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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

JOHN LEDBETTER, ROBERT AARON,
ANTONIO SEGOVIA, and JOSEPH HICKS,
on behalf of themselves and all others similarly
situated,

Plaintiffs,

v.

CJ LOGISTICS AMERICA, LLC, an Illinois
Limited Liability Company; and DOES 1-50,
inclusive,

Defendants.

Case No. 5:22-cv-00967-KK-SHK

**JOINT STIPULATION OF CLASS
ACTION SETTLEMENT AND
RELEASE**

Action Filed: April 7, 2022
Removal Date: June 10, 2022
Trial Date: None set

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**I.
PREAMBLE**

1. This Joint Stipulation of Class Action Settlement and Release (“Settlement” or “Agreement”) is entered into between Plaintiffs John Ledbetter, Robert Aaron, Joseph Hicks, Antonio Segovia, William Shearer, Josue Buenrostro, and David Lamount Gayles (the “Named Plaintiffs”) individually and as the representatives on behalf of certain additional putative class members and/or represented employees (collectively, with the Named Plaintiffs, the “Settlement Class” or “Settlement Class Members”) as further defined in Section III of this Agreement, and defendant CJ Logistics America, LLC (“CJ Logistics” or “Defendant”). The Settlement Class (including, without limitation, the Named Plaintiffs and the PAGA Group, as further defined in Section IV of this Agreement) and Defendant will be referred to collectively herein as the “Settling Parties.”

2. On April 6, 2022, one of the Named Plaintiffs, John Ledbetter, a former Operations Specialist at CJ Logistics, filed a class action complaint against CJ Logistics alleging various violations of the California Labor Code on behalf of himself and a putative class (San Bernardino County Superior Court, Case No. CIVSB2207118).

3. On July 15, 2022, one of the Named Plaintiffs, Antonio Segovia, a former forklift operator, work coordinator, and customer specialist at CJ Logistics, filed a separate class action complaint against CJ Logistics alleging substantially the same causes of action based on similar operative facts (San Bernardino County Superior Court, Case No. CIVSB2215492).

4. After both complaints were removed to federal Court, CJ Logistics and Plaintiff John Ledbetter stipulated to add Antonio Segovia and Robert Aaron, a former Step-ops Specialist at CJ Logistics, as named plaintiffs in this action and to consolidate all factual and legal allegations in the two actions. Thereafter, Antonio Segovia voluntarily dismissed his separate action against CJ Logistics, without prejudice.

5. On December 14, 2022, Plaintiffs John Ledbetter, Robert Aaron, and Antonio Segovia filed the First Amended Class and PAGA Complaint (the “FAC”).

1 6. On August 23, 2023, the Settling Parties attended a private mediation before
2 Jeffrey Ross, a well-respected mediator of employment-related disputes. Although the Parties
3 adjourned mediation prior to reaching a settlement, in the months thereafter the Parties reached an
4 agreement to settle this matter on a class and representative action basis as to Settlement Class
5 Members' claims against Defendant, which is now set forth in this Agreement. As part of the
6 agreement, counsel for Named Plaintiffs represented that they would represent Joseph Hicks
7 ("Hicks"), who had separately filed a lawsuit in the Riverside County Superior Court that was
8 thereafter removed to federal court and was assigned Case No. 5:23-cv-00019 (the "*Hicks*
9 *Action*"). Hicks agreed to dismiss the *Hicks Action* without prejudice, and CJ Logistics agreed to
10 stipulate to add Hicks as a plaintiff in this federal court action by filing a Second Amended
11 Complaint (the "SAC"), asserting the same causes of action and allegations set forth in the FAC.

12 7. On August 2, 2024, Plaintiffs John Ledbetter, Robert Aaron, Antonio Segovia, and
13 Joseph Hicks filed the SAC, asserting on behalf of themselves and the putative class, ten (10)
14 causes of action against CJ Logistics for: (1) Failure to Pay All Overtime Wages; (2) Failure to
15 Pay All Sick Time; (3) Failure to Pay All Vested Vacation Time; (4) Meal Period Violations; (5)
16 Rest Period Violations; (6) Wage Statement Violations; (7) Waiting Time Penalties; (8) Unfair
17 Competition; (9) Failure to Pay All Minimum Wages; and (10) PAGA Penalties.

18 8. The putative class is defined in the SAC as all non-exempt employees who work
19 or worked for CJ Logistics in California during the four years immediately preceding the filing of
20 the complaint through the date of trial. However, before the SAC was filed, CJ Logistics faced
21 all of the same claims that the Named Plaintiffs assert here in *Coba et al. v. DSC Logistics, Inc.*,
22 San Bernardino Superior Court, Case No. 1929135, filed on October 2, 2019 ("*Coba*"). Before
23 reaching the class certification stage, *Coba* was resolved in a court-approved class action
24 settlement. The *Coba* release runs through October 6, 2020. Since all of the claims asserted in
25 the present Action are covered by the *Coba* settlement, the Named Plaintiffs' claims are barred up
26 through and including October 6, 2020 by the class action settlement in *Coba*.

27 9. As part of the agreement, the Parties agreed that the Settlement would encompass
28 the claims of William Shearer ("Shearer"), David Lamount Gayles ("Gayles"), and Josue

1 Buenrostro (“Buenrostro”), who had separately filed lawsuits in the Riverside County Superior
2 Court, Riverside County Superior Court Case No. CVRI2405129 (the “*Shearer* Action”), and
3 Riverside County Superior Court Case No. CVRI2405251 (the “*Gayles, et al.* Action”). As a
4 material term of this Agreement, CJ Logistics agrees to stipulate to add Shearer, Gayles, and
5 Buenrostro as plaintiffs in this action by filing a Third Amended Complaint (the “TAC” or the
6 “Action”), asserting the same causes of action and allegations set forth in the SAC, the *Shearer*
7 Action, and the *Gayles, et al.* Action, following which, Shearer, Gayles, and Buenrostro agree to
8 dismiss the *Shearer* Action and the *Gayles, et al.* Action without prejudice.

9 10. As a material term of this Agreement, the Settling Parties agree to stipulate to
10 remand the Action to state court, San Bernardino County Superior Court, Case No.
11 CIVSB2207118, for purposes of seeking settlement approval.

12 11. During the course of this Action, the Settling Parties have engaged in significant
13 investigation of the facts at issue and have exchanged extensive documents and information,
14 which have allowed the Settling Parties to fully assess the value of the claims involved.

15 12. The Settling Parties have now agreed to avoid further litigation and to settle and
16 resolve the Action to the fullest extent permitted by law and without any admission of liability or
17 wrongdoing by either party. Named Plaintiffs and their counsel have concluded that the
18 Settlement reflected herein is fair, reasonable, and in the best interests of the Settlement Class and
19 respectfully request that the Settlement be approved by the Court.

20 13. This Agreement shall become effective upon the “Effective Date,” as set forth in
21 Section VII below. The Settling Parties hereby agree to do all things and to engage in all
22 procedures reasonably necessary and appropriate to obtain final Court approval of this
23 Agreement, in consideration for: (a) the payment by Defendant of the consideration described
24 herein, subject to the terms, conditions, and limitations of this Agreement; and (b) the release of
25 claims by the members of the Settlement Class (including, without limitation, the Named
26 Plaintiffs and the PAGA Group), as described in Paragraphs 62 through 65 of this Agreement,
27 and entry of Judgment thereafter.
28

II.
PAYMENTS TO THE SETTLEMENT CLASS, CLASS COUNSEL, THE NAMED PLAINTIFFS, AND THE SETTLEMENT ADMINISTRATOR

14. Subject to Court approval and the provisions of this Agreement, Defendant shall pay a total of two million one hundred and fifty thousand U.S. Dollars and no cents (\$2,150,000.00), in consideration of the settlement of this Action and the related release of all claims members of the Settlement Class (including, without limitation, the Named Plaintiffs and the PAGA Group) may have against Defendant, as contained in Paragraphs 62 through 65 of this Agreement—an amount that shall be referred to in this Agreement as the “Gross Settlement Value” or “GSV.”

15. No portion of the Gross Settlement Value shall be disbursed or distributed until after the Effective Date.

16. The Gross Settlement Value is the maximum amount that Defendant shall be required to pay for settlement of this Action (except as provided in Paragraph 17 herein). The Gross Settlement Value will cover payments to the Settlement Class, as further defined in Section III of this Agreement, payments to the PAGA Group, as defined in Section IV of this Agreement, additional compensation to the Named Plaintiffs as representative of the Settlement Class and the PAGA Group, the cost of claims administration and notice, compensation to the LWDA under PAGA, and attorneys’ fees and reimbursement of litigation costs and expenses to Class Counsel. No portion of the Gross Settlement Value shall revert to the Defendant.

17. Defendant represents that there are an estimated 112,000 workweeks worked by the approximately 2,008 Settlement Class members during the Class Period (defined herein). If the number of total workweeks worked by Settlement Class members as reported to the Settlement Administrator following preliminary approval is more than 10% greater than this figure (*i.e.*, if there are 123,201 or more total workweeks), Defendant shall have the option to either: (a) increase the Gross Settlement Value on a proportional basis (e.g., if there was 15% increase in total workweeks, Defendant would increase the Maximum Settlement Amount by 5%); or (b) end the Class Period and PAGA Period on the date when the number of workweeks reached 123,200.

