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himself and all others similarly situated

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Attorneys for Defendant WWL VEHICLE SERVICES AMERICAS, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF VENTURA

DOUG J. MCINTOSH, an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

WWL VEHICLE SERVICES AMERICAS
INC., a California corporation; and DOES 1
through 100, inclusive,

Defendants.

CASE NOS.: 56-2022-00562544-CU-OE-
VTA and 56-2022-00565049-CU-OE-VTA

[Assigned for all purposes to the Hon.
Benjamin Coats in Dept. 43]

CLASS AND PAGA ACTION

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

Action Filed: February 1, 2022
Trial Date: None set

1 This Joint Stipulation re: Class Action and Representative Action Settlement
2 (“Settlement” or “Agreement” or “Settlement Agreement”) is made by and between plaintiff
3 DOUG J. MCINTOSH (“Plaintiff”) individually, on behalf of the Settlement Class and as a
4 representative of the State of California, on the one hand; and defendant WWL VEHICLE
5 SERVICES AMERICAS, INC. (“Defendant”), on the other hand, in the lawsuits entitled *Doug*
6 *J. McIntosh v. WWL Vehicle Services Americas, Inc.* filed in Ventura County Superior Court,
7 Case No. 56-2022-00562544-CU-OE-VTA (the “Class Action”) and *Doug J. McIntosh v.*
8 *WWL Vehicle Services Americas, Inc.* filed in Ventura County Superior Court, Case No. 56-
9 2022-00565049-CU-OE-VTA (the “PAGA Action”, and collectively the “Actions”). Plaintiff
10 and Defendant shall be collectively referred to as the “Parties.” This Agreement is intended by
11 the Parties to resolve all claims in the Actions fully, finally, and forever as set forth herein,
12 based upon and subject to the terms and conditions of this Agreement.

13 **1. DEFINITIONS**

14 1.1 “**Actions**” means *Doug J. McIntosh v. WWL Vehicle Services Americas, Inc.*
15 filed in Ventura County Superior Court, Case No. 56-2022-00562544-CU-OE-VTA, and *Doug*
16 *J. McIntosh v. WWL Vehicle Services Americas, Inc.* filed in Ventura County Superior Court,
17 Case No. 56-2022-00565049-CU-OE-VTA.

18 1.2 “**Class Counsel**” means: David D. Bibiyan, Jeffrey D. Klein, and Vedang J.
19 Patel of Bibiyan Law Group, P.C.

20 1.3 “**Class Period**” means the period from February 1, 2018, through Preliminary
21 Approval.

22 1.4 “**Class Notice**” means the document provided to Settlement Class Members to
23 notify them of the settlement, a copy of which is attached hereto as **Exhibit A**.

24 1.5 “**Class Representative’s General Release**” means the broader release of claims
25 by Plaintiff, which is in addition to Plaintiff’s release of claims as a Participating Class Member
26 and a PAGA Member.
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1 1.6 **“Court”** means the Superior Court of the State of California for the County of
2 Ventura.

3 1.7 **“Final Approval Date”** means the date on which the Court enters the Order of
4 Final Approval.

5 1.8 **“Defendant”** means WWL Vehicle Services Americas, Inc.

6 1.9 **“Effective Date”** means the date on which an order and Judgment on the
7 Settlement becomes final. For purposes of this Settlement, the final judgment “becomes final”
8 only after the Court grants the motion for final approval of the settlement and upon the latter of
9 (i) the period for filing any appeal, writ, or other appellate proceeding challenging or opposing
10 the Settlement (i.e., 60 days following entry of judgment) has elapsed without any appeal, writ,
11 or other appellate proceeding having been filed; (ii) any appeal, writ or other appellate
12 proceeding challenging or opposing the Settlement has been dismissed finally and conclusively
13 with no right to pursue further remedies or relief; or (iii) any appeal, writ or other appellate
14 proceeding has upheld the Court’s final order with no right to pursue further remedies or relief.
15 In this regard, it is the intention of the Parties that the Settlement shall not become effective,
16 and Defendant will not be obligated to fund this Settlement, until the Court’s order approving
17 the Settlement is completely final, and there is no further recourse by an appellant, objector, or
18 intervenor who seeks to contest the Settlement.

19 1.10 **“Eligible PAGA Pay Periods”** means the number of pay periods that a PAGA
20 Member worked for Defendant in a non-exempt, hourly position during the PAGA Period in
21 California.

22 1.11 **“Eligible Workweeks”** means the number of weeks that a Settlement Class
23 Member worked for the Defendant in a non-exempt, hourly position during the Class Period in
24 California based on Defendant’s records reflecting workweeks worked.

25 1.12 **“Employer-side Taxes”** means employer-funded taxes and contributions
26 imposed on the wage portions of the Individual Settlement Payments under the Federal
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Insurance Contributions Act, the Federal Unemployment Tax Act, and any similar state and federal taxes and contributions required of employers, such as for unemployment insurance.

1.13 **“Gross Settlement Amount”** means a non-reversionary fund in the sum of Three Million Dollars and Zero Cents (\$3,000,000.00), which shall be paid by Defendant, from which all payments for the Individual Settlement Payments to Participating Class Members, the Court-approved amounts for attorneys’ fees and reimbursement of litigation costs and expenses to Class Counsel, Settlement Administration Costs, the Service Award, and the PAGA Payment shall be paid. It expressly excludes Employer-side Taxes, which shall be paid by Defendant separate, apart, and in addition to the Gross Settlement Amount.

1.14 **“Individual PAGA Payment”** means a payment made to a PAGA Member for his or her *pro rata* share of the 25% of the PAGA Payment to be distributed to the PAGA Members in accordance with the requirements of Labor Code section 2699 *et seq.*, which may be in addition to his or her Individual Settlement Payment if he or she is also a Participating Class Member.

1.15 **“Individual Settlement Payment”** means a payment to a Participating Class Member of his or her *pro rata* share of the Net Settlement Amount.

1.16 **“LWDA Payment”** means the payment to the State of California Labor and Workforce Development Agency (“LWDA”) for its seventy-five percent (75%) share of the PAGA Payment.

1.17 **“Net Settlement Amount”** means the portion of the Gross Settlement Amount to be distributed to the Participating Class Members after deductions for the Court-approved allocations for Settlement Administration Costs, a Service Award to Plaintiff, an award of attorneys’ fees, reimbursement of litigation costs and expenses to Class Counsel, and the PAGA Payment.

1.18 **“Operative Complaint”** means the First Amended Complaint to be filed in the Class Action.

1 1.19 **“PAGA Members”** means California non-exempt, hourly-paid employees who
2 worked for Defendant during the PAGA Period.

3 1.20 **“PAGA Payment”** means the payment in settlement of all claims for PAGA
4 penalties, 75% of which will be distributed as the LWDA Payment and 25% of which will be
5 distributed as Individual PAGA Payments to the PAGA Members.

6 1.21 **“PAGA Period”** means the period from January 25, 2021, through the end of
7 the Class Period.

8 1.22 **“Participating Class Members”** means all Settlement Class Members who do
9 not submit a timely and valid Request for Exclusion.

10 1.23 **“Plaintiff”** or **“Class Representative”** shall refer to Plaintiff Doug J. McIntosh.

11 1.24 **“Preliminary Approval Date”** means the date on which the Court enters an
12 Order granting preliminary approval of the Settlement.

13 1.25 **“Released Parties”** shall mean Defendant and each of its past, present, and
14 future subsidiaries, dba’s, affiliates, parents, insurers and reinsurers, and company-sponsored
15 employee benefit plans of any nature and their successors and predecessors in interest,
16 including all of their officers, directors, shareholders, exempt employees, agents, principals,
17 heirs, representatives, accountants, auditors, consultants, attorneys, administrators, fiduciaries,
18 trustees, and agents.

19 1.26 **“Response Deadline”** means the deadline for Settlement Class Members to mail
20 any Requests for Exclusion, Objections, or Workweek or Pay Period Disputes to the Settlement
21 Administrator, which is forty-five (45) calendar days from the date that the Class Notice is first
22 mailed in English and Spanish by the Settlement Administrator, unless a Class Member’s
23 notice is re-mailed. In such an instance, the Response Deadline shall be fifteen (15) calendar
24 days from the re-mailing, or fifty-five (45) calendar days from the date of the initial mailing,
25 whichever is later, in which to postmark a Request for Exclusion, Workweek or Pay Period
26 Dispute or Objection. The date of the postmark shall be the exclusive means for determining
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whether a Request for Exclusion, Objection, or Workweek or PAGA Pay Period Dispute was submitted by the Response Deadline.

1.27 “**Request for Exclusion**” means a written request to be excluded from the Settlement Class pursuant to Paragraph 4.5 below.

1.28 “**Service Award**” means monetary amounts to be paid to the Class Representative from the Gross Settlement Amount in recognition of the Class Representative’s efforts in coming forward as Class Representative and as consideration for the Class Representative’s Released Claims.

1.29 “**Settlement Administration Costs**” means all costs payable to the Settlement Administrator in administration of the Settlement in accordance with the Settlement Administrator’s responsibilities outlined in this Stipulation.

1.30 “**Settlement Administrator**” means Phoenix Class Action Administration Solutions, who shall be responsible for the administration of the Settlement, distribution of any amounts owed under this Settlement, and matters necessarily related thereto, pursuant to the terms of this Settlement, and subject to appointment by the Court.

1.31 “**Settlement Class**” or “**Settlement Class Members**,” means all current and former non-exempt, hourly-paid employees who worked in California for Defendant at any time during the Class Period.

