current address. If the Settlement Administrator is successful
7 in locating a new address, it will re-mail the Notice to the Settlement Class Member. The response
8 deadline to be excluded, submit a Workweek Dispute, or make objections will be extended fifteen (15)
9 calendar days for any Settlement Class Member who is re-mailed a notice by the Settlement
10 Administrator, unless the 15th day falls on a Sunday or court holiday, in which case the deadline will
11 be extended to the next day on which the U.S. Postal Service is open. Further, any Notices returned
12 with a forwarding address to the Settlement Administrator, as non-deliverable before the deadline date,
13 shall be sent to the forwarding address affixed thereto.

14 Should any member of the Settlement Class timely submit a Workweek Dispute Form with a
15 deficiency, the Settlement Administrator shall, within five (5) calendar days of receipt by the Settlement
16 Administrator of each timely submitted Workweek Dispute Form, send a deficiency notice. The
17 deficiency notice will provide the member of the Settlement Class no more than fourteen (14) days from
18 the mailing of the deficiency notice to postmark a written response to cure all deficiencies. The failure
19 of a member of Settlement Class to timely submit a Workweek Dispute or timely respond to a notice of
20 deficiency shall invalidate the dispute unless all Parties' counsel agree to allow the dispute.

21 No later than twenty-one (21) days before the Final Approval Hearing, the Settlement
22 Administrator shall provide counsel for Defendant and Class Counsel with a declaration attesting to the
23 completion of the Notice process, including the number of attempts to obtain valid mailing addresses
24 for and re-sending of any returned Notices, as well as the number of valid Workweek Dispute Forms,
25 opt-outs and deficiencies that the Settlement Administrator received.

26
27 **X. DISPUTES PROCEDURE**

28 Named Plaintiff and Defendant have agreed upon the following payment formula to resolve all

1 disputes submitted by Settlement Class members during the Settlement Period.

2 The Settlement Administrator will calculate the total number of workweeks for all Class
3 Members who were employed by Defendant during the Settlement Period ("Total Workweeks"). The
4 value of each Workweek shall be determined by the Settlement Administrator by dividing the Net
5 Settlement Fund by the total number of Workweeks available to the Class Members who do not opt out
6 in accordance with Section IX(C) above during the Settlement Period ("Workweek Point Value").

7 An "Individual Settlement Payment" for each Class Member will then be determined by
8 multiplying a Class Member's workweeks worked during the Settlement Period ("Eligible Workweeks")
9 by the Workweek Point Value. Eligible Workweeks are calculated as the number of days between a
10 Class Member's start date and end date working as an hourly-paid or non-exempt employee for
11 Defendant during the Settlement Period, divided by seven. Where a Class Member has worked multiple
12 eligible stints or tenures during the Settlement Period, the number of Eligible Workweeks in each
13 eligible stint will be added together to produce a total number of Eligible Workweeks for that Class
14 Member. The Individual Settlement Payment will be reduced by any required legal deductions, for each
15 participating Class Member.

16 If a member of the Settlement Class does not dispute the number of Eligible Workweeks set
17 forth in the Workweek Dispute Form, such person need not take further action to participate in the
18 Settlement. If the member of the Settlement Class disputes the number of Eligible Workweeks set forth
19 in the Workweek Dispute Form, such person must follow the directions in the Workweek Dispute Form
20 and in the Notice, including preparing a statement setting forth the number of Eligible Workweeks that
21 such person believes in good faith is correct, and stating that the member of the Settlement Class
22 authorizes the Settlement Administrator to review the Settlement Class member's personnel file and
23 leave management records to determine such information, and attaching any relevant documentation in
24 support thereof. The member of the Settlement Class must mail the signed and completed statement no
25 later than sixty (60) days after the date of the mailing of the Workweek Dispute Form, or the number of
26 Eligible Workweeks set forth in the Notice and Workweek Dispute Form will govern the Net Settlement
27 Payment to the member of the Settlement Class.

28 Upon timely receipt of any such challenge, the Settlement Administrator, in consultation with

1 Class Counsel and counsel for Defendant, will review the pertinent payroll records showing the dates
2 the Settlement Class member was employed and the pertinent leave(s) taken, which records Defendant
3 agrees to make available to the Settlement Administrator and Class Counsel.

4 After consulting with Class Counsel and counsel for Defendant, the Settlement Administrator
5 shall compute the number of Eligible Workweeks to be used in computing the Settlement Class
6 member's pro rata share of the Net Settlement Amount. In the event there is a disparity between the
7 dates a Settlement Class member claims he or she worked during the Settlement Period and the dates
8 indicated by Defendant's records, Defendant's records will control unless inconsistent with evidence
9 (not limited to paycheck stub(s) or bona fide copies thereof) provided by the Settlement Class member.
10 The Settlement Administrator shall make an initial decision as to the total number of Eligible
11 Workweeks. The Settlement Administrator shall send written notice of the initial decision on any such
12 claim to the Settlement Class member, to Class Counsel, and counsel for Defendant within ten (10)
13 calendar days of receipt of the dispute. The Parties must submit all Disputes, related documentation,
14 and Settlement Administrator decisions, to the Court. The Court shall have the right to review the
15 Settlement Administrator's initial decision, and the Court's ruling on any disputes shall be final and
16 non-appealable.