III.
CLASS CERTIFICATION FOR SETTLEMENT PURPOSES

18. Solely for the purposes of this Settlement, and subject to Court approval, the Settling Parties hereby stipulate to class certification of a Settlement Class comprised of all persons who were employed by the Defendant within the State of California as hourly, non-exempt employees at any time from October 7, 2020 to the date of the Court's order granting preliminary approval of this Settlement (the "Class Period"). The Settlement Class includes the PAGA Group, as defined below.

19. If this Agreement is terminated pursuant to its terms, disapproved by any court (including any appellate court), and/or not consummated for any reason, or the Effective Date for any reason does not occur, the order certifying the Settlement Class for purposes of effectuating this Agreement, and all preliminary and/or final findings regarding that class certification order, shall be automatically vacated upon notice of the same to the Court, the Action shall proceed as though the Settlement Class had never been certified pursuant to this Agreement and such findings had never been made, the Action shall return to the procedural status quo in accordance with this Paragraph, and nothing in this Agreement or other papers or proceedings related to the Settlement shall be used as evidence or argument by anyone concerning whether the Action may properly be maintained as a class action, whether the purported class is ascertainable, whether there is sufficient commonality, whether the Named Plaintiffs' claims are typical of that of the class, or whether Class Counsel or the Named Plaintiffs can adequately represent any individuals under applicable law.

20. Except as otherwise provided in this Agreement, persons who file valid and timely Requests for Exclusion from this Settlement with the Settlement Administrator in accordance with the provisions of this Agreement shall not be included in the Settlement Class, shall not share in the distribution of the Gross Settlement Value allocable to class claims, and will not be bound by the terms of this Agreement, except as otherwise provided in this Agreement with respect to members of the PAGA Group, as defined in Section IV below.

1 **IV.**
2 **THE PAGA GROUP**

3 21. The Settlement Class includes the “PAGA Group,” which consists of all persons
4 who were employed by Defendant within the State of California as hourly, non-exempt
5 employees at any time from April 6, 2021 to the date of the Court’s order granting preliminary
6 approval of this Settlement (the “PAGA Period”).

7 22. The Settling Parties will seek approval from the Court for a “PAGA Payment” of
8 one hundred thousand U.S. Dollars and no cents (\$100,000), which shall be paid from the GSV.
9 Seventy-five percent (75%) of the PAGA Payment will be paid to the LWDA pursuant to
10 California Labor Code § 2699(i) (the “LWDA Payment”) and twenty-five percent (25%) of the
11 PAGA Payment will be distributed to the PAGA Group (the “PAGA Group Payment”) as further
12 set forth herein. All members of the PAGA Group will be sent their share of the PAGA Payment
13 and will be subject to the release of PAGA claims set forth in Paragraph 63 below, whether or not
14 they file Requests for Exclusions with the Settlement Administrator. One hundred percent
15 (100%) of the PAGA Payment is in settlement of claims for penalties and not subject to wage
16 withholdings, and shall be reported on an IRS Form 1099.

17 **V.**
18 **APPOINTMENT OF NAMED PLAINTIFFS’ COUNSEL AS SETTLEMENT CLASS**
19 **AND PAGA COUNSEL AND SETTLEMENT ADMINISTRATOR**

20 23. Subject to the Court’s approval, the Settling Parties hereby stipulate to the Court’s
21 appointment of Haines Law Group, APC, Bokhour Law Group, P.C., Falakassa Law, P.C., The
22 Gould Law Firm, Lavi & Ebrahimian, LLP, and James Hawkins APLC as counsel for the
23 Settlement Class and the PAGA Group (“Class Counsel”).

24 24. Subject to Court approval, the Settling Parties jointly propose Phoenix Settlement
25 Administrators as the third-party company to be appointed as “Settlement Administrator” for this
26 Settlement. The Settlement Administrator will be responsible for calculating and distributing the
27 share of the Settlement provided to each Settlement Class Member who does not file a Request
28 for Exclusion and to each member of the PAGA Group, regardless of whether he or she files a
Request for Exclusion; mailing the notices required in this Agreement; receiving and logging

1 Requests for Exclusion; researching and updating addresses through skip-traces and similar
2 means; answering questions from Settlement Class Members and members of the PAGA Group;
3 reporting on the status of the Settlement to the Settling Parties; preparing requested declarations
4 regarding its due diligence in completing and facilitating the claims administration process;
5 providing the Settling Parties with data regarding the filing of Requests for Exclusion and the
6 calculation of distributions; establishing and maintaining a distribution account for purposes of
7 distributing settlement checks and attorneys' fees and costs, the Enhancement Award, and the
8 PAGA payment to the LWDA; calculating withholding amounts and other tax obligations; and
9 performing such other tasks as required to administer this Agreement or as directed by the
10 Settling Parties.

11 **VI.**
12 **SETTLEMENT APPROVAL AND ADMINISTRATION PROCEDURES**

13 25. The Settling Parties' settlement of this Action, and their rights and obligations
14 hereunder, are expressly conditioned on both the Court's preliminary and final approval of this
15 Settlement. Preliminary approval shall be through the entry of an "Order of Preliminary
16 Approval," which Class Counsel shall file concurrently with the Motion for Preliminary
17 Approval. Class Counsel shall send drafts of the Motion for Preliminary Approval and Order of
18 Preliminary Approval to Counsel for Defendant at least seven (7) calendar days prior to filing the
19 same.

20 26. Among other things, the Motion for Preliminary Approval shall (a) set forth the
21 terms of this Agreement and/or attach this Agreement as an exhibit, (b) include proposed forms of
22 all notices and other documents necessary to implement the Agreement, and (c) seek a Court
23 order to grant preliminary approval of the Settlement, certify the Settlement Class for settlement
24 purposes only, and set a date for the settlement fairness or final approval hearing ("Final
25 Approval Hearing"). The Proposed Order of Preliminary Approval shall provide for notice of the
26 Settlement and related matters to the Settlement Class as specified in this Agreement.

27 27. At the same time Class Counsel files the Motion for Preliminary Approval and
28 Order of Preliminary Approval, Class Counsel shall submit a copy of this Agreement to the

1 LWDA pursuant to California Labor Code § 2699(l)(2).

2 28. Not later than thirty (30) calendar days after receipt of notice of the Court's entry
3 of the Order of Preliminary Approval, and to the extent possible based on the presence of
4 information in its records, Defendant shall provide the Settlement Administrator a spreadsheet in
5 electronic format that contains, for each Settlement Class Member, his/her name; Social Security
6 number; last known mailing address, telephone number, and email address; the number of
7 workweeks he/she was employed during the Class Period; and the number of pay periods he/she
8 was employed during the PAGA Period (if any) ("Class Member Contact Information").

9 29. At a mutually convenient time, but no later than ten (10) calendar days after the
10 Settlement Administrator's receipt of Class Member Contact Information, Defendant shall meet-
11 and-confer with the Settlement Administrator regarding the format of the spreadsheet referenced
12 in Paragraph 27 and cooperate to provide any additional information which the Settlement
13 Administrator may request that is reasonable and necessary for the purpose of administering the
14 terms of this Agreement.

15 30. Class Counsel shall timely prepare and file all papers related to the Motion for
16 Final Approval of the Settlement ("Final Approval Motion"). At least seven (7) calendar days
17 before doing so, Class Counsel will send drafts of such papers to Defendant's counsel for
18 comments. With the Final Approval Motion, Class Counsel will file a Proposed Order of Final
19 Approval and Final Judgement ("Proposed Final Approval Order"), unless otherwise directed by
20 the Court. The Final Approval Motion and Proposed Final Approval Order shall be consistent
21 with the terms of this Agreement and, inter alia, shall reflect the Settlement and entry of judgment
22 of this Action, retain jurisdiction pursuant to Cal. Rule of Court Rule 3.769(h), and approve the
23 Settlement pursuant to the terms of this Agreement.

24 31. Within ten (10) calendar days of the Court's entry of the Final Approval Order and
25 Judgment (as defined in Paragraph 32(d)), Class Counsel will submit a copy of the Final
26 Approval Order and Judgment with the LWDA pursuant to California Labor Code § 2699(l)(3).

**VII.
THE EFFECTIVE DATE**

32. This Agreement shall become final and effective on the occurrence of all of the following events described in this Paragraph 32, subparagraphs (a) through (e) (the “Effective Date”):

(a) The Settlement is executed by the Settling Parties, Class Counsel, and Defendant’s counsel.

(b) Entry by the Court of an Order of Preliminary Approval as discussed in Section VI of this Agreement, appointment of Class Counsel as described in Section V of this Agreement, appointment of a Settlement Administrator as described in Section V of this Agreement, and the expiration of the time period for Defendant to withdraw from this Agreement as described in Paragraph 34 of this Agreement.

(c) Class Counsel filing, at or before the Final Approval Hearing, a declaration from the Settlement Administrator:

(i) Certifying that notice was sent to each Settlement Class member in accordance with Section XII of this Agreement and the Order of Preliminary Approval; and

(ii) Delineating the number of Settlement Class Members who submitted timely Requests for Exclusion.

(d) Entry by the Court of an Order and Judgment Granting Final Approval (the “Final Approval Order and Judgment”).

(e) The occurrence of the “Effective Date of Judgment,” which shall be deemed to be the last to occur of the following:

(i) If an appeal or other review is not sought from the Final Approval Order and Judgment, the sixty-fifth (65th) calendar day after the Final Approval Order and Judgment is signed and entered by the Court; or

(ii) If an appeal or other review is sought from the Final Approval Order and Judgment, five (5) court days after the Final Approval Order and

Judgment is affirmed or the appeal or other review is dismissed or denied, and the judgment is no longer subject to judicial review or other challenge.