2. **BACKGROUND**

2.1 On January 25, 2022, Plaintiff filed with the LWDA and served on Defendant a notice under Labor Code section 2699.3 stating Plaintiff intended to serve as a proxy of the LWDA to recover civil penalties on behalf of PAGA Members for various Labor Code violations (“PAGA Notice”).

2.2 On February 1, 2022, Plaintiff filed the Class Action, a putative wage-and-hour class action alleging failure to pay overtime and minimum wages, failure to provide meal periods or compensation in lieu thereof, failure to provide rest periods or compensation in lieu thereof, failure to pay wages due upon separation from employment, failure to provide accurate

1 wage statements, and unfair competition. On April 20, 2022, Plaintiff filed the PAGA Action,
2 a separate representative action in Ventura County Superior Court, Case No. 56-2022-
3 00565049-CU-OE-VTA, seeking PAGA civil penalties on behalf of himself and all others
4 aggrieved.

5 2.3 Shortly thereafter, the Parties agreed to exchange informal discovery and attend
6 an early mediation, for which Defendant provided Plaintiff with, among other things: (1) time
7 records for 25% of the estimated 870 Class Members; (2) payroll records for 25% of the 870
8 Class Members; (3) data points, including average rates of pay, the number of workweeks
9 worked in the Class Period through mediation, the number of terminated/separated Class
10 Members, the number of PAGA Members, and number of pay periods in the PAGA Period
11 through mediation; (4) collective bargaining agreements; (5) employee handbooks and relevant
12 policies; and (6) a partial class contact list.

13 2.4 On January 20, 2023, the Parties participated in a full-day mediation Tripper
14 Ortman, Esquire, a well-regarded mediator experienced in mediating complex labor and
15 employment matters. With the aid of the mediator's evaluation, the Parties reached the
16 Settlement to resolve the Actions.

17 2.5 Class Counsel has conducted significant investigation of the law and facts
18 relating to the claims asserted in the Class Action, PAGA Action, and the PAGA Notice, and
19 have concluded that that the Settlement set forth herein is fair, reasonable, adequate, and in the
20 best interests of the Settlement Class, taking into account the sharply contested issues involved,
21 the expense and time necessary to litigate the Action through trial and any appeals, the risks
22 and costs of further litigation of the Action, the risk of an adverse outcome, the uncertainties of
23 complex litigation, the information learned through informal discovery regarding Plaintiff's
24 allegations, and the substantial benefits to be received by Settlement Class Members.

25 2.6 Defendant and the Released Parties specifically and generally deny any and all
26 liability or wrongdoing of any sort with regard to the claims alleged, make no concessions or
27 admissions of liability of any sort, and contend that for any purpose other than Settlement, the
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1 Action is not appropriate for class or representative action treatment. Nonetheless, Defendant
2 has concluded that further conduct of the Action would be protracted, distracting, and
3 expensive, and that it is desirable that the Action be fully and finally settled in the manner and
4 upon the terms and conditions set forth in this Stipulation. Defendant has also taken into
5 account the uncertainty and risks inherent in any litigation. Defendant has therefore determined
6 that it is desirable and beneficial to it to settle the Action in the manner and upon the terms and
7 conditions set forth in this Stipulation.

8 2.7 Neither this Stipulation of Settlement, nor any document referred to in it, nor
9 any actions taken pursuant to this Stipulation of Settlement, is or should be construed as an
10 admission by Defendant of any fault, wrongdoing, or liability whatsoever. Nor should the
11 Stipulation of Settlement be construed as an admission that Plaintiff could meet any of the class
12 action requirements or that any PAGA claim would be manageable. There has been no final
13 determination by any court as to the merits of the claims asserted by Plaintiff against
14 Defendant, as to whether a class action should be certified, or that any PAGA claim is
15 manageable.

16 2.8 This Agreement is intended to and does effectuate the full, final, and complete
17 resolution of all Class Released Claims of Plaintiff and Participating Class Members, and all
18 PAGA Released Claims of Plaintiffs, the PAGA Members and the State of California.

19 3. SETTLEMENT TERMS

20 3.1 **Gross Settlement Amount.** Defendant shall pay a non-reversionary amount of
21 Three Million Dollars and Zero Cents (\$3,000,000.00), unless increased pursuant to paragraph
22 3.2 below, as the Gross Settlement Amount to resolve the Action on a class and representative
23 basis. The Gross Settlement Amount shall be used to pay, as approved by the Court, Class
24 Counsel's attorneys' fees and costs, Service Award to the Class Representative, Settlement
25 Administration Costs; the PAGA Payment to the LWDA and the PAGA Members, and the
26 Individual Settlement Payments to the Participating Class Members. Notwithstanding the
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1 foregoing, in addition to the Gross Settlement Amount, Defendant will pay the Employer-side
2 Taxes on the portion of each Individual Settlement Payment allocated as unpaid wages.

3 **3.2 Escalation of Gross Settlement Amount or Truncation of Class Settlement**

4 **Period.** The Parties negotiated the Settlement at mediation based on an estimated 91,340
5 workweeks for the Settlement Class Members through the date of the mediation. If the actual
6 number of Eligible Workweeks worked by Participating Class Members during the Class
7 Period exceeds 91,340 workweeks by ten percent (10%), meaning that the actual Eligible
8 Workweeks worked by Participating Class Members during the Class Period is greater than
9 100,474 Eligible Workweeks, then Defendant shall have the option, in their sole discretion, to
10 either (i) establish the end date of the Class Period as of the date when the 100,474th Eligible
11 Workweek is achieved, which shall end the Class Period, or (ii) increase the Gross Settlement
12 Amount by a pro-rata dollar value equal to the number of Eligible Workweeks in excess of
13 100,474 Eligible workweeks (i.e., if the Eligible Workweeks during the Class Period are
14 101,388, which is 11% greater than 91,340, then the Gross Settlement Amount increases by 1%
15 to \$3,030,000).

16 **3.3 Conditional Class Certification.** The Parties stipulate to the certification of the
17 Settlement Class under this Agreement for purposes of settlement only. If, for any reason, the
18 Court does not approve this Agreement, fails to enter judgment consistent with this Agreement,
19 or if this Agreement is terminated for any other reason, the Settlement Class will be decertified
20 and Defendant shall, and hereby does, retain the right to dispute the appropriateness of class
21 certification. Notwithstanding the foregoing, the Parties agree to cooperate and if necessary,
22 amend the agreement to address any Court concerns conditioned upon approval by the Parties.

23 **3.4 Consolidation and Amendment.** The Parties will file a stipulation to
24 consolidate the Class Action and PAGA Action to effectuate the Settlement. Plaintiff will file a
25 consolidated complaint that will also add all allegations and causes of action raised at
26 mediation, in the PAGA Action and in his LWDA letter to the extent they are not already
27 alleged in Plaintiff's prior complaints.

1 **3.5 No admission.** Neither the acceptance nor the performance by Defendant of the
2 terms of this Stipulation, nor any of the related negotiations or proceedings, is or shall be
3 claimed to be, construed as, or deemed to be, an admission by Defendant of the truth of any of
4 the allegations in the Actions, the representative character of the PAGA Action, the validity of
5 any of the claims that were or could have been asserted by Plaintiff, Settlement Class Members
6 and/or PAGA Members in the Actions, or of any liability or guilt of Defendant or the Released
7 Parties in the Actions. Nothing in this Stipulation shall be construed to be or deemed an
8 admission by Defendant of any liability, culpability, negligence, or wrongdoing toward
9 Plaintiff, the Settlement Class Members, PAGA Members or any other person, and Defendant
10 specifically disclaims any liability, culpability, negligence, or wrongdoing toward Plaintiff, the
11 Settlement Class Members, PAGA Members and any other person. Each of the Parties has
12 entered into this Stipulation with the intention to avoid further disputes and litigation with the
13 attendant inconvenience, expenses, and contingencies.

14 **3.6 Releases**

15 **3.6.1 Participating Class Member Release.** Effective on the Effective Date
16 and payment by Defendant to the Settlement Administrator of the full Gross Settlement
17 Amount and Employer-side Taxes necessary to effectuate the Settlement, Plaintiff and all
18 Participating Class Members, for the Class Period, release all claims against the Released
19 Parties asserted in in the Operative Complaint, or any and all claims that may be asserted
20 against the Released Parties based on the factual allegations in the Operative Complaint,
21 including but not limited to causes of action for: (1) failure to pay minimum wages for all
22 hours worked; (2) claims relating to the alleged unlawful rounding of time; (3) claims related to
23 the alleged inaccurate and/or unlawful regular rate of pay calculation; (4) failure to pay
24 overtime compensation; (5) failure to provide meal periods and pay meal period premiums; (6)
25 failure to authorize and permit rest breaks and pay rest period premiums; (7) failure to
26 indemnify necessary business expenses; (8) failure to timely pay all wages during employment
27 and pay final wages upon termination of employment; (10) failure to provide accurate itemized
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wage statements; (11) unfair and unlawful competition based on the Labor Code violations alleged in (1)-(10); and all claims for attorneys' fees and costs based on the foregoing. (the "Class Released Claims").