17
18 **XVIII. MISCELLANEOUS PROVISIONS**

19 **B. Interpretation of the Agreement.**

20 This Agreement constitutes the entire agreement between Named Plaintiff and Defendant.
21 Except as expressly provided herein, this Agreement has not been executed in reliance upon any other
22 written or oral representations or terms, and no such extrinsic oral or written representations or terms
23 shall modify, vary or contradict its terms. In entering into this Agreement, the Parties agree that this
24 Agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic
25 evidence. The Agreement will be interpreted and enforced under the laws of the State of California,
26 both in its procedural and substantive aspects, without regard to its conflict of laws provisions. Any
27 claim arising out of or relating to the Agreement, or the subject matter hereof, will be resolved solely
28 and exclusively in the Superior Court of the State of California for the County of Los Angeles, and

1 named Plaintiff and Defendant hereby consent to the personal jurisdiction of the Court over them solely
 2 in connection therewith. Named Plaintiff, on her own behalf and on behalf of the Settlement Class, and
 3 Defendant participated in the negotiation and drafting of this Agreement and had available to them the
 4 advice and assistance of independent counsel. As such, neither Named Plaintiff nor Defendant may
 5 claim that any ambiguity in this Agreement should be construed against the other.

6
 7 **G. No Third-Party Beneficiaries.**

8 Named Plaintiff, members of the Settlement Class, the State of California, and Defendant are
 9 direct beneficiaries of this Agreement, but there are no third-party beneficiaries.
 10

11 **APPROVED AS TO FORM AND CONTENT:**

12 Date: 10/23/2023, 2023

ARTHUR LAWS, on behalf of himself and all
 others similarly situated

13 By: _____

ARTHUR LAWS

14 Date: 10/23, 2023

LUX BUS AMERICA CO.

15 By: _____

Name: Daniel J. Aguilar
 Position: General Counsel
 For LUX BUS AMERICA CO

16 **APPROVED AS TO FORM:**

17 Date: 10/23/2023, 2023

MOON LAW GROUP, PC

18 By: _____

Kane Moon
 Lilit Ter-Astvatsatryan

Attorneys for Plaintiff Arthur Laws

1 Dated: October 23, 2023

2 CALL & JENSEN
3 A Professional Corporation
4 Jacqueline Beaumont

5 By: Jacqueline Beaumont
6 Jacqueline Beaumont

7 Attorneys for Defendant Lux Bus America Co.
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24 CALL &
25 JENSEN
26 EST. 1981

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Lilit Ter-Astvatsatryan (SBN 320389)
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Attorneys for Plaintiff Arthur Laws

CALL & JENSEN
A Professional Corporation
Jacqueline Beaumont, Bar No. 253776
Anurita S. Varma, Bar No. 279486
610 Newport Center Drive, Suite 700
Newport Beach, CA 92660
Tel: (949) 717-3000
jbeaumont@calljensen.com
avarma@calljensen.com

Attorneys for Defendant Lux Bus America Co.

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

ARTHUR LAWS, individually, and on behalf of
all others similarly situated,

Plaintiff,

vs.

LUX BUS AMERICA CO., a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No. 30-2021-01222521-CU-OE-CXC

Assigned for All Purposes:
Hon. Melissa r. McCormick, Dept. CX104

**SECOND AMENDMENT TO THE JOINT
STIPULATION FOR SETTLEMENT**

Complaint Filed: September 20, 2021
Trial Date: None Set

1
2
3 This Second Amendment to the Joint Stipulation for Settlement ("Amendment") is made by and
4 between the Named Plaintiff, ARTHUR LAWS ("Plaintiff"), on his own behalf and on behalf of all
5 members of the Settlement Class, as defined in the Joint Stipulation,, and Defendant LUX BUS
6 AMERICA CO. ("Defendant," and together with Plaintiff, the "Parties"), in the lawsuit entitled *Arthur*
7 *Laws v. Lux Bus America Co.*, filed in Orange County Superior Court, Case No. 30-2021-01222521-
8 CU-OE-CXC. This Amendment is made pursuant to the Court's Ruling on Plaintiff's Preliminary
9 Motion on November 9, 2023 ("11/9/23 Ruling"). In the 11/9/2023 Ruling, the Court stated that, "...an
10 amendment to the settlement agreement shall be submitted, rather than an 'amended settlement
11 agreement,' to streamline the court's review of the documents."

12 **XVIII. MISCELLANEOUS PROVISIONS**

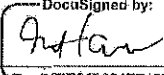
13 **B. Interpretation of the Agreement.**

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

1 APPROVED AS TO FORM AND CONTENT:

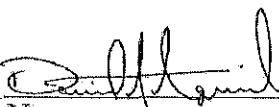
2 Date: 2/12/2024

3 ARTHUR LAWS, on behalf of himself and all
4 others similarly situated

5 By:  DocuSigned by:
6 ARTHUR LAWS 839D81634EE45D...

7 Date: 2/12/2024

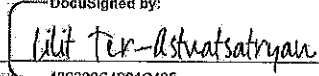
8 LUX BUS AMERICA CO.