**VIII.
FAILURE OF THE EFFECTIVE DATE TO OCCUR OR OPT-OUTS IN EXCESS OF
FIVE PERCENT**

33. If the Effective Date does not occur, this Agreement shall be void, except as otherwise stated in Paragraph 69. In such event:

(a) Nothing in this Agreement shall be construed as a determination, admission, or concession of any substantive or procedural issue in this Action, and nothing in this Agreement may be offered into evidence in any hearing or trial, or in any subsequent pleading or in any other judicial, arbitral, or administrative proceeding;

(b) The Settling Parties expressly reserve their rights with respect to the prosecution and defense of this Action as if this Agreement never existed. In particular, Defendant does not waive, but rather expressly reserves, all rights to challenge any and all claims and allegations asserted in this Action upon all procedural and substantive grounds, including, without limitation, the ability to challenge class action treatment on any grounds and to assert any and all potential defenses or privileges. The Settling Parties agree that Defendant retains and reserves these rights, and they agree not to take a position to the contrary. Specifically, the Settling Parties agree that, if this Action were to proceed, they will not present any argument based on this Agreement, or any exhibit, attachment, act performed, or document executed related to this Agreement; and

(c) The Settling Parties shall each bear half (50%) of any costs for notice or claims administration incurred by the Settlement Administrator through the date that the Settlement is determined to be void unless the Settlement is nullified by Defendant pursuant to the terms set forth in Paragraph 34, in which case Defendant shall be responsible for all costs of administration.

34. The Settlement Administrator shall provide written notice to Class Counsel and Defendant's counsel no later than fourteen (14) calendar days after the Response Deadline, as defined in Paragraph 52 of this Agreement, with a complete list of the Settlement Class Members

1 who have timely requested exclusion from the class. Defendant, in its sole and independent
2 discretion, shall have the right, but not the obligation, to revoke this Agreement if Requests for
3 Exclusion from the Settlement are filed by Settlement Class Members representing more than five
4 percent (5%) of all Settlement Class Members. If Defendant chooses to exercise this option, the
5 effect will be precisely the same as if one of the events specified in Paragraph 32 did not occur.
6 Defendant must exercise this right, if at all, within ten (10) calendar days after receipt of the
7 written notice from the Settlement Administrator discussed in this Paragraph 34.

8 **IX.**
9 **ATTORNEYS' FEES, COSTS AND EXPENSES, PAYMENT TO THE LWDA, AND**
10 **ENHANCEMENT AWARDS**

11 35. This Action alleges a claim for attorneys' fees and costs pursuant to, inter alia, the
12 California Labor Code. The Settling Parties agree that any and all such claims for attorneys' fees
13 and costs have been settled as a part of this Agreement.

14 36. Defendant recognizes that Class Counsel will apply to the Court for an award of
15 attorneys' fees in an amount up to, but not more than, one-third of the GSV, as well as an award
16 for actual costs and expenses, not to exceed \$60,000.00, incurred up to the date of filing of said
17 application. Defendant will not oppose Class Counsel's application for the amounts described in
18 this Paragraph 36, and Class Counsel's application under this Paragraph 36 shall be scheduled for
19 determination at the Final Approval Hearing. Any amounts awarded pursuant to this Paragraph
20 36 shall be paid from the GSV. The Named Plaintiffs, Class Counsel, and Settlement Class
21 Members (including, without limitation, members of the PAGA Group) shall not seek payment of
22 attorneys' fees or reimbursement of costs or expenses except as set forth herein. Defendant shall
23 not be liable for or obligated to pay any fees, expenses, costs, or disbursements to, or incur any
24 expense on behalf of, any person or entity, either directly or indirectly, in connection with this
25 Action other than the amount or amounts expressly provided for in this Agreement.

26 37. Defendant recognizes that, at the same time the application under Paragraph 36 is
27 made, Class Counsel will also apply to the Court for an additional award of ten thousand U.S.
28 dollars and no cents (\$10,000.00) for the Named Plaintiffs John Ledbetter, Robert Aaron, Joseph
Hicks, and Antonio Segovia, and five thousand U.S. dollars and no cents (\$5,000.00) for the

1 Named Plaintiffs William Shearer, Josue Buenrostro, and David Lamount Gayles, as reasonable
2 additional compensation for the prosecution of the claims in this Action, the time and effort
3 expended by them in doing so, and in consideration for the claims released herein (the
4 “Enhancement Award”). Defendant will not oppose Class Counsel’s application under this
5 Paragraph 37. Any Enhancement Award shall be paid from the GSV. Any Enhancement Award
6 will be in addition to the amount that the Named Plaintiffs may be entitled to receive on account
7 of their own individual claims pursuant to Section XI of this Agreement; however, the releases set
8 out in Paragraphs 62 through 65 of this Agreement shall bind the Named Plaintiffs regardless of
9 their claims as Settlement Class Members and/or members of the PAGA Group, and the
10 Enhancement Award shall be adequate consideration for said releases. The Named Plaintiffs,
11 Class Counsel, and/or Settlement Class Members shall not seek payment of any additional
12 enhancement awards except as set forth herein.

13 38. As provided in Paragraph 22 above, the Settlement Administrator will allocate
14 from the GSV the PAGA Payment, to cover penalties under PAGA. The Settlement
15 Administrator will pay seventy-five percent (75%) of the PAGA Payment to the LWDA pursuant
16 to California Labor Code Section 2699(i). The remaining twenty-five percent (25%) of the
17 PAGA Payment will be distributed to the PAGA Group as set forth below.

18 39. Any awards pursuant to Paragraphs 36 and 37, as well as payment to the LWDA
19 and the PAGA Group, will be funded solely and completely from the GSV, and in no event shall
20 Defendant be obligated to pay any payments that would make Defendant’s total payment towards
21 the Settlement in excess of the GSV (except as provided in Paragraph 17 herein).

22 40. If the Court does not approve the total amount of attorneys’ fees, costs, and/or
23 Enhancement Award requested by Class Counsel pursuant to Paragraphs 36 and/or 37, any
24 remaining portion of the requested amount will be added to the Net Settlement Value (as that
25 term is defined in Paragraph 43(f) of this Agreement).

26 41. Any proceedings or Court decisions related to Class Counsel’s application for
27 attorneys’ fees, costs and expenses, and/or the Enhancement Award, shall not terminate or cancel
28 this Agreement, or otherwise affect the finality of the Final Approval Order and Judgment, or

1 affect the settlement and releases set forth herein concerning this Action. Further, nothing in this
2 Agreement shall prevent, waive, impair, or impinge upon Class Counsel's right to appeal the
3 Court's decision related to the application for attorneys' fees, costs, and expenses, and/or the
4 Enhancement Award.

5 42. Class Counsel shall have the sole and absolute discretion to allocate the Attorneys'
6 Fees and Expenses amongst Class Counsel and any other attorneys. Defendant shall have no
7 liability or other responsibility for allocation of any such attorneys' fees and expenses awarded,
8 and, in the event that any dispute arises relating to the allocation of fees, Class Counsel agree to
9 hold Defendant harmless from, and indemnify Defendant with respect to, any and all such
10 liabilities, costs, and expenses, including attorneys' fees and dispute costs, of such dispute.

11 **X.**
12 **PLAN OF ALLOCATION AND DISTRIBUTION OF THE GSV**

13 43. The GSV shall be allocated, in order, as follows:

14 (a) First, to any attorneys' fees and reasonable and necessary costs and
15 expenses of Class Counsel, as may be awarded by the Court pursuant to Paragraph 36 of
16 this Agreement.

17 (b) Second, to any Enhancement Award as may be awarded by the Court
18 pursuant to Paragraph 37 of this Agreement.

19 (c) Third, to the costs and expenses incurred by, or fees imposed by, the
20 Settlement Administrator in performing its duties under this Agreement, which are
21 currently estimated to be no more than \$21,000.00.

22 (d) Fourth, to the LWDA Payment for the payment to the LWDA of penalties
23 under the PAGA.

24 (e) Fifth, to the PAGA Group Payment for the payment to the PAGA Group of
25 penalties under the PAGA.

26 (f) Sixth, to the "Net Settlement Value" or "NSV." The Net Settlement Value
27 or NSV shall be defined as the maximum possible value of the GSV less the items
28 described in Paragraphs 43(a) through 43(e) above. The Net Settlement Value shall be

1 made available to the Settlement Class as described in Section XI of this Agreement. The
2 Settlement Administrator shall be responsible for the allocation and distribution of the Net
3 Settlement Value to Settlement Class Members who do not file Requests for Exclusion
4 from the Settlement.

5 44. The Settlement Administrator shall make payments only from the GSV, only
6 pursuant to the terms of this Agreement, and only after the Effective Date.

7 45. For the purpose of calculating applicable taxes:

8 (a) Each settlement payment from the NSV ("Class Member Payment") shall
9 be classified as follows: (1) ten percent (10%) to unpaid wages, (2) eighty percent (80%)
10 to penalties, and (3) ten percent (10%) to interest.

11 (b) One hundred percent (100%) of the Enhancement Award will be allocated
12 to ordinary income, payable on an IRS Form 1099.

13 (c) One hundred percent (100%) of the PAGA Group Payment is in settlement
14 of claims for penalties and not subject to wage withholdings, and shall be reported on an
15 IRS Form 1099.