3.6.2 PAGA Release. As of the date of the Effective Date, and payment by Defendant to the Settlement Administrator of the full Gross Settlement Amount and Employer-side Taxes necessary to effectuate the Settlement, Plaintiff, as representative of the State of California and on behalf of the LWDA and as representative of the PAGA Members, for the PAGA Period, fully and finally releases the Released Parties from all claims for PAGA civil penalties asserted in the PAGA Notice and the Operative Complaint, including claims for civil penalties under PAGA for (1) failure to pay minimum wages for all hours worked; (2) claims relating to the alleged unlawful rounding of time; (3) claims related to the alleged inaccurate and/or unlawful regular rate of pay calculation; (4) failure to pay overtime compensation; (5) failure to provide meal periods and pay meal period premiums; (6) failure to authorize and permit rest breaks and pay rest period premiums; (7) failure to indemnify necessary business expenses; (8) failure to timely pay all wages during employment and pay final wages upon termination of employment; (9) failure to provide accurate itemized wage statements; (10) violations of the notice requirements under 2810.5; (11) failure to provide sick leave; (12) preventing employees from disclosing wages; (13) preventing employees from disclosing who works for Defendant; (14) preventing employees from disclosing information; (15) preventing employees from engaging in lawful conduct during non-work hours; and (16) civil penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 in connection with alleged violations of Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 226, 226.7, 227.3, 232, 232.5, 246, *et seq.*, 432, 510, 512, 1102.5, 1174, 1194, 1197, 1197.5, 1198.5, 2802, and 2810.5, among others (the "PAGA Released Claims"). The Class Released Claims and PAGA Released Claims shall be referred to herein as the "Released Claims".

3.6.3 Class Representative's General Release. Effective only upon the entry of an Order granting Final Approval of the Settlement, entry of Judgment, and payment by

1 Defendant to the Settlement Administrator of the full Gross Settlement Amount and Employer-
2 side Taxes necessary to effectuate the Settlement, in addition to the Released Claims, Plaintiff
3 makes the additional following General Release: Plaintiff releases the Released Parties from
4 any and all claims, obligations, demands, actions, rights, causes of action, and liabilities against
5 the Released Parties, of whatever kind and nature, character, and description, whether in law or
6 equity, whether sounding in tort, contract, federal, state and/or local law, statute, ordinance,
7 regulation, common law, or other source of law or contract, whether known or unknown, and
8 whether anticipated or unanticipated, including all unknown claims covered by California Civil
9 Code Section 1542, by the Class Representative, arising at any time up to and including the
10 date on which the Court enters the Order of Final Approval, for any type of relief, including
11 without limitation claims for wages, premium and other forms of pay, unpaid/unreimbursed
12 costs, penalties (including waiting time penalties), general damages, compensatory damages,
13 liquidated damages, punitive damages, interest, attorneys' fees, litigation and other costs,
14 expenses, restitution, and equitable and declaratory relief. The Class Representative's Released
15 Claims also include, but are not limited to, the Released Claims as well as any other claims
16 under any provision of the Fair Labor Standards Act ("FLSA"), the California Labor Code, any
17 applicable California Industrial Welfare Commission Wage Orders, any city or county Living
18 Wage Ordinances, and claims under state or federal discrimination statutes, including, without
19 limitation, the California Government Code; the Unruh Civil Rights Act, California Civil Code;
20 the California Constitution; the California Business and Professions Code, including but not
21 limited to Sections 17200 *et seq.*; the United States Constitution; the Age Discrimination in
22 Employment Act ("ADEA") and the Older Workers Benefit Protection Act; the Uniformed
23 Services Employment and Reemployment Rights Act, Title VII of the Civil Rights Act of 1964,
24 42 U.S.C. § 2000 *et seq.*; the Civil Rights Act of 1991; the Family and Medical Leave Act, to
25 the extent not prohibited by law; the Americans with Disabilities Act, 42 U.S.C. § 12101 *et*
26 *seq.*; the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 *et seq.*; the
27 Equal Pay Act; the Fair Credit Reporting Act; the Employee Retirement Income Security Act
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1 of 1974; the Worker Adjustment and Retraining Notification Act; the Sarbanes-Oxley Act of
2 2002; the California Family Rights Act; and all of their implementing regulations and
3 interpretive guidelines; any and all claims for monetary recovery and personal or individual
4 relief, except as prohibited by law; and any premiums, penalties, interest, punitive damages,
5 costs, attorneys' fees, injunctive relief, declaratory relief, or accounting based on any of the
6 foregoing claims. For the avoidance of doubt, this is a complete and general release to the
7 maximum extent by law. The Class Representative shall be deemed to have expressly waived
8 and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits she
9 may otherwise have had relating to the Class Representative's Released Claims pursuant to
10 Section 1542 of the California Civil Code, which provides as follows:

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

16 Notwithstanding the foregoing, Class Representative does not waive or release any
17 claim which cannot be waived or released by private agreement or law. Class Representative
18 does not waive or release her worker's compensation claims. Further, nothing in this
19 Stipulation shall prevent Class Representative from filing a charge or complaint with, or from
20 participating in, an investigation or proceeding conducted by the SEC, OSHA, EEOC, DFEH,
21 NLRB or any other federal, state or local agency charges with the enforcement of any
22 employment or other applicable laws. Class Representative, however, understands that by
23 signing this Stipulation, she waives the right to recover any damages or to receive other relief
24 in any claim or suit brought by or through the EEOC, the DFEH or any other state or local
25 deferral agency on her behalf to the fullest extent permitted by law, but expressly excluding any
26 monetary award or other relief available from the SEC/OSHA, including an SEC/OSHA
27 whistleblower award, or other awards or relief that may not lawfully be waived.
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1 **4. SETTLEMENT APPROVAL, NOTICE TO CLASS AND ADMINISTRATION**

2 **4.1 Preliminary Approval.** After full execution of this Agreement, Plaintiff will
3 move for an order granting preliminary approval of the Settlement, approving and directing the
4 mailing of the Class Notice, conditionally certifying the Settlement Class for settlement
5 purposes only, and approving the deadlines proposed by the Parties for the submission of
6 Requests for Exclusion, Eligible Workweek and PAGA Pay Period disputes, and Objections.
7 Plaintiff will provide the motion for preliminary approval to Defendant for its review and
8 approval at least seven days before filing. Pursuant to California Labor Code § 2699(l),
9 concurrently with the filing of the motion for preliminary approval, Plaintiff will provide notice
10 of the proposed Settlement to the LWDA.

11 **4.2 Settlement Administrator.** The Settlement Administrator shall be responsible
12 for preparing (including the preparation of a certified Spanish translation), printing and mailing
13 the Class Notice as directed by the Court; calculating Individual Settlement Payments and
14 Individual PAGA Payments; calculating and withholding all required state and federal taxes
15 owed by the Participating Class Members, PAGA Members, and Defendant; keeping track of
16 Requests for Exclusion and objections; drafting and mailing checks to Participating Class
17 Members and PAGA Members; distributing the Gross Settlement Amount including the
18 Service Award to the Class Representative, the attorneys' fees and costs award to Class
19 Counsel, the PAGA Payment, and Settlement Administration Costs; providing weekly status
20 reports to counsel for the Parties; providing a due diligence declaration for submission to the
21 Court prior to the Final Approval hearing; and for such other tasks as the Parties mutually agree
22 or the Court orders the Settlement Administrator to perform. The Parties each represent they
23 do not have any financial interest in the Settlement Administrator or otherwise have a
24 relationship with the Settlement Administrator that could create a conflict of interest.

25 **4.3 Notice**

26 **4.3.1 Class List.** Within thirty (30) calendar days after service of the
27 Preliminary Approval Order, Defendant shall provide the Settlement Administrator with the
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1 following information with respect to each Settlement Class Member from its personnel and
2 payroll records: (1) name; (2) last known address(es); (3) last known telephone number(s); (4)
3 Social Security Number; ; and (5) Eligible Workweeks and Eligible PAGA Pay Periods; and
4 (6) records sufficient for the Settlement Administrator to derive Eligible Workweeks and
5 Eligible PAGA Pay periods (“Class List”). The Settlement Administrator shall maintain the
6 Class List, and all data contained within the Class List, as private and confidential and shall not
7 disclose such data to any persons or entities, unless otherwise required by law. The
8 information in the Class List is being supplied solely for purposes of the administration of the
9 settlement and cannot be used by the Settlement Administrator or any agent or representative of
10 the Settlement Administrator for any other purpose. The Settlement Administrator shall
11 perform an address search using the United States Postal Service National Change of Address
12 (“NCOA”) database and update the addresses contained on the Class List with the newly-found
13 addresses, if any.

14 **4.3.2 Class Notice Content.** The Class Notice will set forth:

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

4.3.3 Class Notice Distribution. Within fourteen (14) calendar days, or soon thereafter, of receiving the Class List from Defendant, the Settlement Administrator shall mail the Class Notice in English and Spanish to the Settlement Class Members via first-class regular U.S. Mail using the most current mailing address information available.

4.3.4 Returned Class Notices. If a Class Notice from the initial notice mailing is returned as undeliverable, the Settlement Administrator will attempt to obtain a current address for the Settlement Class Member to whom the returned Class Notice had been mailed, within five (5) calendar days of receipt of the returned Class Notice, by: (1) contacting the Settlement Class Member by phone, if possible, and (2) undertaking skip tracing. If the Settlement Administrator is successful in obtaining a new address, it will re-mail the Class Notice to the Settlement Class Member within three (3) business days. Further, any Class Notices that are returned to the Settlement Administrator with a forwarding address before the Response Deadline shall be promptly re-mailed to the forwarding address affixed thereto.

4.3.5 Declaration of Diligence Regarding Class Notice. No later than fourteen (14) calendar days from the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a declaration attesting to the completion of the notice process, including the number of attempts to obtain valid mailing addresses for and re-sending

1 of any returned Class Notices, as well as the identities, number of, and copies of all Requests
2 for Exclusion and Objections received by the Settlement Administrator.

3 **4.3.6 Recordkeeping for Class Notice Distribution.** The Settlement
4 Administrator shall maintain the Class List and digital copies of all the Settlement
5 Administrator's records evidencing the giving of notice to any Settlement Class Member, for at
6 least four (4) years from the Final Approval Date.