9 By: 
10 Name: Daniel J. Aguilar
11 Position: General Counsel
12 For LUX BUS AMERICA CO

13 APPROVED AS TO FORM:

14 Date: 2/12/2024

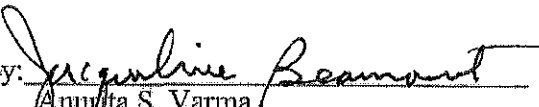
15 MOON LAW GROUP, PC

16 By:  DocuSigned by:
17 Kane Moon 43G399C4901C495...
18 Lilit Ter-Astvatsatryan

19 Attorneys for Plaintiff Arthur Laws

20 Dated: 2/12/2024

21 CALL & JENSEN
22 A Professional Corporation
23 Jacqueline Beaumont
24 Anurita S. Varma

25 By: 
26 Anurita S. Varma

27 Attorneys for Defendant Lux Bus America Co.

28
CALL &
JENSEN
EST. 1981

EXHIBIT B

NOTICE OF PROPOSED CLASS ACTION AND PAGA SETTLEMENT

**SUPERIOR COURT OF CALIFORNIA FOR THE COUNTY OF ORANGE
ARTHUR LAWS V. LUX BUS AMERICA CO.
CASE NO. 30-2021-01222521-CU-OE-CXC**

A Court authorized this notice. This is not a solicitation from a lawyer.

ATTENTION: IF YOU HAVE WORKED AT LUX BUS AMERICA CO. AS A NON-EXEMPT EMPLOYEE DURING THE PERIOD SEPTEMBER 20, 2017, TO [XXXXXX], YOU ARE ENTITLED TO A SHARE OF A PROPOSED CLASS ACTION SETTLEMENT AND YOU ARE CONSIDERED A "CLASS MEMBER" AND PART OF THE "CLASS ACTION SETTLEMENT."

ATTENTION: IF YOU HAVE WORKED AT LUX BUS AMERICA CO. AS A NON-EXEMPT EMPLOYEE DURING THE PERIOD SEPTEMBER 18, 2020, TO [XXXXXX], YOU ARE ENTITLED TO A SHARE OF A PROPOSED PAGA SETTLEMENT AND YOU ARE CONSIDERED AN "AGGRIEVED EMPLOYEE" AND PART OF THE "PAGA SETTLEMENT."

TO UNDERSTAND YOUR RIGHTS, READ THIS NOTICE CAREFULLY.

- A proposed settlement ("the Settlement") has been reached between Plaintiff Arthur Laws ("Plaintiff") on behalf of himself and the below-defined Class Members and Aggrieved Employees and Defendant Lux Bus America Co. ("Defendant").
- The Settlement resolves a putative class and representative action alleging that Defendant's failure to pay wages for all hours worked (including minimum wages, straight time wages, and overtime wages), failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay all wages due at each pay period and at the time of termination, failure to furnish accurate and itemized wage statements, failure to maintain accurate records, failure to indemnify necessary business expenses, engaged in unfair business practices, and violated the California Labor Code Private Attorneys General Act of 2004 ("PAGA").
- Defendant has denied, and continues to deny, the factual allegations and legal claims asserted in this lawsuit and believes that Plaintiff's claims have no merit. Defendant does not admit to liability on any of the factual allegations or claims asserted in this lawsuit, or that the lawsuit can or should proceed as a class or representative action.
- After extensive negotiations, the Parties have come to this proposed settlement based upon all known facts and circumstances, including the various risks and uncertainties related to continued litigation.
- The Class Action Settlement provides for settlement payments based on the number of work weeks you worked for Defendant as a non-exempt employee at any time from September 20, 2017, to [XXXXXX].
- The PAGA Settlement provides for settlement payments based on the number of pay periods you worked for Defendant as a non-exempt employee at any time from September 18, 2020, to [XXXXXX].
- Depending on when you worked for Defendant, you may be a Class Member entitled to a settlement from the Class Action Settlement, an Aggrieved Employees entitled to a settlement from the PAGA settlement, or both a Class Member and an Aggrieved Employee.

**Your estimated minimum settlement payment
during the relevant period is printed on the enclosed sheet.**

OVERVIEW OF YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT	
DO NOTHING	Subject to the Court's final approval of the Settlement, you will receive a settlement payment at the address where this Notice was mailed. In exchange, you will give up your claims in this lawsuit within the scope of the release set forth below.
EXCLUDE YOURSELF	If you are a Class Member and submit a Request for Exclusion, you will <u>not</u> receive a settlement payment for the Class Action Settlement, but you will keep your claims against Defendant regarding the class action claims. You are not permitted to object to the Settlement if you exclude yourself from the Settlement. Note you may only submit a Request for Exclusion if you are a Class Member. Aggrieved Employees are not entitled to exclude themselves from the PAGA settlement as a matter of law. If you submit a Request for Exclusion and are a Class Member and an Aggrieved Employee, you will not receive your Class Action settlement, <u>but you will receive your PAGA settlement.</u>
OBJECT	If you are a Class Member and wish to object to the Settlement of the Class Claims, you must submit a written Notice of Objection and supporting papers to the Settlement Administrator that is postmarked no later than [60 calendar days from date of mailing of this Notice] . Class Members are also permitted to orally object in person or through counsel at the Final Approval hearing. <u>You may not object to the PAGA Settlement if you are an Aggrieved Employee.</u>

- These rights and options, and how to exercise them, are explained in more detail below in this Notice.
- The Court handling this case still must decide whether to grant final approval of the Settlement. Settlement payments will only be issued if the Court grants final approval of the Settlement.
- Additional information regarding the Settlement is available through the Settlement Administrator and Class Counsel, whose contact information is provided in this Notice.

BASIC INFORMATION

1. Why did I get this notice?

Defendant's records show that you have worked for Lux Bus America Co. as a non-exempt employee at some point from September 20, 2017, to **[xxxxxx]**. This Notice explains the lawsuit (otherwise called the "Action" as defined below), the Class Action Settlement, the PAGA Settlement, and your legal rights.