16 (d) Each Settlement Class Member and member of the PAGA Group shall be
17 individually responsible for his or her share of taxes attributable to the receipt of any Class
18 Member Payment and/or PAGA Group Payment.

19 (e) In addition to the GSV, Defendant shall separately pay any employer-side
20 payroll taxes.

21 **XI.**
22 **CALCULATION OF PAYMENTS TO THE SETTLEMENT CLASS AND PAGA GROUP**

23 46. As soon as practicable after receiving the spreadsheet referenced in Paragraph 28,
24 the Settlement Administrator shall perform the following calculations to determine the payments
25 made to members of the PAGA Group and the Settlement Class.

26 47. Payments to the PAGA Group:
27
28

1 (a) The Settlement Administrator will divide the PAGA Group Payment by the
2 total number of pay periods of all members of the PAGA Group during the PAGA period
3 to calculate the “Pay Period PAGA Payment.”

4 (b) The Settlement Administrator will calculate each member of the PAGA
5 Group’s “Individual PAGA Payment” by multiplying the “Pay Period PAGA Payment”
6 by the number of pay period that the member of the PAGA Group was employed during
7 the PAGA Period.

8 (c) Members of the PAGA Group will receive an Individual PAGA Payment
9 and will release their PAGA claims pursuant to Paragraphs 63 and 64 below whether or
10 not they file a Request for Exclusion from this Settlement.

11 48. Payments to the Settlement Class:

12 (a) The Settlement Administrator will divide the NSV by the total number of
13 workweeks of all Settlement Class Members during the Class Period to calculate the
14 “Workweek Class Payment.”

15 (b) The Settlement Administrator will calculate each Settlement Class
16 Member’s “Individual Class Payment” by multiplying the Workweek Class Payment by
17 the number of workweeks the Settlement Class Member worked during the Class Period.

18 49. The same person may be both a Settlement Class Member and a member of the
19 PAGA group and, if so, will be entitled to receive both an Individual Class Payment and an
20 Individual PAGA Payment.

21 **XII.**
22 **GIVING CLASS NOTICE AND PROCESSING REQUESTS FOR EXCLUSION**

23 50. No later than ten (10) calendar days after receipt of the spreadsheet referenced in
24 Paragraph 28, and subject to the requirements of the Preliminary Approval Order and this
25 Agreement, the Settlement Administrator shall send a notice by first-class U.S. Mail, proper
26 postage prepaid and postmarked on the same day, to all Settlement Class Members whose
27 addresses are known, substantially in the form attached hereto as Exhibit A (“Settlement
28 Notice”). The Settlement Administrator shall prepare a certified Spanish translation of the

1 Settlement Notice and include a copy of the same in each mailing. Any expenses associated with
2 this translation shall be paid from the GSV. Prior to the mailing of the Settlement Notice, the
3 Settlement Administrator shall perform a search based on the National Change of Address
4 Database for information to update and correct for any known or identifiable address changes.

5 51. The Settlement Notice shall advise each Settlement Class Member of his or her
6 rights under this Settlement, provide the date, time, and location of the Final Approval Hearing,
7 and include instructions on how to exclude oneself from the Settlement and how to object to the
8 Settlement. The Settlement Notice shall state the number of pay periods the Settlement Class
9 Member is credited with being employed during the Class Period. The Settlement Notice shall
10 also contain the estimated dollar value of the Settlement Class Member's share of the Settlement,
11 including both of his or her Individual Class Payment and his or her Individual PAGA Payment,
12 if any, assuming Class Counsel's requests under Paragraphs 36 and 37 of this Agreement in their
13 entirety and the Settlement Administrator's fees remain the same as estimated in Paragraph 43(c)
14 of this Agreement.

15 52. The Settlement Notice will indicate that Settlement Class Members may elect to
16 opt out of the Settlement, relinquishing their rights to their Individual Class Payments (but not
17 their Individual PAGA Payments). A Settlement Class Member who opts out of the Settlement
18 will not release his or her claims pursuant to this Agreement, except for PAGA claims, which
19 shall be released pursuant to Paragraph 63 of this Agreement, whether or not the Settlement Class
20 Member opts out of the Settlement. Settlement Class Members wishing to opt out of the
21 Settlement must send to the Settlement Administrator by U.S. Mail a written "Request for
22 Exclusion," as described in the Settlement Notice, such that it is actually received by the
23 Settlement Administrator with a postmark reflecting a date within sixty (60) calendar days from
24 the date of mailing of the Settlement Notice ("Response Deadline"). The Request for Exclusion
25 must be signed by the Settlement Class Member and include (a) his or her full name; (b) his or
26 her current address and telephone number; (c) a clear statement communicating that he or she
27 elects to be excluded from the Settlement Class; (d) the last four digits of his or her Social
28 Security number; and (e) the case name and case number of the Action. Except as otherwise

1 provided for in this Agreement, Settlement Class Members who fail to submit a valid Request for
2 Exclusion on or before the Response Deadline shall be bound by all terms of this Agreement and
3 the Final Approval Order and Judgment. So-called “mass” or “class” opt outs shall not be
4 allowed.

5 53. The Settlement Notice will indicate that any Settlement Class Member who
6 intends to object to the fairness, reasonableness, and/or adequacy of the Settlement should file the
7 written objection with the Court (or through any other method through which the Court will
8 accept objections, if any) no later than the Response Deadline. Each Settlement Class Member
9 who objects should set forth in his or her written objection: (a) his or her full name; (b) current
10 address; (c) a written statement of his or her objection(s) and the reasons for each objection; (d) a
11 statement of whether he or she intends to appear at the Final Approval Hearing (with or without
12 counsel); (e) his or her signature; and (f) the case name and case number of the Action. A
13 Settlement Class Member may also choose to appear at the Final Fairness Hearing to object
14 irrespective of whether a written objection was submitted and make arguments regarding the
15 Settlement. Named Plaintiffs agree that they and their counsel will not object to the Settlement.
16 A Settlement Class Member cannot submit both a Request for Exclusion from and an objection to
17 the Settlement.

18 54. Any Settlement Notices returned to the Settlement Administrator as non-
19 deliverable on or before the Response Deadline shall be sent via regular first-class U.S. mail to
20 the forwarding address affixed thereto within five (5) business days of receipt and the Settlement
21 Administrator shall indicate the date of such re-mailing on the Settlement Notice. If no
22 forwarding address is provided, the Settlement Administrator shall promptly attempt to determine
23 the correct address using a skip-trace, or other search using the name, address, and/or Social
24 Security number of the Settlement Class Member involved, and shall then perform a single re-
25 mailing. Those Settlement Class Members who receive a re-mailed Settlement Notice shall have
26 the latter of (i) an additional ten (10) calendar days from the postmarked date of re-mailing, or (ii)
27 the Response Deadline to postmark a Request for Exclusion from or objection to the Settlement.

28 55. Any Settlement Class Member who disagrees with the number of pay periods he or

1 she is credited with being employed during the Class Period may submit a statement in writing to
2 that effect and enclose documentation supporting said disagreement. The Settlement Notice will
3 provide instructions about how a Settlement Class Member may state his or her disagreement in
4 this regard. The Settlement Administrator will be solely responsible for resolving any
5 discrepancies between Defendant's documentation and conflicting information provided by a
6 Settlement Class Member, and said resolution by the Settlement Administrator shall be final and
7 binding on all parties, and non-appealable. Once the Settlement Administrator resolves a given
8 discrepancy, it will notify the Settlement Class Member of its decision in writing within ten (10)
9 calendar days. Defendant agrees to provide additional information which is reasonable and
10 necessary for the Settlement Administrator to resolve any such discrepancies, to the extent such
11 information is available within its records and reasonably accessible. Regardless of whether his
12 or her disagreement with the number of pay periods is resolved by the Response Deadline, a
13 Settlement Class Member must still submit a Request for Exclusion by no later than the Response
14 Deadline in order to opt out of the Settlement.

15 56. The Settlement Notice shall contain the release and waiver of claims against
16 Settling Defendants contained in Paragraphs 62, 63, and 65 of this Agreement, and an easily
17 understood statement alerting Settlement Class Members that by failing to submit a Request for
18 Exclusion the individual is executing a release and waiver of the Released Class Claims (as
19 defined in Paragraphs 62, 63, and 65 of this Agreement). The Settlement Notice shall also
20 contain an easily understood statement explaining that, if the Settlement Class Member is also a
21 member of the PAGA Group (i.e., he or she was employed by Defendant during the PAGA
22 Period), he or she will be bound by the release of PAGA claims set forth in Paragraph 63 of this
23 Agreement, irrespective of whether he or she submits a Request for Exclusion.

24 57. If a Settlement Class Member submits a timely Request for Exclusion on or before
25 the Response Deadline that is defective as to the requirements listed herein, that Settlement Class
26 Member shall be given an opportunity to cure the defect(s). The Settlement Administrator shall
27 mail the Settlement Class Member a cure letter within three (3) court days of receiving the
28 defective submission to advise the Settlement Class Member that his or her submission is

1 defective and that the defect must be cured to render the Request for Exclusion valid. The
2 Settlement Class Member shall have until the later of (i) the Response Deadline or (ii) ten (10)
3 calendar days from the postmarked date of the mailing of the cure letter, to postmark a revised
4 Request for Exclusion such that it is actually received by the Settlement Administrator. If the
5 revised Request for Exclusion is not postmarked within that period and received by the
6 Settlement Administrator, it shall be deemed untimely.