7 **4.4 Objections.** Only Participating Class Members may object to the Settlement.
8 Participating Class Members may object in writing or by appearing at the Final Approval
9 Hearing. For a Participating Class Member to object to this Settlement in writing, or any term
10 of it, he or she must do so by mailing a written objection to the Settlement Administrator at the
11 address provided on the Class Notice no later than the Response Deadline. The Settlement
12 Administrator shall email a copy of the written objection forthwith to Class Counsel and
13 Defendant's counsel and attach copies of all written objections to the Declaration it provides
14 Class Counsel, which Class Counsel shall file in support of Plaintiff's Motion for Final
15 Approval. Written objections should set forth in writing: (1) the objector's name; (2) the
16 objector's address; (3) the last four digits of the objector's Social Security Number; (4) the
17 objector's signature; (5) a statement of whether the objector plans to appear at the Final
18 Approval Hearing; and (6) the reason(s) for the objection, along with whatever legal authority,
19 if any, the objector asserts in support of the objection. If a Participating Class Member objects
20 to the Settlement, the Participating Class Member will remain a member of the Settlement
21 Class and if the Court approves this Agreement, will be bound by the terms of the Settlement in
22 the same way and to the same extent as a Settlement Class Member who does not object.
23 Participating Class Members need not object in writing to be heard at the Final Approval
24 Hearing; they may object or comment in person at the hearing at their own expense. Class
25 Counsel and Defendant's Counsel may respond to any objection lodged with the Court up to
26 five (5) court days before the Final Approval Hearing.

1 **4.5 Requesting Exclusion.** Any Settlement Class Member may request exclusion
2 from (*i.e.*, “opt out” of) the class portion of this Settlement by mailing a written request to be
3 excluded from the Settlement (“Request for Exclusion”) to the Settlement Administrator,
4 postmarked on or before the Response Deadline. PAGA Members cannot opt out of the PAGA
5 settlement and even if a Settlement Class Member opts out of the class portion of this
6 Settlement, they will remain bound by the PAGA settlement if the Settlement Class Member is
7 also a PAGA Member. To be valid, a Settlement Class Member’s Request for Exclusion must
8 include: (1) their name; (2) Social Security Number; (3) signature; and (4) a statement that the
9 Settlement Class Member does not wish to participate in the Settlement, such as the following
10 statement: “Please exclude me from the class Settlement in *Doug J. McIntosh v. WWL Vehicle*
11 *Services Americas, Inc.*” The Settlement Administrator shall immediately provide copies of all
12 Requests for Exclusion to Class Counsel and Defendant’s Counsel and shall report the
13 Requests for Exclusions that it receives to the Court in its declaration to be provided in advance
14 of the Final Approval Hearing. Any Settlement Class Member who requests exclusion using
15 this procedure will not be entitled to receive any Individual Settlement Payment and will not be
16 bound by the Class Released Claims or have any right to object to, appeal, or comment on the
17 Settlement. Any Settlement Class Member who does not opt out of the Settlement by
18 submitting a timely and valid Request for Exclusion will be bound by all terms of the
19 Settlement, including those pertaining to the Class Released Claims, as well as any Judgment
20 that may be entered by the Court if Final Approval of the Settlement is granted.

21 **4.6 Conflicting Exclusions and Objections.** A Settlement Class Member cannot
22 submit both a Request for Exclusion and an objection. If a Settlement Class Member submits
23 both a valid and timely objection and Request for Exclusion, the Request for Exclusion will
24 control and the objection will be invalid.

25 **4.7 Eligible PAGA Pay Period and Workweek Disputes.** Each Settlement Class
26 Member may dispute the number of Eligible Workweeks and Eligible PAGA Pay Periods
27 attributed to him or her on his or her Class Notice. Any such disputes, including supporting
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documentation, must be mailed to the Settlement Administrator by the Settlement Class Member/PAGA Member, postmarked on or before the Response Deadline. The Settlement Administrator shall immediately provide copies of all disputes to Class Counsel and counsel for Defendant and shall immediately attempt to resolve all such disputes directly with relevant Settlement Class Member/PAGA Member with the assistance of Defendant and Class Counsel. If the dispute cannot be resolved in this manner, the Court shall adjudicate the dispute.

4.8 **Nullification of Settlement.** Defendant shall have the sole right to void and withdraw from this Settlement if at any time prior to the Final Approval Date: (a) five percent (5%) or more of all Settlement Class Members submit timely and valid Requests for Exclusion; or (b) the Settlement is construed in such a fashion that Defendant would be required to pay more than the Gross Settlement Amount, exclusive of Employer-side Taxes and any increase pursuant to paragraph 3.2 of this Agreement; or (c) the Court does not certify the Settlement Class, or does not certify a class releasing all of the Class Released Claims defined in this Stipulation, or does not approve the PAGA settlement including the release all of the PAGA Released Claims, or otherwise makes an order inconsistent with any of the material terms (as determined by Defendant) of this Settlement; (d) any pending litigation or litigation filed prior to the Final Approval Date in any way prevents the Settlement from being preliminarily or finally approved by the Court; or (e) Plaintiff or Class Counsel materially breach the Settlement.

4.9 **Final Approval and Entry of Final Judgment.**

4.9.1 Prior to the Final Approval Hearing, Plaintiff will move the Court for entry of an "Order of Final Approval" and associated entry of Judgment: (a) finding the Settlement fair, reasonable, adequate, and in the best interests of the Participating Class Members, (b) approving the PAGA Payment to the LWDA and the PAGA Members to be distributed as the LWDA Payment and the Individual PAGA Payments; (c) approving Class Counsel's application for an award of attorneys' fees and costs, (d) approving the Class Representative's application for a Service Award (e) approving the payment of reasonable Settlement Administration Costs, and (f) releasing and barring any further Released Class

1 Claims by Participating Class Members and Released PAGA Claims by or on behalf of the
2 PAGA Members. Plaintiff will provide the motion for final approval to Defendant for its
3 review and approval at least seven days before filing. The Parties and their respective counsel
4 shall make all reasonable efforts to secure entry of the Order of Final Approval. The proposed
5 Order of Final Approval and the associated proposed Judgment shall be filed with the Court
6 with the motion for final approval, or as otherwise directed by the Court.

7 4.9.2 Class Representative and Class Counsel shall be responsible for
8 justifying the amount of the Service Award and attorneys' fees and costs to the Court, and they
9 agree to submit, as appropriate, the necessary materials to justify these payments. If the Court
10 (or any appellate court) awards less than the amount requested for attorneys' fees and/or costs,
11 or less than the amount requested for the Service Award for the Class Representative, only the
12 awarded amounts shall be paid and shall constitute satisfaction of the obligations of Defendant
13 under this Stipulation.

14 4.9.3 If an appeal results in an order materially modifying, setting aside, or
15 vacating any portion of the Stipulation, with the exception of any modification of the amount of
16 attorneys' fees or costs to be paid to Class Counsel, or the amount of the Service Award paid to
17 the Class Representative, each party adversely impacted by the order shall have the right to
18 treat such order as an event preventing Final Approval. To exercise this right, the party must
19 inform the other party and the Settlement Administrator, in writing, of the exercise of this right,
20 within ten (10) calendar days of receiving notice of any order modifying, setting aside, or
21 vacating any portion of the Stipulation. Before any Party elects to exercise its right to treat
22 such order as an event permanently preventing Final Approval, that Party must meet and confer
23 in good faith with the other Party to determine if an agreement can be reached modifying this
24 Settlement to the mutual satisfaction of the Parties.

25 4.9.4 If the Final Approval does not occur, or if this Stipulation is terminated
26 or canceled pursuant to its terms, the Parties to this Stipulation shall be deemed to have
27 reverted to their respective status as of the date and time immediately prior to the execution of
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1 this Stipulation. In such an event, if the Stipulation is not approved by the Court substantially
2 in the form agreed to by the Parties, or if the Settlement set forth in the Stipulation is
3 terminated, cancelled, declared void, or fails to become effective in accordance with its terms,
4 or if the Judgment does not become a Final Judgment, or if the Effective Date does not occur,
5 this Stipulation (except for those provisions relating to non-admission, denial of liability set
6 forth herein, and the confidentiality agreements entered into by the Parties) shall be deemed
7 null and void, its terms and provisions shall have no further force and effect and shall not be
8 used in the Actions or in any other proceeding for any purpose, and any Judgment or order
9 entered by the Court in accordance with the terms of the Stipulation shall be treated as vacated,
10 *nunc pro tunc*. Notwithstanding any other provision of this Stipulation, no order of the Court,
11 or modification or reversal on appeal of any order of the Court, reducing the amount of any
12 attorneys' fees or costs to be paid by Defendant to Class Counsel, or reducing the amount of the
13 Service Award paid to the Class Representative, shall constitute grounds for cancellation or
14 termination of the Stipulation, or grounds for limiting any other provision of the Judgment.

15 **5. ALLOCATION OF GROSS SETTLEMENT AMOUNT**

16 **5.1 Individual Settlement Payments to Participating Class Members.** Individual
17 Settlement Payments to Participating Class Members will be calculated and distributed to
18 Participating Class from the Net Settlement Amount on a *pro rata* basis, based on the
19 Participating Class Members' respective number of Eligible Workweeks during the Class
20 Period. To determine each Settlement Class Member's estimated Individual Settlement
21 Payment to be included in the Class Notice, the Settlement Administrator will use the following
22 formula: Estimated Individual Settlement Payment = (Settlement Class Member's Eligible
23 Workweeks ÷ All Eligible Workweeks) × Estimated Net Settlement Amount. The actual
24 Individual Settlement Payment to each Participating Class Member will be based on the
25 following formula: Individual Settlement Payment = (Participating Class Member's Eligible
26 Workweeks ÷ All Participating Class Member Eligible Workweeks) × Net Settlement Amount.