2. What is the Action about?

The lawsuit is known as *Arthur Laws v. Lux Bus America Co.*, filed in Orange County Superior Court, Case No. 30-2021-01222521-CU-OE-CXC (the "Action"). Arthur Laws brought the lawsuit and is called the "Plaintiff," and the company she sued, Lux Bus America Co., is called the Defendant.

The Action involves claims under California's wage and hour laws. Plaintiff worked for Defendant as a non-exempt, hourly-paid employee. He alleges that Defendant violated California law by failing to pay wages for all hours worked (including minimum wages, straight time wages, and overtime wages), to provide meal periods, to authorize and permit rest periods, to timely pay all wages due at each pay period and at the time of termination, to furnish accurate and itemized wage statements, to maintain accurate records, and to indemnify necessary business expenses. Plaintiff further claims that Defendant engaged in unfair business practices and violated PAGA. As a result, Plaintiff alleges that he and the Class Members (defined in response to Question 4 below) are entitled to recover unpaid wages, interest, and statutory penalties, and that she and the Aggrieved Employees (defined in response to Question 5 below) are entitled to recover civil penalties.

Defendant denies all of Plaintiff's claims and denies that it violated the law in any way. The Court has not decided whether there is any merit to Plaintiff's claims. However, both Plaintiff and Defendant believe that the Settlement is fair, adequate, and reasonable, and that it is in the best interest of the of the Settlement Class

members.

3. Why is this lawsuit a class action?

In a class action, one or more people called the “Plaintiff” sue on behalf of other people who allegedly have similar claims. All of these people are part of a putative “class” or are putative “class members.” If the Court certifies the putative class, the Court resolves the issues for all class members, except for those who exclude themselves from the class. On [insert date], the Honorable Peter Wilson issued an order conditionally certifying the Settlement Class for purposes of settlement only.

4. Who is in the Settlement Class?

“Settlement Class” means all persons who worked for Defendant in California as an hourly-paid, non-exempt employee during the Settlement Period (the “Settlement Period” starts on September 20, 2017, to [XXX] and shall end on the “Negotiated Class End Date”) applicable to the operative complaints (together, collectively referred to as the “Class Members”), excluding persons and workweeks covered by the settlement and release in the matter of *Benjamin v. Lux Bus America Co.*, Superior Court of California for the County of Orange, Case No. 30-2016-00870583.

If you’re receiving this notice, that means you were not part of the settlement and release in the matter of *Benjamin v. Lux Bus America Co.*, Superior Court of California for the County of Orange, Case No. 30-2016-00870583.

5. Why is this lawsuit a representative action?

In a representative action, one or more people called the Plaintiff “represent” similarly situated coworkers who allegedly have similar claims of liability under PAGA. The Plaintiff and the employees he or she represents are called Aggrieved Employees, and the Plaintiff brings the lawsuit to recover civil penalties under PAGA on behalf of him or herself, as well as all of the Aggrieved Employees and State of California through the Labor and Workforce Development Agency (the “LWDA”).

6. Who are the Aggrieved Employees?

The “Aggrieved Employees” means all current or former non-exempt, hourly-paid employees who have worked for Defendant in California at any time between September 18, 2020, to [XXXXX].

7. Why is there a settlement?

After conducting substantial fact discovery, including but not limited to reviewing policies, payroll records, and time records, both parties agreed to the Settlement to avoid the cost and risk of further litigation. The Settlement does not mean that any law was broken. Defendant denies all of the claims asserted in the Action, denies that it has violated any laws, and believes it has at all times paid its nonexempt employees correctly and fully complied with all applicable laws. Defendant also denies that the Court would approve this Action as a class action and representative action. Plaintiff and his lawyers think the Settlement is in the best interests of all Settlement Class Members and Aggrieved Employees.

THE SETTLEMENT BENEFITS—WHAT YOU GET

8. What does the Settlement provide?

Under the terms of the Settlement, Defendant agrees to pay a Gross Settlement Amount of \$732,500.00. Deducted from this Gross Settlement Amount will be sums approved by the Court for attorneys’ fees (not to exceed 33 1/3 % of the Gross Settlement Amount), attorneys’ actual costs (not to exceed \$25,000.00), a Service Payment to the Plaintiff as a service/enhancement award for his service to the Settlement Class Members and Aggrieved Employees (not to exceed \$5,000.00), the fees and expenses of the Settlement Administrator,

(estimated not to exceed \$20,000.00), and \$40,000.00 of the Gross Settlement Amount will be allocated to civil penalties to resolve the PAGA claims in the Action. The resulting amount after all of these deductions is called the Net Settlement Amount. The Settlement Administrator will distribute the remaining Net Settlement Amount to Settlement Class Members who do not opt out/exclude themselves ("Participating Class Members") pursuant to the formula described below.

Individual Settlement Payments: The Net Settlement Amount will be distributed to Participating Class Members as follows:

Individual Settlement Payments will be calculated and apportioned from the Net Settlement Amount based on the number of work weeks a Participating Class Member worked between September 20, 2017, to [XXXXX]. Specifically, to determine each Settlement Class Member's estimated Individual Settlement Payment, the Net Settlement Amount will be divided by the aggregate total number of Work Weeks Worked by all Settlement Class Members during the Class Period, resulting in the "Class Work Week Value." Each Settlement Class Member's Individual Settlement Payment will be calculated by multiplying his or her total number of Work Weeks Worked during the Class Period by the Class Work Week Value.