7 58. If a Settlement Class Member files both a timely and complete Request for
8 Exclusion and a timely and complete objection to the Settlement, the later-dated document shall
9 control. If a Settlement Class Member files both a timely Request for Exclusion and a timely
10 objection to the Settlement, but only one document is complete, the complete document shall
11 control. If a Settlement Class Member files both a Request for Exclusion and an objection to the
12 Settlement simultaneously, and both are timely and complete, the Settlement Administrator shall
13 attempt to contact the individual and determine his or her intent. If said contact is unsuccessful,
14 the Request for Exclusion shall control.

15 **XIII.** 16 **DISTRIBUTION OF THE SETTLEMENT**

17 59. Defendant shall pay the GSV to the Settlement Administrator not later than ten
18 (10) court days after the Effective Date. The Settlement Administrator shall deposit the GSV in a
19 distribution account immediately upon receipt of the fund transfer discussed in this Paragraph 59.
20 Once Defendant pays the GSV to the Settlement Administrator, any risk of loss of the GSV shall
21 pass from Defendant to the Settlement Administrator.

22 60. Within fourteen (14) calendar days of its receipt of the GSV, the Settlement
23 Administrator shall make the payments described in Section XI of this Agreement (“Member
24 Payments”), which shall include Individual Class Payments, less applicable withholdings, to
25 Settlement Class Members who did not submit valid Requests for Exclusion, and Individual
26 PAGA Payments to members of the PAGA Group. The Settlement Administrator will make
27 these distributions via first-class mail.

28 61. After the Settlement Administrator mails out the Member Payments, Settlement

1 Class Members shall have one hundred and eighty (180) calendar days to cash or deposit the
2 check that was mailed to them. After one hundred and eighty (180) calendar days from the date
3 of mailing, the checks shall become null and void, and any monies remaining in the distribution
4 account shall be distributed to Working Wardrobes, the Parties' agreed-upon *cy pres* designee.
5 The Settling Parties agree that this disposition results in no unpaid residue, as the entire GSV will
6 be paid out, regardless of whether all Settlement Class Members cash their Settlement Checks.
7 Therefore, Defendant will not be required to pay any interest on said amount.

8 **XIV.**
9 **RELEASES**

10 62. Upon occurrence of the Effective Date and payment of payments due under the
11 terms of the settlement, and in exchange for the consideration, undertakings, and covenants
12 agreed to by Defendant in this Agreement, and to the fullest extent permitted by applicable law,
13 the Settlement Class will release and discharge Defendant, and all of its respective past and
14 present employees, directors, officers, attorneys, representatives, insurers, agents, parents,
15 subsidiaries, affiliates, related companies, predecessors, successors, lessees, and assigns, and any
16 entity that could be jointly liable with any of these (individually and collectively "Defendant
17 Releasees") from and with respect to all actions, causes of action, suits, liabilities, claims, and
18 demands whatsoever, and each of them, whether known or unknown, which the Settlement Class
19 or individual members thereof, has, had, or hereafter may claim to have, against Defendant
20 Releasees, or any of them, which arose during the Class Period and are based on, arise from, or
21 reasonably relate to any and all claims and allegations in this Action, as well as any and all claims
22 and allegations that could have been raised in this Action based on the allegations asserted
23 therein, which include, by way of description, but not by way of limitation, claims on behalf of
24 the Settlement Class alleging that Defendant failed to provide Settlement Class Members with
25 legally compliant meal periods, failed to provide Settlement Class Members with legally
26 compliant rest breaks, failed to provide Settlement Class Members with all wages due, including
27 minimum wages, regular wages, wages at the regular rate of pay, and overtime wages, failed to
28 provide Settlement Class Members with all sick time and vested vacation time due, failed to

1 provide Settlement Class Members with compliant wage statements, failed to timely pay
2 Settlement Class Members all wages due upon termination, and engaged in Unfair Business
3 Practices as well as any other claims under constitutional, statutory, and/or common law that
4 reasonably relate to any of the claims described in this Paragraph 62 (“Released Class Claims”).
5 For the avoidance of doubt, Released Class Claims shall include claims under the Fair Labor
6 Standards Act (“FLSA”) which could have been pursued based on the allegations in this Action,
7 and the settlement check provided to each Settlement Class Member shall include a notation
8 indicating that by cashing or depositing the settlement check the Settlement Class Member shall
9 opt in to a settlement of FLSA claims.

10 63. Upon occurrence of the Effective Date and payment of payments due under the
11 terms of the settlement, and in exchange for the consideration, undertakings, and covenants
12 agreed to by Defendant in this Agreement, and to the fullest extent permitted by applicable law,
13 the PAGA Group will release and discharge the Defendant Releasees from and with respect to all
14 actions, causes of action, suits, liabilities, claims, and demands under the California Labor Code
15 Private Attorneys’ General Act (*i.e.*, PAGA), whether known or unknown, which the PAGA
16 Group or individual members thereof, has, had, or hereafter may claim to have, against Defendant
17 Releasees, or any of them, which arose during the PAGA Period and are based on, arise from, or
18 reasonably relate to the PAGA claim and allegations in this Action, as well as any and all claims
19 and allegations that could have been raised in this Action based on the allegations asserted therein
20 or in the PAGA notice, which include, by way of description, but not by way of limitation, claims
21 under PAGA on behalf of PAGA Group alleging that Defendant failed to provide members of the
22 PAGA Group with legally compliant meal periods, failed to provide members of the PAGA
23 Group with legally compliant rest breaks, failed to provide members of the PAGA Group with all
24 wages due, including minimum wages, regular wages, wages at the regular rate of pay, and
25 overtime wages, failed to provide members of the PAGA Group with all sick time and vested
26 vacation time due, failed to provide members of the PAGA Group with compliant wage
27 statements, and failed to timely pay members of the PAGA Group all wages due upon
28 termination, as well as any other PAGA claims described in this Paragraph 63 (the “Released

1 PAGA Claims”).

2 64. Upon occurrence of the Effective Date and payment of payments due under the
3 terms of the settlement, and in exchange for the consideration, undertakings, and covenants
4 undertaken by Defendant in this Agreement, including but not limited to the payment of the
5 Enhancement Award, and to the fullest extent permitted by applicable law, the Named Plaintiffs
6 will release, discharge, and covenant not to sue the Defendant Releasees with respect to and from
7 any and all claims, charges of discrimination, demands, liens, agreements, contracts, covenants,
8 actions, suits, causes of action, disputed wages, obligations, debts, expenses, attorneys’ fees,
9 damages, penalties, interest, judgments, orders and liabilities of whatever kind or nature in law,
10 equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or
11 not concealed or hidden, which he or she now owns or holds or he or she has at any time
12 heretofore owned or held, arising out of or in any way connected with any relationship with the
13 Defendant Releasees or any other transactions, occurrences, acts or omissions or any loss,
14 damage, or injury whatsoever, known or unknown, suspected or unsuspected, resulting from any
15 act or omission by or on the part of said Defendant Releasees, or any of them, committed or
16 omitted prior to the date of the Court’s Order granting Preliminary Approval (collectively,
17 “Named Plaintiffs’ Claims”). The Settling Parties intend for the Named Plaintiffs’ release to be
18 general and comprehensive in nature and to release all Named Plaintiffs’ Claims and potential
19 Named Plaintiffs’ Claims against Defendant Releasees to the maximum extent permitted by law.
20 Named Plaintiffs’ Claims being released include specifically, by way of description, but not by
21 way of limitation, any and all Named Plaintiffs’ Claims arising out of or in any way related to: (i)
22 any interactions between the Named Plaintiffs and the Defendant Releasees; (ii) the Named
23 Plaintiffs and Defendant’s employment or independent contractor relationship, including the
24 application therefore and separation thereof; (iii) any allegations as to disputed wages,
25 remuneration, and/or other compensation, due by operation of statute, ordinance, regulation, wage
26 order, contract, or quasi-contract; (iv) any federal, state, or local law prohibiting retaliation,
27 discrimination, or harassment on the basis of age, race, color, ancestry, religion, disability, sex,
28 national origin, citizenship, or any other characteristic or activity, including, without limitation,

1 any such claims under Title VII, the California Fair Employment and Housing Act, the California
2 Labor Code, the California IWC Wage Orders, the Employee Retirement Income Security Act,
3 and the Americans with Disabilities Act, Age Discrimination in Employment Act, or any other
4 similar statutes whatever the city, county, state, or country of enactment; (v) any claims under the
5 Family and Medical Leave Act of 1993 and/or the California Family Rights Act; (vi) any
6 transactions, occurrences, acts, statements, disclosures, or omissions occurring prior to the date of
7 the Court's order granting Preliminary Approval; and (vii) any tort or contract claims.