1 **5.2 PAGA Payment.** The Parties agree to allocate One Hundred Thousand Dollars
2 and Zero Cents (\$100,000.00) of the Gross Settlement Amount toward the PAGA Payment in
3 settlement of claims for PAGA penalties. Pursuant to PAGA, seventy-five percent (75%) of
4 the PAGA Payment (\$75,000.00) will be paid to the LWDA as the LWDA Payment and
5 twenty-five percent (25%) of the PAGA Payment (\$25,000.00) will be distributed to PAGA
6 Members on a *pro rata* basis based upon their respective Eligible PAGA Pay Periods. Any
7 portion of the PAGA Payment not approved by the Court shall be added to the Net Settlement
8 Amount and any additional amount ordered by the Court shall be paid from the Gross
9 Settlement Amount.

10 **5.3 Attorneys' Fees and Litigation Costs.** Class Counsel shall apply for, and
11 Defendant shall not oppose, an award of attorneys' fees of up to 35% of the Gross Settlement
12 Amount, for One Million and Fifty Thousand Dollars and Zero Cents (\$1,050,000.00). Class
13 Counsel shall further apply for, and Defendant shall not oppose, an application or motion by
14 Class Counsel for reimbursement of actual reimbursable costs associated with Class Counsel's
15 prosecution of this matter as set forth by declaration testimony in an amount up to Thirty
16 Thousand Dollars and Zero Cents (\$30,000.00). The award of attorneys' fees and costs shall be
17 paid out of the Gross Settlement Amount and shall be for all past and future attorneys' fees and
18 costs necessary to prosecute, settle, and obtain Final Approval of the settlement in Action. The
19 "future" aspect of the amounts stated herein includes, without limitation, all time and expenses
20 expended by Class Counsel (including any appeals therein). Class Counsel shall be solely and
21 legally responsible for paying any and all applicable taxes on their fees and costs award, and
22 shall indemnify, defend, and hold the Released Parties harmless from any claim or liability for
23 taxes, penalties or interest arising as a result of any payments received by Class Counsel
24 pursuant to this Agreement. Should the Court approve attorneys' fees and/or litigation costs
25 and expenses in amounts that are less than the amounts provided for herein, then the
26 unapproved portion(s) shall be a part of the Net Settlement Amount and Plaintiff and Class
27 Counsel shall not have the right to modify or revoke the Settlement, or to appeal such order,
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1 nor will Plaintiff or Class Counsel seek, request, or demand an increase to the Gross Settlement
2 Amount on that basis. . Should the Court approve attorneys' fees and/or litigation costs and
3 expenses in amounts that are less than the amounts provided for herein, then the unapproved
4 portion shall be a part of the Net Settlement Amount. Neither Class Counsel nor any other
5 attorneys acting for, or purporting to act for, the Settlement Class, Settlement Class Members,
6 or Plaintiff, may recover or seek to recover any amounts for fees, costs, or disbursements from
7 the Defendant or the Released Parties except as expressly provided herein.

8 **5.4 Service Award to Class Representative.** Class Representative shall seek, and
9 Defendant shall not oppose, a Service Award in an amount not to exceed Seven Thousand Five
10 Hundred Dollars and Zero Cents (\$7,500.00) to Plaintiff, for participation in and assistance
11 with the Action. Any Service Award awarded to Plaintiff shall be paid from the Gross
12 Settlement Amount and shall be reported on an IRS Form 1099. Plaintiff shall be solely and
13 legally responsible for paying any and all applicable taxes on the Service Award and shall
14 indemnify, defend, and hold the Released Parties harmless from any claim or liability for taxes,
15 penalties or interest arising as a result of the Service Award. If the Court approves the Service
16 Award to Plaintiff in less than the amounts sought herein, then the unapproved portion(s) shall
17 be a part of the Net Settlement Amount. In the event the Court reduces or does not approve the
18 requested Service Award, Plaintiff and Class Counsel shall not have the right to modify or
19 revoke the Settlement, or to appeal such order, nor will Plaintiff or Class Counsel seek, request,
20 or demand an increase to the Gross Settlement Amount on that basis.

21 **5.5 Settlement Administration Costs.** All Settlement Administration Costs
22 incurred by the Settlement Administrator as a result of the procedures and processes expressly
23 required by this Stipulation shall be paid out of the Gross Settlement Amount and are estimated
24 not to exceed \$11,500.00. The Settlement Administration Costs shall include: all costs of
25 administering the Settlement, including all tax document preparation, custodial fees, and
26 accounting fees incurred by the Settlement Administrator; all costs and fees associated with
27 establishing and maintaining a Qualified Settlement Fund; all costs and fees associated with
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1 preparing, issuing and mailing the Class Notice and other correspondence to Settlement Class
2 Members; all costs and fees associated with communicating with Settlement Class Members,
3 Class Counsel, and Defendant's Counsel; all costs and fees associated with computing,
4 processing, reviewing, and paying the payments due under this Stipulation, and resolving
5 disputed claims; all costs and fees associated with calculating tax withholdings and payroll
6 taxes, making related payment to federal and state tax authorities, and issuing tax forms relating
7 to payments made under the Settlement; all costs and fees associated with preparing any tax
8 returns and any other filings required by any governmental taxing authority or agency; all costs
9 and fees associated with preparing any other notices, reports, or filings to be prepared in the
10 course of administering payments due under this Stipulation; and any other costs and fees
11 incurred and/or charged by the Settlement Administrator in connection with the execution of its
12 duties under this Stipulation.

13 6. TAXATION

14 6.1 **Tax Treatment of Individual Settlement Payments.** Each Individual
15 Settlement Payment shall be allocated as follows: 33% as wages, to be reported on an IRS
16 Form W-2; and 67% as interest, penalties and expense reimbursement, to be reported on an IRS
17 Form 1099 to the extent required by law. Other than as set forth above, the Settlement
18 Administrator will not make any deductions, withholdings, or additional payments, including
19 without limitation, medical or other insurance payments or premiums, employee 401(k)
20 contributions or matching employer contributions, wage garnishments to the extent permitted
21 by law, or charity withholdings, from or with respect to the Individual Settlement Payments,
22 and entry of the Order of Final Approval by the Court shall be deemed authority not to make
23 any such deductions, withholdings, or additional payments.

24 6.2 **Tax Treatment of Individual PAGA Payments.** All Individual PAGA
25 Payments shall be allocated as 100% penalties, for which a 1099 will be issued to the extent
26 required by law. PAGA Members will be responsible for paying all taxes due on their
27 Individual PAGA Payments. The Settlement Administrator will not make any deductions,
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1 withholdings, or additional payments, including without limitation, medical or other insurance
2 payments or premiums, employee 401(k) contributions or matching employer contributions,
3 wage garnishments to the extent permitted by law, or charity withholdings, from or with respect
4 to the Individual PAGA Payments.

5 **6.3 Tax Forms.** IRS Forms W-2 and/or Forms 1099 will be distributed by the
6 Settlement Administrator at times and in the manner required by the Internal Revenue Code of
7 1986 (the “Code”) and consistent with this Agreement. If the Code, the regulations
8 promulgated thereunder, or other applicable tax law, is changed after the date of this
9 Agreement, the processes set forth in this Section may be modified in a manner to bring
10 Defendant into compliance with any such changes.

11 **6.4 Circular 230 Disclaimer.** Each Party to this Stipulation (for purposes of this
12 section, the “acknowledging party” and each Party to this Stipulation other than the
13 acknowledging party, an “other party”) acknowledges and agrees that (1) no provision of this
14 Stipulation, and no written communication or disclosure between or among the Parties or their
15 attorneys and other advisers, is or was intended to be, nor shall any such communication or
16 disclosure constitute or be construed or be relied upon as, tax advice within the meaning of
17 United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the
18 acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and
19 tax counsel for advice (including tax advice) in connection with this Stipulation, (b) has not
20 entered into this Stipulation based upon the recommendation of any other party or any attorney
21 or advisor to any other party, and (c) is not entitled to rely upon any communication or
22 disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be
23 imposed on the acknowledging party; and (3) no attorney or adviser to any other party has
24 imposed any limitation that protects the confidentiality of any such attorney’s or adviser’s tax
25 strategies (regardless of whether such limitation is legally binding) upon disclosure by the
26 acknowledging party of the tax treatment or tax structure of any transaction, including any
27 transaction contemplated by this Stipulation.

1 **7. FUNDING OF SETTLEMENT AND DISTRIBUTION OF PAYMENTS**

2 **7.1 Distribution of Individual Settlement Payments and Individual PAGA**

3 **Payments.** Participating Class Members will receive an Individual Settlement Payment and
4 PAGA Members will receive an Individual PAGA Payment via check. Individual Settlement
5 Payment and Individual PAGA Payment checks shall remain valid and negotiable for one
6 hundred and eighty (180) calendar days after the date of their issuance. After the 180 days has
7 expired, the Settlement Administrator shall void the uncashed settlement checks and the
8 amount of the uncashed settlement payments shall be transmitted to the State of California, to
9 be held by the Controller in accordance with California’s Unclaimed Property Law for the
10 benefit of the Participating Class Members and PAGA Members who did not cash the
11 settlement checks until such time that they claim their property. The Parties agree that this
12 disposition results in no “unpaid residue,” as the entire Net Settlement Amount will be paid out
13 to Participating Class Members, whether or not they timely cash their Individual Settlement
14 Payments.