The entire Net Settlement Amount will be disbursed to all Participating Class Members. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionally increase the Individual Settlement Payment for each Participating Class Member according to the number of Work Weeks Worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Amount.

The Individual Settlement Payments will be paid to the Settlement Class Members by way of check. 33 1/3% of the Individual Settlement Payments paid to each Participating Class Member shall be reported on an IRS Form W-2 as alleged unpaid wages subject to all applicable tax withholdings. 66 2/3% of the Individual Settlement Payments paid to each Participating Class Member shall be reported on an IRS Form 1099 as alleged non-wage penalties and interest not subject to payroll tax withholdings. Each Participating Class Member will be responsible for correctly characterizing the compensation for tax purposes and for payment of any taxes on any amount received. Defendant will be responsible for paying its share of employer-side payroll taxes.

Individual PAGA Payments. As described above, \$40,000.00 of the Gross Settlement Amount is allocated to civil penalties to resolve the PAGA claims in this Action (and it is not part of the Net Settlement Amount). Of that \$30,000.00, (75 percent) shall be paid to the LWDA per California law and as required by PAGA. The remaining 25 percent, which is \$10,000.00 (the "PAGA Payment"), will be paid to the Aggrieved Employees as individual PAGA Payments, which will be calculated and apportioned from the \$10,000.00 as follows:

The Settlement Administrator will determine the total number of Pay Periods in which each Aggrieved Employee worked during the PAGA Settlement Period, i.e. September 18, 2020 to the [XXX] ("Aggrieved Employee's Pay Periods Worked"), as well as the aggregate number of Pay Periods during the PAGA Period ("Total PAGA Pay Periods"). To determine each Aggrieved Employee's Individual PAGA Payment, the Settlement Administrator will use the following formula: Aggrieved Employee's Individual PAGA Payment = (Aggrieved Employee's Pay Period Worked / Total PAGA Pay Periods) x \$10,000.00 (the PAGA Payment). This amount is to be paid out to Aggrieved Employees by way of check without withholding or deduction.

The settlement payment for a Participating Class Member who is also an Aggrieved Employee will therefore include the Individual Settlement Payment and Individual PAGA Payment. A Settlement Class Member who is also an Aggrieved Employee who submits a valid Request for Exclusion from the Settlement Class will nevertheless be bound by any release of the Released PAGA Claims and will still receive their Individual PAGA Payment.

9. What is my Settlement Payment?

Your estimated minimum settlement payment is [Estimated Payment]. We have calculated your number of Work Weeks Worked as [] between September 20, 2017 and [XXX] and/or the number of Pay Periods Worked as [] between September 20, 2020 and [XXX]. To the extent you dispute the number of Work Weeks Worked or Pay Periods Worked, you must make your dispute ("Work Week Dispute" and/or "Pay Periods Dispute") in writing and send it to the Settlement Administrator via mail. Your Work Week

Dispute and/or Pay Period Dispute must be postmarked no later than **[60 days from date of mailing]** (the "Response Deadline") to:

[Settlement Administrator Address]

You can use Workweek Dispute Form provided herewith to submit your disputes. You can also write your dispute, which must contain: (a) your full name, (b) signature, (c) address, (d) telephone number, (e) date of birth, (f) the last four digits of your Social Security number; and (g) any evidence supporting your contention. Defendant's records will be presumed correct unless you prove otherwise by reliable evidence. If there is reliable evidence that the Work Weeks Worked or Pay Periods Worked need to be corrected and Plaintiff's counsel and Defendant's counsel cannot agree on the actual number, the Settlement Administrator will resolve and decide all Disputes, and the Settlement Administrator's decisions will be final and non-appealable. The Settlement will become final on the Effective Date.

UNDER CALIFORNIA LAW, THERE IS NO STATUTORY RIGHT FOR ANY AGGRIEVED EMPLOYEE TO OBJECT TO, OPT OUT OF, OR OTHERWISE EXCLUDE HIMSELF OR HERSELF FROM THE SETTLEMENT OF THE PAGA CLAIMS. ACCORDINGLY, ANY TIMELY OBJECTION OR EXCLUSION FROM THE SETTLEMENT SUBMITTED BY YOU SHALL BE CONSTRUED AS RELATING ONLY TO THE PUTATIVE CLASS ACTION CLAIMS AND SHALL HAVE NO EFFECT WHATSOEVER ON THE SETTLEMENT OF THE PAGA CLAIMS.

Once the Settlement becomes final, Defendant will have 30 calendar days to deposit the settlement funds into a bank account. Within 21 calendar days after Defendant deposits the funds, the Individual Settlement Payments to Participating Class Members will be made and the Individual PAGA Payments to the Aggrieved Employees will be made, in addition to any Service Payment to the Class Representative, the LWDA Payment, any payment to Class Counsel for their awarded attorneys' fees and expenses, and the Settlement Administrator will pay itself the Settlement Administration Costs.