8 **65. Waiver of California Civil Code Section 1542:** Upon occurrence of the
9 Effective Date and payment of payments due under the terms of the settlement, the Named
10 Plaintiffs intend and/or are deemed to intend that this Agreement should be effective as a bar to
11 any and all of the claims released by Paragraphs 62 and 64. In furtherance of this intention, and
12 only as to any and all claims released by Paragraphs 62 and 64, the Named Plaintiffs expressly
13 waive any and all rights or benefits conferred on them by the provisions of Section 1542 of the
14 California Civil Code, or any similar provisions under state, federal, or local law. California Civil
15 Code Section 1542 provides as follows:

16 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**
17 **THAT THE CREDITOR OR RELEASING PARTY DOES**
18 **NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**
19 **FAVOR AT THE TIME OF EXECUTING THE RELEASE**
20 **AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**
21 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT**
22 **WITH THE DEBTOR OR RELEASED PARTY.**

23 As to any and all of the claims released by Paragraphs 62 and 64, the Named Plaintiffs
24 understand fully the statutory language of California Civil Code Section 1542, and, with this
25 understanding, assume all risks for claims released hereunder that have already arisen or may in
26 the future arise, whether known or unknown, suspected or unsuspected, and specifically waive all
27 rights they may have under California Civil Code § 1542, or any similar provision under state,
28 federal, or local law specifically as to claims set forth in Paragraphs 62 and 64. The Named

1 Plaintiffs understand that, if any of the facts relating in any manner to this Action, or to the
2 release and dismissal of claims as provided in this Agreement, are hereafter found to be other than
3 or different from the facts now believed to be true, they have expressly accepted and assumed that
4 risk and agree that this Agreement and the release of claims contained herein and as set forth in
5 Paragraphs 62 and 64 shall nevertheless remain effective. As to any and all of the claims released
6 by Paragraphs 62 and 64, the Named Plaintiffs desire and intend, or are deemed to desire and
7 intend, that this Agreement shall be given full force and effect according to each and all of its
8 express terms and provisions, including those relating to unknown and unsuspected claims, if any,
9 as well as those relating to the claims referred to above.

10 66. Class Counsel and the Named Plaintiffs represent and warrant that—aside from
11 this Action—they have not filed any complaints, charges, lawsuits, or other legal actions with any
12 court or government agency relating to the Named Plaintiffs’ Claims, Released Class Claims, or
13 the Released PAGA Claims. Class Counsel and the Named Plaintiffs further represent and
14 warrant that they have not heretofore assigned or transferred to any person not a party to this
15 Agreement any released matter.

16 67. Pursuant to Rule 3.769(h) of the California Rules of Court, the Court will retain
17 jurisdiction over this Settlement to resolve any disputes arising out of or relating to this
18 Settlement Agreement. In the event that any applications for relief are made, such applications
19 shall be made to the Court.

20 68. Upon the Effective Date and payment of all amounts due under the terms of this
21 Settlement: (a) the Agreement shall be the exclusive remedy for any and all claims released in
22 Paragraphs 62 through 65 above; and (b) Named Plaintiffs and the Settlement Class Members
23 (including members of the PAGA Group) stipulate to be and shall be permanently barred and
24 enjoined by court order from prosecuting against the Defendant Releasees in any federal or state
25 court or any tribunal, any and all of the claims released in Paragraphs 62 through 65 of this
26 Agreement.

**XV.
MODIFICATION OR TERMINATION OF THE SETTLEMENT**

69. If the preconditions necessary to trigger the Effective Date (as set forth in Section VII of this Agreement) are not met, this Agreement shall be cancelled and terminated unless Class Counsel and Defendant's counsel mutually agree in writing to proceed with and effectuate this Agreement. In the event that this Agreement is not approved by the Court or the settlement set forth in this Agreement is terminated or fails to become effective in accordance with its terms, this Paragraph 69, Paragraph 32, and Paragraphs 72 through 74 herein shall survive and be binding on the Parties, but this Agreement shall otherwise be null and void.

70. The terms and provisions of this Agreement may be amended, modified, or expanded by written agreement of the Parties or their counsel, and subject to the approval of the Court where necessary; provided, however that, after entry of the Final Approval Order and Final Judgment, the Parties may by written agreement effect such amendments, modifications, or expansions of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Final Approval Order and Final Judgment and do not materially alter, reduce, or limit the rights of Settlement Class Members under this Agreement.

**XVI.
ADDITIONAL TERMS AND CONDITION**

71. Final Approval Order and Judgment: The Final Approval Order and Judgment shall contain findings and rulings separately approving the PAGA Payment and the settlement of PAGA claims under the Settlement. The Final Approval Order and Judgment shall further state that all Settlement Class Members who did not submit timely and valid Requests for Exclusion shall be bound by the releases and waivers set forth in Paragraphs 62 and 65 of this Agreement, and that all members of the PAGA Group shall be bound by the releases and waivers set forth in Paragraph 63 of this Agreement, whether or not such members of the PAGA Group submitted timely and valid Requests for Exclusion. The Final Approval Order and Judgment shall contain findings and rulings to the effect that Settlement Class Members have released the Released Class

1 Claims, as set forth in Paragraphs 62 and 65 of this Agreement.

2 72. Settlement Not Evidence: The Parties expressly acknowledge and agree that this
3 Agreement and its exhibits, along with all related drafts, motions, pleadings, conversations,
4 negotiations, and correspondence, constitute an offer of compromise and a compromise within the
5 meaning of California Evidence Code section 1152, Federal Rule of Evidence 408, and/or any
6 equivalent state or federal law or rule. In no event shall this Agreement, any of its provisions or
7 any negotiations, statements, or court proceedings relating to its provisions in any way be
8 construed as, offered as, received as, used as, or deemed to be evidence of any kind in the Action,
9 any other action, or in any judicial, administrative, regulatory, or other proceeding, except in a
10 proceeding to enforce this Agreement or the rights of the Parties or their counsel under this
11 Agreement. Without limiting the foregoing, neither this Agreement nor any related negotiations,
12 statements, or court proceedings shall be construed as, offered as, received as, used as, or deemed
13 to be evidence or an admission or concession of any liability or wrongdoing whatsoever on the
14 part of any person or entity, including, but not limited to, Defendant, the Defendant Releasees, the
15 Named Plaintiffs, the Settlement Class, or the PAGA Group, or as a waiver by any of the
16 foregoing of any applicable privileges, claims, or defenses.

17 73. Best Efforts: The Settling Parties shall take all necessary actions to accomplish
18 approval of the Settlement, the Settlement Notice, and dismissal of the Action. The Settling
19 Parties (including their counsel, successors, and assigns) agree to cooperate fully and in good
20 faith with one another and to use their best efforts to effectuate the Settlement, including without
21 limitation in seeking preliminary and final Court approval of this Agreement and the Settlement
22 embodied herein, carrying out the terms of this Agreement, and promptly agreeing upon and
23 executing all such other documentation as may be reasonably required to obtain final approval by
24 the Court of the Settlement. The Settling Parties agree to use all reasonable efforts, consistent
25 with this Agreement and subject to Section XV (modification), to cure any defect identified by
26 the Court that must be addressed to obtain the Court's approval of the Settlement.

27 74. Confidential Information: All information marked as "Confidential" provided by
28 Defendant to the Named Plaintiffs, Class Counsel, any individual member of the Settlement Class

1 and/or PAGA Group, counsel for any individual Settlement Class Member, and/or the Settlement
2 Administrator, pursuant to the implementation of this Agreement, constitutes confidential and
3 proprietary business information and shall be deemed confidential and shall not be used for any
4 purpose other than for the effectuation of this Settlement. Any materials inadvertently produced
5 shall, upon Defendant's request, be promptly returned to Defendant's counsel, and there shall be
6 no implied or express waiver of any privilege, right, or defense. The Named Plaintiffs and Class
7 Counsel agree that the confidential information made available to them or to the Settlement
8 Administrator through the settlement process was made available, as agreed to, on the condition
9 that neither the Named Plaintiffs nor Class Counsel may disclose such information, or summaries
10 thereof, to third parties; that it not be the subject of public comment; that it not be used by the
11 Named Plaintiffs or Class Counsel in any way in this litigation should the Settlement not be
12 achieved, and that it is to be returned if a Settlement is not concluded.

13 75. Publicity: The Named Plaintiffs and Class Counsel (including, without limitation,
14 all counsel listed in Paragraph 23) agree that they will not publicize or announce this Settlement
15 in press releases, marketing materials, or on the internet until after the Effective Date, unless
16 otherwise required by the Court. After the Effective Date, the Named Plaintiffs and Class
17 Counsel agree that references to this Settlement on their websites, the internet, or in other public
18 communications will not identify the claims asserted (except that reference to the matter as a
19 "wage and hour class action" is not prohibited) or the name of the Defendant as the defendant,
20 unless the case is being cited and/or mentioned in a filing with any state or federal court in
21 connection with Class Counsel seeking to obtain approval from the court as appointment as class
22 counsel, or in connection with a fee request. Nothing herein shall prevent Named Plaintiffs and
23 Class Counsel from discharging their duties to absent class members, including discussing and
24 explaining the terms of this Settlement to any Settlement Class Member who requests the same.

25 76. Settlement Is Fair and Reasonable: Class Counsel has considerable experience in
26 litigating and settling wage and hour class actions of this type, and is sufficiently familiar with the
27 facts of this case and the applicable laws and regulations to make an informed judgment as to the
28 fairness of this Settlement. In light of this experience, and for reasons that will be more fully

1 explained in the Motion for Preliminary Approval, Class Counsel and the Named Plaintiffs
2 believe that the settlement terms herein are fair and reasonable with regard to the interests of the
3 Settlement Class. The terms of the Settlement resulted from several months of arm's-length
4 negotiations, including a full-day mediation session with private mediator Jeffrey Ross.