15 **7.2 Funding of Settlement.** Defendant shall, within thirty (30) calendar days of the
16 Effective Date, make payment of the Gross Settlement Amount (as the same may be escalated
17 pursuant to Paragraph 17 of this Agreement) and Employer-side Taxes to the Settlement
18 Administrator pursuant to Internal Revenue Code section 1.468B-1 for deposit in an interest-
19 bearing qualified settlement account (“QSA”) with an FDIC insured banking institution, for
20 distribution in accordance with this Agreement and the Court’s Orders and subject to the
21 conditions described herein.

22 **7.3 Time for Distribution.** Within fourteen (14) calendar days after payment of the
23 full Gross Settlement Amount and Employer-side Taxes by Defendant, or as soon thereafter as
24 practicable, the Settlement Administrator shall distribute all payments due, as specified in this
25 Agreement and approved by the Court, from the QSA for: (1) the Service Award to Class
26 Representative; (2) the attorneys’ fees and cost award to be paid to Class Counsel; (3) the
27 Settlement Administrator Costs; (4) the LWDA Payment; and (5) Individual PAGA Payments
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1 to PAGA Members; and (6) Individual Settlement Payments to Participating Class Members,
2 less applicable taxes and withholdings. All interest accrued shall be for the benefit of the
3 Participating Class Members and distributed on a *pro rata* basis to Participating Class Members
4 based on the Eligible Workweeks.

5 8. MISCELLANEOUS PROVISIONS

6 8.1 **No Effect on Employee Benefits.** Neither the Settlement nor any amounts paid
7 under the Settlement will modify any previously credited hours or service under any employee
8 benefit plan, policy, or bonus program sponsored by the Released Parties. Such amounts will
9 not form the basis for additional contributions to, benefits under, or any other monetary
10 entitlement under the Released Parties' sponsored benefit plans, policies, or bonus programs.
11 The payments made under the terms of this Stipulation shall not be applied retroactively,
12 currently, or on a going forward basis, as salary, earnings, wages, or any other form of
13 compensation for the purposes of the Released Parties' benefit plans, policies, or bonus
14 programs. The Released Parties retain the right to modify the language of their benefit plans,
15 policies and bonus programs to effectuate this intent, and to make clear that any amounts paid
16 pursuant to this Settlement are not for "hours worked," "hours paid," "hours of service," or any
17 similar measuring term as defined by applicable plans, policies and bonus programs for
18 purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional
19 contributions or benefits are not required by this Stipulation of Settlement.

20 8.2 **Interpretation of the Agreement.** This Agreement constitutes the entire
21 agreement between the Parties with respect to its subject matter. Except as expressly provided
22 herein, this Agreement has not been executed in reliance upon any other written or oral
23 representations or terms, and no such extrinsic oral or written representations or terms shall
24 modify, vary or contradict its terms. In entering into this Agreement, the Parties agree that this
25 Agreement is to be construed according to its terms and may not be varied or contradicted by
26 extrinsic evidence. The Agreement will be interpreted and enforced under the laws of the State
27 of California, both in its procedural and substantive aspects, without regard to its conflict of
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1 law provisions. The Parties, and each of them, participated in the negotiation and drafting of
2 this Agreement and had available to them the advice and assistance of independent counsel. As
3 such, neither Plaintiff nor Defendant may claim that any ambiguity in this Agreement should be
4 construed against the other. The Agreement may be modified only by a writing signed by
5 counsel for the Parties and approved by the Court.

6 **8.3 Further Cooperation.** The Parties and their respective attorneys shall proceed
7 diligently to prepare and execute all documents, to seek the necessary approvals from the
8 Court, and to do all things reasonably necessary to consummate the Settlement as expeditiously
9 as possible. The Parties agree that they will not take any action inconsistent with this
10 Agreement, including, without limitation, encouraging Class Members to opt out of the
11 Settlement.

12 **8.4 Counterparts.** The Agreement may be executed in one or more actual or non-
13 original counterparts, all of which will be considered one and the same instrument and all of
14 which will be considered duplicate originals.

15 **8.5 Authority.** Each individual signing below warrants that he or she has the
16 authority to execute this Agreement on behalf of the Party for whom or which that individual
17 signs.

18 **8.6 Deadlines Falling on Weekends or Holidays.** To the extent that any deadline
19 set forth in this Agreement falls on a Saturday, Sunday, or legal holiday, that deadline shall be
20 continued until the following business day.

21 **8.7 Jurisdiction of the Court.** Pursuant to California Code of Civil Procedure
22 section 664.6, the Court shall retain jurisdiction with respect to the interpretation,
23 implementation, and enforcement of the terms of this Settlement Agreement and all orders and
24 judgments entered in connection therewith, and the Parties and their counsel hereto submit to
25 the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the
26 settlement embodied in this Settlement Agreement and all orders and judgments entered in
27 connection therewith.
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1 8.8 **Breach.** Except as specifically provided herein, the Parties hereto will bear
2 responsibility for their own attorneys' fees and costs, taxable or otherwise incurred by them or
3 arising out of the Actions, and will not seek reimbursement thereof from any Party to this
4 Settlement Agreement. In the event that a legal action arises out of this Settlement Agreement
5 or is necessary to enforce any of the terms or provisions of this Settlement Agreement,
6 including if an order of enforcement is necessary to remedy a failure by the Defendant to fund
7 the Settlement, the prevailing Party in the action shall be entitled to recover its reasonable
8 attorneys' fees and costs.

9 8.9 **Severability.** Before declaring any provision of this Stipulation invalid, the
10 Court shall first attempt to construe the provisions valid to the fullest extent possible consistent
11 with applicable precedents so as to define all provisions of this Stipulation valid and
12 enforceable. Should the Court deem any clause or provision of this Stipulation be invalid,
13 illegal, or unenforceable, it shall first attempt to modify or reform it as minimally necessary to
14 be valid, lawful, and enforceable.

15 8.10 **No Publicity.** Neither Plaintiff nor Class Counsel shall issue any press release
16 or announcement of any kind (including but not limited to statements or postings on social
17 media) related in any way to the settlement. Plaintiff and Class Counsel agree that, prior to
18 seeking preliminary approval of the settlement, they will keep the terms of the settlement
19 confidential. From and after preliminary approval of the settlement, Plaintiff and Class
20 Counsel may: (1) as required by law; (2) as required under the terms of the settlement; or (3) as
21 required under counsel's duties and responsibilities as class counsel, comment regarding the
22 specific terms of the settlement. In all other cases, Plaintiff and Class Counsel agree to limit
23 their statements regarding the terms of the settlement, whether oral, written or electronic
24 (including the Internet, social media, world wide web, etc.), to say the Actions have been
25 resolved and that Plaintiff and Class Counsel are satisfied with the settlement terms. Nothing
26 in this Paragraph is intended to interfere with Class Counsel's duties and obligations to
27 faithfully discharge their duties as Class Counsel, including but not limited to, communicating
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1 with Settlement Class Members regarding the settlement, and nothing shall prohibit Class
2 Counsel from referring to the settlement in adequacy of counsel declarations or related court
3 filings.

4 **8.11 Privacy of Documents and Information.** Plaintiff and Class Counsel agree
5 that none of the documents and information provided to them by Defendant in connection with
6 the Actions and this Settlement shall be used for any purpose (including in any other litigation)
7 other than this Settlement of the Actions, or enforcement thereof.

8 **8.12 No Exclusion by Class Representative.** The Class Representative, by signing
9 this Stipulation, is bound by the terms herein and further agrees not to request to be excluded
10 from the Settlement and not to object to any terms of this Stipulation. Any such request for
11 exclusion or objection shall therefore be void and of no force or effect. Class Counsel and
12 Class Representative waive all right to file an appeal, writ, or any challenge whatsoever to an
13 Order of Final Approval or Judgment or to the terms of this Stipulation, and such waiver
14 includes the right to appeal any award or reduction in the awards of attorneys' fees, costs or the
15 Service Award. However, any Party may appeal in the event an objector's objection is upheld
16 by the trial court.

17 **8.13 Binding on Successors.** This Stipulation shall be binding upon and inure to the
18 benefit of the Parties hereto and their respective heirs, trustees, executors, administrators,
19 successors, and assigns.

20 **8.14 Headings.** Paragraph titles or captions contained in the Stipulation are inserted
21 as a matter of convenience and for reference, and in no way define, limit, extend, or describe
22 the scope of this Stipulation, or any provision thereof.

23 ///

24 ///

25 ///

26 ///

27 **IT IS SO AGREED:**

28

1 Dated: _____, 2024

2 DOUG J. MCINTOSH
3 Plaintiff and Class Representative

4
5 Dated: January 16, 2024

6 
7 WWL VEHICLE SERVICES AMERICAS
8 INC.
9 Defendant

10 By: Lasse Kristoffersen

11 Its: Group CEO

12 **AGREED AS TO FORM:**

13 Dated: _____, 2024

14
15
16 DAVID D. BIBIYAN
17 VEDANG J. PATEL
18 **Counsel for Plaintiff DOUG J. MCINTOSH**

19 Dated: January 3, 2024

20 
21 ERIC MECKLEY
22 SARAH ZENEWICZ
23 **Counsel for Defendant WWL VEHICLE**
24 **SERVICES AMERICAS INC.**

1 Dated: Dec 9, 2023, 2023

Doug McIntosh
Doug McIntosh (Dec 9, 2023 11:13 PST)

DOUG J. MCINTOSH
Plaintiff and Class Representative

2
3
4
5 Dated: _____, 2023

WWL VEHICLE SERVICES AMERICAS
INC.
Defendant

By: _____

Its: _____

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11 **AGREED AS TO FORM:**

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13 Dated: December 11, 2023

Vedang J. Patel
DAVID D. BIBIYAN
VEDANG J. PATEL
Counsel for Plaintiff DOUG J. MCINTOSH

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18 Dated: _____, 2023

ERIC MECKLEY
SARAH ZENEWICZ
**Counsel for Defendant WWL VEHICLE
SERVICES AMERICAS INC.**

EXHIBIT A

*A court has authorized this notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
Your legal rights are affected whether you act or do not act.*

NOTICE OF CLASS AND PAGA ACTION SETTLEMENT

To: All current and former California non-exempt, hourly paid employees of WWL Vehicle Services Americas, Inc. (“Defendant”), who worked at any time between February 1, 2018, and _____ (the “Settlement Class”).