10. What am I giving up in exchange for the settlement benefits?

In exchange for the settlement payment, each member of the Settlement Class who does not submit a valid Request for Exclusion (defined in response to Question 12 below), *i.e.*, Participating Class Members, for themselves and for their respective spouses, domestic partners, children, estates, heirs, trusts, and representatives, will forever completely release and discharge the Released Parties from the Released Class Claims that have or could have arisen or accrued during the Class Period. The "Released Parties" means Defendant and each of its divisions, subsidiaries, partnerships, parents, affiliated companies, trusts, or other related entities, past and present, and each of them, as well as each of their directors, officers, shareholders, partners, members, representatives, executors, trustees, fiduciaries, administrators, beneficiaries, assignees, successors, business managers, agents, contractors, insurers, attorneys, and employees, past and present, and each of them and their marital community. "Released Class Claims" or "Class Claims" means any and all wage-related claims that were alleged in the operative complaint or reasonably could have been alleged in the operative complaint, and letters sent to the Labor and Workforce Development Agency arising during the Settlement Period against Defendant, including the following claims: state wage and hour claims for any and all violations of California's Labor Code and Unfair Competition Law based on Defendant's alleged failure to pay wages for all hours worked (including minimum wages, straight time wages, and overtime wages), failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay all wages due at each pay period and at the time of termination, failure to furnish accurate and itemized wage statements, failure to maintain accurate records, failure to indemnify necessary business expenses, and violation of the California Business and Professions Code Section 17200.

In exchange for the PAGA Payment, the Aggrieved Employees, for themselves and for their respective spouses, domestic partners, children, estates, heirs, trusts, and representatives, will forever completely release and discharge the Released Parties (as defined above) from the Released PAGA Claims that have or could have arisen or accrued during the PAGA Period. "Released PAGA Claims" means any and all claims for civil penalties under PAGA asserted in the operative complaint or could have been reasonably asserted in the operative complaint and letters sent to the Labor and Workforce Development Agency by Plaintiff during the PAGA Settlement Period arising during the PAGA Settlement Period against Defendant, and from all other claims for civil penalties arising from, related to, or otherwise connected with the underlying factual allegations

contained in the Amended Complaint, that Plaintiff, on behalf of himself, the LWDA and the Aggrieved Employees.

HOW TO GET A SETTLEMENT PAYMENT

11. How do I get a settlement payment?

Subject to the Court's final approval of the terms of the Settlement, you will automatically be sent a settlement payment at the address where this Notice was mailed in exchange for which you will be deemed to have released the Released Parties for any of the Released Class Claims and Released PAGA Claims (as defined in Section 10 above).

12. When will I get my check?

Checks will be mailed to Participating Class Members and Aggrieved Employees eligible to receive benefits under the Settlement after the Court grants "final approval" of the Settlement. Please also be advised that you will only have 180 days from the date that the checks are issued to cash them. If you do not cash your check within 180 days of the date of its issuance, your Individual Settlement Payment and/or PAGA Payment shall be voided. The funds from all checks that are not cashed within 180 days will be transmitted a *cy pres* recipient. **Please note that in the event that you do not cash your Individual Settlement Payment or PAGA Payment check(s), you shall nevertheless remain bound by all of the terms of the Settlement.**

EXCLUDING YOURSELF FROM THE SETTLEMENT

13. How do I ask the Court to exclude me from the Settlement Class?

If you do not wish to participate in the Settlement as a Participating Class Member, you must send a written Request for Exclusion to the Settlement Administrator to "opt out" of the Settlement regarding Class Claims. Settlement Class Members may request to be excluded by submitting a "Request for Exclusion" to the Settlement Administrator, postmarked on or before the Notice Response Deadline, **which is 60 days from the date of mailing of this Notice.** The Request for Exclusion should state the following (or it must include a statement to that effect):

"I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE LUX BUS LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THE CLASS CLAIMS IN THIS LAWSUIT."

To be valid, any Request for Exclusion must include your (a) full name, (b) address, (c) telephone number, (d) last four digits of your social security number, (e) date of birth, and (f) your signature. The Request for Exclusion must be returned by mail to the Settlement Administrator at this address:

[Settlement Administrator Address]

The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. A Class Member who does not request exclusion from the Settlement will be deemed a "Participating Class Member" and will be bound by all terms of the Settlement if the Settlement is granted final approval by the Court.

14. If I exclude myself, can I get anything from the settlement?

Any Settlement Class Member who timely requests exclusion in compliance with the above requirements: (i) will not have the right to object, appeal, or comment on the Settlement; (ii) will not be entitled to receive any payments under this Settlement regarding the Class Claims; and (iii) will not be bound by this Settlement, or the judgment, with respect to the Released Class Claims.

Any Aggrieved Employee who requests timely exclusion from the Settlement of the Class Claims will still be subject to the Released PAGA Claims and shall be sent his or her individual share of PAGA Penalties.

OBJECTING TO THE SETTLEMENT

15. How do I object to the Settlement?

Settlement Class Members may object to the terms of this Settlement by informing the Settlement Administrator, in writing, of his or her objection, which must be postmarked by the Notice Response Deadline (60 days from date of the mailing of this Notice) at the address set forth in this Notice below. Your objection must include your (a) full name, (b) address, (c) telephone number, (d) dates of employment with Defendant, (e) the case name and number (f) the basis for the objection, including any legal support and each specific reason in support of the objection, as well as any documentation or evidence in support thereof, and (g) if you are represented by counsel, the name and address of your counsel. Any objections received by the Settlement Administrator will be provided to Class Counsel and Defendant's Counsel within three (3) days of receipt. Any Participating Class Member who files an objection remains eligible to receive monetary compensation from the Settlement for the Class Claims to which they are objecting.