5 77. Notices: Except as otherwise set forth herein, all notices, requests, demands, and
6 other communications related to or in connection with this Agreement shall be in writing, and
7 shall be provided by appropriate method depending on the urgency (e.g., personal delivery, e-
8 mail, facsimile, overnight delivery, or first-class U.S. mail) to:

9 **TO THE SETTLEMENT CLASS:**

10 Paul K. Haines
phaines@haineslawgroup.com
11 Fletcher W. Schmidt
fschmidt@haineslawgroup.com
12 Matthew K. Moen
mmoen@haineslawgroup.com

13
14 HAINES LAW GROUP, APC
2155 Campus Drive, Ste. 180
15 El Segundo, California 90245
16 Tel: (424) 292-2350; Fax: (424) 292-2355

TO CJ LOGISTICS:

ADAM J. KARR
akarr@omm.com
ALLAN W. GUSTIN
agustin@omm.com

O'MELVENY & MYERS LLP
400 South Hope Street
Los Angeles, California 90071-2899
Tel: (213) 430-6000; Fax: (213) 430-6407

17 78. Representations:

18 (a) The Named Plaintiffs, on behalf of themselves, the Settlement Class, and
19 the PAGA Group, have expressly authorized Class Counsel to take all appropriate action
20 required or permitted to be taken pursuant to this Agreement to effectuate its terms.

21 (b) Each attorney executing this Agreement on behalf of any party hereto
22 hereby warrants that full authority to do so has been given by his/her client(s).

23 (c) Defendant, Class Counsel, and the Named Plaintiffs waive their right to file
24 an appeal, writ, or any challenge whatsoever to the terms of this Agreement; provided,
25 however, that Class Counsel and the Named Plaintiffs may appeal the Court's
26 determination with regard to the requests for attorneys' fees and costs. Consistent with
27 Paragraph 41, however, any such appeal will have no effect whatsoever on the other terms
28

1 and provisions of this Agreement, including, by way of example but not of limitation, the
2 releases set out in Paragraphs 62 through 65 of this Agreement.

3 (d) The Settling Parties represent and agree that neither have received and/or
4 relied upon any advice and/or representations from the other and/or their or its attorneys
5 as to the necessity for withholding or the taxability of the consideration paid pursuant to
6 this Agreement, whether pursuant to federal, state, or local income tax statutes or
7 otherwise.

8 79. Construction and Interpretation: This Agreement, including its exhibits,
9 constitutes the entire agreement and understanding between the Settling Parties, and supersedes
10 any previous agreements or understandings between the Settling Parties. No representations,
11 warranties, or inducements have been made to any party concerning the subject matter of this
12 Agreement and/or its exhibits other than the representations, warranties, and covenants contained
13 in such documents. This Agreement and related exhibits shall be construed each as a whole, and
14 with reference to one another, according to their fair meaning and intent. Each of the Settling
15 Parties represent that its/their counsel has participated and cooperated in the drafting and
16 preparation of this Agreement and related exhibits; hence, in any construction to be made of this
17 Agreement and/or its exhibits, the same shall not be construed against any party on the basis that
18 said party was the drafter.

19 80. Governing Law: This Agreement and the exhibits hereto shall be deemed to have
20 been negotiated, executed and delivered, and to be wholly performed, in the State of California.
21 The rights and obligations of the parties under the Agreement shall be construed and enforced in
22 accordance with, and be governed by, the laws of the State of California without regard to choice
23 of law principles.

24 81. Counterparts: This Agreement may be executed in one or more counterparts by
25 facsimile, electronic signature, or email, which for the purposes of this Agreement shall be
26 accepted as an original, and which may be filed with the Court. All executed counterparts, and
27 each of them, shall be deemed to be one and the same instrument. Once available, a complete set
28 of executed counterparts shall be filed with the Court. Copies of the complete set of executed

1 counterparts may be used for all purposes in lieu of the originals, and shall have the same force
2 and effect as the originals.

3 82. Severability: In the event any one of the provisions contained in this Agreement
4 shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity,
5 illegality, or unenforceability shall not affect other provisions if Defendant's counsel and Class
6 Counsel, on behalf of the Parties, mutually elect to proceed as if such invalid, illegal, or
7 unenforceable provision had never been included in this Agreement.

8 83. Attorneys' Fees, Costs, and Expenses: Except as otherwise specifically provided
9 for herein, each party shall bear his/her/its own attorneys' fees, costs and expenses, taxable or
10 otherwise, incurred by them in or arising out of this Action, and shall not seek reimbursement
11 thereof from any other party to this Agreement. However, in the event that any party to this
12 Agreement institutes any legal action or other proceeding against any other party to enforce the
13 provisions of this Agreement or to declare rights and/or obligations under this Agreement, the
14 successful party or parties will be entitled to recover from the unsuccessful party or parties'
15 reasonable attorneys' fees and costs, including expert witness fees, incurred in connection with
16 any enforcement actions.

17 84. Calculation of Time: To resolve ambiguity, any reference to a span of "days" in
18 this Agreement should be interpreted as a reference to calendar days unless stated to the contrary.
19 To the extent that a given span of days ends on a national holiday, or weekend, the calculation
20 should be deemed as ending on the next business day (e.g., a calculation that ends on a Saturday
21 will carry forward to the following Monday).

22 [Signatures on Next Page]
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IN WITNESS WHEREOF, the undersigned Settling Parties and their duly-authorized representatives accept and agree to the terms of this Agreement and hereby execute it voluntarily and with a full understanding of its consequences.

DocuSigned by:
John Ledbetter
 5DA87AD207214B5...

 John Ledbetter
 11/29/2024

 Date

Plaintiff, individually, and on behalf of
 the Settlement Class as Class
 Representative and the PAGA Group as
 PAGA Representative

DocuSigned by:
Robert Aaron
 2C30C298CBF449C...

 Robert Aaron
 11/29/2024

 Date

Plaintiff, individually, and on behalf of
 the Settlement Class as Class
 Representative and the PAGA Group as
 PAGA Representative

 Antonio Segovia
 11/29/2024

 Date
 Plaintiff, individually, and on behalf of
 the Settlement Class as Class
 Representative and the PAGA Group as
 PAGA Representative

 Joseph Hicks
 11/29/2024

 Date
 Plaintiff, individually, and on behalf of
 the Settlement Class as Class
 Representative and the PAGA Group as
 PAGA Representative

 William Shearer
 11/29/2024

 Date
 Plaintiff, individually, and on behalf of
 the Settlement Class as Class
 Representative and the PAGA Group as
 PAGA Representative

 David Lamount Gayles
 11/29/2024

 Date
 Plaintiff, individually, and on behalf of
 the Settlement Class as Class
 Representative and the PAGA Group as
 PAGA Representative

1 **IN WITNESS WHEREOF**, the undersigned Settling Parties and their duly-authorized
2 representatives accept and agree to the terms of this Agreement and hereby execute it voluntarily
3 and with a full understanding of its consequences.

4 _____
5 John Ledbetter
6 Plaintiff, individually, and on behalf of
7 the Settlement Class as Class
8 Representative and the PAGA Group as
9 PAGA Representative

Date

10 _____
11 Robert Aaron
12 Plaintiff, individually, and on behalf of
13 the Settlement Class as Class
14 Representative and the PAGA Group as
15 PAGA Representative

Date

16 _____
17 
18 Antonio Segovia
19 Plaintiff, individually, and on behalf of
20 the Settlement Class as Class
21 Representative and the PAGA Group as
22 PAGA Representative

11/26/24

Date

23 _____
24 Joseph Hicks
25 Plaintiff, individually, and on behalf of
26 the Settlement Class as Class
27 Representative and the PAGA Group as
28 PAGA Representative

Date

29 _____
30 William Shearer
31 Plaintiff, individually, and on behalf of
32 the Settlement Class as Class
33 Representative and the PAGA Group as
34 PAGA Representative

Date

35 _____
36 David Lamount Gayles
37 Plaintiff, individually, and on behalf of
38 the Settlement Class as Class
39 Representative and the PAGA Group as
40 PAGA Representative

Date

1 **IN WITNESS WHEREOF**, the undersigned Settling Parties and their duly-authorized
2 representatives accept and agree to the terms of this Agreement and hereby execute it voluntarily
3 and with a full understanding of its consequences.

4 _____
5 John Ledbetter
6 Plaintiff, individually, and on behalf of
7 the Settlement Class as Class
8 Representative and the PAGA Group as
9 PAGA Representative

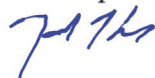
Date

10 _____
11 Robert Aaron
12 Plaintiff, individually, and on behalf of
13 the Settlement Class as Class
14 Representative and the PAGA Group as
15 PAGA Representative

Date

16 _____
17 Antonio Segovia
18 Plaintiff, individually, and on behalf of
19 the Settlement Class as Class
20 Representative and the PAGA Group as
21 PAGA Representative

Date

22 

11/26/24

23 _____
24 Joseph Hicks
25 Plaintiff, individually, and on behalf of
26 the Settlement Class as Class
27 Representative and the PAGA Group as
28 PAGA Representative

Date

29 _____
30 William Shearer
31 Plaintiff, individually, and on behalf of
32 the Settlement Class as Class
33 Representative and the PAGA Group as
34 PAGA Representative

Date

35 _____
36 David Lamount Gayles
37 Plaintiff, individually, and on behalf of
38 the Settlement Class as Class
39 Representative and the PAGA Group as
40 PAGA Representative

Date

1 **IN WITNESS WHEREOF**, the undersigned Settling Parties and their duly-authorized
2 representatives accept and agree to the terms of this Agreement and hereby execute it voluntarily
3 and with a full understanding of its consequences.