SETTLEMENT CLASS MEMBERS ARE ELIGIBLE TO RECEIVE PAYMENT FROM THE CLASS SETTLEMENT AND MAY ALSO BE ELIGIBLE TO RECEIVE PAYMENT FROM THE PAGA SETTLEMENT DESCRIBED IN THIS NOTICE.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	To receive a settlement payment, you do not need to do anything. Your payment will be mailed to you, automatically, after the Court grants final approval to the settlement. <i>You must, however, keep a current address on file with the Settlement Administrator to ensure receipt of your check.</i>
CHANGE CONTACT AND ADDRESS INFORMATION	Update your address with the Settlement Administrator to ensure your check is sent to the correct address.
EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT	If you do not want to participate in the class settlement, you may exclude yourself (“opt out”) of the class portion of the settlement. If you exclude yourself from the class settlement, then you will not receive any payment from the Net Settlement Amount (defined below). This is the only option that allows you to pursue your own claims (in your own lawsuit) against Defendant about the legal claims in this case. However, if you are a PAGA Member (defined below), then even if you exclude yourself from the class settlement, you will still receive a portion of the PAGA settlement and will be bound by the release of PAGA claims.
OBJECT IN WRITING	Write to the Court if you think the settlement is not fair.
OBJECT AT A HEARING	Ask to speak in Court about why you think the settlement is not fair.

- **YOUR RIGHTS AND OPTIONS – AND THE DEADLINES TO EXERCISE THEM – ARE EXPLAINED IN THIS NOTICE.**
- **DEFENDANT WILL NOT RETALIATE IN ANY MANNER AGAINST ANY SETTLEMENT CLASS MEMBER FOR PARTICIPATING OR NOT PARTICIPATING IN THIS SETTLEMENT.**

BACKGROUND ON THE LAWSUIT

1. What is this Notice about?

The purpose of this Notice is to inform you of the settlement of two related cases, a class action and a representative action under the California Private Attorneys General Act of 2004 (“PAGA”), filed in Ventura County Superior Court on behalf of all current and former California non-exempt employees of Defendant.

Plaintiff Doug J. McIntosh initiated his class action lawsuit on February 1, 2022, by filing a Class Action Complaint in Ventura County Superior Court. On April 20, 2022, he filed his PAGA Action Complaint in Ventura County Superior Court. On ____, 2023, he filed a First Amended Complaint in his class action to consolidate his class and PAGA actions. In his consolidated First Amended Class and Representative Complaint, Plaintiff alleges causes of action for (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to pay for all hours worked; (4) failure to provide meal periods and pay meal period premiums; (5) failure to provide rest breaks and pay rest period premiums; (6) failure to provide accurate itemized wage statements; (7) failure to timely pay wages during employment; (8) failure to reimburse all business expenses; (9) failure to timely pay all wages due upon separation of employment; (10) violation of Business and Professions Code sections 17200, *et seq.*; and (11) enforcement of Labor Code section 2698, *et seq.* (“PAGA”) for violations of the California Labor Code. These lawsuits are referred to in this Notice as the “Actions.”

Defendant denies all allegations in the Actions and contends that it has fully complied with federal, state and local wage and hour laws. The settlement is not an admission of any wrongdoing by Defendant or an indication that any law was violated or that this case was suitable for class or representative treatment.

On January 20, 2023, Plaintiffs and Defendant attended a private mediation with an experienced wage and hour mediator. Through arms-length negotiations, the Parties reached a class and PAGA settlement subject to Court approval, which is summarized in this Notice.

2. Why did I get this Notice?

You received this Notice because records identify you as a Settlement Class Member during the period between February 1, 2018, and ____ (the “Class Period”). The Settlement will resolve the class claims, summarized above, during the Class Period. The Settlement will also resolve claims for civil penalties under PAGA. You may also be a “PAGA Member” if you worked for Defendant during the period from January 25, 2021, and ____ (the “PAGA Period”).

The purpose of this Notice is to explain the Actions, the pending Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the California Superior Court for Ventura County, and the Actions are known as *Doug J. McIntosh v. WWL Vehicle Services Americas, Inc.*, Ventura County Superior Court Case No. 56-2022-00562544-CU-OE-VTA and *Doug J. McIntosh v. WWL Vehicle Services Americas, Inc.*, Ventura County Superior Court Case No. 56-2022-00565049-CU-OE-VTA. The Court held a hearing on ____, 2023, and the Judge Benjamin Coats preliminarily approved this Settlement and directed that you and the rest of the Settlement Class receive this Notice.

The Court will hold a Final Approval hearing concerning the Settlement on ____, 2023 at ____, in Ventura County Superior Court, Dept. 43, Ventura Courthouse (Hall of Justice) is located at 800 South Victoria Avenue, Ventura, California 93003. The Final Approval Hearing may be continued to another date without further notice.

3. Why is there a settlement?

The Court has not decided in favor of Plaintiff or Defendant or made any decision as to whether this case could proceed to a trial on a class or representative basis. There was no trial, nor has the Court made any decisions on the merits. Instead, both sides agreed to a no-fault settlement of the Actions after engaging in arms-length negotiations through a private mediation.

4. Who are the Attorneys for the Settlement Class and the PAGA Members?

The Court has appointed Class Counsel to represent the Settlement Class and the PAGA Members in connection with this Settlement, David D. Bibiyan, Jeffrey D. Klein, and Vedang J. Patel of Bibiyan Law Group, P.C. 8484 Wilshire Blvd., Suite 500, Beverly Hills, California 90211, (310) 438-5555.

THE TERMS OF THE SETTLEMENT

5. What is the Settlement Amount?

The proposed Settlement provides for a maximum, non-reversionary payment of \$3,000,000 (referred to as the “Gross Settlement Amount”). From the Gross Settlement Amount, Class Counsel will apply to the Court for: attorneys’ fees of 35% of the Gross Settlement Amount, which is \$1,050,000 and up to \$25,000 in costs; Class Representative Service Award of \$7,500 to Plaintiff for his work and effort prosecuting this case, for undertaking the risks of payment of costs (in the event of an unsuccessful outcome of the Actions) and for signing a general release of any claims he may have against Defendant; a \$100,000 payment as settlement for claims for civil penalties under PAGA (the “PAGA Payment”), of which 75% will go to the California Labor Workforce Development Agency (the “LWDA Payment”) and 25% will be divided among the PAGA Members as Individual PAGA Payments as described below; and Settlement Administration Costs to Phoenix Class Action Administration Solutions, estimated at \$11,500. The exact amount of the attorneys’ fees, litigation costs, Class Representative Service Award, and Settlement Administration Costs will be determined by the Court at the Final Approval hearing. After these deductions, the remaining portion of the Gross Settlement Amount is the “Net Settlement Amount,” which is currently estimated to be approximately \$1,806,000. The Net Settlement Amount will be apportioned and paid out as Individual Settlement Payments to the Participating Class Members, who are the Settlement Class Members who do not request to be excluded (“opt out”) from the class action Settlement.

6. How will the Individual Settlement Payments to Participating Class Members be calculated?

Participating Class Members will receive Individual Settlement Payments from the Net Settlement Amount. **A claim form is not required to become a Participating Class Member or to receive an Individual Settlement Payment from the Net Settlement Amount.**

Settlement Class Members who opt out of the class settlement will not become Participating Class Members, will not receive Individual Settlement Payments, and will not be bound by the class portion of this Settlement. No amount of the Gross Settlement Amount will revert to Defendant, even if Settlement Class Members choose to opt out of the Settlement. In the event that any Settlement Class Member chooses to opt out of the Settlement, the Individual Settlement Payments that would have been apportioned to that individual will instead be distributed to the Participating Class Members.

Each Participating Class Member’s Individual Settlement Payment will be a *pro rata* share of the Net Settlement Amount based on the number of workweeks that each Participating Class Member worked for Defendant during the Class Period (from February 1, 2018, and _____) (“Eligible Workweeks”) as a proportion of all Eligible Workweeks for all Participating Class Members.

All Individual Settlement Payments to Participating Class Members shall be allocated as follows for tax purposes: 33% of each Individual Settlement Payment reflects a compromise of claims for alleged unpaid wages; 67% of each Individual Settlement Payment reflects a compromise of claims for alleged interest, penalties and unreimbursed expenses. The portion of the Individual Settlement Payment attributable to unpaid wages will be subject to regular and/or applicable payroll and income tax withholdings and will be reported on an IRS Form W-2. Participating Class Members will receive an IRS Form 1099 for the portion of the Individual Settlement Payment attributable to alleged interest, penalties and unreimbursed expenses to the extent required by law. Participating Class Members will be responsible for correctly characterizing the Individual Settlement Payment for tax purposes and paying taxes due, if any.

Your total estimated Eligible Workweeks is _____. Based on that, your anticipated approximate Individual Settlement Payment is _____.

7. How will the PAGA Payment be allocated to the LWDA and PAGA Members?

The Parties will ask the Court to approve the \$100,000 PAGA Payment in settlement of claims for civil penalties under PAGA. As required under PAGA, 75% of the PAGA Payment, or \$75,000, will be paid to the LWDA. The remaining 25% of the PAGA Payment, or \$25,000, will be distributed to the PAGA Members as Individual PAGA Payments.