Objections should be sent to:

[Settlement Administrator Address]

Any Settlement Class Member who desires to object to the Settlement of the Class Claims but fails to timely submit a written objection may still object and/or comment on the Settlement in person and/or through counsel at the Final Approval Hearing.

16. What's the difference between objecting and asking to be excluded?

Objecting is simply telling the Court you do not like something about the Settlement of the Class Claims. Excluding yourself is telling the Court that you do not want to be a Participating Class Member. By submitting an objection to the Class Claims you are not excluding yourself from the Settlement; you will remain eligible to receive monetary compensation from the Settlement and be bound by the Settlement if the Court grants final approval. Please note that you cannot both object to the Settlement of the Class Claims and exclude yourself from the Settlement of the Class Claims. If you attempt to both object to the Settlement of the Class Claims and exclude yourself from the Settlement of the Class Claims, the Court will move forward with only the exclusion request and will disregard the objection. You can only choose one of those options, or you can choose to do nothing if you have no objections and just want to get a payment.

IF YOU DO NOTHING

17. What happens if I do nothing at all?

If you do nothing, you will automatically receive a payment from this Settlement as described above and you will be bound by the release of claims, subject to the Court's final approval of the terms of the Settlement.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement. If you have not asked to exclude yourself from the Settlement, you may attend and you may ask to speak, but there is no obligation to attend or speak.

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

The Court will hold a Final Approval/Settlement Fairness Hearing on [insert time/date] in Department CX104 in the Complex building at the Superior Court of California for the County of Orange [insert address]. The hearing may be moved to a different date and/or time without additional notice. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will also decide how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

If the Court grants Final Approval of the Settlement, the Order granting Final Approval and entering a Judgment will be posted on a website created by the Settlement Administrator for this case for a period of three (3) years after entry of judgment. That website is: <<website>>.

19. Do I have to come to the hearing?

No. Class Counsel and Defendant's counsel will answer any questions the judge may have. You are, however, welcome to come at your own expense. If you send an objection to the Settlement Administrator, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay (at your own expense) your own lawyer to attend, but it is not required.

If you want to appear at the Final Approval Hearing in person, please note that face coverings/masks and social distancing may be mandatory to enter California County courthouses depending on COVID-19 rules at the time of the hearing.

20. May I speak at the hearing?

If a Participating Class Member wishes to appear at the Final Approval Hearing and orally present his or her objection to the Court, the Court will determine whether and for how long any Participating Class Member may be received or considered by the Court at the Final Approval Hearing, regardless of whether a written notice of objection is filed or delivered to the Parties.

GETTING MORE INFORMATION

21. How do I get more information?

This Notice is only a summary of the Action and the Settlement. Class Members and Aggrieved Employees should contact Class Counsel and/or the Settlement Administrator at the below-listed contact information with any concerns or questions regarding the Settlement. You may also refer to the pleadings, the **JOINT STIPULATION FOR SETTLEMENT and AMENDMENT TO THE JOINT STIPULATION FOR SETTLEMENT** attached to the declarations of Kane Moon in Support of Plaintiff's Motion for Preliminary Approval (ROA 82 and XX), and other papers filed in the Action, which may be inspected at any time during regular business hours at the Office of the Clerk for the Superior Court of California for the County of Orange, [insert address]. Additionally, documents pertaining to this Action may be accessed online at the Superior Court of California for the County of Orange webpage by visiting <https://www.occourts.org/online-services/case-access> Once you're on the page, scroll below and click on "Access Now" on the right side of your screen and right across "Civil Case & Documents Access." Once on the following page, you can search for the Action by inserting case number 30-2021-01222521-CU-OE-CXC and then click "Search."

In the event of a conflict between the terms of this notice and the Settlement, the terms of the Settlement will govern.

All inquiries by Class Members regarding this Notice and/or the Settlement should be directed to the Settlement Administrator or Class Counsel at the addresses set forth below.

Class Counsel

KANE MOON, ESQ.

kmoon@moonlawgroup.com

LILIT TER-ASTVATSATRYAN, ESQ.

lilit@moonlawgroup.com

MOON LAW GROUP, PC

1055 W. Seventh Street, Suite 1880

Los Angeles, CA 90017

Telephone: (213) 232-3128

Facsimile: (213) 232-3125

Settlement Administrator

**ADD ADDRESS AND CONTACT
INFORMATION**

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE OR DEFENSE
COUNSEL WITH ANY QUESTIONS.**

EXHIBIT C

CLASS WORKWEEK DISPUTE FORM

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

Arthur Laws v. Lux Bus America Co.
CASE NO. 30-2021-01222521-CU-OE-CXC

Indicate Name/Address Changes, if any:

<<Name>>
<<Address>>
<<City>>, <<State>> <<Zip Code>>
XX - XX -

INSTRUCTIONS

IF YOU WERE EMPLOYED BY LUX BUS AMERICA CO. ("LUX BUS") IN CALIFORNIA AS AN HOURLY-PAID OR NONEXEMPT EMPLOYEE BETWEEN SEPTEMBER 20, 2017, THROUGH [XXX] ("SETTLEMENT PERIOD"), THEN YOU ARE A SETTLEMENT CLASS MEMBER.

The amount of your estimated Individual Settlement Payment is based upon the Eligible Workweeks you worked for Lux Bus in California from September 20, 2017, through [XXX].