4 _____
5 John Ledbetter
6 Plaintiff, individually, and on behalf of
7 the Settlement Class as Class
8 Representative and the PAGA Group as
9 PAGA Representative

Date

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11 Robert Aaron
12 Plaintiff, individually, and on behalf of
13 the Settlement Class as Class
14 Representative and the PAGA Group as
15 PAGA Representative

Date

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17 Antonio Segovia
18 Plaintiff, individually, and on behalf of
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20 Representative and the PAGA Group as
21 PAGA Representative

Date

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23 Joseph Hicks
24 Plaintiff, individually, and on behalf of
25 the Settlement Class as Class
26 Representative and the PAGA Group as
27 PAGA Representative

Date

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29 William Shearer
30 Plaintiff, individually, and on behalf of
31 the Settlement Class as Class
32 Representative and the PAGA Group as
33 PAGA Representative

11/27/2024
Date

34 _____
35 David Lamount Gayles
36 Plaintiff, individually, and on behalf of
37 the Settlement Class as Class
38 Representative and the PAGA Group as
39 PAGA Representative

Date

IN WITNESS WHEREOF, the undersigned Settling Parties and their duly-authorized representatives accept and agree to the terms of this Agreement and hereby execute it voluntarily and with a full understanding of its consequences.

John Ledbetter
Plaintiff, individually, and on behalf of
the Settlement Class as Class
Representative and the PAGA Group as
PAGA Representative

Date

Robert Aaron
Plaintiff, individually, and on behalf of
the Settlement Class as Class
Representative and the PAGA Group as
PAGA Representative

Date

Antonio Segovia
Plaintiff, individually, and on behalf of
the Settlement Class as Class
Representative and the PAGA Group as
PAGA Representative

Date

Joseph Hicks
Plaintiff, individually, and on behalf of
the Settlement Class as Class
Representative and the PAGA Group as
PAGA Representative

Date

William Shearer
Plaintiff, individually, and on behalf of
the Settlement Class as Class
Representative and the PAGA Group as
PAGA Representative

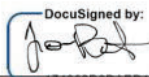
Date



David Lamount Gayles
Plaintiff, individually, and on behalf of
the Settlement Class as Class
Representative and the PAGA Group as
PAGA Representative

12/12/24

Date

DocuSigned by:

174062D6DAED4D0...

12/9/2024

Josue Buenrostro
Plaintiff, individually, and on behalf of
the Settlement Class as Class
Representative and the PAGA Group as
PAGA Representative

Date

Verlyn Suderman
For and on behalf of Defendant CJ
Logistics America LLC

Date

APPROVED AS TO CONTENT AND FORM:

DATED: _____, 2024

HAINES LAW GROUP, APC

By:

Fletcher W. Schmidt
Matthew K. Moen
Attorneys for Plaintiffs

DATED: _____, 2024

BOKHOUR LAW GROUP, P.C.

By:

Mehrdad Bokhour
Attorneys for Plaintiffs

DATED: _____, 2024

FALAKASSA LAW, P.C.

By:

Joshua Falakassa
Attorneys for Plaintiffs

DATED: _____, 2024

THE GOULD LAW FIRM

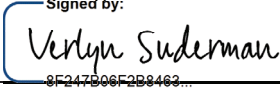
By:

Michael A. Gould
Aarin A. Zeif
Attorneys for Plaintiffs

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Josue Buenrostro
Plaintiff, individually, and on behalf of
the Settlement Class as Class
Representative and the PAGA Group as
PAGA Representative

Date

Signed by:

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11/27/2024 | 12:04:05 PM PST

Verlyn Suderman
For and on behalf of Defendant CJ
Logistics America LLC

Date

APPROVED AS TO CONTENT AND FORM:

DATED: _____, 2024 **HAINES LAW GROUP, APC**

By: _____
Fletcher W. Schmidt
Matthew K. Moen
Attorneys for Plaintiffs

DATED: _____, 2024 **BOKHOUR LAW GROUP, P.C.**

By: _____
Mehrdad Bokhour
Attorneys for Plaintiffs

DATED: _____, 2024 **FALAKASSA LAW, P.C.**

By: _____
Joshua Falakassa
Attorneys for Plaintiffs

DATED: _____, 2024 **THE GOULD LAW FIRM**

By: _____
Michael A. Gould
Aarin A. Zeif
Attorneys for Plaintiffs

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Josue Buenrostro
Plaintiff, individually, and on behalf of
the Settlement Class as Class
Representative and the PAGA Group as
PAGA Representative

Date

Verlyn Suderman
For and on behalf of Defendant CJ
Logistics America LLC

Date

APPROVED AS TO CONTENT AND FORM:

DATED: November 26, 2024

HAINES LAW GROUP, APC

By: 

Fletcher W. Schmidt
Matthew K. Moen
Attorneys for Plaintiffs

DATED: _____, 2024

BOKHOUR LAW GROUP, P.C.

By: _____
Mehrdad Bokhour
Attorneys for Plaintiffs

DATED: _____, 2024

FALAKASSA LAW, P.C.

By: _____
Joshua Falakassa
Attorneys for Plaintiffs

DATED: _____, 2024

THE GOULD LAW FIRM

By: _____
Michael A. Gould
Aarin A. Zeif
Attorneys for Plaintiffs

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_____ Josue Buenrostro Plaintiff, individually, and on behalf of the Settlement Class as Class Representative and the PAGA Group as PAGA Representative	_____ Date
_____ Verlyn Suderman For and on behalf of Defendant CJ Logistics America LLC	_____ Date

APPROVED AS TO CONTENT AND FORM:

DATED: _____, 2024	HAINES LAW GROUP, APC
	By: _____ Fletcher W. Schmidt Matthew K. Moen Attorneys for Plaintiffs
DATED: _____, 2024	BOKHOUR LAW GROUP, P.C.
	By: _____ Signed by: <i>MEHRDAD BOKHOUR</i> D8D3643F271940F... Mehrdad Bokhour Attorneys for Plaintiffs
11/29/2024	
DATED: _____, 2024	FALAKASSA LAW, P.C.
	By: _____ DocuSigned by: <i>Joshua Falakassa</i> 15A628B2C5A149C... Joshua Falakassa Attorneys for Plaintiffs
11/29/2024	
DATED: _____, 2024	THE GOULD LAW FIRM
	By: _____ Michael A. Gould Aarin A. Zeif Attorneys for Plaintiffs

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Josue Buenrostro
Plaintiff, individually, and on behalf of
the Settlement Class as Class
Representative and the PAGA Group as
PAGA Representative

Date

Verlyn Suderman
For and on behalf of Defendant CJ
Logistics America LLC

Date

APPROVED AS TO CONTENT AND FORM:

DATED: _____, 2024

HAINES LAW GROUP, APC

By: _____
Fletcher W. Schmidt
Matthew K. Moen
Attorneys for Plaintiffs

DATED: _____, 2024

BOKHOUR LAW GROUP, P.C.

By: _____
Mehrddad Bokhour
Attorneys for Plaintiffs

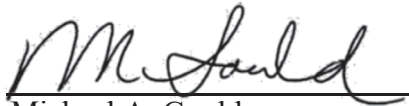
DATED: _____, 2024

FALAKASSA LAW, P.C.

By: _____
Joshua Falakassa
Attorneys for Plaintiffs

DATED: November 24, 2024

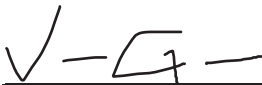
THE GOULD LAW FIRM

By:  _____
Michael A. Gould
Aarin A. Zeif
Attorneys for Plaintiffs

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DATED: 11/27/2024, 2024

LAVI & EBRAHIMIAN, LLP

By: 
Joseph Lavi
Vincent C. Granberry
Jeffrey M. Schwartz
Alexander J. Aroeste
Attorneys for Plaintiffs

DATED: _____, 2024

JAMES HAWKINS APLC

By: _____
James R. Hawkins
Isandra Fernandez
Anthony L. Draper
Attorneys for Plaintiffs

DATED: _____, 2024

O'MELVENY & MYERS LLP

By: _____
Adam J. Karr
Allan W. Gustin
Attorneys for Defendant CJ LOGISTICS
AMERICA, LLC

1 DATED: _____, 2024

LAVI & EBRAHIMIAN, LLP

3 By: _____

4 Joseph Lavi
5 Vincent C. Granberry
6 Jeffrey M. Schwartz
7 Alexander J. Aroeste
8 Attorneys for Plaintiffs

9 DATED: December 09, 2024

JAMES HAWKINS APLC

10 By: _____

11 
12 James R. Hawkins
13 Isandra Fernandez
14 Anthony L. Draper
15 Attorneys for Plaintiffs

16 DATED: _____, 2024

O'MELVENY & MYERS LLP

17 By: _____

18 Adam J. Karr
19 Allan W. Gustin
20 Attorneys for Defendant CJ LOGISTICS
21 AMERICA, LLC
22
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26
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1 DATED: _____, 2024

LAVI & EBRAHIMIAN, LLP

2
3 By: _____

4 Joseph Lavi
5 Vincent C. Granberry
6 Jeffrey M. Schwartz
7 Alexander J. Aroeste
8 Attorneys for Plaintiffs

9 DATED: _____, 2024

JAMES HAWKINS APLC

10 By: _____

11 James R. Hawkins
12 Isandra Fernandez
13 Anthony L. Draper
14 Attorneys for Plaintiffs

15 DATED: December 2, 2024

O'MELVENY & MYERS LLP

16 By: _____

17 
18 Adam J. Karr
19 Allan W. Gustin
20 Attorneys for Defendant CJ LOGISTICS
21 AMERICA, LLC
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