Not all Settlement Class Members are PAGA Members who are entitled to an Individual PAGA Payment. If you are a PAGA Member, you are entitled to receive an Individual PAGA Payment; no claim form is required. Because PAGA Members cannot opt out of the PAGA settlement, if you are a PAGA Member and you opt out of the class settlement, you will still receive an Individual PAGA Payment and be bound by the PAGA settlement.

Each PAGA Member's Individual PAGA Payment will be a pro rata share of the 25% of the PAGA Payment to be distributed to PAGA Members. It will be based on the number of pay periods that each PAGA Member worked for Defendant during the PAGA Period (January 25, 2021, and _____) ("Eligible PAGA Pay Periods") as a proportion of all Eligible Pay Periods for all PAGA Members. For tax purposes, 100% of the Individual PAGA Payments will be allocated as penalties for which an IRS Form 1099 to the extent required by law.

Your total estimated Eligible PAGA Pay Periods is _____. Based on that, your anticipated approximate Individual PAGA Payment is _____.

HOW TO GET A PAYMENT

8. How can I get a settlement payment?

If you do nothing, you will automatically receive your Individual Settlement Payment and Individual PAGA Payment (if any) after the Court approves the Settlement at a Final Approval Hearing. You must notify the Settlement Administrator of any change in your name, mailing address and/or telephone number if the information shown on this is not correct. **It is your responsibility to keep the Settlement Administrator informed of any change in your address. Settlement payments will be mailed to the last known address the Settlement Administrator has on file for you.** You can contact the Settlement Administrator by U.S. Mail, email or phone at _____ if you need to update your contact information.

9. What do I do if I believe my Eligible Workweeks or Eligible Pay Periods are incorrect?

If you believe the Eligible Workweeks and Eligible PAGA Pay Periods above are not correct, you may send a letter to the Settlement Administrator indicating what you believe to be the correct information. Your letter must be postmarked on or before _____, 2024. *[45 days within mailing of Notice]*. You should include any documents or other information which supports what you believe support that you worked a different number of Eligible Workweeks or Eligible PAGA Pay Periods.

Settlement checks should be cashed promptly upon receipt. Proceeds of checks which remain uncashed after 180 days from the date of issuance will be forwarded to the State of California Unclaimed Property Fund in the name of each Participating Class Member and/or PAGA Member who did not cash his or her settlement check. If your settlement check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

WHAT HAPPENS IF THE COURT APPROVES THE SETTLEMENT

10. **What am I giving up to get an Individual Settlement Payment?**

If the Court approves this Settlement, and unless you exclude yourself, you will become a Participating Class Member, and that means that you cannot sue, continue to sue, or be a part of any other lawsuit against Defendant concerning the legal claims being resolved in this Settlement. Specifically, you will be giving up or “releasing” claims against the Released Parties, as follows:

Released Parties: Defendant and each of its past, present, and future subsidiaries, dba’s, affiliates, parents, insurers and reinsurers, and company-sponsored employee benefit plans of any nature and their successors and predecessors in interest, including all of their officers, directors, shareholders, exempt employees, agents, principals, heirs, representatives, accountants, auditors, consultants, attorneys, administrators, fiduciaries, trustees, and agents.

Class Released Claims: Effective on the Effective Date and payment by Defendant to the Settlement Administrator of the full Gross Settlement Amount and Employer-side Taxes necessary to effectuate the Settlement, Plaintiff and all Participating Class Members, for the Class Period, release all claims against the Released Parties asserted in any of the complaints filed in the Class Action, or any and all claims that may be asserted against the Released Parties based on the factual allegations in any of the complaints filed in the Actions, including causes of action for: (1) failure to pay minimum wages for all hours worked (2) claims relating to the alleged unlawful rounding of time; (3) claims related to the alleged inaccurate and/or unlawful regular rate of pay calculation; (4) failure to pay overtime compensation; (5) failure to provide meal periods and pay meal period premiums; (6) failure to authorize and permit rest breaks and pay rest period premiums; (7) failure to indemnify necessary business expenses; (8) failure to timely pay all wages during employment and pay final wages upon termination of employment; (10) failure to provide accurate itemized wage statements; (11) unfair and unlawful competition based on the Labor Code violations alleged in (1)-(10); and all claims for attorneys’ fees and costs based on the foregoing. (the “Class Released Claims”).

11. **What PAGA Claims are released by this Settlement?**

If the Court approves this Settlement, then the PAGA Members will fully and finally release the Released Parties from all claims for civil penalties and attorneys’ fees and costs under PAGA as follows:

PAGA Released Claims: As of the date of the Effective Date, Plaintiff, as representative of the State of California and on behalf of the LWDA and as representatives of the PAGA Members, for the PAGA Period, fully and finally releases the Released Parties from all claims asserted in the PAGA Notice, the complaint filed in the PAGA Action, and any claims for civil penalties under PAGA for (1) failure to pay minimum wages for all hours worked (2) claims relating to the alleged unlawful rounding of time; (3) claims related to the alleged

inaccurate and/or unlawful regular rate of pay calculation; (4) failure to pay overtime compensation; (5) failure to provide meal periods and pay meal period premiums; (6) failure to authorize and permit rest breaks and pay rest period premiums; (7) failure to indemnify necessary business expenses; (8) failure to timely pay all wages during employment and pay final wages upon termination of employment; (9) failure to provide accurate itemized wage statements; (10) violations of the notice requirements under 2810.5; (11) failure to provide sick leave; (12) preventing employees from disclosing wages; (13) preventing employees from disclosing who works for Defendant; (14) preventing employees from disclosing information; (15) preventing employees from engaging in lawful conduct during non-work hours; and (16) civil penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 in connection with alleged violations of Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 226, 226.7, 227.3, 232, 232.5, 246, *et seq.*, 432, 510, 512, 1102.5, 1174, 1194, 1197, 1197.5, 1198.5, 2802, and 2810.5, among others (the “PAGA Released Claims”).

EXCLUDING YOURSELF FROM THE CLASS SETTLEMENT

12. How do I exclude myself (“opt out”) of the class portion of the Settlement?

If you wish to pursue your own separate lawsuit against any of the Released Parties for any claims covered by the Class Released Claims, or if you otherwise wish not to participate in the class settlement for whatever reason, you should exclude yourself from the class settlement (that is, “opt out” of the class portion of the Settlement). However, you cannot opt out of the PAGA portion of the settlement. Those who opt out of the class Settlement and who are also PAGA Members will still be bound by the release of the Released PAGA Claims in this Settlement and will receive an Individual PAGA Payment.

To opt out of the class portion of the Settlement and the release of Class Released Claims, you must provide a signed and dated letter to the Settlement Administrator requesting to be excluded. The letter must include (1) their name; (2) Social Security Number; (3) signature; and (4) a statement that the Settlement Class Member does not wish to participate in the Settlement, such as the following statement: “Please exclude me from the class Settlement in *Doug J. Mcintosh v. WWL Vehicle Services Americas, Inc.*” The letter must be postmarked and mailed to the Settlement Administrator at the following address (or in the enclosed envelope) on or before _____, 2023. [45 days within mailing of Notice] Opt-out requests postmarked after the deadline will be invalid.

[Settlement Admin address]

13. If I don’t exclude myself from the class settlement, can I sue Defendant for the same thing?

No. Unless you exclude yourself, you give up any right to sue the Released Parties for the Class Released Claims. If you have a claim or lawsuit already filed against Defendant or any of the Released Parties, you should speak to your lawyer in that case immediately.

You cannot exclude yourself from the PAGA portion of the Settlement and you cannot sue the Released Parties for the PAGA Released Claims later if this Settlement is approved.

OBJECTING TO THE SETTLEMENT

14. How do I tell the Court that I do not agree with the Settlement or believe it is not fair?

If you do not think the Settlement is fair, then you can object to some or all aspects of the Settlement. Even if you object, if the Court approves the Settlement, then you will still receive an Individual Settlement Payment. Unless you opt-out of the class portion Settlement and you will be bound by the release of Class Released

Claims. You can either object to the Settlement in person at the Final Approval Hearing, or you can submit a written objection. Written objections and Notices of Intent to Appear at the Final Approval Hearing must be mailed to the Settlement Administrator and postmarked on or before _____, 2023, at the following address:

[Settlement Admin Address]

The written objection should state your name, address, and describe all legal and factual reasons that you object to the terms of the settlement. You should also include or attach any documents upon which your objection is based.

THE FINAL APPROVAL HEARING WITH THE COURT

15. When and where will the Court decide whether to grant final approval of the settlement?

The Court will hold a Final Approval hearing on _____, 2023 at _____, in Ventura County Superior Court, Dept. 43, Ventura Courthouse (Hall of Justice) is located at 800 South Victoria Avenue, Ventura, California 93003. At this hearing the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and costs, the Class Representative's Service Award, and the Settlement Administration Costs.

The Court may reschedule the Final Approval hearing without further notice to Settlement Class Members. However, any Settlement Class Member who has filed a Notice of Intent to Appear at the Final Fairness hearing will be notified by Class Counsel of any rescheduling of the date and time of the Final Fairness hearing.

16. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Judge may have. But you are welcome to come at your own expense. If you timely submit a written objection, you don't have to come to Court to talk about it. You may also hire and pay your own lawyer to attend if you so desire.

GETTING MORE INFORMATION

17. Whom may I contact if I have questions about the settlement?

You may contact Class Counsel at the contact information listed above in Paragraph 4 if you have any questions about the Settlement. You may also contact the court-appointed Settlement Administrator, _____ by calling toll free 1-800_____, or you can write to [Admin at Address].

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR DEFENDANT'S MANAGERS, SUPERVISORS, OR ATTORNEYS FOR INFORMATION.