"Eligible Workweeks" are calculated as the number of days between a Class Member's start date and end date working as an hourly-paid or non-exempt employee for Defendant during the Settlement Period, divided by seven. Where a Class Member has worked multiple eligible stints or tenures during the Settlement Period, the number of Eligible Workweeks in each eligible stint will be added together to produce a total number of Eligible Workweeks for that Class Member. The number of Eligible Workweeks applicable to your claim is set forth in Section I below. If you believe that the number of workweeks stated is incorrect, you may dispute the number of workweeks by submitting this completed Workweek Dispute Form with supporting documents on or before [60 days after initial mailing]. **If you believe that the number of workweeks stated below is correct, you do not have to do anything.**

If you have moved or may move in the future, you must immediately send your new address to the Settlement Administrator at the address listed above; otherwise, your individual settlement payment may not reach you. It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your settlement payment.

I. YOUR COMPENSABLE WORKWEEKS

You worked as an hourly-paid or non-exempt employee for Lux Bus in California between September 20, 2017, through [60 days after initial mailing], which qualifies you as a Settlement Class Member, and your total number of Eligible Workweeks in this position are: **<<NUMBER OF WORKWEEKS>>**

II. YOUR ESTIMATED INDIVIDUAL SETTLEMENT PAYMENT

Based upon the number of workweeks stated above, your estimated pre-tax Individual Settlement Payment is <<INSERT>>.

III. YOUR COMPENSABLE PAGA PAY PERIODS

You worked as an hourly-paid or non-exempt employee for Lux Bus in California between September 18, 2020, through _____, which qualifies you as a PAGA Employee, and your total number of Eligible Pay Periods in this position are: <<NUMBER OF PAY PERIODS>>.

IV. YOUR ESTIMATED INDIVIDUAL PAGA SETTLEMENT PAYMENT

Based upon the number of pay periods stated above, your estimated Individual PAGA Settlement Payment is <<INSERT>>.

V. CHALLENGE TO WORKWEEKS OR PAY PERIODS

If you wish to dispute the Eligible Workweeks or Pay Periods data listed, you must postmark your dispute and provide all supporting information and/or documentation to the Settlement Administrator by <<NOTICE PERIOD DEADLINE>>.

Check the box below ONLY if you wish to dispute the data listed in Section I:

☐ I wish to dispute the number of Eligible Workweeks listed in Section I. I believe the correct amount of my workweeks is _____. I have also included information and/or documentary evidence that support my dispute. I understand that, by submitting this dispute, I hereby authorize the Settlement Administrator to review Lux Bus's records and make a determination as to the validity of my dispute based upon Lux Bus's records as well as the records and information that I submit to the Settlement Administrator.

☐ I wish to dispute the number of Eligible Pay Periods listed in Section III. I believe the correct amount of my pay periods is _____. I have also included information and/or documentary evidence that support my dispute. I understand that, by submitting this dispute, I hereby authorize the Settlement Administrator to review Lux Bus's records and make a determination as to the validity of my dispute based upon Lux Bus's records as well as the records and information that I submit to the Settlement Administrator.

I declare under penalty of perjury under the laws of the State of California and the United States of America that the information I provided in this Workweek Dispute Form is true and correct.

Dated: _____

Signature: _____

Print or Type Name: _____

MAIL TO:

LAWS v. LUX BUS CO. CLASS ACTION SETTLEMENT

c/o

**[Insert]
address**

**IF YOU ARE CONTESTING THE AMOUNT OF YOUR ELIGIBLE WORKWEEKS, YOU MUST
SIGN, POSTMARK, AND RETURN THIS FORM TO THE SETTLEMENT ADMINISTRATOR ON
OR BEFORE «OPT-OUT DEADLINE».**

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not
a party to the within suit; my business address is 1055 W. 7th Street, Suite 1880, Los Angeles, CA 90017.

4 On the date indicated below, I served the document described as: **NOTICE OF ENTRY OF**
5 **ORDER** on the interested parties in this action by sending [] the original [or] [✓] a true copy thereof
[✓] to interested parties as follows [or] [] as stated on the attached service list:

6 Jacqueline Beaumont
7 Carrie Daly
8 **CALL & JENSEN**
9 610 Newport Center Drive, Suite 700
10 Newport Beach, CA 92660
11 Tel: (949) 717-3000
Fax: (949) 717-3100
jbeaumont@calljensen.com
cdaly@calljensen.com
(Served via U.S. Mail and E-Mail)

Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
(Served via Labor and Workforce Development
Agency access portal)

12 Attorneys for Defendant Lux Bus America Co.

13 [✓] **BY U.S. MAIL:** I deposited such envelope in the mail at Los Angeles, California. The
14 envelope was mailed with postage thereon fully prepaid. I am “readily familiar” with the
15 firm’s practice of collection and processing correspondence for mailing. Under that practice
16 it would be deposited with U.S. postal service on that same day with postage thereon fully
17 prepaid at Los Angeles, California in the ordinary course of business. I am aware that on
motion of the party served, service is presumed invalid if postal cancellation date or postage
meter date is more than one day after date of deposit for mailing in affidavit.

18 [✓] **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California,
19 by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-
20 mail of record in this action.

21 [✓] **BY LABOR AND WORKFORCE DEVELOPMENT AGENCY ACCESS:** By uploading
22 a true copy of the foregoing document(s) to the Labor and Workforce Development Agency
23 access portal.

24 I declare under penalty of perjury under the laws of the State of California that the foregoing is
25 true and correct. Executed this **March 7, 2024** at Los Angeles, California.

26
27
28

Karen Castillo
Type or Print Name


Signature